

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA**

**February 3, 2022**

**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.**

**This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public can observe and participate in the meeting as follows:**

**1. Attend in person or you may observe the PVPRD Board meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29.**

**2. The meeting will also be live streamed on YouTube at:**

**<https://www.youtube.com/channel/UCCjEyMW3h472YEO9gI3Qgig>**

**3. Zoom Meeting Information:**

**Meeting Link: <https://us06web.zoom.us/j/83762966668>**

**Webinar ID: 837 6296 6668**

**Passcode: 404003**

**Phone Number: 1-669-900-6833**

- a. Cell Phone/Computer with Microphone: Click on the Zoom webinar link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
- b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call into the listed phone number above and when prompted, enter the Webinar ID and Passcode. After entering those items, you will be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing \*9. Then, follow the speaking instructions below.

**Speaking Instructions**

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Committee. **Please ensure all background noise is muted (TV, radio, etc.)** You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes has elapsed your microphone will be muted and the next speaker will be invited to speak.

**5:00 P.M.            CLOSED SESSION**

**1. CALL TO ORDER**

**A. Recess to Closed Session**

**B. Closed Session**

**1) Conference with Labor Negotiations**

The Board will conduct 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.

**2) Public Employee Performance Evaluation and Compensation**

The District Board will hold a closed session with the District's personnel officer and the General Manager, pursuant to Government Code Sections 54957 and 54957.6(a), to conduct an employee performance evaluation of the General Manager and to discuss the salary, compensation and fringe benefits provided to the General Manager.

**C. Reconvene into Regular Meeting**

**6:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #701**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).

**5. PRESENTATIONS**

**A. Capital Projects Update**

**6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.

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

**A. Minutes for Regular Board Meeting of January 5, 2022**

Approval receives and files minutes.

**B. Warrants, Accounts Payable & Payroll**

District's disbursements dated on or before December 31, 2021.

**C. Financial Reports**

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

**D. Consideration and Adoption of Resolution No. 698 Directing SCI Consulting Group to Prepare the FY 2022-2023 Engineer's Report for the Assessment District**

The purpose of this Engineer's Report is to help the District establish the budget for the services that would be funded by the FY 2022-2023 assessments.

**E. Consideration and Approval of Internet and VoIP Services Provider Request for Proposals**

This RFP seeks to secure a service provider who can match or exceed the District's current internet and VoIP systems in a fiscally responsible way.

**F. Amend and Restate 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**

BGCC is expanding their indoor facilities to accommodate increased usage at the center and the City of Camarillo has placed additional conditions as part of this expansion project.

**G. Consideration and Adoption of Resolution No. 699, A Resolution of the Board of Directors of the Pleasant Valley Recreation and Park District Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and all Standing Committees of the District for the 30-Day Period Beginning February 4, 2022 through March 5, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361**

A new resolution will need to be adopted every 30 days in order to proclaim a local emergency persists and re-authorize the use of remote teleconference meeting procedures.

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Resolution No. 700 to Accept, Adopt and Implement Tentative Agreement for a Successor Memorandum of Understanding Between District and SEIU Local 721 and Adjusting Employee Compensation and Benefits as Outlined**

Representatives from the District and the Service Employees International Union Local 721 representing District employees reached a tentative agreement on January 12, 2022.

Suggested Actions: A MOTION to Approve Resolution No. 700, accepting, adopting and implementing the Tentative Agreement that was reached between the labor negotiation representatives from the Pleasant Valley Recreation and Park District ("District") and the Service Employees International Union Local 721 representing District employees ("SEIU Local 721" or "Union").

**B. Consideration to Approve Letter to Send to the City of Camarillo for kidSTREAM to Submit a Conditional Use Permit Application**

The City acknowledges that the proposed use of the kidSTREAM property on Ponderosa Drive as a museum is consistent with the current General Plan and zoning ordinances subject to approval of a Conditional Use Permit by the City Planning Commission.

Suggested Action: A MOTION to Approve and authorize the General Manager to submit a letter to the City of Camarillo authorizing kidSTREAM to submit a Conditional Use Permit application.

**C. Consideration and Approval of Request for Bids for a Prefabricated Building to Replace the Garage Structure for a Nature Education Classroom at Camarillo Grove Park**

Bid proposals are being requested for the build and placement of a prefabricated building to serve as a Nature Education Classroom at Camarillo Grove Park.

Suggested Action: A MOTION to Approve the request for bids for building and delivering a prefabricated building at Camarillo Grove Park to serve as a Nature Education Classroom.

**D. Consideration of Proposed Cell Towers at Bob Kildee and Freedom Parks**

The District has been approached by Eukon Group with proposals to install two new cell phone towers at Bob Kildee and Freedom Parks.

Suggested Action: A MOTION to Approve the General Manager to sign the Letters of Authorization for the proposed antennae and related telecommunication equipment located at Freedom Park and Bob Kildee Park.

**E. Consideration For Setting Dates Of Budget Workshops**

In preparation of the upcoming fiscal year budget, staff and the Board of Directors hold budget workshops to review revenue and expenses for the upcoming fiscal year.

Suggested Action: A MOTION to Approve April 30, 2022 & May 12, 2022 as the dates for the FY 2022-2023 budget workshops.

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

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

**10. ADJOURNMENT**

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

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



**Pleasant Valley Recreation and Park District  
Camarillo City Hall Council Chambers  
Minutes of Regular Meeting  
January 5, 2022**

**5:00 P.M.     CLOSED SESSION**

**1. CALL TO ORDER/ROLL CALL**

Present: Director Magner, Director Dransfeldt, Director Malloy, Chair Kelley

Absent: Director Roberts

**A. Urgency Item** – Chair Kelley proposed adding an emergency item to the agenda as a new item before Item 1.B. *Recess to Closed Session*. The proposed new item involved the consideration of a Resolution authorizing the District Board to conduct public meetings via remote teleconferencing in connection with the novel coronavirus pandemic.

i. Chair Kelley asked for a motion that an emergency situation exists and to add this item to the agenda. A motion was made by Director Malloy and seconded by Director Magner.

**Motion that  
Urgency Item  
be Added to  
the Agenda**

Voting was as follows:

Ayes: Malloy, Magner, Dransfeldt, Chair Kelley

Noes:

Absent: Roberts

Motion: Carried

**Carried**

ii. Consideration and Adoption of Resolution No. 697 Proclaiming a Local Emergency Persists and Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and all Standing Committees of the District for the Initial 30-Day Period Beginning January 5, 2022 Through February 4, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

General Manager Mary Otten presented Resolution No. 697 which would proclaim a local emergency persists and authorize the use of remote teleconference meeting procedures.

Chair Kelley asked for a motion. A motion was made by Director Malloy and seconded by Director Magner to adopt Resolution No. 697 proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the Board of Directors and all standing committees of the District for the initial 30-day period beginning January 5, 2022 through February 4, 2022 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

**Motion to  
Adopt Reso  
697, Use of  
Remote  
Teleconfer.  
Procedures**

Voting was as follows:

Ayes: Malloy, Magner, Dransfeldt, Chair Kelley

Noes:

Absent: Roberts

Motion: Carried

**Carried**

**B. Recessed to Closed Session**

**C. Closed Session**

1) 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.

2) Public Employee Performance Evaluation (Govt. Code Section 54957) Title: General Manager

**D. Reconvene into Regular Meeting**

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:00 p.m. by Chair Kelley.

**6:00 P.M.      REGULAR MEETING**

**2. PLEDGE OF ALLEGIANCE**

Chair Kelley led the pledge.

**3. ROLL CALL**

All present.

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

**4. AMENDMENTS TO THE AGENDA**

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to Approve Agenda as Presented**

**Carried**

**5. PRESENTATION**

**A. Holiday Events Recap**

Recreation Supervisor Macy Trueblood provided a summary of the recent District holiday special events. Events covered were the Foundation’s Winter Wonderland of Wreaths, Letters to Santa, Christmas Parade, Santa’s Village, and the Camarillo Community Band Concert. Upcoming District events included Easter Extravaganza on April 16 and the Food Truck Fest on May 28.

**6. PUBLIC COMMENT**

Chair Kelley received one speaker card from Doug Blois. Mr. Blois is an active tennis player and reported on the poor condition of the tennis courts at Mission Oaks Park and Valle Lindo Park. Mr. Blois asked why the Mission Oaks Park parking lots were all closed at the same time, limiting tennis players usage when no work was being performed on the parking lots. He asked the District to monitor all of the tennis courts to keep them in good repair for better coordination of games and to consider capital improvements under long range planning.

**7. CONSENT AGENDA**

- A. Minutes for Regular Board Meeting of December 2, 2021
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Consideration and Approval of Managed Information Technology Services Request for Proposals
- E. Review and Approval of Surplus Supplies and Equipment List

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

**Motion to Approve Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration to Approve and Award Audit Services Contract and Authorize the General Manager to Execute Contract with Moss, Levy and Hartzheim**

Administrative Services Manager Leonore Young presented a proposal from Moss, Levy and Hartzheim, LLP for audit services for three years with a two-year extension. Travis Hole, CPA and partner with the company was on the phone for any questioning. Lower costs shown for audit services were due to less travel expense costs because part of auditing process was taken care of remotely through email. Discussion included: proximity of accounts within 2 hours of office locations; inability for a complete remote audit because of need to physically examine HR files or matching of paperwork with checks; audit interviews of General Manager and Board Chair; and lack of proposals due to small size of District’s accounting department.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve and authorize the General Manager to enter into an agreement with Moss, Levy and Hartzheim for audit services for three years with a two-year extension upon written amendment.

**Motion to Approve Moss, Levy & Hartzheim for Audit Services**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**B. Approval of 2022 Part Time Salary Schedule with Minimum Wage Impact**

Human Resources Specialist Kathryn Drewry presented the 2022 part time salary schedule. Discussion included: ranges for various levels with more experience; no part time positions, or changes made during 2020 because of COVID; budget based on current employee numbers and increase of wage scale as a whole.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the 2022 part time salary schedule with minimum wage impact.

**Motion to Approve 2022 Part Time Salary Schedule**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**C. Consideration to Approve Resolution No. 696, Approving a Budget Adjustment for the Community Center Kitchen Project and Authorize the General Manager to Enter into a Change Order Agreement with the Contractor**

Park Services Manager Bob Cerasuolo is requesting a budget adjustment to handle the unforeseen issues with the Community Center Kitchen remodel. The air handling system is not large enough to meet new specifications and the flooring and plumbing need to be replaced. Discussion included: the age of the building; ADA included in the new design; replacement of 48 feet of sewer pipe with drains; sleeving of outdoor piping; and Quimby funding.

Chair Kelley called for motions. A motion was made by Director Magner and seconded by Director Dransfeldt to adopt Resolution No. 696, approving a budget adjustment of \$43,915 to increase the total Community Center Kitchen renovation project budget (from Fund 30 Quimby Fees, RPD 186/187 Fairfield LLC) up to and not to exceed \$293,915.

**Motion to Adopt Reso 696, Kitchen Budget Adjustment**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

A motion was made by Director Dransfeldt and seconded by Director Wagner to authorize the General Manager to enter into a change order agreement with Burner Construction.

**Motion to Approve GM Agreement with Burner Construction**

Voting was as follows:

Ayes: Dransfeldt, Wagner, Roberts, Malloy, Chair Kelley

Noes:

Absent:

Motion: Carried

**Carried**

**D. Consideration to Conduct the Annual Goal Setting Meeting**

General Manager Mary Otten presented the need for the Board to conduct the annual Board Goal Setting Workshop for 2022. Administrative Analyst Dylan Gunning will reach out to the board members to find the best date in January or February.

**E. Board Member Committee Assignments for 2022**

Chair Kelley announced that the Board Member Committee assignments for 2022 would remain the same as they were for 2021.

<u>Committees</u>	<u>Directors</u>
Liaison (City)	Magner and Malloy
Liaison (PVSD)	Dransfeldt and Malloy
Finance	Malloy and Roberts
Long Range	
Planning	Dransfeldt and Roberts
Personnel	Kelley and Magner
Policy	Kelley and Malloy
Ad Hoc -	
Pickleball	Dransfeldt and Magner
Miracle League	on hold (Magner and Malloy)
Foundation	Dransfeldt and Magner

Outside Committees

California Special Districts Association (CSDA)	Magner
Ventura County Special Districts Association (VCSDA)	Malloy
Santa Monica Mountains Conservancy (SMMC)	Dransfeldt

**9. ORAL COMMUNICATION - INFORMATIONAL ITEMS**

A. Chair Kelley – Chair Kelley acknowledged Director Malloy’s past year’s performance as Board Chair as one of the best over the years. He thanked the rest of the board for working through the challenges and issues of the past year. The Christmas Parade ran very smooth, and the parks look great.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner stated the annual meeting is scheduled for the first week in February and they are accepting nominations for GM and Director of the Year. CSDA – Director Magner reported the group is prepping for the legislative session.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported that the December 13 meeting covered homeowner issues with the adjacent Sycamore Park Trail and grants are being presented from phase 2 of the Wildfire Prevention Funding.

E. Standing Committees – Finance – Director Malloy reported that water usage is down due to the rain and the committee is looking at retaining a consultant to review our electric bills. Liaison – Director Malloy reported on a December 6 meeting with City members to get back on track with the Senior and Community Recreation Facility two years later. An architect will update with current cost estimates and the group will also look at the borrowing costs. Long Range Planning – No meeting. Personnel - Director Magner stated that the part time salary schedule was covered. Policy – No report.

F. Ad Hoc Committees – Pickleball – General Manager Otten stated that she had some updates in her GM Report.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner thanked Macy Trueblood for the information on the Winter Wonderland of Wreaths. The group is looking at replacing the garage structure at Camarillo Grove Park Nature Center. There is a meeting on January 12 and the first fundraiser for the year will take place at Boulevard Burgers on January 27.

H. General Manager’s Report – General Manager Mary Otten reported that the demolition of the restroom and playground equipment at Arneill Ranch Park is complete and that hydroseeding will take place in February. Other updates included: slurry and striping of Mission Oaks parking lot with signage up 2 weeks prior in December; a January carpet installation in the Senior Center; increased graffiti at various parks; LED lights for the tennis courts starting in January; tennis court maintenance schedule for Valle Lindo and Mission Oaks; new District Activity Guide out; adult sports leagues coming up in January; pickleball pilot program feedback; Freedom Park Complex design; Employee Recognition Committee event with almost 100% employee participation; ADA survey on website; Fee Study started; Somis farmworker project approved on December 16; \$165 thousand received in Park Impact Fees; and COVID funds reimbursement of \$230,000 received.

I. Board Members – Director Dransfeldt thanked staff for the Christmas Parade and the staff barbecue. She acknowledged the hard work from Connor Soudani with the parade and special events and Denise Cleric with the Senior Center and classes. Both will be missed. Director Magner thanked staff for the past year and stated it was nice to see everyone at the staff barbecue. She stated that her grandchildren were very excited to receive a letter from Santa. Director Malloy reported on the meetings attended and the Christmas Parade as the best day in the year. Director Kelley also mentioned the success of the staff barbecue and challenged the cornhole ringers next year.

## 10. ADJOURNMENT

Chair Kelley adjourned the meeting at 7:29 p.m.

**Respectfully submitted,**

**Karen Roberts**  
**Recording Secretary**

**Approval,**

**Robert Kelley**  
**Chair**

# CASH REPORT

	12/31/2021 Balance	12/31/2020 Balance	
<b>Restricted Funds</b>			
Debt Service - Restricted	\$ 270,233.18	\$ 487,641.40	
457 Pension Trust Restricted	\$ 83,851.08	\$ 115,952.09	
Quimby Fee - Restricted	\$ 467,398.59	\$ 66,699.02	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 3,302,728.10	\$ 4,585,003.72	
Park Impact Fees	\$ 165,364.20	\$ -	
FCDP Checking	\$ 13,601.16	\$ 21,539.61	
<b>Total</b>	<b>\$ 4,303,176.31</b>	<b>\$ 5,692,256.98</b>	
<b>Semi-Restricted Funds</b>			
Assessment	\$ 835,397.13	\$ 821,514.81	
Capital Improvement	\$ 645,010.49	\$ 264,518.56	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - <b>Capital</b>	\$ 2,072,848.18	\$ 2,166,183.28	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
<b>Total</b>	<b>\$ 4,214,099.60</b>	<b>\$ 3,774,458.39</b>	
<b>Unrestricted Funds</b>			
Contingency	\$ 4,697,261.04	\$ 12,209.01	
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,944,682.30	
General Fund Checking	\$ 99,389.65	\$ 229,242.33	
<b>Total</b>	<b>\$ 4,796,650.69</b>	<b>\$ 3,186,133.64</b>	
<b>Total of all Funds</b>	<b>\$ 13,313,926.60</b>	<b>\$ 12,652,849.01</b>	<b>\$ 661,077.59</b>

	1/10/2022 Balance	1/31/2021 Balance	
<b>Restricted Funds</b>			
Debt Service - Restricted	\$ 270,223.10	\$ 487,657.97	
457 Pension Trust Restricted	\$ 83,851.08	\$ 115,956.03	
Quimby Fee - Restricted	\$ 467,398.59	\$ 63,644.53	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 3,302,728.10	\$ 4,535,003.72	
Park Impact Fees	\$ 165,364.20	\$ -	
FCDP Checking	\$ 13,601.16	\$ 21,589.01	
<b>Total</b>	<b>\$ 4,303,166.23</b>	<b>\$ 5,639,272.40</b>	
<b>Semi-Restricted Funds</b>			
Assessment	\$ 833,721.03	\$ 761,873.48	
Capital Improvement	\$ 645,010.49	\$ 264,530.82	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - <b>Capital</b>	\$ 2,072,848.10	\$ 2,166,183.28	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
<b>Total</b>	<b>\$ 4,212,423.42</b>	<b>\$ 3,714,829.32</b>	
<b>Unrestricted Funds</b>			
Contingency	\$ 4,697,261.04	\$ 12,209.42	
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,944,682.30	
General Fund Checking	\$ 305,432.89	\$ 290,393.38	
<b>Total</b>	<b>\$ 5,002,693.93</b>	<b>\$ 3,247,285.10</b>	
<b>Total of all Funds</b>	<b>\$ 13,518,283.58</b>	<b>\$ 12,601,386.82</b>	<b>\$ 916,896.76</b>

Pleasant Valley Recreation and Park District  
 Finance Report  
 December 2021

	Date	Amount	
Accounts Payables:	12/2021	\$ 442,706.88	
	<b>Total</b>	<b>\$ 442,706.88</b>	
Payroll (Total Cost):	12/9/2021	\$ 136,892.82	
	12/9/2021	\$ 5,301.12	
	12/22/2021	\$ 138,142.92	
	<b>Total</b>	<b>\$ 280,336.86</b>	
Outgoing:Online Payments			
	12/2/2021	\$ 771.45	VSP- Vision Insurance
	12/2/2021	\$ 1,733.45	The Hartford
	12/2/2021	\$ 2,091.20	The Guardian
	12/2/2021	\$ 378.84	Aflac
	12/2/2021	\$ 31,102.58	PERS Health Insurance Premium
	12/9/2021	\$ 14,859.16	CALPERS- Ret.-PR-12/9/2021
	12/21/2021	\$ 14,658.08	CALPERS- Ret.-PR-12/22/2021
	12/3/2021	\$ 3,670.44	Wex Fuel Payment
	<b>Total</b>	<b>\$ 69,265.20</b>	
	<b>Grand Total</b>	<b>\$ 792,308.94</b>	



## Ventura County Pool

Investment Name	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
<b>Ventura County Pool</b>	1.293%	1.103%	.958%	.796%	.690%	.518%	.464%	.495%	.410%
	<b>April 2021</b>	<b>May 2021</b>	<b>June 2021</b>	<b>July 2021</b>	<b>August 2021</b>	<b>September 2021</b>	<b>October 2021</b>	<b>November 2021</b>	<b>December 2021</b>
<b>Ventura County Pool</b>	.383%	.357%	.361%	.331%	.305%	.322%	.310%	.300%	.310%

- Rates are determined at the end of the month

## Local Agency Investment Fund (LAIF)

Investment Name	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
<b>Local Agency Investment Fund (LAIF)</b>	.920%	.784%	.685%	.620%	.576%	.540%	.458%	.407%	.357%
	<b>April 2021</b>	<b>May 2021</b>	<b>June 2021</b>	<b>July 2021</b>	<b>August 2021</b>	<b>September 2021</b>	<b>October 2021</b>	<b>November 2021</b>	<b>December 2021</b>
<b>Local Agency Investment Fund (LAIF)</b>	.339%	.315%	.262%	.330%	.221%	.206%	.203%	.202%	.212%

### Cal Trust

Investment Name	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
<b>Cal Trust</b>	.07%	.004%	.09%	.07%	.04%	.03%	.03%	.03%	.05%
	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021
<b>Cal Trust</b>	.05%	.05%	.03%	.04%	.03%	.03%	.03%	.03%	.03%

### Pacific Western Bank

Investment Name	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
<b>Pacific Western Bank</b>									
	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021
<b>Pacific Western Bank</b>									.04%

**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: February 3, 2022**

**SUBJECT: FINANCE REPORT DECEMBER 2021**

**RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for December 2021 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

**ANALYSIS OF COMPARATIVE FINANCIAL THROUGH DECEMBER 31, 2021**

The District's Statements of Revenues and Expenditures for the period of July 1, 2021, through December 31, 2021, with a year-to-date comparison for the period of July 1, 2020, through December 31, 2020, are attached. The percentage rate used for the 2021-2022 fiscal year budget is 50% for Period 6 of the fiscal year.

**REVENUES**

Total revenue for the 6th month ending December 31, 2021 for Fund 10 (General Fund) has an overall increase of \$528,617 in comparison to fiscal year 2020-2021. This variance from prior year is primarily made up of an increase in Reimbursement ROPS #5600 (\$321,852) and Tax Apportionment #5510-5240 (\$196,944).

Total revenue for the 6th month ending December 31, 2021 for Fund 20 (Assessment District) is at 58.45% of budget.

Fund 30, the Park Dedication Fund had no activity for the month of December 2021.

Fund 40, the Park Impact Fee Fund had received \$165,205 in the month of December 2021.

Fund 50, the Community Development Block Grant (CDBG) Fund – Food Share had no activity for the month of December 2021.

**EXPENDITURES**

Personnel Expenditures have increased by \$39,538 for fiscal year 2021-2022 in comparison to personnel expenses for the same time last year. There are not one or two particular line items that stand out; this variance is due to many line item increases and decreases.

Service and Supply Expenditures for Fund 10 have increased \$160,365 in comparison to the same time as last year and is at 48.12% of budget. There are multiple line items that make up this variance, but three line items 1) Instructor Services #7120 (\$49,738), 2) Professional Services #7100 (\$39,048) and 3) Registration Fees #6950 (\$34,962) make up the majority of the variance.

Fund 20 is at 42.18% in Personnel and 51.84% in Service and Supplies.

Fund 30 had no activity in Personnel or Services and Supplies for the month of December 2021.

Fund 40 had no activity in Personnel or Services and Supplies for the month of December 2021.

Fund 50 activity in Personnel is at year-to-date \$9,886 and Services and Supplies year-to-date \$322 for the month of December 2021.

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

### **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 3.60% and over in Fund 20 by 1.84%.

### **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for December 2021 for Fund 10, Fund 20, Fund 30, Fund 40 and Fund 50.

### **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of December 31, 2021, Fund 10  
(3 pages)
- 2) Financial Statement of Revenues and Expenditures as of December 31, 2021, Fund 20  
(1 page)
- 3) Financial Statement of Revenues and Expenditures as of December 31, 2021, Fund 30  
(1 page)
- 4) Financial Statement of Revenues and Expenditures as of December 31, 2021, Fund 40  
(1 page)
- 5) Financial Statement of Revenues and Expenditures as of December 31, 2021, Fund 50  
(1 page)

**General Ledger**  
**Fund 10 General Fund**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apport - Cur Year Secured	5110-5240	\$ (3,998,960.54)	\$ (3,959,789.14)	\$ (4,156,733.61)	\$ (7,301,920.00)	\$ (3,145,186.39)	56.93%
Interest Earnings	5310	\$ (138.42)	\$ (13,003.09)	\$ (4,652.80)	\$ (14,928.00)	\$ (10,275.20)	31.17%
Hill Fire 2018	5465	\$ -	\$ (219,884.01)	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ (95.00)	\$ (1,100.00)	\$ (308.59)	\$ (2,200.00)	\$ (1,891.41)	14.03%
Bingo Revenue	5508	\$ -	\$ -	\$ (5,795.25)	\$ -	\$ 5,795.25	0.00%
Excess Bingo Funds	5509	\$ -	\$ -	\$ (2,653.60)	\$ -	\$ 2,653.60	0.00%
Contract Classes-Public Fees	5510	\$ (15,617.50)	\$ (24,854.65)	\$ (90,321.17)	\$ (68,380.00)	\$ 21,941.17	132.09%
Public Fees	5511	\$ (9,541.60)	\$ (9,683.25)	\$ (56,380.27)	\$ (244,121.00)	\$ (187,740.73)	23.10%
Public Fees-Entry Fees	5520	\$ (2,775.00)	\$ (2,019.00)	\$ (18,398.00)	\$ (25,840.00)	\$ (7,442.00)	71.20%
Vending Concessions	5525	\$ -	\$ -	\$ (367.32)	\$ (2,500.00)	\$ (2,132.68)	14.69%
Rental	5530	\$ (26,224.23)	\$ (88,605.00)	\$ (189,982.91)	\$ (261,412.00)	\$ (71,429.09)	72.68%
Cell Tower Revenue	5535	\$ (1,634.61)	\$ (48,686.65)	\$ (41,031.30)	\$ (91,704.00)	\$ (50,672.70)	44.74%
Parking Fees	5540	\$ (666.34)	\$ (3,318.78)	\$ (8,066.62)	\$ (7,012.00)	\$ 1,054.62	115.04%
Activity Guide Revenue	5555	\$ -	\$ (850.00)	\$ (1,700.00)	\$ (10,000.00)	\$ (8,300.00)	17.00%
Sponsorships/Donations	5558	\$ -	\$ (150.00)	\$ -	\$ (1,000.00)	\$ (1,000.00)	0.00%
Staffing Cost Recovery	5563	\$ (2,352.00)	\$ (5,785.00)	\$ (12,930.25)	\$ (29,110.00)	\$ (16,179.75)	44.42%
Special Event Permits	5564	\$ -	\$ (400.00)	\$ (700.00)	\$ -	\$ 700.00	0.00%
Security Services Recovery	5566	\$ -	\$ -	\$ (486.00)	\$ -	\$ 486.00	0.00%
Contributions	5570	\$ (383.55)	\$ (35,000.00)	\$ (51,951.95)	\$ (72,000.00)	\$ (20,048.05)	72.16%
Other Misc Revenue	5575	\$ (4,450.00)	\$ (42,881.61)	\$ (37,382.53)	\$ (54,880.00)	\$ (17,497.47)	68.12%
Credit Card Processing Fee	5576	\$ -	\$ (41.81)	\$ (67.75)	\$ -	\$ 67.75	0.00%
Cash Over/Under	5580	\$ -	\$ (48.00)	\$ (45.00)	\$ -	\$ 45.00	0.00%
Incentive Income	5585	\$ (406.58)	\$ (312.89)	\$ (833.39)	\$ (2,700.00)	\$ (1,866.61)	30.87%
Reimbursement - ROPS	5600	\$ (317,701.21)	\$ (74,556.06)	\$ (396,407.90)	\$ (125,000.00)	\$ 271,407.90	317.13%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (17,610.38)	\$ -	\$ -	\$ -	0.00%
Surplus Carryover	5991	\$ -	\$ -	\$ -	\$ (16,397.00)	\$ (16,397.00)	0.00%
<b>Revenue</b>		<b>\$ (4,380,946.58)</b>	<b>\$ (4,548,579.32)</b>	<b>\$ (5,077,196.21)</b>	<b>\$ (8,331,104.00)</b>	<b>\$ (3,253,907.79)</b>	<b>60.94%</b>
<b>YTD Comprison</b>				<b>\$ (528,616.89)</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 183,620.67	\$ 1,110,665.61	\$ 1,071,188.52	\$ 2,470,564.00	\$ 1,399,375.48	43.36%
Overtime Salaries	6101	\$ 1,157.73	\$ 6,091.84	\$ 6,220.00	\$ 23,594.00	\$ 17,374.00	26.36%
Car Allowance	6105	\$ 830.74	\$ 5,399.81	\$ 5,399.81	\$ 10,800.00	\$ 5,400.19	50.00%
Cell Phone Allowance	6108	\$ 1,122.14	\$ 6,924.35	\$ 6,796.91	\$ 15,420.00	\$ 8,623.09	44.08%
Part-Time Salaries	6110	\$ 26,594.20	\$ 79,968.91	\$ 187,928.08	\$ 479,525.00	\$ 291,596.92	39.19%
Retirement	6120	\$ 29,944.94	\$ 193,509.86	\$ 179,517.91	\$ 435,765.00	\$ 256,247.09	41.20%
457 Pension	6121	\$ 92.26	\$ 59,207.22	\$ 6,377.00	\$ 7,000.00	\$ 623.00	91.10%
Deferred Compensation	6125	\$ 365.56	\$ 2,306.98	\$ 2,234.85	\$ 4,752.00	\$ 2,517.15	47.03%
Employee Insurance	6130	\$ 22,346.25	\$ 177,849.11	\$ 124,898.38	\$ 343,440.00	\$ 218,541.62	36.37%
Workers Compensation	6140	\$ 12,028.50	\$ 34,258.87	\$ 72,419.20	\$ 188,202.00	\$ 115,782.80	38.48%
Unemployment Insurance	6150	\$ -	\$ 9,556.00	\$ 39.41	\$ 40,000.00	\$ 39,960.59	0.10%
Loan - Pension Obligation	6160	\$ -	\$ 13,768.30	\$ 8,548.94	\$ 264,218.00	\$ 255,669.06	3.24%
PERS Unfunded Liability	6170	\$ -	\$ 434,065.00	\$ 501,541.00	\$ 516,970.00	\$ 15,429.00	97.02%
<b>Personnel</b>		<b>\$ 278,102.99</b>	<b>\$ 2,133,571.86</b>	<b>\$ 2,173,110.01</b>	<b>\$ 4,800,250.00</b>	<b>\$ 2,627,139.99</b>	<b>45.27%</b>
<b>YTD Comprison</b>				<b>\$ 39,538.15</b>			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 1,777.42	\$ 9,967.51	\$ 10,425.87	\$ 21,008.00	\$ 10,582.13	49.63%
Internet Services	6220	\$ 510.00	\$ 8,874.00	\$ 11,927.00	\$ 36,862.00	\$ 24,935.00	32.36%
IT Infrastructure	6230	\$ -	\$ 360.50	\$ 539.62	\$ 2,000.00	\$ 1,460.38	26.98%
Computer Hardware/Software	6240	\$ -	\$ 4,781.53	\$ 2,806.81	\$ 12,050.00	\$ 9,243.19	23.29%
Pool Chemicals	6310	\$ 146.81	\$ 741.00	\$ 1,704.20	\$ 8,250.00	\$ 6,545.80	20.66%
Janitorial Supplies	6320	\$ 10,713.01	\$ 12,291.86	\$ 20,564.02	\$ 48,408.00	\$ 27,843.98	42.48%
COVID - Supplies	6321	\$ -	\$ 2,817.89	\$ 80.44	\$ 5,600.00	\$ 5,519.56	1.44%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ 560.80	\$ 13,745.00	\$ 13,184.20	4.08%
Water Maint & Service	6350	\$ 81.50	\$ 418.25	\$ 276.50	\$ 1,265.00	\$ 988.50	21.86%
Laundry/Wash Service	6360	\$ -	\$ 178.00	\$ -	\$ 880.00	\$ 880.00	0.00%
Insurance Liability	6410	\$ 118,349.00	\$ 208,084.00	\$ 236,698.00	\$ 228,892.00	\$ (7,806.00)	103.41%
Equipment Maintenance	6500	\$ -	\$ -	\$ 34.30	\$ 900.00	\$ 865.70	3.81%
Fuel	6510	\$ 3,686.36	\$ 21,544.25	\$ 22,250.31	\$ 51,600.00	\$ 29,349.69	43.12%
Vehicle Maintenance	6520	\$ 805.91	\$ 11,155.32	\$ 11,154.29	\$ 35,400.00	\$ 24,245.71	31.51%

**General Ledger**  
**Fund 10 General Fund**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Office Equipment Maintenance	6530	\$ -	\$ 116.89	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 1,352.08	\$ 9,352.74	\$ 12,813.91	\$ 88,000.00	\$ 75,186.09	14.56%
HVAC	6620	\$ 1,881.64	\$ 2,382.14	\$ 1,881.64	\$ 8,820.00	\$ 6,938.36	21.33%
Playground Maintenance	6630	\$ -	\$ -	\$ 1,054.87	\$ 40,000.00	\$ 38,945.13	2.64%
Turf Removal	6705	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Grounds Maintenance	6710	\$ 5,646.81	\$ 41,213.74	\$ 35,795.06	\$ 86,220.00	\$ 50,424.94	41.52%
Tree Care	6719	\$ -	\$ 11,383.88	\$ 19,327.50	\$ 30,000.00	\$ 10,672.50	64.43%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 16,397.00	\$ 16,397.00	0.00%
Contracted Pest Control	6730	\$ -	\$ 560.00	\$ 100.00	\$ 2,520.00	\$ 2,420.00	3.97%
Rubbish & Refuse	6740	\$ 5,953.54	\$ 36,366.00	\$ 35,062.89	\$ 79,346.00	\$ 44,283.11	44.19%
Vandalism/Theft	6750	\$ -	\$ -	\$ 36.02	\$ 500.00	\$ 463.98	7.20%
Memberships	6810	\$ -	\$ 11,885.00	\$ 12,590.00	\$ 14,435.00	\$ 1,845.00	87.22%
Office Supplies	6910	\$ -	\$ 3,118.44	\$ 4,922.51	\$ 12,709.00	\$ 7,786.49	38.73%
Postage Expense	6920	\$ 0.75	\$ 537.65	\$ 6,466.70	\$ 12,700.00	\$ 6,233.30	50.92%
Advertising Expense	6930	\$ -	\$ 900.00	\$ 2,298.00	\$ 2,490.00	\$ 192.00	92.29%
Printing Charges	6940	\$ 681.91	\$ 4,340.54	\$ 3,455.66	\$ 14,123.00	\$ 10,667.34	24.47%
Registration Fees	6950	\$ -	\$ 6,596.83	\$ 41,558.80	\$ 47,732.00	\$ 6,173.20	87.07%
Approp Redev/Collection Fees	6960	\$ 271,904.71	\$ 255,697.19	\$ 271,904.71	\$ 545,454.00	\$ 273,549.29	49.85%
Assessment Tax	6965	\$ 5,516.59	\$ -	\$ 5,516.59	\$ -	\$ (5,516.59)	0.00%
Minor Furn Fixture & Equip	6980	\$ 258.44	\$ 863.01	\$ 861.23	\$ 1,137.00	\$ 275.77	75.75%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ 284.00	\$ 2,640.00	\$ 2,356.00	10.76%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ 364.65	\$ 3,800.00	\$ 3,435.35	9.60%
Permit & Licensing Fees	7030	\$ -	\$ 1,269.03	\$ 3,246.12	\$ 6,350.00	\$ 3,103.88	51.12%
State License Fee	7040	\$ -	\$ 657.50	\$ 48.75	\$ 1,000.00	\$ 951.25	4.88%
Professional Services	7100	\$ 39,048.00	\$ -	\$ 39,048.00	\$ 81,550.00	\$ 42,502.00	47.88%
Legal Services	7110	\$ 7,211.91	\$ 23,357.06	\$ 23,332.20	\$ 90,000.00	\$ 66,667.80	25.92%
Typeset and Print Services	7115	\$ -	\$ -	\$ -	\$ 24,300.00	\$ 24,300.00	0.00%
Instructor Services	7120	\$ 11,314.43	\$ 15,401.60	\$ 65,139.76	\$ 69,303.00	\$ 4,163.24	93.99%
PERS Admin Fees	7125	\$ 88.04	\$ 1,038.49	\$ 534.38	\$ 2,128.00	\$ 1,593.62	25.11%
Audit Services	7130	\$ 2,000.00	\$ 7,100.00	\$ 6,000.00	\$ 20,275.00	\$ 14,275.00	29.59%
Medical & Health Svcs (HR)	7140	\$ 1,005.00	\$ 400.00	\$ 1,105.00	\$ 8,670.00	\$ 7,565.00	12.75%
Security Services	7150	\$ 175.00	\$ 1,582.50	\$ 2,772.00	\$ 4,147.00	\$ 1,375.00	66.84%
Entertainment Services	7160	\$ -	\$ -	\$ 118.72	\$ 3,900.00	\$ 3,781.28	3.04%
Business Services	7180	\$ 44.10	\$ 34,583.07	\$ 38,406.37	\$ 67,660.00	\$ 29,253.63	56.76%
Umpire/Referee Services	7190	\$ 295.00	\$ -	\$ 1,035.00	\$ 1,500.00	\$ 465.00	69.00%
Subscriptions	7210	\$ -	\$ 1,457.65	\$ 85.95	\$ 3,723.00	\$ 3,637.05	2.31%
Rents & Leases - Equip	7310	\$ 143.51	\$ 2,018.70	\$ 3,904.04	\$ 24,000.00	\$ 20,095.96	16.27%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ (250.00)	\$ 60.00	\$ 310.00	-416.67%
Event Supplies	7410	\$ -	\$ -	\$ 687.99	\$ 3,330.00	\$ 2,642.01	20.66%
Supplies	7420	\$ -	\$ 25.71	\$ 2,018.34	\$ 4,900.00	\$ 2,881.66	41.19%
Bingo Supplies	7430	\$ 658.09	\$ -	\$ 3,020.12	\$ 3,600.00	\$ 579.88	83.89%
Sporting Goods	7440	\$ -	\$ 207.91	\$ 2,648.40	\$ 6,000.00	\$ 3,351.60	44.14%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 3,375.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ 30.00	\$ 1,800.00	\$ 1,770.00	1.67%
Small Tools	7500	\$ 193.02	\$ 582.64	\$ 2,026.28	\$ 6,000.00	\$ 3,973.72	33.77%
Safety Supplies	7510	\$ -	\$ 214.88	\$ 865.06	\$ 2,550.00	\$ 1,684.94	33.92%
Uniform Allowance	7610	\$ 3,154.00	\$ 1,675.52	\$ 4,263.47	\$ 11,220.00	\$ 6,956.53	38.00%
Safety Clothing	7620	\$ -	\$ 578.41	\$ 150.00	\$ 4,764.00	\$ 4,614.00	3.15%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
Conference&Seminar Staff	7710	\$ -	\$ 640.32	\$ 4,583.95	\$ 24,896.00	\$ 20,312.05	18.41%
Conference&Seminar Board	7715	\$ 22.00	\$ -	\$ 151.00	\$ 4,450.00	\$ 4,299.00	3.39%
Conference&Seminar Travel Exp	7720	\$ -	\$ -	\$ 1,855.19	\$ 14,718.00	\$ 12,862.81	12.60%
Out of Town Travel Board	7725	\$ -	\$ -	\$ 1,221.94	\$ 2,420.00	\$ 1,198.06	50.49%
Private Vehicle Mileage	7730	\$ -	\$ 127.83	\$ -	\$ 3,892.00	\$ 3,892.00	0.00%
Buses/Excursions	7750	\$ -	\$ -	\$ -	\$ 17,400.00	\$ 17,400.00	0.00%
Utilities - Gas	7810	\$ 3,400.59	\$ 8,093.89	\$ 12,647.39	\$ 30,414.00	\$ 17,766.61	41.58%
Utilities - Water	7820	\$ 52,857.20	\$ 486,904.08	\$ 423,220.41	\$ 899,999.00	\$ 476,778.59	47.02%
Utilities - Electric	7830	\$ 17,520.07	\$ 64,456.82	\$ 99,022.72	\$ 190,000.00	\$ 90,977.28	52.12%
Airport Assessment Exp	7840	\$ -	\$ 842.00	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 513.72	\$ 601.70	\$ 3,208.85	\$ 14,206.00	\$ 10,997.15	22.59%
Meals for Staff Training	7920	\$ -	\$ 874.98	\$ 503.39	\$ 3,500.00	\$ 2,996.61	14.38%
Employee Morale	7930	\$ 88.91	\$ -	\$ 448.27	\$ 3,000.00	\$ 2,551.73	14.94%
COP Debt - PV Fields	7950	\$ 18,646.67	\$ 114,880.00	\$ 111,880.00	\$ 223,760.00	\$ 111,880.00	50.00%
Reserve Computer Fleet	7971	\$ -	\$ 2,500.02	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 3,053.75	\$ -	\$ 18,322.50	\$ 36,645.00	\$ 18,322.50	50.00%

**General Ledger**  
**Fund 10 General Fund**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Reserve Repair/Oper/Admin	7975	\$ 5,416.67	\$ 75,000.00	\$ 32,500.00	\$ 65,000.00	\$ 32,500.00	50.00%
Admin Fee/CC Refund 2020	8112	\$ -	\$ 11,436.84	\$ 275.00	\$ -	\$ (275.00)	0.00%
<b>Services and Supplies</b>		<b>\$ 596,116.15</b>	<b>\$ 1,525,037.31</b>	<b>\$ 1,685,393.46</b>	<b>\$ 3,502,788.00</b>	<b>\$ 1,817,394.54</b>	<b>48.12%</b>
<b>YTD Comparison</b>				<b>\$ 160,356.15</b>			
<b>Capital</b>							
Equip/Facility Replacement	8420	\$ 29,701.95	\$ 269.42	\$ 29,984.93	\$ 64,730.00	\$ 34,745.07	46.32%
Community Center Marquee	8468	\$ -	\$ 3,997.52	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ 29,642.96	\$ -	\$ -	\$ -	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ 7,950.00	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 340.97	\$ -	\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ 13,200.00	\$ -	\$ -	\$ -	0.00%
HVAC for Room #6	8482	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ECAA Loan-Lighting Project	8483	\$ -	\$ -	\$ 52.50	\$ 190,000.00	\$ 189,947.50	0.03%
HVAC Conference Room	8485	\$ -	\$ -	\$ 7,414.00	\$ 15,000.00	\$ 7,586.00	49.43%
Pool Vacuum	8486	\$ -	\$ -	\$ 5,203.25	\$ 6,000.00	\$ 796.75	86.72%
Springville Parking Lot	8487	\$ -	\$ -	\$ 23,600.22	\$ 80,000.00	\$ 56,399.78	29.50%
Mission Oaks Parking Lot	8488	\$ -	\$ -	\$ 276.20	\$ 100,000.00	\$ 99,723.80	0.28%
Tennis Court Lighting	8489	\$ -	\$ -	\$ 55,496.64	\$ 140,000.00	\$ 84,503.36	39.64%
Senior Center Carpeting	8491	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Sr Ctr Upgrade to Sound Board	8492	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Bingo Console	8494	\$ 5,007.00	\$ -	\$ 5,007.00	\$ 15,000.00	\$ 9,993.00	33.38%
Turf Sweeper	8495	\$ -	\$ -	\$ 8,189.10	\$ 8,190.00	\$ 0.90	99.99%
ADA Transition Plan	8496	\$ 22,200.00	\$ -	\$ 22,200.00	\$ 82,880.00	\$ 60,680.00	26.79%
<b>Capital</b>		<b>\$ 56,908.95</b>	<b>\$ 55,400.87</b>	<b>\$ 157,423.84</b>	<b>\$ 737,300.00</b>	<b>\$ 579,876.16</b>	<b>21.35%</b>

<b>TOTAL EXPENSES</b>		<b>\$ 874,219.14</b>	<b>\$ 3,658,609.17</b>	<b>\$ 3,858,503.47</b>	<b>\$ 8,303,038.00</b>	<b>\$ 4,444,534.53</b>	<b>46.47%</b>
<b>TOTAL YTD COMPARISON</b>				<b>\$ 199,894.30</b>			

**General Ledger**  
**Fund 20 Assessment District Fund**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ (123.69)	\$ (125.40)	\$ (238.00)	\$ (112.60)	52.69%
Assessment Revenue	5500	\$ (700,160.95)	\$ (683,961.37)	\$ (707,010.47)	\$ (1,209,566.00)	\$ (502,555.53)	58.45%
<b>Revenue</b>		<b>\$ 700,160.95</b>	<b>\$ 684,085.06</b>	<b>\$ 707,135.87</b>	<b>\$ 1,209,804.00</b>	<b>\$ 502,668.13</b>	<b>58.45%</b>
<b>YTD Comparison</b>				<b>\$ 23,050.81</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 1,264.67	\$ 8,478.88	\$ 8,893.16	\$ 20,831.00	\$ 11,937.84	42.69%
Overtime Salaries	6101	\$ 44.65	\$ 5.60	\$ 62.02	\$ -	\$ (62.02)	0.00%
Car Allowance	6105	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ 13.86	\$ 34.65	\$ 90.09	\$ 178.00	\$ 87.91	50.61%
Part-Time Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 205.89	\$ 1,516.30	\$ 1,469.43	\$ 3,568.00	\$ 2,098.57	41.18%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 244.87	\$ 2,992.53	\$ 1,514.42	\$ 3,749.00	\$ 2,234.58	40.40%
Workers Compensation	6140	\$ 137.81	\$ 893.21	\$ 966.42	\$ 2,483.00	\$ 1,516.58	38.92%
<b>Personnel</b>		<b>\$ 1,911.75</b>	<b>\$ 13,921.17</b>	<b>\$ 12,995.54</b>	<b>\$ 30,809.00</b>	<b>\$ 17,813.46</b>	<b>42.18%</b>
<b>YTD Comparison</b>				<b>\$ (925.63)</b>			
<b>Services amd Supplies</b>							
Incidental Costs - Assess	6709	\$ 10,176.05	\$ 10,676.01	\$ 20,815.18	\$ 19,444.00	\$ (1,371.18)	107.05%
Grounds Maintenance	6710	\$ -	\$ -	\$ 3,231.58	\$ 15,000.00	\$ 11,768.42	21.54%
Tree Care	6719	\$ 53,737.50	\$ 3,750.00	\$ 56,287.50	\$ 67,500.00	\$ 11,212.50	83.39%
Contracted LS Services	6720	\$ 52,790.35	\$ 236,795.27	\$ 231,296.18	\$ 465,913.00	\$ 234,616.82	49.64%
Park Amenities - Assess	6722	\$ -	\$ 929.12	\$ 1,699.42	\$ 17,500.00	\$ 15,800.58	9.71%
Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ 1,736.59	\$ 1,678.82	\$ 1,736.59	\$ 3,500.00	\$ 1,763.41	49.62%
COP Debt - PV Fields	7950	\$ 44,146.67	\$ 262,780.00	\$ 264,880.00	\$ 529,760.00	\$ 264,880.00	50.00%
<b>Services amd Supplies</b>		<b>\$ 162,587.16</b>	<b>\$ 516,609.22</b>	<b>\$ 579,946.45</b>	<b>\$ 1,118,687.00</b>	<b>\$ 538,740.55</b>	<b>51.84%</b>
<b>YTD Comparison</b>				<b>\$ 63,337.23</b>			
<b>TOTAL EXPENSE</b>		<b>\$ 164,498.91</b>	<b>\$ 530,530.39</b>	<b>\$ 592,941.99</b>	<b>\$ 1,149,496.00</b>	<b>\$ 556,554.01</b>	<b>51.58%</b>
<b>TOTAL YTD COMPARISON</b>				<b>\$ 62,411.60</b>			



**General Ledger**  
**Fund 30 Quimby Fee Fund**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ (20,407.18)	\$ (3,087.30)	\$ (35,013.00)	\$ (31,925.70)	8.82%
MBS Interest Earnings	5320	\$ -	\$ (3,640.00)	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ 24,047.18</b>	<b>\$ 3,087.30</b>	<b>\$ 35,013.00</b>	<b>\$ 31,925.70</b>	<b>8.82%</b>
<b>YTD Comparison</b>				<b>\$ (20,959.88)</b>			
<b>Expense</b>							
Registration Fees	6950	\$ -	\$ -	\$ 36.00	\$ -	\$ (36.00)	0.00%
<b>Expense</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36.00</b>	<b>\$ -</b>	<b>\$ (36.00)</b>	<b>0.00%</b>
<b>Capital</b>							
Arneill Ranch Park Renovation	8464	\$ 273,291.25	\$ 30,370.00	\$ 1,112,597.67	\$ 1,477,651.00	\$ 365,053.33	75.30%
PVAC Restroom & Shower	8469	\$ -	\$ 35,249.13	\$ -	\$ -	\$ -	0.00%
Turf Grinder	8475	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 50,447.93	\$ -	\$ -	\$ -	0.00%
Community Center Kitchen	8480	\$ 31,622.61	\$ 10,110.00	\$ 66,416.39	\$ 229,347.00	\$ 162,930.61	28.96%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
<b>Capital</b>		<b>\$ 304,913.86</b>	<b>\$ 126,177.06</b>	<b>\$ 1,179,014.06</b>	<b>\$ 3,106,998.00</b>	<b>\$ 1,927,983.94</b>	<b>37.95%</b>

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,700,468.38	\$ 550,021.32	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 2,800,000.00	Comstock/Elacora Mission Oaks		\$ 1,396,018.48	\$ 1,253,190.52	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
<b>Total</b>	<b>\$ 7,311,114.95</b>	<b>\$ 6,400,589.70</b>			<b>\$ 4,181,238.69</b>	<b>\$ 3,368,759.27</b>	

**General Ledger**  
**Fund 40 Park Impact Fee Fund**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Park Impact Fees	5450	\$ (165,205.80)	\$ -	\$ (165,364.20)	\$ -	\$ 165,364.20	0.00%
<b>Revenue</b>		<b>\$ 165,205.80</b>	<b>\$ -</b>	<b>\$ 165,364.20</b>	<b>\$ -</b>	<b>\$ (165,364.20)</b>	<b>0.00%</b>

**General Ledger**  
**Fund 50 CDBG - Food Share**  
**December 2021 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
CDBG - Food Share	5577	\$ -	\$ -	\$ -	\$ (42,428.33)	\$ (42,428.33)	0.00%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,428.33</b>	<b>\$ 42,428.33</b>	<b>0.00%</b>
<b>Personnel</b>							
Full Time Salaries	6100	\$ 2,402.96		\$ 8,550.09	\$ -	\$ 8,550.09	0.00%
Retirement	6120	\$ 183.83		\$ 1,080.09	\$ -	\$ 1,080.09	0.00%
Employee Insurance	6130	\$ -		\$ 58.44	\$ -	\$ 58.44	0.00%
Workers Compensation	6140	\$ 55.51		\$ 197.50	\$ -	\$ 197.50	0.00%
<b>Personnel</b>		<b>\$ 2,642.30</b>	<b>\$ -</b>	<b>\$ 9,886.12</b>	<b>\$ -</b>	<b>\$ 9,886.12</b>	<b>0.00%</b>
<b>Services and Supplies</b>							
Office Supplies	6910	\$ -	\$ -	\$ 321.96	\$ -	\$ (321.96)	0.00%
<b>Expense</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 321.96</b>	<b>\$ -</b>	<b>\$ (321.96)</b>	<b>0.00%</b>

<b>Revenue Budget</b>	<b>\$ 42,428.33</b>
<b>Expense Total</b>	<b>\$ 10,208.08</b>
<b>Percent of Revenue</b>	<b>24.1%</b>

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

**TO: BOARD OF DIRECTORS**

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

**DATE: February 3, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 698 DIRECTING SCI CONSULTING GROUP TO PREPARE THE FY 2022-2023 ENGINEER'S REPORT FOR THE ASSESSMENT DISTRICT**

**SUMMARY**

Every fiscal year staff brings a report and resolution asking the Board to adopt the resolution directing SCI Consulting Group to prepare the upcoming fiscal year's Engineer's Report. The purpose of this Engineer's Report is to establish the budget for the services that would be funded by the FY 2022-2023 Assessment.

**BACKGROUND**

SCI Consulting Group was retained in 2001 by the District to prepare and file a report. The report includes an estimate of costs, a diagram for the assessment district and an assessment to cover the estimated costs of the improvements pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIIID of the California Constitution. The Assessment District was formed to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demands placed on the parks system.

**ANALYSIS**

The Engineer's Report is prepared annually to establish the budget for the services that would be funded by the proposed fiscal year. The FY 2022-2023 projects will determine the benefits received from the park maintenance and improvements by property within the park district and the method of assessment apportionment to lots and parcels within the park district. Specifically, the Engineer's Report with input from District staff will reflect the projects, staffing and funding allocation for the upcoming fiscal year. The Board will then review the proposed report and budget.

**FISCAL IMPACT**

The FY 2022-2023 special assessment funds will be dedicated to a portion of the debt service for the Certificates of Participation (COP) sold as the funding source for the Pleasant Valley Fields Sports Complex, staffing expenses, landscape maintenance program for all parks, and miscellaneous park projects.

**RECOMMENDATION**

It is recommended the Board adopt Resolution No. 698 directing SCI Consulting Group to prepare the FY 2022-2023 Engineer's Report.

**ATTACHMENT**

- 1) Resolution No. 698 (2 pages)

**RESOLUTION NO. 698**

**A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT  
FOR FISCAL YEAR 2022-2023 FOR THE  
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT  
FOR THE  
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Pleasant Valley Recreation and Park District (the "District"), County of Ventura, State of California, that

1. On April 4<sup>th</sup>, 2001 by its Resolution No. 356 this Board ordered the formation of a landscaping and lighting district pursuant to Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

2. The purpose of the landscaping and lighting district shall be for the installation, maintenance and servicing of improvements to the Pleasant Valley Recreation and Park District described in Section 3 below.

3. The landscaping and lighting district has been given the distinctive designation of the "Park Maintenance and Recreation Improvement District", which landscaping and lighting district is primarily described as all of the lands within the current boundaries of the Pleasant Valley Recreation and Park District.

4. Within the landscaping and lighting district, the existing and proposed improvements to be undertaken by the Park Maintenance and Recreation Improvement District are described as installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, and trails, as applicable, for property owned or maintained by the Pleasant Valley Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning,

sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Board for submission to the Board.

**PASSED AND ADOPTED** this 3rd day of February 2022 by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

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ROBERT KELLEY, CHAIR  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

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BEV DRANSFELDT, SECRETARY  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

**TO: BOARD OF DIRECTORS**

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

**DATE: February 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF INTERNET  
AND VoIP SERVICES PROVIDER REQUEST FOR  
PROPOSALS**

**Summary**

Pleasant Valley Recreation and Park District has been provided with internet and voice-over-IP (VoIP) services from Advantage Telecom for the past three years. The current contract is approaching its expiration date in July 2022 leading the District to initiate the Request for Proposal process.

**BACKGROUND**

In 2016, the District entered into a contract for internet and VoIP with our current provider Advantage Telecom at three District sites: Burnley, Skyway, and Temple locations. This brought with it a new phone system that was able to be centrally managed and provided the District with different internet service providers (ISPs) depending on price and available bandwidth per location.

On July 3, 2019, the District renewed its contract with Advantage Telecom for an additional 3-year term without going to RFP. At this time the District was approached by another internet and VoIP wholesaler/provider and upon discussion regarding the District's current prices, the party declined to offer their services, as they were unable to match the District's current contract. As the current contract had yet to expire, the District had the option to continue the contract as is without needing to obtain additional quotes or proposals. Additionally, the contract was set to auto-renew after three years with the option to cancel at any time. Furthermore, through a change-order process, the District is allowed to request changes in services without needing to agree to a new contract.

The primary reason for the competitive prices that the District is receiving is the rental agreement the District approved for a small portion of rooftop. Advantage Telecom uses this area for a high-gain radio which provides internet services to one of their clients located across Carmen Dr. from the Community Center. This agreement provides the District with a discount of \$215 per month on its internet services at the Community Center site. This discount is not tied to any specific level of service, which means that if the District opts for a higher level of service in the future, the discount will remain a \$215 value.

Advantage Telecom stopped using the high-gain radio on top of the District office in November 2021 as their current needs changed. However, Advantage requested that the District continue to allow them to keep the equipment in place for future possible usage. The \$215 monthly discount will remain in effect.

## **ANALYSIS**

To meet the District telephone and internet needs, this RFP seeks to secure a service provider who can match or exceed our current internet and VoIP systems in a fiscally responsible way.

### **Provide high speed internet at Pleasant Valley Recreation & Park District facilities:**

- District Office and Community Center Campus: 1605 E. Burnley Street, Camarillo, CA 93010
- Pleasant Valley Aquatics Facility: 1030 Temple Ave, Camarillo, CA 93010
- Park Operations: 480 Skyway, Camarillo, CA 93010
- Shop and Yard: 380 Skyway, Camarillo, CA 93010

### **Provide VoIP and Fax at Pleasant Valley Recreation & Park District facilities:**

- District Office and Community Center Campus: 1605 E. Burnley Street, Camarillo, CA 93010
- Pleasant Valley Aquatics Facility: 1030 Temple Ave, Camarillo, CA 93010
- Park Operations: 480 Skyway, Camarillo, CA 93010
- Shop and Yard: 380 Skyway, Camarillo, CA 93010

The District is currently utilizing YeaLink T46G IP Phone system. The District is currently satisfied with the system and is seeking either the same phone system, comparable or better.

- 39 Users
  - 28 Registered Devices
  - 45 Total Devices
  - 2 Auto Attendants
  - 1 Call Queues
  - 0 Conferences
  - 45 Phone Numbers
- 
- Traditional Fax lines are used in some offices/locations and should be included in the proposal.
  - These project specifications may not include all necessary details required for a true proposal, and a site visit is strongly recommended.
  - Cost Savings Analysis is preferred, but not a requirement of the proposal.
  - Vendor shall provide warranty information for all components of installed materials & project.
  - Total Project Cost shall include all products, items, & equipment necessary for project completion, including associated travel costs & labor.

The RFP will open on February 7, 2022 and close on March 4, 2022 at 2:00 p.m.

## **FISCAL IMPACT**

There is no fiscal impact associated with this action, however, upon selection of a vendor, the District will be obligated to remit payment monthly in accordance with their contract.

## **STRATEGIC PLAN COMPLIANCE**

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



**RECOMMENDATION**

It is recommended that the Board of Directors approve the Request for Proposals (RFP) for Internet and VoIP Services Provider required to improve the quality of the District's contract agreement in this area as well as improve District staff efficiency and security.

**ATTACHMENTS**

- 1) RFP (12 pages)

# REQUEST FOR PROPOSAL

## INTERNET AND VoIP SERVICES PROVIDER



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

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

**RFP responses are to be received until March 4, 2022 at 2:00 p.m.**

# Contents

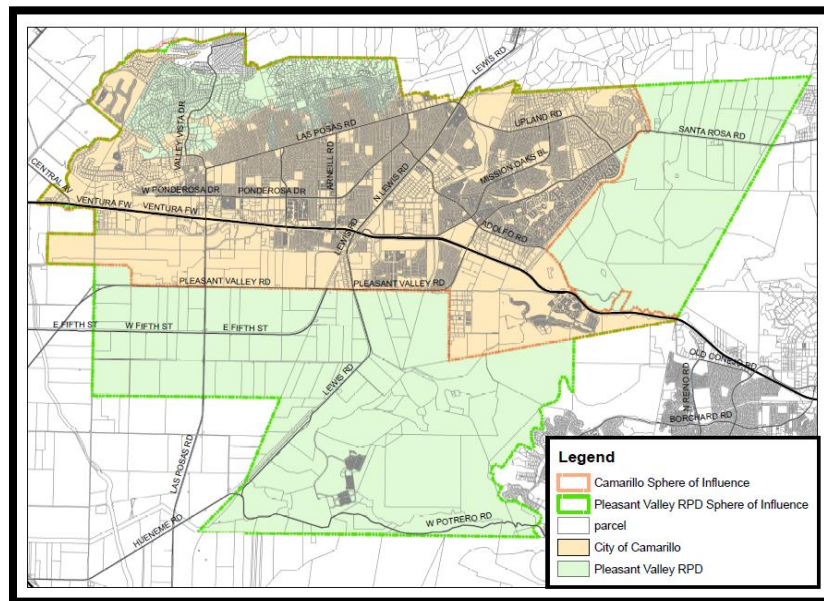
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## Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) from qualified consulting firms to submit a proposal for Internet and VoIP Services.

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the wider Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District encompasses the City of Camarillo (“City”) and surrounding areas, serves a population of over 70,000, and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 60 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis courts, a running track, walking paths, premier soccer fields, hiking trails, a nature center, picnic pavilions, children’s play equipment, and barbecue areas.

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



## Project Goal

The intent in soliciting proposals is to provide the District with high-speed internet and VoIP services.

## Project Scope

### **Provide high speed internet at Pleasant Valley Recreation & Park District facilities:**

- District Office and Community Center Campus: 1605 E Burnley Street, Camarillo, CA 93010
- Pleasant Valley Aquatics Facility: 1030 Temple Ave, Camarillo, CA 93010
- Park Operations: 480 Skyway, Camarillo, CA 93010
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### **Provide VoIP and Fax at Pleasant Valley Recreation & Park District facilities:**

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  - These project specifications may not include all necessary details required for a true proposal, and a site visit is strongly recommended.
  - Cost Savings Analysis is preferred, but not a requirement of the proposal.
  - Vendor shall provide warranty information for all components of installed materials & project.
  - Total Project Cost shall include all products, items, & equipment necessary for project completion, including associated travel costs, & labor.

District staff intends to work closely with the selected consultant throughout this process to refine the scope of work as is appropriate to complete the objectives of the assessment.

## Proposal Submittal Requirements

1. Questions: Inquiries concerning the RFP should be addressed on or before 2:00 p.m. February 21 to:

**Dylan Gunning, Administrative Analyst at [dgunning@pvrpd.org](mailto:dgunning@pvrpd.org)**

Proposal Submission: This Request for Proposals (RFP) cannot identify each specific task required to successfully implement this project. The District relies on the experience, professionalism, and competence of the proposing firm to be knowledgeable of the general areas identified in the project description and of professional expectations for this sort of work. This includes but is not limited to required tasks and subtasks, personnel commitments, work hours, direct and indirect costs, etc. to complete the tasks and subtasks.

*Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the consultant's lack of cost consciousness. Elaborate artwork, expensive paper, and expensive visual and other presentations are neither necessary nor desired.*

2. Four (4) copies of the proposal, plus an electronic version must be submitted containing the following elements:
  - Cover letter
  - Previous project history, including the firm's specific role in the project. Include key personnel that worked on each project listed for the firm. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
  - A brief narrative that indicates the management structure of the firm, tenure of management, and ownership of the firm.
  - The resumes of professional personnel who will be working on this project and their specific responsibilities. The firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The District must approve changes to key personnel committed to work on the project subsequent to award of contract.
  - A narrative briefly describing the proposed approach, using general descriptions for the activities and how this approach will ensure

timely completion of the project. Also, supply a workflow diagram with performance milestones and relative time frames for completion.

- A summary and description of the methodologies that will be utilized to accomplish the overall goal of this project.
- A client reference list from previous projects of similar scope and magnitude. The list should include key personnel, contact information, and their position within the agency.
- A hyperlink or hardcopy of similar projects completed by the firm.
- An itemized cost proposal for each task and subtask with a schedule of the firm's hourly rate. This must be included in a separate sealed envelope.
- A disclosure of all personal, professional, or financial relationships with any officer or employee of the District.
- Completion of Attachment A & Attachment B.

Failure to comply with the terms of this provision may disqualify any proposal. Late submissions after the deadline will not be accepted. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

## Firm Selection Process

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete, or contains irregularities. The District may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract. The District will evaluate all proposals and may elect to set up interviews to help identify the most qualified firm. The proposals will be evaluated on a variety of factors including but not limited to:

### **Past Performance Record**

Experience in work of similar complexity and scale. Efficiency and timeliness in completion of projects. Experience in projects completed for public entities.

### **Staffing Capabilities / Technical Competence**

Familiarity with applicable codes and regulations. Training and proven expertise in the area of work required.

### **Approach to Work**

Methodology to be implemented to address and coordinate the various elements within

the project.

**Quality Control**

Demonstrated ability to provide professional-level deliverables, accurate and qualified research and narrative writing style that meets professional and District standards.

**Ease of Use**

Final report shall contain enough technical detail to satisfy District staff, but also contain summaries and figures that will easily communicate its message to elected officials and the public.

**Creativity**

The District recognizes the complexity of this project and encourages the creativity in firms to accomplish the overall goal of this project.

**References**

The District will contact the references of the top proposals and will use that information in the evaluation and selection process.

**Fee**

Fees charged in the proposal will be considered along with other proposal evaluation factors.

**Right to Reject**

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



## Project Schedule

RFP Schedule		Date/Time
1	District Issues RFP	<b>February 7, 2022</b>
2	Deadline for Written Questions	<b>February 21, 2022</b>
3	District Issues Responses to Written Questions	<b>February 24, 2022</b>
4	Deadline for Submitting a Proposal	<b>March 4, 2022 @ 2pm</b>
5	Short-list Vendor Interviews and Presentations	<b>March 14 -28, 2022</b>
7	Contract Negotiations	<b>April - May 2022</b>
8	Project Start Date	<b>July 2022</b>

## Additional Information

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

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

# Attachment A

*[PROVIDER's completing the RFP must fill out this section.]*

## RFP Response Form: Corporate Information

Please provide the following information about your company.

<b>1.0 Company Profile</b>		
<b>1.1</b>	Company Name	
<b>1.2</b>	Company Address	
<b>1.3</b>	Contact Information (Party responsible for responding to this RFP)	
<b>1.4</b>	Company Webpage	
<b>1.5</b>	Main Products / Services	
<b>1.6</b>	Main Market / Customers	
<b>1.7</b>	Number of Years in the Market	
<b>1.8</b>	When did you first start providing similar solutions?	
<b>1.9</b>	Company location(s)	
<b>1.10</b>	Number of Employees	
<b>1.11</b>	Number of Employees in Account Management	
<b>1.12</b>	Number of Employees in Technical Support	
<b>1.13</b>	Key Business Partnerships	

# Attachment B

*[PROVIDER completing the RFP must fill out this section.]*

## RFP Response Form: Technical Questions

Please provide responses to the questions below to the best of your ability.

<b>1.0 General</b>	
<b>1.1</b>	<b>Q. What are the general types of organizations your clients represent?</b> A.
<b>1.2</b>	<b>Q. Why do you believe that you are a good fit for our organization?</b> A.
<b>1.3</b>	<b>Q. Describe your onboarding/implementation process and approach if you were selected?</b> A.
<b>1.4</b>	<b>Q. What do you feel your overall strengths and differentiators are?</b> A.
<b>1.5</b>	<b>Q. Do you serve clients with 24 X 7 requirements?</b> A.
<b>1.6</b>	<b>Q. What type of training do you offer either during onboarding or ongoing?</b> A.
<b>1.7</b>	<b>Q. What training resources are available for team members?</b> A.

<b>2.0 Processes</b>	
<b>2.1</b>	<b>Q. Do you use in-house or contracted resources for services?</b> A.
<b>2.2</b>	<b>Q. Describe your process for migrating the District to your organization.</b> A.
<b>2.3</b>	<b>Q. What District resources would you require (i.e., information, data, staff resources, communication) during initial migration and on an ongoing basis?</b> A.
<b>2.4</b>	<b>Q. Outline the methods by which clients can access you (i.e. online, by phone, etc.).</b> A.

2.5	<b>Q. Describe the escalation and account management process.</b> A.
2.6	<b>Q. Where is/are your support center(s) located?</b> A.
2.7	<b>Q. How do you notify users of maintenance windows or system outages?</b> A.

#### 4.0 Support

4.1	<b>Q. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.</b> A.
4.2	<b>Q. Please provide details on your standard reporting capabilities.</b> A.
4.3	<b>Q. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end-user perspective.</b> A.
4.4	<b>Q. What options are available for user training and technical training that may be required by staff?</b> A.
4.5	<b>Q. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might PVRPD benefit from this process?</b> A.
4.6	<b>Q. PVRPD's user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.</b> A.

#### 5.0 Pricing & Contracts

5.1	<b>Please attach cost estimates and worksheets to support estimates. Itemize non-recurring and recurring costs. Recurring costs should be quoted as per user per month costs. Other pricing models may be provided as an option.</b>
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## 6.0 References

6.1 Please provide at least three references for customers with similar operations to the proposed solution. Include contact names, phone numbers, email addresses and industry.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: February 3, 2022**

**SUBJECT: AMEND AND RESTATE 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**

**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. At the October 2021 District Board meeting, the Board approved the Memorandum of Understanding for the Construction and Use of a Trash Enclosure at Bob Kildee Park. As part of the City of Camarillo conditions, the Boys & Girls Club had to submit a written agreement to the City with a requirement to meet terms acceptable to the City Attorney.

**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 the changes from the previous Memorandum of Understanding agreement to satisfy the City's conditions:

1. Legal Descriptions. Exhibit A and Exhibit C legally describe each property.
2. Term. Subsection D was added which states BGCC shall notify the City if this Agreement expires or terminates.
3. Agreement must be Recorded. This portion of the agreement is necessary to ensure compliance with the City of Camarillo's condition of approval, which require trash enclosure use, access, and maintenance as a condition of the use.

## **FISCAL IMPACT**

There is no fiscal impact associated with this action.

## **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.

## **RECOMMENDATION**

It is recommended the Board of Directors amend and restate the 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.

## **ATTACHMENTS**

- 1) Trash Enclosure Agreement (18 pages)
- 2) Trash Enclosure Agreement – Redline (18 pages)
- 3) 1995 District Letter (1 page)
- 4) City Condition #119 (1 page)
- 5) Trash Enclosure Design (4 pages)

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

APN 166-0-020-335, 166-0-020-415 & 166-0-265-015  
APN 166-0-020-325

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**AMENDED AND RESTATED 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 **Amended and Restated Memorandum Of Understanding (MOU) regarding the construction and use of a SHARED TRASH ENCLOSURE STRUCTURE** ("MOU") is entered into this \_\_\_ day of, February, 2022 ("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 (previously known as Boys and Girls Club of Camarillo, Inc.) ("BGCC"), located at 1500 Temple Avenue, Camarillo, CA. 93010. The District and BGCC are collectively referred to here as the "Parties". This MOU supersedes and replaces the October 6, 2021 MOU between the parties on this matter.

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 property owned by District (Assessor's Parcel Number 166-0-020-325) is legally described on Exhibit "A" and depicted on Exhibit "A-1" ("District Property").

B. The BGCC owns property as legally described on Exhibit "C" ("BGCC Property") and depicted on Exhibit "C-1", 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.

C. 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".



D. To satisfy City of Camarillo Condition of approval number 119 of SUP-9M(3), BGCC enters into this agreement and 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".

E. 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 Boys 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.

D. Notice to the City. BGCC shall notify the City if this Agreement expires or terminates.

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 cause 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 by 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@pvrrpd.org](mailto:motten@pvrrpd.org)

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

**Legal Description of District Property**

That certain real property in the City of Camarillo, County of Ventura, State of California legally described as follows:

Parcel A, in the City of Camarillo, County of Ventura, State of California, as shown on a map filed in Book 19, page(s) 84 of Parcel Maps, in the office of the County Recorder of said County, together with that portion of Temple Avenue, as described in the deed recorded October 7, 1968 in Book 3378, page 301 of Official Records lying Southerly of the Southwesterly prolongation of the Northwesterly line of said Parcel A.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and other minerals lying below a depth of 500 feet, with no rights of surface entry in said property.

Lot 112, of tract 2763-1, in the city of Camarillo, as per map recorded in book 76, pages 79, inclusive of miscellaneous records, in the office of the County Recorder of said county.



**EXHIBIT "A-1"**



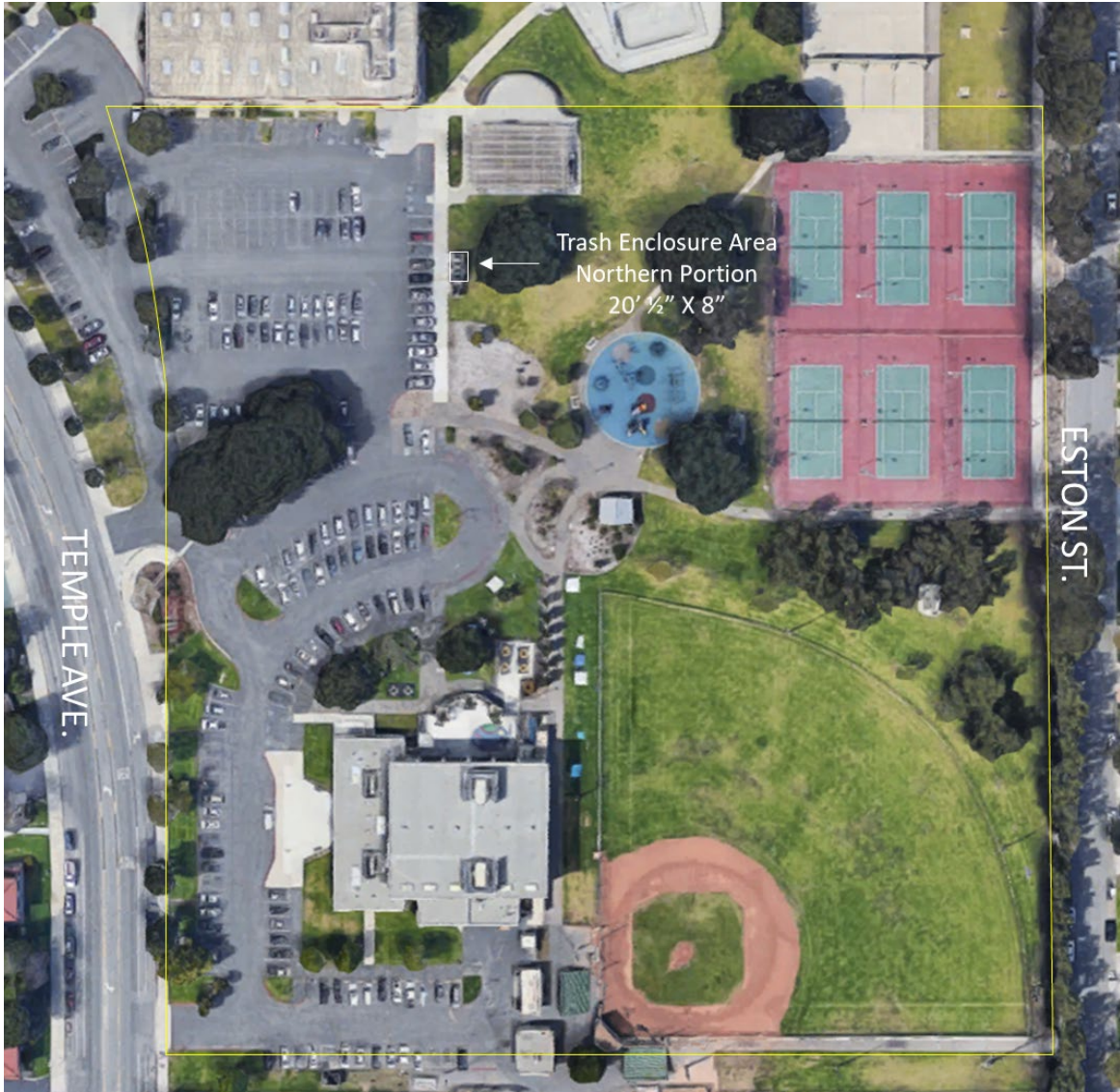
Assessor Parcel  
Number:  
a. 166-0-020-20

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



**EXHIBIT "B"**

**Depiction of Trash Enclosure Location**

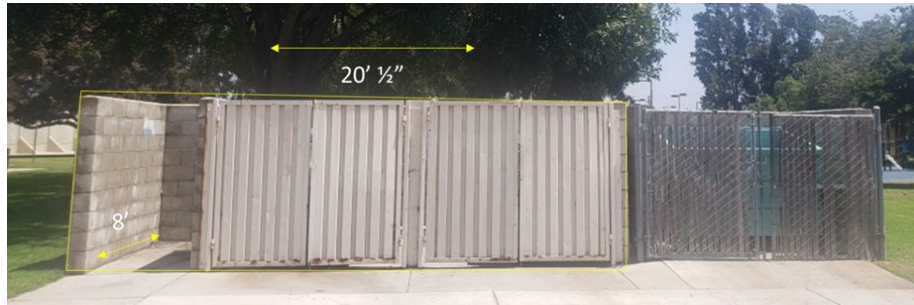


Assessor Parcel  
Number:  
a. 166-0-020-20

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







**EXHIBIT "C"**

**Legal Description of BGCC Property**

That certain real property in the City of Camarillo, County of Ventura, State of California legally described as follows:

That portion of the east half of the northeast quarter of Section 25, Township 2 North, Range 21 West, San Bernardino meridian, in the county of Ventura, state of California, according to the official plat of said land filed in the District Land Office on July 10, 1873, described as follows:

Beginning on the easterly line of land described in deed to Constance F. Pearson recorded in book 259, page 438 of Official Records at the northeasterly corner of land described in deed to Pleasant Valley School District of Ventura County, California, recorded in book 1892, page 354 of Official Records, thence along the northerly boundary of said land of Pleasant Valley School District,

1<sup>st</sup>: - North 89° 59' 19" West 661.58 feet to the westerly line of said land of Pearson, thence along said westerly line,

2<sup>nd</sup>: - North 0° 06' 28" East 658.61 feet, thence,

3<sup>rd</sup>: - South 89° 59' 19" East 661.21 feet to the easterly line of said land of Pearson, thence along said easterly line,

4<sup>th</sup>: - South 0° 04' 33" West 658.61 feet to the point of beginning.

**EXHIBIT "C-1"**

**Depiction of BGCC Property**



Assessor Parcel Number:

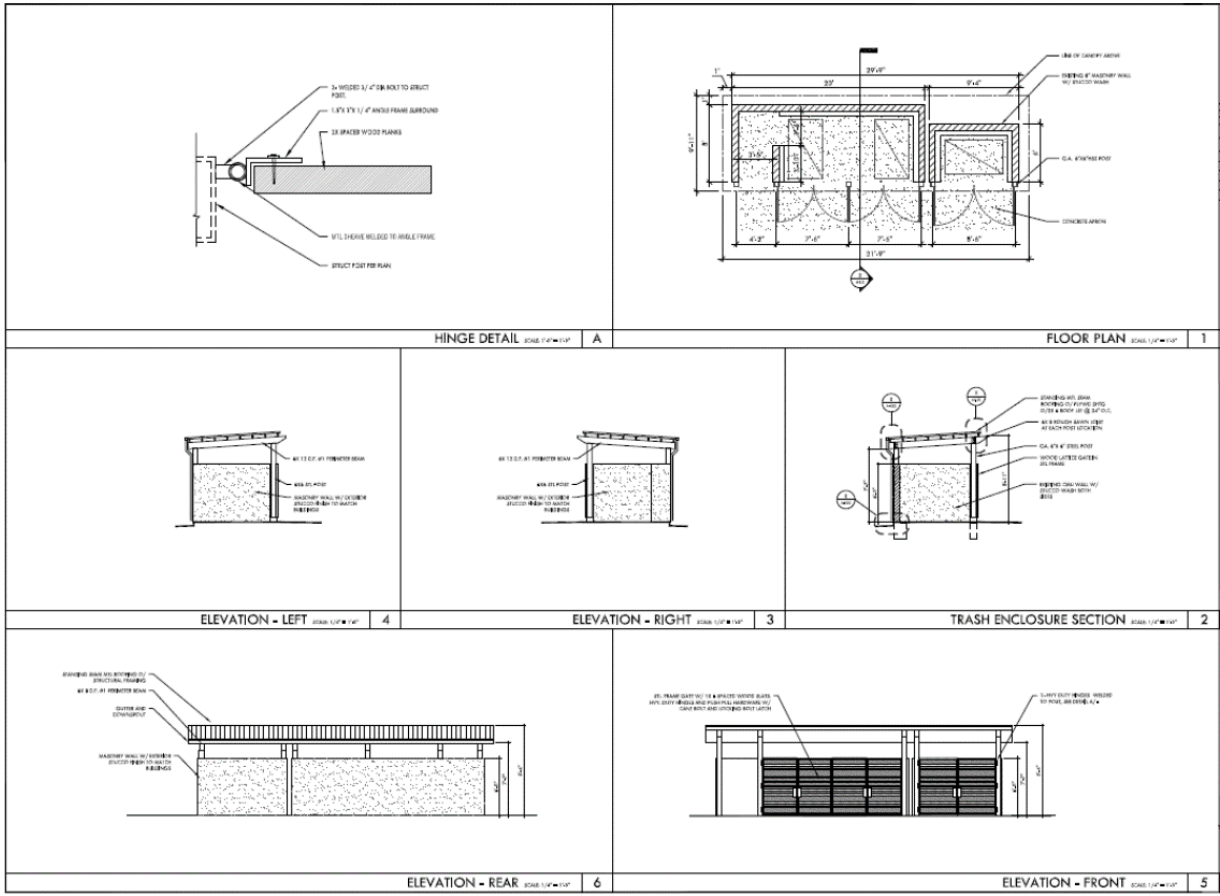
- b. 166-0-265-015
- c. 166-0-020-415
- d. 166-0-020-335

**Boys & Girls Club of Camarillo**

1500 Temple Avenue  
Camarillo, CA. 93010



# 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.

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:





**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

APN 166-0-020-335, 166-0-020-415 & 166-0-265-015  
APN 166-0-020-325

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**AMENDED AND RESTATED 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 **Amended and Restated Memorandum Of Understanding (MOU)** regarding the **construction and use of a SHARED TRASH ENCLOSURE STRUCTURE** (“MOU”) is entered into this \_\_\_\_ day of, February, 2022 (“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 (previously known as Boys and Girls Club of Camarillo, Inc.) (“BGCC”), located at 1500 Temple Avenue, Camarillo, CA. 93010. The District and BGCC are collectively referred to here as the “Parties”. This MOU supersedes and replaces the October 6, 2021 MOU between the parties on this matter.

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 property owned by District (Assessor's Parcel Number 166-0-020-325) is legally described on Exhibit "A" and depicted on Exhibit "A-1" ("District Property").

A.B. The BGCC owns property as legally described on Exhibit "C" ("BGCC Property") adjacent to the District Parcel (and depicted on Exhibit A), "C-1", 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.C. 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.D. To satisfy City of Camarillo Condition of approval number 119 of SUP-6M(3), BGCC enters into this agreement and 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.E. 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.

D. Notice to the City. BGCC shall notify the City if this Agreement expires or terminates.

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 cause 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](mailto: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"**

**Legal Description of BGCC District Property**

That certain real property in the City of Camarillo, County of Ventura, State of California legally described as follows:

Parcel A, in the City of Camarillo, County of Ventura, State of California, as shown on a map filed in Book 19, page(s) 84 of Parcel Maps, in the office of the County Recorder of said County, together with that portion of Temple Avenue, as described in the deed recorded October 7, 1968 in Book 3378, page 301 of Official Records lying Southerly of the Southwesterly prolongation of the Northwesterly line of said Parcel A.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and other minerals lying below a dept of 500 feet, with no rights of surface entry in said property.

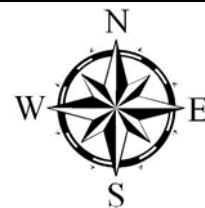
Lot 112, of tract 2763-1, in the city of Camarillo, as per map recorded in book 76, pages 79, inclusive of miscellaneous records, in the office of the County Recorder of said county.

EXHIBIT "A-1"



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

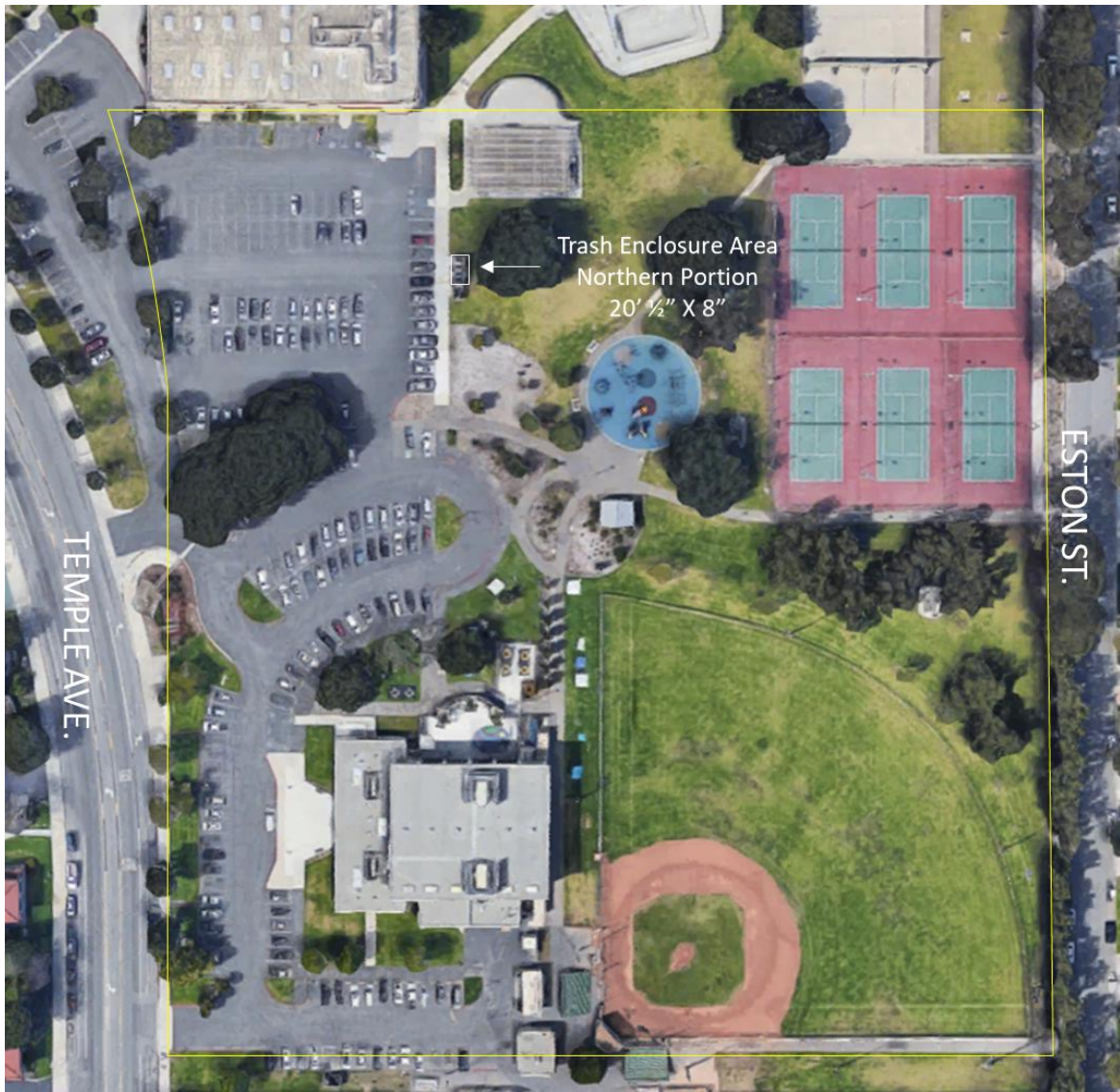
Pleasant Valley  
Park/Bob Kildee Park  
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Community Park  
Pleasant Valley Recreation & Park  
District





**EXHIBIT "B"**

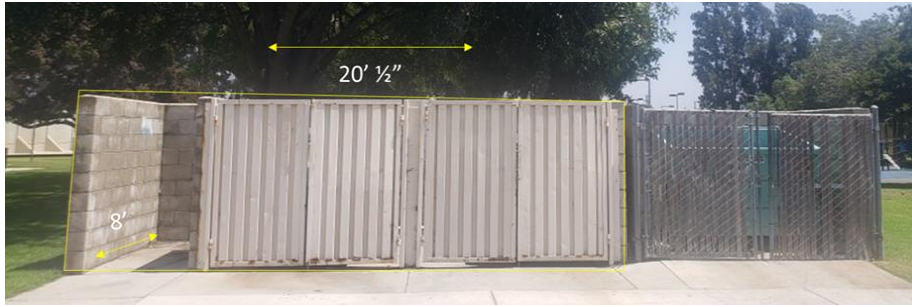
**Depiction of Trash Enclosure Location**



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

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





**EXHIBIT "C"**

**Legal Description of BGCC Property**

That certain real property in the City of Camarillo, County of Ventura, State of California legally described as follows:

That portion of the east half of the northeast quarter of Section 25, Township 2 North, Range 21 West, San Bernardino meridian, in the county of Ventura, state of California, according to the official plat of said land filed in the District Land Office on July 10, 1873, described as follows:

Beginning on the easterly line of land described in deed to Constance F. Pearson recorded in book 259, page 438 of Official Records at the northeasterly corner of land described in deed to Pleasant Valley School District of Ventura County, California, recorded in book 1892, page 354 of Official Records, thence along the northerly boundary of said land of Pleasant Valley School District,

1<sup>st</sup>: - North 89° 59' 19" West 661.58 feet to the westerly line of said land of Pearson, thence along said westerly line,

2<sup>nd</sup>: - North 0° 06' 28" East 658.61 feet, thence,

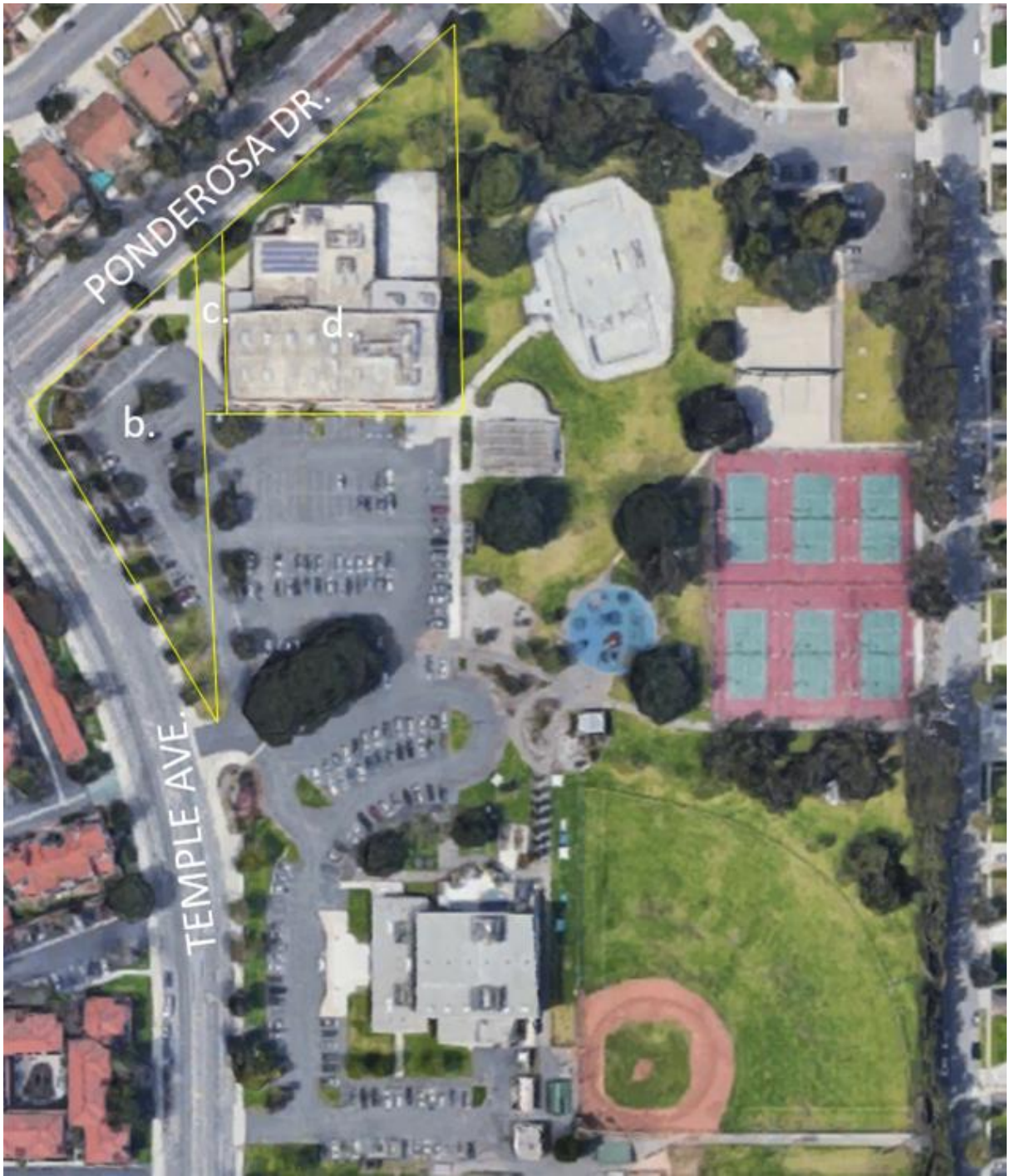
3<sup>rd</sup>: - South 89° 59' 19" East 661.21 feet to the easterly line of said land of Pearson, thence along said easterly line,

4<sup>th</sup>: - South 0° 04' 33" West 658.61 feet to the point of beginning.



EXHIBIT "C-1"

Depiction of BGCC Property



Assessor Parcel Number:

- b. 166-0-265-015
- c. 166-0-020-415
- d. 166-0-020-335

**Boys & Girls Club of Camarillo**

1500 Temple Avenue  
Camarillo, CA. 93010





## **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.

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

STATE OF CALIFORNIA \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

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

STATE OF CALIFORNIA \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:



# 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

- 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.

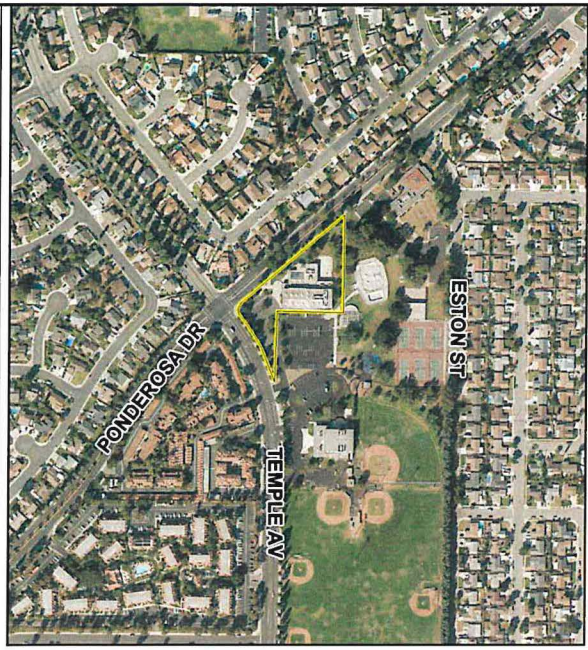
**SECURITY REQUIREMENTS**

- 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

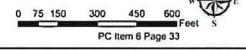




**SUP-9M(3), BOYS & GIRLS CLUB OF CAMARILLO**  
 1500 TEMPLE AVENUE  
 APN: 166-0-265-015



City of Camarillo  
 Department of Community Development  
 10/19/2020



**City of Camarillo**  
 Department of Community Development  
 805.388.5360 | 805.388.5388 fax

**NOTICE OF PUBLIC HEARING**

The City of Camarillo Planning Commission will conduct a public hearing on Tuesday, November 10, 2020 at 7:30 p.m. via Zoom, on the following agenda item:

**SUP-9M(3) Boys and Girls Club Expansion**

The applicant is requesting approval of a Special Use Permit modification (SUP-9M(3)) for a 6,330-square-foot expansion to the existing Boys & Girls Club facility, located at 1500 Temple Avenue, within the Single-Family Residential (R-1) Zone. The expansion includes a 6,062-square-foot addition within the footprint of the existing basketball court located on the north side of the facility, and a 268-square-foot addition to the main entry located on the west side of the facility. The project includes architectural updates to the existing facility and outdoor hard-scape improvements.

The project was reviewed in accordance with the California Environmental Quality Act (CEQA) and the State CEQA guidelines, as well as the City's environmental guidelines, and was determined to be categorically exempt from the provisions of CEQA under Class 1, Existing Facilities (CEQA Guidelines Section 15301), because the proposed additions to existing structure will not result in an increase of more than 10,000 square feet, the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan, and the area in which the project is located is not environmentally sensitive. Therefore, no additional review is necessary.

The Planning Commission may make recommendations or other adjustments deemed to be appropriate or propose conditions to the application. Any person interested in this matter is invited to attend and present testimony either for or against the proposed application. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Planning Commission at or prior to the public hearing.

For further information regarding this application, you may contact the City of Camarillo, Department of Community Development and speak with the case planner, Okanaa Buck, at 805.388.5367 or via email at obuck@cityofcamarillo.org. You may also review copies of the application materials on the City's website at www.cityofcamarillo.org/planningcommission or at the Community Development Department, City Hall, 601 Caman Drive, Camarillo, California, prior to the Planning Commission meeting.

Because the public hearing is held while the Ventura County Public Health Officer's Stay Well at Home Order is still in place, the chambers will be closed to the public. Please check the Agenda on the City's website for instructions on how you can participate in the hearing or contact the Department of Community Development at 805.388.5360, or by email at planning@cityofcamarillo.org.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 805.388.5316. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure participation in this meeting. (28 CFR 35.102-35.104 ADA Title II.)

Para asistencia en español, por favor de contactar el Departamento de Desarrollo Comunitario y comunicarse con Monique Martinez at 805.388.5360.

Joseph R. Vacca,  
 Planning Commission Secretary

601 Caman Drive | Camarillo | CA | 93010

PC Item 6 Page 34

- 73. That the Developer, or his representative, must contact the Department of Public Works/Engineering and the Department of Community Development.
- 74. That unless the use is inaugurated, or the construction of the structure is commenced and diligently pursued not later than twelve (12) months from the date this permit is granted, this permit will automatically expire on that date. However, if there have been no changes in the proposed plot plan or adjacent area, the Director of Community Development may grant additional time extensions for use inauguration.
- 75. That the final colors, textures, and materials be submitted for approval by the Director of Community Development prior to issuance of the zone clearance.
- 76. All exterior light fixtures and location be approved by the Director of Community Development. On-site lighting must be shielded and directed from adjoining properties, so as to produce no annoyance or nuisance or traffic hazard. That a photometric lighting plan be submitted for review and approval by the Director of Community Development prior to issuance of a zone clearance.
- 77. All exterior mechanical equipment must be shown on plans and screened by appropriately designed treatment approved by the Director of Community Development.
- 78. The Director of Community Development may approve minor changes, but any substantial change must require the filing of a modification application to be considered by the Planning Commission.
- 79. The Department of Community Development must be notified of any transfer of the use to another similar user.
- 80. Additions, changes, exterior modifications, rooftop equipment, storage, or equipment enclosures may be built only after receiving Department of Community Development approval and appropriate permits.
- 81. That the developer submit a Zone Clearance for review and approval by the Departments of Community Development and Public Works for any temporary construction trailer and temporary power poles.
- 82. All temporary and permanent signage must be submitted under a sign permit for review and approval by the Department of Community Development prior to issuance of a building permit. All signage must comply with the requirements of the Camarillo Municipal Code.
- 83. Applicant agrees, as a condition of issuing this permit, to pay all legal and expert fees and expenses of the City in defending any legal action brought against the City, other than one by the applicant, challenging the issuance of the permit, or any action or failure to act by the City relating to the environmental review process pursuant to the California Environmental Quality Act. In the event such a legal action is filed against the City, City must estimate its expenses for the litigation, and applicant must deposit said amount with the City, or enter into an agreement with the City, to pay such expenses, as they become due.
- 84. Developer/Applicant must reimburse the City for all attorneys' fees expended by the City, which are directly related to the processing of this development/project. No Certificate of Occupancy or other final occupancy approval must be given until the attorneys' fees billed to date have been paid.
- 85. There must be no outdoor storage, sales, or displays in accordance with the Single-Family Residential (R-1) Zone.
- 86. The project must comply with the requirements of the Single-Family Residential (R-1) Zone.
- 87. 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.
- 88. That handicapped ramps and parking spaces be provided to serve all buildings with required signage and blue markings.
- 89. 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.
- 90. **SECURITY REQUIREMENTS**
- 91. 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.
- 92. 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.
- 93. 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.
- 94. **SPECIAL**
- 95. 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.
- 96. 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.
- 97. The owners must sign all necessary documents for conditions that are required to be recorded and run with the land.
- 98. 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.
- 99. 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 and disbursements (collectively, "Claims"), which the City may suffer or incur, or to which the City may become subject by reason of, or arising out of, the City's approval of this project, or the activities undertaken by the Developer under this permit and any related project approvals. If any Claim is brought against the City by legal action or otherwise, Developer agrees to defend the City at the City's request and with counsel satisfactory to the City. For the purposes of this section, "City" includes the City of Camarillo's officials, officers, employees, and agents.

IN F:\Department\Community Development\920421\000427 - 312 Design Draw\Conditions.docx  
 Last printed November 4, 2020 2:27 PM

- 73. That the Developer, or his representative, must contact the Department of Public Works for an inspection for final approval of any landscaping within the parkway of the city right-of-way by contacting the City Landscape Inspector (805.388.5338) at least 48 hours prior to the inspection.
- 74. That prior to final inspection, the Developer must submit written certification from the Landscape Architect that the landscaping has been completed in accordance with the approved plans and specifications.
- 75. All landscape plan check and inspection fees must be paid at the time of submittal of landscape plan.
- 76. Irrigation must be provided to street trees.
- 77. Driveways and parking areas must be separated from landscape areas by means of concrete curbing a minimum of six inches (6") above the parking area.
- 78. All trees are to be double staked per City Standard S-2 or appropriately supported, as approved by the Director of Community Development.
- 79. **PARKING/ACCESS**
- 80. All private drives less than thirty-two feet (32') in width must be posted "No Parking" with the location of the signs approved by the Assistant Director Public Works/City Engineer and the Director of Community Development.
- 81. All parking spaces must meet City ordinance requirements with handicapped and compact car spaces being signed.
- 82. The applicant must provide sufficient maneuvering space to provide access to the loading areas to be approved by the Director of Community Development and the Assistant Director Public Works/City Engineer. The adjacent accessways will be widened, as necessary, to provide such maneuvering space, so as not to conflict with parking spaces or other loading areas.
- 83. **SCHOOLS**
- 84. The Developer must pay school facilities fees as determined by the school districts and the City prior to building permit issuance in accordance with City and/or State regulations.
- 85. **RECYCLING/REFUSE**
- 86. That the user submit a recycling plan illustrating the programs that will be employed by the individual use.
- 87. In addition to the usual trash receptacles, that space be provided in the trash enclosure for the storage of containers for recycling and organic waste, or a separate enclosure must be provided depending on the amount of recyclable and organic waste material.
- 88. During construction, the developer must divert 65 percent of all non-hazardous construction materials from landfill (CalGreen Building Code Part II of Title 24 California Code of Regulations. Recycling bins must be made available during construction and labeled "Recycling Only," or bins containing mixed material must be sent to a State-approved recycling center or transfer station where the material is to be sorted for proper recycling.
- 89. Prior to issuance of a building permit, the developer must submit a Construction and Demolition Materials Management Plan Estimate to the Building and Safety Division for recycling of waste materials consistent with the aforementioned requirement. The Construction and Demolition Materials Management Plan Estimate must include estimated quantities for each type of material to be diverted or landfilled.
- 90. Prior to final inspection, the developer must submit a Final Report Construction and Demolition Waste Letter of Documentation to the Building and Safety Division, demonstrating compliance with the Construction and Demolition Materials Management Plan Estimate and indicate the total amount of construction and demolition waste diverted.
- 91. Development must include post-consumer recycled materials in the construction of the project with a minimum of five percent (5%) of the total estimated project cost—excluding land costs and grading costs and government fees to be used as the guide. Prior to zone clearance, the Developer must submit a list of material to be used and an indication of the total percentage of the construction cost. Prior to final inspection, the Developer must submit written certification describing compliance with this condition.
- 92. Trash enclosures of a matching masonry material, as used in the building, must be provided with solid-screen gates with overhead trellis and solid roof. Said trash enclosures must be of sufficient size to accommodate the needs of the users and must be constructed in accordance with the Standard Plate S-1, or approved alternate design, to screen the storage of refuse. In addition to the area for trash receptacles, space must be provided for storage/collecton of recyclables and organic waste, or a separate enclosure must be provided, to accommodate the amount of recyclable or organic waste material.
- 93. Trash enclosures must include a lattice structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure itself. All litter/waste material must be kept in leak-proof containers. The area must be paved with impermeable material. No other area must drain onto these areas. The trash enclosure area must not be designed nor constructed with a drain that is connected directly to the storm drain system or the sanitary sewer.
- 94. **NOISE**
- 95. Site preparation and construction activities must be limited to between the hours of 7 a.m. and 7 p.m., and not on Sundays or holidays, in accordance with the City's Noise Ordinance.
- 96. **WATER AND ENERGY CONSERVATION**
- 97. Developer must comply with any water conservation requirements established by Ordinance or otherwise that are in effect at the time of application for building permit.
- 98. Water conservation devices must be installed in the project, including without limitation ultra-low consumption toilets and flow restrictors, in accordance with Camarillo Municipal Code, Chapter 14.12.
- 99. **GENERAL**
- 100. That the applicant must obtain appropriate permits and a zone clearance must be obtained from the City Departments of Community Development, Public Works/Land Development Division, and Building and Safety. Additional information and fees may be required from these departments, including such fees as: school, traffic, police, soils reports, geologic studies, grading plans, utilities, encroachment permit, and building code requirements. The building plans will also be coordinated with other governmental agencies (i.e., fire, water, environmental health, etc.). It is the applicant's responsibility to ensure that all City of Camarillo and interested parties' requirements have been met.
- 101. That the permit is granted for the land, as described in the application, and any attachment thereto, and shown on the plot plan and elevations submitted and labeled as Exhibit "A".
- 102. That the location of all buildings, fences, roadways, parking areas, landscape and other facilities or features must be substantially as shown on the plan labeled, Exhibit "A," and in conformance with the conditions labeled, Exhibit "B".
- 103. The applicant must sign a statement that he is aware and understands and agrees to abide and adhere to all conditions attached to the SUP-9M(3) prior to zone clearance.
- 104. The development must be provided with bicycle racks in a location and of a suitable design, as approved by the Director of Community Development.
- 105. Common access ways with adjoining parcels must be provided with appropriate agreements implementing this condition, to be recorded and run with the land, must name the City as a party, and must be subject to the approval of the Director of Community Development and the City Attorney.
- 106. That, if archaeological or historical artifacts are uncovered during land modification activities, the site must be preserved until a qualified Archaeologist is consulted for proper

DEPARTMENT OF COMMUNITY DEVELOPMENT  
**CONDITIONS OF APPROVAL**  
 SUP-9M(3), BOYS & GIRLS OF CAMARILLO

**FIRE PROTECTION**

- 49. Purpose: To comply with current California Codes and Ventura County Fire Protection District Ordinance. Requirement: The Permittee must install an automatic fire sprinkler system in all structures as required by the VCFPD. The fire sprinkler system must be designed and installed by a properly licensed contractor under California State Law. Documentation: A stamped copy of the approved fire sprinkler plans. Timing: The Permittee must submit fire sprinkler plans to the Fire Prevention Bureau for approval before the installation of the fire sprinkler system. Monitoring and Reporting: A copy of the approved fire sprinkler plans will be kept on file with the Fire Prevention Bureau. The Fire Prevention Bureau will conduct on-site inspections to ensure that the fire sprinkler system is installed according to the approved plans. Unless a modification is approved by the Fire Prevention Bureau, the Permittee, and their successors in interest, must maintain the fire sprinkler system for the life of the development. (VCFPD-40)
- 50. Purpose: To comply with current California Codes and Ventura County Fire Protection District Ordinance. Requirement: The Permittee must install a fire alarm system in all structures. The fire alarm system must be designed and installed by a properly licensed contractor under California State Law. Documentation: A stamped copy of the approved fire alarm plans. Timing: The Permittee must submit fire alarm plans to the Fire Prevention Bureau for approval before the installation of the fire alarm system. Monitoring and Reporting: A copy of the approved fire alarm plans will be kept on file with the Fire Prevention Bureau. The Fire Prevention Bureau will conduct on-site inspections to ensure that the fire alarm system is installed according to the approved plans. Unless a modification is approved by the Fire Prevention Bureau, the Permittee, and their successors in interest, must maintain the fire alarm system for the life of the development. (VCFPD-40.a)
- 51. Purpose: To provide the Permittee a list of all applicable fire department requirements for their project. Requirement: The Permittee must obtain VCFD Form #610 "Requirements for Construction" for any new structures or additions to existing structures before issuance of building permits. Documentation: A signed copy of the Ventura County Fire Protection District's Form #610 "Requirements for Construction." Timing: The Permittee must submit VCFPD Form #610 Application to the Fire Prevention Bureau for approval before issuance of building permits. Monitoring and Reporting: A copy of the completed VCFPD Form #610 will be kept on file with the Fire Prevention Bureau. The Fire Prevention Bureau will conduct a final on-site inspection of the project to ensure compliance with all conditions and applicable codes / ordinances. (VCFPD-51)
- 52. Purpose: To comply with California Building Code requirements. Requirement: The Permittee must submit building plans of all A, E, I, H, R-1, R-2 or R-4 occupancies. Documentation: A stamped copy of the approved building plans. Timing: The Permittee must submit a full set of building plans (architectural, electrical, mechanical and plumbing) to the Fire Prevention Bureau for approval before the issuance of building permits. Monitoring and Reporting: A copy of the approved building occupancy plans will be kept on file with the Fire Prevention Bureau. The Fire Prevention Bureau will conduct on-site inspections to ensure that the occupancy is constructed according to the approved plans. Unless a modification is approved by the Fire Prevention Bureau, the Permittee, and their successors in interest, must maintain the occupancy requirements for the life of the development. (VCFPD-43)

**POLICE**

- 53. If the premises contain an alarm, the applicant must register with the Camarillo Police Department as required by the City of Camarillo Municipal Code.
- 54. No landscaping or manmade structure may be placed along the exterior of the premises which would lead to easy access to the roof.
- 55. Rear doors to the establishment must be closed at all times except in cases of emergency and to permit deliveries.
- 56. Maintain a security plan.
- 57. Lighting devices will be high enough as to eliminate anyone on the ground tampering with them.
- 58. Maintain proper lighting on premises and parking lot area.
- 59. All shrubs and groundcover may not exceed 3 feet in height.
- 60. Any tree canopy height may not hang lower than 6 feet from ground.
- 61. Maintain a landscape maintenance plan.

**AIR QUALITY**

- 62. That prior to any sandblasting, the Developer must obtain any necessary permits from Ventura County Air Pollution Control District and notify adjoining uses as to the date and time of the sandblasting.
- 63. The development must meet all regulations of the Ventura County Air Pollution Control District and must be in compliance with the Air Quality Management Plan (AQMP).

**LANDSCAPING**

- 64. That a detailed landscaping, irrigation plan, and specifications prepared by a registered Architect or by a registered Landscape Architect must be submitted for all green areas, or public or semi-public areas, including required street trees. Said landscaping must include an automatic irrigation system with moisture sensors and automatic rain shut-off devices and consist of a combination of trees, shrubs, and groundcover utilizing drought-resistant materials with careful consideration given to eventual size, spread, susceptibility to disease and pests, and durability and adaptability to existing soil and climatic conditions. Plans must also include a program for maintenance. The landscaping of the development must be completed and maintained in accordance with the landscape plans submitted and approved by the City Landscape Architect consultant and the Director of Community Development.
- 65. Landscaping and irrigation must be in compliance with the City's Landscape and Irrigation Guidelines, and Chapter 14.14 - Water Efficient Landscapes of the Camarillo Municipal Code.
- 66. The developer must install landscaping and irrigation in all common areas and parkways, including street trees in accordance with the approved landscape plans prior to occupancy.
- 67. The landscaping of the development must be completed and maintained in accordance with the landscape plans submitted and approved by the City Landscape Architect consultant and the Director of Community Development for SUP-9M(3).
- 68. The landscape plans parkways must be a separate set of plans submitted to the Department of Public Works.
- 69. All slopes required to be planted must be maintained by the Developer until the planting has achieved ninety percent (90%) coverage. Prior to final inspection, if the landscaping has not resulted in the required coverage, a maintenance program and guarantee must be submitted for review and approval by the Director of Community Development. Said guarantee must be accompanied with a right-of-entry and hold harmless agreement.
- 70. All planting area must be filled to within two inches (2") of the top of curbs. Planting areas must be cleared of debris, rocks, concrete, and other foreign material preparatory to planting. The Department of Community Development must approve curb design adjacent to planters and no asphalt or concrete must extend into planters.
- 71. Landscape plans must be at a minimum scale of 1" = 20'; except that slope planting plans may be at 1" = 30' minimum scale.
- 72. That any tree within five feet (5') of any public sidewalk, or other public improvement, must be provided with a root barrier as approved by the Assistant Director Public Works/City Engineer and Director of Community Development.

Approvals:

DATE: 2018.10.04	DRAWN: SJJ
PROJECT: 180901	APPROVED:
DRAWN: SJJ	APPROVED:

Revisions:

REV. NO.	DATE	REVISIONS
1		
2		
3		
4		

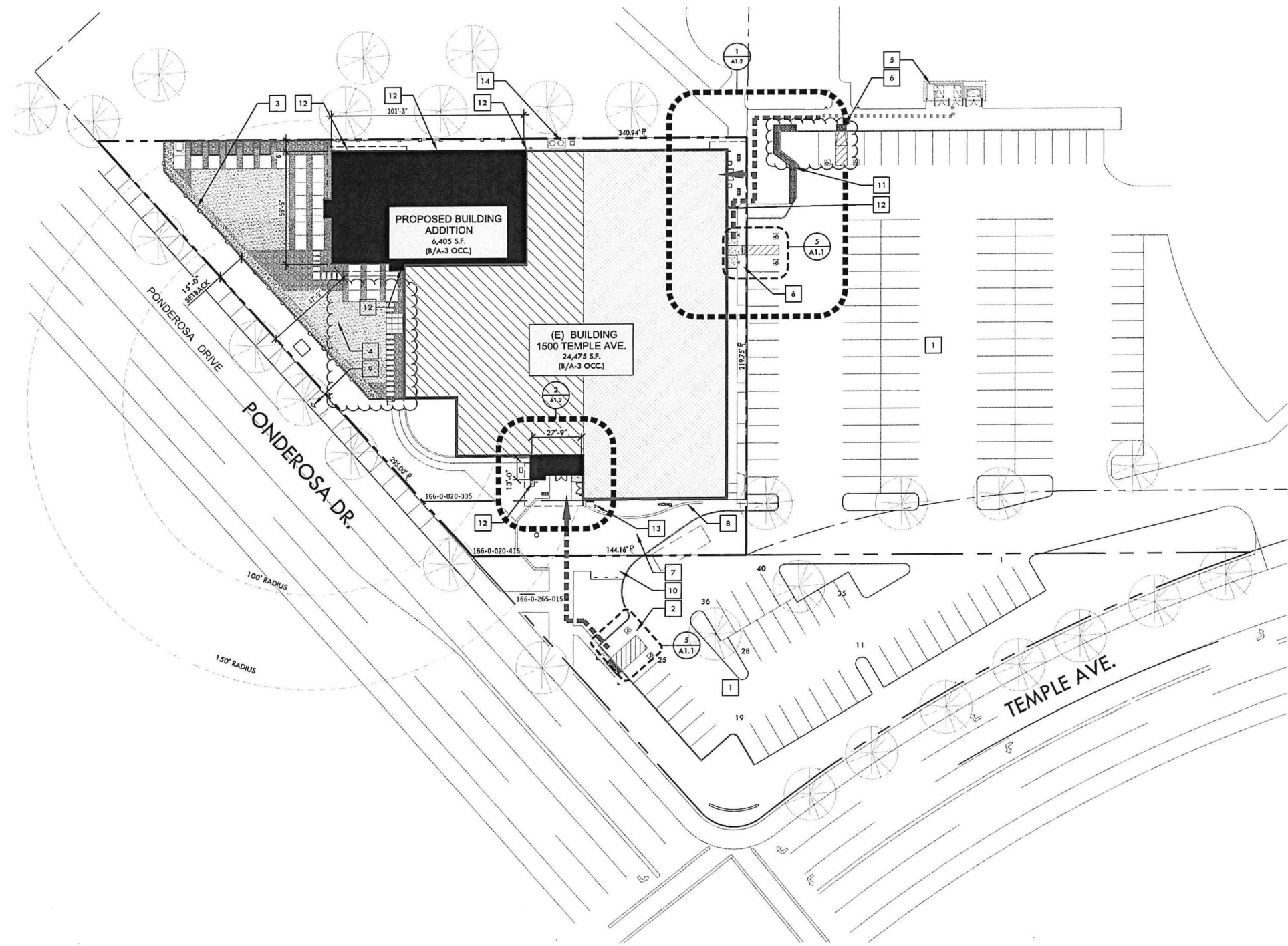


**BOYS & GIRLS CLUB**  
 BUILDING ADDITION  
 1500 TEMPLE AVE. CAMARILLO CA 93010

CONDITIONS OF APPROVAL  
**G4.0**  
 Sheet No: \_\_\_\_\_

Coastal Architects  
 505 S. A Street, Suite 200 Oxnard CA 93050  
 Architect : Jeff Zook  
 Email : Jeff.Zook@CoastalArch.com  
 Principal Planner : Mike Sanchez  
 Email : Mike@CoastalArch.com  
 www.CoastalArch.com  
 Tel : 805.985.7654  
 Fax : 805.201.3023  
 Email : Mike@CoastalArch.com





**KEY NOTES**

- 1 EXISTING PUBLIC PARKING LOT.
- 2 EXISTING ACCESSIBLE PARKING SPACES TO REMAIN.
- 3 PROVIDE NEW 5' HIGH WROUGHT IRON FENCE ENCLOSURE TO MATCH EXISTING FENCING.
- 4 EXISTING LANDSCAPE AREA TO REMAIN, TYP.
- 5 EXISTING COVERED TRASH ENCLOSURE TO REMAIN. PROVIDE ROOF ENCLOSURE. SEE SHEET A1.3
- 6 EXISTING CONCRETE CURB RAMP, PROVIDE 36" WIDE STRIP OF TRUNCATED DOMES, PER DETAIL 4/A1.2
- 7 EXISTING SIDEWALK
- 8 EXISTING DOUBLE DETECTOR CHECK VALVE & FDC, TO REMAIN.
- 9 EXISTING FIRE HYDRANT W/ 100' & 150' RADIUS PER PLAN
- 10 PROPOSED BICYCLE PARKING AREA, PER DETAIL 6/A1.2
- 11 PROVIDE NEW TRUNCATED DOME 3' WIDE AT FLUSH CURB LOCATION, PER DETAIL 7/A1.2
- 12 DOWN SPOUTS AND OVER FLOW LINES TO DAYLIGHT AT NON-EROSIVE CONC. PAD AND DRAIN AWAY FROM BUILDING.
- 13 RELOCATED WATER METER AND BFD - PER PLUMBING PLAN
- 14 EXISTING GREASE INTERCEPTOR - PER PLUMBING PLAN

Approvals:

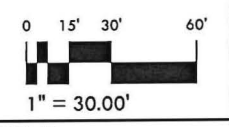
DATE	2021.07.14	CHECKED	MS
PROJECT	180901	APPROVED	
DRAWN	SJJ		

Revisions:

REV. NO.	DATE	REVISIONS



**BOYS & GIRLS CLUB**  
 BUILDING ADDITION  
 1500 TEMPLE AVE. CAMARILLO CA 93010



**LEGEND**

- INDICATES COMPLIANT ACCESSIBLE PATH OF TRAVEL FROM PARKING STALL TO BUILDING ENTRANCE. CONTINUOUS WALKWAY 48" MIN. WIDTH, WITH NO ABRUPT CHANGES IN LEVEL. 5% MAX. SLOPE IN DIRECTION OF TRAVEL AND 2% MAX. CROSS SLOPE.
- EXISTING BUILDING - NOT A PART
- AREA OF INTERIOR RENOVATIONS, PER SHEET A2.0
- PROPOSED BUILDING ADDITION



**SITE PLAN** SCALE: 1" = 30.00'

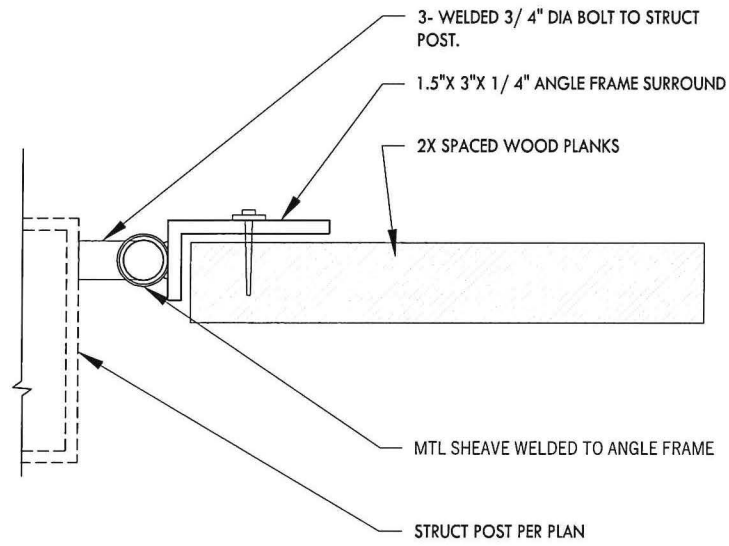
SITE PLAN

**A1.0**  
Sheet No:

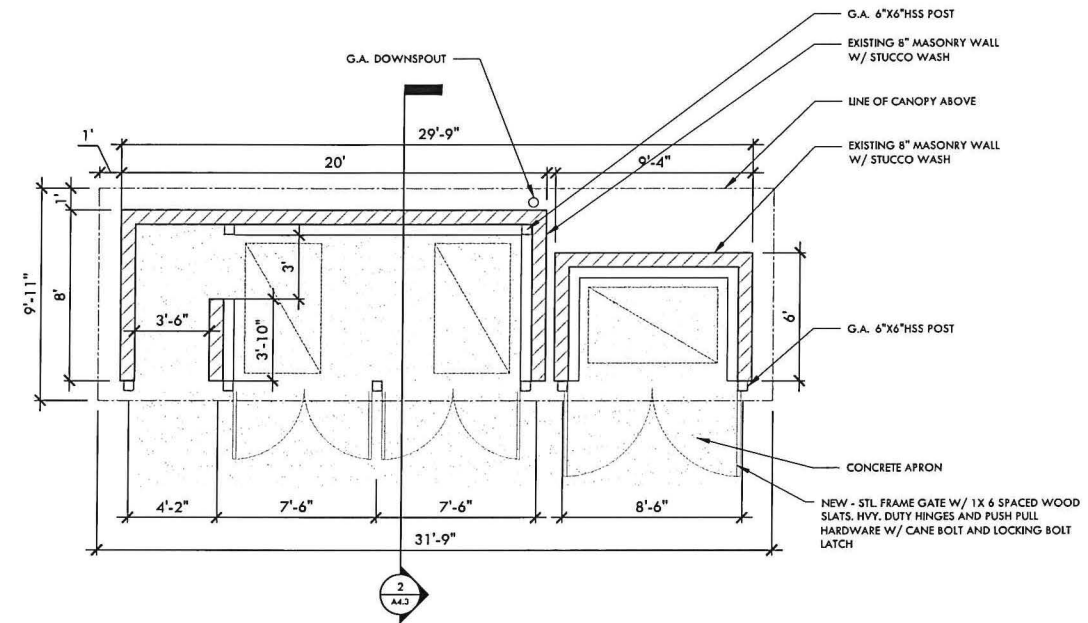
SHEET \_\_\_ OF \_\_\_

www.CoastalArch.com Tel 805.985.7654 Fax 805.201.3023

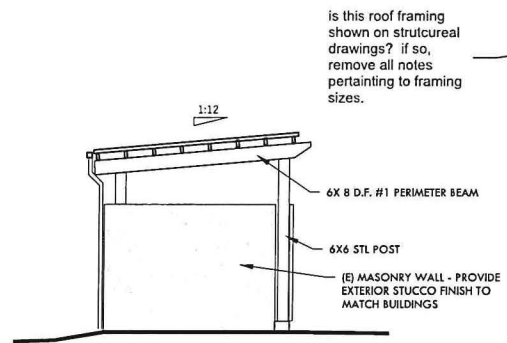
**Coastal Architects**



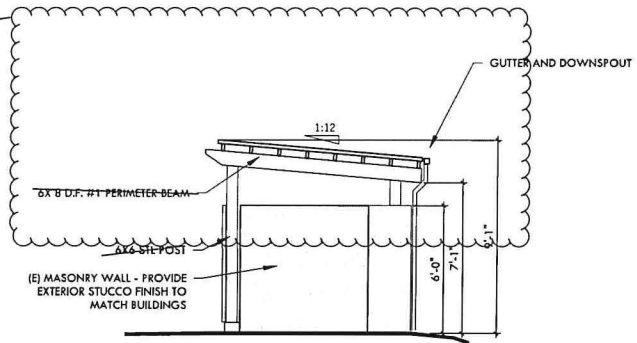
HINGE DETAIL SCALE: 1'-0" = 1'-0" A



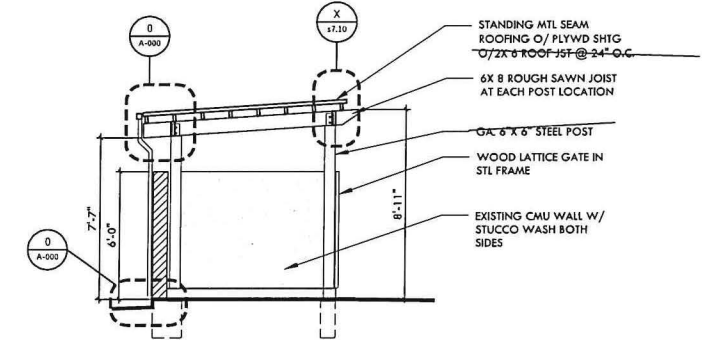
FLOOR PLAN SCALE: 1/4" = 1'-0" 1



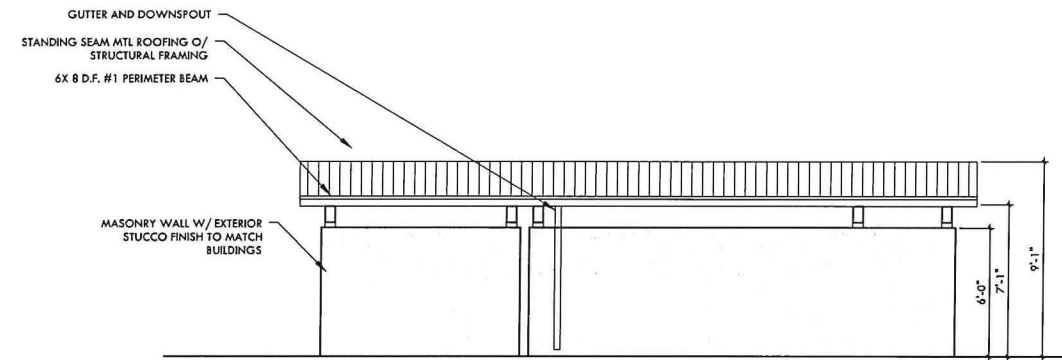
ELEVATION - LEFT SCALE: 1/4" = 1'-0" 4



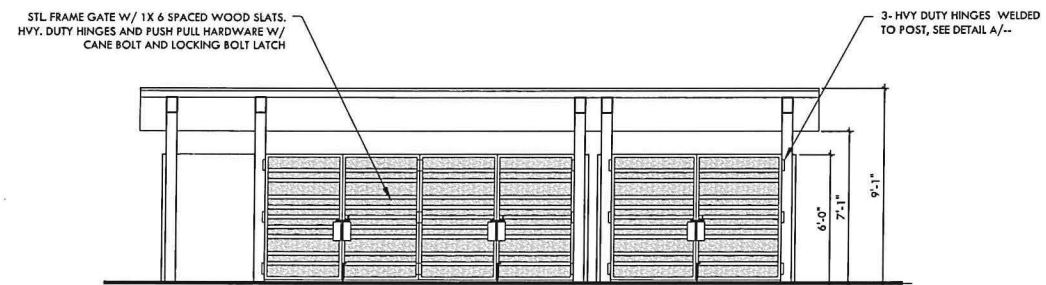
ELEVATION - RIGHT SCALE: 1/4" = 1'-0" 3



TRASH ENCLOSURE SECTION SCALE: 1/4" = 1'-0" 2



ELEVATION - REAR SCALE: 1/4" = 1'-0" 6



ELEVATION - FRONT SCALE: 1/4" = 1'-0" 5

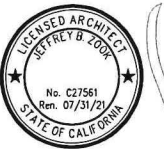
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Approvals:

DATE	2021.07.14	CHECKED	MS
PROJECT	180901	APPROVED	
DRAWN	SJU		

Revisions:

REV. NO.	DATE	REVISIONS
..		
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**BOYS & GIRLS CLUB**  
BUILDING ADDITION  
1500 TEMPLE AVE. CAMARILLO CA 93010



A1.3  
Sheet No.

SHEET \_\_\_ OF \_\_\_

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Coastal Architects



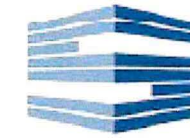
# Boys & Girls Club STEAM Program Addition

1500 Temple Road, Camarillo, CA  
Boys & Girls Club Camarillo

STAPLES' PROJECT #: 1677

June 21, 2021

Conceptual Budget ~ 60% CD's



# STAPLES

CONSTRUCTION

## On Site - Construction Costs

Scope of Work Description	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
<b>32 37 00</b>	<b>Trash Enclosures</b>							
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						
<b>32 80 00</b>	<b>Irrigation</b>		1	LS	\$ 7,640.00	\$ 7,640		
<b>32 90 00</b>	<b>Planting and 90-Day Maintenance</b>		1	LS	\$ 12,400.00	\$ 12,400		
	<b>TOTAL Exterior Improvements</b>						\$ 127,204	
<b>33 00 00</b>	<b>Utilities</b>							
<b>33 11 16</b>	<b>Site Water Utility</b>	Exist'g to Remain						
<b>33 11 19</b>	<b>Fire Suppression Utility</b>	Exist'g to Remain						
<b>33 30 00</b>	<b>Sanitary Utility</b>	Exist'g to Remain						
<b>33 40 00</b>	<b>Storm Drainage Utility</b>	Allowance	1	LS	\$ 9,500.00	\$ 9,500		
<b>33 51 00</b>	<b>Natural-Gas Distribution</b>	Exist'g to Remain						
<b>33 70 00</b>	<b>Electrical Utilities</b>	Exist'g to Remain						
	<b>TOTAL Utilities</b>						\$ 9,500	
	<b>Total On Site - Construction Costs</b>						\$ 214,460	

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: February 3, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 699 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING FEBRUARY 4, 2022 THROUGH MARCH 5, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361**

**BACKGROUND**

In March 2020, the Governor, on behalf of the State of California, issued various executive orders which relaxed requirements under the Ralph M. Brown Act (Brown Act) allowing public agencies the flexibility to successfully continue conducting public meetings during the COVID-19 pandemic. On September 30, 2021, the State rescinded those orders. However, in lieu of the rescinded executive orders, the State passed Assembly Bill 361 (AB 361) which modified the Brown Act and provides essentially the same flexibility for conducting public meetings during a declared emergency until January 1, 2024. As a result, in accordance with the requirements of AB 361, local agencies must continue to adopt a resolution every 30 days to use the modified public meeting provisions provided for in AB 361.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to continue teleconferencing Brown Act meetings of city legislative bodies for public health and safety reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

**ANALYSIS**

In accordance with AB 361, if a local agency passes a resolution that makes the necessary findings, the agency is allowed to follow the provisions of AB 361 for a maximum period of 30 days. After the first 30-day period, AB 361 requires the public agency to adopt a resolution no later than once every 30-days to continue meeting under the modified Brown Act requirements.

On January 5, 2022, the Pleasant Valley Recreation and Park District Board of Directors adopted Resolution No. 697 making findings related to the continued existence of a state of emergency due to COVID-19 and authorizing for public health and safety the conduct of public meetings of the District’s legislative bodies via remote teleconference for an initial 30-day period pursuant to modified Brown Act as amended by Assembly Bill No. 361.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period thereafter, has elapsed.

Government Code section 54953(e)(3) provides that “not later than 30 days after teleconferencing for the first time pursuant” to AB 361, “and every 30 days thereafter,” the public agency shall make the following findings by majority vote for the agency to continue using the teleconferencing provisions of AB 361:

1. The public agency has reconsidered the circumstances of the state of emergency; *and*
2. Either of the following circumstances exist:
  - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, *or*
  - b. State or local officials continue to impose or recommend measures to promote social distancing.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the District Board can make at least one of the enumerated findings.

Accordingly, if the Board would like to continue conducting public meetings under the modified Brown Act provisions, staff has prepared the attached resolution for Board consideration and adoption.

### **RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 699 proclaiming a local emergency persists and re-authorizing the use of remote teleconference meeting procedures by the Board of Directors and all standing committees of the District for the 30-day period beginning February 4, 2022 through March 5, 2022 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

### **ATTACHMENT**

- 1) Resolution No. 699 (3 pages)

**RESOLUTION NO. 699**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING FEBRUARY 4, 2022 THROUGH MARCH 5, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361**

**WHEREAS**, the Pleasant Valley Recreation and Park District (“District”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors (“Board”) and all standing committees; and

**WHEREAS**, all meetings of the Board and standing committees are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

**WHEREAS**, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code section 8558; and

**WHEREAS**, such conditions now exist in the District specifically, a state of emergency was proclaimed, which includes area within the jurisdictional boundaries of the District, on or about March 4, 2020, by California Governor Gavin Newsom in response to the COVID-19 novel coronavirus pandemic, including measures to mitigate the spread of COVID-19 in order to control outbreaks which minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities; and

**WHEREAS**, the Board of Directors does hereby find the Ventura County Public Health Officer has recommended that physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and

**WHEREAS**, the District remains committed to providing the public with real-time access to attend and participate in remotely held District meetings through a variety of

options including through the internet via Zoom, telephonically, via email correspondence prior to the meeting, and through livestream video via the District's YouTube channel, in an effort to protect the constitutional and statutory rights of all attendees; and

**WHEREAS**, as a consequence of the local emergency existing, the Board hereby finds that the Board and all standing committees of the Pleasant Valley Recreation and Park District shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

**WHEREAS**, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
  - a. The state of emergency continues to impact the ability of the members to meet safely in person; or
  - b. State or local officials continue to impose recommended measures to promote social distancing.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor on March 4, 2020 and recognizes that the Ventura County Public Health Officer has recommended physical and social distancing measures to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Based on such facts, findings and determinations, the District proclaims the existence of a local emergency throughout the District and authorizes staff to conduct remote teleconference meetings of the Board of Directors, including committee meetings, under the provisions of Government Code Section 54953(e).

**Section 3.** The General Manager is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board meetings, and all standing committee meetings of the District.

**Section 4.** As respects continued reliance on AB 361 for subsequent meetings, this Resolution takes into consideration that the state of emergency still persists which can impact the ability of board members to meet safely in person and re-authorizes the remote teleconferencing procedures for another 30 days.

**Section 5.** This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) 11:59 p.m. on March 5, 2022, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Pleasant Valley Recreation and Park District and all standing committees of the District may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District at a regular meeting held on the 3rd day of February 2022, by the following vote:

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

**NAYS:** \_\_\_\_\_

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

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

\_\_\_\_\_  
Bob Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**Attested:**

\_\_\_\_\_  
Bev Dransfeldt, Secretary  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

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

**TO: BOARD OF DIRECTORS**

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

**DATE: February 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION  
NO. 700 TO ACCEPT, ADOPT AND IMPLEMENT  
TENTATIVE AGREEMENT FOR A SUCCESSOR  
MEMORANDUM OF UNDERSTANDING BETWEEN  
DISTRICT AND SEIU LOCAL 721 AND ADJUSTING  
EMPLOYEE COMPENSATION AND BENEFITS AS  
OUTLINED**

**SUMMARY**

In May 2021 labor negotiations began with representatives from the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union Local 721 representing District employees (“SEIU Local 721” or “Union”). Both parties reached a tentative agreement on January 12, 2022.

**BACKGROUND**

In 2015, the District and SEIU Local 721 entered into their first three-year Memorandum of Understanding (“SEIU MOU 2015-18”). This original SEIU MOU 2015-18 expired on June 30, 2018. The District’s negotiation team has been meeting with SEIU Local 721 labor representatives since May of 2018 regarding a successor MOU. On October 14, 2020, the District approved Resolution No. 618 to accept, adopt and implement both the Tentative Agreement for a Successor Memorandum of Understanding and the Side Letter Agreement between the District and SEIU Local 721.

The term of the successor MOU was from July 1, 2018 and expiring on June 30, 2021. The MOU between the District and SEIU did expire June 30, 2021 however, the District’s past practice honors the terms and intent of the expired MOU until the full ratification of a successor agreement. The proposed successor MOU was arrived at through the regular meet-and-confer process as outlined in state law. Both parties reached a tentative agreement on January 12, 2022.

**ANALYSIS**

Pursuant to Government Code Section 3505.1, if a tentative agreement (or side letter agreement) is reached by the authorized representatives of a public agency and a recognized employee organization, the governing body of the public agency must vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement does not, however, bar the filing

of an unfair labor practice charge for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.

The Parties have reached a tentative agreement on the terms for a successor MOU, which has been memorialized within Attachment 1. This Tentative Agreement was ratified by the members of SEIU Local 721 and affirmed and executed by the labor representatives of the respective parties on January 19, 2022.

The proposed changes to the SEIU MOU 2021-24 to be incorporated into a successor MOU are detailed in the attached Tentative Agreement. Below is an overview of the major updates:

- Term of Agreement – July 1, 2021 to June 30, 2024 (3 years)
- Salary Plan – A 2% COLA will be effective the first full pay period after this MOU has been ratified by the Union and approved by the District Board, and effective the first pay period commencing on or after July 1, 2022 and July 1, 2023
- Disciplinary and Appeal process
- Overtime and Compensatory Time – An increase from \$30 to \$40 for on-call shifts worked
- Work Clothing – The uniform allowance for jeans and steel toed/safety boots increases from \$160 to \$200 each

### **FISCAL IMPACT**

The impact of the 2% COLA for Year 1 is approximately \$9,500; Year 2 - \$20,100; Year 3 - \$20,200. The impact of the work clothing is approximately \$1,400 and on-call \$1,680.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 5.0 Attract and retain the best staff through appropriate compensation, training, resource provisions, success planning, and opportunities for individual development in a safe working environment.

### **RECOMMENDATION**

District staff recommends that the Board consider and approve Resolution No. 700, accepting, adopting, and implementing the Tentative Agreement that was reached between the labor negotiation representatives from the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union Local 721 representing District employees (“SEIU Local 721” or “Union”).

### **ATTACHMENTS**

- 1) Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (59 pages)
- 2) Resolution No. 700: Resolution to Accept, Adopt and Implement the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (2 pages)





**Memorandum of Understanding  
between  
Pleasant Valley Recreation and Park District  
and  
Service Employees International Union Local 721  
representing PVRPD Employees**

**July 1, 2021 -June 30, 2024**

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## **ARTICLE 1 — PURPOSE OF THE MEMORANDA OF UNDERSTANDING**

- A. It is the purpose of this Memorandum (“MOU”) to promote and provide for harmonious relations, cooperation, and understanding between the Pleasant Valley Recreation & Park District (“District”) and Service Employees International Union Local 721 (“Union”), the recognized employee organizations representing employees in the Miscellaneous Unit covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment of employees covered herein. The parties jointly agree to submit this MOU to the Union and District’s Board of Directors for acceptance, adoption, and implementation.
  
- B. The District continues to recognize the Union as a sole and exclusive bargaining representative for the Miscellaneous Unit comprised of the full-time, part-time year-round, part-time restricted and seasonal/temporary part-time employees occupying the classifications listed in Appendix A hereto.

## **ARTICLE 2 — PVRPD MANAGEMENT RIGHTS**

Management of the District is vested exclusively in the District. All management functions, rights, and prerogatives, written or unwritten, which have not been modified or restricted by an express written provision of this MOU are retained and vested exclusively in the District’s management and may be exercised by management at its sole discretion. Management functions, rights, and prerogatives include the District’s right to determine and effect its mission, programs, objectives, activities, resources, and priorities; establish and administer procedures, rules and regulations, and direct and control the District’s operations; alter, extend, or discontinue operations, including, but not limited to existing equipment, facilities, and location of operations; determine and modify change and furlough the number, qualifications, scheduling, responsibilities and assignment of employees; establish, maintain, change, and enforce standards of

performance, conduct, order and safety; establish, maintain, change, enforce policies and procedures and determine all matters related to employee recruiting, hiring, appointment, retention, promotion, and transfer; evaluate, determine the content of evaluations, and determine the process and criteria by which employees' performance is evaluated; establish and require employees to observe the District's rules, policies and regulations; establish, maintain, change, and enforce employee discipline and dismissal, policies and procedures; establish and modify calendars, including holidays and holiday scheduling; establish, assign, and modify work locations and work hours; and subcontract all or any portion of District operations.

### **ARTICLE 3 — UNION RIGHTS**

- A. Visits by Union Representatives: Accredited representatives of the Union will be granted reasonable access to District facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with the normal operations of the department.
- B. A designated Union staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. The Union stewards shall be given similar access during their lunch and rest periods. These visits shall be to observe working conditions or to investigate grievances.
- C. The District agrees that Union-related activities by stewards of the Union shall not affect the promotional opportunities of said employees.
- D. Bulletin Boards: The Union will be allowed to use space designated by the District on existing bulletin boards where available to post notices regarding Union business. Use of the boards shall be limited to the five (5) general types of notices:
  - 1. Listings of names, work location and telephone extensions of Union Officers and Officials

2. Union meetings
  3. Union elections
  4. Union recreational and social events
  5. Union education notices
- E. Union will provide Human Resources or designee a copy of any materials to be posted no later than one business day prior to the posting.
- F. Union members shall designate up to three (3) members as its Union stewards. Union shall notify Human Resources or designee of this designation annually on or before February 1.
- G. Union shall also notify the Human Resources Supervisor of any change in Union stewards within fourteen (14) days of the change.
- H. If the represented employees' elected representative is also elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to one regularly scheduled workday per month of pre-approved vacation for such employees (vacation requests must be made in accordance with MOU guidelines) to attend the SEIU Executive Board meetings.
- I. Union Release Time. Pursuant to Government Code section 3505.3, the District shall allow the employee stewards a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:
1. Formally meeting and conferring with representatives of the District on matters within the scope of representation;
  2. Testifying or appearing as the designated representative of Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the District or by the District against the Union; and
  3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

J. Union Representative Leave of Absence. Pursuant to Government Code section 3558.8, the District shall grant to employee stewards, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the Union is affiliated.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation – Compensation for release time shall not exceed the employee stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full service credit during the leave of absence and shall pay their member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of the Union under applicable laws or this MOU.
5. Written Notice – Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, the Union shall submit a written request to the employee steward's Department Head at least seven (7) days in advance of the requested



leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.

6. Approval or Denial of Leave – A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of District services and operations. If leave is denied, the Department Head shall provide the Union with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the District, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
7. Reporting – The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of the Union during all reported working hours.
8. Indemnification – The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

#### **ARTICLE 4 — TERMS OF AGREEMENT**

- A. This MOU commences at 12:01 am on July 1, 2021, and is effective to and including 12 midnight, June 30, 2024, except as otherwise stated herein.
- B. In the event either the District or Union desires to meet and confer in good faith on amendments to wages, hours, and other terms and conditions of

employment, either party may serve upon the other during the period from February 1 to February 28 of 2024 its written request to commence meet-and-confer sessions for a successor MOU.

- C. Any and all economic enhancements in this MOU beginning Fiscal Year 2021/2022 will be effective the first full pay-period following the final MOU ratification by the Union and approved by the District Board.

#### **ARTICLE 5 — OBLIGATION TO SUPPORT MOU**

The negotiators for the District and Union agree that both have the obligation to support this MOU before their own constituents, and neither will advocate any amendment, addition or deletion to the terms and conditions contained herein during such ratification and adoption of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the Pleasant Valley Recreation and Park District Board of Directors to advocate or urge the approval of this MOU in its entirety.

#### **ARTICLE 6 — MEET-AND-CONFER SESSIONS**

- A. Union may designate not more than four (4) District Union members to serve as members of Union's meet-and-confer team. No more than three meet-and-confer team members shall be present at any meet-and-confer session, with the fourth member serving as an alternate. A reasonable effort will be made to allow Union employees to have their work hours and/or duty days adjusted so that they will be on active duty during negotiations. No employee shall receive overtime for time spent negotiating if it is not possible to adjust their work schedule. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action.
- B. The above provisions of this Article shall be subject to (1) the operational requirements of the District, and (2) the requirements that the Union member who wishes to be excused from their official duties hereunder requests such from their immediate supervisor no less than two working days in advance, except that this requirement may be waived with the express approval of the employee's immediate supervisor in the case of an unforeseeable emergency meeting.

- C. It is understood by the District and Union that amendments to the existing MOU presented for meet-and-confer sessions shall be accompanied by a statement signed by a Union representative and meet-and-confer team members declaring that the proposed amendments have been accepted in principle by a majority of the membership of the Union for the purpose of meet-and-confer sessions with the District.
- D. No less than 120 days prior to the expiration of this MOU, the Union shall notify the District of the three employee-members of the committee. So that the Union can better prepare to timely commence bargaining over the terms of a successor MOU, between 120 and 60 days prior to expiration of this MOU, the District shall release the three designated committee members from active employment for six total hours on days to be determined by Union. Each employee who on any such day would have otherwise been actively engaged on the job shall be paid straight-time hours as if they were, in fact, actively on the job.

#### **ARTICLE 7 — GRIEVANCES AND REPRESENTATION**

- A. Grievance: A “grievance” shall mean a written allegation by an employee(s) or Union concerning dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect conditions of employment. District actions subject to the disciplinary appeals process set forth in Article 14 shall not be considered a “grievance”, nor subject to this grievance procedure. Disciplinary Actions against “for cause” represented employees shall not be considered a “grievance”, nor subject to this grievance procedure. An authorized Union representative may file a “grievance” on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
- B. The District recognizes that employees may have complaints, suggestions, or questions about their job, working conditions, or treatment at work. Good-faith complaints, questions, and suggestions are helpful to the District. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy.

- C. The District agrees that, during the term of this MOU, it shall recognize Union representatives in the handling of grievances arising on the job when so informed in writing by the grieving employee.
- D. Union shall notify the District of the name of the Union staff member to represent the employee prior to any hearing on the grievances; such written notification shall cite the applicable MOU provision, include the basis for the grievance and state the requested remedy. Receipt of notification shall be acknowledged by the District.
- E. A grievance shall not be valid unless it is submitted to the District's designee, in writing, setting forth the facts and the specific provisions of the MOU allegedly violated and the particular relief sought within ten (10) business days after the date the grievant knew or in the exercise of reasonable diligence, should have known, of the event giving rise to the grievance occurred. Failure to file or process any grievance within the prescribed time limitation will bar grievance.
- F. If the grievance is not satisfactorily resolved in the second step, at the employee's request, it shall be submitted to advisory mediation with the California State Mediation & Conciliation Service within ten (10) business days after the Department Manager's answer is received, or as soon as a mediator is available. Advisory mediation will involve the employee and their representatives and the Department Manager and *any* staff deemed appropriate. The mediation meeting will be scheduled by Human Resources. If the grievance is not satisfactorily resolved during this process, within thirty (30) calendar days after the mediation session, the employee may have the grievance, including the mediator's analysis and recommendation, submitted to the General Manager. The General Manager shall have the final decision; however, if it were to involve the General Manager they would delegate the decision to the non-involved Department Manager. If all parties were involved, the General Manager could use an outside consultant determined by the District.

## **ARTICLE 8 — USE OF AGENCY FACILITIES**

The District interposes no objection to Union's use of District buildings and facilities to conduct meetings of the Union, providing the meeting space is

arranged for in accordance with existing policies, procedures and such space is available.

## **ARTICLE 9 — MODIFICATION, WAIVER, AND RE-OPENERS**

- A. District regulations, rules, or policies issued during the life of this MOU shall be reviewed by the District and Union at the request of the Union to determine their effect on the understandings outlined herein.
- B. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms or provisions.
- C. In the event of a violation of any part of this MOU, failure to object to the violation within sixty (60) days shall constitute a waiver of the provision with respect to the specific violation, but shall not waive or bar future enforcement of all provisions.
- D. Any modification of any of the terms or provisions contained herein shall be binding when agreed to in writing by both parties and approved and implemented by the Pleasant Valley Recreation and Park District Board of Directors and Union.
- E. Changes to items affecting wages, hours, or terms and condition of employment shall be provided to Union in advance of implementation, except that changes implemented on an emergency basis will be conveyed to Union with least practicable delay. The District shall meet and confer on such changes if so requested by Union with notification to be given to the District within seven (7) days of receipt of the change by Union.
- F. The District and Union agree to meet and confer during the term of this MOU regarding the following:
  - 1. Updating the District's Employer-Employee Relations Resolution #104; and
  - 2. Creating an Employee Policy and Procedure Manual applicable to Union represented employees; and
  - 3. Ranger Policy Manual

## **ARTICLE 10 — AVAILABILITY OF PUBLISHED DATA**

The District will make available to Union, and Union to the District, such information pertaining to employer-employee relations as is contained in the records of the respective organizations, subject to the limitations and conditions set forth in the applicable Government Code Sections. To facilitate negotiations, Union and the District shall provide and exchange the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private agencies, provided that when such data is gathered on the promise to keep its source confidential, the source shall not be revealed.

## **ARTICLE 11 — EMPLOYEE PERSONNEL ACTIONS**

- A. No written material considered to be derogatory or relating to performance, salary or a disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that they have read such material by affixing a signature on the material to be filed with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the employee's supervisor or other District representative.
- B. The District shall, in writing and within five (5) working days of an employment status change, notify the affected employee of any resultant change in their compensation and/or benefits.
- C. By appointment, an employee may review their personnel file by contacting the General Manager for a time and date within five (5) working days of the request.

## **ARTICLE 12 — UNION DUES, DEDUCTIONS, COPE, INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION**

- A. Membership within and/or payment of any dues or fees to Union shall not be a condition of employment with the District. No individual employee

shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Union.

B. Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union, from the wages, and salaries of members of Union. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. Remittance of the aggregate amount of all such monies shall be made by the District to Union at the conclusion of each pay period in which said dues were deducted. Any changes in union dues must be given to the District a minimum of one pay period prior to change to accommodate changes to payroll.

1. Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payday.
2. Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.
3. The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel

format to dues@seiu721.org within five (5) business days of each payday.

C. Committee on Political Education (COPE)

1. Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the above dues deduction process.
2. Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.
3. Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the District by the next full pay period cycle.

D. The District agrees, pursuant to AB 119, to provide Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with employee identification number, name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every one-hundred twenty (120) days. Notwithstanding the foregoing and in compliance with statutory duties, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.

F. New Employee Orientation. The District shall provide the Union written notice of new employee orientations [no matter how few participants, and whether in person or online] at least (10) business days, or as soon as



reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted to one (1) steward to participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation, the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

- G. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with Union and shall not be subject to the District's grievance procedure.

### **ARTICLE 13 — DISCIPLINARY ACTION AND APPEAL**

- A. Union represents both at-will employees and employees who may only be disciplined "for just cause." At-will employees have no property right or interest in their employment with the District and may be disciplined with or without notice and with or without just cause and shall have no rights of disciplinary appeal.
- B. All represented District employees may only be disciplined for just cause and deemed to be in the District's "civil service," except for the following expressly listed part-time, seasonal, and/or restricted current classifications:
  - 1. Landscape Custodian;

2. Park Ranger;
3. Garage Technician [Current incumbent, Jason England, will be eligible for the civil service upon passing probation and until the Full Time/Part-Time Year-Round position of Mechanic can be filled.];
4. Senior Ranger [Current incumbent, Phil Ramirez, will remain in the civil service until the Full Time/Part-Time Year-Round position of Lead Park Ranger can be filled]
5. Office Assistant.

In the event that any of the foregoing classifications becomes a full-time position, then employees in such classification(s) may only be disciplined for just cause and are deemed to be in the District's "civil service."

C. Conduct that may warrant disciplinary action is described in the District's Employee Manual (currently the 2016 version). Disciplinary actions shall generally follow the progression described below depending on the nature and/or seriousness of the underlying employee conduct:

1. Counseling Session;
2. Verbal Warning;
3. Written Warning;
4. Reduction in pay;
5. Suspension without pay;
6. Demotion; and
7. Termination of employment.

D. Written notice of proposed or final disciplinary action shall be served by a District Manager on the employee either by personal service or by certified U.S. Mail, addressed to the employee at his or her last known address. Any notice of proposed discipline shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) on which the action is based, and the degree of discipline being proposed. Any notice of final disciplinary action shall include a statement as to the results of any pre-disciplinary response and a determination of the final disciplinary action to be imposed. Service of any notice described herein shall be deemed complete on the

day the employee is personally served, or if service is by certified mail, two (2) business days after the notice is deposited in the U.S. Mail. Written notice of proposed or final disciplinary action is not necessary for counseling sessions, oral warnings, or written warnings. Counseling sessions, oral warnings, or written warnings are subject to the grievance procedure set forth in Article 7 and shall have no right of pre-disciplinary meeting or disciplinary appeal.

- E. At the time written notice of proposed disciplinary action is served on the employee, the employee shall be supplied with a copy of the documents and materials upon which the proposed disciplinary action is based. Absent extenuating circumstances, the employee shall have fourteen (14) calendar days to review the documents and materials and provide a written response thereto. Within this time period, the employee may notify the District that they request to take part in a pre-disciplinary response meeting. Once this request is received, the District shall schedule a pre-disciplinary response meeting within a reasonable time. At this pre-disciplinary response meeting, the employee will be given the opportunity to present all materials or arguments in rebuttal to the proposed disciplinary action. However, this meeting is not an evidentiary hearing and the right to call or cross-examine witnesses or demand or subpoena documents is not permitted. Following the pre-disciplinary meeting or receipt of a timely written response, the District shall either serve a written notice of final disciplinary action upon the employee or notify the employee in writing that it is rescinding the disciplinary action. An employee may be accompanied by Union representation at all stages of the disciplinary process, including the appeal process described herein, but must attend each stage of the process in person or electronically via video conference. Otherwise, the employee shall be deemed to have waived their rights relative to that particular step in the disciplinary process, including any appeal.

F. An employee in the civil service who believes they have been subject to a disciplinary reduction in pay, suspension, demotion, or termination shall have the right to appeal the imposition of that disciplinary action to the General Manager as set forth below:

1. When an employee or the employee's Union representative requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the General Manager within fourteen (14) working days after notice of final disciplinary action has been served upon the employee as provided in Section E above. Any such request shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. If the employee fails to request a disciplinary appeal hearing within the prescribed time, then the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.
2. Unless requested to be open to public by the employee, all disciplinary appeal hearings shall be conducted in private.
3. The General Manager shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's written request for appeal, considering the availability of the General Manager, the convenience of the employee, and the availability of witnesses, if any.
4. The employee shall appear in person at the disciplinary appeal hearing and may be represented by Union, legal counsel, or a representative of their choice. If the employee fails to appear at the disciplinary appeal hearing, then the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.
5. The District shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against

the employee by a preponderance of the evidence. The District shall present its case first, followed by the employee's case, and with the District having a rebuttal opportunity.

6. The General Manager does not need to conduct the hearing according to the technical rules of evidence but may use them as a guide. Further, the General Manager can allow hearsay only when used to corroborate direct evidence. The conduct of the disciplinary appeal hearing shall be under the control of the General Manager with due regard for the rights and privileges of both parties.
7. The District and the employee shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.
8. The General Manager shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents. During the examination of a witness, the General Manager may exclude from the hearing, any and all witnesses.
9. Disciplinary hearings shall be recorded at District expense with a copy of the recording or transcript made available to the employee at no expense.
10. Within forty-five (45) calendar days after the disciplinary appeal hearing, the General Manager shall issue a binding final administrative decision containing findings of fact and conclusions of law.
11. The District shall utilize a neutral, third-party as the Hearing Officer for appeals of terminations and for appeals where the General Manager may not reasonably be considered an impartial and noninvolved reviewer of the underlying disciplinary action. The same rules stated above in Paragraph F, subdivisions 1-10, that apply to the General Manager conducting the hearing shall apply

to the third party Hearing Officer. The parties shall select such neutral Hearing Officer by each providing the names of at least five (5) potential Hearing Officers to the other party within fifteen (15) calendar days of the filing of the appeal. If the parties are unable to mutually agree upon a Hearing Officer within thirty (30) calendar days of the filing of the appeal, then the parties shall retain Administrative Law Judge (ALJ) services through the Office of Administrative Hearings (OAH). The District and the Union shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. If either party wishes to have a court reporter document the proceedings, then that party shall bear the cost of such court reporter. In the event that both parties wish to have a court reporter document the proceedings, then the parties shall split the cost of such court reporter. Absent alternative agreement between the parties, each party shall bear the costs of any transcript(s), if requested.

12. The parties may mutually agree to extend any of the timelines set forth in the foregoing paragraphs of this subdivision.
13. Per CCP section 1094.5, et seq., within ninety (90) calendar days of receipt of the General Manager's or hearing officer's final administrative decision, either party may challenge the final administrative decision via writ of administrative mandamus.

#### **ARTICLE 14 — TRANSFER OF FUNCTION**

The District agrees that in the event a District function is transferred to another governmental agency, the District will in good faith effort discuss with the transferring agency to place the terminated employees with the recipient agency and obtain benefits equal to those afforded them by the District.

#### **ARTICLE 15— POLICIES REGARDING EMPLOYMENT**

The District will provide Union with complete copies of all policies, procedures, handbooks, employee manuals, and other official documents that pertain to wages, hours, and working conditions. The District agrees to meet-and-confer regarding any changes to wages, terms or conditions as required by the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

#### **ARTICLE 16 — SALARY PLAN**

- A. Salaries shall be based on financial conditions of the District. District and Union will give due consideration to economic and other appropriate indicators presented in the meet-and-confer sessions concerning employee compensation.
- B. The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay a shift differential of two-and-one half percent (2½%) for hours worked between 8:00 pm and 6:00 am.
- C. Full-Time/Part-Time Year-Round Employee salaries shall be increased by 2%, effective the first full pay period after this MOU has been ratified by the Union and approved by the District's Board.
- D. Full-Time/Part-Time Year-Round Employee salaries shall be increased by 2% effective the first pay period commencing on or after July 1, 2022.
- E. Full-Time/Part-Time Year-Round Employee salaries shall be increased by 2% effective the first pay period commencing on or after July 1, 2023.

#### **ARTICLE 17 — WORKING HOURS FOR FULL TIME EMPLOYEES**

- A. This Article is intended to define the normal hours of work and work schedules and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The District has the right to implement any of the negotiated work schedules to meet the needs of the organization and the individual department. Prior to implementation, the District shall meet and confer with the Union on the impacts to specific employees.

1. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.
  2. The normal work day shall be eight (8) consecutive hours of work, exclusive of an unpaid lunch period in a consecutive twenty-four (24) hour period.
  3. The normal work week shall be five (5) consecutive workdays and two (2) days of rest in a seven (7) consecutive day period.
  4. When shift changes occur, there shall be a minimum of eight (8) hours between shifts.
  5. When work schedules are regularly and routinely used and there will be a permanent schedule change the schedules shall be posted at least fourteen (14) calendar days prior to the effective date.
  6. When a Department Manager finds it necessary to make modifications or changes to a regular work schedule on a temporary basis; the Manager shall notify the affected employee(s) indicating the proposed change with seven (7) calendar day's prior notice. In the case the needs of the District arise a schedule can be changed not to exceed one (1) work shift.
  7. A schedule may be established that contains nine (9) hour workdays with an hour or half-hour unpaid lunch period, providing the employee receives overtime compensation or compensatory time off for hours worked in excess of regularly scheduled work week.
- B. The foregoing provisions may be modified based upon changes in the Fair Labor Standards as issued by the State and Federal government.
- C. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.



## **ARTICLE 18 — PERFORMANCE AND PROBATIONARY EVALUATIONS**

- A. All original and promotional appointments to positions in the District's Civil Service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.
1. Initial Probation: It is understood that the probationary period will normally last for one (1) year from the date of appointment, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eighty (1,680) hours.
  2. Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).
  3. An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.
  4. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.
- B. The performance of each employee shall be formally evaluated quarterly during the probationary period and at least fifteen (15) days before the end of the probationary period. Thereafter, reviews shall be conducted annually.
- C. Employees, whose job performance warrants, may be reviewed at any time. Those who receive "improvement needed" and/or "unsatisfactory"

ratings shall be given interim reviews until the deficiency is corrected or other appropriate action taken.

- D. When it is known that a supervisor will be terminating employment or will be reassigned, each employee under his/her direct supervision who has not received a performance evaluation within ninety days may, at the District's discretion, receive another evaluation.

## **ARTICLE 19 — PROMOTION BETWEEN CLASSIFICATIONS**

A. Promotion between Grounds I and Grounds II will be dependent upon:

1. Availability of a vacant Grounds II position
2. Ability to possess at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of twelve (12) hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to the following;
  - a. Pesticide license
  - b. Playground Safety Certification
  - c. Back Flow License
  - d. Class A License
    - i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment.
  - e. A.F.O. or C.P.O. license
  - f. Certification by International Society of Arboriculture as a Tree Worker or Arborist
  - g. Irrigation Certification
  - h. Horticulture Certification
  - i. Small Engine repair
  - j. Heating Ventilation and Air Conditioning Maintenance (Specialized training)

3. A practical test will be administered if the criteria of item 1 and 2 are met.
- B. Promotion to Park Maintenance Lead Worker will be dependent upon:
1. Availability of vacant Park Maintenance Lead Worker position;
  2. Must be in possession of at least four (4) certifications in which one certificate pertains to supervision/leadership skills, or twelve (12) hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications.
- C. Employees hired, not promoted, into classification of Grounds Facilities II or Park Maintenance Lead Worker will have one (1) year to obtain the required certificates.

## **ARTICLE 20 — OVERTIME AND COMPENSATORY TIME**

- A. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. All compensable overtime must be performed at the direction of the department director or their authorized representative. Overtime hours may not be accrued without such approval.
- B. The District provides compensation for all overtime hours worked by non-exempt full-time employees in accordance with federal law as follows:
1. Any hours worked in excess of regularly scheduled full time hours in one workweek will be treated as overtime. A workday begins at 12:01 am and ends at midnight twenty-four (24) hours later. The workweek begins Saturday at 12:01 am and ends Friday at 11:59 pm.
  2. Employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess regularly scheduled hours. Overtime hours shall be computed to the nearest quarter (1/4) hour.

- C. Sick time, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.
- D. A non-exempt full-time employee who performs authorized work in excess of regularly scheduled hours in their scheduled work week shall be compensated at the rate of one-and-one half times their regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.
- E. At the option of the full-time employee, hours worked beyond the forty (40) or the normal number of hours scheduled in a work week may be designated as flextime hours and taken off in equivalent hours at some time during that work week only with the supervisor's approval. Such time off shall be considered an excused absence and reported on employee time sheets as flextime taken.
- F. At the option of the full-time employee, hours worked beyond their normally scheduled hours in a work week may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one-and-one-half hours for each hour of overtime worked and may be accrued to a maximum of eighty (80) hours. Employees will be paid for accrued compensatory time not taken prior to termination.
- G. An employee may be required to be on call, if a volunteer is unavailable, Friday, Saturday, Sunday and/or District observed holidays. Any employee scheduled to be on call will be compensated at the rate of \$40.00 per day. On Call days shall be limited to Friday, Saturday, Sunday and District observed holidays. Employees who are on call and are called in to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance. On call employees must be able to report to work site within forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.

The District may assign an employee to an on-call shift when there are no volunteers available.

- H. Weekend work, if not normally scheduled, may be compensated at the rate of one-and-one half times the regular rate, and may be designated as flextime or compensatory time for full-time employees and employees not on call.
- I. Employees directed to attend a position-related training program conducted during non-working hours shall be entitled to equal time off preferably on the same day or the day preceding or following each training session when business needs allow.

## **ARTICLE 21 — SAFETY**

- A. Employees shall be responsible for adherence to all published safety rules and regulations and for reporting to District supervisory personnel conditions deemed to be hazardous. Safety training as necessary shall be scheduled and conducted by qualified personnel.
  - 1. CPR and First Aid Certification required no later than three (3) months after employment and must remain current through-out employment.
- B. Employees shall not lose pay or be otherwise penalized for refusing to work after reporting hazardous conditions that are in violation of District or State safety rules or regulations and the hazardous condition has been substantiated by appropriate authority.
- C. Employees as well as the employer need to manage and provide for a safe workplace. All parties need to be vigilant in inspecting the workplace as well as following safety protocols.

## **ARTICLE 22 — WORK CLOTHING**

- A. Employees covered by this MOU who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.

1. District will provide the following for full time employees:
  - a. 5 t-shirts/polo shirts per fiscal year
  - b. 1 hat per year
  - c. Sweatshirt or Jacket every other year
2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year basis; provided, they turn in receipts within 30 days.
  - a. Denim Blue Jeans – not to exceed at total of \$200
  - b. Steel or Safety toed work boots not to exceed \$200
3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year.
4. Lead Park Ranger will be eligible to receive up to \$200 reimbursement each fiscal year; provided they turn in receipts within 30 days.
5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days.
  - a. Uniform – not to exceed a total of \$200

## **ARTICLE 23 — HOLIDAYS**

A. The District shall recognize the following holidays:

1. New Year's Day — January 1st
2. Martin Luther King Jr. Birthday - Third Monday in January
3. Presidents Day — Third Monday in February
4. Memorial Day — Last Monday in May
5. Independence Day - July 4th
6. Labor Day — First Monday in September
7. Indigenous Peoples' Day – Second Monday in October
8. Veteran's Day — November 11th

- 9. Thanksgiving Day — Fourth Thursday in November
- 10. Day after Thanksgiving
- 11. Christmas Eve Day – December 24th
- 12. Christmas Day— December 25<sup>th</sup>

- B. A full-time employee who is required to work on a District holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.
- C. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday time must be used within 90 days. Upon termination or retirement, or promotion, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.
- D. Part Time (restricted, seasonal/temporary) employees are not eligible for Holiday pay.

#### **ARTICLE 24 — SICK LEAVE**

- A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 2.76 hours per pay period.
  - 1. Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.
  - 2. Temporary or Seasonal Employees shall be entitled to paid sick leave. Sick leave for eligible Temporary or Seasonal Employees shall accrue at the rate of one (1) hour for every thirty (30) hours worked and

accrual of sick leave shall be capped at six (6) days or forty-eight (48) hours. Sick leave may be used after thirty (30) days of employment.

- B. Charge for Sick Leave: If an employee performs their duties for part of a working day, they shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments.
- C. Proof of Illness: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more. A Department Head may request a doctor's certificate for absences of less than three (3) consecutive days.
- D. Notice of Sickness: The Department Manager or designee must be notified not later than one (1) hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day.
- E. Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of employment shall be compensated at the rate of twenty five percent (25%) and is limited to five hundred (500) hours and employees ten (10) years and over of service will be compensated at a rate of fifty percent (50%) limited to one thousand (1,000) hours. Based upon salary in effect at the time of Termination.
- F. Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the California Public Employees' Retirement Systems (CalPERS).

## **ARTICLE 25 — BEREAVEMENT LEAVE**

- A. In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time



year-round employee up to eighteen (18) hours of bereavement leave, as provided below.

B. For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, step- parent and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When other circumstances require an absence longer than three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.
3. If the employee requests to take a cumulative leave of longer than five (5) consecutive work days, the District may allow the use of accrued vacation or compensatory time.

C. An employee desiring to attend a funeral of others than described above may be given the time off, provided they so notified their Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, sick, or compensatory annual leave.

## **ARTICLE 26 — MEDICAL BENEFITS**

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need.

A. Employees who begin working for the District and submit their insurance application between the first and the 15<sup>th</sup> day of the month may have health insurance coverage beginning on the first of the following month.

B. Employees who submit their insurance application between the 16<sup>th</sup> and the last of the month may be covered from the first day of the second calendar month.

C. District and Full-Time Employee Medical Contributions:

1. Starting July 2021, the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%.
2. Part-time year-round employees are entitled to medical benefits only for the employee and will follow the above guidelines.

D. District and Full-Time Employee Dental Contributions:

1. January 2022 the District will contribute 70% of total cost of dental plan. Employees will contribute 30%.

E. District and Full-Time Employee Vision Contribution:

1. July 2021 the District will contribute 70% of total cost of vision plan. Employees will contribute 30%

The District shall continue its contributions for at least twelve weeks (12) for any employee who must be absent from work because of injury, illness, or approved leave, including industrial leave. The District shall continue its contributions up to twelve weeks (12) as long as the employee is using available paid leave time off to cover the absence or to supplement the workers' compensation benefit.

F. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The District pays a minimum contribution to current employees and District retirees in the current amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.

## ARTICLE 27 — EDUCATION AND TRAINING

- A. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.
1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
  2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.
- B. Starting effective July 1, 2022, District will replace the prior program and fund up to two (2) employees 100% of their cost for tuition and books for each semester for a maximum of up to two thousand dollars (\$2,000) each per fiscal year.
1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
  2. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
  3. Receipts for tuition and books must be submitted within thirty (30) days of course completion.
- C. Employees must remain with the District for a minimum of one (1) year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one (1) year, they will have

thirty (30) days from resignation or termination to reimburse the District for all educational financial assistance received.

- D. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

## **ARTICLE 28— RETIREMENT**

- A. Social Security and Medicare are an important part of every full time and permanent part-time employee's retirement benefit. The District pays a matching contribution to each full-time employee's Social Security and Medicare taxes.
- B. The District also participates in the CalPERS. According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.
  - 1. For employees with a hire date before March 31, 2011, the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
    - a. Effective July 1, 2015, the employee's total contribution for classic members was capped at 8% (PEPRA compliance).
    - b. All represented employees in the 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.
  - 2. For employees with a hire after March 31, 2011 through December 31, 2012, or classic CalPERS members (as defined by CalPERS) hired by the District on or after January 1, 2013, the District

is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees Retirement Law at Government Code section 21353.

3. For employees with a hire date on or after January 1, 2013 who are new CalPERS members as defined by CalPERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

a. Employees hired after January 1, 2013 who are also new PERS members (as defined by CalPERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees Retirement Law.

C. Each year, the District shall report as Tax Deferred Member Contributions that portion of the CalPERS contribution actually being paid by the employee.

D. The contributions referenced above are based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

## **ARTICLE 29— MANAGEMENT/EMPLOYEE MEETING**

A. A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.

B. The Union may designate up to four (4) District employees who are Union members as provided in Article 6, Meet and Confer to attend the Labor/Management meetings. No more than three (3) such Union

members shall be present at any meeting or session, with the fourth member serving as an alternate.

- C. The Joint Labor/Management Committee shall meet twice each fiscal year or more or less often as determined by the parties.

### **ARTICLE 30 — PRIVATE VEHICLE MILEAGE ALLOWANCE**

Employees who drive privately owned vehicles on District business shall receive reimbursement at a rate equivalent to the rate allowed by the Internal Revenue Service.

### **ARTICLE 31 — LIGHT DUTY POLICY**

- A. Light duty is granted only on a temporary basis at the sole discretion of the General Manager and the Department Manager. It will be granted based upon the needs of and benefit to the District, and the ability of the employee to perform the essential functions of a position which is authorized by the District and is available.
- B. Light duty will be granted for a maximum of twenty-six (26) weeks in any two (2) year period for all injuries, both industrial and non-industrial.

### **ARTICLE 32 — CONTRACTING OUT DISTRICT SERVICES**

- A. The District can contract out work in accordance with law provided that before the District contracts the services of an entire division of District government, it shall meet and confer with Union regarding the effects of said contracting on affected employees; and to take any action necessary to meet conditions of any emergency nature. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees. The District retains the sole and complete discretion to determine the methods, means, and personnel by which District operations are to be contracted. The objective of contracting or subcontracting out shall be to provide the services and/or work at a lesser cost, or to have the work performed that is not within the skill set of District employees or for which the District does not have the proper equipment.

- B. Prior to issuing a Request for Proposals (RFP) or expanding an existing service agreement to contract or subcontract out services which have been previously and regularly performed by employees in this bargaining unit, the District will notify and provide Union, upon request, an opportunity to meet and confer on the impact of contracting out.
  
- C. Upon request, the District will provide Union with the following information:
  - 1. Information regarding the scope of services to be contracted and proposed organizational changes.
  - 2. A copy of the formal RFP, where one has been prepared.
  - 3. Copies of staff reports to the Board of Directors which contain any analysis of the proposals and any recommendations.
  - 4. Information regarding savings to be achieved by contracting out versus performing the services with District employees.
  
- D. The District shall not commence an agreement for contracting or subcontracting until the District has complied with the provisions of this Article.

### **ARTICLE 33 — LAYOFF POLICY AND PROCEDURE**

- A. The District may lay off a unit member because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Division and will meet the necessary reduction in force requirements as determined by the District.
  
- B. Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employees being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
3. The written notice shall inform the employee of his/her displacement and priority employment rights.

C. Reduction in Force:

1. Once the classifications to be reduced have been identified, the appointing authority shall determine the employee(s) to be laid off in the following order:
2. Employees in the identified classifications that are temporary part-time employees.
3. Employees in limited-term or temporary full-time positions in reverse order of their classification length of service in the identified classifications.
4. Original probationary employees in reverse order of their classification length of service in the identified classifications.
5. Regular employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have had a disciplinary action that resulted in a demotion, reduction of pay, or a suspension without pay for one (1) day or more.
6. Regular employees who on their last performance review received an unsatisfactory job performance evaluation. (Unsatisfactory is defined



as two marks on the employee performance evaluation form to the right of the "satisfactory" category for Parks and Administration Department employees.)

7. Regular employees with the least continuous classification service.
  8. If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous District service. If such District length of service is also identical, layoff shall be by random selection made by the General Manager.
- D. Displacement Rights (Bumping): Whenever bumping rights are described, the employee must meet the minimum requirements for the job, and an employee's rights to bump will be determined by their overall service. In order to exercise bumping rights, a regular status employee must have previously served in a lower classification and must have seniority in that classification over the regular status employee who is being displaced. Conditions which affect displacement rights are as follows:
1. Employees who have been laid off in accordance with the criteria defined in B (4) are not eligible for bumping.
  2. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in paragraphs B (6) to B(7).
  3. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to Human Resources. If these privileges are not exercised within the specified time period, they are automatically forfeited.

E. Demotions:

1. Upon request of the employee, and with the approval of the appointing authority, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized

position in the same department if they meet all the requirements of the lower position as determined by the appointing authority.

2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

F. Transfers:

1. The appointing authority may transfer an employee to a vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.
2. Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited their ability to transfer.

G. Employees Demoted as a Result of a Reduction in Force:

1. Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reemployment list, in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

H. Reemployment of Employees Laid Off as a Result of Reduction in Force:

1. Employees who are laid off and who held regular status at the time of layoff shall have their names placed on a Reemployment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority.

2. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who meet the minimum qualifications for such vacancies and prior to an open or promotional recruitment.
  3. Employees who are laid off and who held regular status at the time of layoff shall also be eligible to compete for positions in classifications at a higher salary range within the same classification series of the position held prior to the layoff.
- I. Duration of Reemployment Lists: The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reemployment List.
  - J. Restoration of Benefits Upon Reemployment Following a Reduction in Force:
    1. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
      - a. Prior sick leave accruals.
      - b. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
  - K. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without consideration being given to an employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic characteristics or information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, or veteran or military status of any person.
  - L. Continuation of Employee Assistance Plan (EAP). Benefits: Employees who are laid off and who held regular status at the time of layoff shall be kept on the EAP for a period of sixty (60) days beyond their layoff date.

**ARTICLE 34 — VACATION**

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee’s first day of work and continues thereafter unless broken by an extended period; including absence without pay, or termination of employment, Actual accrued vacation.

- A. The maximum vacation accrual shall be three times the employee's annual vacation accrual.

Years of Service	Accrual Rate Per Pay Period	Accrual Hours Per Year	Max Accrual Per Cap
Less than 5 yrs.	3.08	80	240
5 yrs. but less than 11 yrs.	4.62	120	360
11 yrs. but less than 12 yrs.	4.92	128	384
12 yrs. but less than 13 yrs.	5.23	136	408
13 yrs. but less than 14 yrs.	5.54	144	432
14 yrs. but less than 16 yrs.	5.85	152	456
16 yrs. +	6.15	160	480
Part Time Year Round	1.54	40	80

- B. It is the mutual responsibility of the employee and their supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.
- C. Request for Vacation: Supervisors shall respond to a written request for vacation within five business days from the date in which the employees hands their direct supervisor the request. Upon the request of the employee, the supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to

accommodate each vacation request however, the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two weeks in advance and approved by a Supervisor.

## **ARTICLE 35— SUBSTANCE ABUSE IN THE WORKPLACE**

The District shall provide the Employee Assistance Plan for the term of this MOU.

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possible affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. Their Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

#### POLICY

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs does not violate this policy per se, failure by an employee to notify their supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of their right to representation and to be present during the search *unless it is an emergency or the District deems it is not practical to have the employee present.*" Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.

## APPLICATION

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

## EMPLOYEE RESPONSIBILITIES

An employee must:

- not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at any time while on District property;
- not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
- submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or their designated representative;
- notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
- provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed



laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

## MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Managers and Supervisors are responsible for reasonable enforcement of this policy.

- Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)

- Slurred speech;
  - Alcoholic odor on breath;
  - Unsteady walking and movement;
  - An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
  - Physical altercation;
  - Unusual behavior;
  - Verbal altercation;
  - Possession of alcohol or drugs;
- Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting

reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

- Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.
- Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.
- Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.

#### PHYSICAL EXAMINATION AND PROCEDURE

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

#### RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for

alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within twenty-four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with District's Employee Manual (currently the 2016 version).

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made the violation took place.

#### CONFIDENTIALITY

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

### **ARTICLE 36— PAID TIME OFF DONATIONS POLICY**

- A. Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.
- B. Such donations of paid time off may be permitted under the following conditions:
  - 1. The Department Head must approve, in advance, the donation.
  - 2. Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
  - 3. Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
  - 4. Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
  - 5. An employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

- C. Donations are entirely voluntary, and time is to be donated in whole hour increments.
- D. The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- E. To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member.
- F. Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.
- G. Tax implications may apply to donation of leave. Employees are encouraged to speak with their tax advisor for additional information.

## **APPENDIX A**

Employees covered by the terms of this MOU include full-time and part-time-year-round employees occupying the following classifications:

### **FULL TIME/PART-TIME YEAR-ROUND**

1. Customer Service Representative
2. Customer Service Representative – Lead Worker
3. Grounds/Facilities I/II
4. Irrigation Specialist
5. Mechanic
6. Park Maintenance Lead Worker
7. Lead Park Ranger

### **PART TIME RESTRICTED/SEASONAL/TEMPORARY**

1. Park Ranger
2. Landscape Custodian
3. Office Assistant
4. Garage Technician [Current incumbent, Jason England, will remain in the civil service until the Full Time/Part-Time Year-Round position of Mechanic can be filled]
5. Senior Park Ranger [Current incumbent, Phil Ramirez, will remain in the civil service until the Full Time/Part-Time Year-Round position of Lead Park Ranger can be filled]

## **APPENDIX B**

Upon union ratification/board approval salary schedule full-time/part-time year-round

2022 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND

2023 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND

**FULL TIME/PART TIME YEAR ROUND  
CLASSIFICATIONS AND SALARY RANGES**

	2022 Starting Rate		2022 2% COLA Contract Approval		2022 2% COLA Effective 7/2/2022		2023 2% COLA Effective 7/1/2023	
	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
<b>CUSTOMER SERVICE REP</b>	\$1,812.34	\$2,302.75	\$1,848.58	\$2,348.81	\$1,885.55	\$2,395.78	\$1,923.27	\$2,443.70
<b>LEAD WORKER</b>	\$22.65	\$28.78	\$23.11	\$29.36	\$23.57	\$29.95	\$24.04	\$30.55
<b>CUSTOMER SERVICE REP I</b>	\$1,498.99	\$1,904.54	\$1,528.97	\$1,942.63	\$1,559.55	\$1,981.49	\$1,590.74	\$2,021.12
	\$18.74	\$23.81	\$19.11	\$24.28	\$19.49	\$24.77	\$19.88	\$25.26
<b>CUSTOMER SERVICE REP II</b>	\$1,648.3	\$2,094.67	\$1,681.29	\$2,136.57	\$1,714.91	\$2,179.30	\$1,749.21	\$2,222.88
	\$20.60	\$26.18	\$21.02	\$26.71	\$21.44	\$27.24	\$21.87	\$27.79
<b>PARK MAINTENANCE LEAD WORKER</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>LEAD PARK RANGER</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>MECHANIC</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>IRRIGATION SPECIALIST</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>GROUNDS FACILITIES I</b>	\$1,697.28	\$2,157.50	\$1,731.23	\$2,200.65	\$1,765.85	\$2,244.67	\$1,801.17	\$2,289.56
	\$21.22	\$26.97	\$21.64	\$27.51	\$22.07	\$28.06	\$22.51	\$28.62
<b>GROUNDS FACILITIES II</b>	\$1,951.06	\$2,479.82	\$1,990.08	\$2,529.42	\$2,029.88	\$2,580.01	\$2,070.48	\$2,631.61
	\$24.39	\$31.00	\$24.88	\$31.62	\$25.37	\$32.25	\$25.88	\$32.90

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**PLEASANT VALLEY RECREATION AND  
PARK DISTRICT**

**SEIU LOCAL 721-PVRPD EMPLOYEES**

---

Mary Otten, General Manager

---

Aram Agdaian, SEIU Negotiator

---

Kathryn Drewry, Human Resources Specialist

---

Revi Levi, Work Site Organizer

---

Colin Tanner, Special Counsel/Labor  
Negotiator

---

Jesse Gomez, SEIU Bargaining Team

---

Matt Hernandez, SEIU Bargaining Team

---

Joey Key, SEIU Bargaining Team

Signed and dated  
this \_\_\_\_\_

Approved by the PVRPD Board of  
Directors on February 3, 2022

Ratified by the SEIU Local 721–PVRPD  
Employees on January 19, 2022

## **Resolution No. 700**

### **RESOLUTION TO ACCEPT, ADOPT AND IMPLEMENT THE TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

**WHEREAS**, the Memorandum of Understanding (“MOU”) between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and Service Employees International Union, Local 721 (“SEIU” or “Union”) expired on June 30, 2021.

**WHEREAS**, Section 3505 of the Government Code requires the governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of a recognized employee organizations, as defined in subdivision (b) of Section 3501.

**WHEREAS**, SEIU has been formally recognized by the District as the employee organization representing employees of the District pursuant to subdivision (b) of Section 3501.

**WHEREAS**, SEIU formally requested to re-open the MOU via letter to the District dated February 12, 2018.

**WHEREAS**, the District and SEIU (collectively, “Parties”) commenced negotiations by means of in person meetings beginning on May 7, 2018 through the present, wherein proposals were exchanged at the bargaining table in conformity with the requirements of Section 3505 of the Government Code.

**WHEREAS**, on January 12, 2022, the authorized representatives of the District and SEIU reached a tentative agreement on the terms for a successor MOU, the deal points of which are set forth within the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (“Tentative Agreement”) which was ratified by the Union and then affirmed and executed by the labor representatives of the respective Parties on January 19, 2022.

**WHEREAS**, Government Code Section 3505.1 provides that, where a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization or recognized employee organizations, the governing body of the public agency shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** That the Board of Directors of the Pleasant Valley Recreation and Park District hereby accepts, adopts and implements the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721, a fully executed copy of which is attached hereto and by this reference made a part hereof.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of February, 2022, by the following vote:

**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
**Robert Kelley, Chairman, Board of Directors  
PLEASANT VALLEY RECREATION AND PARK  
DISTRICT**

(SEAL)

**ATTEST:**

\_\_\_\_\_  
**Bev Dransfeldt, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: February 3, 2022**

**SUBJECT: CONSIDERATION TO APPROVE LETTER TO SEND TO THE CITY OF CAMARILLO FOR KIDSTREAM TO SUBMIT A CONDITIONAL USE PERMIT APPLICATION**

**SUMMARY**

The Pleasant Valley Recreation & Park District (District) and kidSTREAM have formed various partnerships over the course of the past three years. kidSTREAM entered into an initial agreement with the City of Camarillo in June of 2018 for the sale of the former library located at 3100 Ponderosa Drive which is located adjacent to Bob Kildee Park.

**BACKGROUND**

kidSTREAM was founded in 2016 as a 501(c)3 nonprofit organization. kidSTREAM's mission is to create an engaging environment for children and families to explore, play and discover, inspiring them to become critical thinkers, innovators and life-long learners. They first operated without a building and delivered programming on sites of partner organizations, focused on STREAM: science, technology, reading, engineering, art and math. The District has been partnering with kidSTREAM since 2018 on various projects to include: securing the grand marshals for 2019 Christmas Parade (astronauts), as well as Halloween and Eggstravaganza in subsequent years.

In June of 2018 the City of Camarillo unanimously approved a term sheet and rental agreement for kidSTREAM to take over the former library site to build an educational and regional children's museum. In December of 2019 the City extended its agreement with kidSTREAM through April of 2022.

In November 2020, the City Manager and Planning Staff met with kidSTREAM to discuss the concept of the Development Project and kidSTREAM's plans to begin construction on outside exhibits. City staff continues to work with kidSTREAM providing a pre-application meeting and a review of the concept plans, in advance of the application identifying concerns that can be addressed early in planning and design phase to include parking.

## **ANALYSIS**

On March 24, 2021, the City approved that kidSTREAM would acquire the property from the City as a donation rather than a sale. The grant deed will state that the property will be a children's museum unless otherwise agreed in writing by the City which is recorded with the Ventura County Recorder's Office. The City acknowledges that the proposed use of the Property as a museum is consistent with the current General Plan and zoning ordinances subject to approval of a Conditional Use Permit by the Planning Commission.

A "Conditional Use" is a land use the city permits in a zoning district only when the applicant meets certain standards. The zoning ordinance typically sets out general standards that apply to all conditional uses, and specific standards that apply to a particular conditional use in a given zoning district. Currently, kidSTREAM is working with the City of Camarillo to finalize this process.

The City is requiring kidSTREAM to submit an application for a Conditional Use Permit as part of the CEQA process. The City performed an initial park calculation and confirmed that there are not enough parking spaces for kidSTREAM in their current designated parking lot. Therefore, an MOU will be required at some juncture as this process continues. In order for kidSTREAM to continue the current process with the City they are in need of the District approving a consent to complete the Conditional Use Permit application with the understanding that the District and kidSTREAM will enter into an agreement stating terms, conditions, and any relevant permit conditions of approval for shared and parking lot expansion.

## **FISCAL IMPACT**

There is no fiscal impact associated with this action.

## **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.

## **RECOMMENDATION**

It is recommended the Board of Directors approve and authorize the General Manager to submit a letter to the City of Camarillo authorizing kidSTREAM to submit a Conditional Use Permit application.

## **ATTACHMENTS**

- 1) Support Letter from kidSTREAM (1 page)
- 2) Letter to kidSTREAM to Proceed (1 page)
- 3) Letter to City of Camarillo (1 page)
- 4) Map of Parking Area (1 page)

kidSTREAM Children's Museum  
3100 E. Ponderosa Drive  
Camarillo, CA 93010

January 21, 2022

Chair Kelley & PVRPD Board Members  
1605 East Burnley Street  
Camarillo, CA 93010

Dear Chair Kelley and PVRPD Board Members,

kidSTREAM Children's Museum is privileged to work with the Pleasant Valley Recreation and Parks team to positively impact our community's quality of life and assist in achieving PVRP's strategic goals. Our goal is to open and operate a functioning children's museum for the 850,000+ residents of our community. The City of Camarillo recently made a major investment in our future by agreeing to provide the former City Library to kidSTREAM, which required us to undertake the California Environmental Quality Act and Conditional Use Permit process which will ensure that we are not negatively impacting the environment of our community.

kidSTREAM's next step is to obtain a letter of support from the PVRPD Board of Directors to allow us to move forward with the Conditional Use Permit process. Eventually, we will need to establish a mutually beneficial parking memorandum of understanding, but for now, the City needs to know that you support our moving forward with the Conditional Use Permit process.

I humbly request that you will approve and provide kidSTREAM with a letter of support so that we can continue our partnership and positively impact the community. Should you have any questions or concerns, I will make myself available to provide answers. Thank you for improving the quality of life for all members of our community.

Best,



Michael Shanklin  
Executive Director  
kidSTREAM Children's Museum  
661-289-1369  
[michael.shanklin@kidstream.org](mailto:michael.shanklin@kidstream.org)



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

February 3, 2022

Michael Shanklin  
Executive Director  
**kidSTREAM**  
3100 E. Ponderosa Drive, Camarillo CA 93010

Dear Michael,

Pleasant Valley Recreation & Park District authorizes kidSTREAM to submit a Conditional Use Permit application, that will include improvements located on Pleasant Valley Recreation & Park District property.

The description and terms of use of the property will be formalized in a separate agreement between kidSTREAM and PVRPD, pending Park District Board approval.

Thank you,

---

*Mary Otten*

---

*Date*



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

February 3, 2022

Jackie Lee  
Principal Planner  
City of Camarillo  
601 Carmen Dr #6034, Camarillo, CA 93010

Dear Jackie,

Pleasant Valley Recreation & Park District authorizes kidSTREAM to submit a Conditional Use Permit application, that will include improvements located on Pleasant Valley Recreation & Park District property.

The description and terms of use the property will be formalized in a separate agreement between kidSTREAM and PVRPD, pending Park District Board approval.

Thank you,

---

*Mary Otten*

---

*Date*



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Katlyn Simber-Clickener, CPRP, Development Analyst**

**DATE: February 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR BIDS FOR A PREFABRICATED BUILDING TO REPLACE THE GARAGE STRUCTURE FOR A NATURE EDUCATION CLASSROOM AT CAMARILLO GROVE PARK**

**SUMMARY**

The Foundation for Pleasant Valley Recreation and Parks (“Foundation”) has been raising funds and working with an architectural firm regarding the renovation of the Camarillo Grove house and garage structures since 2017. At this juncture, the Foundation is ready to embark on replacing the garage with a prefabricated building to be used as a Nature Education Classroom. This project will be paid for by the Foundation and the bidding process and project management will be run by the Pleasant Valley Recreation and Park District.

**BACKGROUND**

The Foundation has spent the last five (5) years dedicated to raising funds to turn the house and garage at Camarillo Grove Park into a Nature Education Center. The Foundation started their approach with having design work completed by Lauterbach & Associates, Architects, Inc. in 2017. The initial step is to convert the garage structure into a Nature Education classroom which would be able to host approximately 30 people. Due to COVID-19, the Foundation had not been raising funds during the 2020 and part of the 2021 fiscal years. After revisiting the plans and cost, the Foundation Board has made the recommendation (due to increasing construction cost and funds available) to place a prefabricated building in place of the garage.

The Foundation Board has approved the request for bid documents for the prefabricated Nature Education Classroom. Once the bids are returned staff will be working with the Foundation to review the bids prior to coming back to the District Board for final contract approval.

**ANALYSIS**

In April 2021 the Foundation Board revisited the Nature Education Build Project at Camarillo Grove Park. The recommendation was to reengage with Lauterbach & Associates, Architects, Inc. to assess costs of completing just the garage portion of the project.

In October of 2021 the Foundation Board revisited the fees associated in redesigning and constructing a replacement building for the garage at Camarillo Grove Park. The funds needed for

the architect and construction costs are estimated to be around \$100,000 simply for the garage area. As this exceeds the Foundation's current budget, the Foundation Board has recommended removing the existing garage structure and replacing it with a prefabricated building. Estimation of the project costs are around \$50,000 once building, permits, and interior items are completed.

As listed in the bid specifications, the new prefabricated building will slightly expand the current footprint of the garage. District staff have reviewed the expansion of the footprint and agree that the current area can accommodate this structure. The new building will meet ADA standards and be used for Nature Education with all current items being stored elsewhere on the property.

The Foundation Board is aware that the prefabricated building consists of only the building itself and will not include electrical, any installation, or any design/décor items inside the building. The Foundation will work with local partners and District staff to finalize those items once the prefabricated building is in place.

The bid invitation will open on February 4, 2022, at 10:00 a.m. and close on March 7, 2022 at 12:00 p.m.

#### **FISCAL IMPACT**

At this time there is no fiscal impact associated with this action. When the bid is accepted, the Foundation Board is prepared to reimburse the District for funds spent.

#### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

#### **RECOMMENDATION**

It is recommended that the Board review and approve the request for bids for building and delivering a prefabricated building at Camarillo Grove Park to serve as a Nature Education Classroom.

#### **ATTACHMENTS**

- 1) Request for Bids for Prefabricated Nature Education Classroom (8 pages)
- 2) Bid Documents (74 pages)

**BID for  
a Prefabricated  
Building to Serve as a  
Nature Education  
Classroom**

**Invitation to Submit BID Proposal:  
Due March 7, 2022 at 12:00 pm**



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

**Katlyn Simber-Clickener**

**Development Analyst**

Pleasant Valley

Recreation & Park District

1605 E. Burnley Street

Camarillo, CA 93010

805-482-1996 ext. 107

[ksimber@pvrpd.org](mailto:ksimber@pvrpd.org)

[www.pvrpd.org](http://www.pvrpd.org)

## **Introduction**

The Pleasant Valley Recreation and Park District ("District") is seeking bid documents from experienced and qualified professional firms ("Builder/Contractor") to build, deliver, and construct a prefabricated building to serve as a Nature Education Building.

## **Project Background**

In 2014 the District formed a non-profit 510(c)3 entitled Foundation for Pleasant Valley Recreation and Parks ("Foundation"). The Mission of the Foundation is to provide volunteer, charitable, and financial support for public parks, facilities, and recreation programs that benefit Pleasant Valley Recreation & Park District.

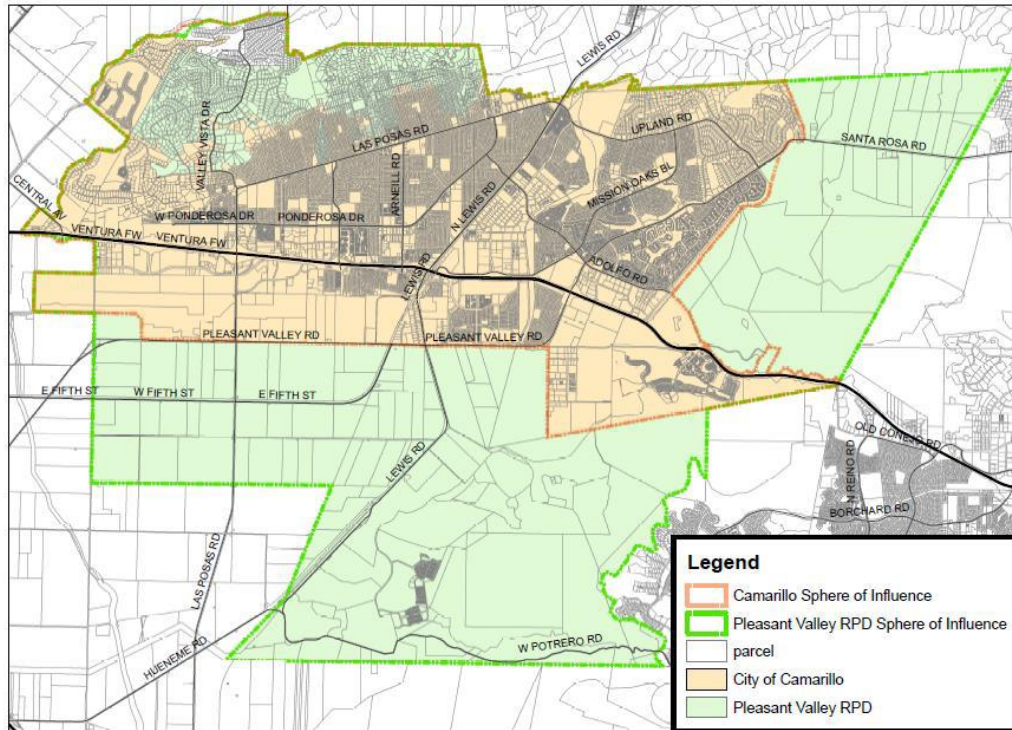
In keeping with that Mission the Foundation has spent the last six (6) years raising funds to turn a caretakers house and garage located at Camarillo Grove Park into a Nature Education Center. The Foundation has currently raised enough funds to replace the existing garage with a prefabricated building. As keeping with the District and Foundation goals this is the next step for District Recreational Outdoor Education Programming that is currently funded by a State Habitat Conservation Fund Grant.

## **District Background**

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



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



### Project Goal

The Pleasant Valley Recreation & Park District (PVRPD) is soliciting BID Proposals to purchase a prefabricated building that will need to be designed, and constructed on site to replace an existing garage structure.

### Project Scope

The Scope of Work will encompass working closely with the Board of Directors, the Foundation Board and District staff to develop a final Nature Education Classroom.

#### Minimum Building Requirements:

- A ranch style wood framed building that is 18 feet wide by 20 feet deep to include a pitched roof with sustainable roofing material.
- Building needs to have double barn doors in the front ranging between 6 and 8 feet wide.
  - Must be installed with structure installation/construction
  - Doors will be located on the front side of the structure
- Building needs to have a residential door installed on the right side of the building to provide an access point.
- Building will need to have 2-4 Horizontal Transom windows on the left side of the building to provide lighting.
  - Windows need to be no larger than 41" by 8"
  - Windows must be high enough to not disrupt display space on the interior
- Include Horizontal Lap Siding that is sustainable and will aid in the prevention of destruction by wildlife.

- Include proper ventilation/vents as needed for the size of the building.
- Building must be installed at the Camarillo Grove Park location of 6968 E. Camarillo Spring Rd. Camarillo, CA 93012 by Builder/Contractor.
- Include an interior house wrap to include moisture seal for the future installment of installation, electrical, and drywall.

**Optional Building Requirements:**

- Installation of two (2) – 2-foot by 4-foot skylights that will be located on the right side of the pitched roof.
- Installation of 1-2 windows on the back of the building high enough to not disrupt display space on the interior.

The District anticipated that the above Scope will require the items noted below. If the Builder/Contractor recommends that additional tasks are warranted, they must be clearly identified in the Builder/Contractor's BID Proposal.

**Builder/Contractor Requirements:**

- Conduct Kick Off meeting with District staff and/or Board to refine the project scope, purpose, uses and goals of the District's development. Review project schedule and answer any questions pertaining to the successful development of the building.
- Meet with staff and conduct interviews as needed to gain an understanding of the District's processes and operations.
- Identify and clarify existing and applicable city, county, and District standards (including references to the General Plan(s), Master Plan(s), Specific Plan(s) and Municipal Code(s) within the District's service area) and acceptable levels of service for specific facilities and functions, and the related fees for public safety services.
- Alert the District of other matters that come to the attention of the Builder/Contractor in the course of this evaluation that in Vednor's professional opinion the District should consider.
- Participate in presentations to Board of Directors, Foundation Board of Directors and District Staff or other interested parties as deemed necessary by District (ex.: District Board of Directors). Collect and document comments and concerns from staff and the Board members and incorporate those comments as directed. Assist with development of staff reports, resolutions/ordinances and related presentations.
- Prepare a final study and provide one (1) digital file copy in PDF format and one (1) editable digital file copy to the District and/or Foundation.

**Submission Requirements**

Interested proposers must submit an electronic version (PDF and Microsoft Word format) of the BID documents on or before the deadline containing the following information to the District to be considered a viable candidate for this contract. The electronic version can be emailed to [ksimber@pvrpd.org](mailto:ksimber@pvrpd.org). BID Proposals shall not exceed 25 pages, including any attachments, and any BID Proposals that do not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee (Foundation Board Members)



- a. The BID Proposal must contain a transmittal letter, signed by an official authorized to commit the Builder/Contractor to the representations, commitments, and statements contained in both the BID and contract. This should include the name, mailing address, email address, and phone number of the Builder/Contractor's primary contact person for the proposal. The letter must convey a basic understanding of the prospective project and its key objectives.

## 2. Description and Qualifications of the Firm

- a. Provide a description of the Builder/Contractor's qualifications and experience on projects of similar nature to those described in the BID proposal.

## 3. Reference

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

## 4. Scope of Work and Schedule

- a. A clear and concise statement of the proposer's understanding of the nature and extent of the services required.
- b. Describe the recommended approach, timeline and work plan to include major and subtasks.
- c. Identify any suggested modification to the scope of work listed above and detail and specify tasks the Builder/Contractor will perform versus tasks District Staff will perform or coordinate.

## 5. Cost BID/Schedule of Fees

- a. Provide an all-inclusive cost BID for all proposed services, including Builder/Contractor's partnering firms total cost and incidental expenses.
- b. If the fee is based on hourly rates, include rates for all team members, the expected range of billable hours, and a "not to exceed" budget.
- c. Project costs are to be broken out and to include all expenses that will be charged to the District.
- d. Provide proposed incremental costs for any optional services, or other variability in services, particularly the cost for additional presentations beyond a minimum of three.
- e. A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District.

Questions about this BID process should be directed to Katlyn Simber-Clickener at 805 482-1996 extension 107 or [ksimber@pvprd.org](mailto:ksimber@pvprd.org).

## BID PROCESS AND CALENDAR

Distribution of BID Documents	February 4, 2022
BID submission	March 7, 2022 at noon
Review of BID Documents by Foundation Board	March 9, 2022
Board Approval	April 6, 2022
Expected Signing of Contract	April 8, 2022

## BID DEADLINE

The deadline for the BID proposals is **Monday, March 7, 2022, at noon**. BIDs must be submitted to [ksimber@pvrpd.org](mailto:ksimber@pvrpd.org). Late submissions after the deadline will not be accepted.

## Acceptance of BID Contents

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

## Acceptance or Rejection and Negotiation of BID Proposals

The District reserves the right to reject any or all BIDs, to waive non-material irregularities or information in the request for BIDs, and to accept or reject any item or combination of items. By requesting BIDs, 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 BID proposal. Furthermore, the District reserves the right to reject any and all BID proposals prior to the execution of the contract(s), with no penalty to the District. Failure to meet the requirements for the BID documents can be cause for rejection of the BID proposal.

## **EVALUATION PROCESS**

The BID Proposals for the Prefabricated Nature Education Classroom will be evaluated by the Foundation Board and designated staff. If your BID is accepted, the District may elect to set up interviews to help identify the most qualified Builder/Contractor. Evaluation considerations will include the following:

- Responsiveness of the BID in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- Cost. Although cost is a significant factor, other factors will be considered.
- Technical experience and professional qualifications of the Builder/Contractor.
- Overall project design and methodology

## **ADDITIONAL INFORMATION**

All responses to this BID request will become the property of District. All BID Proposals and any subsequent contract will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250-6270, once the District has awarded the contract resulting from this solicitation.

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

## Appendix A

### INSURANCE REQUIREMENTS FOR BUILDER/CONTRACTORS

#### I. VERIFICATION OF COVERAGE

Builder/Contractor shall furnish the District with original certificates and endorsements affecting coverage required. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. The District requires a minimum of \$1 million in professional/general liability insurance per occurrence. (See B-5 of Bid Specs for more info.)

#### II. INDEMNIFICATION AND HOLD HARMLESS

Builder/Contractor 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 Builder/Contractor 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 Builder/Contractor 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 Builder/Contractor 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 Builder/Contractor 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 Builder/Contractor 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, Builder/Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Builder/Contractor or any employee, agent, or subcontractor of said Builder/Contractor 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, Builder/Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Builder/Contractor 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.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**NATURE CENTER PROJECT**

**FISCAL YEAR 2021/2022**

**SPEC NO 22-1.**

**BID OPENING: Monday March 7, 2022, AT 12:00 P.M.**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**NATURE CENTER  
SPEC NO 22-1.**

**FISCAL YEAR 2021-2022**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

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\_\_\_\_\_  
\_Katlyn Simber-Clickener\_\_\_\_\_ (name) Date \_\_\_\_\_  
(title)

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**NATURE CENTER PROJECT**

**SPEC NO 22-1**

**FISCAL YEAR 2021-2022**

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

**FOR THE**

**NATURE CENTER PROJECT  
SPEC NO 22-1.**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **12:00 P.M. Monday, March 7, 2022**, at which time they will be publicly opened and read aloud in the Conference Room, **Camarillo, California**, for performing the following work:

**NATURE CENTER PROJECT  
SPEC NO 22-1.**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words “**NATURE CENTER PROJECT, SPEC. NO. 22-1**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Katlyn Simber-Clickener, 1605 E. Burnley Street, Camarillo, CA 93010.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **NATURE CENTER PROJECT**. The work will take place at 6968 Camarillo Springs Rd in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This NATURE CENTER PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE ENGINEER’S ESTIMATE FOR THIS NATURE CENTER PROJECT IS: \$30,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **NINETY (90) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

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

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District’s website at: <http://www.pvrpd.org/>. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed.



If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure

payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

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

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

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

**BID QUESTIONS:** All bid questions shall be submitted by email to [ksimber@pvrpd.org](mailto:ksimber@pvrpd.org), for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrpd.org/>) within 24 hours after bid opening.

## INSTRUCTIONS TO BIDDERS

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **NATURE CENTER PROJECT, SPEC NO 22-1**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.

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

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

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

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

**BIDDER'S EXAMINATION OF SITE:** Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such

examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

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

**TAXES:** No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

**RETURN OF BID GUARANTIES:** Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

**AWARD OF CONTRACT:** Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the District on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

**INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.**

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District:

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

**Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

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

made payable to the District. The District will act as a fiduciary for all other interests in the NATURE CENTER PROJECT.

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

#### **Other provisions or requirements**

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

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

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage

Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

**OTHER PERMITS, FEES, AND LICENSES:** The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**NATURE CENTER PROJECT**

**SPEC NO 22-1.**

**FISCAL YEAR 2021-2022**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE  
NATURE CENTER PROJECT**

**SPEC NO 22-1.**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**NATURE CENTER PROJECT, SPEC NO 22-1.**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**NATURE CENTER PROJECT, SPEC NO 22-1.**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**NATURE CENTER PROJECT  
SPEC NO 22-1.**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Wood Frame Ranch Style Garage 18ft x 20 ft	1				
2.	Double Barn Doors ranging 6'-8'	1				
3.	Residential Door on side	1				
4.	Black Hardware for All Doors	4				
5.	Horizontal Transom Windows on the back and side 41in x 8 in	6				
6.	House Wrap	App 700 sq ft				
7.	Horizontal Lap Siding	App 700 sq ft				
8.	Sustainable Roofing Material	App 500 sq ft				
9.	2ft x 4ft skylights	2				
10.	Proper Ventilation Vents	4				
11.						
12.						
13.						
14.						
15.						

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

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_



**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**BID BOND**  
(10% of the Bid Amount)

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

and will furnish all required certificates of insurance and bonds as required by the Contract.

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

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

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

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

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

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(8) Number of years of experience as a Contractor in construction work. \_\_\_\_\_

(9) List at least three (3) completed PROJECTs completed in the last 12 months:

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

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

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

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

Date of Inspection: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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



**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_ ) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

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

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

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**State License Number and Classification**

\_\_\_\_\_  
**Street Address City State Zip Code**

\_\_\_\_\_  
**Telephone Number**



**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## AGREEMENT

**THIS AGREEMENT**, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and \_\_\_\_\_ hereinafter referred to as the "**Contractor**".

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "NATURE CENTER PROJECT, SPEC NO 22-1." and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** All work to be done under this contract shall be completed within **NINETY (90) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

**ARTICLE IV:** The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VI:** Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

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

Dated \_\_\_\_\_, 20\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_





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

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

**NATURE CENTER PROJECT**

**SPEC NO 22-1.**

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

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

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

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

**Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information”** states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

### **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS NATURE CENTER PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

**SCOPE OF WORK:** This NATURE CENTER PROJECT will be constructed on site within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

**LOCATION OF WORK:** The work will take place at 6968 Camarillo Springs Rd in Camarillo, California.

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

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

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

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

**MONIES MAY BE RETAINED:** The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

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

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

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

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

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

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

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

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein,

and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

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

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

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works NATURE CENTER PROJECT.

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

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

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

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



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

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

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

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

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

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

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

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

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

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

**CONSTRUCTION SCHEDULES:** Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the NATURE CENTER PROJECT schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time NATURE CENTER PROJECT completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

**EQUIVALENT MATERIALS:** Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for

complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

## **SPECIAL PROVISIONS**

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

### **NATURE CENTER PROJECT**

#### **SPEC NO 22-1**

#### **FISCAL YEAR 2021-2022**

#### **1. GENERAL**

**A. THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the NATURE CENTER PROJECT Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

**B. DEFINITION OF TERMS:** Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**C. SCOPE AND CONTROL OF THE WORK:**

NATURE CENTER PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications. N/A

**2.5 PLANS AND SPECIFICATIONS**

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the NATURE CENTER PROJECT site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

**2-5.4 Record Drawings.**

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within **NINETY (90) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

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

**E. FINAL INVOICE AND PAYMENT:**

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

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

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

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

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

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

**I. UNPAID CLAIMS:** If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

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

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

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the NATURE CENTER PROJECT without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

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

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

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

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

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

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

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

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

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

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

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

[2] Perform work the Engineer deems necessary to secure the NATURE CENTER PROJECT for termination.

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

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

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.



[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on NATURE CENTER PROJECTS as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the NATURE CENTER PROJECT for termination, he or she will recommend that the

Engineer formally accept the contract, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the NATURE CENTER PROJECT by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the NATURE CENTER PROJECT for termination. Reasonable cost will include a reasonable allowance for NATURE CENTER PROJECT overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all

amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

**O. TRENCHING:** In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the NATURE CENTER PROJECT involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**P. CHANGES IN WORK:**

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

]

**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not

comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the NATURE CENTER PROJECT specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

**R. LIQUIDATED DAMAGES:** Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

**S. CONFERENCES AND MEETING:** When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

**T. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

**“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works NATURE CENTER PROJECTs; claims process**

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works NATURE CENTER PROJECT in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works NATURE CENTER PROJECT.
- (c) For purposes of this section:
  - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works NATURE CENTER PROJECT.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works NATURE

CENTER PROJECT and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works NATURE CENTER PROJECT.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any NATURE CENTER PROJECT under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any NATURE CENTER PROJECT under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any NATURE CENTER PROJECT under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any NATURE CENTER PROJECT under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any NATURE CENTER PROJECT under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other NATURE CENTER PROJECTs.
  - (vii) The High-Speed Rail Authority.
- (4) “Public works NATURE CENTER PROJECT” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.



(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works NATURE CENTER PROJECT that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2023, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2023, deletes or extends that date."

## **RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:**

### **“20104. Application of article; provisions included in plans and specifications**

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.”

### **“20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or

within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

**“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal,

and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

**“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

**W. WORKING HOUR RESTRICTIONS:** Eight hours' labor is a legal day's work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required

or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

**X. EXAMINATION AND AUDIT:** All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

**Y. DELAYS AND EXTENSIONS OF TIME**

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

**Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

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

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the NATURE CENTER PROJECT area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

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

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

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

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

## **2. PUBLIC CONVENIENCE AND SAFETY**

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

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

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

**B. UTILITIES:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the NATURE CENTER PROJECT, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners

on behalf of the contractor for this NATURE CENTER PROJECT work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

**C. LOCATION:** The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

**D. RELOCATION:** The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the NATURE CENTER PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

**E. DELAYS:** The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

**F. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the NATURE CENTER PROJECT shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

**G. WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

**H. NATURE CENTER PROJECT APPEARANCE:** The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction.



Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

**K. SANITARY CONVENIENCE:** Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

**M. RESPONSIBILITY OF THE DISTRICT:** The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

**N. RECYCLING OF MATERIALS:** Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing NATURE CENTER PROJECT name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

**O. TRAFFIC AND ACCESS:** *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the NATURE CENTER PROJECT area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

**P. STREET CLOSURES, DETOURS, BARRICADES, PARKING:** Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

## TECHNICAL PROVISIONS

### PLEASANT VALLEY RECREATION & PARK DISTRICT

### NATURE CENTER PROJECT

#### SPEC NO 22-1

##### Minimum Building Requirements:

- A ranch style wood framed building that is 18 feet wide by 20 feet deep to include a pitched roof with sustainable roofing material.
- Building needs to have double barn doors in the front ranging between 6 and 8 feet wide.
  - Must be installed with structure installation/construction
  - Doors will be located on the front side of the structure
- Building needs to have a residential door installed on the right side of the building to provide an access point.
- Building will need to have 2-4 Horizontal Transom windows on the left side of the building to provide lighting.
  - Windows need to be no larger than 41” by 8”
  - Windows must be high enough to not disrupt display space on the interior
- Include Horizontal Lap Siding that is sustainable and will aid in the prevention of destruction by wildlife.
- Include proper ventilation/vents as needed for the size of the building.

##### Optional Building Requirements:

- Installation of two (2) – 2-foot by 4-foot skylights that will be located on the right side of the pitched roof.
- Installation of 1-2 windows on the back of the building high enough to not disrupt display space on the interior.

**Vendor Requirements:**

- Conduct Kick Off meeting with District staff and/or Board to refine the project scope, purpose, uses and goals of the District's development. Review project schedule and answer any questions pertaining to the successful development of the building.
- Meet with staff and conduct interviews as needed to gain an understanding of the District's processes and operations.
- Identify and clarify existing and applicable city, county, and District standards (including references to the General Plan(s), Master Plan(s), Specific Plan(s) and Municipal Code(s) within the District's service area) and acceptable levels of service for specific facilities and functions, and the related fees for public safety services.
- Alert the District of other matters that come to the attention of the consultant in the course of this evaluation that in consultant's professional opinion the District should consider.
- Participate in presentations to Board of Directors, Foundation Board of Directors and District Staff or other interested parties as deemed necessary by District (ex.: District Board of Directors). Collect and document comments and concerns from staff and the Board members and incorporate those comments as directed. Assist with development of staff reports, resolutions/ordinances and related presentations.
- Prepare a final study and provide one (1) digital file copy in PDF format and one (1) editable digital file copy to the District and/or Foundation.

APPENDIX A

**CONSTRUCTION DRAWINGS**

**N/A**

**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: February 3, 2022**

**SUBJECT: CONSIDERATION OF PROPOSED CELL TOWERS AT  
BOB KILDEE AND FREEDOM PARKS**

**SUMMARY**

The District has been approached by Eukon Group (EUKON) who represents DISH Wireless L.L.C. (DISH) and New Cingular Wireless PCS, LLC (by AT&T Mobility Corporation) (AT&T) to build two new cell phone antennas at two of Pleasant Valley Recreation & Park District (District) parks. The DISH antennae is proposed to be located at Bob Kildee, and the AT&T antennae is proposed to be located at Freedom Park. EUKON is requesting a Letter of Authorization from the District to start the zoning process with all applicable jurisdictions.

**BACKGROUND**

The District currently has three cell tower leases at the following properties: Mission Oaks (2), and Bob Kildee (1). As part of the lease agreements, the District receives \$91,704 annually in lease revenue.

The District has been approached by Eukon with proposals to install two new cell phone towers at Bob Kildee and Freedom Parks. To reach this point, District staff met with representatives from Eukon at both locations for site inspections to scout for appropriate locations that both meet Eukon and District needs. On January 4, 2022, the District received project plan proposals for both locations. On January 6, 2022, Park and Administration staff reviewed the project plan proposals and recommended presenting the plans to the PVPRD Board to approve a Letter of Authorization to start the zoning process with all applicable jurisdictions.

**ANALYSIS**

**Bob Kildee Park:** The proposed site of the DISH cell tower is located at an existing light pole location on the west end of Field 1, Hibbits Field. Next to the restroom, a 12-foot by 12-foot wide, 8-foot high enclosure will be constructed matching the surrounding building house telecommunication equipment. New underground fiber cables will run from the existing telecommunication cabinet inside the Aquatic Center.

**Freedom Park:** The proposed site for the AT&T cell tower is located at an existing light pole near the west side of 3<sup>rd</sup> base at Freedom Field #1, Pinto. Located just north of Freedom Field #1, a 15-foot by 20-foot, 7-foot high enclosure will be constructed to house telecommunication equipment.

Eukon needs a Letter of Authorization from the landlord, PVPRD, to start the land use and building permit application(s) to obtain approval from applicable jurisdictions to install its antennae and related telecommunication equipment.

This is the first step in the process of the approval of placing the new cell towers. Once it is determined that these towers are feasible at their proposed locations, the District will enter into lease term negotiations. As part of the negotiations, District staff plan on requesting the build of adjacent trash enclosures (proposed capital improvement project) at both the Bob Kildee Park and Freedom Park sites.

### **FISCAL**

No fiscal impact at this time.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.3 Identify additional sources of revenue to reduce the reliance on property tax.

### **RECOMMENDATION**

It is recommended that the Board approve the General Manager to sign the Letters of Authorization for the proposed antennae and related telecommunication equipment located at Freedom Park and Bob Kildee Park.

### **ATTACHMENTS**

- 1) Freedom Park AT&T Diagrams (6 pages)
- 2) Freedom Park AT&T Letter of Authorization (1 page)
- 3) Bob Kildee Park DISH Diagrams (9 pages)
- 4) Bob Kildee Park DISH Letter of Authorization (1 page)



IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

ZONING DRAWING

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 1. 2019 CALIFORNIA ADMINISTRATIVE CODE
2. 2019 CALIFORNIA BUILDING CODE
3. 2019 CALIFORNIA ELECTRIC CODE
4. 2019 CALIFORNIA MECHANICAL CODE
5. 2019 CALIFORNIA PLUMBING CODE
6. 2019 CALIFORNIA FIRE CODE
7. ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
8. CITY/COUNTY ORDINANCES

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION AND IS EXEMPT FROM ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH 2019 CALIFORNIA BUILDING CODE SECTION 11B-203.5

ENGINEERING

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.

GENERAL NOTES



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN CALIFORNIA (SOUTH), CALL DIG ALERT... TOLL FREE: 1-800-422-4133 OR www.digalert.org

Know what's below. Call before you dig.

PROPERTY OWNER: --
ADDRESS: --
PHONE: --
APPLICANT: AT&T
ADDRESS: 1452 EDINGER AVENUE TUSTIN, CA 92780
APPLICANT REPRESENTATIVE: EUKON GROUP
ADDRESS: 65 POST SUITE 1000 IRVINE, CA 92618
LATITUDE (NAD 83): 34° 12' 25.46" N, (34.207072)
LONGITUDE (NAD 83): 119° 05' 12.98" W, (-119.086939)
GROUND ELEVATION (NAVD 88): 64.18'
APN #: 230-003-0140
ZONING JURISDICTION: VENTURA COUNTY
OCCUPANCY: --
CONSTRUCTION TYPE: --
LEASE AREA: 15' x 20'

SITE INFORMATION

PROJECT MANAGER: AT&T MOBILITY, LA MARKET
A&E CONTACT: EUKON
CONTACT: RYAN K YOUNG
PHONE: (714) 488-4029
EMAIL: ry456p@us.att.com
LEASING: EUKON
CONTACT: JERRY AMBROSE
PHONE: (805) 637-7407
EMAIL: jambrose@wireless01.com
RF ENGINEER: AT&T
CONTACT: SANDEEP MANGAT
PHONE: (530) 540-4201
EMAIL: sm2840@att.com

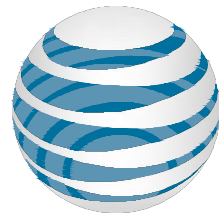
PROJECT TEAM

SITE NUMBER: CSL05798

PACE# MRLOS082408

FA#: 13024016

USID: 313482



at&t

PROJECT: NEW SITE BUILD (NSB)

LTE-1C/2C/3C/4C/5C/6C/7C

SITE TYPE: RAWLAND

SITE ADDRESS: 275 PLEASANT VALLEY RD.
CAMARILLO, CA. 93010



VICINITY MAP

AERIAL MAP

DIRECTIONS FROM AT&T OFFICE:

1452 EDINGER AVE, TUSTIN, CA 92780

GET ON CA-55 N/STATE RTE 55 N FROM EDINGER AVE. TAKE EXIT 108 FOR I-5 N TOWARDS SANTA ANA. MERGE ONTO I-5 N. KEEP LEFT ON FOR TO CONTINUE ON US-101 N. FOLLOW SIGNS FOR LOS ANGELES N/ CIVIC CTR. KEEP LEFT TO STAY ON US-101N. USE RIGHT 3 LANES TO TAKE THE US-101 N EXIT TOWARD VENTURA/ VENTURA FWY. TAKE EXIT 55 FOR LAS POSAS RD. USE LEFT 2 LANES TO TURN LEFT ONTO LAS POSAS RD. TURN RIGHT ONTO PLEASANT VALLEY RD. TURN RIGHT ONTO FREEDOM DR. SITE IS LOCATED ON RIGHT HAND SIDE.

DRIVING DIRECTIONS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

Table with columns: APPROVED BY, INITIALS, DATE. Rows for AT&T RF ENGINEER, AT&T OPERATIONS, SITE ACQUISITION MANAGER, PROJECT MANAGER, ZONING VENDOR, LEASING VENDOR, CONSTRUCTION MANAGER, AVE MANAGER, PROPERTY OWNER.

APPROVALS

AT&T WIRELESS PROPOSES TO CONSTRUCT A WIRELESS INSTALLATION. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- DROP AND SWAP EXISTING FIELD LIGHT WITH NEW 90' HIGH LIGHT STANDARD.
RELOCATE EXISTING LIGHT FIXTURES AT SAME HEIGHT ON NEW LIGHT STANDARD.
INSTALL (4) PANEL ANTENNAS PER SECTOR, (12) TOTAL.
ANTENNAS TO BE LOCATED ABOVE LIGHTS AT 86' RAD. CENTER
INSTALL (6) RADIO UNITS PER SECTOR, (18) TOTAL ON NEW LIGHT STANDARD
INSTALL (1) DC9s PER SECTOR, (3) TOTAL ON NEW LIGHT STANDARD
INSTALL CMU BLOCK WALL ENCLOSURE WITHIN LEASE AREA.
INSTALL OUTDOOR CABINETS W/ 20KW 125 GAL. GENERATOR.
INSTALL (1) DC12s PER SECTOR, (3) TOTAL AND (3) FIBER WINDER BOXES INSIDE NEW CMU ENCLOSURE
INSTALL (1) FIBER MMP HAND HOLE AT ROW TO SOUTH OF PROPERTY
INSTALL FIBER/POWER DROP ON EXISTING UTILITY POLE.
EXTEND EXISTING CHAINLINK FENCE TO LEASE AREA AFTER CONSTRUCTION

PROJECT DESCRIPTION

Table with columns: SHEET, DESCRIPTION, REV. Rows include T-1 TITLE SHEET, LS-1 TITLE SURVEY, LS-2 SURVEY NOTES, A-1 SITE PLAN, A-2 ENLARGED SITE PLAN, A-3 PROPOSED COMPOUND / EQUIPMENT LAYOUT, A-4 PROPOSED ANTENNA PLAN/ANTENNA AND RRU SCHEDULE, A-5 PROPOSED EAST AND NORTH ELEVATION.

SHEET INDEX

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DO NOT SCALE DRAWINGS

APPLICANT:



1452 EDINGER AVENUE, 3RD FLOOR TUSTIN, CA 92780

ENGINEER:



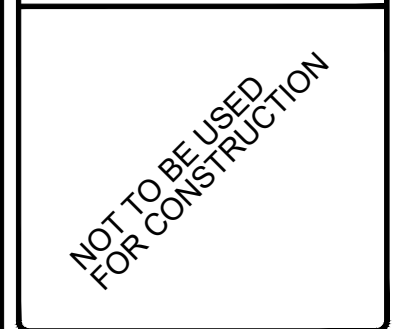
65 POST, SUITE 1000 IRVINE, CA 92615 TEL: (949) 553-8566 www.eukongroup.com

DRAWN BY: DW
CHECKED BY: DS

REVISIONS:

Table with columns: REV, DATE, DESCRIPTION. Row A: 12/29/21, 90% ZONING DRAWING.

LICENSE:



PROJECT INFORMATION:

CSL05798
275 PLEASANT VALLEY RD.
CAMARILLO, CA. 93010

SHEET TITLE:

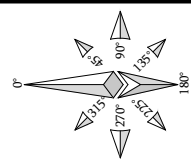
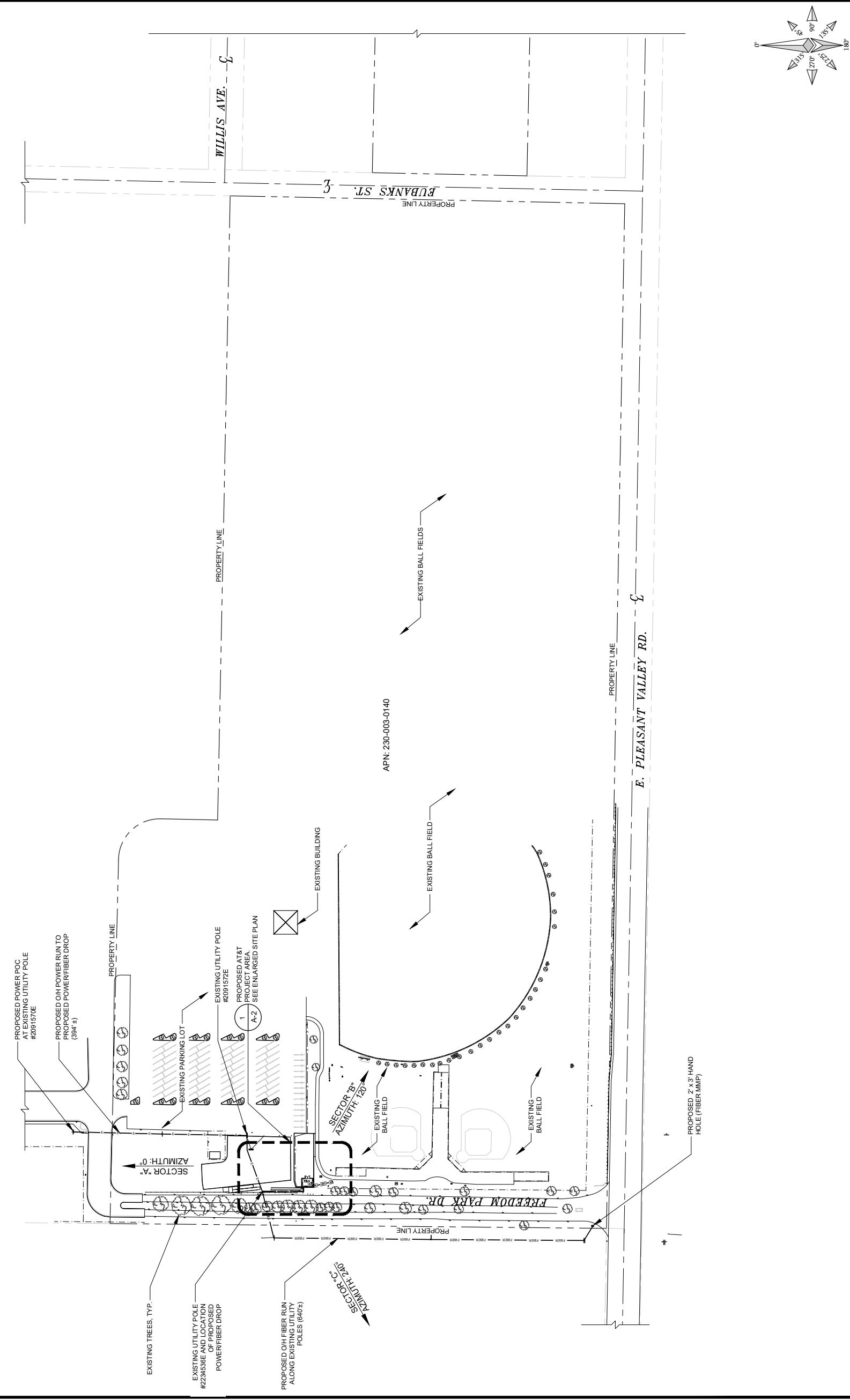
TITLE SHEET

SHEET NUMBER:

T-1

SCALE NOTE:  
IF DIMENSIONS SHOWN ON PLANS DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

NOTES:  
1. THIS IS NOT INTENDED TO BE A LAND SURVEY.  
2. ALL EQUIPMENT TO BE 1'-0" ABOVE GRADE.



APPLICANT:

The new at&t

1452 EDINGER AVENUE,  
3RD FLOOR  
TUSTIN, CA 92780

ENGINEER:

**Eukon**  
an SFC Communications, Inc. Company

65 POST SUITE 1000  
IRVINE, CA 92615  
TEL: (949) 553-8566  
www.eukongroup.com

DRAWN BY: DW  
CHECKED BY: DS

REVISIONS:

REV	DATE	DESCRIPTION
A	12/29/21	90% ZONING DRAWING

LICENSEE:

**NOT TO BE USED FOR CONSTRUCTION**

PROJECT INFORMATION:

CSL05798

275 PLEASANT VALLEY RD.  
CAMARILLO, CA. 93010

SHEET TITLE:

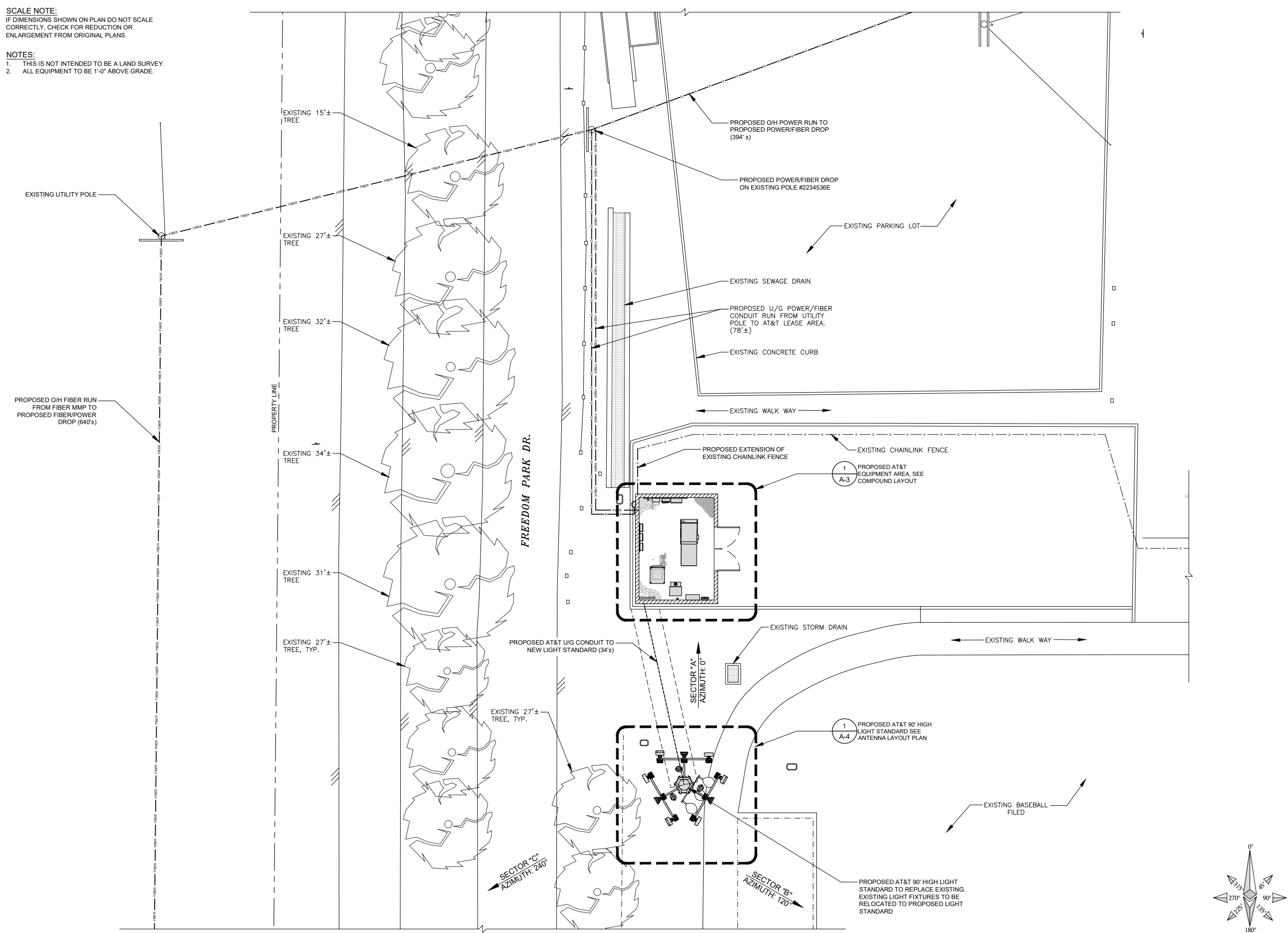
SITE PLAN

SHEET NUMBER:

**A-1**

SCALE NOTE:  
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE  
CORRECTLY, CHECK FOR REDUCTION OR  
ENLARGEMENT FROM ORIGINAL PLANS.

NOTES:  
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APPLICANT:



1452 EDINGER AVENUE,  
3RD FLOOR  
TUSTIN, CA 92780

ENGINEER:



65 POST, SUITE 1000  
IRVINE, CA 92815  
TEL: (949) 553-8566  
[www.eukongroup.com](http://www.eukongroup.com)

DRAWN BY: DW  
CHECKED BY: DS

REVISIONS:

REV	DATE	DESCRIPTION
A	12/29/21	90% ZONING DRAWING

LICENSEE:

NOT TO BE USED  
FOR CONSTRUCTION

PROJECT INFORMATION:

CSL05798  
275 PLEASANT VALLEY RD.  
CAMARILLO, CA. 93010

SHEET TITLE:

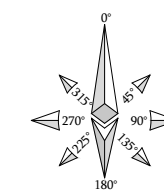
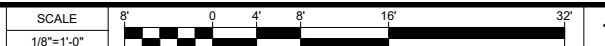
ENLARGED  
SITE PLAN

SHEET NUMBER:

A-2

243/260

ENLARGED SITE PLAN







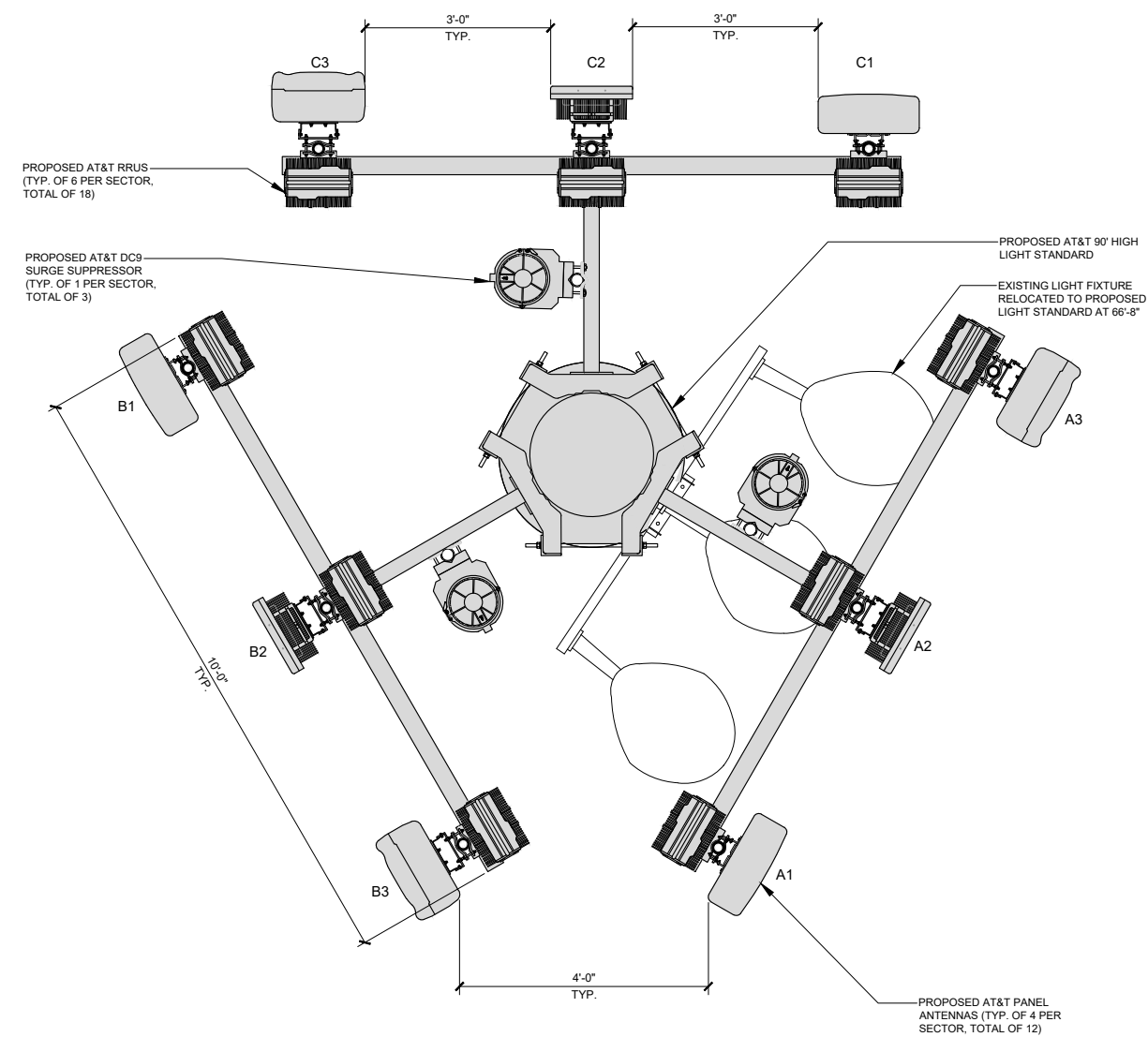
OPTIMUM ANTENNA REQUIREMENTS (VERIFY WITH CURRENT RFDS)								
SECTOR	TECHNOLOGY	ANTENNA MODEL	ANTENNA SIZE	ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION CABLE		
						LENGTH	NUMBER	
ALPHA SECTOR	A1	LTE	NNH4-65C-R6-V3	8'	0°	86'-0"	±130'	2 FIBER
	A2	CBAND	AIR6419 AIR6449 N77	2.5'	0°	86'-0"	±130'	2 FIBER
	A3	LTE	QD8612-7	8'	0°	86'-0"	±130'	2 FIBER
BETA SECTOR	B1	LTE	NNH4-65C-R6-V3	8'	120°	86'-0"	±130'	2 FIBER
	B2	CBAND	AIR6419 AIR6449 N77	2.5'	120°	86'-0"	±130'	2 FIBER
	B3	LTE	QD8612-7	8'	120°	86'-0"	±130'	2 FIBER
GAMMA SECTOR	C1	LTE	NNH4-65C-R6-V3	8'	240°	86'-0"	±130'	2 FIBER
	C2	CBAND	AIR6419 AIR6449 N77	2.5'	240°	86'-0"	±130'	2 FIBER
	C3	LTE	QD8612-7	8'	240°	86'-0"	±130'	2 FIBER

**NOTES TO CONTRACTOR**

- CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
- CABLE LENGTHS WERE DETERMINED BASED ON A VISUAL INSPECTION DURING SITE WALK. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
- CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).
- CONTRACTOR TO USE CABLES SPECIFIED (OR ENGINEER APPROVED EQUAL).

**SCALE NOTE:**  
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

**NOTE:**  
FAUX EUCALYPTUS FOLIAGE NOT SHOWN FOR CLARITY.



REMOTE RADIO UNITS						
SECTOR	RRU TYPE	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES			
			ABOVE	BELOW	SIDES	
ALPHA SECTOR	A1	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	A1	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	A2	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	A2	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	A3	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	A3	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
BETA SECTOR	B1	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	B1	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	B2	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	B2	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	B3	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	B3	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
GAMMA SECTOR	C1	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	C1	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	C2	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	C2	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	C3	ERICSSON RRUs (LTE)	±5'	16"	8"	0"
	C3	ERICSSON RRUs (LTE)	±5'	16"	8"	0"

SURGE SUPPRESSION SYSTEM				
SYSTEM	MANUFACTURER	PART NUMBER	QTY	LOCATION
	RAYCAP	DC12-48-60-0-25E	3	MOUNTED ON PROPOSED H-FRAME
	RAYCAP	DC9-48-60-24-8C-EV	3	MOUNTED ON PROPOSED LIGHT STANDARD

APPLICANT:

1452 EDINGER AVENUE,  
3RD FLOOR  
TUSTIN, CA 92780

ENGINEER:

an SFC Communications, Inc. Company  
65 POST, SUITE 1000  
IRVINE, CA 92815  
TEL: (949) 553-8566  
www.eukongroup.com

DRAWN BY: DW  
CHECKED BY: DS

REVISIONS:

REV	DATE	DESCRIPTION
A	12/29/21	90% ZONING DRAWING

LICENSEE:

NOT TO BE USED FOR CONSTRUCTION

PROJECT INFORMATION:

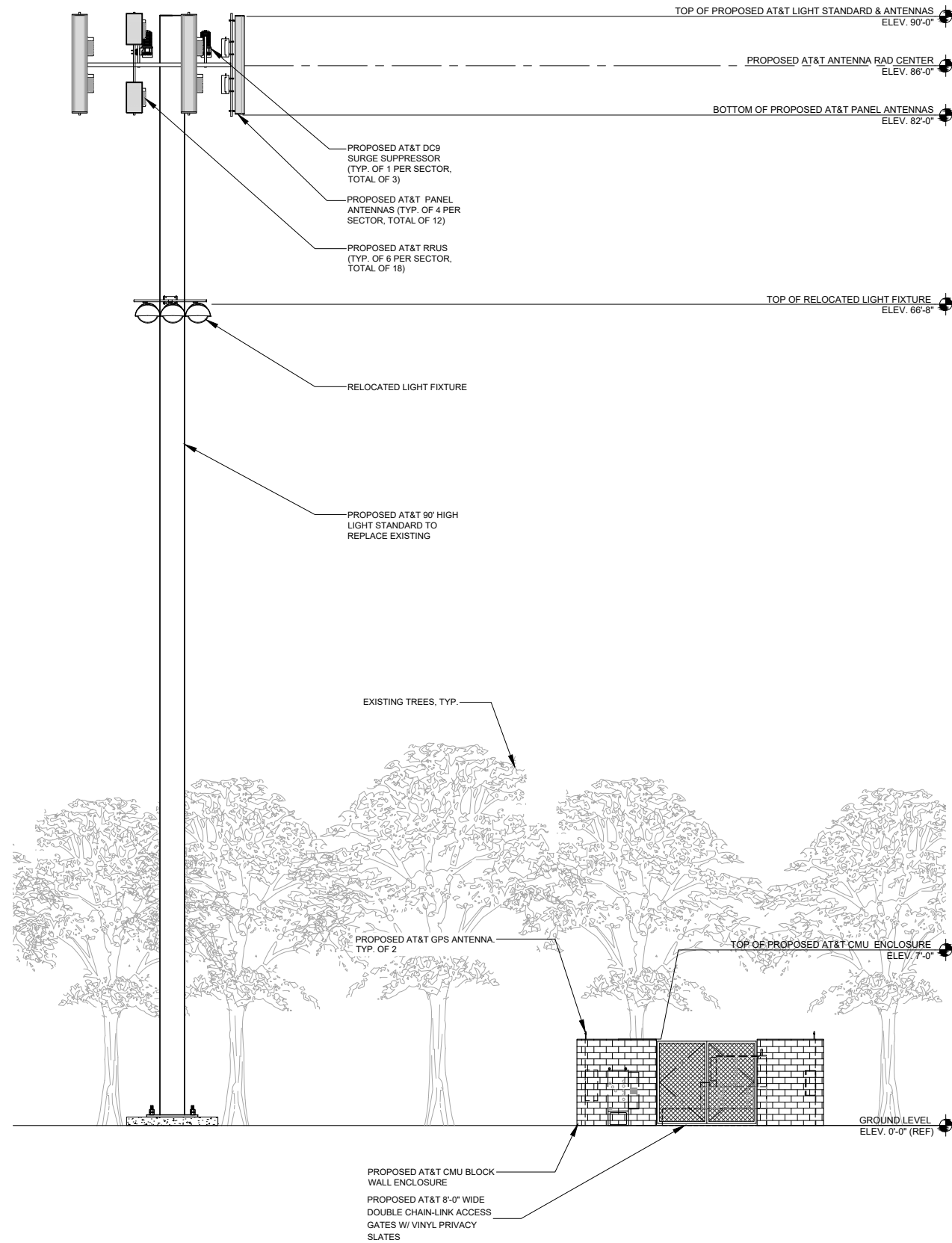
CSL05798  
275 PLEASANT VALLEY RD.  
CAMARILLO, CA. 93010

SHEET TITLE:  
PROPOSED ANTENNA PLAN/ANTENNA AND RRU SCHEDULE

SHEET NUMBER:  
**A-4**

SCALE NOTE:  
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE  
CORRECTLY, CHECK FOR REDUCTION OR  
ENLARGEMENT FROM ORIGINAL PLANS.

NOTE:  
ALL EQUIPMENT TO BE 1'-0" ABOVE GRADE.



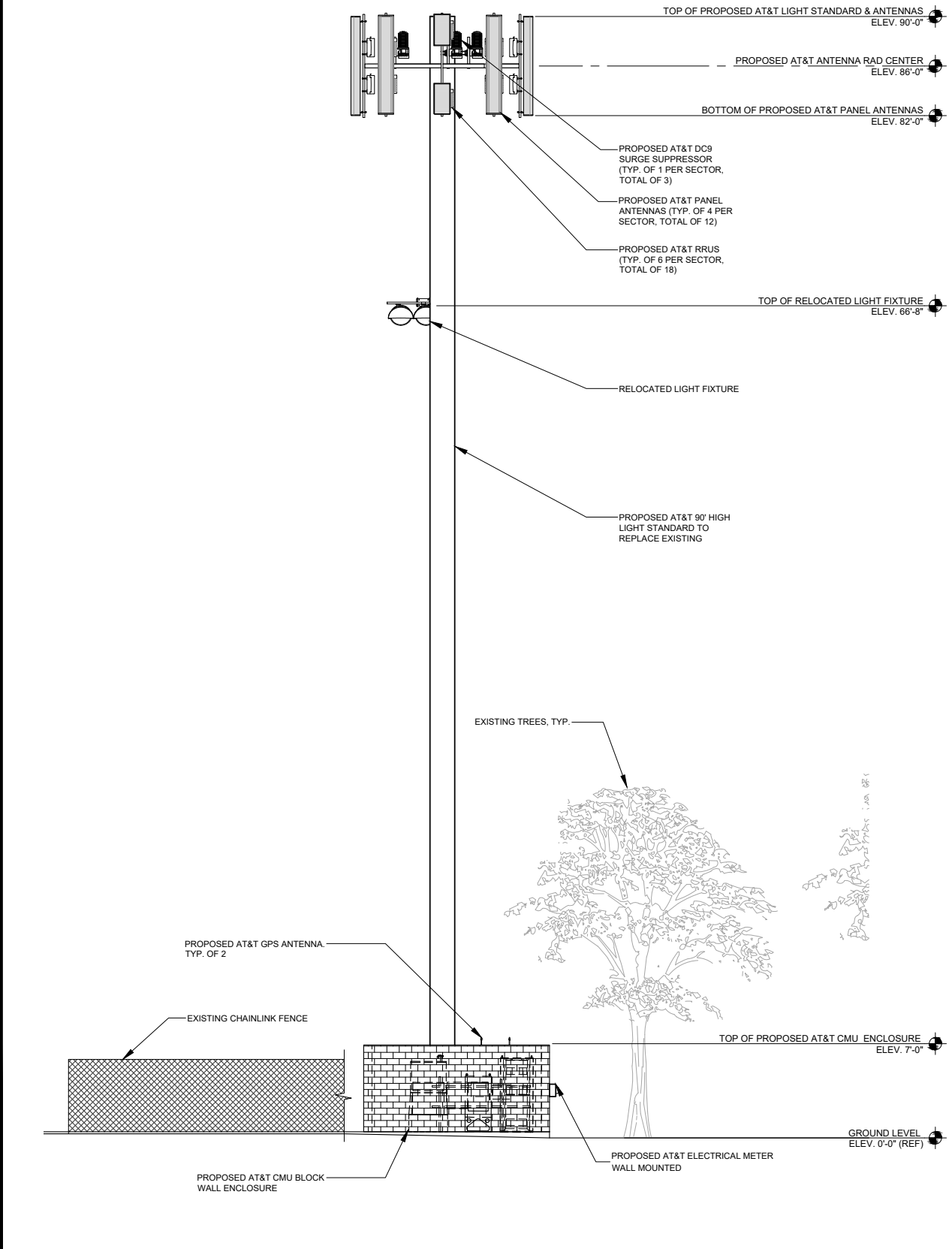
PROPOSED EAST ELEVATION



2

SCALE NOTE:  
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE  
CORRECTLY, CHECK FOR REDUCTION OR  
ENLARGEMENT FROM ORIGINAL PLANS.

NOTE:  
ALL EQUIPMENT TO BE 1'-0" ABOVE GRADE.



PROPOSED NORTH ELEVATION



1

APPLICANT:



1452 EDINGER AVENUE,  
3RD FLOOR  
TUSTIN, CA 92780

ENGINEER:



65 POST, SUITE 1000  
IRVINE, CA 92815  
TEL: (949) 553-8566  
[www.eukongroup.com](http://www.eukongroup.com)

DRAWN BY: DW  
CHECKED BY: DS

REVISIONS:

REV	DATE	DESCRIPTION
A	12/29/21	90% ZONING DRAWING

LICENSEE:

NOT TO BE USED  
FOR CONSTRUCTION

PROJECT INFORMATION:

CSL05798  
275 PLEASANT VALLEY RD.  
CAMARILLO, CA. 93010

SHEET TITLE:

PROPOSED EAST AND  
NORTH ELEVATION

SHEET NUMBER:

A-5

246/260

**SITE NO: CSL05798**

**SITE NAME Freedom Park**

**ADDRESS: 275 Pleasant Valley Road**

**Camarillo, CA 93010**

**APN #: 230-0-030-145**

I/We, \_\_\_\_\_, owners of the above described property, authorize New Cingular Wireless PCS, LLC (by: AT&T Mobility Corporation, its Manager) and/or their agent, Eukon Group, to act as my non-exclusive agent for the sole purpose of consummating any land-use or building permit application(s) necessary to obtain approval of the applicable jurisdiction for installation of its antennae and related telecommunications equipment on the premises located on the above described property.

I understand that this application may be denied, modified or approved with conditions, and that any such conditions of approval or modifications will be the sole responsibility of New Cingular Wireless PCS, LLC (by: AT&T Mobility Corporation, its Manager) and will be complied with prior to issuance of a building permit.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





DISH WIRELESS SITE NAME:

-

DISH WIRELESS SITE NUMBER:  
LALAX02009C - FIELD LIGHT

DISH WIRELESS SITE ADDRESS:  
1030 TEMPLE AVE.  
CAMARILLO, CA 93010

### CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- |  |   |
|--|---|
| 1. 2019 CALIFORNIA ADMINISTRATIVE CODE | 6. 2019 CALIFORNIA FIRE CODE            |
| 2. 2019 CALIFORNIA BUILDING CODE       | 7. ANY LOCAL BUILDING CODE AMENDMENTS   |
| 3. 2019 CALIFORNIA ELECTRIC CODE       | 8. CITY/COUNTY ORDINANCES               |
| 4. 2019 CALIFORNIA MECHANICAL CODE     | 9. ANSI / TIA-222 STRUCTURAL CODE       |
| 5. 2019 CALIFORNIA PLUMBING CODE       | 10. NFPA 780 - LIGHTING PROTECTION CODE |

HANDICAP REQUIREMENTS:  
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, AND IS EXEMPTED FROM ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH 2016 CALIFORNIA BUILDING CODE SECTION 11B-203.5.

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.

### SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

#### SCOPE OF WORK:

- REMOVE AND REPLACE (1) EXISTING FIELD LIGHT
- INSTALL (1) CMU ENCLOSURE WITH CHAIN-LINK TOPPER
- INSTALL (6) 6' PANEL ANTENNAS
- INSTALL (12) RADIOS AT ANTENNAS
- INSTALL (3) SURGE SUPPRESSORS AT ANTENNAS
- INSTALL (3) HYBRID CABLES
- INSTALL (1) EQUIPMENT CABINET
- INSTALL (1) H-FRAME W/ PPC AND TELCO CABINET
- INSTALL (1) GPS ANTENNA
- INSTALL NEW 200A 120/208V ELECTRICAL METER

### SITE INFORMATION

PROPERTY OWNER: PLEASANT VALLEY REC & PARKS DIST.  
ADDRESS: 1605 E. BURNLEY ST.  
CAMARILLO, CA 93010

TOWER TYPE: FIELD LIGHT

TOWER CO SITE ID: BOB KILDE PARK

TOWER APP NUMBER: N/A

COUNTY: VENTURA

LATITUDE (NAD 83): 34°13'40.03" N  
34.227786°

LONGITUDE (NAD 83): 119°01'45.18" W  
-119.029217°

ZONING JURISDICTION: CITY OF CAMARILLO

ZONING DISTRICT: TBD

PARCEL NUMBER: 166-002-020

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: V-B

POWER COMPANY: SCE

TELEPHONE COMPANY: FRONTIER

### PROJECT DIRECTORY

APPLICANT: DISH WIRELESS  
16812 ARMSTRONG AVE, STE 200  
IRVINE, CA 92606  
RAQUEL BARNAS  
(714) 397-9401  
raquel.barnas@dish.com

ROOFTOP MANAGER: N/A

SITE DESIGNER: EUKON GROUP  
RICH BRUNET  
65 POST, SUITE 1000  
IRVINE, CA 92618  
(949) 553-8566

LEASING MANAGER: JERRY AMBROSE  
(805) 637-7407  
jambrose@wireless01.com

PLANNING MANAGER: JERRY AMBROSE  
(805) 637-7407  
jambrose@wireless01.com

CONSTRUCTION MANAGER: FUMIHIKO ITOKAZU  
(626) 290-4928  
fumihiho.itokazu@dish.com

RF ENGINEER: CRAIG STANZIANO  
craig.stanziano@dish.com



16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606



65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	UTILITIES CHECKED BY:	A&E CHECKED BY:
JY	GD	RB

RFDS REV #: --

### ZONING DRAWINGS

#### SUBMITTALS

REV	DATE	DESCRIPTION
0	12/14/21	90% ZONING DRAWINGS

#### DISH WIRELESS PROJECT INFORMATION

LALAX02009C  
1030 TEMPLE AVE.  
CAMARILLO, CA 93010

SHEET TITLE  
**TITLE SHEET**

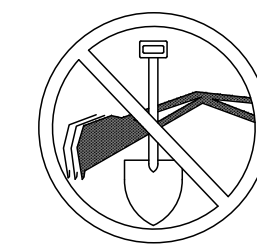
#### SHEET NUMBER

**T-1**

### SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	SITE SURVEY
LS-2	SITE SURVEY
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA PLAN AND SCHEDULE
A-4	ELEVATIONS
A-5	ELEVATIONS
A-6	EQUIPMENT PLAN AND DETAILS

### SITE PHOTO



**UNDERGROUND SERVICE ALERT**  
UTILITY NOTIFICATION CENTER OF CALIFORNIA  
(800) 422-4133  
WWW.CALIFORNIA811.ORG  
CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



### GENERAL NOTES

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.

IF CONTRACTOR ENCOUNTERS CONDITIONS IN FIELD, EITHER UNFORESEEN OR IN SOME MANNER IN CONFLICT WITH THESE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE REGISTERED DESIGN PROFESSIONAL OF SUCH CONDITIONS IN WRITING AND SHALL ACKNOWLEDGE ANY WORK DONE OUTSIDE OF JURISDICTIONAL PERMITTED PLANS IS DONE AT CONTRACTORS OWN RISK.

**11"x17" PLOT IS HALF SCALE UNLESS OTHERWISE NOTED**

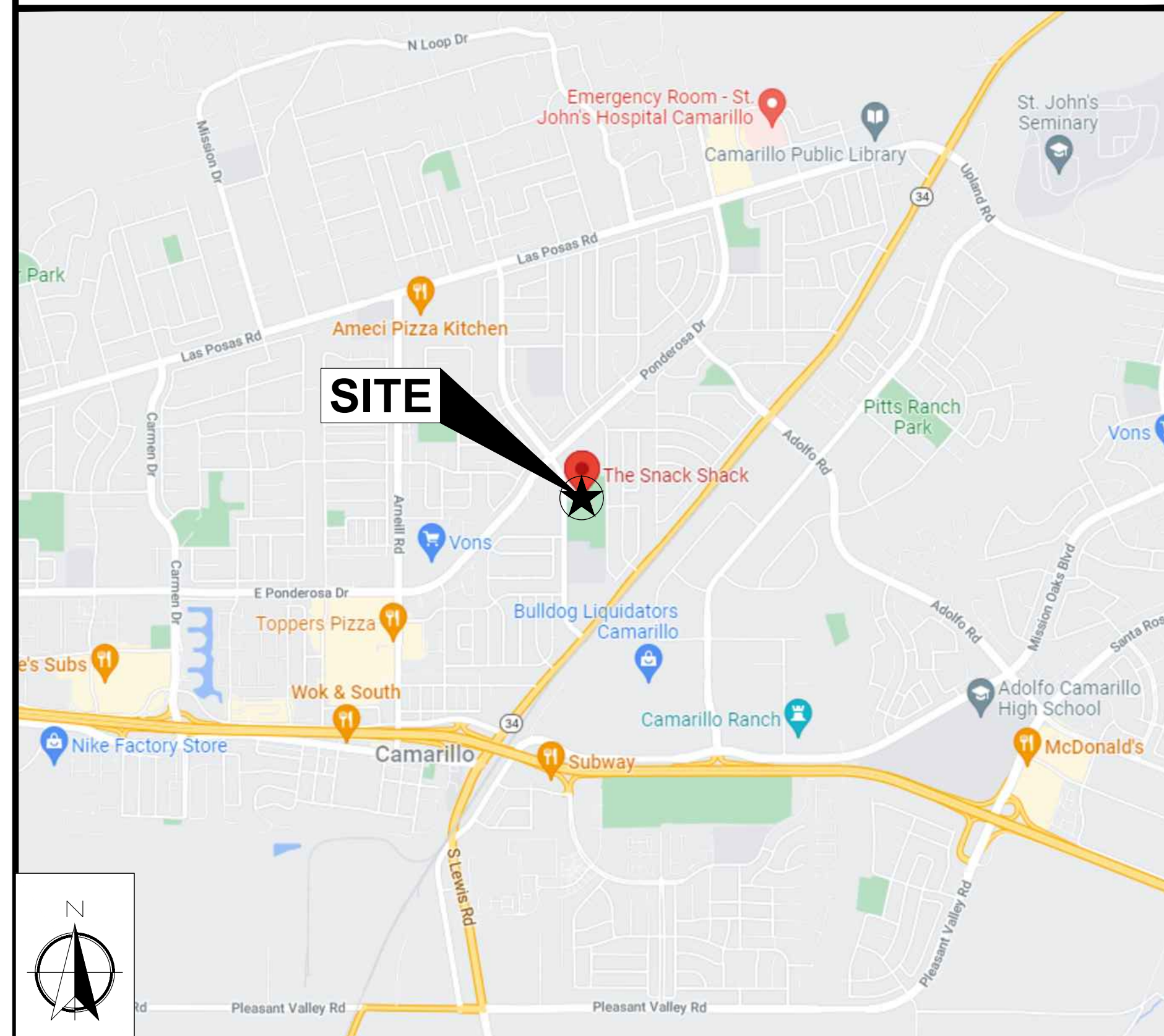
FULL SIZE = 24"x36". ANY OTHER SIZE PRINT IS NOT ORIGINAL SCALE.  
ALL INDICATED DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSIONS.

### DIRECTIONS

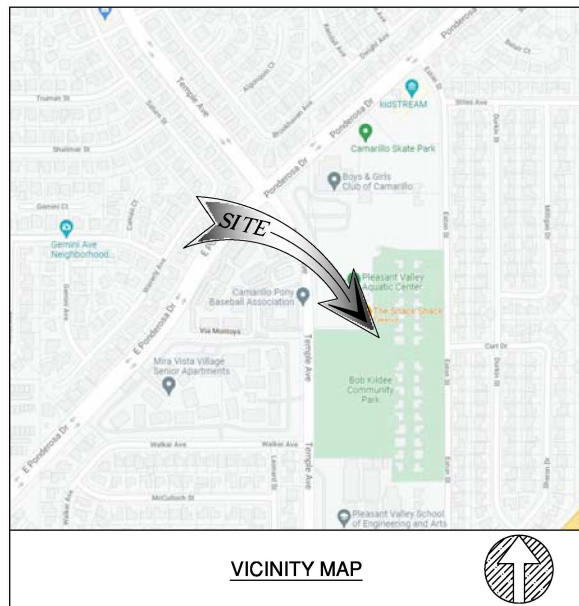
#### DIRECTIONS FROM DISH WIRELESS OFFICE:

- |  |  |
|--|--|
| 1. HEAD NORTHWEST TOWARD ARMSTRONG AVE.  | 10. KEEP LEFT TO STAY US-101 N                                 |
| 2. TURN RIGHT ONTO ARMSTRONG AVE.  | 11. USE THE RIGHT LANE TO TAKE EXIT 53B TOWARD LEWIS RD/ CA-34 |
| 3. TURN LEFT ONTO BARRANCA PKWY.   | 12. MERGE ONTO DAILY DR.                                       |
| 4. CONTINUE ON E DYER ROAD   | 13. USE THE LEFT 2 LANES TO TURN LEFT ONTO N LEWIS RD          |
| 5. USE THE RIGHT LANE TO MERGE ONTO CA-55N/STATE RTE. 55 N/STATE RTE 55N VIA THE RAMP TO RIVERSIDE | 14. TURN LEFT ONTO TEMPLE AVE.                                 |
| 6. MERGE ONTO CA-55 N/STATE RTE 55 N   | 15. DESTINATION WILL BE ON THE RIGHT                           |
| 7. TAKE EXIT 10B TO MERGE ONTO I-5 N TOWARD SANTA ANA  |  |
| 8. KEEP LEFT STAY ON I-5 N   |  |
| 9. KEEP LEFT AT THE FORK TO CONTINUE ON US-101 N   |  |

### VICINITY MAP







VICINITY MAP

**LEGEND**

- CENTER LINE
- - - PROPERTY LINE
- x - x CHAIN-LINK FENCE
- - - - - EDGE OF PAVEMENT
- EP EDGE OF PAVEMENT
- EG EXISTING GRADE
- FS FINISH SURFACE
- TC TOP OF CURB
- TP TOP OF POLE
- TP TOP OF POLE
- PINE TREE
- ★ PALM TREE
- TREE

**APN**  
166-002-020

**SITE ADDRESS**  
BOB KILDEE PARK - 1030 TEMPLE AVE., CAMARILLO, CA 93010

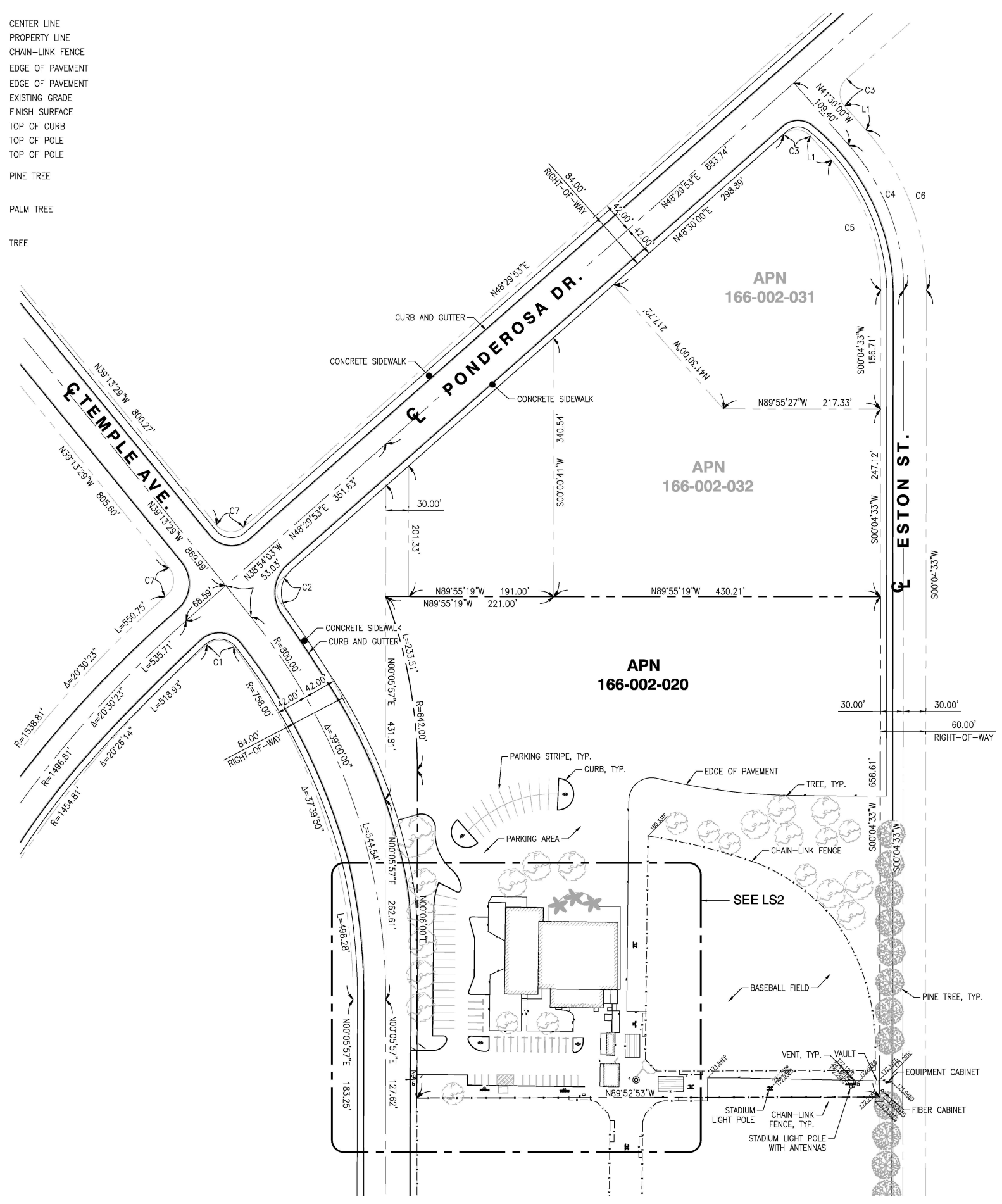
**TITLE REPORT**  
NO TITLE REPORT HAS BEEN ISSUED DURING THE TIME OF SURVEY.

**BASIS OF BEARING**  
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM CALIFORNIA STATE PLANE COORDINATE ZONE FIVE, DETERMINED BY GPS OBSERVATIONS.

**BENCHMARK**  
ELEVATIONS ARE BASED ON CRTN (CSRC) NETWORK BROADCAST COORDINATES.

**FLOODZONE**  
SITE IS LOCATED IN FLOOD ZONE "X" AS PER F.I.R.M. MAP NO. 06111C0932F EFFECTIVE DATE 01/07/2015.

- NOTES:**
- THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP. THE PROPERTY LINES AND EASEMENTS SHOWN HEREON ARE FROM RECORD INFORMATION AS NOTED HEREON. CELLSITE CONCEPTS TRANSLATED THE TOPOGRAPHIC SURVEY TO RECORD INFORMATION USING FOUND MONUMENTS SHOWN HEREON. THE LOCATION OF PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT TO BE RELIED UPON AS THE ACTUAL BOUNDARY LINES.
  - ANY CHANGES MADE TO THE INFORMATION ON THIS PLAN, WITHOUT THE WRITTEN CONSENT OF CELLSITE CONCEPTS, RELIEVES CELLSITE CONCEPTS OF ANY AND ALL LIABILITY.
  - THE HEIGHTS AND ELEVATIONS FOR THE TREES, BUSHES AND OTHER LIVING PLANTS SHOWN HEREON, SHOULD BE CONSIDERED APPROXIMATE (+/-) AND ONLY FOR THE DATE OF THIS SURVEY. THEY ARE PROVIDED AS A GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
  - WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED & SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF THE SURVEYOR PRIOR TO COMMENCEMENT OF ANY WORK.
  - FIELD SURVEY COMPLETED ON NOVEMBER 11, 2021



**CURVE TABLE**

NO.	DELTA	RADIUS	ARC LENGTH
C1	94°00'23"	25.00'	41.02'
C2	86°40'19"	25.00'	37.82'
C3	90°00'00"	25.00'	39.27'
C4	20°03'59"	287.19'	100.58'
C5	41°34'43"	257.19'	186.63'
C6	08°57'59"	317.19'	49.64'
C7	93°22'46"	25.00'	40.74'

**LINE TABLE**

NO.	LENGTH	BEARING
L1	42.40	S41°30'00"E

16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606

an SFC Communications, Inc. Company  
65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

16885 VIA DEL CAMPO CT., SUITE 318  
SAN DIEGO, CA 92127  
tel: (658) 432-4112 / (658) 432-4257

REV	DATE	DESCRIPTION
1	11/15/2021	PRELIMINARY SURVEY

ISSUED DATE:  
**NOVEMBER 15, 2021**

ISSUED FOR:  
**PRELIMINARY SURVEY**

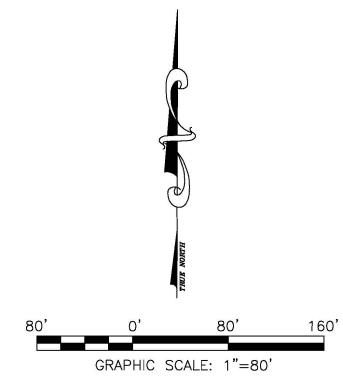
LICENSURE:

PROJECT INFORMATION:  
**LALAX02009C**  
BOB KILDEE PARK  
1030 TEMPLE AVE.,  
CAMARILLO, CA 93010

DRAWN BY: KF  
CHECKED BY: RH

SHEET TITLE:  
**TOPOGRAPHIC SURVEY**

SHEET NUMBER:  
**LS-1**



PROPERTY LINES DERIVED FROM  
TRACT MAP NO. 2763-1 BK. 76 PG. 79-86  
PARCEL MAP BK. 19 PG. 84  
ASSESSORS MAP BK. 166 PG. 2  
ASSESSORS MAP BK. 166 PG. 3

DATED APRIL 17, 1978  
DATED DECEMBER 03, 1975  
NO DATE  
NO DATE

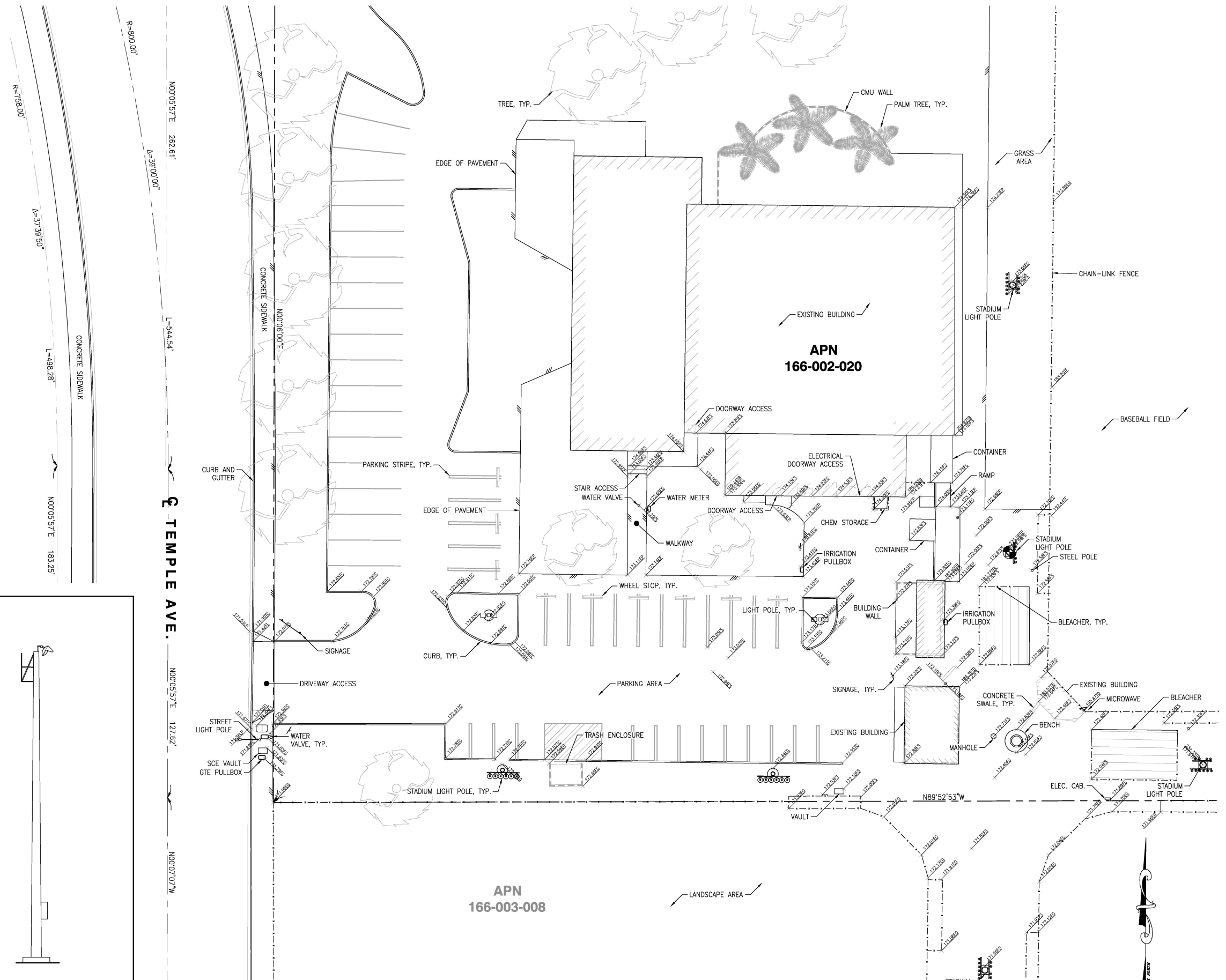
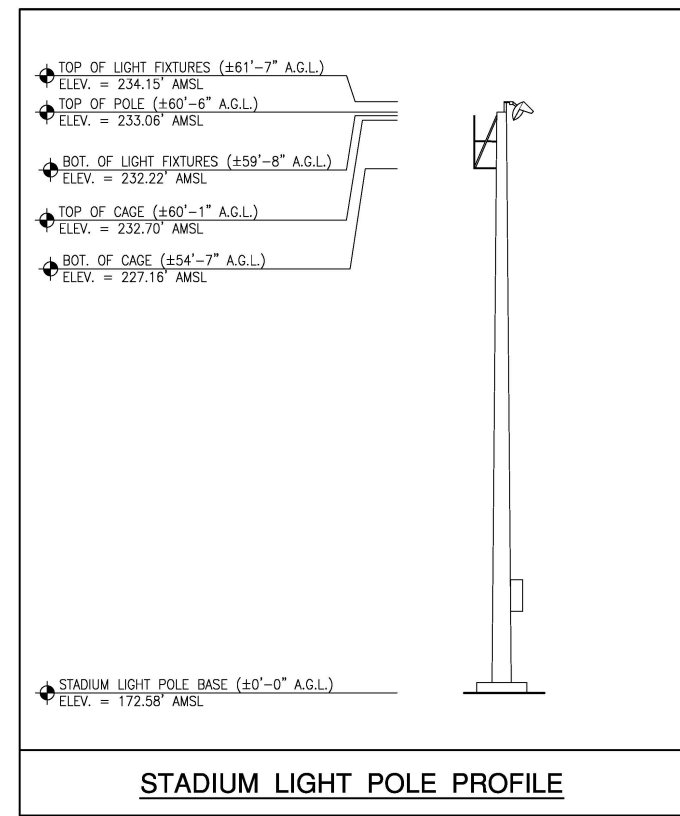
249/260

**LEGEND**

- CENTER LINE
- - - PROPERTY LINE
- x - x CHAIN-LINK FENCE
- /// EDGE OF PAVEMENT
- ▨ CMU WALL
- EP EDGE OF PAVEMENT
- EG EXISTING GRADE
- FS FINISH SURFACE
- FL FLOW LINE
- LP LIP OF GUTTER
- TC TOP OF CURB
- TF TOP OF FENCE
- TP TOP OF POLE
- TD TOP OF DISH
- TBL TOP OF BLEACHER
- TCA TOP OF CAGE
- BCA BOTTOM OF CAGE
- EXISTING STREET LIGHT
- EXISTING SIGNAGE
- PALM TREE
- TREE

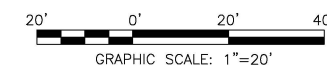
**COORDINATES**

LATITUDE: 34°13'40.03"N  
(34.227786)  
LONGITUDE: 119°01'45.18"W  
(-119.029217)



PROPERTY LINES DERIVED FROM  
TRACT MAP NO. 2763-1 BK. 76 PG. 79-86  
PARCEL MAP BK. 19 PG. 84  
ASSESSORS MAP BK. 166 PG. 2  
ASSESSORS MAP BK. 166 PG. 3

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NO DATE



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REV	DATE	DESCRIPTION
1	11/15/2021	PRELIMINARY SURVEY

ISSUED DATE:  
**NOVEMBER 15, 2021**

ISSUED FOR:  
**PRELIMINARY SURVEY**

LICENSURE:

PROJECT INFORMATION:  
**LALAX02009C**  
BOB KILDEE PARK  
1030 TEMPLE AVE.,  
CAMARILLO, CA 93010

DRAWN BY: KF  
CHECKED BY: RH

SHEET TITLE:  
**TOPOGRAPHIC SURVEY**

SHEET NUMBER:  
**LS-2**



DRAWN BY:	UTILITIES	A&E
	CHECKED BY:	CHECKED BY:
JY	GD	RB
RFDS REV #:		--

**ZONING  
DRAWINGS**

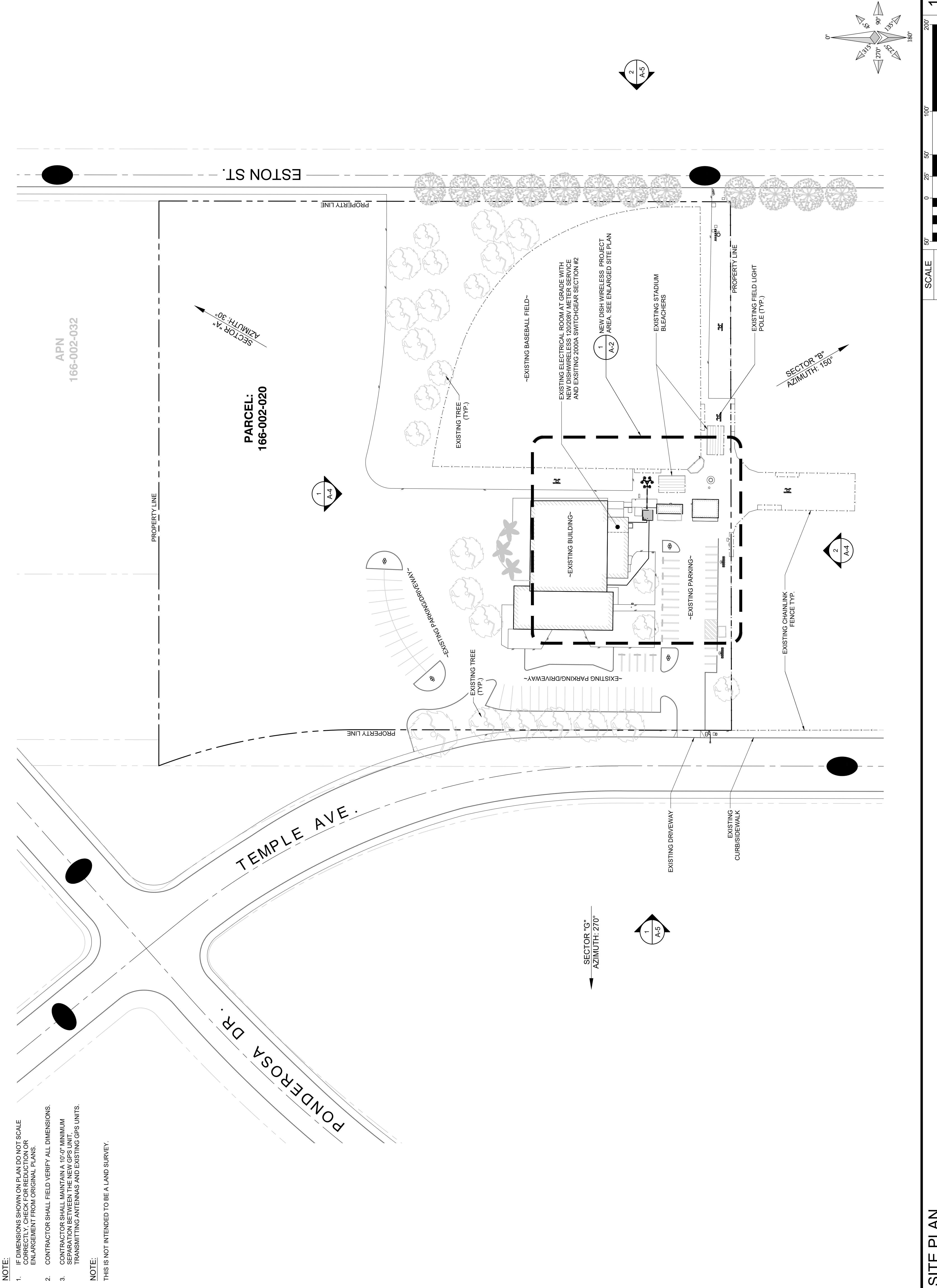
SUBMITTALS		
REV	DATE	DESCRIPTION
0	12/14/21	90% ZONING DRAWINGS

DISH WIRELESS PROJECT INFORMATION

**LALAX02009C**  
1030 TEMPLE AVE.  
CAMARILLO, CA 93010

SHEET TITLE  
**SITE PLAN**

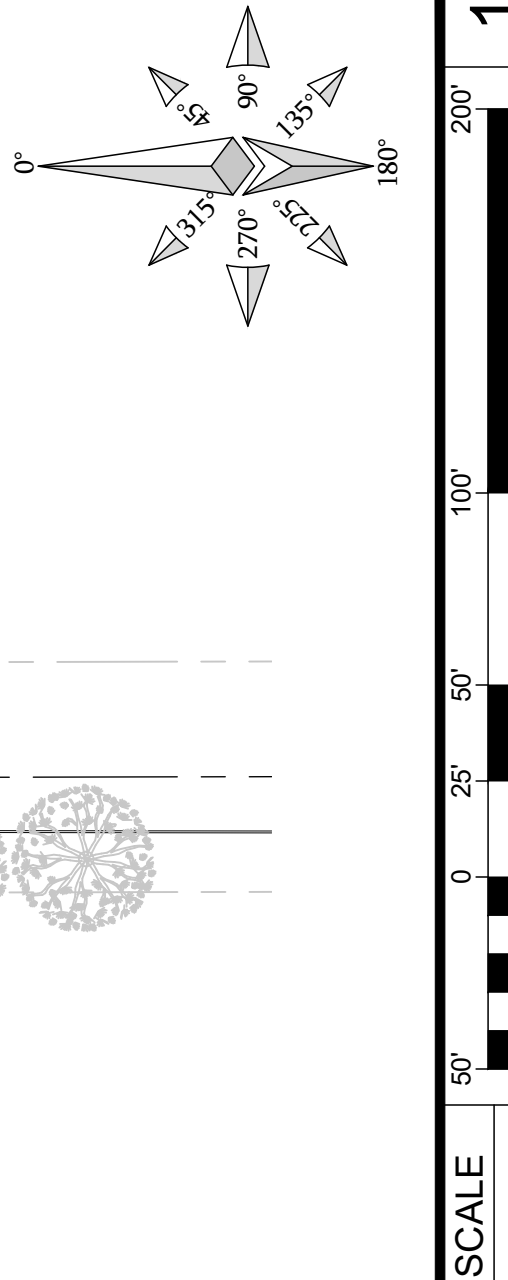
SHEET NUMBER  
**A-1**



**NOTE:**

- IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL MAINTAIN A 10' OF MINIMUM SEPARATION BETWEEN THE NEW GPS UNIT TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

**NOTE:**  
THIS IS NOT INTENDED TO BE A LAND SURVEY.



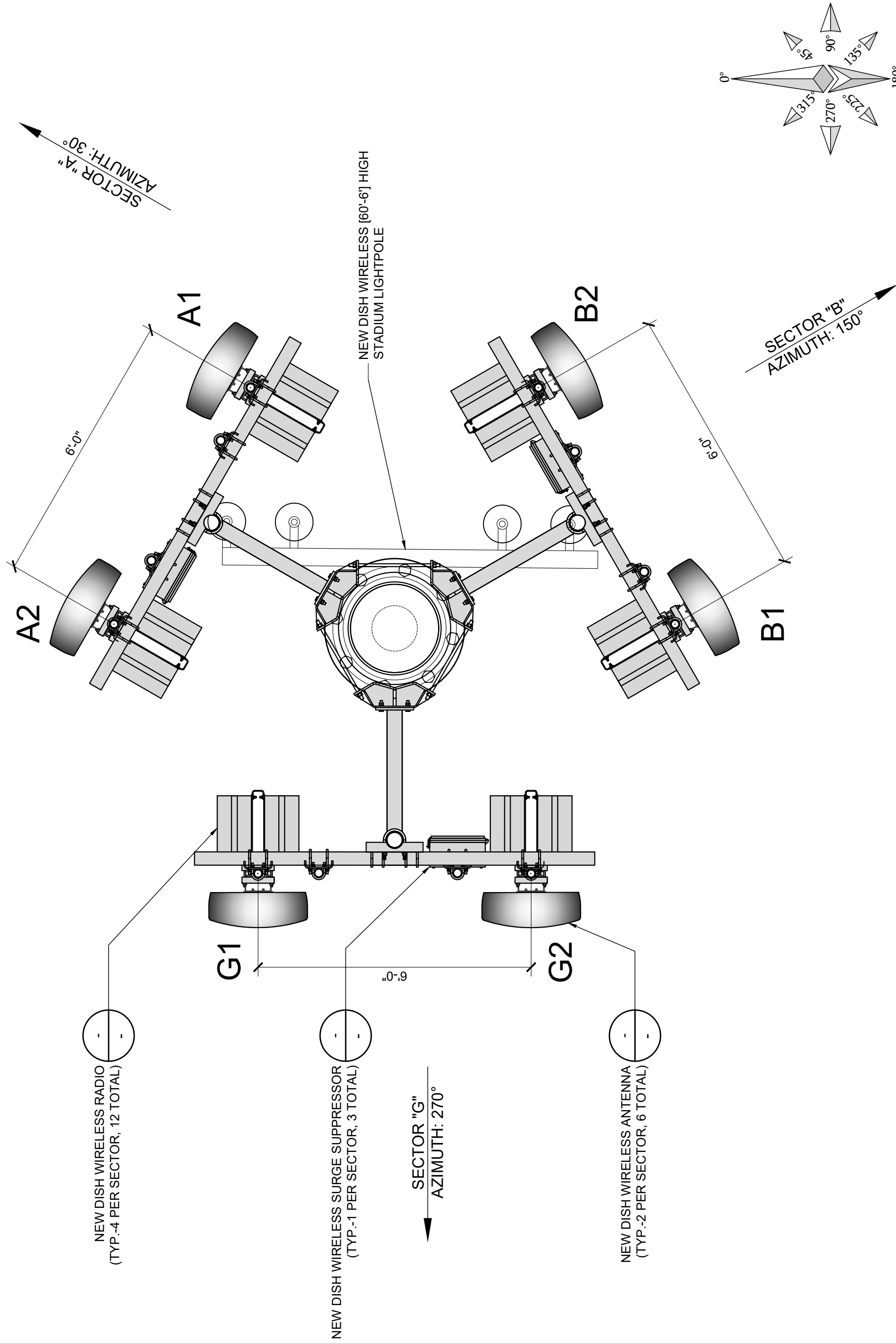
SCALE  
1"=50'-0"





**NOTE:**

1. IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
3. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
4. NO FRP STRUCTURAL CROSS MEMBERS SHALL TRANSITION ACROSS ANTENNA FACES IN ALL LOCATIONS.



**ANTENNA PLAN**

SECTOR	POSITION	EXISTING OR NEW	ANTENNA		SIZE (HxWxD)	AZIMUTH	RAD CENTER	MECH. TILT	ELEC. TILT	TRANSMISSION CABLE	
			MANUFACTURER - MODEL NUMBER	TECHNOLOGY						COAX QTY. AND LENGTH	HYBRID QTY. AND LENGTH
ALPHA	A1	NEW	MANUF. - XXXX	NR	72.4" x 26.7" x 7.7"	30°	50'-0"				(1) HIGH-CAPACITY HYBRID CABLE (100' LONG)
	A2	NEW	MANUF. - XXXX	NR	72.4" x 26.7" x 7.7"	30°	50'-0"				
	A3										
BETA	B1	NEW	MANUF. - XXXX	NR	72.4" x 26.7" x 7.7"	150°	50'-0"				(1) HIGH-CAPACITY HYBRID CABLE (100' LONG)
	B2	NEW	MANUF. - XXXX	NR	72.4" x 26.7" x 7.7"	150°	50'-0"				
	B3										
GAMMA	G1	NEW	MANUF. - XXXX	NR	72.4" x 26.7" x 7.7"	270°	50'-0"				(1) HIGH-CAPACITY HYBRID CABLE (100' LONG)
	G2	NEW	MANUF. - XXXX	NR	72.4" x 26.7" x 7.7"	270°	50'-0"				
	G3										
MICROWAVE DISH											
SECTOR	POSITION	EXISTING OR NEW	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	DIAMETER	AZIMUTH	RAD CENTER	MECH. TILT	ELEC. TILT	COAX QTY. AND LENGTH	HYBRID QTY. AND LENGTH
DELTA	MW1										
RRH											
SECTOR	POSITION	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	QUANTITY	OVP JUNCTION BOX		NOTES:				
ALPHA	A1	MANUF. - XXXX	MULTIBAND	2	MANUFACTURER - MODEL NUMBER		1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.				
	A2	MANUF. - XXXX	MULTIBAND	2	MANUF. - XXXX		2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE NEW DESIGN AND STRUCTURAL ANALYSES.				
	A3						3. NO FRP STRUCTURAL CROSS MEMBERS SHALL TRANSITION ACROSS ANTENNA FACES IN ALL LOCATIONS.				
BETA	B1	MANUF. - XXXX	MULTIBAND	2	MANUF. - XXXX						
	B2	MANUF. - XXXX	MULTIBAND	2	MANUF. - XXXX						
	B3										
GAMMA	G1	MANUF. - XXXX	MULTIBAND	2	MANUF. - XXXX						
	G2	MANUF. - XXXX	MULTIBAND	2	MANUF. - XXXX						
	G3										

**ANTENNA SCHEDULE**



16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606



65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

NOT FOR CONSTRUCTION

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DRAWN BY: UTILITIES CHECKED BY: A&E  
JY GD RB

RFDS REV #:

**ZONING DRAWINGS**

**SUBMITTALS**

REV	DATE	DESCRIPTION
0	12/14/21	90% ZONING DRAWINGS

DISH WIRELESS PROJECT INFORMATION

LALAX02009C  
1030 TEMPLE AVE.  
CAMARILLO, CA 93010

**ANTENNA PLAN AND SCHEDULE**

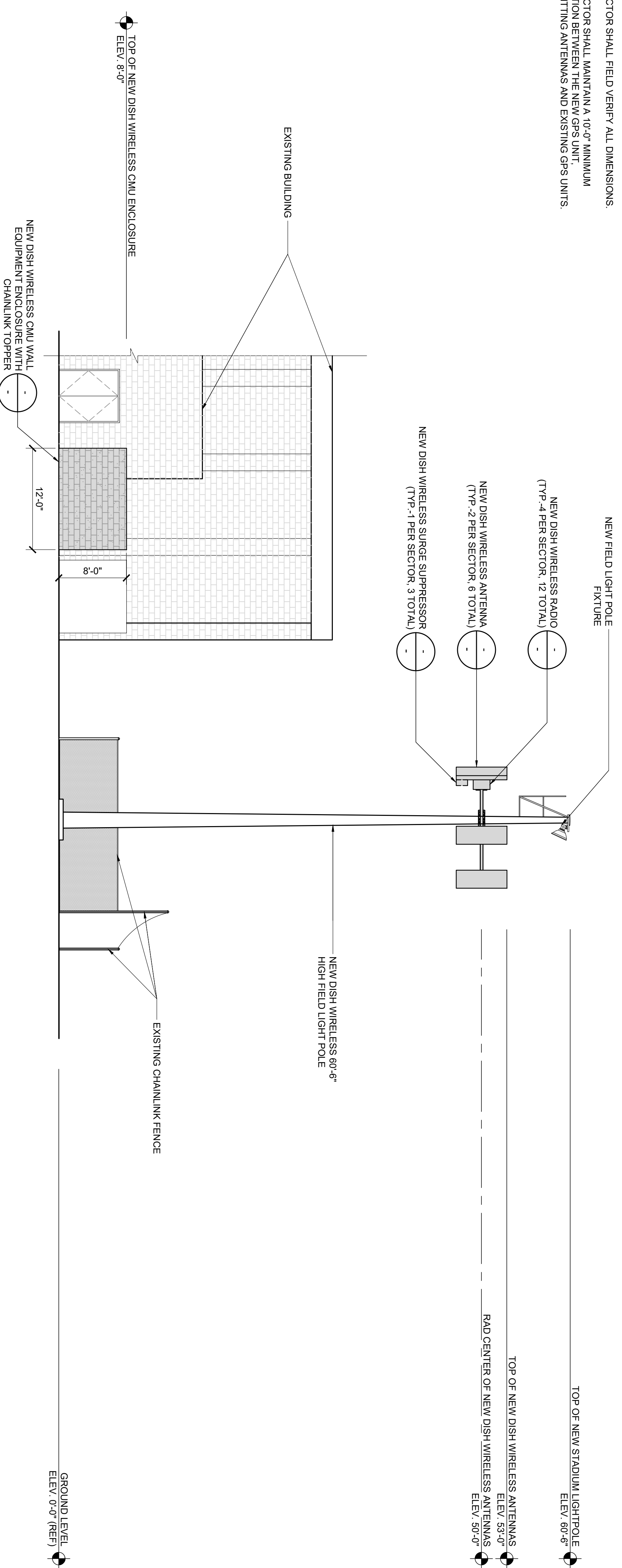
SHEET TITLE

SHEET NUMBER

**A-3**

NOT USED

- NOTE:**
1. IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
  2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  3. CONTRACTOR SHALL MAINTAIN A 10'0" MINIMUM SEPARATION BETWEEN THE NEW GPS UNIT TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



**NEW SOUTH ELEVATION**

SCALE 1/8"=1'-0" 0 4 8 16 32' 2

NOT FOR CONSTRUCTION

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DRAWN BY: UTILITIES A&E  
 CHECKED BY: JY GD RB  
 RFPDS REV #: --

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
0	12/14/21	90% ZONING DRAWINGS

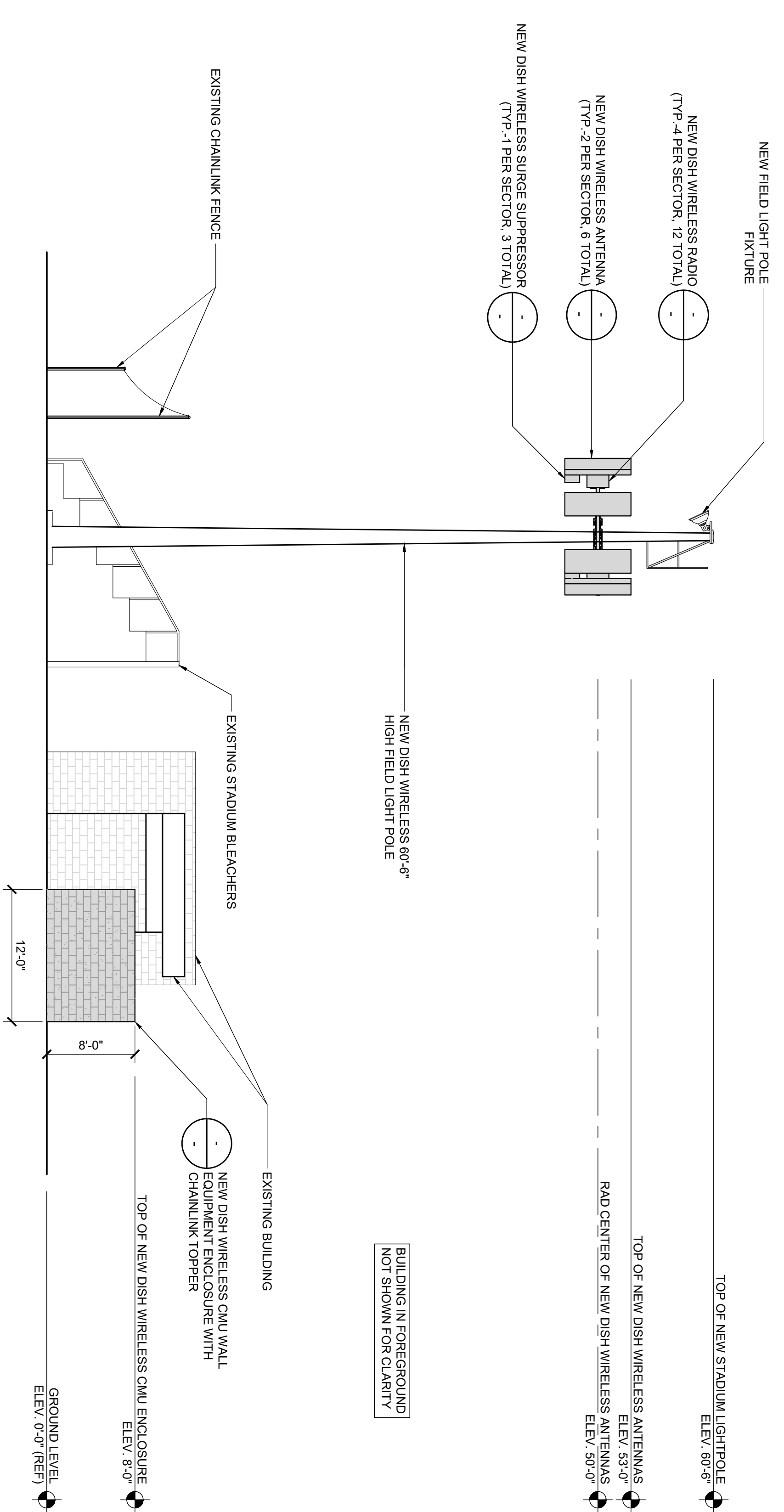
DISH WIRELESS PROJECT INFORMATION

**LALAX02009C**  
 1030 TEMPLE AVE.  
 CAMARILLO, CA 93010

**ELEVATIONS**

SHEET NUMBER

**A-4**



**NEW NORTH ELEVATION**

SCALE 1/8"=1'-0" 0 4 8 16 32' 1









**SITE NO: LALAX02009 – Bob Kildee  
Park**

**ADDRESS: 1030 Temple Avenue**

**Camarillo, CA 93010**

**APN #: 166-0-020-200**

I/We, \_\_\_\_\_, owners of the above described property, authorize DISH Wireless L.L.C., and/or their agent, Eukon Group, to act as my non-exclusive agent for the sole purpose of consummating any land-use or building permit application(s) necessary to obtain approval of the applicable jurisdiction for installation of its antennae and related telecommunications equipment on the premises located on the above described property.

I understand that this application may be denied, modified or approved with conditions, and that any such conditions of approval or modifications will be the sole responsibility of DISH Wireless L.L.C. and will be complied with prior to issuance of a building permit.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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: February 3, 2022**

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

**SUMMARY**

In preparation of the upcoming fiscal year budget, every year staff and the Board of Directors hold budget workshops to review revenue and expenses for the upcoming fiscal year. During this time the Board of Directors will make changes to the budget they see as necessary in preparation of the budget adoption which will take place at the July 6, 2022 Regular Board Meeting.

**BACKGROUND**

During budget season the Board has met in the months of April and/or May to discuss the development of the upcoming budget year. The workshops assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is led by staff with each department head presenting on a pre-determined date. The workshops are held at the Community Center.

The first budget workshop will be held on Saturday, April 30, 2022, starting at 8:00 a.m. at the Community Center and the budget wrap-up will be Thursday, May 12, 2022 at 5:00 p.m. at the Community Center. The May 12, 2022 wrap-up meeting will include any necessary changes to the budgets per Board direction that will be given on April 30, 2022. Staff will then finalize the preliminary budget and bring the preliminary budget to the June 1, 2022 Regular Board Meeting for approval followed by budget adoption on July 6, 2022.

**ANALYSIS**

The budget workshops enable the District to accurately set goals, priorities, and spending caps for the fiscal year. From a staff perspective, the meetings are beneficial as it creates a spending plan for the upcoming fiscal year. The current dates selected for the budget workshops are April 30 and May 12, 2022.

<b>Budget Workshop Date</b>	<b>Workshop Time</b>	<b>Location</b>	<b>Budget</b>
Saturday April 30, 2022	8:00 AM	Community Center (In Person)	All Budgets Presentations
Thursday May 12, 2022	5:00 PM	Community Center (In Person)	Wrap-Up Presentation

**FISCAL IMPACT**

There is no anticipated fiscal impact to the District from this recommendation.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.2 Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

**RECOMMENDATION**

It is recommended the Board approve April 30, 2022 & May 12, 2022 as the dates for the FY 2022-2023 budget workshops.

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

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