

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
October 6, 2021**

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

5:00 P.M. REGULAR MEETING

NEXT RESOLUTION #693

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).**
- 5. PUBLIC HEARING**
 - A. Public Hearing #3 – Consideration of Proposed Maps for the District Voting Divisions Pursuant to California Elections Code Section 1000(a)(2) and Election Sequencing Pursuant to Elections Code Section 10010(b)**

The Board will hold a public hearing for the purpose of receiving public comment regarding the content of draft maps of District voting division boundaries and the sequencing of district elections.

Suggested Actions: The Board should consider the following:

 - 1) Receive public comments regarding the draft maps of the District voting division boundaries and the sequencings of division elections.
 - 2) Provide direction on preferred map(s) for additional analysis, revisions, or comment and possibly new maps.
 - 3) Provide comments on the sequencing of elections for the division to be established.
 - 4) Confirm the next public hearing for October 28, 2021.
- 6. PRESENTATIONS**
 - A. District Highlights**
 - B. New Employee Introductions**
- 7. 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.**

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

A. Minutes for Regular Board Meeting of September 1, 2021 and Special Board Meetings of September 8 & 21, 2021

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before August 31, 2021

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for August 2021.

D. Consideration and Approval of Regular Board Meeting Dates for 2022

Scheduling of the regular board meeting dates is coordinated with the City of Camarillo.

E. Consideration and Approval of Request for Proposal (RFP) for Auditor Services

The current agreement with Moss, Levy, and Hartzheim, LLP ends this fiscal year.

9. **NEW ITEMS – DISCUSSION/ACTION**

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

The BGCC is in the process of expanding their current facility and are required by the City to update the trash enclosure.

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

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

This project which was put on hold due to COVID-related restrictions requires an amended schedule of performance so that the project can proceed.

Suggested Action: A MOTION to approve and authorize the General Manager to enter into a First Amendment to contract services agreement for the 2020 Architectural & Design Services with LPA to further refine the architectural design.

C. Consideration and Adoption of Resolution No. 691 & Accepting the Transfer of \$220,661 from the City of Camarillo in Proposition 68 Per Capita Grant Program Funding

Adoption of resolution will accept transfer of Prop 68 Per Capita Grant funding from the City of Camarillo.

Suggested Actions: A MOTION to Adopt Resolution No. 691 authorizing the District to receive \$220,661 of the City of Camarillo's Per Capita Grant Fund allocation from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

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

Staff is seeking guidance on which project to apply the total grant funding towards in concurrence with the adoption of Resolution No. 692 authorizing the filing of project application for the Per Capita program grant.

Suggested Actions: A MOTION to:

- 1) Adopt Resolution No. 692, an application for \$222,878 in Per Capita grant funding to California Department of Parks and Recreation.
- 2) Identify specific project to include with Per Capita grant funding application.

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

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

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
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: October 6, 2021

SUBJECT: PUBLIC HEARING #3 – CONSIDERATION OF PROPOSED MAPS FOR THE DISTRICT VOTING DIVISIONS PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 1000(a)(2) AND ELECTION SEQUENCING PURSUANT TO ELECTIONS CODE SECTION 10010(b)

SUMMARY

The Board will receive a presentation, by National Demographics Company (NDC), with draft maps and sequencing options, hold a public hearing for the purpose of receiving public comment regarding the content of the draft maps of District voting division boundaries and the sequencing of district elections; provide direction on the preferred map(s) for additional analysis, revisions, or comment; and possibly review new maps submitted by members of the public; and provide comments on the election sequencing for the divisions to be established (i.e., which divisions should be up for election in 2022 and with the remainder in 2024).

BACKGROUND

On August 13, 2021, the District Board adopted Resolution No. 686, declaring the Board's intention to transition from at-large elections for members of the Board, to division-based elections. At this meeting the Board also approved a professional services agreement with National Demographics Corporation (NDC) to assist the District with the preparation of information and data as the District transitions from at-large to division-based elections.

First Public Hearing

On September 8, 2021, the District Board conducted the first of two public hearings required to be held before the Board can start considering potential voting division maps. The purpose of these initial hearings is to educate the Board and public on the legal requirements for the composition of the District voting divisions and required criteria the Board must apply as well as the optional criteria the Board may follow in drawing divisions. Doug Johnson, with NDC, presented information on the division process.

Second Public Hearing

On September 21, 2021, Doug Johnson, from NDC, again presented information on the division process as the District Board conducted the second of the initial two public hearings on the composition of the District voting divisions. After conducting the public hearing, the Board directed NDC to prepare up to three division elections maps for consideration at the public hearing scheduled for October 6, 2021. In compliance with state law, these maps will be posted to the District's website no later than September 29, 2021.

Any map(s) that a member of the public would like the Board to consider will also be posted on the District's website if the map is received by the District no later than September 27, 2021.

As noted in previous meetings, the mandatory criteria that the District will have to comply with when the actual divisions are created are:

1. The divisions must be as nearly equal in population as possible
2. Race cannot be the "predominant" factor or criteria when drawing divisions
3. Compliance with the Federal Voting Rights Act (FVRA)
4. Compliance with the California Voting Rights Act (CVRA)

And the optional criteria include:

1. Topography
2. Geography
3. Cohesiveness, continuity, integrity, and compactness of territory
4. Communities of interests
5. Avoiding "pairing" of incumbents in the same district, insofar as this does not conflict with the constitution and laws of the State of California and the United States.
6. Consideration of the areas of new residential development

ANALYSIS

The focus of Public Hearing #3 is to review the proposed division maps submitted by members of the public and those prepared by NDC, to receive public testimony regarding the proposed maps, and to begin discussing the order in which divisions would come up for election, referred to as sequencing. After receiving the presentation from NDC and any public comment, it is requested that the Board provide guidance on changes needed to the draft maps and the desired election sequencing and set the next public hearing for October 28, 2021, at which time the Board may consider the adoption of a division map by introducing first reading of an ordinance establishing division elections.

The public is welcome to propose division maps, but this is not required. The deadline for members of the public to submit draft division maps for the fourth Public Hearing is October 18, 2021, at 5:00 p.m. This deadline is needed to meet the publication timeframe required under the Elections Code.

It is requested that the District Board review all of the maps submitted and suggestions regarding sequencing and receive public comment on these issues. Following public comment, it is requested that the Board determine if it desires to narrow the map selections and/or request new maps or adjustment of any of the proposed division lines in any of the maps for further consideration. It is important to revise maps quickly to allow the publication/posting of the proposed maps at least seven days prior to the fourth Public Hearing scheduled for October 28, 2021, as mandated by the Elections Code. The maps must be available for public review on October 20th, including any new or revised maps, so the deadline for the submission of maps by members of the public, to enable time for map processing, is October 18th at 5:00 pm.

At the conclusion of the final public hearing, the District Board will adopt an ordinance establishing a map with the voting division boundaries. Thereafter, the division-based elections will be implemented, commencing with the 2022 election cycle. The ordinance will also state when each division is up for election.

Any changes to a map under consideration for adoption at the October 28, 2021 District Board meeting would require republication of any revised map within seven days prior to adoption of the map and introduction of the ordinance. Thus, changes at the October 28, 2021 District Board meeting, if any, would not permit the Board to follow the currently selected schedule, and would require a least one additional meeting of the Board and such meeting must occur no later than November 9, 2021, to allow the District to stay within the safe harbor protection to allow the District to avoid being sued for violating the CVRA.

Currently, the fifth public hearing is scheduled for November 4, 2021, however, should there be any map adjustments which take place at that meeting, the date would need to be adjusted. At a minimum, the date would need to be moved to November 5th to meet the publication timeframe required under the Elections Code. This meeting would need to take place no later than November 9, 2021 to stay within the safe harbor as described above.

FISCAL IMPACT

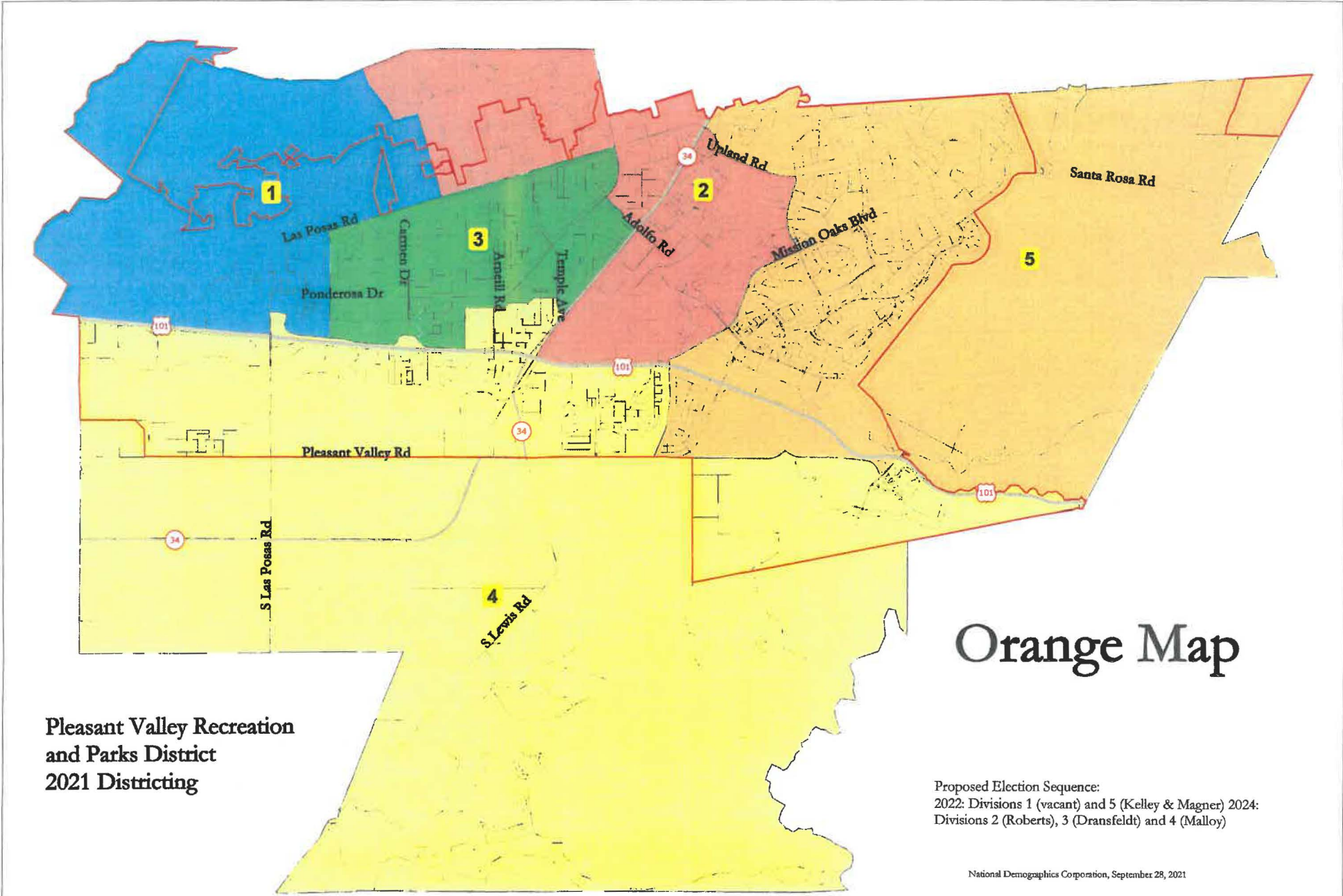
The initial cost to move from an at-large election to division-based elections is currently estimated to cost the District approximately \$60,000 - \$80,000. These costs include the District's demographer, public meetings, attorneys' fees, and a one-time payment of approximately \$32,000 to Mr. Shenkman's clients, which payment is required by state. These costs are included in the adopted 2021-2022 budget.

RECOMMENDATION

1. Receive NDC's presentation of draft District voting division maps and the sequencings of division elections and public comments regarding the draft maps.
2. Provide direction on preferred map(s) for additional analysis, revisions, or comment and possibly new maps.
3. Provide comments on the sequencing of elections for the divisions to be established.
4. Confirm the next public hearing for October 28, 2021.

ATTACHMENTS

- 1) Maps (10 pages)



Orange Map

**Pleasant Valley Recreation
and Parks District
2021 Districting**

Proposed Election Sequence:
 2022: Divisions 1 (vacant) and 5 (Kelley & Magner) 2024:
 Divisions 2 (Roberts), 3 (Dransfeldt) and 4 (Malloy)

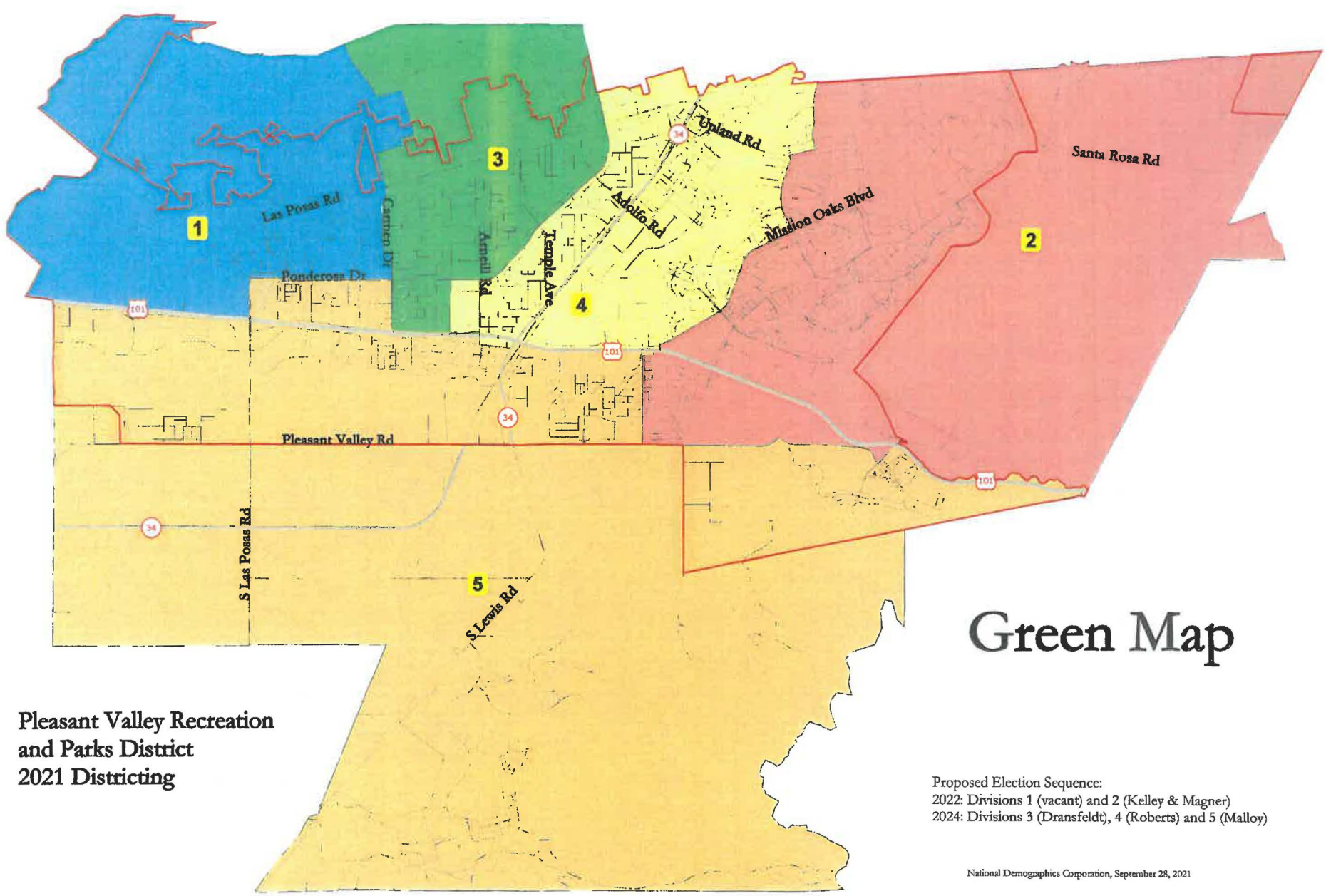
National Demographics Corporation, September 28, 2021

◆2021 CALIPER

PVRPD - Orange Map

Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	16,019	15,801	16,376	15,278	15,462	78,936
	Population Deviation	232	14	589	-509	-325	1,098
	Pct. Deviation	1.47%	0.09%	3.73%	-3.22%	-2.06%	6.96%
Total Pop.	Hispanic/Latino	25%	25%	33%	35%	18%	27%
	NH White	52%	56%	50%	45%	65%	54%
	NH Black	5%	2%	2%	3%	2%	3%
	NH Asian/Pac.Isl.	16%	15%	12%	15%	14%	14%
	NH Native Amer.	1%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	10,425	11,630	11,850	11,408	12,387	57,700
	Hisp	17%	22%	24%	34%	18%	23%
	NH White	66%	66%	63%	54%	71%	64%
	NH Black	4%	2%	2%	3%	1%	2%
	Asian/Pac.Isl.	13%	11%	11%	9%	9%	11%
Voter Registration (Nov 2020)	Total	10,340	11,217	10,979	8,418	11,890	52,844
	Latino est.	19%	20%	27%	26%	14%	21%
	Spanish-Surnamed	18%	19%	24%	24%	13%	19%
	Asian-Surnamed	5%	5%	3%	5%	5%	5%
	Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	NH White est.	72%	73%	69%	64%	79%	72%
	NH Black	3%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	9,109	9,908	9,443	7,170	10,747	46,377
	Latino est.	18%	19%	25%	24%	14%	20%
	Spanish-Surnamed	17%	17%	23%	23%	13%	18%
	Asian-Surnamed	5%	5%	3%	5%	5%	5%
	Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	NH White est.	72%	73%	69%	64%	79%	72%
Voter Turnout (Nov 2018)	Total	6,124	7,925	6,304	4,864	8,465	33,682
	Latino est.	14%	16%	20%	20%	11%	16%
	Spanish-Surnamed	13%	15%	19%	19%	10%	15%
	Asian-Surnamed	4%	4%	3%	4%	4%	4%
	Filipino-Surnamed	2%	2%	1%	1%	1%	1%
	NH White est.	78%	76%	74%	69%	83%	77%
Age	age0-19	25%	27%	24%	22%	18%	23%
	age20-60	45%	49%	53%	59%	45%	50%
	age60plus	29%	24%	23%	19%	37%	27%
Immigration	immigrants	16%	13%	17%	16%	12%	15%
	naturalized	63%	62%	53%	62%	78%	63%
Language spoken at home	english	79%	79%	68%	71%	80%	76%
	spanish	10%	13%	20%	20%	9%	14%
	asian-lang	8%	5%	8%	5%	7%	6%
	other lang	4%	3%	4%	4%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	5%	9%	7%	5%	7%
Education (among those age 25+)	hs-grad	40%	38%	42%	39%	41%	40%
	bachelor	25%	29%	24%	26%	28%	26%
	graduatedegree	19%	17%	15%	13%	18%	16%
Child in Household	child-under18	30%	33%	29%	25%	21%	27%
Pct of Pop. Age 16+	employed	62%	64%	64%	64%	56%	62%
Household Income	income 0-25k	8%	10%	12%	16%	12%	12%
	income 25-50k	13%	12%	12%	14%	14%	13%
	income 50-75k	12%	11%	19%	14%	13%	14%
	income 75-200k	44%	49%	49%	42%	45%	46%
	income 200k-plus	22%	17%	8%	13%	15%	15%
Housing Stats	single family	80%	88%	73%	73%	91%	81%
	multi-family	20%	12%	27%	27%	9%	19%
	rented	36%	28%	41%	46%	25%	35%
	owned	64%	72%	59%	54%	75%	65%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).



Green Map

**Pleasant Valley Recreation
and Parks District
2021 Districting**

Proposed Election Sequence:
 2022: Divisions 1 (vacant) and 2 (Kelley & Magner)
 2024: Divisions 3 (Dransfeldt), 4 (Roberts) and 5 (Malloy)

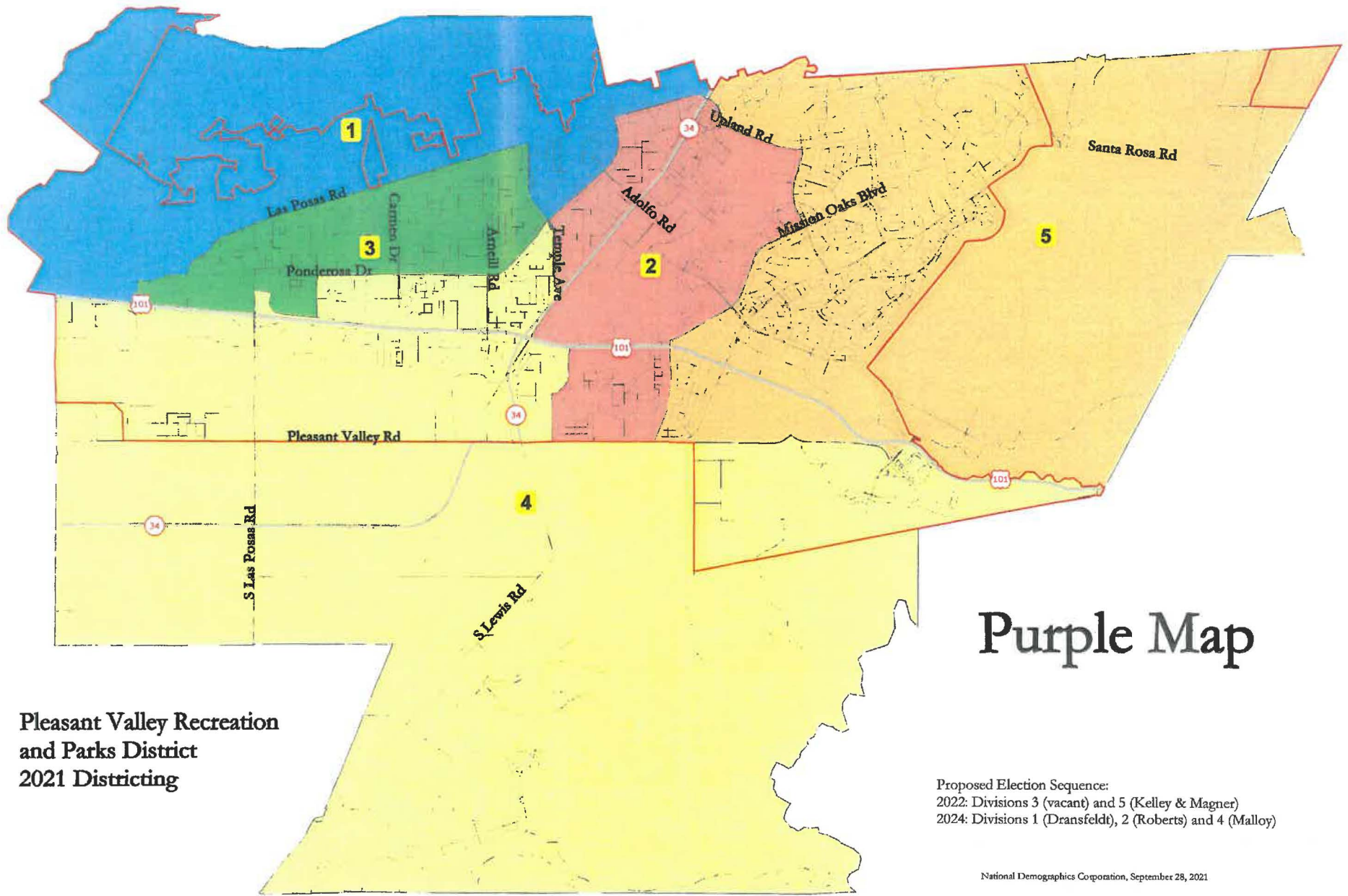
National Demographics Corporation, September 28, 2021

◆2021 CALIPER

PVRPD - Green Map

Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	15,626	15,653	15,735	15,503	16,419	78,936
	Population Deviation	-161	-134	-52	-284	632	916
	Pct. Deviation	-1.02%	-0.85%	-0.33%	-1.80%	4.00%	5.80%
Total Pop.	Hispanic/Latino	25%	20%	28%	34%	30%	27%
	NH White	53%	64%	57%	46%	47%	54%
	NH Black	4%	2%	2%	2%	4%	3%
	NH Asian/Pac.Isl.	15%	13%	11%	16%	17%	14%
	NH Native Amer.	1%	1%	1%	1%	1%	1%
	Total	10,324	12,497	11,862	10,840	12,177	57,700
Citizen Voting Age Pop	Hisp	16%	19%	22%	29%	29%	23%
	NH White	66%	71%	67%	59%	55%	64%
	NH Black	4%	1%	1%	1%	3%	2%
	Asian/Pac.Isl.	14%	9%	8%	11%	12%	11%
	Native Amer.	1%	1%	1%	1%	1%	1%
	Total	10,341	11,933	11,258	10,139	9,173	52,844
Voter Registration (Nov 2020)	Latino est.	19%	15%	21%	27%	24%	21%
	Spanish-Surnamed	18%	14%	20%	25%	22%	19%
	Asian-Surnamed	5%	4%	3%	6%	5%	5%
	Filipino-Surnamed	2%	1%	1%	2%	2%	2%
	NH White est.	72%	80%	74%	66%	66%	72%
	NH Black	3%	1%	2%	1%	3%	2%
	Total	9,127	10,751	9,918	8,741	7,840	46,377
Voter Turnout (Nov 2020)	Latino est.	18%	14%	20%	25%	23%	20%
	Spanish-Surnamed	17%	13%	18%	23%	21%	18%
	Asian-Surnamed	5%	4%	3%	6%	5%	5%
	Filipino-Surnamed	2%	1%	1%	2%	2%	2%
	NH White est.	72%	80%	74%	66%	66%	72%
	NH Black	3%	1%	2%	1%	3%	2%
	Total	6,326	8,427	7,758	6,044	5,127	33,682
Voter Turnout (Nov 2018)	Latino est.	15%	11%	16%	21%	19%	16%
	Spanish-Surnamed	14%	10%	15%	20%	18%	15%
	Asian-Surnamed	4%	4%	3%	4%	4%	4%
	Filipino-Surnamed	1%	1%	1%	2%	2%	1%
	NH White est.	77%	84%	78%	70%	70%	77%
	NH Black est.	3%	1%	2%	1%	3%	2%
	Total	6,326	8,427	7,758	6,044	5,127	33,682
Age	age0-19	24%	18%	24%	27%	21%	23%
	age20-60	43%	46%	49%	51%	62%	50%
	age60plus	32%	36%	27%	21%	16%	27%
Immigration	immigrants	14%	12%	13%	17%	18%	15%
	naturalized	72%	78%	59%	58%	54%	63%
Language spoken at home	english	80%	80%	75%	72%	71%	76%
	spanish	9%	9%	17%	19%	17%	14%
	asian-lang	8%	7%	5%	5%	8%	6%
	other lang	4%	4%	3%	4%	5%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	5%	6%	8%	8%	7%
Education (among those age 25+)	hs-grad	39%	41%	41%	38%	40%	40%
	bachelor	26%	28%	25%	26%	26%	26%
	graduatedegree	21%	17%	16%	14%	13%	16%
Child in Household	child-under18	29%	21%	30%	35%	24%	27%
Pct of Pop. Age 16+	employed	58%	56%	62%	65%	69%	62%
Household Income	income 0-25k	10%	12%	9%	14%	13%	12%
	income 25-50k	11%	14%	12%	13%	15%	13%
	income 50-75k	10%	13%	16%	10%	20%	14%
	income 75-200k	46%	46%	51%	49%	41%	46%
	income 200k-plus	23%	15%	12%	13%	11%	15%
Housing Stats	single family	85%	91%	91%	83%	57%	81%
	multi-family	15%	9%	9%	17%	43%	19%
	rented	32%	25%	28%	33%	57%	35%
	owned	68%	75%	72%	67%	43%	65%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).



Purple Map

**Pleasant Valley Recreation
and Parks District
2021 Districting**

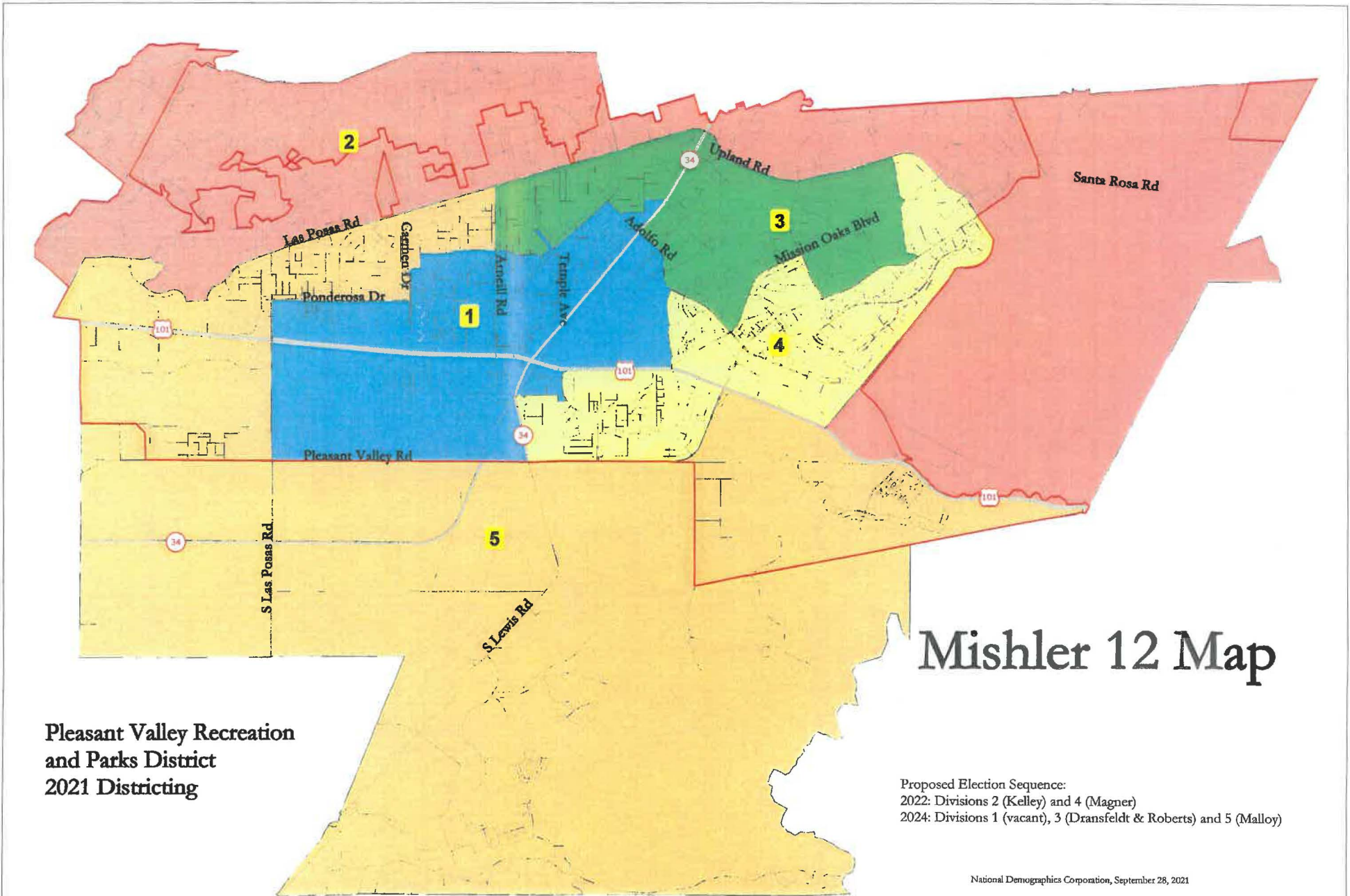
Proposed Election Sequence:
 2022: Divisions 3 (vacant) and 5 (Kelley & Magner)
 2024: Divisions 1 (Dransfeldt), 2 (Roberts) and 4 (Malloy)

National Demographics Corporation, September 28, 2021

PVRPD - Purple Map

Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	16,184	16,231	15,711	15,348	15,462	78,936
	Population Deviation	397	444	-76	-439	-325	883
	Pct. Deviation	2.51%	2.81%	-0.48%	-2.78%	-2.06%	5.59%
Total Pop.	Hispanic/Latino	22%	28%	30%	37%	18%	27%
	NH White	62%	48%	47%	46%	65%	54%
	NH Black	2%	3%	5%	3%	2%	3%
	NH Asian/Pac.Isl.	12%	19%	15%	12%	14%	14%
	NH Native Amer.	1%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	12,515	10,766	9,816	12,216	12,387	57,700
	Hisp	19%	26%	21%	33%	18%	23%
	NH White	69%	61%	63%	55%	71%	64%
	NH Black	2%	2%	4%	3%	1%	2%
	Asian/Pac.Isl.	10%	12%	11%	9%	9%	11%
	Native Amer.	2%	1%	1%	1%	1%	1%
Voter Registration (Nov 2020)	Total	12,327	10,684	9,478	8,465	11,890	52,844
	Latino est.	17%	24%	25%	28%	14%	21%
	Spanish-Surnamed	15%	22%	23%	26%	13%	19%
	Asian-Surnamed	5%	7%	4%	3%	5%	5%
	Filipino-Surnamed	1%	3%	2%	1%	1%	2%
	NH White est.	77%	67%	67%	66%	79%	72%
	NH Black	2%	2%	3%	2%	1%	2%
Voter Turnout (Nov 2020)	Total	11,047	9,361	8,163	7,059	10,747	46,377
	Latino est.	16%	23%	24%	26%	14%	20%
	Spanish-Surnamed	15%	21%	22%	24%	13%	18%
	Asian-Surnamed	5%	7%	4%	3%	5%	5%
	Filipino-Surnamed	1%	3%	2%	1%	1%	2%
	NH White est.	77%	67%	67%	66%	79%	72%
	NH Black	2%	2%	3%	2%	1%	2%
Voter Turnout (Nov 2018)	Total	8,688	6,302	5,365	4,862	8,465	33,682
	Latino est.	13%	19%	20%	22%	11%	16%
	Spanish-Surnamed	12%	18%	18%	21%	10%	15%
	Asian-Surnamed	4%	5%	3%	3%	4%	4%
	Filipino-Surnamed	1%	3%	2%	1%	1%	1%
	NH White est.	80%	71%	73%	70%	83%	77%
	NH Black est.	2%	2%	2%	2%	1%	2%
Age	age0-19	20%	27%	28%	22%	18%	23%
	age20-60	45%	54%	49%	59%	45%	50%
	age60plus	35%	19%	23%	19%	37%	27%
Immigration	immigrants	13%	15%	15%	19%	12%	15%
	naturalized	69%	64%	61%	50%	78%	63%
Language spoken at home	english	80%	76%	76%	66%	80%	76%
	spanish	13%	14%	12%	24%	9%	14%
	asian-lang	5%	6%	8%	6%	7%	6%
	other lang	3%	4%	4%	4%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	6%	5%	10%	5%	7%
Education (among those age 25+)	hs-grad	38%	37%	43%	42%	41%	40%
	bachelor	26%	30%	25%	23%	28%	26%
	graduatedegree	20%	14%	16%	13%	18%	16%
Child in Household	child-under18	24%	35%	35%	25%	21%	27%
Pct of Pop. Age 16+	employed	61%	67%	62%	65%	56%	62%
Household Income	income 0-25k	8%	10%	11%	18%	12%	12%
	income 25-50k	11%	12%	12%	17%	14%	13%
	income 50-75k	13%	9%	15%	18%	13%	14%
	income 75-200k	45%	51%	52%	39%	45%	46%
	income 200k-plus	23%	18%	10%	8%	15%	15%
Housing Stats	single family	94%	87%	74%	61%	91%	81%
	multi-family	6%	13%	26%	39%	9%	19%
	rented	20%	28%	43%	59%	25%	35%
	owned	80%	72%	57%	41%	75%	65%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

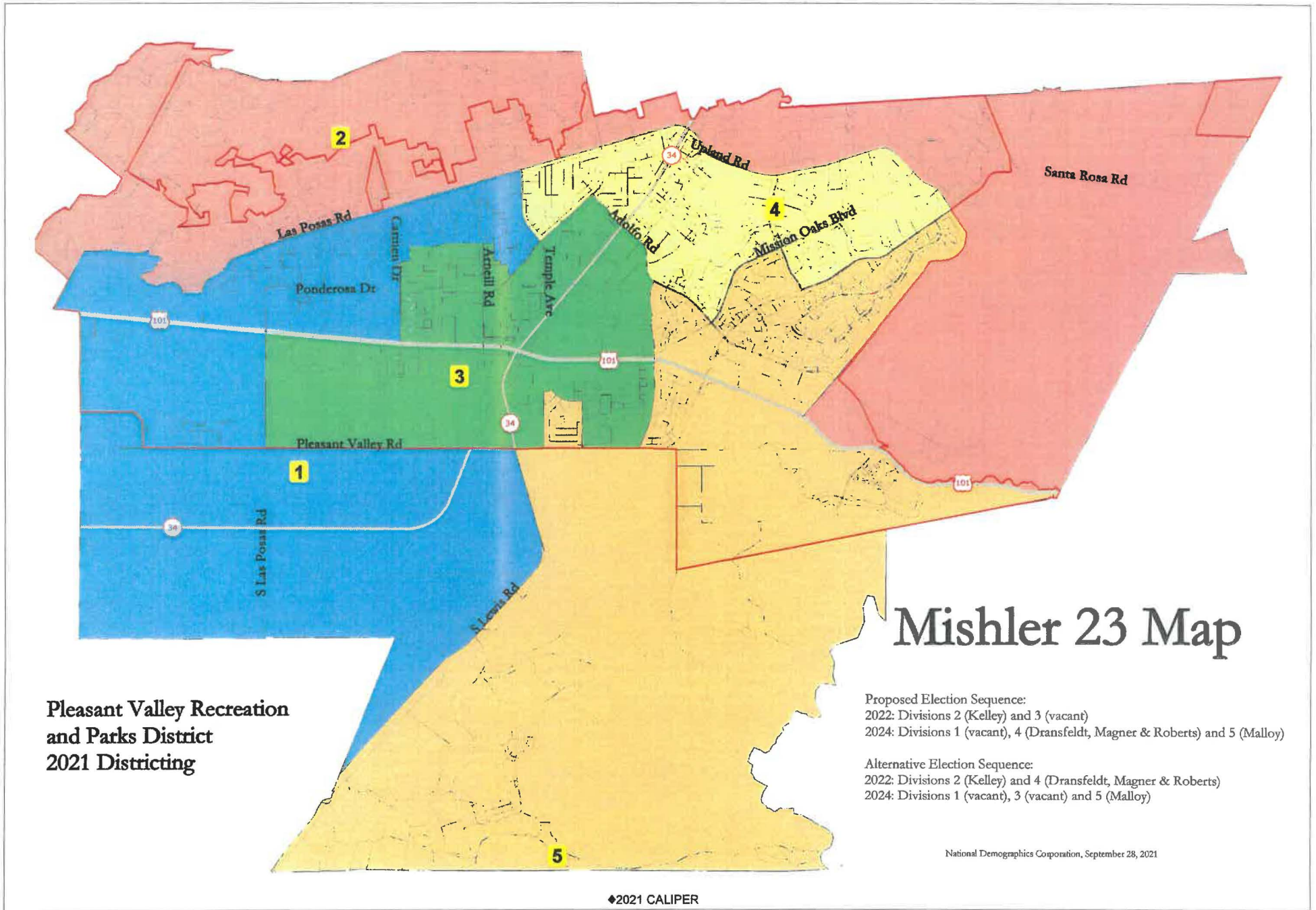


◆2021 CALIPER

PVRPD - Mishler 12 Map

Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	15,689	15,872	16,016	15,729	15,630	78,936
	Population Deviation	-98	85	229	-58	-157	386
	Pct. Deviation	-0.62%	0.54%	1.45%	-0.37%	-0.99%	2.45%
Total Pop.	Hispanic/Latino	41%	20%	24%	23%	28%	27%
	NH White	42%	62%	56%	58%	50%	54%
	NH Black	3%	2%	2%	2%	5%	3%
	NH Asian/Pac.Isl.	12%	13%	16%	16%	15%	14%
	NH Native Amer.	1%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	10,923	11,971	11,991	11,256	11,560	57,700
	Hisp	33%	16%	22%	23%	22%	23%
	NH White	56%	69%	67%	66%	62%	64%
	NH Black	1%	2%	1%	1%	5%	2%
	Asian/Pac.Isl.	9%	12%	11%	9%	11%	11%
Voter Registration (Nov 2020)	Total	9,251	12,172	11,298	11,152	8,971	52,844
	Latino est.	32%	15%	21%	17%	23%	21%
	Spanish-Surnamed	29%	14%	19%	16%	21%	19%
	Asian-Surnamed	3%	5%	5%	5%	3%	5%
	Filipino-Surnamed	2%	1%	2%	2%	2%	2%
	NH White est.	63%	77%	73%	75%	70%	72%
	NH Black	2%	3%	1%	1%	3%	2%
Voter Turnout (Nov 2020)	Total	7,652	10,960	9,999	9,971	7,795	46,377
	Latino est.	29%	14%	19%	17%	22%	20%
	Spanish-Surnamed	27%	13%	18%	15%	20%	18%
	Asian-Surnamed	3%	5%	5%	5%	3%	5%
	Filipino-Surnamed	2%	1%	2%	2%	2%	2%
	NH White est.	63%	77%	73%	75%	70%	72%
Voter Turnout (Nov 2018)	Total	4,409	8,536	8,235	7,200	5,302	33,682
	Latino est.	26%	12%	17%	13%	17%	16%
	Spanish-Surnamed	24%	11%	15%	12%	16%	15%
	Asian-Surnamed	3%	5%	4%	4%	3%	4%
	Filipino-Surnamed	2%	1%	2%	2%	1%	1%
	NH White est.	66%	80%	77%	80%	76%	77%
Age	age0-19	24%	20%	29%	16%	25%	23%
	age20-60	57%	44%	51%	49%	51%	50%
	age60plus	19%	36%	21%	35%	24%	27%
Immigration	immigrants	20%	12%	13%	15%	13%	15%
	naturalized	47%	71%	66%	73%	66%	63%
Language spoken at home	english	65%	82%	77%	77%	77%	76%
	spanish	24%	11%	13%	12%	12%	14%
	asian-lang	7%	5%	6%	7%	7%	6%
	other lang	4%	2%	4%	5%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	12%	6%	5%	6%	4%	7%
Education (among those age 25+)	hs-grad	41%	35%	40%	41%	43%	40%
	bachelor	22%	27%	29%	28%	25%	26%
	graduatedegree	12%	23%	15%	15%	17%	16%
Child in Household	child-under18	31%	23%	37%	20%	28%	27%
Pct of Pop. Age 16+	employed	69%	60%	67%	56%	58%	62%
Household Income	income 0-25k	16%	8%	7%	14%	13%	12%
	income 25-50k	15%	11%	11%	16%	13%	13%
	income 50-75k	19%	10%	13%	13%	14%	14%
	income 75-200k	42%	44%	53%	44%	49%	46%
	income 200k-plus	8%	27%	16%	14%	10%	15%
Housing Stats	single family	62%	95%	88%	88%	75%	81%
	multi-family	38%	5%	12%	12%	25%	19%
	rented	54%	19%	25%	30%	46%	35%
	owned	46%	81%	75%	70%	54%	65%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).



PVRPD - Mishler 23 Map

Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	15,673	15,872	15,619	15,883	15,889	78,936
	Population Deviation	-114	85	-168	96	102	270
	Pct. Deviation	-0.72%	0.54%	-1.06%	0.61%	0.65%	1.71%
Total Pop.	Hispanic/Latino	31%	20%	39%	24%	21%	27%
	NH White	46%	62%	43%	56%	61%	54%
	NH Black	5%	2%	3%	2%	2%	3%
	NH Asian/Pac.Isl.	16%	13%	13%	16%	14%	14%
	NH Native Amer.	1%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	9,896	11,971	10,605	12,004	13,225	57,700
	Hisp	20%	16%	34%	22%	24%	23%
	NH White	60%	69%	56%	67%	67%	64%
	NH Black	4%	2%	2%	1%	2%	2%
	Asian/Pac.Isl.	14%	12%	9%	11%	7%	11%
	Native Amer.	1%	2%	1%	1%	1%	1%
Voter Registration (Nov 2020)	Total	9,216	12,172	9,311	11,308	10,837	52,844
	Latino est.	27%	15%	30%	20%	16%	21%
	Spanish-Surnamed	25%	14%	28%	18%	14%	19%
	Asian-Surnamed	4%	5%	5%	5%	4%	5%
	Filipino-Surnamed	3%	1%	2%	2%	1%	2%
	NH White est.	66%	77%	63%	73%	79%	72%
	NH Black	3%	3%	2%	1%	1%	2%
Voter Turnout (Nov 2020)	Total	7,853	10,960	7,842	10,005	9,717	46,377
	Latino est.	26%	14%	28%	19%	15%	20%
	Spanish-Surnamed	24%	13%	26%	17%	14%	18%
	Asian-Surnamed	4%	5%	5%	5%	4%	5%
	Filipino-Surnamed	3%	1%	2%	2%	1%	2%
	NH White est.	66%	77%	63%	73%	79%	72%
	NH Black	3%	3%	2%	1%	1%	2%
Voter Turnout (Nov 2018)	Total	4,905	8,536	4,589	8,211	7,441	33,682
	Latino est.	20%	12%	24%	16%	12%	16%
	Spanish-Surnamed	19%	11%	23%	15%	11%	15%
	Asian-Surnamed	3%	5%	4%	4%	3%	4%
	Filipino-Surnamed	2%	1%	2%	2%	1%	1%
	NH White est.	72%	80%	66%	77%	82%	77%
	NH Black est.	2%	3%	2%	1%	1%	2%
Age	age0-19	27%	20%	24%	28%	16%	23%
	age20-60	52%	44%	56%	51%	49%	50%
	age60plus	21%	36%	20%	21%	34%	27%
Immigration	immigrants	17%	12%	18%	13%	14%	15%
	naturalized	54%	71%	57%	66%	70%	63%
Language spoken at home	english	73%	82%	68%	78%	77%	76%
	spanish	13%	11%	24%	12%	13%	14%
	asian-lang	11%	5%	5%	6%	6%	6%
	other lang	4%	2%	4%	4%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	6%	9%	5%	5%	7%
Education (among those age 25+)	hs-grad	43%	35%	39%	40%	43%	40%
	bachelor	24%	27%	25%	29%	26%	26%
	graduatedegree	16%	23%	12%	16%	15%	16%
Child in Household	child-under18	32%	23%	32%	36%	16%	27%
Pct of Pop. Age 16+	employed	66%	60%	66%	67%	53%	62%
Household Income	income 0-25k	10%	8%	17%	7%	16%	12%
	income 25-50k	13%	11%	14%	11%	16%	13%
	income 50-75k	19%	10%	12%	12%	15%	14%
	income 75-200k	47%	44%	44%	52%	44%	46%
	income 200k-plus	10%	27%	13%	17%	9%	15%
Housing Stats	single family	60%	95%	80%	89%	83%	81%
	multi-family	40%	5%	20%	11%	17%	19%
	rented	55%	19%	40%	24%	35%	35%
	owned	45%	81%	60%	76%	65%	65%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

**Pleasant Valley Recreation & Park District
Camarillo City Hall Council Chambers
Minutes Of Regular Meeting
September 1, 2021**

1. CALL TO ORDER

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

A. Recessed to Closed Session

B. Closed Session

1) Conference with Labor Negotiations

The District Board conducted a closed session, pursuant to Government Code section 54957.6 with the District's negotiators, Mary Otten, Kathryn Drewry, and Board Counsel regarding labor negotiations with the employee organization, SEIU Local 721.

C. Reconvened into Regular Meeting at 6:00 p.m. with nothing to report.

2. PLEDGE OF ALLEGIANCE

Chairman Mark Malloy led the pledge.

3. ROLL CALL

All present. Director Elaine Magner and Recreation Services Manager Eric Storrie teleconferenced.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Administrative Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Park Supervisor Brandon Lopez, Recreation Supervisors Lanny Binney and Macy Trueblood, and Alex Wilson.

4. AMENDMENTS TO THE AGENDA

No amendments were made to the agenda.

5. PRESENTATIONS

A. Part-Time Employee Recognition

Recreation Supervisor Macy Trueblood recognized Olivia Lloyd, a District lifeguard and swim instructor for her dedication and excellence in her field. She has also assisted in the District's special events and is an asset wherever she helps out.

6. PUBLIC COMMENT

Chairman Malloy accepted one public comment card from Michael Zabarsky for comment during the presentation of agenda item 8.A.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of July 7, 2021 and Special Board Meeting of August 13, 2021
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Annual Updates and Two-Year Agreement Between the District and Community Service Groups
- E. Consideration and Approval of Request for Proposals for the Freedom Pickleball Project
- F. Consideration and Approval of Request for Proposals for User Fees and Cost Recovery Study
- G. Review and Approval of Surplus Supplies and Equipment List
- H. Consideration and Approval of Request for Proposals for One New Fleet Vehicle
- I. Consideration and Approval of Notice of Inviting Bids for Parking Lot Repairs, Slurry and Re-Striping at Mission Oaks Park
- J. Consideration and Approval of Request for Proposals for LED Tennis Court Lights

Director Roberts requested that Item 7.D. *Annual Updates and Two-Year Agreement Between the District and Community Service Groups* be pulled for discussion. Mr. Roberts asked General Manager Mary Otten the procedure for the submittal of the 2 yr agreements from the CSO groups. Recreation Supervisor Lanny Binney provided a review of the process which was outlined in pages 47 through 54 of the staff report. Discussion included: existing agreements with soccer and softball groups for offsetting maintenance costs; agreements which have been in place since 2010/2013; a 16 to 20% offset to maintenance costs from CSO contributions; contribution of in-kind payments; maintenance costs for other locations; CSO payments for lighting, current process to approve CSO's; residency requirements, and the need to review current policy.

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

Voting was as follows:

Ayes: Kelley, Roberts, Magner, Chairman Malloy

Noes: Dransfeldt

Absent:

Motion: Carried

**Motion to
Approve
Consent
Agenda**

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration of a Construction Agreement and a Use and Maintenance Agreement with Miracle League of Camarillo

General Manager Mary Otten reviewed the components of the Construction Agreement and the Use and Maintenance Agreement with Miracle League for a baseball field to be built at Freedom Park.

Michael Zabarsky of Camarillo thanked the District for stepping up and giving the chance for the Miracle League of the 805 to provide a premier sports field. Mr. Zabarsky has been involved with Special Olympics for a while and has been able to witness Rick and Jodie Pena as a flame of hope in their willingness to fight for those in the community.

Discussion included: District's ability to use or rent field; possibility of an inclusive playground at either Freedom West or Ran Rancho; ADA compliance; and strong community support of project. Randy Churchill thanked the Board and stated that the support shown is a great example of government and the community working to get something done.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve both the Construction Agreement and the Use and Maintenance Agreement with Miracle League of Camarillo.

Motion to Approve Agreements with Miracle League

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

The Board recessed at 7:03 p.m. and reconvened at 7:10 p.m.

B. Consideration and Approval of Bid Award for the Remodeling of the Community Center Kitchen

Park Supervisor Brandon Lopez presented a recommendation for the Board to approve a bid award to Burner Construction for the remodeling of the Community Center Kitchen. Discussion included the purchase of quality appliances and a January 2022 project completion timeline.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Magner to approve and authorize the General Manager to enter into an agreement between the District and Burner Construction Corp. for the demolition, construction, and installation of the Community Center Kitchen Remodel.

Motion to Approve Bid Award to Burner Const. for CC Kitchen Remodel

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Resolution No. 687 Approving the Budget Transfers and Adjustments for FY 2021-2022

Administrative Services Manager Leonore Young presented three opportunities that have materialized for the District that affect the budget: the Community Development Block Grant (CDBG), the Capital Improvement Item, and the City of Camarillo Christmas Parade Contribution. The CDBG funds would support a food distribution program and the capital improvement item is the purchase of a turf sweeper. The Board thanked the City for the CDBG funds and the Christmas Parade contribution.

Chairman Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Magner to:

1) Approve budget adjustments for:

- a) \$42,428 for the Community Development Block Grant - Fund 50
- b) \$35,000 Camarillo Christmas Parade
- c) \$8,190 Capital Improvement Item – 2013 Wiedenmann

AND

2) Approve budget transfers for:

- a) \$15,000 transfer from Fund 10-Division 503 to Fund 10-Division 520
- b) \$14,550 transfer from Fund 10-Division 503 to Fund 10-Division 505

AND

3) Adopt Resolution No. 687 to Approve Budget Adjustments/Transfers for FY 2021-2022.

**Motion to
Approve
Budget Adj.
and Transfers
For FY 21/22**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Consideration and Approval of Resolution No. 688. Adopting a District Financial Reserve Policy

Administrative Services Manager Leonore Young presented a resolution updating the District Financial Reserve Policy. Discussion included the added category for compensated absences and a balance of under \$500,000 for the absences.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Magner to approve Resolution No. 688, adopting a District Financial Reserve Policy.

Motion to Approve Reso #688, Updating Reserve Policy

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

E. Consideration and Approval of Resolution No. 689, Adopting a Financial Investment Policy

Administrative Services Manager Leonore Young presented a resolution updating the District Financial Investment Policy.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve Resolution No. 689, adopting a Financial Investment Policy.

Motion to Approve Reso #689, Updating the Investment Policy

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

F. Consideration and Approval of Resolution No. 690, Adopting the District's Financial Debt Policy

Administrative Services Manager Leonore Young presented a resolution updating the District Debt Policy.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve Resolution No. 690, adopting the District's Financial Debt Policy.

Motion to Approve Reso #690, Updating the Debt Policy

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

G. Consideration and Approval for Parking Lot Repairs, Slurry and Re-Striping at Springville Park

Park Services Manager Bob Cerasuolo presented a recommendation to award a bid to Pavement Coatings Co. for the repair of the lower parking lot at Springville Park. Discussion included: need because of higher use at courts and use of Type 2 sealcoat.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the General Manager to enter into an agreement with Pavement Coatings Company for the asphalt repairs needed at the lower parking lot located at Springville Park in the amount of twenty-three thousand, six hundred dollars and twenty-two cents (\$23,600.22).

Motion to Approve Pavement Coatings Co. for Springville Lower Parking Lot Repairs

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

H. Consideration and Approval of Service Contract with Disability Access Consultants, LLC to Perform and Produce an American with Disabilities Act Self-Evaluation and Transition Plan for the District

Administrative Analyst Jessica Puckett presented a recommendation to have Disability Access Consultants, LLC (DAC) assist the District with completing an ADA Transition Plan and Self-Evaluation to address the compliance of Title II of the ADA. DAC has partnered with the District's insurance provider, CAPRI, to provide a customized ADA compliance training and 20% discount for these consulting services. Discussion included: CAPRI's recommendation; inspection of about 29 sites; no current estimate for repair recommendations; need for acknowledgement of the District's barriers and when we can fix them; need to have a plan in place for any additional capital projects; apparent high cost of service; offerance of training; and familiarity with CAPRI's proactive training programs.

Chairman Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Roberts to approve and authorize the General Manager to enter into a contract for consulting services with Disability Access Consultants, LLC to complete an ADA Transition Plan and Self-Evaluation for \$82,880.00.

Motion to Approve DAC for ADA Plan

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. ORAL COMMUNICATIONS-INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy reported on the meetings he attended in the last two months and his emceeding duties for the Summer Concert Series (SCS) which have been successful. He thanked Directors Kelley, Magner and Dransfeldt for assisting as well. Mr. Malloy thanked the City of Camarillo for funding the SCS and for the transfer of Prop 68 funds to the District for park expansions. CalPERS investment returns are at 21% and employees and the District will be paying 0.5% more this year toward the unfunded liability.

B. Ventura County Special District Association/California Special District Association – CSDA - Director Magner is in Monterey, CA for the annual CSDA Conference and Showcase. She was re-elected as VP of the executive board. VCSDA - Director Magner stated that the group met on August 3 with a hybrid zoom meeting. The VC chapter received an award for chapter of the year for political advocacy.

C. Ventura County Consolidated Oversight Board – Mike Mishler provided a report in an attachment from a July 28, 2021 meeting which showed the successor agency bond debt schedules.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported on a July 19 meeting. Discussion was on the parks role and enforcement policies regarding e-bikes.

E. Standing Committees – Finance – Director Roberts stated that the policies were covered in the evening's agenda. Liaison – No meeting. Long Range Planning – Director Roberts stated that there was a meeting in July and another forthcoming in September. They are looking at feasibilities and time lines. Personnel – Director Kelley stated that they met on July 28 and covered the unrepresented employee manual and policy and procedures. Policy – Chairman Malloy reported that the committee met on Board decorum and norms.

F. Ad Hoc Committees – Pickleball/Tennis – There was no meeting, but a pickleball group held a tournament in July with over 170 players, 90 volunteers and over 300 viewers. The group raised over \$10,000 from the tournament.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that there is a new logo design. Fundraisers are the Park Challenge event on September 18 and an upcoming Winter Wonderland of Wreaths.

H. General Manager's Report – Ms. Otten reported that the last concert for the summer will be on September 4 with Raymond Michaels. Four park staff employees were recently hired and Customer Service Representative Stephanie McClure retired after 15 years with the District. The District will be hiring a new Recreation Specialist in the next few weeks. Ms. Otten thanked the City of Camarillo for over \$400,000 in funds from the Prop 68 process. These funds will be expended by March 2024 and are projected for the Arneill Ranch Park renovation and/or the Freedom Park pickleball project. At Woodcreek Park, construction of the well has begun. A wall and fencing was installed and the timeline for this project is about 365 days long.

I. Board Members – Director Dransfeldt thanked Recreation Specialist Connor Soudani and the recreation team for the Summer Concert Series. She attended and stated that there was a problem with the sun in concert goers eyes and lack of shade, but that the concerts were very well attended. Ms. Dransfeldt attended the Summer Campout at Camarillo Grove

Park and was impressed with the Chumash storytelling and the park itself. Ms. Dransfeldt has also attended HCF hikes and aquatic classes with her daughter. Director Kelley stated that the soccer players are happy to be playing regular schedules again. Director Roberts stated that the Summer Campout was great and he attended some of the summer concerts. Mr. Roberts felt that the earlier time seems to work even though some of the concert goers did not like it.

10. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:53 p.m. in recognition of Stephanie McClure who recently retired after many years of service.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
September 8, 2021**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:30 pm by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Administrative Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Mike Mishler and David Woodbury.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS

A. Public Hearing #1: Discussion of the Proposed Composition of the District's Voting Divisions

General Manager Mary Otten introduced Douglas Johnson, president of National Demographics Corporation (NDC) who, via video conferencing, presented information on the voting division process. Mr. Johnson provided a sample demographic summary (included in the Supplemental Material posted on www.pvrpd.org) which will be updated with 2020 demographic data for Pleasant Valley Recreation & Park District.

For this educational and informational meeting, public input was requested from the audience. Mike Mishler stated that he had provided maps to the City of Camarillo when they went through the districting process a few years back. He asked about draft map deadlines, map software, provision of neighborhood spreadsheets, an explanation of racial gerrymandering and NDC's map submittals. Board discussion included: an acceptable 5% population deviation when drawing divisions; population based on infill of current boundaries and developments underway; consideration of roadways and neighborhoods; boundaries different from the City; and sequencing of 2022 and 2024 open director elections. There was a request that a page be devoted on the District's website regarding the voting division process and mapping. General Manager Otten

stated that the next meetings are scheduled for September 21, October 6, October 28 and November 4.

7. ORAL COMMUNICATIONS

None.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:18 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
September 21, 2021**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 pm by Chairman Malloy and then recessed to closed session.

2. CLOSED SESSION

A. Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721. The regular meeting reconvened at 6:40 p.m. with nothing to report.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

All present. Tiffany Israel, Doug Johnson and Jordan Roberts teleconferenced.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Administrative Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Recreation Supervisor Macy Trueblood, Development Analyst Katlyn Simber-Clickener, Mike Mishler and David Woodbury.

5. ADOPTION OF AGENDA

Agenda accepted as presented.

6. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

7. NEW ITEMS – PUBLIC HEARING

A. Public Hearing #2: Discussion of the Proposed Composition of the District's Voting Divisions

General Manager Mary Otten introduced Doug Johnson with National Demographics Corporation (NDC), who provided an election system and voting divisions summary which was introduced at the first public hearing on September 8, 2021. Mr. Johnson included a demographic summary with official 2020 demographic data for PVRPD. The Citizen Voting Age Population category as the best measure of votable community members showed 23% Hispanic, 64% NH White, 2% NH Black and 9% Asian/Pac.Isl. of a 57,613 eligible voter population.

For this educational and informational meeting, public input was requested from the audience. Mike Mishler asked about specific tract numbers and map submittal preferences. David Woodbury asked if a spreadsheet of the population numbers would be provided. Board discussion included a request for a density map to assist with draft mapping and NDC's submission of 3 draft maps. Mr. Johnson stated that the census block data and the population density map would be posted on PVRPD's website. (www.pvrpd.org) General Manager Otten requested that any draft maps be sent to herself by Monday, September 27, 2021 by 5:00 p.m. so they can be included in the staff report for the next Public Hearing #3 which will be a part of the October 6, 2021 Regular Board Meeting at the City Hall Council Chambers at 5:00 p.m.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:01 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

Pleasant Valley Recreation and Park District
 Finance Report
 August 2021

	Date	Amount	
Accounts Payables:	08/2021	\$ 422,873.45	
	Total	\$ 422,873.45	
Payroll (Total Cost):	8/5/2021	\$ 136,485.67	
	M.Guerrero Pay Adjustment	\$ 12.10	
	8/19/2021	\$ 142,092.31	
	08/2021 Board Comp.	\$ 1,731.88	
	Total	\$ 280,321.96	
Outgoing:Online Payments			
	8/6/2021	\$ 14,342.63	CALPERS- Ret.-PR-08/05/2021
	8/10/2021	\$ 32,785.95	CALPERS- Health Insurance
	8/11/2021	\$ 521.25	VSP- Vision Insurance
	8/11/2021	\$ 1,661.91	The Hartford
	8/11/2021	\$ 2,427.68	The Guardian
	8/11/2021	\$ 378.84	Aflac
	8/11/2021	\$ 1,050.00	GASB 68 Repotrting
	8/20/2021	\$ 14,333.75	CALPERS- Ret.-PR-08/19/2021
	8/23/2021	\$ 63.17	CALPFERS J.Juarez- Pay Adjustment
	Total	\$ 67,565.18	
	Grand Total	\$ 770,760.59	

CASH REPORT

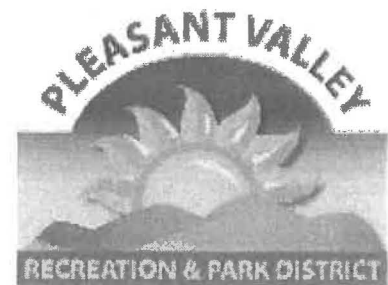
	8/31/2021 Balance	8/31/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 256,440.78	\$ 126,738.27	
457 Pension Trust Restricted	\$ 83,839.87	\$ 60,357.59	
Quimby Fee - Restricted	\$ 396,378.03	\$ 139,072.88	
Multi-Bank Securities Restricted	\$ -	\$ 419,061.14	
Ventura County Pool - Restricted	\$ 4,547,919.11	\$ 4,555,874.88	
FCDP Checking	\$ 13,601.61	\$ 22,128.61	
Total	\$ 5,298,179.40	\$ 5,323,233.37	
Semi-Restricted Funds			
Assessment	\$ 922,911.29	\$ 847,780.11	
Capital Improvement	\$ 30,013.95	\$ 113,744.90	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - Capital #1200	\$ 2,582,152.18	\$ 2,361,410.24	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 4,195,921.22	\$ 3,845,176.99	
Unrestricted Funds			
Contingency	\$ 12,238.68	\$ 37,205.96	
LAIF/Cal Trust - Contingency #1301	\$ 2,322,215.45	\$ 1,160,998.82	
General Fund Checking	\$ 338,536.04	\$ 111,512.05	
Total	\$ 2,672,990.17	\$ 1,309,716.83	
Total of all Funds	\$ 12,167,090.79	\$ 10,478,127.19	\$ 1,688,963.60

	9/8/2021 Balance	9/30/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 256,440.78	\$ 126,742.44	
457 Pension Trust Restricted	\$ 83,839.87	\$ 54,360.40	
Quimby Fee - Restricted	\$ 245,174.05	\$ 142,719.91	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,547,919.11	\$ 4,564,632.49	
FCDP Checking	\$ 13,601.61	\$ 21,539.61	
Total	\$ 5,146,975.42	\$ 5,325,415.99	
Semi-Restricted Funds			
Assessment	\$ 921,758.78	\$ 805,471.76	
Capital Improvement	\$ 30,013.95	\$ 225,202.58	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - Capital #1200	\$ 2,582,152.18	\$ 2,161,410.24	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 4,194,768.71	\$ 3,714,326.32	
Unrestricted Funds			
Contingency	\$ 12,233.00	\$ 12,182.77	
LAIF/Cal Trust - Contingency #1301	\$ 2,322,215.45	\$ 1,160,998.82	
General Fund Checking	\$ 150,891.16	\$ 62,064.12	
Total	\$ 2,485,339.61	\$ 1,235,245.71	
Total of all Funds	\$ 11,827,083.74	\$ 10,274,988.02	\$ 1,552,095.72

Bank Reconciliation

Board Audit

User: FSantos
 Printed: 09/01/2021 - 11:57AM
 Date Range: 08/01/2021 - 08/31/2021
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CALCARD CHARGES- 2	08/11/2021	420.45
0	LANNY BINNEY	BINNEY,L:REIMBURSEMENT- ICI	08/26/2021	11.90
24436	BILLY MICHAEL BLAIR	BLAIR,B:PERFORMANCE FEE/TW	08/03/2021	2,500.00
24437	GOOSETOWN PRODUCTIONS INC	GOOSETOWN PRODUCTIONS:SOI	08/03/2021	4,500.00
24454	BUENAVENTURA DOG TRAINING	BUENAVENTURA DOG TRNG. CLI	08/12/2021	300.00
24458	CANON SOLUTIONS AMERICA IN	CANON: BANNER SUPPLIES/SUM	08/12/2021	304.59
24467	GOOSETOWN PRODUCTIONS INC	GOOSETOWN PRODUCTIONS:SOI	08/12/2021	4,500.00
24468	HERALD PRINTING, LTD.	HERALD PRINTING:UTILITY BILL	08/12/2021	1,084.29
24480	MICHAEL WALLACE	WALLACE,M:PERFORMANCE FEE	08/12/2021	2,519.26
24483	UMPQUA BANK	UMPQUA BANK: PAYMENT LOAN	08/12/2021	121,000.00
24487	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 06/2021 INSUR	08/12/2021	2,145.00
24494	CANON SOLUTIONS AMERICA IN	CANON SOLUTIONS: VINYL/BAN	08/26/2021	228.45
24499	GOOSETOWN PRODUCTIONS INC	GOOSETOWN PRODUCTIONS:SOI	08/26/2021	4,500.00
24500	RAYMOND HEBEL	HEBEL,R:PERFORMANCE FEE/RA	08/26/2021	2,500.00
24515	IBEW LOCAL #952	IBEW #952: REFUND RENTAL DEP	08/26/2021	200.00

Total for Department: 00 Non Departmentalized

146,713.94

Department: 03 Recreation

0	SUPER SOCCER STARS	SUPER SOCCER STARS: INTRUCT	08/12/2021	1,413.75
0	SUPER SOCCER STARS	SUPER SOCCER STARS: INSTRUC	08/26/2021	1,131.00
0	US BANK	US BANK: CALCARD CHARGES- 2	08/11/2021	4,560.54
0	ANN M. WRIGHT	WRIGHT,A: INSTRUCTOR FEES/B	08/12/2021	260.00
0	ELEONORA CORTINA	CORTINA,E: INSTRUCTOR FEES/Z	08/12/2021	163.80
0	KATIE SHINDEN	SHINDEN, K:INSTRUCTOR FEES/H	08/12/2021	1,075.20
0	KATIE SHINDEN	SHINDEN,K:INSTRUCTOR FEES/K	08/26/2021	358.40
0	PATRICIA J. BOLLAND	BOLLAND,P: INSTRUCTOR FEES/I	08/12/2021	734.50
24439	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: DEP. CONS	08/04/2021	250.00
24445	ALL GOOD DRIVING SCHOOL, INC	ALL GOOD DRIVING SCHOOL: IN	08/12/2021	54.60
24453	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	08/12/2021	139.53
24460	CIAO WIRELESS	CIAO WIRELESS: REFUND/ TEAM	08/12/2021	270.00
24465	SILVIA ESTRADA	S.ESTRADA: CLASS REFUND/WIT	08/12/2021	237.50
24466	SHELLEY GODFREY	S.GODFREY: REFUND OF CODE 0	08/12/2021	200.00
24469	DANIEL E. HOWARD	HOWARD,D: INSTRUCTOR FEES/J	08/12/2021	429.00
24473	HARVEY MARDYKS	H.MARDYKS: INSTRUCTOR FEES	08/12/2021	752.05
24481	YAA CREATIONS LLC	YAA CREATONS-SNAPOLGY:IN	08/12/2021	2,210.00
24482	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION:INSTRUCTO	08/12/2021	4,537.00
24484	RUSSELL AVISON	R.AVISON- CHECK REISSUE- TO F	08/12/2021	579.15
24494	CANON SOLUTIONS AMERICA IN	CANON SOLUTIONS: VINYL/PVRJ	08/26/2021	228.44
24495	JOHN CARRILLO	CARRILLO,J: SOFTBALL FORFEIT	08/26/2021	30.00
24502	ROBERT INGLIS	R.INGLIS: INSTRUCTOR FEES/PAI	08/26/2021	195.00
24506	HARVEY MARDYKS	MARDYKS,H:INSTRUCTOR FEES/	08/26/2021	1,446.25
24508	PARKER ANDERSON ENRICHMEN	PARKER ANDERSON ENRICHMEN	08/26/2021	1,105.65
24513	BRIAN DELAHOYDE	DELAHOYDE,B: FORFEIT FEE FR	08/26/2021	30.00
24517	LUCILE B. MOSIER	L.MOSIER; INSTRUCTOR FEES/M	08/26/2021	656.50
24519	MARIO SANCHEZ	SANCHEZ,M: UMPIRE FEES/SOFT	08/26/2021	250.00
24524	DUNCAN YOUNG	YOUNG,D:INSTRUCTOR FEES/ TC	08/26/2021	1,379.62
24525	YAA CREATIONS LLC	YAA CREATIONS/SNAPOLGY: IN	08/26/2021	3,061.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
			Total for Department: 03 Recreation	27,738.98
Department: 04 Parks				
0	ARAMSCO INC.	ARAMSCO: 9 CASES BLACK TRA	08/10/2021	316.60
0	ARAMSCO INC.	ARAMSCO: 38X58 1.15 MIL BLACI	08/26/2021	2,553.79
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/F	08/02/2021	11,641.96
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	08/20/2021	14,450.56
0	CITY OF CAMARILLO	CITY OF CAM.: WATER SERVICE/I	08/25/2021	20,153.42
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	08/31/2021	28,823.63
0	CULLIGAN OF SYLMAR	CULLIGAN WATER:07/2021 BOTTI	08/10/2021	3.00
0	GRAINGER	GRAINGER: DEPRESSED CTR WH	08/26/2021	686.78
0	LINCOLN AQUATICS	LINCOLN AQUATICS: LIQUID CHI	08/26/2021	621.74
0	SOCAL GAS COMPANY	SOCAL GAS CO.: GAS SERVICE/FF	08/12/2021	2,007.46
0	SOCAL GAS COMPANY	SO CAL GAS CO.: GAS SERVICE/A	08/31/2021	1,933.79
0	SOUTHERN CALIF EDISON COMP.	SCE POWER SERVICE/WOODSIDE	08/11/2021	14,214.09
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/DOS CAMI	08/16/2021	141.07
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/CHARTER	08/18/2021	2,004.87
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/VELLE LIN	08/25/2021	109.49
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/COMM. CT	08/26/2021	4,916.80
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/FREEDOM	08/31/2021	1,067.44
0	UNITED SITE SERVICES OF CA IN	UNITED SITE SVC:PORTABLE RES	08/23/2021	123.93
0	US BANK	US BANK: CALCARD CHARGES-	08/11/2021	5,191.94
0	W & S SERVICES	W&S: 07/2021 SEWER SERVICE/FR	08/12/2021	446.90
0	WEX BANK	WE BANK: 07/2021 FUEL PURCHA	08/03/2021	4,052.23
24441	BIGBRAND TIRE & SERVICE	BIGBRAND TIRE: GOLF CART TIR	08/05/2021	463.31
24442	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: GALLON CEME	08/10/2021	165.78
24450	AMERICAN AUTOMATIC DOORS I	AMERICAN AUTOMATIC DOORS:	08/12/2021	1,238.00
24452	B & B DO IT CENTER	B&B: SINGLE-SIDED KEY/AQUAT	08/12/2021	23.52
24455	CAL-COAST MACHINERY INC. - S.	CALCOAST MACHINERY: TURF S	08/12/2021	9,357.01
24456	CAL-COAST MACHINERY INC. - S.	CAL COAST MACHINERY: HYDR/	08/12/2021	329.85
24457	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: NEW	08/12/2021	60.32
24461	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/F	08/12/2021	10,561.14
24462	CITY OF OXNARD-CITY TREASUF	CITY OF OXNARD: MONTHLY RE	08/12/2021	95.40
24463	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER:MC	08/12/2021	54.00
24464	EMG HOLDINGS, LLC	EMG:45 CASES DOG WASTE BAG:	08/12/2021	4,837.50
24472	LINCOLN AQUATICS	LINCOLN AQUATICS: INVOICE D	08/12/2021	85.64
24474	NAPA AUTO PARTS	NAPA AUTO:V-BELTS FOR VAC	08/12/2021	141.68
24475	PACIFIC SOD	PACIFIC SOD: SOD FOR FREEDOM	08/12/2021	936.94
24476	PEACH HILL SOILS INC.	PEACH HILL SOILS: TOPPER FOR	08/12/2021	158.19
24478	SITEONE LANDSCAPE SUPPLY LI	SITEONE: IRRIGATION SUPPLIES/	08/12/2021	1,022.23
24479	TURF STAR INC.	TURF STAR: RECEPTACLE CHAR	08/12/2021	114.91
24485	APOLLO WOOD RECOVERY, INC.	APOLLO WOOD RECOVERY, INC.	08/12/2021	3,467.18
24486	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/QUIT	08/12/2021	28,127.36
24487	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 06/2021 INSUR/	08/12/2021	-156.76
24489	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF:ROUND-UP PRO-MAX	08/26/2021	350.60
24490	ALL-PHASE ELECTRIC SUPPLY CC	ALL-PHASE ELECTRIC: 25-LED LI	08/26/2021	329.08
24491	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECY: 7/2	08/26/2021	947.39
24492	BIGBRAND TIRE & SERVICE	BIG BRAND TIRE: TIRES/TRUCK #	08/26/2021	264.02
24496	CITY OF OXNARD-CITY TREASUF	CITY OF OXNARD: DUMPING FEE	08/26/2021	44.69
24497	COUNTY OF VENTURA	COUNTY OF VENTURA: 06/2021 C	08/26/2021	87.50
24498	DEPT. OF INDUSTRIAL RELATION	DEPT INDUSTRIAL RELATIONS: A	08/26/2021	48.75
24501	HOSE- MAN INC.	HOSE-MAN,INC: FITTINGS FOR T	08/26/2021	11.48
24503	KASTLE KARE	KASTLE KARE: RAT STATIONS/LA	08/26/2021	100.00
24505	M & B SERVICES INC.	M&B SERVICES: PLUMBING REP	08/26/2021	375.00
24507	NATURAL GREEN LANDSACAPES	NATURAL GREEN: DUMP FEES/GI	08/26/2021	7,817.08
24509	PHOENIX GROUP INFORMATION ;	PHOENIX INFO SYS. GRP.: PCSC F	08/26/2021	239.79
24510	U-RENT INC.	U-RENT: CONCRETE GRINDER/M	08/26/2021	326.63
24511	B & B DO IT CENTER	B & B: KILZ SPRAY PRIMER/GRAI	08/26/2021	257.79
24518	NAPA AUTO PARTS	NAPA AUTO: NEW STARTER/TRUC	08/26/2021	609.40
24520	SITEONE LANDSCAPE SUPPLY LI	SITEONE:IRRIGATION SUPPLIES/	08/26/2021	553.16

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Total for Department: 04 Parks				188,907.05
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: 7/2021 LE	08/12/2021	4,257.00
0	CULLIGAN OF SYLMAR	CULLIGAN: 07/2021 BOTTLED WA	08/10/2021	64.00
0	DIGITAL DEPLOYMENT	STREAMLINE: 8/2021 WEBSITE S	08/11/2021	300.00
0	EDD	EDD: SUI CHARGES FOR PERIOD	08/10/2021	596.00
0	SBRK FINANCE HOLDINGS, INC.	SPRINGBROOK HOLDING: FINAN	08/26/2021	8,344.35
0	SPECTRUM BUSINESS	SPECTRUM: TV CABLE SERVICE-	08/26/2021	17.05
0	US BANK	US BANK: CALCARD CHARGES- 2	08/11/2021	3,085.75
0	W & S SERVICES	W&S: ACH FEE	08/12/2021	0.75
24440	VCSDA	VCSDA: DRANSFELDT-MEETING	08/04/2021	21.00
24443	ACCU-PRINTS/M&L PARTNERSHII	ACCU PRINTS: FINGERPRINTING,	08/12/2021	15.00
24444	ADVANTAGE TELECOM/A+WIREI	ADVANTAGE TELECOM: 08/2021 1	08/12/2021	1,521.71
24446	ALLCONNECTED, INC.	ALLCONNECTED: PRE-PAID BLO	08/12/2021	4,000.00
24447	ALLCONNECTED, INC.	ALLCONNECTED: 08/2021 COMPU	08/12/2021	900.00
24448	ALLCONNECTED, INC.	ALLCONNECTED: 8/2021 COMPU	08/12/2021	1,174.00
24449	ALLCONNECTED, INC.	ALL CONNECTED:APC- UPS	08/12/2021	539.62
24459	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH: 1	08/12/2021	100.00
24460	CIAO WIRELESS	CIAO WIRELESS: REFUND/ TEAM	08/12/2021	5.00
24465	SILVIA ESTRADA	S.ESTRADA: CLASS REFUND/WIT	08/12/2021	5.00
24470	J. THAYER COMPANY	J THAYER: TONER CARTRIDGES/I	08/12/2021	528.38
24471	GRAYSON KENT	KENT,G: EDUCATION PRESENTAI	08/12/2021	225.00
24504	KONICA MINOLTA	KONICA MINOLTA: 7/2021 BIZHUI	08/26/2021	972.70
24512	BAY ALARM	BAY ALARM: ALARM MONITOR 5	08/26/2021	345.00
24514	JASON HARDMAN	J.HARDMAN/SOCAL SIGNWORX:	08/26/2021	3,066.83
24516	J. THAYER COMPANY	J THAYER:OFFICE SUPPLIES/LAM	08/26/2021	68.73
24521	STATE OF CALIFORNIA DEPT. OF	STATE OF CA/DOJ: FINGERPRINT:	08/26/2021	32.00
24522	CODY SWANSON	SWANSON,C: INSTRUCTOR FEES/	08/26/2021	100.00
24523	RONDA WERNER	WERNER,R:THE FINISH LINE/EMI	08/26/2021	56.81
Total for Department: 05 Administration				30,341.68
Total for Fund:10 General Fund				393,701.65

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
24477	RJ THOMAS MFG. CO., INC.	RJ THOMAS/PILOT ROCK: ALUMI	08/12/2021	7,130.49
24493	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: 8/2021 LANDSCAPI	08/26/2021	21,980.84
Total for Department: 00 Non Departmentalized				29,111.33
Total for Fund:20 Assessment Fund				29,111.33

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES- 7	08/11/2021	60.47
Total for Department: 00				60.47
Total for Fund:30 Park Dedication Fund				60.47

Grand Total

422,873.45

Ventura County Pool

Investment Name	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020
Ventura County Pool	1.887%	1.796%	1.604%	1.451%	1.293%	1.103%	.958%	.796%	.690%
	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Ventura County Pool	.518%	.464%	.495%	.410%	.383%	.357%	.361%	.331%	.305%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020
Local Agency Investment Fund (LAIF)	1.787%	1.648%	1.363%	1.217%	.920%	.784%	.685%	.620%	.576%
	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Local Agency Investment Fund (LAIF)	.540%	.458%	.407%	.357%	.339%	.315%	.262%	.330%	.221%

Cal Trust

Investment Name	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020
Cal Trust	.79%	.27%	.15%	.10%	.07%	.004%	.09%	.07%	.04%
	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Cal Trust	.03%	.03%	.03%	.05%	.05%	.05%	.03%	.04%	.03%

Ventura County Pool

Investment Name	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020
Ventura County Pool	1.887%	1.796%	1.604%	1.451%	1.293%	1.103%	.958%	.796%	.690%
	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Ventura County Pool	.518%	.464%	.495%	.410%	.383%	.357%	.361%	.331%	.305%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020
Local Agency Investment Fund (LAIF)	1.787%	1.648%	1.363%	1.217%	.920%	.784%	.685%	.620%	.576%
	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Local Agency Investment Fund (LAIF)	.540%	.458%	.407%	.357%	.339%	.315%	.262%	.330%	.221%

Cal Trust

Investment Name	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020
Cal Trust	.79%	.27%	.15%	.10%	.07%	.004%	.09%	.07%	.04%
	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Cal Trust	.03%	.03%	.03%	.05%	.05%	.05%	.03%	.04%	.03%

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

TO: BOARD OF DIRECTORS

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

DATE: October 6, 2021

SUBJECT: FINANCE REPORT AUGUST 2021

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for August 31, 2021 for Fund 10, Fund 20, Fund 30, and Fund 50.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH AUGUST 31, 2021

The District's Statements of Revenues and Expenditures for the period of July 1, 2021 through August 31, 2021 with a year-to-date comparison for the period of July 1, 2020 through August 31, 2020 are attached. The percentage rate used for the 2021-2022 fiscal year budget is 16.6% for Period 2 of the fiscal year.

REVENUES

Total revenue for the 2nd month ending August 31, 2021, for Fund 10 (General Fund) has an overall increase of \$124,978 in comparison to fiscal year 2020-2021. The variance from prior year is made up of Rental #5530 (\$51,671), Contract Class – Public Fees #5510 (\$33,385), Public Fees #5511 (\$26,155) and Contributions #5570 (\$15,000). The District is starting to see an increase in revenue from prior year since the restrictions of COVID-19 have been loosened but remains watchful monitoring the restrictions of COVID-19 and the effect it will have on the District's classes and programs.

Total revenue for the 2nd month ending August 31, 2021 for Fund 20 (Assessment District) is at 0.0% of budget. This is normal for the Assessment District as the Assessment District does not receive any significant revenue until the tax apportionment is received in December.

Fund 30, the Park Dedication Fund has had minimal revenue activity for the second month of FY2021-2022 reporting as the District does not budget for review.

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

EXPENDITURES

Personnel Expenditures have increased by \$99,348 for fiscal year 2021-2022 in comparison to personnel expenses for the same time last year. The increase is primarily due to PERS Unfunded

Liability #6170 (\$67,476) and Part-Time Salaries #6110 (\$22,770). Personnel is currently at 3.70 % above budget. This is due to the Cal PERS Unfunded Liability paid in full in July.

Service and Supply Expenditures for Fund 10 have decreased \$3,615 in comparison to the same time as last year. The decrease is made up of various line items.

Fund 20 is at 10.48% in Personnel and 5.50% in Service and Supplies.

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

Fund 50 will now start appearing in the monthly financials as a budget adjustment was approved by the Board in September for the CDBG for Food Share. There have been no expenses to record to Fund 50 currently.

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

FISCAL IMPACT

Overall, the financials show the District is over the approved budget for Fund 10 by 1.12% and under in Fund 20 by 10.97%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for August 31, 2021 for Fund 10, Fund 20, Fund 30, and Fund 50.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of August 31, 2021, Fund 10
(3 pages)
- 2) Financial Statement of Revenues and Expenditures as of August 31, 2021, Fund 20
(1 page)
- 3) Financial Statement of Revenues and Expenditures as of August 31, 2021, Fund 30
(1 page)
- 4) Financial Statement of Revenues and Expenditures as of August 31, 2021, Fund 50
(1 page)

General Ledger
Fund 10 General Fund
August 2021 16.6%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ (7,301,920.00)	\$ (7,301,920.00)	0.00%
Interest Earnings	5310	\$ -	\$ (77.93)	\$ (21.18)	\$ (14,928.00)	\$ (14,906.82)	0.14%
Park Patrol Citations	5506	\$ (213.59)	\$ (784.00)	\$ (213.59)	\$ (2,200.00)	\$ (1,986.41)	9.71%
Bingo Revenue	5508	\$ (1,479.75)	\$ -	\$ (3,581.00)	\$ -	\$ 3,581.00	0.00%
Excess Bingo Funds	5509	\$ (419.00)	\$ -	\$ (826.50)	\$ -	\$ 826.50	0.00%
Contract Classes-Public Fees	5510	\$ (20,979.88)	\$ (6,241.00)	\$ (39,626.48)	\$ (68,380.00)	\$ (28,753.52)	57.95%
Public Fees	5511	\$ (25,641.03)	\$ (8,755.00)	\$ (34,910.03)	\$ (244,121.00)	\$ (209,210.97)	14.30%
Public Fees-Entry Fees	5520	\$ (3,526.00)	\$ (2,019.00)	\$ (6,782.00)	\$ (25,840.00)	\$ (19,058.00)	26.25%
Vending Concessions	5525	\$ -	\$ -	\$ -	\$ (2,500.00)	\$ (2,500.00)	0.00%
Rental	5530	\$ (31,822.80)	\$ (7,537.25)	\$ (59,209.05)	\$ (261,412.00)	\$ (202,202.95)	22.65%
Cell Tower Revenue	5535	\$ (8,894.57)	\$ (16,139.85)	\$ (20,402.45)	\$ (91,704.00)	\$ (71,301.55)	22.25%
Parking Fees	5540	\$ (2,287.50)	\$ (998.95)	\$ (3,756.50)	\$ (7,012.00)	\$ (3,255.50)	53.57%
Activity Guide Revenue	5555	\$ -	\$ -	\$ -	\$ (10,000.00)	\$ (10,000.00)	0.00%
Sponsorships/Donations	5558	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)	0.00%
Staffing Cost Recovery	5563	\$ (1,055.00)	\$ (5,155.00)	\$ (2,610.75)	\$ (29,110.00)	\$ (26,499.25)	8.97%
Special Event Permits	5564	\$ -	\$ 100.00	\$ (100.00)	\$ -	\$ 100.00	0.00%
Security Services Recovery	5566	\$ (210.00)	\$ -	\$ (210.00)	\$ -	\$ 210.00	0.00%
Contributions	5570	\$ (50,000.00)	\$ (35,000.00)	\$ (50,000.00)	\$ (72,000.00)	\$ (22,000.00)	69.44%
Other Misc Revenue	5575	\$ (4,457.00)	\$ (10,318.49)	\$ (13,171.03)	\$ (54,880.00)	\$ (41,708.97)	24.00%
Credit Card Processing Fee	5576	\$ (10.00)	\$ 30.00	\$ (67.75)	\$ -	\$ 67.75	0.00%
Cash Over/Under	5580	\$ (20.00)	\$ (15.00)	\$ (20.00)	\$ -	\$ 20.00	0.00%
Incentive Income	5585	\$ (17.64)	\$ (44.48)	\$ (36.44)	\$ (2,700.00)	\$ (2,663.56)	1.35%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (17,610.38)	\$ -	\$ -	\$ -	0.00%
Conversion Adjustment	5900	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Surplus Carryover	5991	\$ -	\$ -	\$ -	\$ (16,397.00)	\$ (16,397.00)	0.00%
Revenue		\$ (151,033.76)	\$ (110,566.33)	\$ (235,544.75)	\$ (8,206,104.00)	\$ (7,970,559.25)	2.87%
YTD Comparison				\$ (124,978.42)			

Personnel

Full Time Salaries	6100	\$ 175,278.61	\$ 279,730.43	\$ 280,718.12	\$ 2,470,564.00	\$ 2,189,845.88	11.36%
Overtime Salaries	6101	\$ 914.17	\$ 1,510.94	\$ 1,358.68	\$ 23,594.00	\$ 22,235.32	5.76%
Car Allowance	6105	\$ 830.74	\$ 1,680.83	\$ 1,661.48	\$ 10,800.00	\$ 9,138.52	15.38%
Cell Phone Allowance	6108	\$ 1,054.14	\$ 2,136.77	\$ 1,988.28	\$ 15,420.00	\$ 13,431.72	12.89%
Part-Time Salaries	6110	\$ 35,574.91	\$ 30,797.13	\$ 53,567.65	\$ 479,525.00	\$ 425,957.35	11.17%
Retirement	6120	\$ 29,693.54	\$ 47,985.97	\$ 47,534.35	\$ 435,765.00	\$ 388,230.65	10.91%
457 Pension	6121	\$ 5,936.06	\$ 5,998.98	\$ 6,023.23	\$ 7,000.00	\$ 976.77	86.05%
Deferred Compensation	6125	\$ 371.05	\$ -	\$ 589.83	\$ 4,752.00	\$ 4,162.17	12.41%
Employee Insurance	6130	\$ 22,275.62	\$ 31,293.96	\$ 35,650.44	\$ 343,440.00	\$ 307,789.56	10.38%
Workers Compensation	6140	\$ 11,721.77	\$ 16,181.58	\$ 18,851.04	\$ 188,202.00	\$ 169,350.96	10.02%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Loan - Pension Obligation	6160	\$ 22,018.17	\$ 42,790.33	\$ 44,036.33	\$ 264,218.00	\$ 220,181.67	16.67%
PERS Unfunded Liability	6170	\$ -	\$ 434,065.00	\$ 501,541.00	\$ 516,970.00	\$ 15,429.00	97.02%
Personnel		\$ 305,668.78	\$ 894,171.92	\$ 993,520.43	\$ 4,800,250.00	\$ 3,806,729.57	20.70%
YTD Comparison				\$ 99,348.51			

Services and Supplies

Telephone/Internet	6210	\$ 1,688.92	\$ 3,189.04	\$ 3,338.55	\$ 21,008.00	\$ 17,669.45	15.89%
Internet Services	6220	\$ 2,374.00	\$ 2,978.00	\$ 4,175.00	\$ 36,862.00	\$ 32,687.00	11.33%
IT Infrastructure	6230	\$ 539.62	\$ 58.01	\$ 539.62	\$ 2,000.00	\$ 1,460.38	26.98%
Computer Hardware/Software	6240	\$ -	\$ 3,521.13	\$ 1,672.14	\$ 12,050.00	\$ 10,377.86	13.88%
Pool Chemicals	6310	\$ 621.74	\$ 741.00	\$ 621.74	\$ 8,250.00	\$ 7,628.26	7.54%
Janitorial Supplies	6320	\$ 3,897.92	\$ -	\$ 5,262.14	\$ 48,408.00	\$ 43,145.86	10.87%
COVID - Supplies	6321	\$ 80.44	\$ 398.17	\$ 80.44	\$ 5,600.00	\$ 5,519.56	1.44%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ -	\$ 13,745.00	\$ 13,745.00	0.00%
Water Maint & Service	6350	\$ -	\$ 142.30	\$ 67.00	\$ 1,265.00	\$ 1,198.00	5.30%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 880.00	\$ 880.00	0.00%
Insurance Liability	6410	\$ -	\$ 104,042.00	\$ 118,349.00	\$ 228,892.00	\$ 110,543.00	51.71%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 900.00	\$ 900.00	0.00%
Fuel	6510	\$ 4,272.63	\$ 7,426.57	\$ 8,548.03	\$ 51,600.00	\$ 43,051.97	16.57%
Vehicle Maintenance	6520	\$ 1,446.49	\$ 1,480.48	\$ 5,271.01	\$ 35,400.00	\$ 30,128.99	14.89%
Office Equipment Maintenance	6530	\$ -	\$ 116.89	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 2,245.51	\$ 4,069.72	\$ 4,026.66	\$ 88,000.00	\$ 83,973.34	4.58%

General Ledger
Fund 10 General Fund
August 2021 16.6%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
HVAC	6620	\$ -	\$ 2,382.14	\$ -	\$ 8,820.00	\$ 8,820.00	0.00%
Playground Maintenance	6630	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Turf Removal	6705	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Grounds Maintenance	6710	\$ 8,913.85	\$ 11,021.47	\$ 15,811.67	\$ 86,220.00	\$ 70,408.33	18.34%
Tree Care	6719	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 16,397.00	\$ 16,397.00	0.00%
Contracted Pest Control	6730	\$ 100.00	\$ 210.00	\$ 100.00	\$ 2,520.00	\$ 2,420.00	3.97%
Rubbish & Refuse	6740	\$ 12,153.82	\$ 14,968.26	\$ 17,482.64	\$ 79,346.00	\$ 61,863.36	22.03%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
Memberships	6810	\$ -	\$ 4,080.00	\$ 4,080.00	\$ 14,435.00	\$ 10,355.00	28.26%
Office Supplies	6910	\$ 1,639.54	\$ 467.78	\$ 3,379.25	\$ 12,709.00	\$ 9,329.75	26.59%
Postage Expense	6920	\$ -	\$ 21.15	\$ 1.50	\$ 12,700.00	\$ 12,698.50	0.01%
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ 2,490.00	\$ 2,490.00	0.00%
Printing Charges	6940	\$ -	\$ 1,400.74	\$ 972.70	\$ 14,123.00	\$ 13,150.30	6.89%
ActiveNet Charges	6950	\$ 2,861.70	\$ 1,940.47	\$ 7,900.03	\$ 47,732.00	\$ 39,831.97	16.55%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 545,454.00	\$ 545,454.00	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 258.44	\$ 258.44	\$ 1,137.00	\$ 878.56	22.73%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ 47.00	\$ 2,640.00	\$ 2,593.00	1.78%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 3,800.00	\$ 3,800.00	0.00%
Permit & Licensing Fees	7030	\$ -	\$ -	\$ 957.90	\$ 6,350.00	\$ 5,392.10	15.09%
State License Fee	7040	\$ -	\$ 657.50	\$ 48.75	\$ 1,000.00	\$ 951.25	4.88%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 81,550.00	\$ 81,550.00	0.00%
Legal Services	7110	\$ -	\$ 8,642.00	\$ 4,257.00	\$ 90,000.00	\$ 85,743.00	4.73%
Typeset and Print Services	7115	\$ -	\$ -	\$ -	\$ 24,300.00	\$ 24,300.00	0.00%
Instructor Services	7120	\$ 16,021.12	\$ 4,702.60	\$ 31,754.87	\$ 69,303.00	\$ 37,548.13	45.82%
PERS Admin Fees	7125	\$ 92.30	\$ 187.11	\$ 180.90	\$ 2,128.00	\$ 1,947.10	8.50%
Audit Services	7130	\$ -	\$ -	\$ -	\$ 20,275.00	\$ 20,275.00	0.00%
Medical & Health Svcs (HR)	7140	\$ -	\$ 400.00	\$ 100.00	\$ 8,670.00	\$ 8,570.00	1.15%
Security Services	7150	\$ 345.00	\$ 907.50	\$ 675.00	\$ 4,147.00	\$ 3,472.00	16.28%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 3,900.00	\$ 3,900.00	0.00%
Business Services	7180	\$ 1,067.05	\$ 23,262.61	\$ 27,918.44	\$ 67,660.00	\$ 39,741.56	41.26%
Umpire/Referee Services	7190	\$ 280.00	\$ -	\$ 280.00	\$ 1,500.00	\$ 1,220.00	18.67%
Subscriptions	7210	\$ -	\$ 167.52	\$ 9.99	\$ 3,723.00	\$ 3,713.01	0.27%
Rents & Leases - Equip	7310	\$ 9,807.57	\$ 199.57	\$ 9,931.50	\$ 24,000.00	\$ 14,068.50	41.38%
Bldg/Field Leases & Rental	7320	\$ 250.00	\$ -	\$ 250.00	\$ 60.00	\$ (190.00)	416.67%
Event Supplies	7410	\$ -	\$ -	\$ 465.00	\$ 3,330.00	\$ 2,865.00	13.96%
Supplies	7420	\$ -	\$ -	\$ -	\$ 4,900.00	\$ 4,900.00	0.00%
Bingo Supplies	7430	\$ -	\$ -	\$ 1,224.58	\$ 3,600.00	\$ 2,375.42	34.02%
Sporting Goods	7440	\$ -	\$ -	\$ 1,583.01	\$ 6,000.00	\$ 4,416.99	26.38%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 3,375.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	0.00%
Small Tools	7500	\$ 277.54	\$ -	\$ 277.54	\$ 6,000.00	\$ 5,722.46	4.63%
Safety Supplies	7510	\$ -	\$ -	\$ 260.00	\$ 2,550.00	\$ 2,290.00	10.20%
Uniform Allowance	7610	\$ -	\$ 294.72	\$ -	\$ 11,220.00	\$ 11,220.00	0.00%
Safety Clothing	7620	\$ -	\$ 500.18	\$ -	\$ 4,764.00	\$ 4,764.00	0.00%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
Conference&Seminar Staff	7710	\$ -	\$ 500.00	\$ 2,724.00	\$ 24,896.00	\$ 22,172.00	10.94%
Conference&Seminar Board	7715	\$ 21.00	\$ -	\$ 63.00	\$ 4,450.00	\$ 4,387.00	1.42%
Conference&Seminar Travel Exp	7720	\$ -	\$ -	\$ 1,149.83	\$ 14,718.00	\$ 13,568.17	7.81%
Out of Town Travel Board	7725	\$ -	\$ -	\$ -	\$ 2,420.00	\$ 2,420.00	0.00%
Private Vehicle Mileage	7730	\$ -	\$ 34.22	\$ -	\$ 3,892.00	\$ 3,892.00	0.00%
Buses/Excursions	7750	\$ -	\$ -	\$ -	\$ 17,400.00	\$ 17,400.00	0.00%
Utilities - Gas	7810	\$ 1,915.41	\$ 1,970.71	\$ 3,941.25	\$ 30,414.00	\$ 26,472.75	12.96%
Utilities - Water	7820	\$ 43,237.90	\$ 218,423.87	\$ 148,275.19	\$ 899,999.00	\$ 751,723.81	16.48%
Utilities - Electric	7830	\$ 1,021.58	\$ 18,587.92	\$ 22,453.76	\$ 190,000.00	\$ 167,546.24	11.82%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 56.81	\$ -	\$ 56.81	\$ 14,206.00	\$ 14,149.19	0.40%
Meals for Staff Training	7920	\$ (17.50)	\$ 45.71	\$ 153.92	\$ 3,500.00	\$ 3,346.08	4.40%
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 223,760.00	\$ 223,760.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ 833.34	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 3,053.75	\$ -	\$ 6,107.50	\$ 36,645.00	\$ 30,537.50	16.67%
Reserve Repair/Oper/Admin	7975	\$ 5,416.67	\$ 25,000.00	\$ 10,833.33	\$ 65,000.00	\$ 54,166.67	16.67%
Admin Fee/CC Refund 2020	8112	\$ 275.00	\$ 11,576.84	\$ 275.00	\$ -	\$ (275.00)	0.00%
Services and Supplies		\$ 125,957.38	\$ 481,807.68	\$ 478,192.63	\$ 3,502,788.00	\$ 3,024,595.37	13.65%
YTD Comparison				\$ (3,615.05)			

General Ledger
Fund 10 General Fund
August 2021 16.6%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Capital							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 64,730.00	\$ 64,730.00	0.00%
Switches and Servers	8474	\$ -	\$ 24,455.96	\$ -	\$ -	\$ -	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ 3,975.00	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 755.48	\$ -	\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
ECAA Loan-Lighting Project	8483	\$ -	\$ -	\$ 52.50	\$ 190,000.00	\$ 189,947.50	0.03%
HVAC Conference Room	8485	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Pool Vacuum	8486	\$ -	\$ -	\$ 5,203.25	\$ 6,000.00	\$ 796.75	86.72%
Springville Parking Lot	8487	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	0.00%
Mission Oaks Parking Lot	8488	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
Tennis Court Lighting	8489	\$ -	\$ -	\$ -	\$ 140,000.00	\$ 140,000.00	0.00%
Senlor Center Carpeting	8491	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Sr Ctr Upgrade to Sound Board	8492	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Bingo Console	8494	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Turf Sweeper	8495	\$ -	\$ -	\$ -	\$ 8,190.00	\$ 8,190.00	0.00%
ADA Transition Plan	8496	\$ -	\$ -	\$ -	\$ 82,880.00	\$ 82,880.00	0.00%
Capital		\$ -	\$ 29,186.44	\$ 5,255.75	\$ 737,300.00	\$ 732,044.25	0.71%

TOTAL EXPENSE	\$ 431,626.15	\$ 1,375,979.60	\$ 1,471,713.07	\$ 8,303,038.00	\$ 6,831,324.93	17.72%
TOTAL YTD COMPARISON			\$ 95,733.46			

General Ledger
Fund 20 Assessment District Fund
August 2021 16.6%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (61.28)	\$ (33.50)	\$ (238.00)	\$ (204.50)	14.08%
Assessment Revenue	5500	\$ -	\$ -	\$ -	\$ (1,209,566.00)	\$ (1,209,566.00)	0.00%
Revenue		\$ -	\$ (61.28)	\$ (33.50)	\$ (1,209,804.00)	\$ (1,209,770.50)	0.00%
YTD Comparison				\$ 27.78			
Expense							
Full Time Salaries	6100	\$ 1,543.36	\$ 2,260.96	\$ 2,194.76	\$ 20,831.00	\$ 18,636.24	10.54%
Cell Phone Allowance	6108	\$ 13.86	\$ 27.72	\$ 27.72	\$ 178.00	\$ 150.28	15.57%
Retirement	6120	\$ 254.49	\$ 369.32	\$ 365.07	\$ 3,568.00	\$ 3,202.93	10.23%
Employee Insurance	6130	\$ 290.60	\$ 351.26	\$ 400.72	\$ 3,749.00	\$ 3,348.28	10.69%
Workers Compensation	6140	\$ 167.43	\$ 220.72	\$ 238.98	\$ 2,483.00	\$ 2,244.02	9.62%
Personnel		\$ 2,269.74	\$ 3,229.98	\$ 3,227.25	\$ 30,809.00	\$ 27,581.75	10.48%
YTD Comparison				\$ (2.73)			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 10,676.01	\$ -	\$ 19,444.00	\$ 19,444.00	0.00%
Grounds Maintenance	6710	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Tree Care	6719	\$ -	\$ 3,750.00	\$ -	\$ 67,500.00	\$ 67,500.00	0.00%
Contracted LS Services	6720	\$ 21,980.84	\$ 84,164.56	\$ 59,974.05	\$ 465,913.00	\$ 405,938.95	12.87%
Park Amenities - Assess	6722	\$ -	\$ 929.12	\$ -	\$ 17,500.00	\$ 17,500.00	0.00%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 529,760.00	\$ 529,760.00	0.00%
Expense		\$ 24,250.58	\$ 102,749.67	\$ 63,201.30	\$ 1,149,496.00	\$ 1,086,294.70	5.50%
YTD Comparison				\$ (39,548.37)			
TOTAL EXPENSE		\$ 26,520.32	\$ 105,979.65	\$ 66,428.55	\$ 1,180,305.00	\$ 1,113,876.45	5.63%
TOTAL YTD COMPARISON				\$ (39,551.10)			

General Ledger
Fund 30 Quimby Fee Fund
August 2021 16.6%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (14.19)	\$ (20.20)	\$ (35,013.00)	\$ (34,992.80)	0.06%
MBS Interest Earnings	5320	\$ -	\$ (3,640.00)	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ -	\$ 3,654.19	\$ 20.20	\$ 35,013.00	\$ 34,992.80	0.06%
YTD Comparison				\$ (3,633.99)			
Expense							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Capital							
Arnell Ranch Park Renovation	8464	\$ 150,195.00	\$ -	\$ 150,195.00	\$ 1,477,651.00	\$ 1,327,456.00	10.16%
PVAC Restroom & Shower	8469	\$ -	\$ 141.44	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Community Center Kitchen	8480	\$ 1,008.98	\$ -	\$ 1,008.98	\$ 229,347.00	\$ 228,338.02	0.44%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Capital		\$ 151,203.98	\$ 141.44	\$ 151,203.98	\$ 3,106,998.00	\$ 2,955,794.02	4.87%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,635,060.97	\$ 615,428.73	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 2,800,000.00	Cornstock/Elacora Mission Oaks		\$ 433,615.81	\$ 2,215,593.19	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$-	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$-	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 6,400,589.70			\$ 3,153,428.61	\$ 4,396,569.35	

General Ledger
Fund 50 CDBG - Food Share
August 2021 16.6%

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

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

TO: BOARD OF DIRECTORS

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

DATE: October 6, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF REGULAR
BOARD MEETING DATES FOR 2022**

SUMMARY

It is recommended the Board of Directors consider and approve the District Board regular meeting dates for 2022. Typically this schedule comes before the Board in November but due to the scheduling conflicts, staff is bringing this before the Board earlier to finalize the schedule and confirm dates with the City of Camarillo.

BACKGROUND

Historically, the Board meets the first Wednesday of every month at the City Hall Council Chambers. Each year, the Board reviews the following upcoming year's Board calendar in December. There have been scheduling conflicts with the City of Camarillo for the past two years, resulting in the District moving some of the meeting dates to Thursdays.

ANALYSIS

This year there are **three** scheduling conflicts that staff believes should be addressed earlier to allow for necessary accommodations. Due to scheduling conflicts, the District is not able to reserve Council Chambers the first Wednesday in **February, November, or December**. Staff has identified that the **first Thursday in February, November, and December would be available** and is recommending the Board meet on the **first Thursday for February, November, and December**. The City has confirmed that the listed dates are compatible with the City Hall Council Chambers **2022** schedule.

It is recommended the Board review all the meeting dates and make recommendations for any additional changes due to holidays and or conflicts.

FISCAL IMPACT

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

RECOMMENDATION

It is recommended the Board review and approve the dates for the District's Regular Board Meetings for the calendar year 2022.

STRATEGIC PLAN COMPLIANCE

None.

ATTACHMENTS

- 1) Board of Directors Regular Meeting Dates 2022 Calendar (1 page)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

BOARD OF DIRECTOR MEETING DATES CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS 601 CARMEN DRIVE, CAMARILLO (UNLESS OTHERWISE NOTED)

2022 DATES

- Wednesday, January 5, 6:00pm
- Thursday, February 3, 6:00pm
- Wednesday, March 2, 6:00pm
- Wednesday, April 6, 6:00pm
- Wednesday, May 4, 6:00pm
- Wednesday, June 1, 6:00pm
- Wednesday, July 6, 6:00pm
- Wednesday, August 3, 6:00pm (*typically dark in August*)
- Wednesday, September 7, 6:00pm
- Wednesday, October 5, 6:00pm
- Thursday, November 3, 6:00pm
- Thursday, December 1, 6:00pm

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

TO: BOARD OF DIRECTORS

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

DATE: October 6, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR
PROPOSAL (RFP) FOR AUDITOR SERVICES**

SUMMARY

It is recommended the Board of Directors approve the Request for Proposals (RFP) for the Auditor Services. The District operates on a July 1 - June 30 fiscal year. The District anticipates a three-year audit services agreement, with the option to extend the agreement for two additional years, subject to annual review by the District. It is best practice for agencies to periodically evaluate management and financial service providers (auditors, banking, investing, insurance).

BACKGROUND

Each year, an audit of the District's financial statements is conducted by an independent auditor and the results are presented to the Board of Directors. The auditors for fiscal years ending June 30, 2013 through June 30, 2021 have been conducted by Moss, Levy and Hartzheim, LLP.

California Government Codes section 12410.6(b) requires that generally, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years after the 2013-2014 fiscal year. The District's current auditors Moss, Levy and Hartzheim abide by the California Government code section 12410.6(b) by changing lead auditors and team members every three years.

The District's contract for financial auditing consulting services expires this fiscal year and a new contract needs to be put into place for fiscal year 2021-22, 2022-23, and 2023-24 with an option to extend for two (2) years. To comply with this requirement as well as best practices, the District will send out Request for Proposals for auditing services to local area auditing firms, including the District's current auditing firm to fulfill the next contract.

ANALYSIS

The current agreement with Moss, Levy, and Hartzheim ends this fiscal year which means the District needs to enter into a new contract for audit services. A few of the benefits of a Request for Proposal (RFP) is to compare prices, schedules, scope, experience, and other criteria from a number of vendors before making a final decision.

The attached RFP provides an opportunity for firms to submit proposals for Audit Services for the District. The RFP as drafted requires the vendor to submit a complete package including but not limited to background, qualifications, references, staff qualifications and technical experience, specific audit approach, and cost estimates for all aspects of the project. The RFP clearly indicates the District does NOT need to select the lowest cost proposal but may choose according to what is in the best interest of the District.

At the Board of Directors' request, the RFP has been attached for review. Staff proposes that the RFP be issued no later than Friday, October 8, 2021, and be due by 5:00pm on November 5, 2021.

FISCAL IMPACT

Approval of the RFP has no fiscal impact. It is anticipated that the contract award will be placed on the January 2022 Board meeting agenda for action.

RECOMMENDATION

It is recommended that the Board of Directors review and approve the Request for Proposals for Auditor Services.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Goal E. Strategic Focus Area, 1.2 Goal: Utilize best accounting practices and forecast optimize revenue while controlling expenditures, Strategy C: Periodically evaluate management and financial service providers (auditors, banking, investing, insurance).

ATTACHMENTS

- 1) RFP – Auditor Services (16 pages)
- 2) Draft Professional Services Agreement (14 pages)

**Request for Proposal
for
Professional Auditing
Services**

**Invitation to Submit Proposal:
Due November 5, 2021 at 5:00 pm**



www.pvrpd.org • 805-482-1996

Leonore Young
Administrative Services Manager

Pleasant Valley
Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010
805-482-1996 ext. 111
Lyoung@pvrpd.org
www.pvrpd.org

PART 1 - AUDIT SPECIFICATIONS

I. INTRODUCTION

The Pleasant Valley Recreation & Park District (PVRPD) is requesting proposals from qualified firms of certified public accountants to audit the financial statements of the District for the fiscal years 2021-22, 2022-23 and 2023-24. At the option of the District, the audit engagement may be extended for up to two subsequent fiscal years by written amendment. These audits are to be performed in accordance with the Minimum Audit Requirements and Reporting Guidelines for California Special Districts as required by the State Controller's office, in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States.

There is no expressed or implied obligation of PVRPD to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right to reject any or all proposals submitted and/or waive any irregularity.

To be considered, four (4) copies of your proposal must be received by 5:00 PM, November 5, 2021. Please send proposals to:

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

It is anticipated the selection of a firm will be completed in late December 2021.

The District's most recent budgets and Financial Statements are available on the web at www.pvrpd.org. Questions about this Request for Proposal should be directed to Leonore Young at 805 482-1996 extension 111 or Lyoung@pvprd.org.

II. Description of Pleasant Valley Recreation & Park District

A. Pleasant Valley Recreation & Park District (www.pvrpd.org)

Pleasant Valley Recreation & Park District is an independent special district formed in 1962, to provide leisure and recreation services to the citizens in the Camarillo area, a population of 77,000.

Accounting and administrative functions are performed in the Administrative Services Division, which is responsible for accounting, financial reporting, budgeting, human resources, risk management and information technology. The District budget for 2021-22 is approximately \$8.9 million.

The District's fund structure includes:

- 1) General Fund
- 2) Assessment District Fund
- 3) Quimby (Park-in-Lieu) Fund
- 4) Park Impact Fees Fund
- 5) Community Development Block Grant-Food Share Fund

B. Information Technology

The District uses Springbrook accounting software for general ledger, budget, accounts receivable, accounts payable, human resources, and payroll accounting and is currently transitioning from Active Net to Smart Rec software to manage recreational activities.

III. REQUESTED SCOPE OF SERVICES AND AUDITOR RESPONSIBILITIES

A. Services to be performed by Auditors

1. In General:

The auditors will perform financial and compliance audits to determine (a) whether the financial statements of the District fairly present the financial position of PVRPD, and the results of the financial operations is in accordance with generally accepted accounting principles, and (b) whether the District has complied with laws and regulations that may have a material effect upon the financial statements for PVRPD.

2. Internal Control:

The auditors will examine the District's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the PVRPD General Manager and Administrative Services Manager. The examination shall be made, and reports rendered in accordance with generally accepted government auditing standards.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the reports. Non-reportable conditions discovered by auditors shall be reported in separate letters to management, which shall be referred to in the reports on internal controls.

Irregularities and illegal acts: Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

Mary Otten, PVRPD General Manager

Leonore Young, PVRPD Administrative Services Manager

3. Reporting and Communication:

The Administrative Services Manager or designee will be responsible for coordinating the audit process internally. The auditors will meet on a regular basis during the field work process with the Administrative Services Manager or designee to discuss preliminary audit findings and management recommendations.

Prior to issuing their final reports, the auditors will meet with the Administrative Services Manager and his/her designees.

The auditors may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of Government Accounting Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. They may also be asked to assist with the implementation of new pronouncements.

B. Specific Deliverables to the District

1. PVRPD

- Audit of the District's books and records
- Assist with the Fixed Assets Report if needed
- Preparation of Financial Statements in compliance with appropriate GASB pronouncements with publication no later than December 31
- Single audit by federal due date (as necessary)
- Preparation of District's Special Districts Financial Transactions Report

IV. DISTRICT'S RESPONSIBILITIES

- A. District staff will prepare the final closing of the books. The District will provide trial balances for all funds as well as detailed subsidiary ledgers.
- B. District staff will produce the confirmation letters that are mailed by the auditors.
- C. District staff will be available to assist the auditors in locating records and preparing audit schedules. All requests will first be directed to the Administrative Services Manager or his/her designee.
- D. The District will provide the auditor with reasonable workspace, desks, chairs, printers, telephones, facsimile and photocopy machines.

V. BASIS FOR COMPENSATION

- A. The District will pay the auditors for those services described in Part I, Section III (Auditor's Responsibilities) the not-to-exceed amount contained within the agreement. For additional services required after the inception of the agreement, written approval by the District is required in advance of such services being rendered, for which a fee will be paid based on the auditor's quoted hourly rates.
- B. The auditors may submit itemized bills for their services at the end of each calendar month. The District will promptly review and act upon these bills.

VI. ADDITIONAL PROVISIONS

- A. The auditor shall be an independent contractor and its officers, agents, and employees shall not be deemed officers, agents, or employees of the District.
- B. No officer, agent, or employee of the District and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the auditors shall serve on a District committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- C. The auditors shall not assign or transfer or subcontract this agreement, any interest therein, or claim thereunder without the prior written approval of the District.
- D. The District may terminate this agreement at any time by giving the auditors not less than thirty (30) days prior written notice of such termination. Nothing herein shall be deemed a limitation upon the District's right to terminate for cause or otherwise to pursue such legal or equitable rights or remedies which may accrue to the District hereunder. The District will pay the auditor an amount that bears the same ratio to the maximum contract price as the work delivered to the District bears for completed services contemplated under this Agreement, unless such termination is made for cause, in which event,

compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- E. Time is of the essence in each and all the provisions of this agreement.
- F. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
- G. The firm will warrant that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. The auditor does not and shall not discriminate against persons employed or seeking employment with them, nor discriminate in the provision of services, based on age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational or service qualification pursuant to the California Fair Employment & Housing Act.
- H. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the District of the need to extend the retention period. The auditors shall make their working papers available to successors and to the District and any parties designated by the federal or state governments or by the District as part of an audit quality review process. The auditor shall make their working papers available for inspection if the District is a sub recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

PART 2 - PROPOSAL REQUIREMENTS AND INFORMATION

I. PROPOSAL PROCESS AND CALENDAR

Distribution of RFP	October 8, 2021
Deadline for submission of questions	October 22, 2021
Proposal submission	November 5, 2021
Review by Finance Committee	November 17, 2021
Notification to all proposers	November 29, 2021
Oral presentations, as needed	Week of December 6, 2021
Board Approval	January 5, 2022
Notification of Finalist	January 6, 2022
Expected Signing of Contract	January 10, 2022

II. PROPOSAL REQUIREMENTS

A. Independence

The firm should provide an affirmative statement that it is independent of the District as defined by generally accepted auditing standards. Moreover, the firm must have no conflict of interest about any other work performed for the entity being audited. It is understood that the services performed by the auditor is in the capacity of independent contractors and not as an officer, agent, or employee of the District.

B. License to Practice in California

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

C. Firm Qualifications and Experience

1. The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work is to be performed, and the number and nature of the staff to be so employed.
2. The firm is required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
4. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 10) performed in the last five years that are like the engagement described in this request for proposals. These engagements should be ranked based on total staff hours.

Please indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

D. Partner, Supervisory and Staff Qualifications and Experience

The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in California. The firm also should provide information on the governmental auditing experience, including the scope of audit services requested by the District of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible, including resumes, regarding the number, qualifications, experience, and training of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the firm if replacements have substantially the same or better qualifications or experience.

E. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Part I, Section III of this request for proposals.

F. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the District.

G. Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

H. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The proposal should include a schedule of professional fees and expenses, presented in the format shown in Appendices C and D, which supports the total all-inclusive maximum price.

I. Ownership of District-Related Documents

All property rights, including publication rights of all reports in connection with services performed under this agreement shall be vested in the District. The firm selected shall

not publish or release any of the results of its examinations without express written permission.

J. Acceptance of Proposal Contents

After auditors are selected by the District, the contents of the submitted proposal will become a contractual obligation. The successful firm will be required to execute a consultant agreement with the District. Failure of the auditors to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District.

K. Acceptance or Rejection and Negotiation of Proposals

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

L. PROPOSAL DEADLINE:

The deadline for the proposal is **Friday, November 5, 2021, at 5:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Audit Services***. Late submissions after the deadline will not be accepted. **FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED.**

III. EVALUATION PROCESS

The proposals for the District audit will be evaluated by the Administrative Services Manager and designated staff. Firms may be asked to make oral presentations to supplement proposals. These presentations would only be held after the receipt of the proposals and will be part of the process for determining the qualifications of the auditors. The District will schedule a time and location for an oral presentation that it requests. Should a firm refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the District. Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Cost. Although cost is a significant factor, other factors will be considered.
- C. Auditors' experience in conducting audits of agencies of similar nature, size, and complexity, and the auditors' commitment to maintaining technical expertise in the municipal financial environment.
- D. Technical experience and professional qualifications of the audit team. The number of key and supervisory personnel who will directly participate in the audit will be a consideration. Another consideration will be the auditors' commitment to keeping the same team assigned to this job for each successive year the auditor is awarded the contract.
- E. Size and structure of the firm's office from which the audit work is to be done. The District is looking for a highly qualified team and it expects that same team (wherever possible) to complete any successive year's engagements.
- F. Ability of the firm in providing optional services such as special studies, system review and other services. Examples of such services performed for other client agencies will be helpful.

IV. FORMAT AND CONTENT OF PROPOSAL

To simplify the review process and to obtain the maximum degree of comparability, proposers are asked to organize their proposals in the following manner:

- A. Title Page
Show the request for proposal subject, the name of the proposer's firm, local address, telephone number, name of the contact person, and the date.
- B. Table of Contents
Include a clear identification of the material by section and by page number.
- C. Letter of Transmittal
 - 1. State whether the firm is local, national, or international.

2. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
3. Describe the range of activities performed by the local office such as audit, accounting, or management services.
4. Describe the local office's recent auditing experiences similar to the type of audits requested and give the names and telephone numbers of client officials responsible for five (5) of the audits listed.

D. Audit Team

1. Describe the composition of the audit team, including staff from other than the local office, and consultants. Describe the commitment of the firm to providing the same audit team on subsequent audits. Include resumes of each person so identified.
2. Identify the supervisors and consultants who will work on the audit and include resumes of each person so identified.

E. Audit Scope and Provisions

Describe the scope of the required services to be provided and outline a plan on how such services will be provided. Please include depth of work, staffing, and time estimates. Proposers should list all reports including management letters that are to be issued, the points to be addressed by reports, and the estimated completion dates.

F. Cost Data

Indicate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this Request for Proposal. Fees must include all anticipated costs including travel, per diem, and out-of-pocket expenses.

G. Additional Data

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

Appendix A

Pleasant Valley Recreation & Park District

Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	_____	\$ _____	\$ _____	\$ _____
Manager	_____	\$ _____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____	\$ _____
Other (Specify):	_____	\$ _____	\$ _____	\$ _____
Sub-Total	_____	\$ _____	\$ _____	\$ _____
Out-of-Pocket Expenses				\$ _____
Total				\$ _____

Appendix B

Pleasant Valley Recreation & Park District

All-Inclusive Maximum	2021-2022	2022-2023	2023-2024 and Additional Years
Price by Report			
a) Basic Audit/Preparation of Financial Statements	\$ _____	\$ _____	\$ _____
b) Single Audit	\$ _____	\$ _____	\$ _____
c) Reproduction of the Financial Statements	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

Appendix C

Proposer Guarantees

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Part 1, Section III, Auditor's Responsibilities.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Appendix D

Proposer Warranties

- A. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrences without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies of this nature in the State of California.
- B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Pleasant Valley Recreation & Park District.
- C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Appendix E

INSURANCE REQUIREMENTS FOR CONSULTANTS

I. VERIFICATION OF COVERAGE

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

II. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of an _____ ("Project").

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

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

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work _____ attached as Exhibit "B" and incorporated by reference herein. All work and services by Consultant shall be performed in a diligent and professional manner.

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

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and _____. Agreement for _____ Services between Pleasant Valley Recreation and Park District and Consultant, Inc.

2. Term of Contract

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

3. Force Majeure

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

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or

otherwise or a joint venturer or a member of any joint enterprise with Consultant. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

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

6. Licenses, Permits, Fees and Assessments.

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

7. Environmental Laws.

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

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than

District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed: \$ _____

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

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be _____, _____ [job title].

11. Ownership of Documentation

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

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials

may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

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

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

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

14. No Assignment

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

15. Examination of Records

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

16. Notice

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

To Consultant: _____

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: _____
1605 E. Burnley Street
Camarillo, CA 93010

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

17. No Waiver

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

18. Partial Invalidity

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

19. Terms

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

20. Incorporation of Recitals

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

21. California Law

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

22. Additional Provisions

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

23. Attorneys' Fees.

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

24. Conflict of Interest.

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

25. Interpretation.

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

26. Corporate Authority.

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

DRAFT

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

CONSULTANT:
XXXX, a California Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

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

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

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

X

EXHIBIT "C"
COMPENSATION

X

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: October 6, 2021

SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR THE CONSTRUCTION AND USE OF A TRASH ENCLOSURE AT BOB KILDEE PARK WITH BOYS AND GIRLS CLUB OF CAMARILLO

SUMMARY

The Pleasant Valley Recreation & Park District (District) and the Boys & Girls Club of Camarillo (BGCC) have a long-standing relationship. The District entered into a mutual use parking and driveway agreement in 1973 and again updated this agreement in 2020. In 1995 the District entered another agreement with BGCC for the construction of an additional trash enclosure. The BGCC is in the process of expanding their current facility and are required by the City to update the trash enclosure. The proposed agreement defines the responsibilities and considerations of both parties for the continued use of the trash enclosure.

BACKGROUND

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

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

ANALYSIS

Currently, BGCC is expanding their indoor facilities to accommodate increased usage at the center. In the plans for the expansion are an upgraded teen space, a middle school space, a STEM center, and space for youth with special needs. As part of the expansion, the City of Camarillo has placed additional conditions as part of this project.

Special condition #119 states: The owner must submit a written agreement with PVRPD for trash enclosure use, access, and maintenance in a form acceptable to the Community Development Director and the City Attorney. The agreement must be recorded prior to issuance of Zone Clearance.

The District is owner of real property located at 1030 Temple Avenue, which is also known as Assessor's Parcel Numbers 166002020, which is depicted on Exhibit "A" attached. The BGCC desires to share the use of the trash enclosure located on the District's Parcel to meet the City's condition #119. The trash enclosure is depicted on the map attached as Exhibit "B".

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

1. Structure Improvements. In exchange for the BGCC receipt of the right access and use of the BGCC enclosure area, the BGCC has agreed to construct upgrades to the trash enclosure area.
2. Plans and Specifications. The District hereby approves of the proposed Trash Enclosure Improvements as shown in Exhibit "D". The BGCC shall pay for the construction of the Trash Enclosure Improvements, as shown in Exhibit "D".
3. Bids & Construction. BGCC shall ensure that the Trash Enclosure Improvements project is bid as required by state law.
4. Term. This agreement shall commence on the date approved by both parties and shall have a term of ten (10) years from the date of District's acceptance in writing of the construction of the Trash Enclosure Improvements as complete. Provided BGCC is not in default, the Parties may agree to extend the term of this agreement in successive ten (10) year increments.
5. Maintenance, Repairs, and Conditions of Use. The BGCC shall be solely responsible for keeping routine service for waste disposal of the BGCC Enclosure Area. They may not use, store, or dispose of any hazardous materials. They shall maintain the dumpster consistent with site plan in Exhibit "D" and may not make alterations without District's prior written consent.
6. Insurance Requirements. Prior to the commencement of the Project and during the entire Term of this Agreement, BGCC shall provide District with proof of the types and amounts of insurance described in Exhibit "E". The District may amend Exhibit "E" upon 90 days' notice in the event industry standards increase in the future.

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

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

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

ATTACHMENTS

- 1) 1995 District Letter (1 page)
- 2) Trash Enclosure Agreement (14 pages)
- 3) City Condition #119 (1 page)
- 4) Trash Enclosure Design (4 pages)



Pleasant Valley Recreation and Park District

1605 E. Burnley St., Camarillo, CA 93010
Phone: (805) 482-1996
FAX: (805) 482-3468

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

GENERAL MANAGER
ELDRED E. LOKKER

March 15, 1995

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

Dear Jay:

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

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

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

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

Sincerely,


Eldred E. Lokker
General Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLEASANT VALLEY RECREATION AND PARK
DISTRICT AND THE BOYS & GIRLS CLUB OF CAMARILLO
REGARDING THE CONSTRUCTION AND USE OF A TRASH
ENCLOSURE AT BOB KILDEE PARK**

This Memorandum Of Understanding (MOU) regarding the construction and use of a SHARED TRASH ENCLOSURE STRUCTURE ("MOU") is entered into this ____ day of, _____, 2021 ("Effective Date") by and between the Pleasant Valley Recreation & Park District ("District"), located at 1605 E. Burnley Street, Camarillo, CA, 93010 and Boys & Girls Club of Camarillo ("BGCC"), located at 1500 Temple Avenue, Camarillo, CA, 93010. The District and BGCC are collectively referred to here as the "Parties".

It is the intent of the parties in this Agreement to establish specific understandings for the construction, use, and maintenance of certain District facilities by Boys & Girls Club of Camarillo.

RECITALS

A. The BGCC owns property ("BGCC Property") adjacent to the District Parcel (Exhibit A), located at 1500 Temple Avenue in the City of Camarillo, County of Ventura, State of California, which is known as Assessor's Parcel Numbers 166-0-020-335, 166-0-020-415, and 166-0-265-015. The BGCC Property is depicted on the map attached as Exhibit "C".

B. In March of 1995 the District sent the BGCC a letter advising that the BGCC could construct and use an additional trash enclosure on the District Parcel, adjacent to the existing trash enclosure located at Bob Kildee Park. BGCC currently uses the District's trash enclosure, which is in the location shown on Exhibit "B".

C. BGCC desires to continue to use the District's "Trash Enclosure Area", specifically the northern portion, which is closest to the BGCC facility, measuring 20' ½" in length north to south, and 8' in width west to east. The BGCC also desires to construct certain improvements to the Trash Enclosure Area as shown in the architectural drawings attached as Exhibit "D".

D. The District desires to accommodate the BGCC's desire to construct the improvements and to continue non-exclusive use of the specified portion of the Trash Enclosure Area "BGCC Enclosure Area" on the terms described herein.

NOW, THEREFORE, the District declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the BGCC Enclosure Area on the District Parcel may be used by the BGCC and its visitors, staff, and invitees subject to the restrictions hereinafter set forth in the Terms & Conditions (the "Terms"), which restrictions are established expressly and exclusively for the use of the BGCC functions.

TERMS & CONDITIONS

1. Improvements to Trash Enclosure Area.

A. Structure Improvements. In exchange for the BGCC receipt of the right to access and use the BGCC Enclosure Area, which is located within the District Parcel, the BGCC has agreed to construct those upgrades to the Trash Enclosure Area being required by the City depicted in the scope of work as shown in Exhibit "D" (collectively the "Trash Enclosure Improvements"). Specifically, the BGCC will install solid screen gates, an overhead trellis, and a solid roof. The Trash Enclosure Improvements, which shall remain within the footprint of the current Trash Enclosure Area as depicted on Exhibit "B", must be constructed in compliance with all applicable laws after BGCC secures all required permits and approvals.

B. Architect. BGCC shall retain an Architect to provide the professional services required to complete design documents and ensure that the Trash Enclosure Improvements are built as shown on Exhibit "D".

C. Plans and Specifications, Construction. The District hereby approves of the proposed Trash Enclosure Improvements as shown in Exhibit "D". The BGCC shall pay for the construction of the Trash Enclosure Improvements, as shown in Exhibit "D", which shall be constructed by BGCC in strict accordance with the District-approved plans and specifications, using materials and construction techniques which are consistent with District and/or manufacturer design and building standards. Construction by BGCC shall be in strict accordance with all local building codes and requirements and all applicable state and federal laws including laws relating to public works construction and the payment of prevailing wages.

D. Inspection and Correction of Work. The District reserves for itself the right to inspect all work performed by BGCC or its contractors or agents in connection with the construction of the Trash Enclosure Improvements. Accordingly, BGCC shall plan and coordinate such construction with the District to provide for such inspection. In the event District inspections determine that construction is not being performed in accordance with the plans and specifications, BGCC shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and specifications, the District may, at its option, require termination of work on the Trash Enclosure Improvements, or the District may correct such deficiencies and all costs incurred by District in connection with such work shall be paid by BGCC within ten (10) days after submission by District of an itemized statement of District's costs.

E. Continuous Work on the Improvements. After commencement of construction on one of the Improvements, BGCC shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted. At all times from the commencement of the work to the completion and acceptance of Improvements described herein, BGCC will take such precautions as may be necessary to protect the public from any dangerous condition caused by the construction of said Improvements. BGCC shall have control of the property reserved for the installation of such Improvements and the parking lot in which they are to be placed as is necessary to allow it to carry out this Agreement. BGCC will pay for such permits and inspection and said Improvements as may be required by City, other public agencies, and all utilities.

F. Completion. Improvements shall not be deemed complete until approved and accepted as complete by District. Upon letter of completeness or final

construction approval by the City, the Board shall adopt a resolution approving the final as-built improvement plans, accepting the public improvements, exonerating all related public improvement bonds, accepting warranty bonds, and authorizing return of related securities to the BGCC. Said acceptance shall constitute acceptance of the offer of said Improvements for public use.

(1) Developer is an independent entity, and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent between District and BGCC or between District and any of BGCC agents or contractors.

2. Bids & Construction Documents.

BGCC shall ensure that the Trash Enclosure Improvements project is bid as required by state laws.

3. Term.

A. Initial Term. This agreement shall commence on the date approved by both parties and shall have a term of ten (10) years from the date of the District's acceptance in writing of the construction of the Trash Enclosure Improvements as complete, unless earlier terminated ("**Initial Term**").

B. Extension of Term. Provided that BGCC is not in default of any of the terms and conditions of this agreement, the Parties may agree (but are not obligated) to extend the term of this agreement in successive ten (10) year increments, or any shorter period of time, on mutually satisfactory terms, if BGCC gives the District written notice of its request to renew at least one-hundred eighty days before expiration of the then-current term.

C. Termination. District may terminate this agreement if BGCC fails to cure a material breach of this agreement following 30 days' notice by the District. Additionally, in the event the BGCC Property ceases to be used as a Boy's and Girls Club, this MOU shall automatically terminate and BGCC agrees to acknowledge this termination as needed for District to remove this MOU from title to the District Property.

4. Permitted Use.

A. Grant of Usage. Subject to the conditions and limitations set forth below, the District hereby grants the BGCC and its staff, visitors, and invitees ("BGCC Parties"), usage of the BGCC Enclosure Area so long as they abide by the terms of this agreement.

B. Ingress and Egress Rights. During the terms of this agreement, BGCC and BGCC Parties shall have ingress and egress rights to access the BGCC Enclosure Area over the District's vehicular and parking lot located at Bob Kildee Park from the BGCC Property to the trash enclosure.

5. Exclusive Agreement.

This Agreement is exclusive to the BGCC. The District will not enter into other agreements for the use of the BGCC Enclosure Area with any other organizations, entities, individuals, or parties so long as the BGCC abides by the Terms set forth in this agreement.

MAINTENANCE, REPAIRS, AND CONDITIONS OF USE

6. Waste Disposal.

The BGCC shall be solely responsible for keeping routine service for waste disposal of the BGCC Enclosure Area by ensuring a minimum weekly pick-up and removal of disposed waste stored in the BGCC Enclosure Area by an approved service provider. The BGCC shall be responsible for compliance with applicable laws, regulations, and codes regarding refuse service as it applies to the BGCC Enclosure Area and its uses. The BGCC's trash pick-up schedule may be revised if necessary for increased need but will remain at a weekly pick-up at minimum.

A. Hazardous Materials. BGCC may not use, store, or dispose of any hazardous materials, including but not limited to, dumping of toxic hazardous or dangerous materials in the dumpsters and improper dumpster maintenance. "**Hazardous materials**" means any material described as a "hazardous material" or "hazardous waste" in any provision of state or federal law.

B. Damage and Repairs. BGCC shall use customary care in maintaining the BGCC Enclosure Area and the Trash Enclosure Improvements, including repairing any damage to the BGCC Enclosure Area and Trash Enclosure Improvements caused by the BGCC and BGCC Parties and shall ensure that trash is not left outside of the Trash Enclosure Area.

C. Alterations and Additions. BGCC shall maintain the dumpster consistent with the Site Plan in Exhibit "D." BGCC may not make any alterations, improvements, additions, or further installations without District's prior written consent. If, during the Initial Term of this MOU, and any extensions thereto provided under paragraph 3.B., modification, or development of the BGCC Enclosure Area is required by a government agency or by the District in order to comply with new regulations, all costs incurred in such work shall be borne by BGCC without contribution from the District, unless the Parties agree otherwise.

D. Plans and Specifications for Modifications. Plans and specifications for all proposed modifications, improvements and additions from the project shown in Exhibit "D" must be submitted to the District for review and approval prior to any work being performed by BGCC. The District shall review those plans and specifications in a timely manner, which shall not exceed 30 days from the date of submittal by BGCC. If the District finds the plans and specifications to be acceptable, it shall advise BGCC in writing, and BGCC shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the District, BGCC shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the District. All modifications, improvements, and additions performed by BGCC shall be completed in strict accordance with the plans and specifications which have been approved by the District, using materials and construction techniques which are consistent with District and/or manufacturer design and building standards. Construction by BGCC shall be in strict accordance with all local building codes and requirements.

E. Maintenance and Repair. The obligation for maintenance of the Trash Enclosure Improvements shall be borne mainly by the District, as the parcel owner, however, BGCC shall maintain the BGCC Enclosure Area, as needed, including removing trash, graffiti, and any materials that may have been illegally dumped by an outside party. The BGCC shall be responsible for all costs for repair and replacement of any of the improvements within the Trash Enclosure Area that result from damages

caused by BGCC or BGCC Parties. Should the Trash Enclosure Area be damaged by act or omission of either Party, the repairs or rebuild shall be made the Party causing the damage at the Party's expense.

INDEMNIFICATION & INSURANCE

7. Indemnification by BGCC.

BGCC shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, penalties, attorneys fees, or damages, including liability for injuries to any person or persons or damage to property, arising at any time out of or in any way related to the BGCC's or its invitees' construction of the BGCC Enclosure Area, use or occupancy of the Trash Enclosure Area, or any other part of Bob Kildee Park, or any work performed under this MOU, including any failure or alleged failure to comply with any laws or regulations including those applicable to public works construction including prevailing wage laws, by BGCC or its agents, officers, employees, or contractors, unless solely caused by the gross negligence or willful misconduct of District. If BGCC fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from BGCC.

8. BGCC Insurance Requirements.

(1) General Liability Insurance. BGCC shall procure and maintain, for the duration of the Initial Term and any extension of the term of this MOU, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Such insurance shall name District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The BGCC shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' notice to the District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the District may deny access to the facility.

(2) Additional Insurance Requirements. BGCC shall additionally procure the types of insurance at the amounts described in Exhibit "E". All insurance policies shall be issued and maintained as described in Exhibit "E". Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the BGCC maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the BGCC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

BGCC shall review and access its insurance coverage on an annual basis to ensure coverage is consistent with then current statutory requirements and District requirements.

9. Indemnification by the District.

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

10. Transfer and Assignment.

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

11. Modification. Any modification of the MOU or additional obligation assumed by either Party in connection with this MOU shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

MISCELLANEOUS

12. Compliance With All Applicable Law, Rules & Regulations.

A. BGCC shall comply with all applicable local, state, and federal laws and regulations related to the use of the Trash Enclosure Area, public gatherings, and accessibility standards and regulations. BGCC further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the BGCC Enclosure Area. District reserves the right to immediately revoke BGCC's right to use of the BGCC Enclosure Area under this agreement should BGCC fail to comply with any provision of this Section.

B. Force Majeure. Notwithstanding anything to the contrary contained in this agreement, the Parties shall be excused from their obligations under this agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "**Force Majeure Event**" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The BGCC waives any right of recovery against District for losses resulting from a Force Majeure Event and the BGCC shall not charge results of "acts of God" to District, its officers, employees, or agents.

C. Authority. If either Party hereto is a corporation, trust, or general or limited partnership, each individual executing this agreement on behalf of such entity

represents and warrants that he or she is duly authorized to execute and deliver this agreement on its behalf.

D. Subject Headings. The subject headings of the paragraphs and subparagraphs of this agreement are included for convenience only and shall not affect the interpretation of this agreement.

E. No Third-Party Rights. Nothing in this agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the signed parties except where expressly stated. Further, this agreement is not intended to relieve or discharge the obligations or liabilities of any third persons to any party to this agreement. The provisions of this agreement shall not give any third person any right of subrogation or action against any party to this agreement.

F. Binding Effect. This agreement is binding on and shall inure to the benefit of the signed parties, their heirs, legal representatives, successors, and assigns.

G. Severability. The invalidity of any provision of this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

H. Amendments. This agreement may be modified only in writing, signed by the Parties in interest at the time of the modification.

I. Notices. All notices relating to this MOU must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party:

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

BGCC: Boys & Girls Club of Camarillo
1500 Temple Ave.
Camarillo, CA 93010
Attn: Roberto Martinez
Phone: 805-482-8113
Email: roberto@bgccam.org

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

“BGCC”:
Boys & Girls Club of Camarillo

By: _____

Name:

Title:

By: _____

Name:

Title:

“District”
“District” PLEASANT VALLEY
RECREATION & PARK
DISTRICT

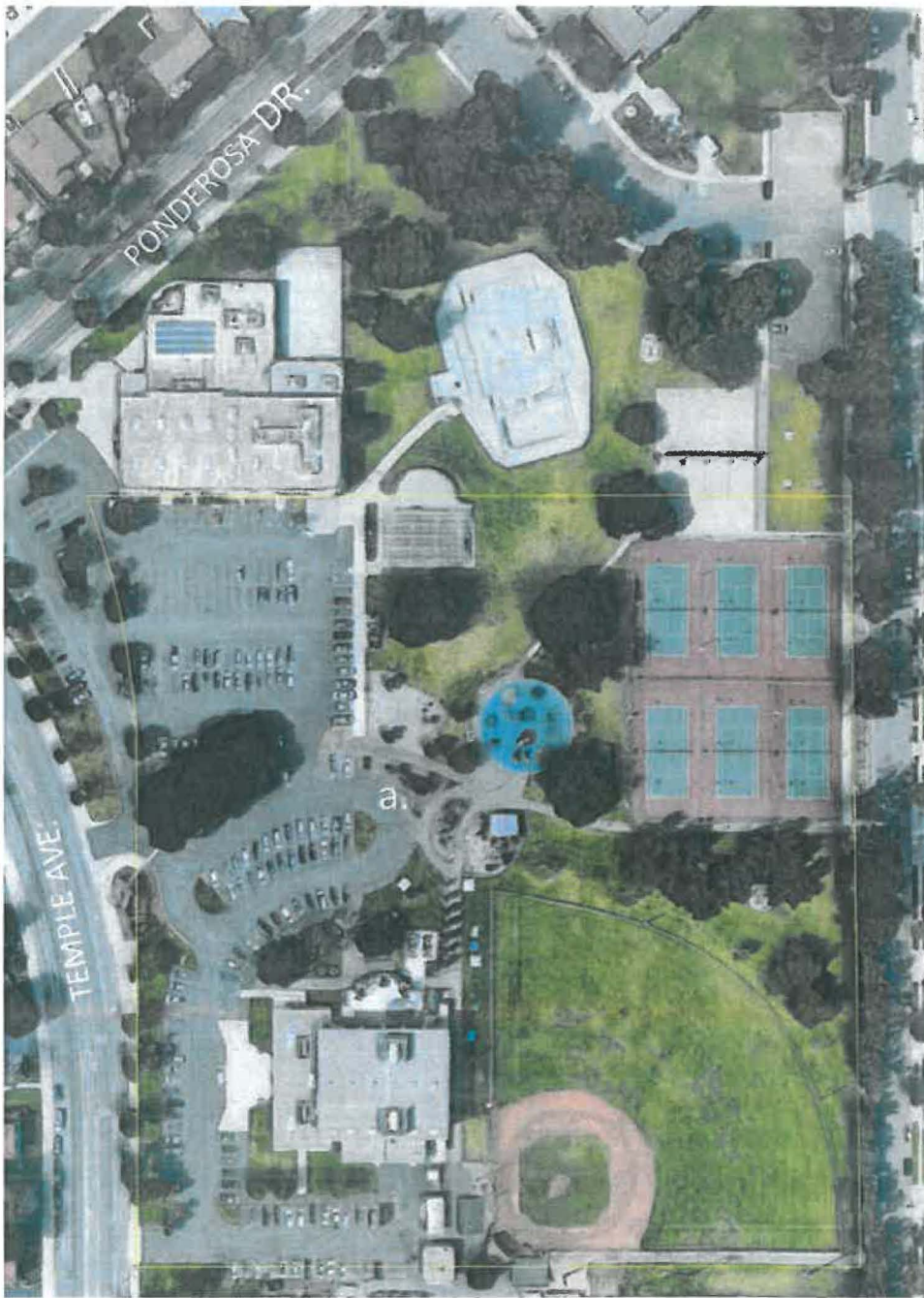
By: _____

Chair

ATTEST:

Clerk of the Board

EXHIBIT "A"



Assessor Parcel
Number:
a. 166-0-020-20

Pleasant Valley Park
1030 Temple Avenue/Ponderosa
Drive
Community Park
Pleasant Valley Recreation & Park
District

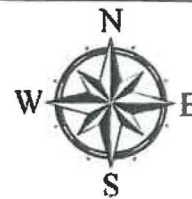


EXHIBIT "B"



Assessor Parcel
Number:
a. 166-0-020-20

Pleasant Valley Park
1030 Temple Avenue/Ponderosa Drive
Community Park
Pleasant Valley Recreation & Park
District

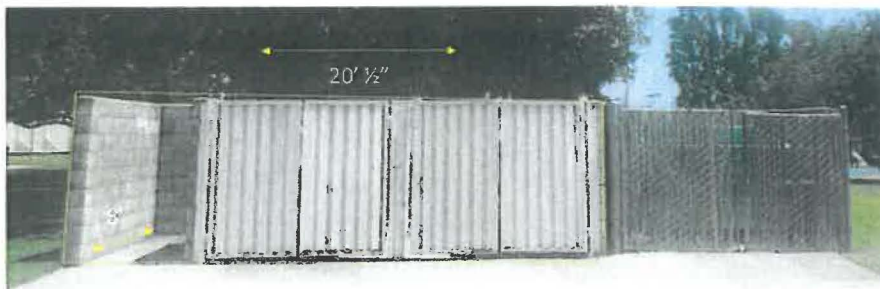
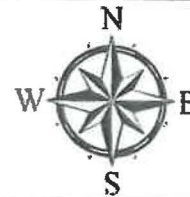


EXHIBIT "C"



<p>Assessor Parcel Number:</p> <ul style="list-style-type: none">b. 166-0-265-015c. 166-0-020-415d. 166-0-020-335	<p>Boys & Girls Club of Camarillo 1500 Temple Avenue Camarillo, CA. 93010</p>	
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EXHIBIT "D"

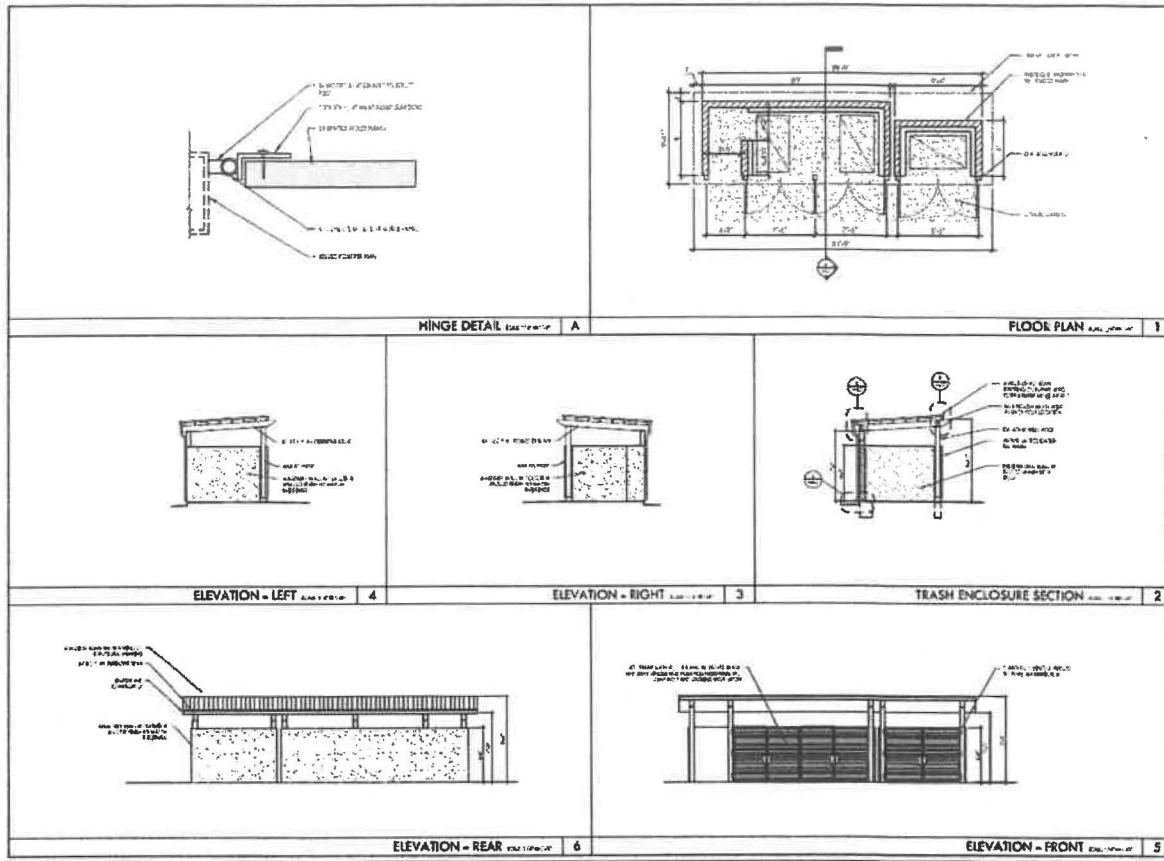


EXHIBIT "E"

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Boys & Girls Club of Camarillo shall maintain limits no less than:

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

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

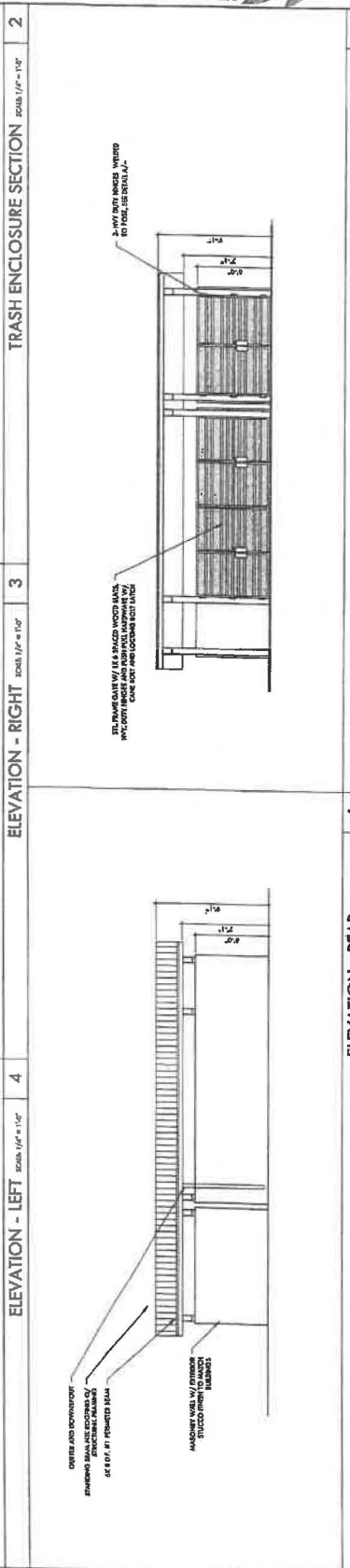
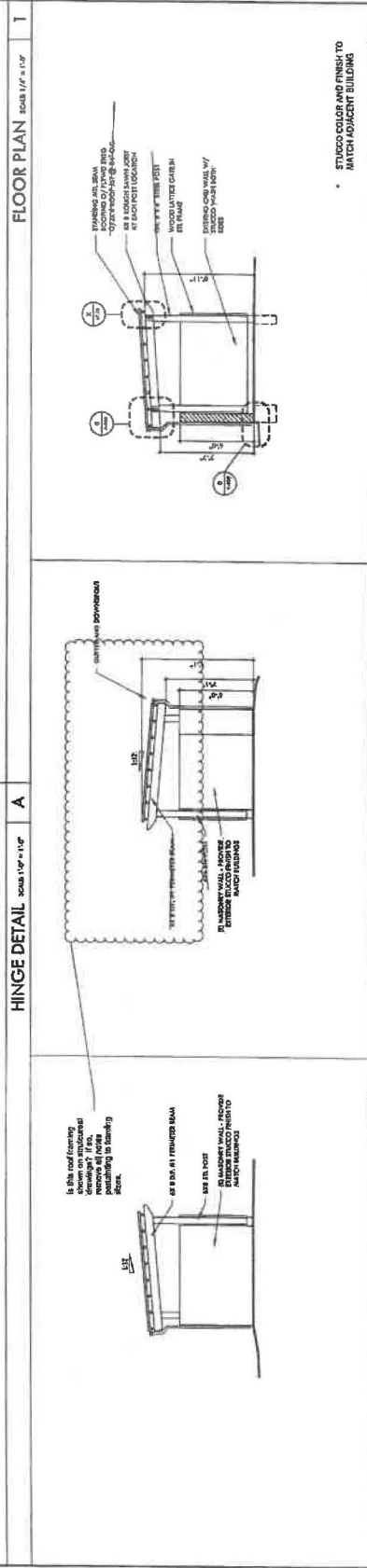
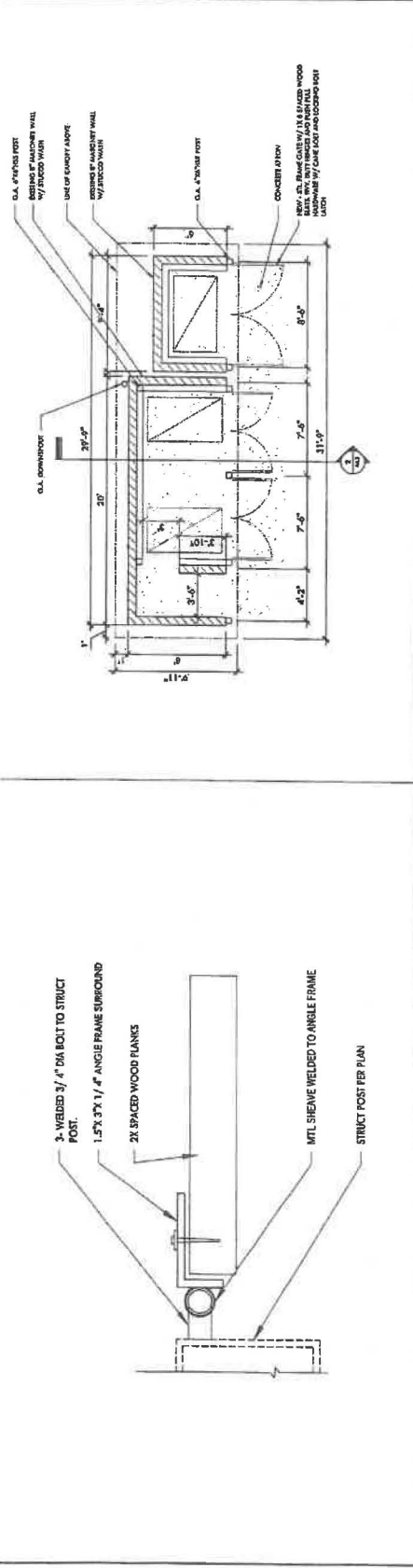
111. The project must comply with the requirements of the Single-Family Residential (R-1) Zone.
112. The owner of the property must regularly and promptly remove any and all graffiti from the project, must maintain exteriors in a clean and attractive condition, and must maintain all landscaping required for the project in a healthy, orderly, and aesthetically-pleasing condition. In instances where the Department of Community Development determines that a violation of this condition exists, the owner must act promptly to correct the condition, in accordance with the direction of the Director of Community Development.
113. That handicapped ramps and parking spaces be provided to serve all buildings with required signage and blue markings.
114. That transformer and cable television locations are shown on the plot plan prior to the issuance of the zone clearance with appropriate landscape or wall screening.

SECURITY REQUIREMENTS

115. All persons doing business in the City of Camarillo in connection with the project must have a current Business Tax Certificate prior to commencing construction.
116. Any deposit or security required by any ordinance, resolution, policy, or condition must be delivered to the City of Camarillo in a form acceptable to the City.
117. Any fee, deposit, or security required by any City of Camarillo regulations governing conditions for construction projects and for the purpose of guaranteeing the performance of any act or agreement by a Developer must be delivered to the City in the form of a time certificate of deposit or passbook account with principal only payable to the City of Camarillo. An assignment agreement must be executed and delivered to the City setting forth the conditions for the time certificate of deposit or passbook account.

SPECIAL

118. The owner must submit a shared access and parking agreement with PVRPD to provide access to the site and to meet the parking requirements per Camarillo Municipal Code Chapter 19.44. The agreement must be approved by the Community Development Director and City Attorney and recorded prior to issuance of Zone Clearance.
119. The owner must submit a written agreement with PVRPD for trash enclosure use, access, and maintenance in a form acceptable to the Community Development Director and the City Attorney. The agreement must be recorded prior to issuance of Zone Clearance.
120. The owners must sign all necessary documents for conditions that are required to be recorded and run with the land.
121. Prior to occupancy, all uses must be submitted for review with approval by the Director of Community Development to ensure conformance with the provisions of the Single-Family Residential (R-1) Zone and the performance standards contained within the Zoning Ordinance, as per Chapter 19.54. Additional conditions may be added to any use to mitigate any inherent objectionable operating characteristics.
122. Developer, by acceptance of the approval of this special use permit modification (SUP-9M(3)), agrees to indemnify, defend, and hold the City harmless from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney fees



Boys & Girls Club STEAM Program Addition

1500 Temple Road, Camarillo, CA

Boys & Girls Club Camarillo

Conceptual Budget ~ 60% CD's

STAPLES PROJECT# 1677

June 21, 2021



On Site - Construction Costs

Scope of Work Description	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
32 37 00	Trash Enclosures							
32 37 00	Trash Enclosure - Bollards	Not in Scope						
32 37 00	Trash Enclosure - CMU Wall	(E) to Remain As-Is						
32 37 00	Trash Enclosure - Cover, Metal Framing		1	LS	\$ 4,800.00	\$ 4,800		
32 37 00	Trash Enclosure - Cover, Wood Framing		1	LS	\$ 4,500.00	\$ 4,500		
32 37 00	Trash Enclosure - Curb	(E) to Remain As-Is						
32 37 00	Trash Enclosure - Footing	(E) to Remain As-Is						
32 37 00	Trash Enclosure - Galvanizing	Not in Scope						
32 37 00	Trash Enclosure - Gates, Metal & Wood		1	LS	\$ 10,200.00	\$ 10,200		
32 37 00	Trash Enclosure - Painting		1	LS	\$ 5,500.00	\$ 5,500		
32 37 00	Trash Enclosure - Roofing, Metal		1	LS	\$ 5,600.00	\$ 5,600		
32 37 00	Trash Enclosure - Slab / Apron and Curb	(E) to Remain As-Is						
32 80 00	Irrigation		1	LS	\$ 7,640.00	\$ 7,640		
32 90 00	Planting and 90-Day Maintenance		1	LS	\$ 12,400.00	\$ 12,400		
	TOTAL Exterior Improvements						\$ 127,204	
33 00 00	Utilities							
33 11 16	Site Water Utility	Exist'g to Remain						
33 11 19	Fire Suppression Utility	Exist'g to Remain						
33 30 00	Sanitary Utility	Exist'g to Remain						
33 40 00	Storm Drainage Utility	Allowance	1	LS	\$ 9,500.00	\$ 9,500		
33 51 00	Natural-Gas Distribution	Exist'g to Remain						
33 70 00	Electrical Utilities	Exist'g to Remain						
	TOTAL Utilities						\$ 9,500	
	Total On Site - Construction Costs						\$ 214,460	

On Site

Proprietary Data of Staples Construction Company, Inc.

4 of 21

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: October 6, 2021

SUBJECT: FIRST AMENDMENT FOR CONTRACT SERVICES AGREEMENT FOR 2020 ARCHITECTURAL & DESIGN SERVICES FOR THE SENIOR AND COMMUNITY RECREATION FACILITY ARCHITECTURAL DESIGN REFINEMENT

SUMMARY

The Board is requested to consider a First Amendment for the architectural design refinement for the proposed Senior and Community Recreation Facility project. Both the District and City entered into a Cooperative Agreement in February of 2020 to continue moving the Senior/Community Recreation Facility project forward. On March 4, 2020, the Governor declared a State of Emergency due to COVID-19. Due to the uncertainties of COVID-19, the District and City Liaison Committee met on April 2, 2020 to discuss next steps for this project and determined it was best to place this project on hold due to the pandemic and not knowing what economic and staffing pressures would be placed on each agency.

BACKGROUND

On July 14, 2017, the District and the City entered into a Cooperative Agreement to commission a Senior and Community Recreation Facility Needs Assessment Study (“Study”), effective July 2017. The Study, conducted by Greenplay LLC, recommended three plans to create more space for activities:

- Plan 1 - 14,616 square feet
- Plan 2 - 31,272 square feet
- Plan 3 - 68,454 square feet

Both the District and the City chose Plan 2 as the preferred plan to meet the community’s needs for additional senior and community recreational facility space. However, both bodies were concerned about the \$29,566,328 preliminary cost of construction of Plan 2, and LPA architectural firm was subsequently hired to further refine the Plan 2 concept and cost estimates.

Several iterations of the Plan 2 conceptual design were developed, including both attached and detached additions to the existing building site. On September 16, 2019, in a Joint Special Meeting, both the District Board and the City Council chose “Plan D”, a detached concept of approximately 30,728 square feet, as the preferred alternative. This alternative is estimated to cost \$34,370,215.

Due to the unique challenges in the form of stay-at-home orders, shutdowns, and uncertainties, the project was placed on hold. As some of these restrictions have changed and there are now avenues for both agencies and the public to interact, staff is bringing a First Amendment for the contract services agreement for the 2020 Architectural & Design Services for the Senior and Community Recreation Facility before the Board.

ANALYSIS

On February 12, 2020, the Pleasant Valley Recreation & Park District entered into an Agreement with LPA for the additional architectural design refinement and information needed for the CEQA Initial Study and project proponents' submittals.

As previously stated, this project was placed on hold due to COVID-19. In essence the scope of the agreement will remain intact; however, the project was scoped to be completed by July of 2020. At this conjecture, the agreement needs to be amended to include a first amended agreement and a first amended schedule of performance (Exhibit D-1). The scope of work as well as the schedule of compensation will remain the same.

Prior to finalizing the financing options, the project will need to be evaluated under the California Environmental Quality Act (CEQA). Since CEQA review can take several months to complete, it is important that this work begin soon. However, additional architectural design refinement is needed, as well as additional information necessary to begin the CEQA process.

The attached "*Cooperative Agreement Between the Pleasant Valley Recreation and Park District and the City of Camarillo Regarding Architectural Design Refinement, CEQA Processing, and Property Assessment Survey for the Proposed Senior and Community Recreation Facility*" identifies the work to be contracted by each party and the reimbursement of half of the expenses borne by the other party which was also entered into in February of 2020.

The District will contract with LPA for the additional architectural design refinement and information needed for the CEQA Initial Study and project proponents' submittals. The City will reimburse the District for half (up to \$44,250) of the estimated not-to-exceed cost of the \$88,500.

The City will contract for the CEQA analysis. The District will reimburse the City for half (up to \$20,000) of the estimated not-to-exceed cost of \$40,000.

The District will contract for the statistically valid and stratified survey of registered voters. The City will reimburse the District for half (up to \$17,500) of the estimated not-to-exceed cost of the \$35,000.

As in previous Cooperative Agreements approved for this project, this Cooperative Agreement requires each party appropriate 120% of each parties' half of the estimated cost of the work to accommodate additional work that may be required beyond the approved scope of work. Prior to the approval of additional work, the District must consult with the Liaison Committee. The work to be completed for CEQA review will be completed independently of the Liaison Committee review.

FISCAL IMPACT

There is currently no fiscal impact to this action. In the event the actual costs were to exceed \$98,100, which was approved on January 30, 2020, staff would come back to the Board to seek approval.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into a First Amendment to contract services agreement for the 2020 Architectural & Design Services with LPA to further refine the architectural design.

ATTACHMENTS

- 1) LPA First Amendment Agreement (2 pages)
- 2) First Amended Schedule of Performance (1 page)
- 3) LPA Agreement (17 pages)
- 4) Cooperative Agreement (4 pages)

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR 2020 ARCHITECTURAL & DESIGN SERVICES
BETWEEN PLEASANT VALLEY RECREATION
& PARK DISTRICT AND LPA, INC.**

This FIRST Amendment to Services Agreement for Architectural & Design Services (the "First Amendment") is made and entered into this ____ day of _____, 202__, by and between the PLEASANT VALLEY RECREATION & PARK DISTRICT, a public agency ("District"), and LPA, a California corporation (herein "Consultant").

RECITALS

WHEREAS, District and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Architectural & Design Services" (the "Agreement") on or about February 12, 2020; and

WHEREAS, it is the desire of the District and the Consultant to amend the Agreement as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement is amended in the following particulars only:

SECTION 1. Exhibit "D" to the Agreement, as amended, entitled "Schedule of Performance", as amended, is again amended to add thereto the services set forth on the "First Amended Schedule of Performance" attached hereto as Exhibit "D-1", to this First Amendment, which exhibit is incorporated herein by this reference as if set forth in full.

SECTION 2. Except as expressly provided for in this First Amendment, all other provisions of the Agreement, as amended, shall remain in full force and effect.

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

DISTRICT:

By: _____
Mark Malloy, Chair
Pleasant Valley Recreation & Park District

ATTEST:

Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONSULTANT:
LPA, Inc.

By: _____
Name: Jon Mills
Title: Principal/Chief Operations Officer

By: _____
Name:
Title:
Address: 5301 California Avenue Suite 100
Irvine, CA 92617

[END OF SIGNATURES]

EXHIBIT "D-1"

FIRST AMENDMENT SCHEDULE OF PERFORMANCE

The Project Schedule is as follows:

Project Kick-Off Meeting	October-November - 2021
Pre-Design	November - January 2021
Conceptual Design	January - February 2022
Final Renderings	February - March 2022
Board Presentation	April 2022

The Board's General Manager may agree to extend the deadlines above by as many as 90 days.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
2020 ARCHITECTURAL & DESIGN SERVICES

This Contract Services Agreement for 2020 Architectural & Design Services ("Agreement") is made and entered into, effective February 5, 2020 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and LPA, Inc., a California corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional Design and Architectural services necessary for the Senior and Community Recreation Facility ("Project").

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

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

1.0 SCOPE OF SERVICES

1.1 In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "B"* and incorporated herein by this reference. Consultant 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 Consultant's Proposal. The Scope of Services shall include the Consultant'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. Subject to the generally accepted standards of professional skill and care, work and services rendered hereunder shall be provided in accordance with applicable 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. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for

such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

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

1.6 Consultant's Services include. As further described in Exhibit "B".

- (a) Site Plan of whole property
- (b) Conceptual (Schematic) Design Services
- (c) Community Outreach & Presentations
- (d) Plan Review Application
- (e) Conditional Use Permit Application
- (f) Environmental Assessment Questionnaire

1.7 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 General Manager to the Consultant, 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 Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

2.0 TERMS OF CONTRACT

2.1 Term. Unless otherwise earlier terminated as specified in Section 7.4 below, this Agreement shall commence upon completion of the tasks in Exhibit B to the District's reasonable satisfaction.

2.2 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as

2020 LPA Agreement

Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Eighty-Eight Thousand Five Hundred Dollars (\$88,500.00) ("Contract Sum"), except as provided in Section 1.7. 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 Consultant'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 attached hereto as Exhibit "C". The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the District.

Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.3 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant 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 Consultant 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.

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

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. Consultant shall commence the services pursuant to this Agreement upon the executed agreement 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 Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the General Manager but not exceeding thirty (30) 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 Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight

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embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the 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 Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Jim Wirick, Jeremy Hart, Arash Izadi, Jeff Schaub, John Courtney and Chris Lentz are hereby designated as being the representatives of Consultant 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 representatives were 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 Consultant 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 Consultant without the express written approval of District.

4.2 Contract Officer. The District's Manager is hereby designated as the representative of the District authorized to act on its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant 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 Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant 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 Consultant, its agents or employees, perform the

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services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant 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 types and amounts of insurance described in Exhibit "A".

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, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant 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.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

5.2 Indemnity.

(a) Indemnity for Professional Liability Insurance. Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or intentional wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional

services under this Agreement. The Consultant's duty to indemnify under this section, including the duty and the cost to defend, is limited as provided in California Civil Code section 2782.8.

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

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

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant 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. Consultant 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 Consultant, 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 Consultant 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. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein.

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 Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes District to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant to insure, indemnify, and protect District as elsewhere provided herein.

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

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

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.4, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

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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.

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

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 Consultant, 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 Consultant 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 their financial interest or the financial interest of any corporation, partnership or association in which there is an interest, in violation of any State statute or regulation.

8.3 Conflict of Interest: Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office.

8.4 Covenant Against Discrimination. Consultant 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. Consultant 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 addressed as follows:

To Consultant: LPA, Inc.
Attn: Jon Mills, Principal/Chief Operations Officer
5301 California Avenue Suite 100
Irvine, CA 92617

2020 LPA Agreement

To District: Pleasant Valley Recreation & Park District
Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010

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

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Assistance by District. District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project and Consultant shall be entitled to reasonably rely upon such. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

[SIGNATURES ON NEXT PAGE]

2020 LPA Agreement

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

DISTRICT:

Pleasant Valley Recreation & Park District,


Elaine Magner, Board Chair

ATTEST:


Anthony Miller, District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


Tiffany J. Israel, District Counsel

SMH
OV

CONSULTANT:

LPA, Inc.

By: 

Name: Jon Mills

Title: Principal/Chief Operations Officer

2/12/2020

Address: 5301 California Avenue Suite 100
Irvine, CA 92617

[END OF SIGNATURES]

2020 LPA Agreement

EXHIBIT "A"

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cares.
3. 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 \$1,000,000.00 per accident for all covered losses.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.
5. Contractors Pollution Liability: N/A

6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS

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

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

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

END OF PAGE

EXHIBIT "B"

**SCOPE OF SERVICES
for
ARCHITECTURAL DESIGN FOR A SENIOR AND COMMUNITY RECREATION
FACILITY**

PROJECT DESCRIPTION

The services to be provided by Consultant include the architectural work to further refine, with public input, the Plan D concept (30,728 sq. ft.) for a new community recreation facility and related improvements ("Project") previously prepared by Consultant, and assistance with the CEQA process required for the Project. More specifically, Consultant shall prepare the following:

- 1 – A Site Plan of whole property showing parking spaces, existing buildings, landscaping, and proposed buildings.
- 2 – Floor Plan of the proposed construction and existing buildings.
- 3 – Elevations of all four sides of the proposed building (elevations are 2-Dimensional renderings of the sides of the building).
- 4 – A parking count for all spaces proposed to be constructed on the property.
- 5 – A Project description identifying the size of the expansion, intended uses, and any other changes to the facility associated with the Project.
- 6 – A list of Project objectives including a description of what is intended to be accomplished by constructing the project.
- 7 – A Plan Review Application.
- 8- A Conditional Use Permit Application.
- 9- The Environmental Assessment Questionnaire.
- 10- Facilitate Community Workshop Services
 - a. Two Community Outreach meetings to define the aesthetics of the project
 - b. Three Liaison Committee Meetings
 - c. Final Presentation to the District's Board

EXHIBIT "C"

SCHEDULE OF COMPENSATION

A. BUILDING DESIGN PROFESSIONAL SERVICES FEE:

The total scope of work outlined in Exhibit B, Scope of Work shall be provided for a fixed fee of \$85,000.

Total = \$85,000

B. REIMBURSABLE EXPENSES:

Not to Exceed: \$3,500.00

Consultant will bill all reimbursable expenses separately and provide the District with a copy of all expenses for review with each billing. Mark up on expenses may not exceed 10%.

Allowable reimbursable expenses include:

1. Plotting and Document Reproduction
2. Postage and Overnight Mail
3. Delivery charges
4. Photography and film development
5. Models and Renderings
6. Mileage at the IRS-approved rate
7. Overhead on consultant invoices (with a markup not to exceed 10%)

TOTAL NOT TO EXCEED FEE:

Architectural Design Services:	\$85,00.00
Reimbursable Expenses:	<u>\$ 3,500.00</u>

\$88,500.00

Invoices shall be submitted at the first of each month for work completed in the prior month. Invoices shall include an updated schedule of values allocating the Contract Sum among the tasks listed in the Scope of Work identified in Exhibit B and the percentage of completion of each phase as of the end of the period covered by the invoice. Payment for services to be in accordance with Section 2.3 of the Contract Services Agreement.

01224.0001/627345.1

EXHIBIT "C"
SERVICE FEES

2020 LPA Agreement

BASIC HOURLY RATE SCHEDULE

If the District makes a decision for which its proper execution involves additional services and expense for changes in or additions to the drawings, specifications, or other documents the Consultant shall be paid for such additional service and expense in accordance with the following Schedule of Billing Rates upon execution of an amendment to this Agreement. Consultant will bill in increments of 15 minutes (0.25 hours) and may not bill for travel time.

Principal	\$265.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Design Coordinator I	\$135.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$100.00
Intern	\$75.00

Support Roles

Director	\$240.00
Manager	\$155.00
Senior Specialist	\$125.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The Project Schedule is as follows:

Project Kick-Off Meeting	March 2020
Pre-Design	March – April 2020
Conceptual Design	April – June 2020
Final Renderings	June – July 2020
Board Presentation	July 2020

The Board's General Manager may agree to extend the deadlines above by as many as 60 days.

**COOPERATIVE AGREEMENT BETWEEN THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT AND THE CITY OF CAMARILLO
REGARDING ARCHITECTURAL DESIGN REFINEMENT, CEQA
PROCESSING, AND PROPERTY ASSESSMENT SURVEY FOR THE
PROPOSED SENIOR AND COMMUNITY RECREATION FACILITY**

This Cooperative Agreement Regarding Architectural Design Refinement, California Environmental Quality Act Processing, and Property Assessment Survey for the proposed Senior and Community Recreation Facility ("Agreement") is entered into by and between the Pleasant Valley Recreation and Park District ("District") and the City of Camarillo ("City") and shall be effective on the date signed by the last party to sign the Agreement. The District and City are collectively referred to here as the "Parties".

RECITALS

- A. The District and City previously entered into a Cooperative Agreement to commission a Senior and Community Recreation Center Facility Needs Assessment Study ("Study"), effective July 14, 2017
- B. The Study, conducted by Greenplay LCC, recommended three Plans to create more space for activities: Plan 1, 14,616 s.f.; Plan 2, 31,272 s.f.; and, Plan 3, 68,454 s.f., with preliminary construction cost estimates ranging from \$14,736,559 to \$52,499,872.
- C. On June 28, 2018, at a special meeting, the District reviewed the Study and confirmed that Plan 2, 31,272 s.f. was its preferred plan to meet the community's needs for senior and community recreation facility space.
- D. On September 26, 2018, the City confirmed that Plan 2, 31,272 s.f. was its preferred plan to meet the community's needs for senior and community recreation facility space and committed \$8 million towards the cost of constructing the new facilities.
- E. The Parties were concerned about the \$29,566,328 preliminary cost of construction for Plan 2 identified in the Study and sought to further refine the scope of Plan 2 and its estimated costs by hiring a qualified, California-licensed architectural firm to further refine, with public input, the Plan 2 concept, create specific design concept alternatives, conduct parking analyses, and calculate updated cost estimates.
- F. On or about March 13, 2019, the Parties entered into a second Cooperative Agreement for the architectural design and cost refinement of the Plan 2 concept, and the District hired LPA architects to perform this work.
- G. On September 16, 2019, the Parties convened a Joint Special Meeting to review recommendations by the City/District Liaison Committee, with both Parties choosing alternative "Plan D" as the preferred variation of Plan 2.

H. The cost to build Plan D is estimated to be \$34,370,215. The parties anticipate that a voter-approved assessment will be needed to support a bond for the financing of a portion of the project's cost.

I. Review of the proposed project under the California Environmental Quality Act (CEQA) will be necessary prior to placing a bond measure on the ballot.

J. Additional architectural design refinement outside the scope of LPA architect's current contract is necessary to further determine project aesthetics and provide information required to complete the CEQA Initial Study and project proponent submittals

K. The Parties also want to conduct a statistically valid and stratified survey of registered voters' willingness to support a property assessment for the construction, operation, and maintenance of the proposed Senior/Community Center.

WHEREFORE, the Parties hereby agree to the following terms:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. CONTRACTS.

a. The contract for the completion of the CEQA Initial Study and environmental assessment of Plan D will be administered by the City at an estimated cost not to exceed \$40,000.

b. The contract for additional architectural design refinement and information needed for the CEQA Initial Study and project proponent submittals will be administered by the District at an estimated cost not to exceed \$88,500.

c. The contract for the statistically valid and stratified survey will be administered by the District at an estimated cost not to exceed \$35,000.

3. COST SHARING.

a. The Parties agree to pay, in equal amounts, the costs identified in Section 2(a), (b) and (c) above.

b. The City will pay the consultant it hires to accomplish the work identified in Section 2(a) and District will pay the consultants it hires to accomplish the work identified in Sections 2(b) and 2(c). The Parties will reimburse each other for half of the consultants' costs borne by the other within 30 days of the presentation of a copy of each consultant's invoice to either the District's General Manager or the City Manager, as applicable.

c. The Parties may only issue a Notice to Proceed to their consultants to begin work after such time as both Parties have approved the expenditure of monies for their half of the not-to-exceed costs of the contracts.

d. The Parties recognize that additional work may be desired of the contractors beyond the approved Scope of Work, leading to an additional cost to be equally borne by each Party. Therefore, each Party will approve an initial project appropriation in an amount equal to 120% of that Party's half of the total estimated not-to-exceed costs identified in 2(a), (b) and (c), that appropriation being \$98,100 each ($\$163,500 + 20\% = \$196,200 \times .50 = \$98,100$). In the event additional work is needed, the Liaison Committee will advise the District Board, and the District will approve an amendment to their contractors' contracts. Prior to the commencement of such additional work, the City Manager must consent to the change in additional funding needed up to the additional 20% appropriated. It is recognized that the work to be completed in Section 2(b) (CEQA) will be completed independently of Liaison Committee review.

4. SUPPORT. District staff and City staff will provide technical assistance as needed to support each consultants' work.

5. ACTION BY BOARD. The Liaison Committee will review the final drafts of the work to be completed in Sections 2(b) and (c) and recommend that the District Board approve the work as necessary. The City's Recreational Facilities Needs Ad Hoc Committee will then present those recommendations to the City Council. The Liaison Committee will thereafter discuss potential implementation strategies for District and City consideration and action.

6. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by both parties.

7. NOTICES. All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District
Attention: Mary Otten, General Manager
1605 E. Bumley Street
Camarillo, CA 93010
Email: motten@pvrrpd.org

City of Camarillo
Attention: Dave Norman, City Manager
601 Carmen Drive
Camarillo, CA, 93010
Email: dnorman@cityofcamarillo.org

8. INTERPRETATION. This Agreement will be construed under the laws of the State of California and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: 
Elaine Magnier, Chair

Dated: 2/4/2020

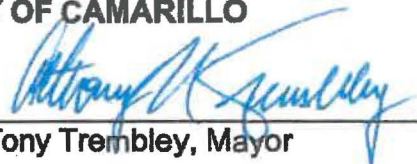
ATTEST:


Anthony Miller, Clerk of the Board

APPROVED AS TO FORM:


Tiffany J. Israel, District Counsel

CITY OF CAMARILLO

By: 
Tony Trembley, Mayor

Dated: 2/11/2020

ATTEST:


Jeffrie Madland, City Clerk

APPROVED AS TO FORM:


Brian A. Pierik, City Attorney

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst

DATE: October 6, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF
RESOLUTION NO. 691 & ACCEPTING THE
TRANSFER OF \$220,661 FROM THE CITY OF
CAMARILLO IN PROPOSITION 68 PER CAPITA
GRANT PROGRAM FUNDING**

SUMMARY

The City of Camarillo is partnering with the District to share and transfer their allocation of \$220,661 of Proposition 68 Per Capita Grant Funding from the California Department of Parks and Recreation under the California Drought, Water, Park, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 to the Pleasant Valley Recreation and Park District. Grant funding is to be used for a recreational project benefitting Camarillo residents.

BACKGROUND

California voters approved Proposition 68 on June 5, 2018, by 57.6% thus creating the Parks, Environment, and Water Bond Act of 2018. This act falls under the California Drought, Water, Park, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and is administered by the California Department of Parks and Recreation. Prop 68 is intended to offer funds for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards funds to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Funds are available for Per Capita grants to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population.

ANALYSIS

The City of Camarillo was designated to receive \$220,661 for eligible capital projects or acquisitions under the Per Capita program while the District is designated to receive \$222,878 in funding. After reviewing their FY 2021-2022 Five Year Capital Improvement Plan, the City was not able to identify a qualifying project for the program due to the rules preventing any supplanting or replacement of designated funds of a project and the project performance timelines. Since grant regulations do allow the

transfer of funds to another eligible agency, the City contacted the District and offered to transfer their share of grant funding to the District for any project that will serve the Camarillo community and meet the eligibility criteria.

At the August 25, 2021 City of Camarillo City Council meeting, the Council was presented with information on two projects the District could apply the City's allocation of funding towards – the Arneill Ranch Park Renovation and the Freedom Park Pickleball Complex. Based on the eligibility of these two projects, in addition to the approval of an application for per capita grant funds, the City Council approved the transfer of their per capita grant funds to the District for the use of an eligible project. The total Per Capita Grant funding available to the District will now increase from \$222,878 to \$443,539. The process for transferring the funds required the City to adopt two resolutions: a resolution agreeing to the terms of the grant funds and a second agreeing to the transfer of the City of Camarillo's allocation to the District. In addition to the resolutions, they are required to execute documents with the State agreeing to the terms of the grant.

To accept the transfer of allocated funds from the City, the District must adopt a resolution acknowledging the \$220,661 allocation from the City and a letter from the District signed by the authorized representative stating that it accepts the transfer of the City of Camarillo's Per Capita Grant Fund Allocation.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended the Board consider and adopt Resolution No. 691 authorizing the District to receive \$220,661 of the City of Camarillo's Per Capita Grant Fund allocation from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 4.4: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

ATTACHMENTS

- 1) Resolution No. 691 (1 page)
- 2) City of Camarillo Resolution 2021-87 – Prop 68 Application Approval (1 page)
- 3) City of Camarillo Resolution 2021-86 – Prop 68 Fund Transfer to PVRPD
(3 pages)
- 4) City of Camarillo 8-30-21 Cover Letter – CA State Parks (1 page)

Resolution No. 691

RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE PLEASANT VALLEY RECREATION & PARK DISTRICT TO RECEIVE \$220,661 OF THE CITY OF CAMARILLO'S PER CAPITA GRANT FUND ALLOCATION FROM THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018

WHEREAS Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation & Park District hereby:

1. Approves the increase of the Per Capita Grant Fund allocation from the State of California under the Per Capita Grant Program under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. Authorizes the State of California to increase the **Pleasant Valley Recreation & Park District** Per Capita Grant Fund allocation from **\$222,878** to **\$443,539** to reflect the pass through of **\$220,661** from the City of Camarillo.

PASSED AND ADOPTED by the Board of Directors at a meeting held on the Sixth day of October of 2021.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

Mark Malloy, Chair, PVRPD Board of Directors

DATE

Elaine Magner, Secretary, PVRPD Board of Directors

DATE

RESOLUTION NO. 2021-87


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMARILLO, CALIFORNIA, AUTHORIZING THE CITY OF CAMARILLO TO PASS THROUGH \$220,661 OF THE CITY OF CAMARILLO'S PER CAPITA GRANT FUND ALLOCATION FROM THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 TO THE PLEASANT VALLEY RECREATION AND PARK DISTRICT

WHEREAS Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Camarillo hereby:


1. Approves the reduction of the Per Capita Grant Fund allocation from the State of California under the Per Capita Grant Program under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. Authorizes the State of California to decrease the City of Camarillo's Per Capita Grant Fund allocation from \$220,661 to \$0.00 to reflect the pass through of \$220,661 to the Pleasant Valley Recreation and Park District.

PASSED AND ADOPTED August 25, 2021.



Mayor

Attested to on: 8/27/2021



City Clerk

I, Jeffrie Madland, City Clerk of the City of Camarillo, certify Resolution No. 2021-87 was adopted by the City Council of the City of Camarillo at a regular meeting held August 25, 2021, by the following vote:

AYES: Councilmembers: Kildee, Mulchay, Santangelo, Trembley, Mayor Craven
NOES: Councilmembers: None
ABSENT: Councilmembers: None



City Clerk



RESOLUTION NO. 2021-86

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CAMARILLO, CALIFORNIA, APPROVING
APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Camarillo hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following (PRC §80001(b)(8)(A-G)):

- (A) Conducting active outreach to diverse populations, particularly minority, low- income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City Manager, Assistant City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED August 25, 2021.

Charlotta Craven
Mayor

Attested to on: 8/27/2021

Jeffrie Madland
City Clerk

I, Jeffrie Madland, City Clerk of the City of Camarillo, certify Resolution No. 2021-86 was adopted by the City Council of the City of Camarillo at a regular meeting held August 25, 2021, by the following vote:

AYES: Councilmembers: Kildee, Mulchay, Santangelo, Trembley, Mayor Craven
NOES: Councilmembers:
ABSENT: Councilmembers:

Jeffrie Madland
City Clerk





City of Camarillo

601 Carmen Drive • P.O. Box 248 • Camarillo, CA 93011-0248

Office of the City Manager
(805) 388-5307
FAX (805) 388-5318

August 30, 2021

Stephanie Schiechl, Project Officer
California Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-001

SUBJECT: Per Capita Grant Fund Application under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

Dear Ms. Schiechl:

The City of Camarillo respectfully submits the enclosed documents for consideration by California State Parks to be used for two qualifying projects in Camarillo that serve a recreational purpose that would benefit Camarillo residents.

City staff were unable to identify a qualifying project for the City of Camarillo; however, grant regulations allow transfer of funds to another eligible agency. Per regulations, the City of Camarillo wishes to transfer funds in the amount of \$220,661 to the Pleasant Valley Recreation and Park District for the following projects, outlined in more detail in the application package:

1. Arneill Park Ranch Renovation – Phase I and Phase II (Completion: May 2023)
2. Freedom Park Pickleball Complex (Completion: June 2024)

We appreciate the opportunity move these projects forward through the per Capita Grant Program. Please contact me with any questions or concerns at: (805) 383-5679 or cvnichols@cityofcamarillo.org.

Sincerely,

City Manager

Enclosures
Resolutions 2021-86 and 2021-87

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst

DATE: October 6, 2021

**SUBJECT: CONSIDERATION OF PROPOSITION 68 PER
CAPITA GRANT PROGRAM FUNDING
APPLICATION PROJECT AND ADOPTION OF
RESOLUTION NO. 692 TO APPLY FOR
PROPOSITION 68 GRANT FUNDING**

SUMMARY

The District is eligible to receive \$222,878 from the State of California Department of Parks and Recreation in the form of Proposition 68 (Prop 68) Per Capita Grant Program funding authorized through the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. In addition, the District has been granted a transfer of \$220,661 in Per Capita funding from the City of Camarillo for a combined total of \$443,539 in grant funds to apply towards one of two projects – the Arneill Ranch Park Renovations or the Freedom Park Pickleball Complex. Projects under the Act are to serve a recreational purpose. Staff is seeking guidance on which project to apply the total grant funding towards in concurrence with the adoption of Resolution No. 692 authorizing the filing of project application for the Per Capita program grant.

BACKGROUND

On June 5, 2018, voters passed Proposition 68 by 57.6 percent creating the “Parks, Environment, and Water Bond Act of 2018.” Under the Per Capita Program and Urban County Per Capita Program (non-competitive), funds are available for local park rehabilitation, creation, and improvements and grants to local governments are designated on a per capita basis. The California Department of Parks and Recreation (“State”) encourages recipients to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The District was designated to receive \$222,878 for eligible capital project or acquisitions.

The City of Camarillo, who also qualified for Prop 68 Per Capita funding, was designated to receive \$220,661 for eligible projects or acquisitions. After reviewing their FY 2021-2022 Five-Year CIP Plan, the City was unable to select and apply for an eligible project. Since grant regulations allow the transfer of funds to another eligible agency, City staff reached out to the District to discuss any potential projects that would meet eligibility criteria and serve the Camarillo community. Based on the District having multiple eligible projects available, City staff recommended the transfer of funds to the District. On August 25, 2021, the City unanimously approved the transfer of their \$220,661 allocation to the Pleasant Valley Recreation and Park District to be used in conjunction

with the \$222,878 District allocation for renovations at Arneill Ranch Park or the construction of the Freedom Park Pickleball Complex.

ANALYSIS

To apply for the grant, the State requires the District to adopt a Resolution (Attachment 1) agreeing to the grant terms. The Resolution also delegates the authority to the General Manager to execute an agreement between the State and the District. The grant allows for funding to be applied for both the development of existing recreational park properties and/or the acquisition of new park land. Eligibility requirements for projects under the grant include:

1. Projects must be capital outlay for recreational purposes, either acquisition or development.
2. No supplanting or replacing of designated funds. If a project has been approved by the governing body, and a funding source has been identified, per capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital Projects.
3. Projects that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the Grantee.

*The District will be required to provide a 20% match. Since the cost of both projects listed below exceed the total grant allocation, designated project funds will be counted towards this requirement. Attachments 2 and 3 are the Per Capita Match Reports for Arneill Ranch Park and Freedom Park.

4. Grant Application Deadline: December 31, 2021
5. Project Completion Date: March 31, 2024

Project Selection:

Phase I/Phase II renovations at Arneill Ranch Park and construction of the Pickleball Complex at Freedom Park meet eligibility requirements. The total funding allocation to apply is a combined total of **\$443,539** (\$222,878 District allocation + \$220,661 City of Camarillo allocation). Details for each project are as follows:

Arneill Ranch Park Renovation—Phase I/Phase II **Completion: May 2023**

The Board approved the final design concept of the Arneill Ranch Park Renovation Plan in July 2019. The District was notified that it did not receive grant funds for this project, so the Board approved Quimby funds for Phase I of this project which is currently under construction. Proposition 68 funds can be used for project development and construction for Phase I and can also be used for Phase II.

Phase I Project Timeline

- | | |
|-----------------------------------|----------------------------------|
| 1. Contract Awarded | July 7, 2021 |
| 2. Construction Start date | July 26, 2021 |
| 3. Construction Period (6 months) | July 26, 2021 - February 4, 2022 |

- | | |
|----------------------------------|----------------|
| 4. Maintenance Period (3 months) | April 30, 2022 |
| 5. District receives park back | May 1, 2022 |

If funds are used for Phase II of the project, funds will be used towards the completion of the bidding process, award of bids and construction, for a final completion date of May 2023.

Phase II Projects

1. Restroom
2. Upgraded Fitness Course Stations
3. New Play Structure
4. Challenge Course
5. Shade Structure for Fitness Zone
6. Free Standing Climbing Wall
7. Ping Pong & Cornhole

Freedom Park Pickleball Complex

Completion: November 2023

Over the course of the past 5 years the sport of pickleball has grown exponentially and the District is working to catch up to the demands of the new and expanding sport as evidenced by the current Pickleball/Tennis Pilot Program at Bob Kildee Community Park and multipurpose lines at Pitts Ranch Park and Springville Park. The District has already approved \$1.4M dollars in Quimby funding to design and construct pickleball courts at Freedom Park.

Since Prop 68 allows for pre-construction allocations up to 25%, the District can use funds for public meetings, focus groups, design workshops, plan construction documents as well as permits and bid preparation. Any remaining funds will be used for eligible construction costs.

Project Timeline

- | | |
|---|----------------|
| 1. RFP for Architectural Design | September 2021 |
| 2. Approve Architectural Design Service | December 2021 |
| 3. Approve Final Design Concepts | May 2022 |
| 4. Final Design & Construction Docs | September 2022 |
| 5. Start Construction | December 2022 |
| 6. Project Completion | November 2023 |

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff is recommending the Board of Directors:

- 1) Adopt Resolution No. 692, an application for \$222,878 in Per Capita grant funding to California Department of Parks and Recreation.
- 2) Identify specific project to include with Per Capita grant funding application.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 4.4: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

ATTACHMENTS

- 1) Resolution No. 692 (2 pages)
- 2) Per Capita Match Report – Arneill Ranch Park (1 page)
- 3) Per Capita Match Report – Freedom Park (1 page)

RESOLUTION NO. 692

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY
RECREATION & PARK DISTRICT APPROVING APPLICATION(S)
FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the **PLEASANT VALLEY RECREATION & PARK DISTRICT BOARD OF DIRECTORS** hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Pleasant Valley Recreation & Park District's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8) (A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Pleasant Valley Recreation & Park District will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations, and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the General Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 6th day of October, 2021.

I, the undersigned, hereby certify that the foregoing **Resolution No. 692** was duly adopted by the Pleasant Valley Recreation & Park District Board of Directors following a roll call vote:

Ayes:

Noes:

Absent:

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

Dylan Gunning
Clerk of the Board
PLEASANT VALLEY RECREATION & PARK DISTRICT

California State Parks Per Capita Match Calculator

Project ID: 104236
Coordinates: 34.2264, -119.0492
Date: 8/6/2021

This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

PROJECT AREA STATISTICS

County	Ventura
Median Household Income	\$88,589
Agency Type	County/Regional Park District

The community served does not qualify as Severely Disadvantaged. Match IS required.

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2014-2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov



SCORP Community FactFinder is a service of the California Department of Parks and Recreation
www.parks.ca.gov

SCORP Community FactFinder created by GreenInfo Network www.greeninfo.org
in consultation with CA Dept. of Parks and Rec



California State Parks Per Capita Match Calculator

Project ID: 104237
Coordinates: 34.2067, -119.0849
Date: 8/6/2021

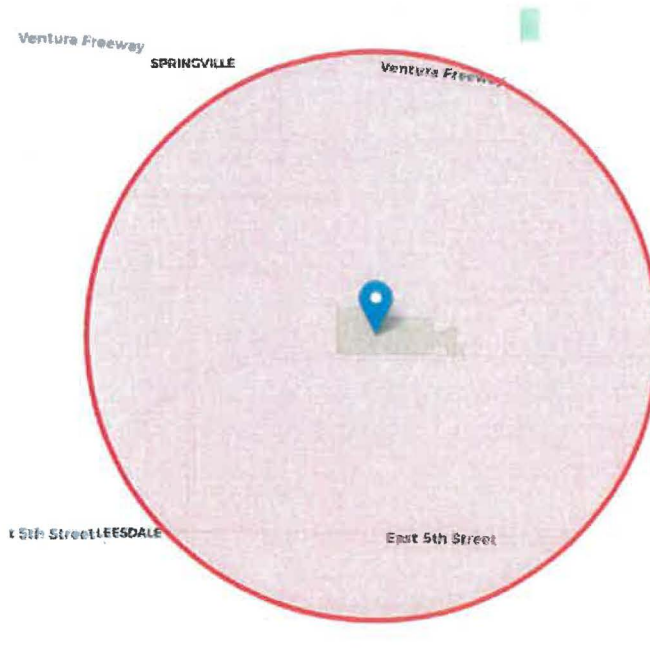
This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

PROJECT AREA STATISTICS

County	Ventura
Median Household Income	\$59,827
Agency Type	County/Regional Park District

The community served does not qualify as Severely Disadvantaged. Match IS required.

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

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

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