

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
July 5, 2023**

**5:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #748**

**1. CALL TO ORDER**

**A. Open Meeting and Recess to Closed Session**

**B. Closed Session**

**i. 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.

**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. Marketing Division Updates**

**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 June 7, 2023**

Approval receives and files minutes.

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

District's disbursements dated on or before May 31, 2023.

**C. Financial Reports**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for May 2023.

**D. Review and Approval of Surplus Supplies and Equipment List**

The Board can review the current equipment list provided for the uniform disposal of District owned surplus personal property.

**E. Consideration and Adoption of Resolution No. 743 for Appropriation Amount Subject to Gann Limitation, FY 2023-2024**

Every fiscal year Staff brings a resolution requesting that the Board adopt a resolution setting the Gann Limit for the upcoming Fiscal Year.

**F. Consideration and Adoption of Resolution No. 744 Declaring July as Park and Recreation Month**

Each year, the Board has chosen to recognize the value and importance of recreation and parks as a fundamental cornerstone to the health and wellness of District residents.

**G. Consideration and Approval of a Special Event by Ventura County Alcoholics Anonymous Convention Bingo Fundraiser in the Auditorium on July 29, 2023**

Per the District Special Event Policy, the Bingo Fundraiser Event Application by Ventura County Alcoholics Anonymous Convention has met the criteria to be classified as a Special Event and now seeks Board approval.

**8. PUBLIC HEARING**

**A. Consideration and Adoption of Resolution No. 745 Finding that it is Reasonably Foreseeable that Inhabitants of the Shea Homes Development of the Subdivision at Tract 5976 Located on APN 163-0-017-275 & -185 in Camarillo CA 93010, will be Served by the Construction of the Pleasant Valley Multi-Generational Community Recreation Facility**

Staff is recommending the Board pass Resolution No. 745 recognizing residents of the Shea Home Development will be served by the construction of the Pleasant Valley Multi-Generational Community Recreation Facility.

Suggested Action: A MOTION to Adopt Resolution No. 745 finding that it is reasonably foreseeable inhabitants of the Shea Homes Development of the Subdivision on Tract #5976 in Camarillo, CA 93010 will be served by the construction of the Pleasant Valley Multi-Generational Community Recreation Facility.

**B. Consideration and Adoption of Resolution No. 746 for Fiscal Year 2023-2024 Budgets for the General Fund, the Assessment District, Quimby Fees Fund, Park Impact Fees Fund, Community Development Block Grant Fund, and Restricted Donations Fund and Adoption of Resolution No. 747 Approving the Fiscal Year 2023-2024 Salary Schedule**

A public hearing is required before the District can adopt a resolution to adopt the Fiscal Year 2023-2024 Budgets.

Suggested Actions: A MOTION to Adopt Resolution No. 746 adopting the Fiscal Year 2023-2024 Budgets and to Adopt Resolution No. 747 adopting the Salary Schedule effective July 1, 2023.

**9. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of a Five-Year Agreement for the Term of September 1, 2023-August 31, 2028 with the Pleasant Valley Cooperative Preschool for use of District Property Located in Freedom Park**

The District and Pleasant Valley Cooperative Preschool have entered into and maintained multiple agreements for the rental and operation of a District-owned building and are seeking to continue the relationship with a fourth agreement.

Suggested Action: A MOTION to Approve a 5-year Agreement for the term of September 1, 2023 – August 31, 2028, with the Pleasant Valley Cooperative Preschool for use of District property located at 440A Skyway Drive, Camarillo 93010.

**B. Consideration and Approval to Issue a Request For Proposals for Landscape Maintenance Services for Pleasant Valley Fields Sports Complex**

With the termination of the contract with Brightview Landscaping, the District is seeking proposals for services for the maintenance of all turf and landscaping needs at the Pleasant Valley Fields Sports Complex.

Suggested Action: A MOTION to Approve the Request for Proposals for Landscape Maintenance Services for Pleasant Valley Fields Sports Complex.

**C. Consideration and Approval to Issue a Request For Proposals for Custodial Services at Pleasant Valley Fields Sports Complex**

Staff is seeking authorization to issue a Request for Proposals for custodial services of park restrooms and amenities at the Pleasant Valley Fields Sports Complex.

Suggested Action: A MOTION to Approve the Request for Proposals for Custodial Services at Pleasant Valley Fields Sports Complex.

**D. Consideration and Approval of a Second Amendment to Revocable Communications Site License Agreement between the Pleasant Valley Recreation and Park District and New Cingular Wireless PCS, LLC**

New Cingular Wireless PCS, LLC by AT&T Mobility Corporation is seeking to extend the contract agreement for the leasing of park space at Bob Kildee Community Park for the operation of a wireless telecommunications facility.

Suggested Action: A MOTION to Approve the execution of the second amendment to Revocable Communications Site License Agreement with New Cingular Wireless.

**E. Consideration and Approval of a Candidate for the California Special Districts Association (CSDA) Board of Directors Election, Seat C, Coastal Network for the 2024-2026 Term**

The California Special Districts Association is seeking Special District Board Members or their General Managers to serve for the CSDA Board of Director, Coastal Network Seat C position.

Suggested Action: A MOTION to Approve the selection of a candidate for the CSDA Board of Directors, Seat C position to receive the District's vote.

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

**A. Chair Magner**

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

**C. Santa Monica Mountains Conservancy**

**D. Standing Committees – Finance, Liaison – PV Fields, Long Range, Policy**

**E. Ad Hoc Committees – Miracle League**

**F. Foundation for Pleasant Valley Recreation and Parks**

**G. General Manager's Report**

**H. Board Members**

**11. ADJOURNMENT**

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

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

**Pleasant Valley Recreation and Park District  
Camarillo City Hall Council Chambers  
Minutes of Regular Meeting  
June 7, 2023**

**5:00 P.M.**

**REGULAR MEETING**

**1. CALL TO ORDER**

- A. Recessed to Closed Session
- B. Closed Session

- i) Conference with Labor Negotiation

- The Board conducted a closed session, pursuant to Government Code section 54957.6, with the General Manager, Human Resources Specialist, Administrative Services Manager, and District counsel, the District's negotiators, regarding labor negotiations with: (a) Service Employees International Union, Local 721, representing the District's employees, and (b) all other unrepresented employees.

- ii) Public Employee Performance Evaluation and Compensation

- The District Board held 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.

**2. RECONVENE INTO REGULAR MEETING**

6:17 p.m. with nothing to report.

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

All present. The teleconference location for Director Roberts was 2800 Opryland Dr., Nashville, TN.

**5. AMENDMENTS TO THE AGENDA**

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to  
Approve the  
Agenda as  
Presented**

**Carried**

**6. PUBLIC COMMENT**

Chair Magner received speaker cards from the audience. Lynette Lucas of Camarillo stated that the pickleball schedule for the Agape Tennis Academy classes will take over the courts

during the most used times of mornings and evenings. Ms. Lucas suggested that Agape not use the Bob Kildee courts, put a pause on the scheduling for the busy summer months and for the District to give the tennis courts to Agape to use since there are more available tennis courts in Camarillo.

Jerry Hicks of Camarillo requested that the District reconsider the organized play and lessons of Agape during primetime until the Freedom pickleball complex is completed. People currently already have long waits for court use at Bob Kildee.

Matt Carroll, a 40 year resident of Camarillo, requested that the District think about the limited access in the mornings and evenings at the Bob Kildee pickleball courts since some people can only use the courts during these times. He stated that the community there welcomes all walks of life and asked that the inclusivity not be disrupted.

Lesley Whitehouse stated that it is unacceptable that a private company be allowed to take over the prime time playing hours at Bob Kildee's pickleball courts. She reported that pickleball has increased over 158% over the past 3 years and that AARP has grants for pickleball courts.

Dan Godfrey stated that pickleball contains a social element that is very inviting, inclusive and community oriented. Programs placed specifically at the Bob Kildee pickleball courts will disperse that community.

David Orr presented a petition with 504 signatures that supports that no Agape programs be scheduled during prime time hours for pickleball. He stated that the Camarillo Pickleball Association as a nonprofit group has purchased items for the courts, and since September 2021 has held tournaments, round robins and clinics, etc. with about 2400 participants. The group has accomplished most of this during non-prime hours and to date has raised \$22,000.

Susan Lokker of Camarillo suggested that staff was misinformed about the usage of the courts and suggested that Agape use other courts rather than Bob Kildee pickleball courts.

Katherine Blickenstaff of Camarillo stated that all six courts are used for pickleball in the mornings. Ms. Blickenstaff stated that taxpayers contribute to the development of the community, and they would like to see community resources preserved for the benefit of the community. She suggested that Agape move to non-prime time hours and other parks rather than Bob Kildee Park.

Robert Hays stated that the number of courts and lighting allow for successful open play hours and more competitive play at Bob Kildee Park. Other parks are not an option because there are not enough courts or lights for evening play.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of May 3, 2023 and Special Board Meetings of April 29, 2023 and May 9, 2023
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 737, Updating Authorized Signatures for Wire Transfers with Ventura County Treasury Pool
- E. Consideration and Approval to Extend the Tree Trimming Contract between the District and West Coast Arborist for a Term of One Year

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

**Motion to Approve Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

8. PUBLIC HEARINGS

- A. Consideration and Adoption of Resolution No. 738, Approving the Engineer’s Report, Confirming Diagram and Assessments, and Ordering Levy of Assessments for FY 2023-2024 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District

Administrative Services Manager Justin Kiraly presented Resolution No. 738 which would approve the Engineer’s Report and order the assessment for FY 2023-2024. Jeanette Hynson with SCI Consulting Group was online for any questioning.

Chair Magner opened the public hearing. She asked if there were any written protests or if anyone wanted to speak for or against the proposed assessments. With no members of the public speaking for or against the proposed assessments, Chair Magner closed the public hearing.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to adopt Resolution No. 738, approving Engineer’s Report, confirming Diagram and Assessment and ordering Levy of Assessment for FY 2023-2024 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District, ordering the levy of assessment at \$46.17.

**Motion to Adopt Reso 738 Approving Report and Levy of Assessments**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

B. Consideration and Adoption of Resolution No. 739 Finding that it is Reasonably Foreseeable that Inhabitants of the Crestview Ranch, LLC Development of the Subdivision at 200 Crestview Ave., Camarillo CA 93010, will be Served by the Improvements of the Pleasant Valley Senior Center and the Community Center Complex Administrative Services Manager Justin Kiraly presented Resolution No. 739 for approval so that Quimby fees of \$26,612.25 received for the construction of 12 units by Crestview Ranch can be used for AV improvements at the Senior Center and the Community Center Complex.

Chair Magner opened the public hearing. She asked if there were any written protests or if anyone wanted to speak for or against the resolution.

Lynette Lucas requested to know how the money would be used and if it could instead be invested in pickleball courts instead.

Dan Godfrey stated that the population of pickleball players in Camarillo is 40-50% over the age of 55. He suggested that the money be used for maintenance at the pickleball courts to serve a larger senior population.

Chair Magner closed the public hearing.

General Manager Otten explained that Quimby fees cannot be used for maintenance but can be considered for expanded access as was proposed.

Chair Magner called for a motion. A motion was made by Director Kelley and seconded by Director Dransfeldt to approve Resolution No. 739, finding that it is reasonably foreseeable that inhabitants of the Crestview Ranch, LLC Development of the Subdivision at 200 Crestview Ave., Camarillo CA 93010 will be served by the improvements of the Pleasant Valley Senior Center and the Community Center Complex.

**Motion To Adopt Reso 739 that Crestview Seniors will Benefit from Quimby use at the Senior Center**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**9. NEW ITEMS – DISCUSSION/ACTION**

A. Consideration and Approval of Preliminary Fiscal Year 2023-2024 Budgets for the General Fund, Assessment District Fund, Quimby Fee Fund, Park Impact Fee Fund, Community Development Block Grant Fund, and Dedicated Donations Fund

Administrative Services Manager Justin Kiraly presented the preliminary budgets for FY2023-2024.

Chair Magner accepted public comment cards. Lynette Lucas stated that she wanted to see a copy of the budget and could not find it online. She also asked what the projected income from Agape would be.

Dan Godfrey stated that the \$1.4 million budget will not be enough to complete the Freedom Park pickleball complex and asked that as many courts as possible should be built in the first phase.

General Manager Otten stated that all of the board reports and agendas can be found online. Chair Magner stated that they have been working on the pickleball complex for over 2 years and pickleball members have been involved in the planning process since the start.

Chair Magner called for a motion. A motion was made by Director Dransfeldt and seconded by Director Malloy to approve the preliminary fiscal year 2023-2024 budget.

**Motion to Approve Prelim Budgets for FY 23-24**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

B. Consideration and Approval to Allocate More Reserves into the California CLASS Investment Account and Adoption of Resolution No. 740, Adopting a Financial Investment Policy

Administrative Services Manager Justin Kiraly presented Resolution No. 740 to adopt a Financial Investment Policy.

Chair Magner called for motions. A motion was made by Director Roberts and seconded by Director Malloy to approve an allocation amount of 70% to contribute to the California CLASS Investment Account.

**Motion to Approve 70% Allocation to CLASS Account**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

A motion was made by Director Dransfeldt and seconded by Director Malloy to adopt Resolution No. 740 of the Board of Directors of the Pleasant Valley Recreation and Park District Adopting a Financial Investment Policy.

**Motion to Adopt Reso 740, Investment Policy**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

C. Consideration and Approval of Updating the Naming Policy

Development Analyst Kaleen Gage highlighted changes and an added section for sponsorships and donations to the presented Sponsorship & Naming Policy.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve the updated Sponsorship & Naming Policy.

**Motion to Approve Sponsorship & Naming Policy**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

D. Consideration and Adoption of Resolution No. 741, Approving a One-Time Off-Salary Schedule Payment for Full-Time, General Manager, and Part-Time Year-Round Employees and Resolution No. 742, Approving the Amendment of the SEIU MOU 2021-2024

Administrative Services Manager Justin Kiraly presented Resolutions No. 741 and 742 addressing a one-time off-salary schedule payment for FT and PTYR District employees.

Chari Magner received a public comment card. Lynette Lucas stated that *The Brown Act* requires all materials to be available to the public and she should not have to search for info like the SEIU MOU and a copy of the budget. Ms. Lucas questioned the evaluation process of the General Manager.

Chair Magner called for motions. A motion was made by Director Malloy and seconded by Director Dransfeldt to adopt Resolution No. 741 of the Board of Directors of the Pleasant Valley Recreation and Park District Approving Fiscal Year 2022-2023 Off-Salary Schedule Pay One-Time Lump Sum Payment to Unrepresented District Employees.

**Motion to Adopt Reso 741, Approving Off-Salary Schedule Pay for Un-Represented Employees**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

A motion was made by Director Roberts and seconded by Director Dransfeldt to adopt Resolution No. 742 of the Board of Directors of the Pleasant Valley Recreation and Park District Approving and Adopting the First Amendment to the Memorandum of Understanding between the Pleasant Valley Recreation and Park District and Service Employees International Union Local 721 representing PVRPD Employees July 1, 2021-June 30, 2024.

**Motion to Adopt Reso 742, First Amendment to SEIU MOU**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

A motion was made by Director Dransfeldt and seconded by Director Malloy to approve the budget transfer to support said payments in the adoption of Resolutions No. 741 and 742.

**Motion to Approve Budget Transfer to Support Reso's 741 & 742**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

E. Consideration and Approval to Make a Payment to Reduce the District's CalPERS Unfunded Liability using Fiscal Year 2023 Savings

Administrative Services Manager Justin Kiraly presented an option to make an additional payment towards the District's unfunded accrued liability.

Chair Magner called for motions. A motion was made by Director Dransfeldt and seconded by Director Malloy to approve that staff make a CalPERS ADP of 1/3 of fiscal year 2023 excess revenue, not to exceed \$350,000.

**Motion to Approve a CalPERS ADP**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

A motion was made by Director Malloy and seconded by Director Dransfeldt to approve for staff to make a budget transfer from the Services and Supplies budget to Personnel budget to cover any additional budget needed to make the payment.

**Motion to Approve Budget Transfer**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**10. ORAL COMMUNICATION - INFORMATIONAL ITEMS**

A. Chair Magner – None.

B. Ventura County Special District Association/California Special District Association – VCSDA – Chair Magner stated that the meeting was held on June 6. CSDA - Director Magner reported on the National Coalition’s definition of a Special District.

C. Santa Monica Mountains Conservancy – Director Dransfeldt attended the May 15 meeting and the next one will be held on June 26.

D. Standing Committees – Finance – Director Malloy stated that there is currently sizeable cash with redevelopment fees. Liaison – PV Fields – Director Roberts stated they are working on an RFP for 3 or 5 yr contracts. Personnel – Chair Magner stated they covered closed session items. Policy – Director Malloy reported that they reviewed the Naming Policy and are looking at the General Use Policy.

F. Ad Hoc Committees – Miracle League – Director Malloy reported that fencing is in, but they will need a fence around the retention pond too.

G. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt reviewed the fundraisers and reported that Jody Pena will be joining the Board as an event planning chair.

H. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events. Ms. Otten introduced Matt Parker as the new Park Services Manager and thanked Bob Cerasuolo for his 26 years of service and his positive influence on the District.

I. Board Members – The Directors updated on the meetings and District events they attended for the month. Director Kelley stated that he wanted to remind constituents that staff hears community input and then researches and prepares reports for the Board to vote upon. The directors thanked retiring Park Services Manager Bob Cerasuolo for his years of service.

**11. ADJOURNMENT**

Chair Magner adjourned the meeting at 9:33 p.m.

**Respectfully submitted,**

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

**Approval,**

**Elaine Magner**  
**Chair**

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 5, 2023**

**SUBJECT: FINANCE REPORT MAY 2023**

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH MAY 31, 2023**

The District's Statements of Revenues and Expenditures for the period of May 1, 2023, through May 31, 2023, with a year-to-date comparison for the period of May 1, 2022, through May 31, 2022, are attached. The percentage rate used is 91.7% for Period 11 of the current fiscal year.

**REVENUES**

Total revenue including the 11<sup>th</sup> month ending May 31, 2023, for Fund 10 (General Fund) has an overall increase of \$1,322,693 in comparison to Fiscal Year 2021-2022. The variance from the prior year includes: 1) increase in Interest Earnings (5310) of \$165,769, 2) increase in Other Misc. Revenue (5575) received in the amount of \$245,652, and 3) increase in Tax Apportionments (5110-5240) in the amount of \$583,547 over the same period last year. The increase in Interest Earnings is due to much higher than expected interest rates due to inflationary pressures. The District received Prop 68 funding in the Misc. Revenue account in the amount of \$443,539. The increase in Tax Apportionments is due to an increase in property tax collected from the County of Ventura.

Total revenue recorded for Fund 20 for May 2023, the Assessment District Fund, was \$1,615.

Total revenue recorded for Fund 30 for May 2023, the Quimby Fund, was \$16,340 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for May 2023, the Park Impact Fees Fund, was \$33,239 for one housing and one commercial Park Impact fee paid.

Total revenue recorded for Fund 50 for May 2023, the Community Development Block Grant (CDBG) Food Share Fund, was \$10,716. Reimbursement requests are made on a quarterly basis.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. This is done in accordance with Generally Accepted Accounting Principles. There was no revenue recorded for Fund 60 for May 2023, the Restricted Donations Fund.

**EXPENDITURES**

Fund 10 Personnel Expenditures: Adjusting for the payoff of the Umpqua Pension Loan (6160) and Unfunded Liability payments to CalPERS (6170), the increase in salaries and benefits year-over-year is \$484,651. This variance is due to the increase in staff needed for services being

provided now that COVID-19 pandemic restrictions and regulations have been lessened, including the filling of vacant positions.

Fund 10 Service and Supply Expenditures show an increase of \$155,042 in comparison to the same period last year.

Adjusting for reserves, the increase in Services and Supplies year-to-date is \$231,483. This increase includes Insurance Liability (6410) being \$53,080 more than this time last year, an increase in Computer Hardware/Software (6240) of \$55,675 for processing of online credit card payments, an increase in Typeset and Print Services (7115) of \$11,789 due to activity guides not being issued because of COVID last year, and an increase in Redevelopment/Collection Fees (6960) of \$165,987.

Fund 10 Capital Expenditures shows an increase of \$243,069 in comparison to the same period last year.

Fund 10 Total Expenditures year to date are \$758,273 more compared to this point last year.

Fund 20 Expenditures are 65.33% of budget in Personnel and 90.55% of budget in Services and Supplies as of this month. This wide variation in the Personnel budget is due to the budget adjustment made in March for the need to increase Personnel at Pleasant Valley Fields, due to contracted services ending. This percentage will increase rapidly in the next month.

Fund 30 Expenditures were \$33,589 for Freedom Pickleball Sports Complex construction expenses.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$3,531.75 and Services and Supplies Expenses of \$1,807 for this month. The district received an additional allocation of funds for CDBG to purchase supplies for future use. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo.

Fund 60 has Expenditures of \$298,775 for this month.

### **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 18.52%, Fund 20 by 11.28%, Fund 30 by 95.54%, Fund 50 by -0.54%, and Fund 60 by 70.07%. Fund 40 had no budget and no expenses.

### **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for May 31, 2023, for Fund 10, Fund 20, Fund 30, Fund 40, Fund 50, and Fund 60.

### **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of May 31, 2023, Fund 10  
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of May 31, 2023, Fund 20  
(1 page)

- 3) Financial Statement of Revenue and Expenditures as of May 31, 2023, Fund 30  
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of May 31, 2023, Fund 40  
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of May 31, 2023, Fund 50  
(1 page)
- 6) Financial Statement of Revenue and Expenditures as of May 31, 2023, Fund 60  
(1 page)

General Ledger  
Fund 10 General Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apportionment	5110-5240	\$ (56,442.61)	\$ (7,403,704.89)	\$ (7,987,252.10)	\$ (7,634,345.00)	\$ 352,907.10	104.62%
Interest Earnings	5310	\$ (18,002.49)	\$ (8,103.90)	\$ (173,872.87)	\$ (104,893.00)	\$ 68,979.87	165.76%
Assessment Revenue	5500	\$ -	\$ -	\$ (433.44)	\$ -	\$ 433.44	-
Park Patrol Citations	5506	\$ (735.35)	\$ (1,277.11)	\$ (2,790.74)	\$ (1,500.00)	\$ 1,290.74	186.05%
Bingo - Primary Revenue	5508	\$ (1,440.00)	\$ (10,955.50)	\$ (19,330.55)	\$ (14,400.00)	\$ 4,930.55	134.24%
Excess Bingo Revenue	5509	\$ (328.00)	\$ (2,946.60)	\$ (10,263.69)	\$ -	\$ 10,263.69	-
Contract Classes-Public Fees	5510	\$ (23,579.44)	\$ (219,536.22)	\$ (186,958.58)	\$ (131,313.00)	\$ 55,645.58	142.38%
Public Fees	5511	\$ (11,005.27)	\$ (202,099.84)	\$ (199,560.29)	\$ (300,001.00)	\$ (100,440.71)	66.52%
Public Fees-Entry Fees	5520	\$ (4,542.00)	\$ (34,470.00)	\$ (41,964.00)	\$ (40,840.00)	\$ 1,124.00	102.75%
Vending Concessions	5525	\$ -	\$ (620.40)	\$ (1,132.72)	\$ (1,450.00)	\$ (317.28)	78.12%
Rental	5530	\$ (39,420.87)	\$ (397,522.84)	\$ (375,833.26)	\$ (338,717.00)	\$ 37,116.26	110.96%
Cell Tower Revenue	5535	\$ (13,182.84)	\$ (93,289.18)	\$ (103,377.62)	\$ (100,800.00)	\$ 2,577.62	102.56%
Parking Fees	5540	\$ (2,178.66)	\$ (15,408.55)	\$ (16,271.96)	\$ (9,600.00)	\$ 6,671.96	169.50%
Advertising Revenue	5555	\$ 850.00	\$ (2,550.00)	\$ (10,075.00)	\$ (10,000.00)	\$ 75.00	100.75%
Sponsorships/Donations	5558	\$ (16,875.34)	\$ -	\$ (16,875.34)	\$ -	\$ 16,875.34	-
Special Event	5561	\$ -	\$ 512.52	\$ (73,669.09)	\$ (56,205.00)	\$ 17,464.09	131.07%
Staffing Cost Recovery	5563	\$ (2,046.00)	\$ (49,714.25)	\$ (31,487.25)	\$ (58,352.00)	\$ (26,864.75)	53.96%
Special Event Permits	5564	\$ (200.00)	\$ (800.00)	\$ (900.00)	\$ -	\$ 900.00	-
Security Services - Recovery	5566	\$ -	\$ (4,789.00)	\$ (6,486.00)	\$ -	\$ 6,486.00	-
Contributions	5570	\$ (12,120.00)	\$ (72,178.28)	\$ (72,124.80)	\$ (72,000.00)	\$ 124.80	100.17%
Grants	5573	\$ -	\$ -	\$ (12,365.00)	\$ -	\$ 12,365.00	-
Rebates Recieved	5574	\$ -	\$ -	\$ (152,042.00)	\$ (152,042.00)	\$ -	100.00%
Other Misc Revenue	5575	\$ (29,700.81)	\$ (323,914.71)	\$ (569,567.17)	\$ (476,939.00)	\$ 92,628.17	119.42%
Incentive Income	5585	\$ (356.42)	\$ (1,594.86)	\$ (2,639.27)	\$ (1,700.00)	\$ 939.27	155.25%
Reimbursement - ROPS	5600	\$ -	\$ (396,407.90)	\$ (496,791.60)	\$ (350,000.00)	\$ 146,791.60	141.94%
<b>Revenue</b>		<b>\$ 231,306.10</b>	<b>\$ 9,241,371.51</b>	<b>\$ 10,564,064.34</b>	<b>\$ 9,855,097.00</b>	<b>\$ (708,967.34)</b>	<b>107.19%</b>
YTD Comparison				\$ 1,322,692.83			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 192,393.06	\$ 2,032,035.97	\$ 2,304,973.09	\$ 2,669,312.00	\$ 364,338.91	86.35%
Overtime Salaries	6101	\$ 3,604.83	\$ 14,372.63	\$ 18,248.01	\$ 26,785.00	\$ 8,536.99	68.13%
Car Allowance	6105	\$ 830.74	\$ 10,204.54	\$ 9,968.88	\$ 10,800.00	\$ 831.12	92.30%
Cell Phone Allowance	6108	\$ 1,194.14	\$ 13,100.21	\$ 13,798.68	\$ 15,960.00	\$ 2,161.32	86.46%
Part-Time Salaries	6110	\$ 27,380.32	\$ 313,268.90	\$ 360,888.02	\$ 549,670.00	\$ 188,781.98	65.66%
Retirement	6120	\$ 31,876.61	\$ 336,745.87	\$ 379,779.19	\$ 466,365.00	\$ 86,585.81	81.43%
457 Pension	6121	\$ 105.47	\$ 16,227.92	\$ 22,735.28	\$ 23,000.00	\$ 264.72	98.85%
Deferred Compensation	6125	\$ 387.84	\$ 4,245.43	\$ 4,473.86	\$ 4,895.00	\$ 421.14	91.40%
Employee Insurance	6130	\$ 28,661.63	\$ 195,738.27	\$ 298,587.17	\$ 372,401.00	\$ 73,813.83	80.18%
Workers Compensation	6140	\$ 11,926.42	\$ 136,573.66	\$ 149,424.55	\$ 222,963.00	\$ 73,538.45	67.02%
Unemployment Insurance	6150	\$ -	\$ 6,843.91	\$ 1,132.00	\$ 15,000.00	\$ 13,868.00	7.55%
Loan - Pension Obligation	6160	\$ -	\$ 264,217.75	\$ 132,893.00	\$ 132,893.00	\$ -	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 501,541.00	\$ 508,376.00	\$ 508,376.00	\$ -	100.00%
<b>Personnel</b>		<b>\$ 298,361.06</b>	<b>\$ 3,845,116.06</b>	<b>\$ 4,205,277.73</b>	<b>\$ 5,018,420.00</b>	<b>\$ 813,142.27</b>	<b>83.80%</b>
YTD Comparison				\$ 360,161.67			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 2,147.35	\$ 19,704.05	\$ 19,684.36	\$ 23,132.00	\$ 3,447.64	85.10%
IT Services	6220	\$ 4,150.84	\$ 22,433.08	\$ 49,052.40	\$ 61,125.00	\$ 12,072.60	80.25%
IT Infrastructure	6230	\$ -	\$ 539.62	\$ 62.72	\$ 2,000.00	\$ 1,937.28	3.14%
Computer Hardware/Software	6240	\$ 9,116.05	\$ 10,588.45	\$ 66,263.00	\$ 60,534.00	\$ (5,729.00)	109.46%
Pool Chemicals	6310	\$ -	\$ 4,102.14	\$ 3,698.47	\$ 8,250.00	\$ 4,551.53	44.83%
Janitorial Supplies	6320	\$ 6,760.24	\$ 34,853.27	\$ 42,717.76	\$ 48,408.00	\$ 5,690.24	88.25%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ -	\$ -	\$ 74.84	\$ 1,200.00	\$ 1,125.16	6.24%
Food Supplies	6340	\$ 473.54	\$ 788.17	\$ 5,688.20	\$ 14,850.00	\$ 9,161.80	38.30%
Water Maint & Service	6350	\$ 46.45	\$ 601.05	\$ 674.68	\$ 1,265.00	\$ 590.32	53.33%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 35.00	\$ 1,220.00	\$ 1,185.00	2.87%
Medical Supplies	6380	\$ 719.15	\$ -	\$ 719.15	\$ 1,050.00	\$ 330.85	68.49%
Insurance Liability	6410	\$ -	\$ 236,698.00	\$ 289,778.00	\$ 289,778.00	\$ -	100.00%
Equipment Maintenance	6500	\$ 551.89	\$ 141.93	\$ 576.43	\$ 1,000.00	\$ 423.57	57.64%
Fuel	6510	\$ 5,102.63	\$ 48,229.50	\$ 55,792.93	\$ 73,590.00	\$ 17,797.07	75.82%
Vehicle Maintenance	6520	\$ 556.99	\$ 34,361.62	\$ 29,876.32	\$ 35,400.00	\$ 5,523.68	84.40%
Building Maintenance	6600	\$ -	\$ -	\$ 24.14	\$ -	\$ (24.14)	-
Building Repair	6610	\$ 2,860.43	\$ 52,706.93	\$ 67,313.31	\$ 85,500.00	\$ 18,186.69	78.73%
HVAC Maintenance/Repairs	6620	\$ -	\$ 5,373.47	\$ 4,972.78	\$ 8,820.00	\$ 3,847.22	56.38%
Playground Maintenance	6630	\$ -	\$ 1,294.37	\$ 8,806.45	\$ 40,000.00	\$ 31,193.55	22.02%
Grounds Maintenance	6710	\$ 13,325.78	\$ 72,090.59	\$ 90,846.86	\$ 119,420.00	\$ 28,573.14	76.07%
Tree Care	6719	\$ -	\$ 24,352.50	\$ 31,168.49	\$ 34,000.00	\$ 2,831.51	91.67%
Park Amenities - Assess	6722	\$ -	\$ 9,005.46	\$ -	\$ -	\$ -	-
Fee Schedule	6727	\$ -	\$ -	\$ 13,050.00	\$ 13,050.00	\$ -	100.00%

General Ledger  
Fund 10 General Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Contracted Pest Control	6730	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	100.00%
Rubbish & Refuse	6740	\$ 7,692.23	\$ 72,974.14	\$ 66,857.35	\$ 79,830.00	\$ 12,972.65	83.75%
Vandalism/Theft	6750	\$ -	\$ 306.04	\$ 792.97	\$ 500.00	\$ (292.97)	158.59%
Memberships	6810	\$ -	\$ 12,960.00	\$ 13,890.00	\$ 15,047.00	\$ 1,157.00	92.31%
Office Supplies	6910	\$ 3,101.48	\$ 13,503.51	\$ 11,047.14	\$ 25,020.00	\$ 13,972.86	44.15%
Postage Expense	6920	\$ -	\$ 12,743.91	\$ 18,324.46	\$ 18,640.00	\$ 315.54	98.31%
Advertising Expense	6930	\$ -	\$ 2,792.95	\$ 697.38	\$ 3,490.00	\$ 2,792.62	19.98%
Printing Charges	6940	\$ 1,125.84	\$ 5,191.67	\$ 7,704.59	\$ 8,935.00	\$ 1,230.41	86.23%
Bank & Registration Fees	6950	\$ 0.75	\$ 67,525.39	\$ 1,816.67	\$ 3,920.00	\$ 2,103.33	46.34%
Approp Redev/Collection Fees	6960	\$ -	\$ 541,882.42	\$ 707,869.64	\$ 552,000.00	\$ (155,869.64)	128.24%
Minor Furn Fixture & Equip	6980	\$ -	\$ 1,185.36	\$ 1,592.60	\$ 1,137.00	\$ (455.60)	140.07%
Fingerprint Fees (HR)	7010	\$ 79.00	\$ 580.00	\$ 1,352.00	\$ 3,360.00	\$ 2,008.00	40.24%
Fire & Safety Insp Fees	7020	\$ -	\$ 2,324.65	\$ 2,652.11	\$ 4,725.00	\$ 2,072.89	56.13%
Permit & Licensing Fees	7030	\$ 953.00	\$ 4,978.40	\$ 6,527.68	\$ 6,550.00	\$ 22.32	99.66%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 7,997.58	\$ 68,708.00	\$ 54,258.58	\$ 147,501.00	\$ 93,242.42	36.79%
Legal Services	7110	\$ 1,757.57	\$ 40,106.96	\$ 51,005.72	\$ 90,000.00	\$ 38,994.28	56.67%
Typeset and Print Services	7115	\$ 246.90	\$ 23,820.15	\$ 35,609.15	\$ 36,600.00	\$ 990.85	97.29%
Instructor Services	7120	\$ 17,439.00	\$ 112,317.05	\$ 121,863.27	\$ 77,265.00	\$ (44,598.27)	157.72%
PERS Admin Fees	7125	\$ 149.62	\$ 1,179.19	\$ 1,356.91	\$ 2,200.00	\$ 843.09	61.68%
Audit Services	7130	\$ -	\$ 12,375.00	\$ 16,075.00	\$ 20,875.00	\$ 4,800.00	77.01%
Medical & Health Svcs	7140	\$ 360.00	\$ 2,025.00	\$ 4,054.44	\$ 12,170.00	\$ 8,116.56	33.31%
Security Services	7150	\$ 715.00	\$ 3,439.72	\$ 3,966.00	\$ 5,422.00	\$ 1,456.00	73.15%
Entertainment Services	7160	\$ 140.00	\$ 118.72	\$ 572.25	\$ 5,800.00	\$ 5,227.75	9.87%
Business Services	7180	\$ 22,295.08	\$ 51,584.04	\$ 61,266.16	\$ 107,769.00	\$ 46,502.84	56.85%
Umpire/Referee Services	7190	\$ -	\$ 1,555.00	\$ 1,150.00	\$ 1,650.00	\$ 500.00	69.70%
Subscriptions	7210	\$ 9.99	\$ 135.90	\$ 219.90	\$ 2,550.00	\$ 2,330.10	8.62%
Rents & Leases - Equip	7310	\$ 396.99	\$ 2,630.47	\$ 10,270.31	\$ 31,620.00	\$ 21,349.69	32.48%
Bldg/Field Leases & Rental	7320	\$ -	\$ (250.00)	\$ 60.00	\$ 60.00	\$ -	100.00%
Division Supplies	7410	\$ 758.91	\$ 982.09	\$ 5,170.16	\$ 6,040.00	\$ 869.84	85.60%
Program/Event Supplies	7420	\$ 1,112.48	\$ 12,559.64	\$ 26,692.35	\$ 29,000.00	\$ 2,307.65	92.04%
Bingo Supplies	7430	\$ 1,144.51	\$ 3,145.12	\$ 4,719.27	\$ 4,800.00	\$ 80.73	98.32%
Sporting Goods	7440	\$ 68.58	\$ 6,003.21	\$ 5,906.33	\$ 7,700.00	\$ 1,793.67	76.71%
Arts and Craft Supplies	7450	\$ 1,849.46	\$ -	\$ 3,033.93	\$ 4,025.00	\$ 991.07	75.38%
Training Supplies	7460	\$ 385.11	\$ 841.31	\$ 988.28	\$ 1,920.00	\$ 931.72	51.47%
Small Tools	7500	\$ 201.28	\$ 4,089.38	\$ 5,807.77	\$ 6,000.00	\$ 192.23	96.80%
Safety Supplies	7510	\$ 2,516.61	\$ 4,963.87	\$ 4,069.81	\$ 4,215.00	\$ 145.19	96.56%
Uniform Allowance	7610	\$ 778.53	\$ 8,481.12	\$ 8,432.54	\$ 12,490.00	\$ 4,057.46	67.51%
Safety Clothing	7620	\$ 1,430.17	\$ 1,969.99	\$ 3,012.40	\$ 5,404.00	\$ 2,391.60	55.74%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ -	\$ 3,898.21	\$ 11,904.77	\$ 30,591.00	\$ 18,686.23	38.92%
Conference&Seminar Board	7715	\$ 75.00	\$ 283.00	\$ 285.00	\$ 4,450.00	\$ 4,165.00	6.40%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,949.86	\$ 3,655.36	\$ 26,949.00	\$ 23,293.64	13.56%
Out of Town Travel Board	7725	\$ -	\$ 1,221.94	\$ 828.30	\$ 2,420.00	\$ 1,591.70	34.23%
Private Vehicle Mileage	7730	\$ 113.12	\$ 18.56	\$ 1,393.55	\$ 6,025.00	\$ 4,631.45	23.13%
Buses/Excursions	7750	\$ -	\$ -	\$ 4,900.89	\$ 33,500.00	\$ 28,599.11	14.63%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ 100.00	\$ 4,000.00	\$ 3,900.00	2.50%
Utilities - Gas	7810	\$ 4,041.34	\$ 37,299.42	\$ 60,857.34	\$ 53,040.00	\$ (7,817.34)	114.74%
Utilities - Water	7820	\$ 12,662.76	\$ 590,630.88	\$ 459,398.00	\$ 910,143.00	\$ 450,745.00	50.48%
Utilities - Electric	7830	\$ 12,836.71	\$ 180,278.33	\$ 139,296.86	\$ 217,575.00	\$ 78,278.14	64.02%
Airport Assessment Exp	7840	\$ -	\$ 1,517.00	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 7,592.60	\$ 8,562.55	\$ 16,130.00	\$ 7,567.45	53.08%
Meals for Staff Training	7920	\$ 378.73	\$ 1,679.00	\$ 1,318.07	\$ 3,500.00	\$ 2,181.93	37.66%
Employee Morale	7930	\$ 288.22	\$ 2,556.80	\$ 2,499.13	\$ 5,500.00	\$ 3,000.87	45.44%
COP Debt - PV Fields	7950	\$ -	\$ 223,759.02	\$ 217,282.28	\$ 217,560.00	\$ 277.72	99.87%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 36,645.00	\$ 65,203.00	\$ 65,203.00	\$ -	100.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	100.00%
<b>Services and Supplies</b>		<b>\$ 150,912.89</b>	<b>\$ 2,947,003.63</b>	<b>\$ 3,102,045.51</b>	<b>\$ 3,956,008.00</b>	<b>\$ 853,962.49</b>	<b>78.41%</b>
YTD Comparison				\$ 155,041.88			
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	\$ 316.88	\$ 2,148.00	\$ 1,831.12	14.75%
Equip/Facility Replacement	8420	\$ -	\$ 29,984.93	\$ 113,021.90	\$ 97,500.00	\$ (15,521.90)	115.92%
ECAA Loan-Lighting Project	8483	\$ 1,186.92	\$ 52.50	\$ 37,281.01	\$ 27,382.85	\$ (9,898.16)	136.15%
Prop 68-Arneill Ranch Park	8496	\$ -	\$ 361,645.94	\$ 51,731.16	\$ 51,731.16	\$ -	100.00%
Micracle League 805 Ballfield	8497	\$ -	\$ -	\$ -	\$ -	\$ -	-
MO Tennis Court Refinish	8498	\$ -	\$ -	\$ 86,000.00	\$ 86,000.00	\$ -	100.00%
Community Center Sewer Line	8499	\$ -	\$ -	\$ 32,402.81	\$ 28,025.00	\$ (4,377.81)	115.62%

General Ledger  
Fund 10 General Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Cam Grove Septic Tank	8500	\$ -	\$ -	\$ 72,605.21	\$ 72,605.21	\$ -	100.00%
Senior Center Roof	8501	\$ 137,711.00	\$ -	\$ 137,711.00	\$ 146,852.00	\$ 9,141.00	93.78%
Freedom Dog Park	8502	\$ 102,635.08	\$ -	\$ 103,682.42	\$ 200,000.00	\$ 96,317.58	51.84%
Co-Op Sewer Line	8503	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	0.00%
<b>Capital</b>		<b>\$ 241,533.00</b>	<b>\$ 391,683.37</b>	<b>\$ 634,752.39</b>	<b>\$ 772,244.22</b>	<b>\$ 137,491.83</b>	<b>82.20%</b>
YTD Comparison				\$ 243,069.02			
<hr/>							
<b>Expense</b>		<b>\$ 690,806.95</b>	<b>\$ 7,183,803.06</b>	<b>\$ 7,942,075.63</b>	<b>\$ 9,746,672.22</b>	<b>\$ 1,804,596.59</b>	<b>81.48%</b>
YTD Comparison				\$ 758,272.57			
<hr/>							
<b>Revenue Total</b>		<b>\$ 231,306.10</b>	<b>\$ 9,241,371.51</b>	<b>\$ 10,564,064.34</b>	<b>\$ 9,855,097.00</b>	<b>\$ (708,967.34)</b>	<b>107.19%</b>
<b>Expense Total</b>		<b>\$ 690,806.95</b>	<b>\$ 7,183,803.06</b>	<b>\$ 7,942,075.63</b>	<b>\$ 9,746,672.22</b>	<b>\$ 1,804,596.59</b>	<b>81.48%</b>
<b>YTD Revenue-Expenses</b>			<b>\$ 2,057,568.45</b>	<b>\$ 2,621,988.71</b>			
YTD Comparison				\$ 564,420.26			

General Ledger  
Fund 20 Assessment Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apportionment	5110-5240	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ -	\$ (285.89)	\$ (19,174.13)	\$ (12,000.00)	\$ 7,174.13	159.78%
Assessment Revenue	5500	\$ (1,614.68)	\$ (1,205,531.39)	\$ (1,237,335.16)	\$ (1,251,393.00)	\$ (14,057.84)	98.88%
<b>Revenue</b>		<b>\$ 1,614.68</b>	<b>\$ 1,205,817.28</b>	<b>\$ 1,256,509.29</b>	<b>\$ 1,263,631.00</b>	<b>\$ 7,121.71</b>	<b>99.44%</b>
YTD Comparison				\$ 50,692.01			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 13,007.09	\$ 19,706.11	\$ 39,370.00	\$ 62,048.00	\$ 22,678.00	63.45%
Overtime Salaries	6101	\$ -	\$ 66.98	\$ 10.32	\$ -	\$ (10.32)	0.00%
Cell Phone Allowance	6108	\$ 13.86	\$ 171.97	\$ 166.32	\$ 162.00	\$ (4.32)	102.67%
Retirement	6120	\$ 2,233.41	\$ 3,110.95	\$ 6,657.54	\$ 10,801.00	\$ 4,143.46	61.64%
Employee Insurance	6130	\$ 3,111.18	\$ 2,799.92	\$ 8,839.95	\$ 10,086.00	\$ 1,246.05	87.65%
Workers Compensation	6140	\$ 1,432.70	\$ 2,022.72	\$ 4,394.93	\$ 7,887.00	\$ 3,492.07	55.72%
<b>Personnel</b>		<b>\$ 19,798.24</b>	<b>\$ 27,878.65</b>	<b>\$ 59,439.06</b>	<b>\$ 90,984.00</b>	<b>\$ 31,544.94</b>	<b>65.33%</b>
YTD Comparison				\$ 31,560.41			
<b>Services and Supplies</b>							
Incidental Costs - Assess	6709	\$ -	\$ 28,759.18	\$ 18,522.28	\$ 19,444.00	\$ 921.72	95.26%
Grounds Maintenance	6710	\$ 8,212.82	\$ 346.72	\$ 8,212.82	\$ 37,999.00	\$ 29,786.18	21.61%
Tree Care	6719	\$ 3,584.14	\$ 48,400.00	\$ 69,067.99	\$ 88,502.00	\$ 19,434.01	78.04%
Contracted LS Services	6720	\$ 26,259.27	\$ 387,041.10	\$ 386,664.06	\$ 447,049.00	\$ 60,384.94	86.49%
Park Amenities - Assess	6722	\$ -	\$ 1,884.42	\$ 28,810.62	\$ 34,000.00	\$ 5,189.38	84.74%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 2,969.14	\$ 5,648.55	\$ 3,500.00	\$ (2,148.55)	161.39%
COP Debt - PV Fields	7950	\$ -	\$ 529,759.38	\$ 533,756.09	\$ 529,760.00	\$ (3,996.09)	100.75%
<b>Services and Supplies</b>		<b>\$ 38,056.23</b>	<b>\$ 999,159.94</b>	<b>\$ 1,050,682.41</b>	<b>\$ 1,160,324.00</b>	<b>\$ 109,641.59</b>	<b>90.55%</b>
YTD Comparison				\$ 51,522.47			
<b>Expense</b>		<b>\$ 57,854.47</b>	<b>\$ 1,027,038.59</b>	<b>\$ 1,110,121.47</b>	<b>\$ 1,251,308.00</b>	<b>\$ 141,186.53</b>	<b>88.72%</b>
YTD Comparison				\$ 83,082.88			
<b>Revenue Total</b>		<b>\$ 1,614.68</b>	<b>\$ 1,205,817.28</b>	<b>\$ 1,256,509.29</b>	<b>\$ 1,263,631.00</b>	<b>\$ 7,121.71</b>	<b>99.44%</b>
<b>Expense Total</b>		<b>\$ 57,854.47</b>	<b>\$ 1,027,038.59</b>	<b>\$ 1,110,121.47</b>	<b>\$ 1,251,308.00</b>	<b>\$ 141,186.53</b>	<b>88.72%</b>
<b>YTD Revenue-Expenses</b>			<b>\$ 178,778.69</b>	<b>\$ 146,387.82</b>			
YTD Comparison				\$ (32,390.87)			

General Ledger  
Fund 30 Quimby Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ (16,340.27)	\$ (5,633.58)	\$ (71,042.29)	\$ (45,125.00)	\$ 25,917.29	157.43%
Park Dedication Fees	5400	\$ -	\$ -	\$ (3,779,680.45)	\$ (3,466,172.45)	\$ 313,508.00	109.04%
<b>Revenue</b>		<b>\$ 16,340.27</b>	<b>\$ 5,633.58</b>	<b>\$ 3,850,722.74</b>	<b>\$ 3,511,297.45</b>	<b>\$ (339,425.29)</b>	<b>109.67%</b>
YTD Comparison				\$ 3,845,089.16			
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Arnell Ranch Park Renovation	8464	\$ -	\$ 1,312,084.85	\$ 13,520.66	\$ 106,529.25	\$ 93,008.59	12.69%
Pickleball Sports Complex	8493	\$ 33,589.25	\$ 6,188.40	\$ 116,163.20	\$ 1,401,522.55	\$ 1,285,359.35	8.29%
<b>Capital</b>		<b>\$ 33,589.25</b>	<b>\$ 1,318,273.25</b>	<b>\$ 129,683.86</b>	<b>\$ 2,908,051.80</b>	<b>\$ 2,778,367.94</b>	<b>4.46%</b>
YTD Comparison				\$ (1,188,589.39)			
<b>Services and Supplies</b>							
Bank & Registration Fees	6950	\$ -	\$ 36.00	\$ 10.00	\$ 10.00	\$ -	100.00%
<b>Services and Supplies</b>		<b>\$ -</b>	<b>\$ 36.00</b>	<b>\$ 10.00</b>	<b>\$ 10.00</b>	<b>\$ -</b>	<b>100.00%</b>
YTD Comparison				\$ (26.00)			
<b>Expense</b>		<b>\$ 33,589.25</b>	<b>\$ 1,318,309.25</b>	<b>\$ 129,693.86</b>	<b>\$ 2,908,061.80</b>	<b>\$ 2,778,367.94</b>	<b>4.46%</b>
YTD Comparison				\$ (1,188,615.39)			
<b>Revenue Total</b>		<b>\$ 16,340.27</b>	<b>\$ 5,633.58</b>	<b>\$ 3,850,722.74</b>	<b>\$ 3,511,297.45</b>	<b>\$ (339,425.29)</b>	<b>109.67%</b>
<b>Expense Total</b>		<b>\$ 33,589.25</b>	<b>\$ 1,318,309.25</b>	<b>\$ 129,693.86</b>	<b>\$ 2,908,061.80</b>	<b>\$ 2,778,367.94</b>	<b>4.46%</b>
<b>YTD Revenue-Expenses</b>		<b>\$</b>	<b>\$ (1,312,675.67)</b>	<b>\$ 3,721,028.88</b>			
YTD Comparison				\$ 5,033,704.55			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,820,173.71	\$ 829,035.29	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	3/15/2028
<b>Total</b>	<b>\$ 11,090,795.40</b>	<b>\$ 6,822,201.95</b>			<b>\$ 4,799,451.03</b>	<b>\$ 6,530,227.38</b>	

\*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes  
 \*\*Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger  
Fund 40 Park Impact Fee Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ (7.65)	\$ (4,202.33)	\$ (3,662.93)	\$ 539.40	114.73%
Park Impact Fees	5450	\$ (33,239.16)	\$ (172,347.20)	\$ (49,071.12)	\$ (7,931.19)	\$ 41,139.93	618.71%
<b>Revenue</b>		<b>\$ 33,239.16</b>	<b>\$ 172,354.85</b>	<b>\$ 53,273.45</b>	<b>\$ 11,594.12</b>	<b>\$ (41,679.33)</b>	<b>459.49%</b>
<b>Revenue Total</b>		<b>\$ 33,239.16</b>	<b>\$ 172,354.85</b>	<b>\$ 53,273.45</b>	<b>\$ 11,594.12</b>	<b>\$ (41,679.33)</b>	<b>459.49%</b>
<b>Expense Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

General Ledger  
Fund 50 CDBG Fund  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
CDBG - Food Share	5577	\$ (10,716.29)	\$ -	\$ (40,035.30)	\$ (42,428.00)	\$ (2,392.70)	94.36%
<b>Revenue</b>		<b>\$ 10,716.29</b>	<b>\$ -</b>	<b>\$ 40,035.30</b>	<b>\$ 42,428.00</b>	<b>\$ 2,392.70</b>	<b>94.36%</b>
<b>Personnel</b>							
Full Time Salaries	6100	\$ 242.06	\$ 14,277.50	\$ 3,511.49	\$ 3,740.16	\$ 228.67	93.89%
Part-Time Salaries	6110	\$ 2,794.48	\$ 5,654.50	\$ 29,640.39	\$ 30,892.07	\$ 1,251.68	95.95%
Retirement	6120	\$ 422.17	\$ 1,143.90	\$ 4,505.96	\$ 4,622.60	\$ 116.64	97.48%
Employee Insurance	6130	\$ 30.83	\$ 38.61	\$ 74.96	\$ 18.13	\$ (56.83)	413.46%
Workers Compensation	6140	\$ 42.21	\$ 191.72	\$ 515.49	\$ 568.04	\$ 52.55	90.75%
<b>Personnel</b>		<b>\$ 3,531.75</b>	<b>\$ 21,306.23</b>	<b>\$ 38,248.29</b>	<b>\$ 39,841.00</b>	<b>\$ 1,592.71</b>	<b>96.00%</b>
<b>Services and Supplies</b>							
Division Supplies	7410	\$ 1,806.67	\$ -	\$ 1,806.67	\$ -	\$ (1,806.67)	0.00%
<b>Services and Supplies</b>		<b>\$ 1,806.67</b>	<b>\$ -</b>	<b>\$ 1,806.67</b>	<b>\$ -</b>	<b>\$ (1,806.67)</b>	<b>0.00%</b>
<b>Expense</b>		<b>\$ 5,338.42</b>	<b>\$ 21,306.23</b>	<b>\$ 40,054.96</b>	<b>\$ 39,841.00</b>	<b>\$ (213.96)</b>	<b>100.54%</b>
<b>Revenue Total</b>		<b>\$ 10,716.29</b>	<b>\$ -</b>	<b>\$ 40,035.30</b>	<b>\$ 42,428.00</b>	<b>\$ 2,392.70</b>	<b>94.36%</b>
<b>Expense Total</b>		<b>\$ 5,338.42</b>	<b>\$ 21,306.23</b>	<b>\$ 40,054.96</b>	<b>\$ 39,841.00</b>	<b>\$ (213.96)</b>	<b>100.54%</b>

General Ledger  
Fund 60 Restricted Donations  
May 2023 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Restricted Donations	5576	\$ -	\$ -	\$ (1,308,170.00)	\$ (1,308,170.00)	\$ -	100.00%
Interest Earnings	5310	\$ -	\$ -	\$ (6,034.70)	\$ (2,000.00)	\$ 4,034.70	301.74%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,314,204.70</b>	<b>\$ 1,310,170.00</b>	<b>\$ (4,034.70)</b>	<b>100.31%</b>
<b>Capital</b>							
Micracle League 805 Ballfield	8497	\$ 298,775.00	\$ -	\$ 299,295.28	\$ 1,000,000.00	\$ 700,704.72	29.93%
<b>Capital</b>		<b>\$ 298,775.00</b>	<b>\$ -</b>	<b>\$ 299,295.28</b>	<b>\$ 1,000,000.00</b>	<b>\$ 700,704.72</b>	<b>29.93%</b>
<b>Services and Supplies</b>							
Bank Charges	6955	\$ -	\$ -	\$ 12.00	\$ 12.00	\$ -	100.00%
<b>Services and Supplies</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12.00</b>	<b>\$ 12.00</b>	<b>\$ -</b>	<b>100.00%</b>
<b>Expense</b>		<b>\$ 298,775.00</b>	<b>\$ -</b>	<b>\$ 299,307.28</b>	<b>\$ 1,000,012.00</b>	<b>\$ 700,704.72</b>	<b>29.93%</b>
<b>Revenue Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,314,204.70</b>	<b>\$ 1,310,170.00</b>	<b>\$ (4,034.70)</b>	<b>100.31%</b>
<b>Expense Total</b>		<b>\$ 298,775.00</b>	<b>\$ -</b>	<b>\$ 299,307.28</b>	<b>\$ 1,000,012.00</b>	<b>\$ 700,704.72</b>	<b>29.93%</b>

Pleasant Valley Recreation and Park District  
 Monthly AP, Payroll, Wire, Online Payment Report  
 May 2023

	Date	Amount	
Accounts Payables:	5/31/2023	\$ 818,833.75	
	<b>Total</b>	<b>\$ 818,833.75</b>	
Payroll (Total Cost):	5/11/2023	\$ 160,739.45	
	5/25/2023	\$ 161,204.11	
	<b>Total</b>	<b>\$ 321,943.56</b>	
Payroll AP Payments	5/2/2023	\$ 41,986.64	PERS Health Insurance Premium
	5/11/2023	\$ 16,527.24	CALPERS - Ret PR 5/11/2023
	5/2/2023	\$ 2,581.11	Guardian
	5/2/2023	\$ 583.80	VSP
	5/2/2023	\$ 2,483.63	Hartford
	5/25/2023	\$ 16,611.10	CALPERS- Ret-PR-5/25/23
	<b>Total</b>	<b>\$ 80,773.52</b>	
	<b>Grand Total</b>	<b>\$ 1,221,550.83</b>	

## CASH REPORT

	5/31/2022 Balance	5/31/2021 Balance	
<b>Restricted Funds</b>			
Debt Service - Restricted	\$ 140,586.22	\$ 256,423.64	
457 Pension Trust Restricted	\$ 75,280.89	\$ 86,367.67	
Quimby Fee - Restricted	\$ 318,241.19	\$ 411,537.53	
Multi-Bank Securities Restricted	\$ 15,421.14	\$ 15,421.14	
Ventura County Pool - Restricted	\$ 3,055,160.70	\$ 4,543,919.59	
Park Impact Fees	\$ 172,350.46	\$ -	
FCDP Checking	\$ 13,846.66	\$ 13,456.76	
<b>Total</b>	<b>\$ 3,790,887.26</b>	<b>\$ 5,327,126.33</b>	
<b>Semi-Restricted Funds</b>			
Assessment	\$ 1,133,682.44	\$ 1,065,586.21	
Capital Improvement	\$ 1,120,598.92	\$ 38,835.65	
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80	
LAIF - <b>Capital</b>	\$ 2,482,276.44	\$ 2,320,504.80	
Designated Project	\$ 230,484.00	\$ 16,397.94	
Contingency - Dry Period	\$ 397,645.00	\$ 361,000.00	
Contingency-Compensated Absences	\$ 75,000.00	\$ -	
Contingency-Vehicle Replacement	\$ 30,000.00	\$ 30,000.00	
Contingency - Computer	\$ 20,000.00	\$ 20,000.00	
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00	
<b>Total</b>	<b>\$ 5,839,530.60</b>	<b>\$ 4,102,168.40</b>	
<b>Unrestricted Funds</b>			
Contingency	\$ 4,083,137.75	\$ 12,227.50	
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 4,045,795.87	
General Fund Checking	\$ 442,215.83	\$ 424,618.80	
<b>Total</b>	<b>\$ 4,525,353.58</b>	<b>\$ 4,482,642.17</b>	
<b>Total of all Funds</b>	<b>\$ 14,155,771.44</b>	<b>\$ 13,911,936.90</b>	<b>\$ 243,834.54</b>

## CASH REPORT

	6/30/2022 Balance	6/30/2021 Balance	
<b>Restricted Funds</b>			
Debt Service - Restricted	\$ 140,595.62	\$ 256,432.07	
457 Pension Trust Restricted	\$ 75,285.92	\$ 83,837.02	
Quimby Fee - Restricted	\$ 234,422.12	\$ 396,418.30	
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -	
Ventura County Pool - Restricted	\$ 3,057,753.98	\$ 4,546,106.60	
Park Impact Fees	\$ 172,359.10	\$ -	
FCDP Checking	\$ 13,846.66	\$ 13,601.61	
<b>Total</b>	<b>\$ 3,709,684.54</b>	<b>\$ 5,296,395.60</b>	
<b>Semi-Restricted Funds</b>			
Assessment	\$ 1,037,090.52	\$ 1,001,601.24	
Capital Improvement	\$ 1,120,677.27	\$ 30,010.02	
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80	
LAIF - <b>Capital</b>	\$ 2,025,275.39	\$ 4,045,795.87	
Designated Project	\$ 230,484.00	\$ 16,397.94	
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00	
Contingency-Compensated Absences	\$ 75,000.00	\$ -	
Contingency-Vehicle Replacement	\$ 30,000.00	\$ -	
Contingency - Computer	\$ 20,000.01	\$ 20,000.00	
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00	
<b>Total</b>	<b>\$ 5,285,708.07</b>	<b>\$ 5,754,648.87</b>	
<b>Unrestricted Funds</b>			
Contingency	\$ 4,309,486.67	\$ 12,233.00	
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,320,504.80	
General Fund Checking	\$ 123,745.40	\$ 185,667.27	
<b>Total</b>	<b>\$ 4,433,232.07</b>	<b>\$ 2,518,405.07</b>	
<b>Total of all Funds</b>	<b>\$ 13,428,624.68</b>	<b>\$ 13,569,449.54</b>	<b>\$ (140,824.86)</b>

# Bank Reconciliation

## Board Audit

User: Cwebster  
 Printed: 06/07/2023 - 1:53PM  
 Date Range: 05/01/2023 - 05/31/2023  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: MAY 2023 BILLING	05/02/2023	661.44
0	CALPERS HEALTH	CALPERS: HEALTH PREMIUM MA	05/02/2023	41,986.64
0	CALPERS PENSION	CALPERS: PR CONT 5/11/2023 / PL	05/11/2023	16,527.24
0	CALPERS PENSION	CAL PERS: PR CONT 5/25/2023 / PL	05/25/2023	16,611.10
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE-88 PMT / PR 5/11/2023 /PI	05/11/2023	3,639.77
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT / PR 5/25/2023	05/25/2023	3,704.72
0	GUARDIAN	GUARDIAN: MAY 2023 BILLING	05/02/2023	2,581.11
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD LIFE: MAY 2023 BILLI	05/02/2023	2,483.63
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS PR 5/11/2023 / FEDERA	05/11/2023	24,882.98
0	INTERNAL REVENUE SERVICE - O	IRS: EFPTS / 941 PMT / PR 5/25/202	05/25/2023	24,907.12
0	US BANK	US BANK: CAL CARD STMT 4/24/2	05/08/2023	254.99
0	VSP	VSP: MAY 2023 BILLING	05/02/2023	583.80
26086	DIAL SECURITY	DIAL SECURITY: HUNTER EVENT	05/04/2023	130.50
26087	EAST CAMARILLO CONGREGATIC	EAST CAM JEHOVAH'S WITNESS:	05/04/2023	300.00
26089	ROSEMARY GONZALEZ	GONZALEZ, ROSEMARY: CLEANI	05/04/2023	50.00
26097	PLEASANT VALLEY HISTORICAL :	PV HISTORICAL SOCIETY: INSUR	05/04/2023	136.00
26110	COUNTY OF VENTURA- ELECTION	VC ELECTIONS DIVISION: CLEAN	05/05/2023	50.00
26128	CANON SOLUTIONS AMERICA INC	CANON: INK TANK / VINYL	05/05/2023	4,000.00
26149	CSUCI	CSUCI: CLEANING DEP REFUND/	05/18/2023	50.00
Total for Department: 00 Non Departmentalized				143,541.04
Department: 03 Recreation				
0	AMAZON	AMAZON: SUPPLIES	05/04/2023	768.44
0	AMAZON	AMAZON: SUPPLIES	05/18/2023	431.02
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	05/18/2023	1,020.50
0	ESTELA LIZARRAGA	LIZARRAGA, E: APRIL 2023 CLAS	05/05/2023	845.00
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	05/18/2023	60.71
0	JOHN SOFER	SOFER, J: APRIL 2023 MILEAGE RI	05/05/2023	19.45
0	KALEEN GAGE	GAGE, K: APRIL 2023 MILEAGE RI	05/05/2023	17.03
0	KATIE SHINDEN	SHINDEN, K: SESSION - SPRING 1	05/05/2023	760.50
0	LANNY BINNEY	BINNEY, L: APRIL 2023 MILEAGE	05/05/2023	12.18
0	MACY TRUEBLOOD	TRUEBLOOD, M: APRIL 2023 MILI	05/05/2023	22.60
0	NICHOLAS CASTRO	CASTRO, N: MILEAGE REIMB APF	05/05/2023	10.74
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLAS	05/05/2023	767.00
0	SARAH PASCUAL	PASCUAL, S: APRIL 2023 MILEAGI	05/05/2023	15.79
0	US BANK	US BANK: CAL CARD STMT 4/24/2	05/08/2023	1,450.44
26078	AMERICAN RED CROSS	AMERICAN RED CROSS: LTS FAC	05/04/2023	200.00
26084	CONNEY SAFETY PRODUCTS	CONNEY SAFETY: EYE WASH	05/04/2023	454.06
26088	ELITE COMMUNICATION	ELITE COMMUNICATION: AQUAT	05/04/2023	2,519.30
26104	AMERICAN RED CROSS	AMERICAN RED CROSS: CDR & F	05/05/2023	88.00
26105	MICHAEL ASHLEY	ASHLEY, M: PICKLEBALL SESSIO	05/05/2023	988.00
26109	CONNEY SAFETY PRODUCTS	CONNEY SAFETY: FIRST AID SUP	05/05/2023	782.78
26112	CLIFTON G. GORE JR.	GORE, C: TAI CHI CLASSES / 40 E	05/05/2023	4,790.00
26113	DANIEL E. HOWARD	HOWARD, D: JU-JITSU APRIL CLA	05/05/2023	287.95
26115	ROBERT INGLIS	INGLIS, R: SCUBA CLASS / 1 ENR	05/05/2023	194.35
26117	KIEFER AQUATICS	KIEFER AQUATICS: MED & LARG	05/05/2023	440.36
26122	WWW.SWIMOUTLET.COM SPIRAL	SWIMOUTLET: SWIM BAR FLOAT	05/05/2023	675.44
26126	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE	05/05/2023	1,017.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26127	DEBBIE LEE BAVARO	BAVARO, D: SEWING CLASSES AF	05/05/2023	549.25
26128	CANON SOLUTIONS AMERICA INC	CANON: BOND & GLOSSY PAPER	05/05/2023	1,082.22
26129	SANDRA DIXON	DIXON, S: BALLET & TAP CLASSE	05/05/2023	747.50
26137	DEBBIE LEE BAVARO	BAVARO, D: SEWING CLASS / 3 E	05/18/2023	232.70
26138	BINGO WEST #4	BINGO WEST: BINGO SUPPLIES	05/18/2023	913.18
26140	CA DEPARTMENT OF ALCOHOLIC	CA DEPT OF ABC: PV LIONS CLUE	05/18/2023	100.00
26145	THOMAS COSTA	COSTA, T: PICKLEBALL CLASS / 3	05/18/2023	731.25
26147	LORENZO J. CRAWFORD JR.	CRAWFORD, L: JAN-APR 2023 FU	05/18/2023	361.40
26153	BRYAN MONKA	MONKA, B: SOCCER CLASS / 17 E	05/18/2023	564.20
26154	MOTION PICTURE LICENSING COI	MPLC: UMBRELLA LICENSE CER	05/18/2023	749.00
26161	AUDREY WALZER	WALZER, A: FUNCTIONAL YOGA	05/18/2023	1,729.00
26162	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: BASKETBA	05/18/2023	1,365.00
Total for Department: 03 Recreation				27,764.24
Department: 04 Parks				
0	ARAMSCO INC.	ARAMSCO: RESTROOM SUPPLIES	05/04/2023	4,397.93
0	ARAMSCO INC.	ARAMSCO: RESTROOM SUPPLIES	05/18/2023	2,362.31
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	05/03/2023	6,526.12
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 2972502	05/04/2023	11.45
0	E.J.HARRISON AND SONS, INC.	E J HARRISON: APRIL 2023 BILLI	05/04/2023	4,459.31
0	FERGUSON ENTERPRISES INC. #1:	FERGUSON: KIAPHRAM URN KIT	05/04/2023	163.82
0	GRAINGER	GRAINGER: SAFETY EQUIP / SHO	05/04/2023	3,264.18
0	GRAINGER	GRAINGER: PUSH BROOM /HAND	05/18/2023	179.51
0	JESSE GOMEZ	GOMEZ, J: BOOTS REIMB	05/18/2023	200.00
0	L.A. ELECTRICOM INC	L.A. ELECTRICOM: ELECTRICAL	05/08/2023	83,372.00
0	LINCOLN AQUATICS	LINCOLN AQUATICS: GLASS CUV	05/04/2023	1,293.41
0	SOCAL GAS COMPANY	SCG: SVC DATE 2023-3/30 - 4/28 / P	05/02/2023	4,041.34
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-3/29 - 4/26 / S	05/02/2023	5,214.11
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-4/13 - 5/11 / Q	05/16/2023	7,622.60
0	SPRINT	SPRINT: BILL DATE 2023-5/12 - 4/1	05/04/2023	252.33
0	STAPLES BUSINESS ADVANTAGE	STAPLES: BROTHER PRINTER	05/04/2023	552.65
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: DXR RESTROOM / S	05/04/2023	179.97
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR / SINK/ HO	05/18/2023	217.02
0	US BANK	US BANK: CAL CARD STMT 4/24/2	05/08/2023	2,541.90
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2023-3/31 - 4/30 / I	05/18/2023	814.56
0	WEX BANK	WEX BANK: FUEL PURCHASES A	05/04/2023	4,797.54
26079	ASTRA INDUSTRIAL SERVICES IN	ASTRA INDUSTRIAL: TUBULAR F	05/04/2023	1,767.48
26080	B & B DO IT CENTER	B&B: CAUTION TAPE / FASTENER	05/04/2023	138.39
26082	CALIFORNIA ELECTRIC COMPANY	CALIFORNIA ELECTRIC : INSTAL	05/04/2023	273.00
26083	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: NORWESCO W/	05/04/2023	369.18
26085	COUNTY OF VENTURA	COUNTY OF VENTURA: FEB 2023	05/04/2023	12.50
26090	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: SW CASTER /	05/04/2023	23.56
26091	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	05/04/2023	1,800.00
26094	LEVI'S LOCK & SECURITY	LEVI'S LOCK & SECURITY: REKE	05/04/2023	160.00
26096	PHOENIX GROUP INFORMATION S	PHOENIX: ADMIN SVC FEB 2023	05/04/2023	284.23
26098	SITEONE LANDSCAPE SUPPLY LL	SITEONE: RISER W/ CHECK VALV	05/04/2023	3,466.77
26099	VORTEX INDUSTRIES, INC.	VORTEX: REPAIR ALUM / GLASS	05/04/2023	565.00
26107	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYLING SV	05/05/2023	785.53
26108	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: NOZZLE / PV FI	05/05/2023	415.37
26111	LESLIE S. GILMER III	SG MASONRY: CONCRETE MOW	05/05/2023	5,000.00
26116	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	05/05/2023	600.00
26121	SITEONE LANDSCAPE SUPPLY LL	SITEONE: TREE STAKES / TREE TI	05/05/2023	462.66
26132	B & B DO IT CENTER	B&B: RECTANGULAR BLADE / SH	05/05/2023	156.84
26134	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: A	05/18/2023	947.39
26135	ASTRA INDUSTRIAL SERVICES IN	ASTRA: 3" RP W/NRSRW VAL/ G5 I	05/18/2023	2,904.76
26136	B & B DO IT CENTER	B&B: FIP CAP / LAURELWOOD PA	05/18/2023	594.56
26141	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2023-3/31 -	05/18/2023	5,268.08
26148	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW: SVC DATE 2023-3/31	05/18/2023	54.00
26150	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: TIRE PATCH /	05/18/2023	6.42
26151	HOSE- MAN INC.	HOSE-MAN: HOSE LEAK ON MOV	05/18/2023	102.54
26155	NAPA AUTO PARTS	NAPA: SPLICE LOCK CONNECTOI	05/18/2023	326.76
26156	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: P	05/18/2023	1,500.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26157	CHARLES MICHAEL PARRENT	FALCON ROOFING CO: SENIOR C	05/18/2023	137,711.00
26158	SMITH PIPE & SUPPLY INC.	SMITH PIPE & SUPPLY: VALVE BC	05/18/2023	163.93
26163	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: PVC TBE/ SOCK	05/18/2023	70.55
26164	LESLIE S. GILMER III	GILMER, L: SG MASONRY / CONC	05/18/2023	13,750.00
Total for Department: 04 Parks				312,144.56
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	05/18/2023	1,757.57
0	AMAZON	AMAZON: OFFICE SUPPLIES	05/04/2023	450.63
0	AMAZON	AMAZON: OFFICE SUPPLIES	05/18/2023	368.99
0	CALPERS HEALTH	CALPERS: HEALTH PREMIUM MA	05/02/2023	149.62
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: EQUIP POU COOLER	05/04/2023	35.00
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	05/05/2023	127.41
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	05/18/2023	457.02
0	JENNIFER STRAIN	STRAIN, J: APRIL 2023 MILEAGE I	05/05/2023	15.33
0	KATHRYN DREWRY	DREWRY, K: REIMB HOT BEV / PA	05/04/2023	39.90
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: BILL DATE 20	05/18/2023	573.19
0	LPA INC.	LPA: SVC DATE 2022-2/1 - 2/28	05/04/2023	7,897.58
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2023-4/17 -	05/04/2023	17.08
0	SPRINT	SPRINT: BILL DATE 2023-5/12 - 4/1	05/04/2023	35.00
0	STAPLES BUSINESS ADVANTAGE	STAPLES: OFFICE SUPPLIES	05/04/2023	254.53
0	STAPLES BUSINESS ADVANTAGE	STAPLES: OFFICE SUPPLIES	05/18/2023	62.32
0	STREAMLINE	STREAMLINE: SVC DATE 2023-5/1	05/05/2023	540.00
0	US BANK	US BANK: CAL CARD STMT 4/24/2	05/08/2023	1,706.50
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2023-3/31 - 4/30 /	05/18/2023	0.75
26077	ALLCONNECTED, INC.	ALLCONNECTED: HP INTEGRATE	05/04/2023	48.00
26081	BAY ALARM	BAY ALARM: ALARM MONITOR S	05/04/2023	330.00
26092	GRAYSON KENT	KENT, G: EDUCATIONAL PRESEN	05/04/2023	225.00
26101	ACCU-PRINTS/M&L PARTNERSHIP	ACCUPRINTS: FINGERPRINT / API	05/05/2023	15.00
26102	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE: SVC DATE 2023-5/1	05/05/2023	1,564.93
26103	ALLCONNECTED, INC.	ALLCONNECTED: MONTHLY BIL	05/05/2023	3,562.84
26104	AMERICAN RED CROSS	AMERICAN RED CROSS: CDR & F	05/05/2023	1,144.00
26119	PAUL LERMA	LERMA, P: TINY TOTS HIKE	05/05/2023	62.50
26123	CODY SWANSON	SWANSON, C: HIKE 3/18/2023	05/05/2023	137.50
26125	VENTURA COUNTY SPECIAL DIST	VCSDA: DINNER MEETING DUES	05/05/2023	75.00
26131	IRENE YANG	YANG, I: SUCCY CHRONICLES / S	05/05/2023	140.00
26139	BUILDER'S BOOK, INC. BOOKSTO	BUILDER'S BOOK: 2022 CA COMB	05/18/2023	69.32
26143	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH: 2	05/18/2023	360.00
26146	COUNTY OF VENTURA- ELECTION	COUNTY OF VENTURA: DIRECTO	05/18/2023	19,331.27
26152	PAUL LERMA	LERMA, P: NATIVE GRASSES HIK	05/18/2023	62.50
26159	STATE OF CALIFORNIA DEPT. OF J	STATE OF CA: DEPT OF JUSTICE /	05/18/2023	64.00
26160	US BANK, NA	US BANK: ADMIN FEES 4/1/2023 -	05/18/2023	2,250.00
Total for Department: 05 Administration				43,930.28
Total for Fund:10 General Fund				527,380.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
26091	KASTLE KARE	KASTLE KARE: TURF SPRAY / PV	05/04/2023	9,600.00
26100	WEST COAST ARBORISTS INC.	WCA: TREE CARE / CHARTER OA	05/04/2023	2,166.75
26106	BOETHING TREELAND FARMS INC	BOETHING: TREES / CHARTER O/	05/05/2023	1,417.39
26130	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: A	05/05/2023	16,659.27
Total for Department: 00 Non Departmentalized				29,843.41
Department: 04 Parks				
26080	B & B DO IT CENTER	B&B: FIELD MARKER / PV FIELDS	05/04/2023	420.12
26095	NUTRIEN AG SOLUTIONS, INC	NUTRIEN: FERTILIZER / PV FIELE	05/04/2023	5,545.53
26098	SITEONE LANDSCAPE SUPPLY LL	SITEONE: GAS CAN / PV FIELDS	05/04/2023	370.67
26120	NUTRIEN AG SOLUTIONS, INC	NUTRIEN: FERTILIZER / PV FIELE	05/05/2023	1,628.61
26136	B & B DO IT CENTER	B&B: MASTER LOCK KEY / STOR	05/18/2023	247.89
Total for Department: 04 Parks				8,212.82
Total for Fund:20 Assessment Fund				38,056.23

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
26093	LAUTERBACH & ASSOCIATES, INC	LAUTERBACH: SVC 2023-1/1 - 3/31	05/04/2023	26,639.25
26142	CCE DESIGN ASSOCIATES INC	CCE DESIGN & ASSOCIATES: C21.	05/18/2023	6,950.00
Total for Department: 00				33,589.25
Total for Fund:30 Park Dedication Fund				33,589.25

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 50 CDBG - Food Share				
Department: 00				
0	AMAZON	AMAZON: SUPPLIES	05/18/2023	913.12
26124	ULINE	ULINE: PAPER GROCERY BAGS	05/05/2023	893.55
				1,806.67
Total for Department: 00				1,806.67
				1,806.67
Total for Fund:50 CDBG - Food Share				1,806.67

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 60 Restricted Donations				
Department: 04				
26114	HUGHES GENERAL ENGINEERINC	HUGHES GENERAL ENGINEERINC	05/05/2023	298,775.00
		Total for Department: 04		298,775.00
		Total for Fund:60 Restricted Donations		298,775.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		899,607.27

Developer		Project				Quimby Funds			GL Code
No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date	Assigned
<b>AMLI</b>									
1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00	7/31/2019	7/31/2019	8446
2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44	\$ 221,548.94	\$ 221,548.94	12/6/2018	12/6/2018	8444
3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94	\$ -	\$ -	10/3/2018	10/3/2018	8445
<b>TOTALS</b>			<b>\$ 720,600.00</b>	<b>\$ 615,709.00</b>	<b>\$ -</b>	<b>\$ -</b>			
<b>FAIRFIELD LLC</b>									
1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 1,100,000.00	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	11/7/2018	1/31/2020	8459
2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87	\$ -	\$ 1,334,739.05			
3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74	\$ -	\$ 687,402.31			8469
4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90	\$ -	\$ 636,613.41			8478
5		Senior and Community Rec Fac Project	\$ -	\$ -	\$ -	\$ 636,613.41			
6		Senior and Community Rec Fac Exterior Proj	\$ -	\$ -	\$ -	\$ 355,964.21			8480
7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20	\$ -	\$ -			
8		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ -			
9		Freedom Park Parking Lot Enhancement	\$ -	\$ -	\$ -	\$ -			
10		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ -			
11		Camarillo Grove Nature Center	\$ -	\$ -	\$ -	\$ -			
<b>ELACORA MISSION OAKS</b>			<b>\$ 1,910,000.00</b>	<b>\$ 1,894,525.49</b>	<b>\$ 2,649,209.00</b>	<b>\$ 355,964.21</b>		<b>8/8/2021</b>	
1	Encanto	PG Equipment Installation	\$ -	\$ 189,887.74	\$ -	\$ 2,649,209.00			
2	Arnell Rch Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96	\$ -	\$ 2,459,321.26	11/3/2016	11/3/2016	8464
3		Pickleball	\$ 1,400,000.00	\$ 133,644.01	\$ -	\$ 829,035.29	11/5/2020	11/5/2020	8493
4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ -	\$ 829,035.29			
5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ 829,035.29			
		Freedom Baseball Fields	\$ -	\$ -	\$ -	\$ 829,035.29			
<b>KB HOMES</b>			<b>\$ 3,200,000.00</b>	<b>\$ 1,820,173.71</b>	<b>\$ 474,353.00</b>	<b>\$ 829,035.29</b>		<b>8/10/2021</b>	
1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ -	\$ 441,984.70			8444
2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78	\$ -	\$ 275,730.92			8460
3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ -	\$ 244,193.18			8447
4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ 244,193.18			
5		Dos Caminos Expansion and ADA	\$ -	\$ -	\$ -	\$ 244,193.18			
<b>CRESTVIEW</b>			<b>\$ 21,612.25</b>	<b>\$ -</b>	<b>\$ 21,612.25</b>	<b>\$ 21,612.25</b>		<b>6/7/2023</b>	
1		Senior/Community Center ADA	\$ 21,612.25	\$ -	\$ -	\$ 21,612.25	6/7/2023	6/7/2023	
<b>HABITAT FOR HUMANITY</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,242.00</b>	<b>\$ 35,242.00</b>		<b>3/6/2024</b>	
<b>SHEA HOMES</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,264,500.00</b>	<b>\$ 1,264,500.00</b>		<b>11/21/2024</b>	
<b>Williams Homes</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,840,447.45</b>	<b>\$ 2,840,447.45</b>		<b>7/29/2027</b>	
<b>Somis Ranch Phase 1</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 347,625.00</b>	<b>\$ 347,625.00</b>		<b>8/5/2027</b>	
<b>Somis Ranch Phase 2</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 278,100.00</b>	<b>\$ 278,100.00</b>		<b>10/20/2027</b>	
<b>Barry 60 LP</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 313,508.00</b>	<b>\$ 313,508.00</b>		<b>3/15/2028</b>	
<b>Grand Total</b>			<b>\$ 6,481,712.25</b>	<b>\$ 4,560,568.02</b>	<b>\$ 11,090,795.40</b>	<b>\$ 6,530,227.38</b>		<b>30/364</b>	

### California CLASS

Investment Name	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>California CLASS</b>								1.51%	2.36%
	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
<b>California CLASS</b>	2.61%	3.10%	3.80%	4.19%	4.53%	4.70%	4.77%	5.00%	5.15%

### Ventura County Pool

Investment Name	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>Ventura County Pool</b>	0.31%	0.33%	0.38%	0.41%	0.56%	0.67%	0.87%	1.31%	1.60%
	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
<b>Ventura County Pool</b>	1.78%	1.97%	2.34%	2.79%	3.06%	3.20%	3.16%	3.65%	3.54%

- Rates are determined at the end of the month

### Local Agency Investment Fund (LAIF)

Investment Name	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>Local Agency Investment Fund (LAIF)</b>	0.21%	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%
	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
<b>Local Agency Investment Fund (LAIF)</b>	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%	2.83%	2.87%	2.99%

### Pacific Western Bank

Investment Name	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 5, 2023**

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES  
AND EQUIPMENT LIST**

**BACKGROUND**

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a Surplus District Property Disposal Policy which outlines how the District disposes of surplus equipment and office supplies. This policy was updated on June 2, 2021.

**ANALYSIS**

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to events within the District such as the office redesign, upgraded IT infrastructure, and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on June 2, 2021, Staff has compiled the attached list for board review.

**FISCAL IMPACT**

This action will have no fiscal impact on the FY 2023-2024 budget.

**RECOMMENDATION**

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

**ATTACHMENTS**

- 1) Surplus Supplies and Equipment List (1 page)



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 743 FOR APPROPRIATION AMOUNT SUBJECT TO  
GANN LIMITATION, FY 2023-2024**

**BACKGROUND**

Every fiscal year, Staff brings a resolution requesting the Board adopt a resolution setting the Gann Limit for the upcoming fiscal year.

Article XIII B of the California Constitution specifies that appropriations made by governmental entities may increase annually by the change in population and the change in the California Per Capita Personal Income.

While the percent change in California Per Capita Personal Income used in setting the fiscal year 2023-2024 appropriations limit is a statewide figure, the District population decrease is the percent change in population for the City of Camarillo. The City population and California Per Capita Personal Income changes are provided by the State Department of Finance.

In calculating the appropriation amount subject to limitation, fiscal year 1978-1979 was designated as the base year in the amount of \$1,769,843 with adjustments to be made in subsequent years according to the criteria as referenced above. Per Capita Personal Income changed by 4.44% and the estimated Change in Population was -0.88%.

**ANALYSIS**

Every May the CA State Department of Finance generates an estimate of the percentage change in population to local governments. Each local jurisdiction must use the percentage change in population in conjunction with the change in the cost of living or price factor to calculate the appropriations limit for the upcoming fiscal year. The new appropriations limit is calculated by staff and presented to the Board via consent item. Special districts are required by law to calculate their appropriations limit and present the calculation with their annual audit. Staff has made the calculations and the limitation amount for fiscal year 2023-2024 is \$14,279,343 as indicated in Attachment 2.

**FISCAL IMPACT**

There is no fiscal impact.

**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 that the Board adopt Resolution No. 743 setting the fiscal year 2023-2024 appropriations amount subject to the Gann Limits.

**ATTACHMENTS**

- 1) Resolution No. 743 (1 page)
- 2) FY 2023-2024 Appropriations Limit (1 page)

RESOLUTION NO. 743

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ESTABLISHING THE ANNUAL APPROPRIATIONS FOR THE FISCAL YEAR 2023-2024 SUBJECT TO THE LIMITATION SET FORTH IN ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA

WHEREAS, Article XIII B of the California Constitution established the total annual appropriations subject to limitations for the State and for local government; and

WHEREAS, said limitation is defined as the appropriations limit of such entities for the prior year adjusted for changes in per capita personal income and population of said entities; and

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District wishes to establish the appropriations subject to limitation for the fiscal year 2023-2024,

NOW, THEREFORE, the Board of Directors of the Pleasant Valley Recreation and Park District does hereby resolve as follows:

- 1. The appropriations subject to limitation for the Pleasant Valley Recreation and Park District for the fiscal year 1978 -1979 was \$1,769,843.
2. The appropriations subject to limitation pursuant to Article XIII B of the California Constitution for the Pleasant Valley Recreation and Park District for the fiscal year 2023-2024 is \$14,279,343.
3. Said appropriations subject to limitation include adjustments pursuant to Section 3 of Article XIII B of the California Constitution as of the date of this resolution.

PASSED AND ADOPTED this 5th day of July 2023, by the following vote:

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

NOES: \_\_\_\_\_

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

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

ELAINE MAGNER, CHAIR
PLEASANT VALLEY RECREATION AND
PARK DISTRICT

ATTESTED:

BEV DRANSFELDT, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 APPROPRIATION LIMIT**

California Per Capita Personal Income percentage change:	4.44%	
Converted to a ratio:	$\frac{4.44 + 100}{100}$	= 1.0444
PVRPD Estimated change in population:	-0.88%	
Converted to a ratio:	$\frac{99.12}{100}$	= 0.9912
Calculation: 2022-2023 ratio of change	$1.0755 \times .9920$	= 1.0352
1978-1979 Appropriation Limitation		1,769,843
2022-2023 Appropriation Limitation		13,793,801
2023-2024= Appropriation Limit \$13,793,801 (2022-2023 limitation) X 1.0352 (2022-2023 ratio of change)		= 14,279,343

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Katlyn Simber-Clickener, Recreation Services Manager**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 744 DECLARING JULY AS PARK AND  
RECREATION MONTH**

**BACKGROUND**

The month of July is recognized as National Park and Recreation Month. Each year, the Board has chosen to recognize the value and importance of recreation and parks as a cornerstone to the health and wellness of residents.

Americans have celebrated National Park and Recreation Month during July since 1985. Through efforts of the National Recreation and Park Association (“NRPA”), the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009. At the state level, the California Parks and Recreation Society (“CPRS”) recognizes it as “July is Parks Make Life Better” month. NRPA and CPRS encourage its members to plan events and initiatives that will remind the community of the exciting and vital role that recreation and parks play in our lives.

**ANALYSIS**

Staff is presenting a resolution proclaiming the month of July as Park and Recreation Month. Resolution No. 744 not only recognizes the need for parks and recreation but also draws attention to the District’s goals of furthering health, wellness, conservation, and social opportunities by providing equitable programs and events.

Each summer, Staff partners with local organizations, contract instructors, and non-profits to produce community wide events, including a Movies in the Park series, a Summer Concert Series, a Bingo Bash, camps, classes, and Habitat Conservation Fund programs.

**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 consider and adopt Resolution No. 744 proclaiming July as Park and Recreation Month.

**ATTACHMENT**

- 1) Resolution No. 744 (1 page)

**RESOLUTION NO. 744**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
PLEASANT VALLEY RECREATION & PARK DISTRICT  
TO PROCLAIM JULY AS PARK AND RECREATION MONTH**

**WHEREAS** parks and recreation programs are an integral part of communities throughout this country, including the Pleasant Valley Recreation & Park District in Camarillo; and

**WHEREAS** our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS** parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled and improve the mental and emotional health of all citizens; and

**WHEREAS** parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS** the U.S. House of Representatives has designated July as Park and Recreation Month; and

**WHEREAS** Pleasant Valley Recreation & Park District recognizes the benefits derived from parks and recreation resources

**THEREFORE, BE IT RESOLVED** the Pleasant Valley Recreation & Park District hereby proclaims the month of July as “Park & Recreation Month” and in doing so, urges all citizens in the community of Camarillo to use and enjoy our parks and recreational opportunities.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation & Park District this 5<sup>th</sup> day of July 2023, by the following vote:

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

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

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

\_\_\_\_\_  
Elaine Magner, Chair, PVRPD Board of Directors

**ATTESTED:**

\_\_\_\_\_  
Bev Dransfeldt, Secretary, PVRPD Board of Directors

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER  
By: Lanny Binney, Recreation Supervisor**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND APPROVAL OF A SPECIAL  
EVENT BY VENTURA COUNTY ALCOHOLICS  
ANONYMOUS CONVENTION BINGO FUNDRAISER IN  
THE AUDITORIUM ON JULY 29, 2023**

**SUMMARY**

The District has received a reservation application from the Ventura County Alcoholics Anonymous Convention (VCAAC) for a Bingo Fundraiser to hold their event in the Auditorium at the Community Center on Saturday, July 29, 2023. Per the District Special Event Policy, the Bingo Fundraiser Event Application has met the criteria to be classed as a Special Event and is being brought before the Board of Directors because there is a charge to play Bingo.

**BACKGROUND**

On October 5, 2022, the Board of Directors approved the Special Event Policy to help staff differentiate between a Rental and a Special Event. A Special Event is defined as a public or private event with more than 300 people and/or has four (4) or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of the proposed event.

The VCAAC is hosting the Bingo game as a fundraiser. The event is expected to have about 350 guests, who will purchase Bingo packet(s) for \$25, they can also purchase hot dogs and pizza for this private event. This event was held on District property in years prior as a rental, but due to the amount of people and that the group is charging money, it is now classified as a Special Event.

**ANALYSIS**

The event is scheduled for Saturday, July 29, 2023, and will be located at the Community Center Auditorium 5:00 p.m. to 10:00 p.m. with setup starting at 3:30 p.m. Per the Application, the Event Context Elements that designated this as a Special Event are:

- The applicant is charging an admission fee.
- Event will have over 300 people.

The VCAAC is also selling Raffle Basket items as well as hot dogs and pizzas. They have also requested to hang a banner on the gate outside of the auditorium.

This event is an indoor Special Event; therefore, a parks maintenance staff person will be at the event to supervise both the facility and the attendees during the course of the event.

**FISCAL IMPACT**

The District will be renting the Auditorium, charging the Administrative Fee, the Special Event Fee and a Cleaning Deposit. All fees are on the District’s approved Fee Schedule.

Administrative Fees:

Application Fee	\$25.00
Special Event Permit	\$100.00
Refundable Cleaning Deposit	<u>\$300.00</u>
	\$425.00

Facility Rental: \$152/hr. times 6.5 hours	\$988.00
Facility Rental: \$50/hr. times 3 hours	\$150.00

**Total** **\$1,563.00**

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal and Strategy:

1.1.B: Develop sustainable funding sources for the implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

1.3.E: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events, and programs.

**RECOMMENDATION**

It is recommended the Board consider and approve the special event application by the Ventura County Alcoholics Anonymous Convention for a Bingo Event at the Community Center Auditorium on July 29, 2023.

**ATTACHMENT**

- 1) Application (7 pages)

# Pleasant Valley Recreation & Park District

## PERMIT APPLICATION

### FACILITY RENTAL vs. SPECIAL EVENT DETERMINATION

A **RENTAL** is a private event with less than 300 people that has three or fewer Event Context elements.

A **SPECIAL EVENT** is a public or private event with more than 300 people and/or has **four (4) or more** Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Exceptions of external events that do not require Board approval include private parties including events such as Weddings, Quinceanera's, corporate parties, large birthday parties, baby showers. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

For additional clarification on Special Events versus Facility Rentals, please reference the PVRPD Special Event Policy.

### Special Event Qualification Checklist

#### Attendance Level

- 1-300       300+ (automatic special event designation)       500+: Board approval required

#### Event Type

- Private
- Ticketed/ Charged admission- Board approval required
  - Guest Admission requires a reservation or preregistration
- Public (automatic special event designation)

#### Event Context

- Parking lot usage for something other than parking (automatic special event designation)
- May require City of Camarillo Special Event Application
- Location
- More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
  - Use of facility space for something other than intended use
    - Use of sports field for anything other than playing sports- Board approval required
  - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, food truck, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
- If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
- 6 hours+ (special event designation considered)
  - Multi-day - Board approval required
- External entity permit(s) required (automatic special event designation)
- Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
- All new & repeating events for first 2 years if no issues or no major changes
  - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

# Pleasant Valley Recreation & Park District

## PERMIT APPLICATION

### SUBMISSION TIMELINES

The below Submission Timelines are at the discretion of the District and subject to change. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

All fees for rentals and special events will be assigned based on the most current Board Approved Fee Schedule.

#### Facility Rental Timeline

Required items to be submitted for a Facility Rental Request:

1. A completed District Permit Application along with a signed waiver page.
2. All Fees including refundable security deposit and 50% of fees per the general use policy
3. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy (if applicable).

Indoor Facility Rentals require a 30-day minimum notice. No reservations will be made after this point.

The balance is due at least 30 days before your event date, along with all required signatures, vendor info, insurance info, and table/chair layout. For applications submitted less than 30 days in advance of event, total fees and all appropriate paperwork are due at the time of application and can only be paid with cash or credit card.

A reservationist will review your application and contact you if any additional information is needed.

#### Special Event Timeline

Required items to be submitted with the Special Event request:

4. A completed District Permit Application along with a signed waiver page.
5. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
6. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
7. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
8. Scheduled application review meeting with District Staff (phone or in-person).
9. Scheduled site walkthrough with District staff.
10. A copy of the customer's IRS Letter of Determination for Non-Profit Status (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager.

Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Special Event Permits paid but cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full minus the non-refundable application and processing fees. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will only be refunded the refundable cleaning deposit.



# Pleasant Valley Recreation & Park District PERMIT APPLICATION

## Applicant Information

Organization Name: <b>Ventura County AA Convention</b>		Non-Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name: [REDACTED]		
Address: [REDACTED]		
City: [REDACTED]	State: <b>CA</b>	Zip: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]	
Alternate Contact: [REDACTED]	Alt. Phone: [REDACTED]	

## Reservation/Event Information

(Please refer to Facility Rental Brochure and Fee Schedule for rates and minimum hour requirements.)

Name or Title of Event: <b>VCAAC BINGO FUNDRAISER</b>		Est. Attendance: <b>400</b>
Requested Facility/Park Location(s): <b>Auditorium</b>		
Field/Zone/Court:	Sports Lights Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date(s) of Event: <b>July 29, 2023</b>	Event Time: <b>5:00 - 9:30</b>	
Setup date: <b>July 29</b>	Time setup starts: <b>3:30</b>	Cleanup date: <b>July 29</b> Time cleanup ends: <b>9:30-10:00</b>

Event Purpose and Description, Additional Dates, Notes:

**Private Bingo game night to help fund Ventura County AA Convention. Annual Convention -- annual Bingo night.**

## ADDITIONAL QUESTIONS

Is this reservation/event: <input type="checkbox"/> Public <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business Use (select all that apply)	
Event requires advanced registration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Event is Charging Admission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Electricity Required (indoor only)	<input checked="" type="checkbox"/> Amplified Sound (limited locations)
<input checked="" type="checkbox"/> Tables/Chairs Required (indoor only)	<input checked="" type="checkbox"/> Microphone, Screen, or Podium (indoor only)
<input type="checkbox"/> Alcohol Present (security may be required)	<input type="checkbox"/> Alcohol Sold (ABC license required)
Will event have vendors (DJ, Band, Food, Craft, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
How many?	Describe:
Will items or services be sold at event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Describe: <b>Raffle Basket Items</b>
Will food be present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of food: <input checked="" type="checkbox"/> Self Provided <input type="checkbox"/> Catered <input type="checkbox"/> Food Truck/Vendor (limited locations)	
Will event include entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Describe:
Will a banner be posted at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Describe: <b>Canvas Banner of gate outside auditori</b>
Is this a run/walk event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will event use City streets/sidewalks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will streets need to be closed or partially closed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide map of street closures.	
Other Event Elements (Bounce House Inflatables, Rides, etc.):	
<b>None. Only Bingo event, Raffle and Hot Dogs/Pizza Sales.</b>	

## Agreement & Release

As an Applicant, I acknowledge that the above information is true and correct. I understand that the application fee is non-refundable. I understand that applications submitted within sixty (60) days of proposed event are subject to a late fee. I understand that a submitted application does not guarantee reservation. Contracted reservations are subject to facility availability. Special Events may be subject to additional City and County permits and fees. Additionally, a fully priced quote is not available until after a complete application has been received.

I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District, and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

I agree and understand that vehicles at any time are not allowed on District turf. Doing so may result in loss of deposit and or the addition of maintenance/repair fees as assessed by District staff. Initial: MM

Name: [REDACTED] \_\_\_\_\_

Signature: \_\_\_\_\_ Date: 5/10/2023

## Application Submission

<input checked="" type="checkbox"/> Email:	<a href="mailto:csr@pvrpd.org">csr@pvrpd.org</a> , 805-482-1996		
<input type="checkbox"/> Mail to:	Pleasant Valley Recreation & Park District, 1605 E. Burnley St., Camarillo, CA 93010		
<b>For Office Use Only</b>			
<input type="checkbox"/> SPECIAL EVENT		<input type="checkbox"/> FACILITY RENTAL	
Date Received:	Quote Created: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract Number:	Deposit Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Processed By:	Final Balance Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Proof of Non-Profit Status			
<input type="checkbox"/> Site Map or Event Layout provided for area(s) of use	<input type="checkbox"/> Certificate of Insurance and Endorsement Form		
<input type="checkbox"/> List of Vendors	<input type="checkbox"/> Alcohol Liability Insurance (if alcohol present)		
<input type="checkbox"/> Vendors selling items or services must have Camarillo Business License and provide COI + Endorsement			
External Entity Permit Required: <input type="checkbox"/> Yes <input type="checkbox"/> No			
City of Camarillo	Date Submitted: _____	Date Approved: _____	
County of Ventura	Date Submitted: _____	Date Approved: _____	
Ventura County Fire Department	Date Submitted: _____	Date Approved: _____	
Other: _____	Date Submitted: _____	Date Approved: _____	

e. I, the RENTER, understand that the DISTRICT reserves the right to immediately revoke RENTER's right to use of the facility under this agreement should the RENTER fail to comply with any provision of this section.

E. INSURANCE REQUIREMENTS

a. THIS SECTION SHALL APPLY ONLY TO RESERVATIONS WHICH REQUIRE INSURANCE COVERAGE

b. I, the RENTER, agree to abide by the following:

- i. General liability insurance: the RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 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. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER 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.
- iii. 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 self-insurance pool.
- iv. 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 RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

F. FORCE MAJEURE

a. I, the RENTER, understand that due to Force Majeure Events that, notwithstanding anything to the contrary contained in this agreement, the DISTRICT shall be excused from its obligations under this agreement to the extent and whenever it shall be 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 RENTER waives any right of recovery against DISTRICT and the USER/RENTER shall not charge results of "acts of God" to DISTRICT, its officers, employees, or agents.

I have carefully read this disclaimer agreement and understand its terms, including the release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and I agree to assume all risks associated with my use and occupancy of the Premises.

Agreed & Accepted  [signature] Date 5/10/2023

## **AGREEMENT, WAIVER, RELEASE FORM - RENTER**

### **USE OF FACILITY**

#### **A. GENERAL PROVISIONS**

- a. I, The RENTER, understands: Reservation applications must be submitted at least 30 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application in order to secure any picnic shelter, indoor facility or sports facility. The remaining balance is due no later than 30 days prior to the reservation date. A reservation application submitted less than 30 days prior to the event date may be allowed, pending District approval. Cancellations made 30 days or more prior to the reservation date will receive a partial refund. Cancellations made less than 30 days in advance of the reservation date will only receive a refund of the refundable cleaning deposit. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. The district reserves the right to deny approval of any permit request at any time.

#### **B. INFORMED CONSENT AND RELEASE**

- a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

#### **C. INDEMNIFICATION**

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

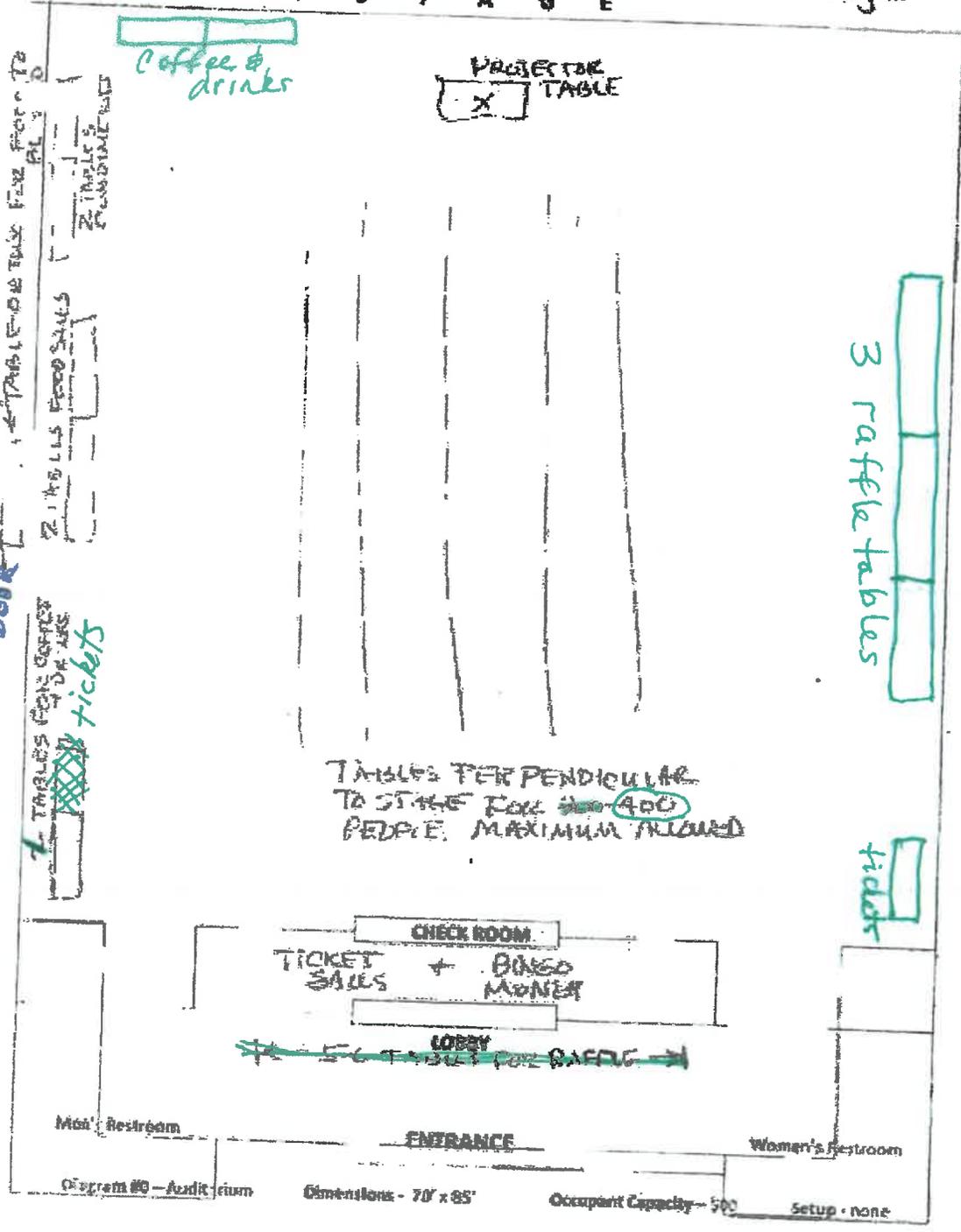
#### **D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS**

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations
- c. I, the RENTER, further agree that I am 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 facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.

Bar BQ Outside

2022  
\$ 2023

need screens, MIC, one table, 2 chairs on stage



BINGO POSTER ON FENCE

VCAAC Bingo Fundraiser 7/14/18

Change raffle from lobby to inside right hand wall



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Jennifer Strain, Administrative Analyst**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 745 FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF THE SHEA HOMES DEVELOPMENT OF THE SUBDIVISION AT TRACT 5976 LOCATED ON APN 163-0-017-275 & -185 IN CAMARILLO CA 93010, WILL BE SERVED BY THE CONSTRUCTION OF THE PLEASANT VALLEY MULTI-GENERATIONAL COMMUNITY RECREATION FACILITY**

**SUMMARY**

In August 2018, the District published its findings report from the community needs assessment study which revealed the current indoor/special event facilities are not sufficient for the current and future increased needs of the community. The Pleasant Valley Recreation and Park District has partnered with the City of Camarillo to construct a facility for recreation and lifestyle enrichment to serve its community members. This facility, known as the Multi-Generational Community Recreation Facility, will be centrally located at Community Center Park at 1605 E. Burnley Ave. While funding for this project will be made through several resources, the District will make an initial contribution commitment of \$1,000,000.00 through the District's budgeting process for Fiscal Year 23/24.

**BACKGROUND**

On September 9, 2019, the Board of Directors from the District and Council members from the City of Camarillo held a special board meeting to discuss the results of the needs assessment study and to review design options. Both agencies have agreed to proceed with design option "D" which is planned to be a 30,730 square foot addition includes a 2-court gymnasium, a large activity room, a large multi-purpose/fitness room, a medium activity room, lobby and office space, restrooms, and storage. Costs for the construction of this option at the time were estimated at \$34.5 million. Due to the pandemic this project was placed on hold. The estimated cost of this project as of February 2022 was \$39.5 million. However, this will need to be reevaluated for today's value due to inflation.

On November 21, 2019, the District received \$1,264,500.00 in Park In-Lieu (Quimby) Fees for the construction of 281 senior housing units by Shea Homes at APN 163-0-017-275 & -185 on

Tract 5976 in Camarillo, CA. These Quimby fees were paid to the District to facilitate the construction of park improvements or parkland acquisition which would serve the residents of the subdivision. Quimby fees must be “committed within five years after the payment of the fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later.” As of April 2023, Tract 5976 has 226 homes built with an additional 55 planned. To serve the influx of needs for this community, the District will need to proceed with plans for the Multi-Generational Community Recreation Facility due to the time it will require to complete. The Park In-Lieu Fee ordinance that has been approved by the City of Camarillo specifies, in accordance with California Government Code §66477(a)(3)(B), Quimby fees may be expended within the City of Camarillo’s Sphere of Influence (SOI).

### **ANALYSIS**

Through the powers granted to the City of Camarillo by California Government Code §66477, the City has established a Park Land Dedication Ordinance (Chapter 18.30, Sections .010 through .120) which specifies that a developer must plan for at least 217.8 square feet of park space for each person anticipated to be living in a development. This requirement applies to all residential subdivisions containing more than five parcels. In-lieu of park space, the City may levy a fee to be paid to the Park District for the District to develop park facilities which will serve the subdivision.

The use of Quimby fee revenue is restricted to park land purchase, new facility construction, existing facility expansion and improvement, and enhancing existing park land. Fee expenditures are further restricted to within the neighborhood of the subdivision which paid the fees. However, the District may expend the fees in an area outside of the neighborhood if the neighborhood is considered served by at least five acres per 1,000 residents (a standard set by the City) and the fees will be spent in a neighborhood served by less than five acres per 1,000 residents. The City has established that the specified radius which the District must spend the fees within includes all areas within the City’s Sphere of Influence.

The Shea Homes development on Tract 5976 is located at the northeast corner of Calleguas Creek and Upland Road. The approximate population for this neighborhood will be 562 individuals, which equates to 2.81 acres of park space to meet the required acreage. The District currently has five existing parks to serve this neighborhood which are Dos Caminos, Heritage, Mission Oaks, Pitts Ranch, and Woodcreek, providing a total of 48.6 acres of developed park space.

The Multi-Generational Community Recreation Facility will be centrally located at Community Center Park. This recreational facility will allow the District to expand upon the programs and services provided at the Community Center, which is the only community recreational facility in the City of Camarillo. The Shea Homes development is an age exclusive subdivision for adults aged 55 and older, which will create a definite need for more facilities, programming, and services from the District aimed at improving the lives of this demographic of community members.

Staff completed additional research into the legal aspects of expending Quimby fees and found that while there were many cases involving the levying of fees, there were few cases which disputed the actual expenditure of fees. One situation (the case was settled out of court) involved the expenditure of Quimby fees at the county level and did not involve fees being spent within the same city limits they were raised within, a situation that does not apply in this case. Staff determined that the “reasonably foreseeable” standard is in practice being applied on a case-by-

case basis and believes that the evidence provided offers solid ground for a finding by the District Board.

**FISCAL IMPACT**

There would be no additional fiscal impact from this action. This action would confirm the already budgeted spending for the Multi-Generational Center.

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 745, finding that it is reasonably foreseeable inhabitants of the Shea Homes Development of the Subdivision on Tract 5976 in Camarillo, CA 93010 will be served by the construction of the Pleasant Valley Multi-Generational Community Recreation Facility.

**ATTACHMENT**

- 1) Resolution No. 745 (1 page)

**RESOLUTION NO. 745**

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF THE SHEA HOMES DEVELOPMENT OF THE SUBDIVISION AT TRACT 5976 LOCATED ON APN 163-0-017-275 & -185 IN CAMARILLO CA 93010, WILL BE SERVED BY THE CONSTRUCTION OF THE PLEASANT VALLEY MULTI-GENERATIONAL COMMUNITY RECREATION FACILITY**

WHEREAS, Pleasant Valley Recreation and Park District [District] is the Government entity responsible for providing park facilities within its boundaries which encompass the City of Camarillo, and

WHEREAS, the City of Camarillo has established a Park Land in-lieu [Quimby] fee based upon the provisions contained in the California Government Code §66477, and

WHEREAS, Shea Homes has paid a Park Land in-lieu fee in the amount of \$1,264,500.00 for the subdivision located on APN 163-0-017-275 & -185 Camarillo, CA 93010, and

WHEREAS, the District held a Public Hearing on July 5, 2023, approving the proposed usage of \$1,000,000 of associated Quimby fees for this project, and

WHEREAS, Staff has presented evidence which establishes a reasonable expectation that subdivision residents will be served by the proposed facilities,

WHEREAS, there is a pressing need to expand the District’s user capacity at the Pleasant Valley Senior Center.

NOW THEREFORE BE IT RESOLVED by the *Pleasant Valley Recreation and Park District* as follows:

The District finds that it is reasonably foreseeable that inhabitants of the Shea Homes Development of the subdivision at Tract 5976 located on APN 163-0-017-275 & -185 in Camarillo, CA 93010, will be served by the construction of the Pleasant Valley Multi-Generational Community Recreation Facility.

This resolution was adopted on July 5, 2023.

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Elaine Magner, Chairman, PVRPD Board of Directors

ATTESTED:

\_\_\_\_\_  
Bev Dransfeldt, Secretary, PVRPD Board of Directors

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 746 FOR FISCAL YEAR 2023-2024 BUDGETS FOR THE GENERAL FUND, THE ASSESSMENT DISTRICT, QUIMBY FEES FUND, PARK IMPACT FEES FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND RESTRICTED DONATIONS FUND AND APPROVAL OF RESOLUTION NO. 747 SETTING THE SALARY SCHEDULE EFFECTIVE JULY 2023**

**SUMMARY**

Every year a public hearing is held to adopt the proposed fiscal year budget for the General Fund, Assessment District, Quimby Fees Fund, Park Impact Fees Fund, Community Development Block Grant Fund, and Restricted Donations Fund budgets. The hearing is required before the District can adopt a resolution to adopt the Fiscal Year 2023-2024 Budget. Staff is requesting that the Board adopt the FY 2023-2024 General Fund, Assessment District, Quimby Fees Fund, Park Impact Fees Fund, Community Development Block Grant Fund, and Restricted Donations Fund budgets for the Pleasant Valley Recreation and Park District. Additionally, a new Salary Schedule with a 2% cost-of-living adjustment is being presented as well.

**BACKGROUND**

On April 29th and May 9th, 2023, the District held public workshops for the proposed Fiscal Year 2023-2024 budget. The public received notice of these workshops through the posting of agendas.

At the end of the workshops, the proposed budgets were presented and approved by the Board at the June 7, 2023, Board Meeting as required by Public Resources Code 5788. Also, per Public Resources Code 5785.1(b), the notice of a public hearing was posted on June 17, 2023, in the *Camarillo Acorn*. The notice served to announce the public hearing on the adoption of the final budget at the July 5<sup>th</sup>, 2023, meeting. The Board has until August 30, 2023, to adopt a final budget as required by Public Resource Code 5788.5.

The proposed operating budgets for FY 2023-2024 strive to continue to move the Pleasant Valley Recreation and Park District along the path of fiscal sustainability. The fiscal year budgets being presented to the Board reflects \$82,377 in revenue over expenses for the General Fund with revenue at \$10,236,083, drawdown of reserves at \$125,000, and expenses at \$10,236,083 including capital improvement projects of \$815,000. The Assessment District shows revenue over expenses of \$13,003 with revenue at \$1,313,871 and expenses at \$1,300,868. The Quimby Funds have limited revenue of \$120,000, drawdown of reserves of \$2,801,769, and does not budget for Park Dedication Fees as those are not guaranteed revenue. The Quimby Funds show three capital

improvement projects totaling \$2,921,769 for the fiscal year. These projects include: a Pickleball Sports Complex started in FY21-22, the Multi-Generation Center, and ADA improvements at the Senior/Community Center. Park Impact Fees has a limited revenue of \$8,000 and no expenses. The Community Development Block Grant Fund has revenue of \$11,491 and expenses of \$11,491. The Restricted Donations Funds has revenue of \$1,000, drawdown of funds of \$299,000, and expenses of \$300,000.

A central component of this budget is to develop a balanced spending plan that factors in salary and benefit expenses, identifying essential service needs, technological demands, changing legislation and regulations, and infrastructure maintenance issues. The General Fund budget as presented is balanced with an excess of \$82,377 in the general fund. The introduction of the budgets during the workshops has allowed the Board and the public an opportunity to review and provide additional comments before adoption of the budgets on July 5, 2023.

The Assessment District budget is balanced at \$1,313,871 in revenue with \$1,300,868 in personnel and services and supplies expense. This equates to revenue exceeding expense by a total of \$13,003.

The Quimby Fees Funds has a revenue budget of \$120,000 for interest earnings, drawdown of \$2,801,769, and an expense budget of \$2,921,769 for capital improvement projects.

Park Impact Fees has a revenue budget of \$8,000 for interest earnings and no personnel or services and supplies expense.

The Community Development Block Grant (CDBG) has a revenue budget of \$11,491 with personnel expenses at \$11,491 and no budget for services and supplies.

Restricted Donations has a revenue budget of \$1,000, drawdown of \$299,000, and capital expenses of \$300,000.

**ANALYSIS**

The analysis is comparative with the approved FY 2022-2023 Operating Budget for General Fund-Fund 10, Assessment District - Fund 20, Quimby Fees – Fund 30, Park Impact Fees – Fund 40, Community Development Block Grant – Fund 50, and Restricted Donations – Fund 60

**FUND 10 – General Fund**

General Fund Revenue has an overall increase from the prior year of \$338,363. Major changes to the Revenue are:

**Revenue – Fund 10**

<u>Account Name</u>	<u>Action</u>	<u>Amount of Change from Prior Year</u>
Property Tax Apportionment	Increase	\$475,369
Public Fees	Increase	\$ 58,767
Rental	Increase	\$212,076
Misc Revenue	Decrease	\$441,689

General Fund Personnel has an overall increase from the prior year of \$135,274. Major changes to Personnel are:

**Personnel – Fund 10**

<u>Account Name</u>	<u>Action</u>	<u>Amount of Change from Prior Year</u>
Full-Time Salaries	Increase	\$135,433
Part-Time Salaries	Increase	\$ 78,503
Employee Insurance	Increase	\$ 60,215
Loan – Pension Obligation	Decrease	\$132,893
Workers Compensation	Decrease	\$ 36,193
PERS Unfunded Liability	Decrease	\$ 13,614

The Changes to Personnel are:

- 2% COLA for Full-Time Wages for Represented and Unrepresented Staff
  - COLA for Represented Staff has been negotiated in the current MOU
- Budgeted 5% for Merit Increases
- Decrease in Loan – Pension Obligation
  - Final Payment was made in August 2022

General Fund Services and Supplies has an overall increase from the prior year of \$328,881. Major changes to Services and Supplies are:

**Services and Supplies – Fund 10**

<u>Account Name</u>	<u>Action</u>	<u>Amount of Change from Prior Year</u>
Insurance Liability	Increase	\$ 57,956
Redevelopment/Collection Fees	Increase	\$132,039
Professional Services	Increase	\$122,699
Utilities – Water	Decrease	(\$123,866)

General Fund Capital Improvement Projects (CIP) has an overall decrease from the prior year’s adopted budget of \$40,000. The Capital Improvement Projects for FY 2023-2024 are:

**Capital Improvement Projects – Fund 10**

<u>Project Name</u>	<u>Budgeted Cost</u>
1. Valle Lindo Tennis Courts	\$55,000
2. Pool Deck Epoxy	\$100,000
3. Lokker Playground	\$500,000
4. PV Fields Whole Pump Replacements	\$100,000
5. Fleet Vehicle Hybrid (Park Manager)	\$ 35,000

6. Capital Emergency Fund	\$ 25,000
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**FUND 20 – Assessment District**

<u>Type</u>	<u>FY22-23</u>	<u>FY23-24</u>	<u>Budget Change</u>
Revenue	\$1,251,393	\$1,293,871	\$42,478
Personnel	\$ 32,504	\$ 0	(\$32,504)
Services and Supplies	\$1,191,325	\$1,300,868	\$109,543
Over/(Under) Revenue	\$ 27,803	\$ 13,003	(\$14,800)

The analysis for Fund 20 (Assessment District) is as follows:

- No changes from April 29<sup>th</sup> Budget Workshop or May 9<sup>th</sup> Budget Wrap-Up
- Balanced budget with an excess of \$13,003
- Revenue has increased \$42,478 due to 3.0% increase in Assessment Tax
- The current budget is reflective of uncertainty regarding PV Fields maintenance:
  - Personnel has been eliminated
  - Services and Supplies has increased \$109,543
  - Anticipate budget revision in late Fall once RFP process is completed

**FUND 30 – Quimby Fees**

Fund 30 (Quimby Fees) is a fee that is received from developers in lieu of land and may only be used for developing new parks/recreation facilities or rehabilitating existing neighborhood or Community Park/Recreational Facilities. The District does not budget for Park In-Lieu Fees but does budget for interest earnings. The District budgeted \$120,000 in interest earnings, taking into consideration the balances that are in the Ventura County Pool and California CLASS accounts, as well as elevated interest rates.

The below listed projects are carry-over Quimby projects from FY 2021-2022 and will continue into the FY 23-24 budget:

<u>Project Name</u>	<u>Budget</u>	<u>Amount Expensed To Date</u>	<u>Balance Available</u>
Pickleball Sport Complex	\$1,400,000	\$133,644	\$1,266,356

The below listed are new projects for FY 2023-2024:

<u>Project Name</u>	<u>Budget</u>
1. Multi-Generation Center	\$1,000,000
2. Community/Senior Center ADA/Improvements	\$599,769
3. Senior Center AV Upgrade	\$22,000

### FUND 40 – Park Impact Fees

Fund 40 (Park Impact Fees) was established in September 2021 for new non-subdivision residential developments and new or expanded non-residential development. The fees can be used for new facilities or expanded facilities within existing parks. The fees cannot be used to fund parkland acquisitions or the new renovation of existing facilities that do not add new service capacity. The District does not budget for Park Impact Fees but does budget for interest earnings. The District budgeted \$8,000 in interest earnings, taking into consideration the balances that are in the California CLASS account.

<u>Account Type</u>	<u>Budgeted Amount</u>
Revenue	\$8,000
Expenses	\$0

### FUND 50 – Community Development Block Grant (CDBG)

Fund 50 (Community Development Block Grant) is a grant to help the District cover the cost to continue with a food distribution program that has been in existence since 2014. This food distribution is called Food Share and is a year-round program. The District budgets for revenue (grant) and personnel expenses. This grant will expire on September 30, 2023.

<u>Account Type</u>	<u>Budgeted Amount</u>
Revenue	\$11,491
Personnel	\$11,491
Services and Supplies	\$0

### FUND 60 – Restricted Donations

Fund 60 - Restricted Donations are donations that are received with a specific project or purpose. Since these funds are accepted with these restrictions in place, they are kept in their own fund. Currently, the District only has one project that is funded by restricted donations. The Miracle League 805 Ballfield at Freedom Park is scheduled to be completed by the end of Fall 2023. The District has budgeted \$300,000 of the received funds for FY 2023-2024 for final bill payments.

<u>Account Type</u>	<u>Budgeted Amount</u>
Revenue	\$11,491
Personnel	\$11,491
Services and Supplies	\$0

## **FISCAL IMPACT**

No changes have been made to the FY 2023-2024 budget since the June 7, 2023 budget approval. There is no fiscal impact with this budget.

## **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 take the following actions:

1. Adopt Resolution No. 746 to adopt the Fiscal Year 2023-2024 Budgets  
AND
2. Adopt Resolution No. 747 setting the Salary Schedule effective July 1, 2023.

## **ATTACHMENTS**

- 1) FY 2023-2024 Budgets Summary Sheets
  - a. Budget Overview (1 page)
  - b. Fund 10 (3 pages)
  - c. Department 000 (1 page)
  - d. Department 301 (1 page)
  - e. Department 310 (1 page)
  - f. Department 320 (1 page)
  - g. Department 370 (1 page)
  - h. Department 410 (2 pages)
  - i. Department 503 (2 pages)
  - j. Department 505 (2 pages)
  - k. Department 520 (1 page)
  - l. Fund 20 Assessment District (1 page)
  - m. Fund 30 Park Dedication Fees (1 page)
  - n. Fund 40 Park Impact Fee (1 page)
  - o. Fund 50 Community Development Block Grant (1 page)
  - p. Fund 60 Restricted Donations (1 page)
- 2) Resolution No. 746 (1 page)
- 3) Resolution No. 747 (1 page)
- 4) FY 2023-2024 Salary Schedule (1 page)

FY 23-24 Budget Overview						
Fund	Division	Location	Revenue + Drawdown	Expenditures	Budget Status	
10		0	\$ 8,691,114.00	\$ 343,214.00	\$ 8,347,900.00	
10	301		\$ 245,077.00	\$ 454,955.00	\$ (209,878.00)	
10	310		\$ 330,537.00	\$ 192,664.00	\$ 137,873.00	
10	320		\$ 248,481.00	\$ 319,355.00	\$ (70,874.00)	
10	370		\$ 29,020.00	\$ 119,637.00	\$ (90,617.00)	
10	410		\$ 449,336.00	\$ 4,658,055.00	\$ (4,208,719.00)	
10	503	Spec Events	\$ 154,345.00	\$ 259,854.65	\$ (105,509.65)	
10	503	Rec Admin	\$ 7,050.00	\$ 221,875.35	\$ (214,825.35)	
10	505		\$ 160,000.00	\$ 3,637,599.00	\$ (3,477,599.00)	
10	520		\$ 3,500.00	\$ 28,874.00	\$ (25,374.00)	
20	470		\$ 1,313,871.00	\$ 1,300,868.00	\$ 13,003.00	
30	480		\$ 2,921,769.00	\$ 2,921,769.00	\$ -	
40	490		\$ 8,000.00	\$ -	\$ 8,000.00	
50	495		\$ 11,491.00	\$ 11,491.00	\$ -	
60	496		\$ 300,000.00	\$ 300,000.00	\$ -	
			\$ 14,579,591.00	\$ 14,470,211.00	\$ 109,380.00	
Fund 10	Total		\$ 10,318,460.00	\$ 10,236,083.00	\$ 82,377.00	
Fund 20	Total		\$ 1,313,871.00	\$ 1,300,868.00	\$ 13,003.00	
Fund 30	Total		\$ 2,921,769.00	\$ 2,921,769.00	\$ -	
Fund 40	Total		\$ 8,000.00	\$ -	\$ 8,000.00	
Fund 50	Total		\$ 11,491.00	\$ 11,491.00	\$ -	
Fund 60	Total		\$ 300,000.00	\$ 300,000.00	\$ -	

Cost Recovery Analysis FY24						
Department	Revenue	Admin Overhead	Rec Overhead	Total Expenditures	Rev-Total Expenditures	Cost Recovery %
Aquatics (301)	\$ 245,077.00	\$ 240,081.53	\$ 44,375.07	\$ 739,411.60	\$ (494,334.60)	33%
Sports (310)	\$ 330,537.00	\$ 240,081.53	\$ 44,375.07	\$ 477,120.60	\$ (146,583.60)	69%
Camps/Classes (320)	\$ 248,481.00	\$ 240,081.53	\$ 44,375.07	\$ 603,811.60	\$ (355,330.60)	41%
Senior Services (370)	\$ 29,020.00	\$ 240,081.53	\$ 44,375.07	\$ 404,093.60	\$ (375,073.60)	7%
Parks (410)	\$ 449,336.00	\$ 2,437,191.33	\$ -	\$ 7,095,246.33	\$ (6,645,910.33)	6%
Special Events (503)	\$ 154,345.00	\$ 240,081.53	\$ 44,375.07	\$ 544,311.26	\$ (389,966.26)	28%

Pleasant Valley Recreation and Park District  
 FY 2023-2024 Budget  
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
5110	Tax Apport - Cur Year Secured	\$ (7,208,637.84)	\$ (7,634,345.00)	\$ (8,109,714.00)	\$ (8,109,714.00)	\$ (8,109,714.00)	\$ -
5120	Tax Apport - Cur Year Unsec	\$ (134,614.57)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ (73,784.70)	\$ -	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport - Prior Year Unsec	\$ (9,582.54)	\$ -	\$ -	\$ -	\$ -	\$ -
5150	Tax Deeded Sales	\$ (6.41)	\$ -	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pass Thru	\$ (127,851.66)	\$ -	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ (44,241.91)	\$ -	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assessment Roll	\$ (337.39)	\$ -	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (8,316.67)	\$ (104,893.00)	\$ (230,000.00)	\$ (230,000.00)	\$ (230,000.00)	\$ -
5502	Carryover Balance	\$ -	\$ -	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ -
5506	Park Patrol Citations	\$ (1,277.11)	\$ (1,500.00)	\$ (2,300.00)	\$ (2,300.00)	\$ (2,300.00)	\$ -
5508	Bingo - Primary Revenue	\$ (12,646.75)	\$ (14,400.00)	\$ (19,750.00)	\$ (19,750.00)	\$ (19,750.00)	\$ -
5509	Excess Bingo Revenue	\$ (2,946.60)	\$ -	\$ (1,800.00)	\$ (1,800.00)	\$ (1,800.00)	\$ -
5510	Contract Classes-Public Fees	\$ (250,451.22)	\$ (131,313.00)	\$ (183,357.00)	\$ (183,357.00)	\$ (183,357.00)	\$ -
5511	Public Fees	\$ (177,937.03)	\$ (300,001.00)	\$ (305,964.00)	\$ (305,964.00)	\$ (305,964.00)	\$ -
5520	Public Fees-Entry Fees	\$ (38,922.00)	\$ (40,840.00)	\$ (41,600.00)	\$ (41,600.00)	\$ (41,600.00)	\$ -
5525	Vending Concessions	\$ (620.40)	\$ (1,450.00)	\$ (1,450.00)	\$ (1,450.00)	\$ (1,450.00)	\$ -
5530	Rental	\$ (437,267.84)	\$ (338,717.00)	\$ (550,793.00)	\$ (550,793.00)	\$ (550,793.00)	\$ -
5535	Cell Tower Revenue	\$ (102,036.37)	\$ (100,800.00)	\$ (159,600.00)	\$ (159,600.00)	\$ (159,600.00)	\$ -
5540	Parking Fees	\$ (17,795.05)	\$ (9,600.00)	\$ (10,350.00)	\$ (10,350.00)	\$ (10,350.00)	\$ -
5546	CAPRI Workers Comp Prior Year	\$ (15,947.55)	\$ -	\$ -	\$ -	\$ -	\$ -
5555	Advertising Revenue	\$ (4,000.00)	\$ (10,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ -
5558	Sponsorships/Donations	\$ -	\$ -	\$ (2,500.00)	\$ (2,500.00)	\$ (2,500.00)	\$ -
5561	Special Event	\$ 842.52	\$ (56,205.00)	\$ (125,120.00)	\$ (125,120.00)	\$ (125,120.00)	\$ -
5563	Staffing Cost Recovery	\$ (51,883.75)	\$ (58,352.00)	\$ (41,212.00)	\$ (41,212.00)	\$ (41,212.00)	\$ -
5564	Special Event Permits	\$ (900.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5566	Security Services - Recovery	\$ (4,136.25)	\$ -	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (678.28)	\$ (72,000.00)	\$ -	\$ -	\$ -	\$ -
5574	Rebates Recieved	\$ -	\$ (152,042.00)	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (326,580.64)	\$ (476,939.00)	\$ (35,250.00)	\$ (35,250.00)	\$ (35,250.00)	\$ -
5576	Restricted Donations	\$ (67.75)	\$ -	\$ -	\$ -	\$ -	\$ -
5580	Cash Over/Under	\$ (45.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ (2,474.63)	\$ (1,700.00)	\$ (1,700.00)	\$ (1,700.00)	\$ (1,700.00)	\$ -
5600	Reimbursement - ROPS	\$ (396,407.90)	\$ (350,000.00)	\$ (350,000.00)	\$ (350,000.00)	\$ (350,000.00)	\$ -
<b>Revenue</b>		<b>\$ 9,451,553.29</b>	<b>\$ 9,855,097.00</b>	<b>\$ 10,193,460.00</b>	<b>\$ 10,193,460.00</b>	<b>\$ 10,193,460.00</b>	<b>\$ -</b>
<b>Personnel</b>							
6100	Full Time Salaries	\$ 2,322,461.90	\$ 2,669,312.00	\$ 2,804,745.00	\$ 2,804,745.00	\$ 2,804,745.00	\$ -
6101	Overtime Salaries	\$ 18,647.24	\$ 26,785.00	\$ 28,035.00	\$ 28,035.00	\$ 28,035.00	\$ -
6105	Car Allowance	\$ 11,087.32	\$ 10,800.00	\$ 6,000.00	\$ 6,000.00	\$ 7,600.00	\$ -
6108	Cell Phone Allowance	\$ 14,335.80	\$ 15,960.00	\$ 15,960.00	\$ 15,960.00	\$ 15,960.00	\$ -
6110	Part-Time Salaries	\$ 381,964.52	\$ 549,670.00	\$ 628,173.00	\$ 628,173.00	\$ 628,173.00	\$ -
6120	Retirement	\$ 385,469.55	\$ 466,365.00	\$ 532,299.00	\$ 532,659.00	\$ 532,840.00	\$ -
6121	457 Pension	\$ 16,315.09	\$ 23,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -
6125	Deferred Compensation	\$ 4,768.93	\$ 4,895.00	\$ 5,193.00	\$ 5,193.00	\$ 5,193.00	\$ -
6130	Employee Insurance	\$ 287,736.56	\$ 372,401.00	\$ 429,933.00	\$ 432,616.00	\$ 432,616.00	\$ -
6140	Workers Compensation	\$ 156,332.71	\$ 222,963.00	\$ 186,770.00	\$ 186,770.00	\$ 186,770.00	\$ -
6150	Unemployment Insurance	\$ 6,843.91	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
6160	Loan - Pension Obligation	\$ 14,217.75	\$ 132,893.00	\$ -	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ 501,541.00	\$ 508,376.00	\$ 494,762.00	\$ 494,762.00	\$ 494,762.00	\$ -
<b>Personnel</b>		<b>\$ 4,121,722.28</b>	<b>\$ 5,018,420.00</b>	<b>\$ 5,148,870.00</b>	<b>\$ 5,151,913.00</b>	<b>\$ 5,153,694.00</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
6210	Telephone/Internet	\$ 21,699.69	\$ 23,132.00	\$ 21,692.00	\$ 21,692.00	\$ 21,692.00	\$ -
6220	IT Services	\$ 24,349.33	\$ 61,125.00	\$ 64,298.00	\$ 64,298.00	\$ 64,298.00	\$ -
6230	IT Hardware	\$ 539.62	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
6240	Hardware/Software Services	\$ 14,672.88	\$ 60,534.00	\$ 73,586.00	\$ 73,586.00	\$ 73,586.00	\$ -
6310	Pool Chemicals	\$ 4,898.62	\$ 8,250.00	\$ 7,250.00	\$ 7,250.00	\$ 7,250.00	\$ -
6320	Janitorial Supplies	\$ 45,768.60	\$ 48,408.00	\$ 49,800.00	\$ 49,800.00	\$ 49,800.00	\$ -
6321	COVID - Supplies	\$ 3,352.52	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ 311.23	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ -
6340	Food Supplies	\$ 1,435.90	\$ 14,850.00	\$ 6,625.00	\$ 6,625.00	\$ 6,625.00	\$ -
6350	Water Maint & Service	\$ 826.75	\$ 1,265.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ -
6360	Laundry/Wash Service	\$ 73.50	\$ 1,220.00	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00	\$ -
6380	Medical Supplies	\$ -	\$ 1,050.00	\$ 1,390.00	\$ 1,390.00	\$ 1,390.00	\$ -
6410	Insurance Liability	\$ 236,698.00	\$ 289,778.00	\$ 347,734.00	\$ 347,734.00	\$ 347,734.00	\$ -
6500	Equipment Maintenance	\$ 655.66	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ -
6510	Fuel	\$ 61,605.47	\$ 73,590.00	\$ 68,475.00	\$ 68,475.00	\$ 68,475.00	\$ -
6520	Vehicle Maintenance	\$ 36,355.60	\$ 35,400.00	\$ 38,100.00	\$ 38,100.00	\$ 38,100.00	\$ -
6610	Building Repair	\$ 71,684.47	\$ 85,500.00	\$ 67,500.00	\$ 67,500.00	\$ 67,500.00	\$ -
6620	HVAC Maintenance/Repairs	\$ 6,243.14	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00	\$ -
6630	Playground Maintenance	\$ 27,433.20	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -
6705	Turf Removal	\$ 19,549.12	\$ -	\$ -	\$ -	\$ -	\$ -
6710	Grounds Maintenance	\$ 91,812.38	\$ 119,420.00	\$ 101,220.00	\$ 101,220.00	\$ 101,220.00	\$ -

Pleasant Valley Recreation and Park District  
 FY 2023-2024 Budget  
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
6719	Tree Care	\$ 29,997.00	\$ 34,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -
6722	Park Amenities - Assess	\$ 9,005.46	\$ -	\$ -	\$ -	\$ -	\$ -
6727	Fee Schedule	\$ 11,250.00	\$ 13,050.00	\$ -	\$ -	\$ -	\$ -
6730	Contracted Pest Control	\$ 3,700.00	\$ 3,000.00	\$ 4,020.00	\$ 4,020.00	\$ 4,020.00	\$ -
6740	Rubbish & Refuse	\$ 80,034.15	\$ 79,830.00	\$ 84,330.00	\$ 84,330.00	\$ 84,330.00	\$ -
6750	Vandalism/Theft	\$ 1,047.97	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
6810	Memberships	\$ 13,335.00	\$ 15,047.00	\$ 16,952.00	\$ 16,952.00	\$ 16,952.00	\$ -
6910	Office Supplies	\$ 14,439.84	\$ 25,020.00	\$ 33,950.00	\$ 33,950.00	\$ 33,950.00	\$ -
6920	Postage Expense	\$ 12,759.07	\$ 18,640.00	\$ 18,700.00	\$ 18,700.00	\$ 18,700.00	\$ -
6930	Advertising Expense	\$ 4,190.95	\$ 3,490.00	\$ 3,040.00	\$ 3,040.00	\$ 3,040.00	\$ -
6940	Printing Charges	\$ 7,121.34	\$ 8,935.00	\$ 13,126.00	\$ 13,126.00	\$ 13,126.00	\$ -
6950	Bank & Registration Fees	\$ 73,402.61	\$ 3,920.00	\$ 3,920.00	\$ 3,920.00	\$ 3,920.00	\$ -
6960	Approp Redev/Collection Fees	\$ 541,882.42	\$ 552,000.00	\$ 684,039.00	\$ 684,039.00	\$ 684,039.00	\$ -
6980	Minor Furn Fixture & Equip	\$ 6,556.47	\$ 1,137.00	\$ 25,237.00	\$ 25,237.00	\$ 25,237.00	\$ -
7010	Fingerprint Fees (HR)	\$ 2,716.47	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ -
7020	Fire & Safety Insp Fees	\$ 2,324.65	\$ 4,725.00	\$ 6,675.00	\$ 6,675.00	\$ 6,675.00	\$ -
7030	Permit & Licensing Fees	\$ 5,148.99	\$ 6,550.00	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -
7040	State License Fee	\$ 706.25	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
7100	Professional Services	\$ 74,340.50	\$ 147,501.00	\$ 270,200.00	\$ 270,200.00	\$ 270,200.00	\$ -
7110	Legal Services	\$ 52,489.99	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -
7115	Typeset and Print Services	\$ 23,820.15	\$ 36,600.00	\$ 36,600.00	\$ 36,600.00	\$ 36,600.00	\$ -
7120	Instructor Services	\$ 160,491.95	\$ 77,265.00	\$ 108,902.00	\$ 108,902.00	\$ 108,902.00	\$ -
7125	PERS Admin Fees	\$ 1,268.79	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -
7130	Audit Services	\$ 12,375.00	\$ 20,875.00	\$ 17,425.00	\$ 17,425.00	\$ 17,425.00	\$ -
7140	Medical & Health Svcs	\$ 6,716.00	\$ 12,170.00	\$ 10,720.00	\$ 10,720.00	\$ 10,720.00	\$ -
7150	Security Services	\$ 5,643.72	\$ 5,422.00	\$ 7,122.00	\$ 7,122.00	\$ 7,122.00	\$ -
7160	Entertainment Services	\$ 659.89	\$ 5,800.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ -
7180	Business Services	\$ 54,069.07	\$ 107,769.00	\$ 94,805.00	\$ 95,805.00	\$ 95,805.00	\$ -
7190	Umpire/Referee Services	\$ 1,805.00	\$ 1,650.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ -
7210	Subscriptions	\$ 246.88	\$ 2,550.00	\$ 2,375.00	\$ 2,375.00	\$ 2,375.00	\$ -
7310	Rents & Leases - Equip	\$ 9,016.07	\$ 31,620.00	\$ 48,720.00	\$ 48,720.00	\$ 48,720.00	\$ -
7320	Bldg/Field Leases & Rental	\$ 50.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ -
7410	Division Supplies	\$ 1,718.61	\$ 6,040.00	\$ 12,535.00	\$ 12,535.00	\$ 12,535.00	\$ -
7420	Program/Event Supplies	\$ 12,538.83	\$ 11,500.00	\$ 17,830.00	\$ 17,830.00	\$ 17,830.00	\$ -
7430	Bingo Supplies	\$ 3,791.84	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ -
7440	Sporting Goods	\$ 6,457.17	\$ 7,700.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ -
7450	Arts and Craft Supplies	\$ 2,780.45	\$ 4,025.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ -
7460	Training Supplies	\$ 1,642.97	\$ 1,920.00	\$ 3,970.00	\$ 3,970.00	\$ 3,970.00	\$ -
7500	Small Tools	\$ 4,591.99	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
7510	Safety Supplies	\$ 5,589.12	\$ 4,215.00	\$ 4,415.00	\$ 4,415.00	\$ 4,415.00	\$ -
7610	Uniform Allowance	\$ 10,548.76	\$ 12,490.00	\$ 15,790.00	\$ 15,790.00	\$ 15,790.00	\$ -
7620	Safety Clothing	\$ 3,505.11	\$ 5,404.00	\$ 5,404.00	\$ 5,404.00	\$ 5,404.00	\$ -
7700	Transportation and Travel	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -
7710	Conference&Seminar Staff	\$ 7,765.81	\$ 30,591.00	\$ 19,665.00	\$ 19,665.00	\$ 19,665.00	\$ -
7715	Conference&Seminar Board	\$ 327.00	\$ 4,450.00	\$ 2,625.00	\$ 2,625.00	\$ 2,625.00	\$ -
7720	Conference&Seminar Travel Exp	\$ 4,690.93	\$ 26,949.00	\$ 6,067.00	\$ 6,067.00	\$ 6,067.00	\$ -
7725	Out of Town Travel Board	\$ 2,225.83	\$ 2,420.00	\$ 2,970.00	\$ 2,970.00	\$ 2,970.00	\$ -
7730	Private Vehicle Mileage	\$ 76.98	\$ 6,025.00	\$ 6,321.00	\$ 6,321.00	\$ 4,847.00	\$ -
7750	Buses/Excursions	\$ 795.20	\$ 33,500.00	\$ 11,400.00	\$ 11,400.00	\$ 11,400.00	\$ -
7760	Tuition/Book Reimbursement	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
7810	Utilities - Gas	\$ 44,459.31	\$ 53,040.00	\$ 49,133.00	\$ 49,133.00	\$ 49,133.00	\$ -
7820	Utilities - Water	\$ 781,057.84	\$ 910,143.00	\$ 786,277.00	\$ 786,277.00	\$ 786,277.00	\$ -
7830	Utilities - Electric	\$ 227,466.51	\$ 217,575.00	\$ 232,694.00	\$ 232,694.00	\$ 232,694.00	\$ -
7840	Airport Assessment Exp	\$ 1,517.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ -
7910	Awards and Certificates	\$ 11,576.94	\$ 16,130.00	\$ 18,190.00	\$ 18,190.00	\$ 18,190.00	\$ -
7920	Meals for Staff Training	\$ 2,489.16	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -
7930	Employee Morale	\$ 5,010.55	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -
7950	COP Debt - PV Fields	\$ 223,759.02	\$ 217,560.00	\$ 343,214.07	\$ 343,214.00	\$ 343,214.00	\$ -
7970	Reserve Vehicle Fleet	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -
7971	Reserve Computer Fleet	\$ -	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -
7973	Reserve Dry Period	\$ -	\$ 65,203.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -
7974	Reserve Capital Improvements	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
7975	Reserve Repair/Oper/Admin	\$ -	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
7976	Reserve - Compensated Absences	\$ -	\$ 25,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
<b>Services and Supplies</b>		<b>\$ 3,258,960.26</b>	<b>\$ 3,938,508.00</b>	<b>\$ 4,267,863.07</b>	<b>\$ 4,268,863.00</b>	<b>\$ 4,267,389.00</b>	<b>\$ -</b>

**Capital**

8400	General Capital	\$ -	\$ 2,148.00	\$ 675,000.00	\$ 720,000.00	\$ 25,000.00	\$ -
8420	Equip/Facility Replacement	\$ 29,984.93	\$ 97,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -
8479	Inflatable System	\$ 5,020.63	\$ -	\$ -	\$ -	\$ -	\$ -
8483	ECAA Loan-Lighting Project	\$ 6,104.62	\$ 27,382.85	\$ -	\$ -	\$ -	\$ -
8485	HVAC Conference Room	\$ 7,414.00	\$ -	\$ -	\$ -	\$ -	\$ -
8486	Pool Vacuum	\$ 5,203.25	\$ -	\$ -	\$ -	\$ -	\$ -
8487	Springville Parking Lot	\$ 23,600.22	\$ -	\$ -	\$ -	\$ -	\$ -
8488	Mission Oaks Parking Lot	\$ 61,654.20	\$ -	\$ -	\$ -	\$ -	\$ -

Pleasant Valley Recreation and Park District  
 FY 2023-2024 Budget  
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
8489	Tennis Court Lighting	\$ 116,802.34	\$ -	\$ -	\$ -	\$ -	\$ -
8491	Senior Center Carpeting	\$ 14,993.55	\$ -	\$ -	\$ -	\$ -	\$ -
8492	Sr Ctr Upgrade to Sound Board	\$ 13.70	\$ -	\$ -	\$ -	\$ -	\$ -
8494	Bingo Console	\$ 5,007.00	\$ -	\$ -	\$ -	\$ -	\$ -
8495	Turf Sweeper	\$ 8,189.10	\$ -	\$ -	\$ -	\$ -	\$ -
8496	Prop 68-Arneill Ranch Park	\$ 508,262.34	\$ 51,731.16	\$ -	\$ -	\$ -	\$ -
8498	MO Tennis Court Refinish	\$ -	\$ 86,000.00	\$ -	\$ -	\$ -	\$ -
8499	Community Center Sewer Line	\$ -	\$ 28,025.00	\$ -	\$ -	\$ -	\$ -
8500	Cam Grove Septic Tank	\$ -	\$ 72,605.21	\$ -	\$ -	\$ -	\$ -
8501	Senior Center Roof	\$ -	\$ 146,852.00	\$ -	\$ -	\$ -	\$ -
8502	Freedom Dog Park	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -
8503	Co-Op Sewer Line	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -
8505	Valle Lindo Tennis Courts Resurface	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -
8506	Pool Deck Epoxy	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -
8507	Lokker Playground	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -
8508	PV Fields Whole Pump Replacement	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -
<b>Capital</b>		<b>\$ 792,249.88</b>	<b>\$ 772,244.22</b>	<b>\$ 710,000.00</b>	<b>\$ 755,000.00</b>	<b>\$ 815,000.00</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 8,173,207.42</b>	<b>\$ 9,729,172.22</b>	<b>\$ 10,126,733.07</b>	<b>\$ 10,175,776.00</b>	<b>\$ 10,236,083.00</b>	<b>\$ -</b>
<b>Drawdown</b>							
1111	Designated Project Drawdown	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -
<b>Drawdown</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 9,451,553.29</b>	<b>\$ 9,855,097.00</b>	<b>\$ 10,193,460.00</b>	<b>\$ 10,193,460.00</b>	<b>\$ 10,193,460.00</b>	<b>\$ -</b>
<b>Drawdown total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 8,173,207.42</b>	<b>\$ 9,729,172.22</b>	<b>\$ 10,126,733.07</b>	<b>\$ 10,175,776.00</b>	<b>\$ 10,236,083.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 1,278,345.87</b>	<b>\$ 125,924.78</b>	<b>\$ 66,726.93</b>	<b>\$ 142,684.00</b>	<b>\$ 82,377.00</b>	<b>\$ -</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

<b>Department: Administrative Services</b>	<b>Division: Administration</b>	<b>Department Number: 000</b>
<b>Account Description</b>	<b>Approved Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
5110-5230 Apportionment Taxes	7,634,345.00	8,109,714.00
5310 Interest Apportionment Fund	9,893.00	230,000.00
5585 Incentive Income	1,400.00	1,400.00
5591 Surplus Carryover	-	-
5600 Reimbursement ROPS	200,000.00	350,000.00
<b>TOTAL REVENUE</b>	<b>7,845,638.00</b>	<b>8,691,114.00</b>
<b>TOTAL PERSONNEL</b>		-
7950 Lease Payment- VATP	217,560.00	343,214.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>217,560.00</b>	<b>343,214.00</b>
<b>TOTAL CAPITAL EXPENSES</b>		-
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>7,845,638.00</b>	<b>8,691,114.00</b>
<b>TOTAL EXPENDITURES</b>	<b>217,560.00</b>	<b>343,214.00</b>
<b>GRAND TOTAL</b>	<b>7,628,078.00</b>	<b>8,347,900.00</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Aquatics</b>	<b>Department Number: 301</b>
<b>Account Description</b>	<b>Approved Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
5510 Public Fees - Instructor Services	19,336.00	24,976.00
5511 Public Fees - Staff Taught Courses	91,641.00	111,134.00
5520 Public Fees- Aquatics Programs	25,840.00	41,600.00
5525 Vending Concessions	800.00	800.00
5530 Rentals	16,100.00	31,745.00
5563 Staffing Cost Recovery	14,920.00	34,822.00
<b>TOTAL REVENUE</b>	<b>168,637.00</b>	<b>245,077.00</b>
6100 Regular Salaries	81,452.00	72,001.00
6108 Cell Phone	780.00	390.00
6110 Part Time Salaries	223,633.00	250,414.00
6120 Retirement	18,314.00	32,627.00
6130 Employee Insurance	18,784.00	14,873.00
6140 Workers Compensation	8,542.00	4,482.00
<b>TOTAL PERSONNEL</b>	<b>351,505.00</b>	<b>374,787.00</b>
6310 Pool Supplies	-	7,250.00
6321 COVID-19	500.00	-
6500 Equipment Maintenance	1,000.00	1,600.00
6810 Memberships & Dues	-	200.00
6910 Office Supplies	600.00	640.00
7030 Business Permit & Licence Fee	-	500.00
7115 Typsetting & Printing Services	600.00	600.00
7120 Instructor Services	12,568.00	16,234.00
7180 Business Services	620.00	-
7410 Division Supplies	1,620.00	2,000.00
7460 Training Supplies	350.00	1,100.00
7510 Safety Supplies	1,360.00	1,810.00
7610 Uniform Allowance	1,440.00	2,040.00
7810 Utilities - Gas	-	42,144.00
7910 Awards & Certificates	2,525.00	4,050.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>23,183.00</b>	<b>80,168.00</b>
8420 Equip/Facility Replacement	7,500.00	-
<b>TOTAL CAPITAL EXPENSES</b>	<b>7,500.00</b>	<b>-</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>168,637.00</b>	<b>245,077.00</b>
<b>TOTAL EXPENDITURES</b>	<b>382,188.00</b>	<b>454,955.00</b>
<b>GRAND TOTAL</b>	<b>(213,551.00)</b>	<b>(209,878.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**2023-2024 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Sports</b>	<b>Department Number: 310</b>
<b>Account Description</b>	<b>Approved Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
5511 Public Fees - Sport Leagues	63,855.00	67,685.00
5530 Rentals	113,092.00	259,492.00
5563 Staffing Cost Recovery	2,880.00	3,360.00
<b>TOTAL REVENUE</b>	<b>179,827.00</b>	<b>330,537.00</b>
6100 Regular Salaries	82,908.00	68,680.00
6108 Cell Phone	390.00	390.00
6110 Part Time Salaries	21,623.00	23,972.00
6120 Retirement	14,806.00	12,392.00
6130 Employee Insurance	7,098.00	14,603.00
6140 Workers Compensation	2,927.00	1,288.00
<b>TOTAL PERSONNEL</b>	<b>129,752.00</b>	<b>121,325.00</b>
6380 Medical Supplies	600.00	600.00
6810 Memberships & Dues	70.00	75.00
7180 Business Services	1,450.00	1,500.00
7190 Umpire/Referee Services	1,650.00	1,700.00
7310 Rents & Leases - Equip	9,120.00	9,120.00
7410 Division Supplies	-	50.00
7440 Sporting Goods	5,100.00	5,100.00
7830 Utilities - Electricity	-	42,094.00
7910 Awards & Certificates	11,565.00	11,100.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>29,555.00</b>	<b>71,339.00</b>
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>

<b>TOTAL REVENUE + DRAWDOWN</b>	<b>179,827.00</b>	<b>330,537.00</b>
<b>TOTAL EXPENDITURES</b>	<b>159,307.00</b>	<b>192,664.00</b>
<b>GRAND TOTAL</b>	<b>20,520.00</b>	<b>137,873.00</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Camps/Classes</b>	<b>Department Number: 320</b>
<b>Account Description</b>	<b>Approved Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
5510 Public Fees - Instructor Services	111,997.00	154,881.00
5511 Public Fees - Camps & Classes	81,250.00	93,600.00
<b>TOTAL REVENUE</b>	<b>193,247.00</b>	<b>248,481.00</b>
6100 Regular Salaries	33,453.00	80,077.00
6108 Cell Phone	-	780.00
6110 Part Time Salaries	66,231.00	81,865.00
6120 Retirement	6,018.00	18,427.00
6130 Employee Insurance	2,324.00	16,147.00
6140 Workers Compensation	2,791.00	2,251.00
<b>TOTAL PERSONNEL</b>	<b>110,817.00</b>	<b>199,547.00</b>
6340 Food Supplies	900.00	1,125.00
6380 Medical Supplies	450.00	790.00
7120 Instructor Services	62,897.00	90,868.00
7180 Business Services	6,750.00	8,640.00
7410 Division Supplies	-	9,010.00
7420 Program/Event Supplies	800.00	-
7440 Sporting Goods	-	500.00
7450 Arts & Crafts Supplies	4,025.00	1,575.00
7460 Training Supplies	500.00	-
7510 Safety Supplies	500.00	-
7610 Uniform Allowance	450.00	900.00
7750 Excursions & Camp Trips	7,500.00	6,400.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>84,772.00</b>	<b>119,808.00</b>
8400 Capital Outlay	-	-
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>193,247.00</b>	<b>248,481.00</b>
<b>TOTAL EXPENDITURES</b>	<b>195,589.00</b>	<b>319,355.00</b>
<b>GRAND TOTAL</b>	<b>(2,342.00)</b>	<b>(70,874.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

Department: Recreation Services	Division: Senior Services	Department Number: 370
Account Description	Approved Budget 2022-2023	Proposed Budget 2023-2024
5508 Bingo	14,400.00	19,750.00
550Bingo Excess	-	1,800.00
5511 Public Fees - Senior Services Programming	35,960.00	6,820.00
5525 Vending Concessions	650.00	650.00
<b>TOTAL REVENUE</b>	<b>51,010.00</b>	<b>29,020.00</b>
6100 Regular Salaries	66,721.00	54,970.00
6108 Cell Phone	390.00	-
6110 Part Time Salaries	24,335.00	31,500.00
6120 Retirement	17,570.00	10,641.00
6130 Employee Insurance	1,188.00	8,624.00
6140 Workers Compensation	3,665.00	1,202.00
<b>TOTAL PERSONNEL</b>	<b>113,869.00</b>	<b>106,937.00</b>
6330 Kitchen Supplies	900.00	600.00
6340 Food Supplies	10,950.00	1,900.00
6980 Minor Office Equip. F F & E	-	100.00
7030 Business Permit & License Fee	700.00	-
7210 Publication & Subscriptions	175.00	-
7410 Division Supplies	4,000.00	-
7430 Bingo Supplies	4,800.00	4,800.00
7510 Safety Supplies	300.00	300.00
7610 Uniform Allowance	150.00	-
7730 Private Vehicle Mileage	1,500.00	-
7750 Excursions & Camp Trips	26,000.00	5,000.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>49,475.00</b>	<b>12,700.00</b>
8494 Bingo Console		
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>51,010.00</b>	<b>29,020.00</b>
<b>TOTAL EXPENDITURES</b>	<b>163,344.00</b>	<b>119,637.00</b>
<b>GRAND TOTAL</b>	<b>(112,334.00)</b>	<b>(90,617.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**2023-2024 ANNUAL BUDGET**  
**Account Summary**

Department: Parks	Division: Parks Summary	Department Number: 410
Account Description	Approved Budget 2022-2023	Proposed Budget 2023-2024
5506 Citations	1,500.00	2,300.00
5530 Rentals	209,525.00	259,556.00
5535 Cell Tower	100,800.00	159,600.00
5540 Parking Fees	9,600.00	10,350.00
5563 Staffing Cost Recovery	1,302.00	1,980.00
5570 Contributions	72,000.00	-
5575 Other Misc. Income	14,500.00	15,250.00
5585 Incentive Income	300.00	300.00
<b>TOTAL REVENUE</b>	<b>409,527.00</b>	<b>449,336.00</b>
6100 Regular Salaries	1,335,636.00	1,406,878.00
6101 Overtime Wages	24,285.00	24,285.00
6105 Car Allowance	4,800.00	1,600.00
6108 Cell Phone	9,720.00	9,720.00
6110 Part Time Salaries	138,239.00	147,121.00
6120 Retirement	240,203.00	265,744.00
6130 Employee Insurance	191,834.00	236,435.00
6140 Workers Compensation	189,257.00	169,002.00
<b>TOTAL PERSONNEL</b>	<b>2,133,974.00</b>	<b>2,260,785.00</b>
6210 Telephone	3,360.00	3,480.00
6310 Pool Supplies	8,250.00	-
6320 Janitorial Supplies	48,408.00	49,800.00
6321 COVID-19	500.00	-
6350 Water Maintenance Service	480.00	480.00
6360 Laundry/Wash Services	180.00	180.00
6510 Fuel	73,590.00	68,475.00
6520 Vehicle Maint/Repair	35,400.00	38,100.00
6610 Building Repair	85,500.00	67,500.00
6620 HVAC Maint/Repair	8,820.00	8,820.00
6630 Playground Maintenance	40,000.00	35,000.00
6710 Grounds Maint.	81,420.00	101,220.00
6719 Tree Care	30,000.00	30,000.00
6730 Contracted Pest Control	3,000.00	4,020.00
6740 Rubbish & Refuse	79,830.00	84,330.00
6750 Vandalism/Theft	500.00	1,000.00
6810 Memberships & Dues	400.00	400.00
6910 Office Supplies	300.00	-
6940 Copy Machine Charges	450.00	950.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

Department: Parks	Division: Parks Summary	Department Number: 410
Account Description	Approved Budget 2022-2023	Proposed Budget 2023-2024
6980 Minor Equip. F F & E	-	7,000.00
7020 Fire Inspection Fees	2,975.00	3,175.00
7030 Business Permit & License Fee	2,300.00	1,800.00
7040 State Licenses	1,000.00	-
7150 Security Services	1,200.00	3,000.00
7180 Business Services	20,100.00	30,100.00
7210 Publication & Subscriptions	120.00	120.00
7310 Rents & Leases - Equip	12,000.00	12,000.00
7440 Sporting Goods	2,600.00	2,800.00
7500 Small Tools	6,000.00	6,000.00
7510 Safety Supplies	300.00	550.00
7610 Uniform Allowance	8,500.00	8,500.00
7620 Safety Clothing & Supplies	5,404.00	5,404.00
7710 Conference & Seminars	7,350.00	5,450.00
7720 Out-of-town Travel	250.00	250.00
7760 Tuition/Book Reimbursement	4,000.00	4,000.00
7810 Utilities - Gas	38,740.00	6,989.00
7820 Utilities - Water	910,143.00	786,277.00
7830 Utilities - Electricity	217,575.00	190,600.00
7840 Airport Assessment	14,000.00	14,000.00
7920 Meals & Entertainment	500.00	500.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>1,755,445.00</b>	<b>1,582,270.00</b>
8400 Capital Outlay	765,000.00	780,000.00
8420 Equip/Facility Replacement	90,000.00	35,000.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>855,000.00</b>	<b>815,000.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>409,527.00</b>	<b>449,336.00</b>
<b>TOTAL EXPENDITURES</b>	<b>4,744,419.00</b>	<b>4,658,055.00</b>
<b>GRAND TOTAL</b>	<b>(4,334,892.00)</b>	<b>(4,208,719.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**2023-2024 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Rec Admin/Marketing/Special Events</b>	<b>Department Number: 503</b>
<b>Account Description</b>	<b>Approved Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
5511 Public Fees	27,295.00	26,725.00
5555 Activity Guide & Marquee	10,000.00	6,000.00
5558 Sponsorships/Donations	-	2,500.00
5561 Special Event	-	125,120.00
5563 Staffing Cost Recovery	21,250.00	1,050.00
<b>TOTAL REVENUE</b>	<b>58,545.00</b>	<b>161,395.00</b>
6100 Regular Salaries	189,048.00	170,611.00
6101 Overtime Wages	-	1,250.00
6108 Cell Phone	780.00	780.00
6110 Part Time Salaries	30,209.00	30,315.00
6120 Retirement	29,082.00	30,291.00
6121 457 PT Pension	-	-
6130 Employee Insurance	30,601.00	36,921.00
6140 Workers Compensation	6,139.00	2,793.00
<b>TOTAL PERSONNEL</b>	<b>285,859.00</b>	<b>272,961.00</b>
6330 Kitchen Supplies	300.00	100.00
6340 Food Supplies	3,000.00	3,600.00
6360 Laundry/Wash Services	1,040.00	940.00
6810 Memberships & Dues	50.00	-
6910 Office Supplies	3,000.00	12,310.00
6920 Postage/Freight/Mail Expense	16,900.00	16,900.00
7020 Fire Inspection Fees	1,750.00	3,500.00
7030 Business Permit & License Fee	3,050.00	4,500.00
7100 Professional Services	12,001.00	54,700.00
7115 Typesetting & Printing Services	36,000.00	36,000.00
7140 Medical & Health Services	6,250.00	4,800.00
7150 Security Services	1,475.00	1,375.00
7160 Entertainment Services	4,800.00	3,300.00
7180 Business Services	5,650.00	6,200.00
7310 Rents & Leases - Equip	9,300.00	26,400.00
7320 Bidg./Field Leases & Rental	60.00	60.00
7410 Division Supplies	-	17,780.00
7420 Program/Event Supplies	11,500.00	-
7460 Training Supplies	-	1,800.00
7610 Uniform Allowance	1,350.00	3,750.00
7700 Transportation & Travel	600.00	-
7710 Conference & Seminars	6,000.00	2,584.00
7720 Out-of-town Travel	18,390.00	1,970.00
7730 Private Vehicle Mileage	3,540.00	3,900.00
7910 Awards & Certificates	1,300.00	2,300.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>147,306.00</b>	<b>208,769.00</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**2023-2024 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Rec Admin/Marketing/Special Events</b>	<b>Department Number: 503</b>
<b>Account Description</b>	<b>Approved Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
8400 Capital Outlay	-	-
<b>TOTAL CAPITAL EXPENSES</b>	-	-
<b>TOTAL EXPENDITURES</b>	<b>433,165.00</b>	<b>481,730.00</b>
<b>Total Recreation Admin Revenue</b>		<b>7,050.00</b>
<b>Total Recreation Admin Expenditures</b>		<b>221,875.35</b>
<b>Total Recreation Admin Grand Total</b>		<b>(214,825.35)</b>
<b>Total Special Events Revenue</b>		<b>154,345.00</b>
<b>Total Special Events Expenditures</b>		<b>259,854.65</b>
<b>Total Special Events Grand Total</b>		<b>(105,509.65)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

Department: Administration	Division: Administration	Department Number: 505
Account Description	Adopted Budget 2022-2023	Proposed Budget 2023-2024
5502 Carryover Balance	-	15,000.00
5575 Other Misc. Income	18,900.00	20,000.00
1111 Designated Project Drawdown	-	125,000.00
<b>TOTAL REVENUE</b>	<b>18,900.00</b>	<b>160,000.00</b>
6100 Regular Salaries	867,198.00	946,666.00
6101 Overtime Wages	2,500.00	2,500.00
6105 Car Allowance	6,000.00	6,000.00
6108 Cell Phone	3,822.00	3,900.00
6110 Part Time Salaries	43,075.00	47,866.00
6120 Retirement	138,382.00	161,753.00
6121 457 PT Pension	7,000.00	7,000.00
6125 Deferred Compensation	4,895.00	5,193.00
6130 Employee Insurance	117,988.00	104,125.00
6140 Workers Compensation	9,398.00	5,315.00
6150 Unemployment Insurance	15,000.00	10,000.00
6160 Loan Payment-Pension Obligation	132,893.00	-
6170 PERS Unfunded Liability	565,994.00	494,762.00
<b>TOTAL PERSONNEL</b>	<b>1,914,145.00</b>	<b>1,795,080.00</b>
6210 Internet/Telephone	19,772.00	18,212.00
6220 IT Services	61,125.00	64,298.00
6230 IT/Hardware	2,000.00	2,000.00
6240 Computer Hardware/Software Services	60,534.00	73,586.00
6321 COVID-Supplies	-	-
6350 Water Maintenance Service	785.00	420.00
6410 Liability/Property Insurance	284,038.00	347,734.00
6727 Fee Schedule	-	-
6810 Memberships & Dues	14,527.00	16,277.00
6910 Office Supplies	21,120.00	21,000.00
6920 Postage/Freight/Mail Expense	1,740.00	1,800.00
6930 Advertising Expense	2,740.00	3,040.00
6940 Copy Machine Charges	8,485.00	12,176.00
6950 Bank/Smart Rec Charges	3,920.00	3,920.00
6960 Apportionment Collection Fees	552,000.00	684,039.00
6980 Minor Office Equip. F F & E	1,137.00	18,137.00
7010 Fingerprint Fees	3,360.00	3,360.00
7100 Professional Services	135,500.00	215,500.00
7110 Legal Fees	90,000.00	90,000.00
7125 Administration Fees	2,200.00	2,200.00
7130 Audit Services	20,875.00	17,425.00
7140 Medical & Health Services	5,920.00	5,920.00
7150 Security Services	2,747.00	2,747.00
7180 Business Services	72,699.00	48,865.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

<b>Department: Administration</b>	<b>Division: Administration</b>	<b>Department Number: 505</b>
<b>Account Description</b>	<b>Adopted Budget 2022-2023</b>	<b>Proposed Budget 2023-2024</b>
7210 Publication & Subscriptions	2,255.00	2,255.00
7460 Training Supplies	1,070.00	1,070.00
7510 Safety Supplies	1,755.00	1,755.00
7610 Uniform Allowance	600.00	600.00
7710 Conference & Seminars	17,241.00	11,631.00
7715 Conference & Seminars - Board	4,450.00	2,625.00
7720 Out-of-town Travel Staff	8,309.00	3,847.00
7725 Out -of-town Travel Board	2,420.00	2,970.00
7730 Private Vehicle Mileage	908.00	870.00
7910 Awards & Certificates	740.00	740.00
7920 Meals & Entertainment	3,000.00	3,000.00
7930 Employee Morale	5,500.00	5,500.00
7970 Reserve - Vehicle Fleet	-	15,000.00
7971 Reserve - Computer Fleet	5,000.00	8,000.00
7972 Reserve - Designated Project	-	-
7973 Reserve - Dry Period	65,203.00	5,000.00
7974 Reserve - Capital Improvements	20,000.00	-
7975 Reserve - Repair/Operations/Admin	20,000.00	100,000.00
7976 Reserve - Compensated Absences	25,000.00	25,000.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>1,550,675.00</b>	<b>1,842,519.00</b>
8400 Capital Outlay	-	-
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>

<b>TOTAL REVENUE + DRAWDOWN</b>	<b>18,900.00</b>	<b>160,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>3,464,820.00</b>	<b>3,637,599.00</b>
<b>GRAND TOTAL</b>	<b>(3,445,920.00)</b>	<b>(3,477,599.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2023-2024 ANNUAL BUDGET  
Account Summary**

Department: Administration	Division: Grants	Department Number: 520
Account Description	Approved Budget 2022-2023	Proposed Budget 2023-2024
5510 Public Fees		3,500.00
5563 Staff Recovery	18,000.00	-
<b>TOTAL REVENUE</b>	<b>18,000.00</b>	<b>3,500.00</b>
6100 Regular Salaries	12,896.00	4,862.00
6108 Cell Phone	78.00	-
6110 Part Time Salaries	2,325.00	15,120.00
6120 Retirement	1,990.00	965.00
6130 Employee Insurance	2,584.00	888.00
6140 Workers Compensation	244.00	437.00
<b>TOTAL PERSONNEL</b>	<b>20,117.00</b>	<b>22,272.00</b>
6930 Advertising Expense	750.00	-
7030 Business Permit & License Fee	500.00	500.00
7120 Instructor Services	1,800.00	1,800.00
7160 Entertainment Services	1,000.00	1,000.00
7180 Business Services	500.00	500.00
7310 Rents & Leases - Equip	1,200.00	1,200.00
7410 Division Supplies	420.00	1,525.00
7730 Private Vehicle Mileage	77.00	77.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>6,247.00</b>	<b>6,602.00</b>
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>18,000.00</b>	<b>3,500.00</b>
<b>TOTAL EXPENDITURES</b>	<b>26,364.00</b>	<b>28,874.00</b>
<b>GRAND TOTAL</b>	<b>(8,364.00)</b>	<b>(25,374.00)</b>

Pleasant Valley Recreation and Park District  
FY 2023-2024 Budget  
Fund 20 Assessment

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
5110	Tax Apport - Cur Year Secured	\$ (24,215.51)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ -	\$ (238.00)	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (322.61)	\$ (12,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ (20,000.00)	\$ -
5500	Assessment Revenue	\$ (1,206,650.64)	\$ (1,251,393.00)	\$ (1,293,871.00)	\$ (1,293,871.00)	\$ (1,293,871.00)	\$ -
<b>Revenue</b>		<b>\$ 1,231,188.76</b>	<b>\$ 1,263,631.00</b>	<b>\$ 1,313,871.00</b>	<b>\$ 1,313,871.00</b>	<b>\$ 1,313,871.00</b>	<b>\$ -</b>
<b>Personnel</b>							
6100	Full Time Salaries	\$ 22,744.16	\$ 62,048.00	\$ -	\$ -	\$ -	\$ -
6101	Overtime Salaries	\$ 66.98	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 187.03	\$ 162.00	\$ -	\$ -	\$ -	\$ -
6120	Retirement	\$ 3,576.71	\$ 10,801.00	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 3,278.39	\$ 10,086.00	\$ -	\$ -	\$ -	\$ -
6140	Workers Compensation	\$ 2,274.65	\$ 7,887.00	\$ -	\$ -	\$ -	\$ -
<b>Personnel</b>		<b>\$ 32,127.92</b>	<b>\$ 90,984.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
6709	Incidental Costs - Assess	\$ 28,759.18	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00	\$ -
6710	Grounds Maintenance	\$ 9,839.08	\$ 37,999.00	\$ -	\$ -	\$ -	\$ -
6719	Tree Care	\$ 67,488.92	\$ 88,502.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -
6720	Contracted LS Services	\$ 471,737.90	\$ 447,049.00	\$ 745,074.00	\$ 745,074.00	\$ 745,074.00	\$ -
6722	Park Amenities - Assess	\$ 12,164.59	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	\$ -
6950	Bank & Registration Fees	\$ -	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ -
6960	Approp Redev/Collection Fees	\$ 2,969.14	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -
7950	COP Debt - PV Fields	\$ 529,755.84	\$ 529,760.00	\$ 408,780.00	\$ 408,780.00	\$ 408,780.00	\$ -
<b>Services and Supplies</b>		<b>\$ 1,122,714.65</b>	<b>\$ 1,160,324.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 1,154,842.57</b>	<b>\$ 1,251,308.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 1,231,188.76</b>	<b>\$ 1,263,631.00</b>	<b>\$ 1,313,871.00</b>	<b>\$ 1,313,871.00</b>	<b>\$ 1,313,871.00</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 1,154,842.57</b>	<b>\$ 1,251,308.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ 1,300,868.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 76,346.19</b>	<b>\$ 12,323.00</b>	<b>\$ 13,003.00</b>	<b>\$ 13,003.00</b>	<b>\$ 13,003.00</b>	<b>\$ -</b>

Pleasant Valley Recreation and Park District  
 FY 2023-2024 Budget  
 Fund 30 Quimby

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
	5310 Interest Earnings	\$ (8,242.23)	\$ (45,125.00)	\$ (120,000.00)	\$ (120,000.00)	\$ (120,000.00)	\$ -
	5400 Park DedicationFees	\$ -	\$ (3,466,172.45)	\$ -	\$ -	\$ -	\$ -
<b>Revenue</b>		<b>\$ 8,242.23</b>	<b>\$ 3,511,297.45</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
	6950 Bank & Registration Fees	\$ 36.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -
<b>Services and Supplies</b>		<b>\$ 36.00</b>	<b>\$ 10.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Capital</b>							
	8400 General Capital	\$ -	\$ 1,400,000.00	\$ 118,200.00	\$ 118,200.00	\$ 621,769.00	\$ -
	8464 Arneill Ranch Park Renovation	\$ 1,385,569.41	\$ 106,529.25	\$ -	\$ -	\$ -	\$ -
	8480 Community Center Kitchen	\$ 259,996.36	\$ -	\$ -	\$ -	\$ -	\$ -
	8493 Pickleball Sports Complex	\$ 17,480.81	\$ 1,401,522.55	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ -
	8504 Multi-Generation Center	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
<b>Capital</b>		<b>\$ 1,663,046.58</b>	<b>\$ 2,908,051.80</b>	<b>\$ 1,418,200.00</b>	<b>\$ 2,418,200.00</b>	<b>\$ 2,921,769.00</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 1,663,082.58</b>	<b>\$ 2,908,061.80</b>	<b>\$ 1,418,200.00</b>	<b>\$ 2,418,200.00</b>	<b>\$ 2,921,769.00</b>	<b>\$ -</b>
<b>Drawdown</b>							
	1205 VC Pool Quimby Drawdown	\$ -	\$ -	\$ 1,298,200.00	\$ 2,298,200.00	\$ 2,801,769.00	0
<b>Drawdown</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,298,200.00</b>	<b>\$ 2,298,200.00</b>	<b>\$ 2,801,769.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 8,242.23</b>	<b>\$ 3,511,297.45</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ -</b>
<b>Drawdown Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,298,200.00</b>	<b>\$ 2,298,200.00</b>	<b>\$ 2,801,769.00</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 1,663,082.58</b>	<b>\$ 2,908,061.80</b>	<b>\$ 1,418,200.00</b>	<b>\$ 2,418,200.00</b>	<b>\$ 2,921,769.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ (1,654,840.35)</b>	<b>\$ 603,235.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Pleasant Valley Recreation and Park District

FY 2023-2024 Budget

Fund 40 Park Impact Fees

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
	5310 Interest Earnings	\$ (11.90)	\$ (3,662.93)	\$ (8,000.00)	\$ (8,000.00)	\$ (8,000.00)	\$ -
	5450 Park Impact Fees	\$ (172,347.20)	\$ (7,931.19)	\$ -	\$ -	\$ -	\$ -
<b>Revenue</b>		<b>\$ 172,359.10</b>	<b>\$ 11,594.12</b>	<b>\$ 8,000.00</b>	<b>\$ 8,000.00</b>	<b>\$ 8,000.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 172,359.10</b>	<b>\$ 11,594.12</b>	<b>\$ 8,000.00</b>	<b>\$ 8,000.00</b>	<b>\$ 8,000.00</b>	<b>\$ -</b>

Pleasant Valley Recreation and Park District  
 FY 2023-2024 Budget  
 Fund 50 CDBG

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
5577	CDBG - Food Share	\$ (31,112.80)	\$ (42,428.00)	\$ (11,491.00)	\$ (11,491.00)	\$ (11,491.00)	\$ -
<b>Revenue</b>		<b>\$ 31,112.80</b>	<b>\$ 42,428.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ -</b>
<b>Personnel</b>							
6100	Full Time Salaries	\$ 14,392.10	\$ 3,740.16	\$ 8,679.00	\$ 8,679.00	\$ 8,679.00	\$ -
6110	Part-Time Salaries	\$ 9,940.60	\$ 30,892.07	\$ 1,860.00	\$ 1,860.00	\$ 1,860.00	\$ -
6120	Retirement	\$ 1,673.93	\$ 4,622.60	\$ 806.00	\$ 806.00	\$ 806.00	\$ -
6130	Employee Insurance	\$ 38.61	\$ 18.13	\$ -	\$ -	\$ -	\$ -
6140	Workers Compensation	\$ 293.40	\$ 568.04	\$ 146.00	\$ 146.00	\$ 146.00	\$ -
<b>Personnel</b>		<b>\$ 26,338.64</b>	<b>\$ 39,841.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
6910	Office Supplies	\$ 1,060.96	\$ -	\$ -	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 13.34	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Services and Supplies</b>		<b>\$ 1,074.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 27,412.94</b>	<b>\$ 39,841.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 31,112.80</b>	<b>\$ 42,428.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 27,412.94</b>	<b>\$ 39,841.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ 11,491.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 3,699.86</b>	<b>\$ 2,587.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Pleasant Valley Recreation and Park District

FY 2023-2024 Budget

Fund 60 Restricted Donations

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
	5576 Restricted Donations	\$ -	\$ (1,308,170.00)	\$ -	\$ -	\$ -	\$ -
	5310 Interest Earnings	\$ -	\$ (2,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ -
<b>Revenue</b>		\$ -	\$ 1,310,170.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
<b>Services and Supplies</b>							
	6955 Bank Charges	\$ -	\$ 12.00	\$ -	\$ -	\$ -	\$ -
<b>Services and Supplies</b>		\$ -	\$ 12.00	\$ -	\$ -	\$ -	\$ -
<b>Capital</b>							
	8497 Miracle League 805 Ballfield	\$ -	\$ 1,000,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ -
<b>Capital</b>		\$ -	\$ 1,000,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ -
<b>Expense</b>		\$ -	\$ 1,000,012.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ -
<b>Drawdown</b>							
	1190 Miracle Leage 805 Drawdown	\$ -	\$ -	\$ 299,000.00	\$ 299,000.00	\$ 299,000.00	\$ -
<b>Drawdown</b>		\$ -	\$ -	\$ 299,000.00	\$ 299,000.00	\$ 299,000.00	\$ -
<b>Revenue Total</b>		\$ -	\$ 1,310,170.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
<b>Drawdown Total</b>		\$ -	\$ -	\$ 299,000.00	\$ 299,000.00	\$ 299,000.00	\$ -
<b>Expense Total</b>		\$ -	\$ 1,000,012.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ -
<b>Grand Total</b>		\$ -	\$ 310,158.00	\$ -	\$ -	\$ -	\$ -

**RESOLUTION NO. 746**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
ADOPTING THE 2023-2024 FISCAL YEAR BUDGETS**

**WHEREAS**, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) has reviewed and adopted the draft budgets for Fiscal Year 2023-2024,

**NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED, AND ORDERED** by the District Board of Directors as follows:

1. That the budget document which is on file with the Secretary of the Board be adopted as the final operating and capital budget for the District for the Fiscal Year 2023-2024.
2. That the amounts designated in the final Fiscal Year 2023-2024 budgets are hereby appropriated and may be expended by the departments or funds for which they are designated, and such appropriation shall be neither increased nor decreased excepted herein.
3. That the following controls are hereby placed on the use and transfer of budgeted funds:
  - a. The General Manager is responsible for keeping expenditures within budget allocations for positions, salaries, operational expenses, and capital expenditures and may adopt budget policies as necessary to carry out that responsibility. No expenditure of funds shall be authorized unless sufficient funds have been appropriated by the Board or General Manager as described herein.
  - b. The Board must authorize any increase in the overall operating budget, capital budget, salary budget, and number of authorized regular personnel positions above the level identified in the final budget. The General Manager may authorize the hiring of temporary or part-time staff as necessary, within the limits imposed by the available funds in the budget.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of July 2023 by the following vote:

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

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

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

\_\_\_\_\_  
Elaine Magner, Chair, Board of Directors  
PLEASANT VALLEY RECREATION AND  
PARK DISTRICT

**Attested:**

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

**RESOLUTION NO. 747**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A NEW SALARY SCHEDULE EFFECTIVE JULY 2023 WITH A COST OF LIVING ADJUSTMENT (COLA) FOR FULL TIME AND PART TIME YEAR-ROUND EMPLOYEES**

**WHEREAS**, the Pleasant Valley Recreation and Park District ("District") has a commitment to maintain a fair and competitive compensation program to attract, retain, and motivate a highly skilled workforce;

**WHEREAS**, it is the policy of the District to review salary schedules annually to account for changes in the cost of living as reflected in the Consumer Price Index and other relevant economic indicators;

**WHEREAS**, the Board of Directors has reviewed the current economic conditions and determined that a cost of living adjustment (COLA) is appropriate and necessary to maintain the competitiveness of the District’s compensation program;

**WHEREAS**, the proposed salary schedule with the COLA has been reviewed and recommended for approval;

NOW, THEREFORE, the Board of Directors of the Pleasant Valley Recreation and Park District does hereby resolve as follows:

1. The salary schedule attached hereto as Exhibit A, which includes a cost of living adjustment (COLA), is hereby adopted as the official salary schedule of the District effective July 1, 2023.
2. The District's Administrative Services Manager is authorized and directed to implement the new salary schedule in accordance with the District's payroll procedures.
3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of July 2023 by the following vote:

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

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

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

\_\_\_\_\_  
 Elaine Magner, Chair, Board of Directors  
 PLEASANT VALLEY RECREATION  
 AND PARK DISTRICT

Attested:

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



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

	Proposed		Proposed	
	Bi-Weekly Hourly	Bi-Weekly Hourly	Bi-Weekly Hourly	Bi-Weekly Hourly
<b>GENERAL MANAGER</b>	\$5,743.29 \$71.79	\$5,915.59 \$73.94	\$6,464.12 \$80.80	\$6,658.04 \$83.23
<b>ADMINISTRATIVE SERVICES MANAGER</b>	\$4,511.54 \$56.39	\$4,601.77 \$57.52	\$5,413.85 \$67.67	\$5,522.13 \$69.03
<b>ADMINISTRATIVE ANALYST</b>	\$2,763.39 \$34.54	\$2,818.65 \$35.23	\$3,513.02 \$43.91	\$3,583.28 \$44.79
<b>DEVELOPMENT ANALYST</b>	\$2,763.39 \$34.54	\$2,818.65 \$35.23	\$3,513.02 \$43.91	\$3,583.28 \$44.79
<b>HUMAN RESOURCES SPECIALIST</b>	\$2,119.02 \$26.49	\$2,161.40 \$27.02	\$2,692.07 \$33.65	\$2,745.91 \$34.32
<b>ACCOUNTING SPECIALIST</b>	\$2,119.02 \$26.49	\$2,161.40 \$27.02	\$2,692.07 \$33.65	\$2,745.91 \$34.32
<b>CUSTOMER SERVICE REP LEAD WORKER</b>	\$1,885.55 \$23.57	\$1,923.27 \$24.04	\$2,395.78 \$29.95	\$2,443.70 \$30.55
<b>CUSTOMER SERVICE REPRESENTATIVE I</b>	\$1,559.55 \$19.49	\$1,590.74 \$19.88	\$1,981.49 \$24.77	\$2,021.12 \$25.26
<b>CUSTOMER SERVICE REPRESENTATIVE II</b>	\$1,714.91 \$21.44	\$1,749.21 \$21.87	\$2,179.30 \$27.24	\$2,222.88 \$27.79
<b>RECREATION SERVICES MANAGER</b>	\$3,345.78 \$41.82	\$3,412.69 \$42.66	\$4,249.93 \$53.12	\$4,334.92 \$54.19
<b>RECREATION SUPERVISOR</b>	\$2,763.39 \$34.54	\$2,818.65 \$35.23	\$3,513.02 \$43.91	\$3,583.28 \$44.79
<b>RECREATION COORDINATOR</b>	\$2,305.79 \$28.82	\$2,351.91 \$29.40	\$2,928.93 \$36.61	\$2,987.51 \$37.34
<b>MARKETING SPECIALIST</b>	\$1,728.50 \$21.61	\$1,763.07 \$22.04	\$2,195.43 \$27.44	\$2,239.34 \$27.99
<b>RECREATION SPECIALIST</b>	\$1,558.70 \$19.48	\$1,589.88 \$19.87	\$2,195.43 \$27.44	\$2,239.34 \$27.99
<b>AQUATIC SPECIALIST</b>	\$1,558.70 \$19.48	\$1,589.88 \$19.87	\$2,195.43 \$27.44	\$2,239.34 \$27.99
<b>PARK SERVICES MANAGER</b>	\$3,345.78 \$41.82	\$3,412.69 \$42.66	\$4,249.93 \$53.12	\$4,334.92 \$54.19
<b>PARK SUPERVISOR</b>	\$2,763.39 \$34.54	\$2,818.65 \$35.23	\$3,513.02 \$43.91	\$3,583.28 \$44.79
<b>PARK MAINTENANCE LEAD WORKER</b>	\$2,348.24 \$29.35	\$2,395.21 \$29.94	\$2,983.27 \$37.29	\$3,042.93 \$38.04
<b>LEAD PARK RANGER</b>	\$2,348.24 \$29.35	\$2,395.21 \$29.94	\$2,983.27 \$37.29	\$3,042.93 \$38.04
<b>MECHANIC</b>	\$2,348.24 \$29.35	\$2,395.21 \$29.94	\$2,983.27 \$37.29	\$3,042.93 \$38.04
<b>IRRIGATION SPECIALIST</b>	\$2,348.24 \$29.35	\$2,395.21 \$29.94	\$2,983.27 \$37.29	\$3,042.93 \$38.04
<b>GROUNDS/FACILITIES I</b>	\$1,765.85 \$22.07	\$1,801.17 \$22.51	\$2,244.67 \$28.06	\$2,289.56 \$28.62
<b>GROUNDS/FACILITIES II</b>	\$2,029.88 \$25.37	\$2,070.48 \$25.88	\$2,580.01 \$32.25	\$2,631.61 \$32.90

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Lanny Binney, Recreation Supervisor**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND APPROVAL OF A FIVE-YEAR AGREEMENT FOR THE TERM OF SEPTEMBER 1, 2023- AUGUST 31, 2028, WITH THE PLEASANT VALLEY COOPERATIVE PRESCHOOL FOR USE OF DISTRICT PROPERTY LOCATED IN FREEDOM PARK**

**SUMMARY**

Since 2013, the Pleasant Valley Recreation and Park District (“District”) and the Pleasant Valley Cooperative Preschool (“PV Co-Op” or “Operator”) have entered into and maintained multiple agreements for the rental and operation of a District-owned building located at Freedom Park, 440A Skyway Dr. in Camarillo. The current agreement is effective through August 31, 2023, and both the District and PV Co-Op have agreed they would like to continue to the relationship by seeking a fourth agreement from September 1, 2023 – August 31, 2028.

**BACKGROUND**

In 2014, the District and the PV Co-Op entered into a Contract Operator Agreement (“Agreement”) for use of District property located at Freedom Park (480 Skyway Dr, Camarillo, CA 93010). Since that time, two additional agreements have been executed.

**Agreement #1: 2013 (September 1, 2014 – June 30, 2017)**

This Agreement outlined facility use days, times, locations, and the responsibilities of each party in relation to the facility. PV Co-Op paid a fixed rate for rent, whereas gas and water costs for each month (10 months per year) of Agreement #1 varied and is summarized below. PV Co-Op paid electricity directly to SoCal Edison during each of those years.

<b>Contract Yr.</b>	<b>Mos. Rent</b>	<b>Mos. Gas</b>	<b>Mos. Water</b>	<b>Mos. Total</b>	<b>Annual Total</b>
2014-2015	\$550.00	\$ -	\$ -	\$550.00	\$5,500.00
2015-2016	\$550.00	\$ -	\$40.00	\$590.00	\$5,900.00
2016-2017	\$600.00	\$40.00	\$20.00	\$660.00	\$6,600.00
<b>TOTAL</b>					<b>\$18,000.00</b>

**Agreement #2: 2013 Agreement Extension (August 1, 2017 –July 31, 2020)**

This three-year Agreement included a renewal clause for an additional three years under the same terms and conditions and PV Co-Op provided written notice that they wished to execute said renewal. Renter paid the following for each month of Agreement #2 (10 months per year):

<b>Contract Yr.</b>	<b>Mos. Rent</b>	<b>Mos. Gas</b>	<b>Mos. Water</b>	<b>Mos. Total</b>	<b>Annual Total</b>
2017-2018	\$600.00	\$20.00	\$40.00	\$660.00	\$6,600.00
2018-2019	\$600.00	\$20.00	\$40.00	\$660.00	\$6,600.00
2019-2020	\$600.00	\$20.00	\$40.00	\$660.00	\$6,600.00
				<b>TOTAL</b>	<b>\$19,800.00</b>

**Agreement #3: 2020 Agreement (August 1, 2020 – July 31, 2023)**

In 2020, PV Co-Op and the District executed a third agreement under similar terms and paid the following amount for each month of the agreement (10 months per year):

<b>Contract Yr.</b>	<b>Mos. Rent</b>	<b>Mos. Gas</b>	<b>Mos. Water</b>	<b>Mos. Total</b>	<b>Annual Total</b>
2020-2021	\$615.00	\$20.50	\$41.00	\$676.50	\$6,765.00
2021-2022	\$615.00	\$20.50	\$41.00	\$676.50	\$6,765.00
2022-2023	\$615.00	\$20.50	\$41.00	\$676.50	\$6,765.00
				<b>TOTAL</b>	<b>\$20,295.00</b>

**District Revenue TOTAL (2017-2023): \$58,095.00**

On May 4, 2023, PV Co-Op and the District agreed they would like to continue the relationship and seek a fourth Agreement (Attachment 1).

**ANALYSIS**

Since the 2018-2019 Fiscal Year, the District’s annual gas and water expenses have increased 45% per year on average. The chart below summarizes the changes.

<b>Fiscal Year</b>	<b>Gas Expense Monthly Avg.</b>	<b>Water Expense Monthly Avg.</b>	<b>Total</b>	<b>% Change</b>
FY 18-19	\$25.39	\$33.63	\$59.02	-
FY 19-20	\$33.59	\$41.08	\$74.67	26%
FY 20-21	\$80.57	\$52.29	\$132.86	78%
FY 21-22	\$103.58	\$60.77	\$191.35	44%
FY 22-23 (YTD)	\$194.95	\$56.57	\$251.52	31%
<b>AVERAGE % INCREASE</b>				<b>45%</b>

To keep up with increased expenses, two major changes were made to the proposed 2023-2028 Agreement—months included in the agreement and a steady increase to rent, gas and water costs.

In past agreements, the utility and rental agreement was for only 10 months since that is the length of the school year. The District is changing the proposed agreement to 12 months for utilities (water, gas) and rent (starting in Year 2) to reflect how the building is not rentable due to all of the

school’s equipment being left in the building during the summer months. Electricity will continue to be paid directly by PV Co-Op to SoCal Edison. The breakdown of changes is as follows:

- Year 1 – Raise utilities to \$145 for 12 months; leave rent at \$615 for 10 months
- Year 2 – Leave utilities at \$145 for 12 months; leave rent at \$615 for 12 months
- Years 3, 4, 5 – Rent and utilities increase by 5% PER YEAR

<b>Contract Year</b>	<b>Monthly Rent</b>	<b>Monthly Utilities</b>	<b>Monthly Total</b>	<b>Annual Total</b>
2023-2024	\$615.00	\$145.00	\$760.00	\$7,890.00
2024-2025	\$615.00	\$145.00	\$760.00	\$9,120.00
2025-2026	\$646.00	\$152.00	\$798.00	\$9,576.00
2026-2027	\$678.00	\$160.00	\$838.00	\$10,056.00
2027-2028	\$712.00	\$168.00	\$880.00	\$10,560.00
<b>5-Year TOTAL</b>				<b>\$47,202.00</b>

**FISCAL IMPACT**

This Agreement provides the District with a total revenue of \$47,202.00 for the 5-year Agreement.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goals

- 1.1: Review costs, revenues, and subsidies for program and rentals.
- 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

**RECOMMENDATION**

It is recommended that the Board of Directors approve a 5-year Agreement for the term of September 1, 2023 – August 31, 2028, with the Pleasant Valley Cooperative Preschool for use of District property located at 440A Skyway Drive, Camarillo 93010.

**ATTACHMENTS**

- 1) Pleasant Valley Cooperative Preschool Agreement, Current (September 1, 2021 – August 31, 2021) (14 pages)
- 2) Pleasant Valley Cooperative Preschool Agreement #4 (September 1, 2023 - August 31, 2028) (23 pages)

**AGREEMENT FOR OPERATION OF  
PLESANT VALLEY COOPERATIVE PRESCHOOL FACILITY  
AT FREEDOM PARK CAMARILLO**

This Agreement is by and between the Property Owner, Pleasant Valley Recreation and Park District ("District"), and the Contract Operator, Pleasant Valley Cooperative Preschool, a California Not-for-Profit Organization ("Operator").

**RECITALS**

A. District owns that certain parcel of real property (the "Property") located in the City of Camarillo, County of Ventura, State of California, APN No. 230-0-030-145, comprising a portion of District's Freedom Park. The Property is depicted on the map attached as Exhibit "A," incorporated by reference herein.

B. In accordance with its authority contained in Public Resources Code sections 5786 and 5786.1, District desires to utilize a portion of the Property for On-Road and Off-Road Remote-Control Car Racing. The portion of the Property and the existing and any future Remote-Control Track improvements thereon shall hereafter be referred to as the "Facility."

C. Operator proposes to operate and maintain the Facility for public use as described in this Agreement.

D. This Agreement sets forth the Parties mutual understanding and agreement as to the terms and conditions of the operation and maintenance of the Facility by Operator.

**NOW, THEREFORE**, based on the mutual covenants and conditions as set forth herein, the parties agree as follows:

1. **Grant of Operator Rights; Condition of Facility.** District hereby grants Operator the right to use and operate the Facility, in strict accordance with the terms and conditions set forth herein, for the purposes set forth in Section 2.

2. **Use of Facility.** Operator shall make the Facility available and shall operate the Facility for public recreational use consistent with the public purposes for which it was originally conveyed to the District by the County of Ventura, and in strict compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The general public shall be allowed use of the Facility, and ingress and egress to the Facility, subject to reasonable restrictions and conditions established by Operator. All restrictions and conditions imposed by Operator are subject to review, approval and modification by District, in District's sole and complete discretion which may be exercised for any reason and without penalty to District (hereafter "sole discretion").

Specifically, Operator at its sole expense shall operate the Facility for preschool services. The Facility shall not be utilized for any other purpose, unless specifically authorized in advance in writing by the District in its sole discretion.

The Facility has no private or designated parking lot. Users can park in available adjacent parking lots. Parking may not be reserved for Facility events or operation without authorization by the District.

The Facility shall be operated by the Operator only during the times Freedom Park is open to the public as a public recreational facility. If Operator determines that it would be advantageous to operate the Facility at times when Freedom Park is not open to the public, Operator may request authorization to keep the Facility open during such times. Authorization to open the Facility when Freedom Park is closed must be given in writing by the District's Recreation Supervisor. If such authorization is given, the Operator is solely responsible for providing adequate security to the Facility and its patrons during said extended hours.

District and District's Parties shall have no responsibility to safeguard the Facility or any of the equipment and property of Operator or its employees, customers, invitees, agents or contractors ("Operator's Parties"). District and District Parties shall have no responsibility to safeguard or protect Operator or Operator's Parties from bodily injury (including death) or personal injury.

Hours of operation must be visibly posted by Operator at the Facility and communicated effectively to the public.

**3. Title to Facility.** This Agreement shall not constitute a grant to Operator of any real property or estate interest in the Facility, whether fee, leasehold, easement, license, or otherwise. District retains all ownership right to the Facility; and all improvements constructed thereon; and the right to possession of the Facility, except as granted to Operator herein. Operator's rights shall be strictly limited to those rights provided herein. Operator shall not permit, allow or establish mortgages, deeds of trust, liens, or any other encumbrance of any nature against the Facility, the Property or any other property owned by District.

**4. District Regulations.** Operator acknowledges that the Facility is part of Freedom Park. Accordingly, Operator agrees that it shall operate and maintain the Facility in a manner consistent with the ordinances, rules, regulations, and policies established by the District for parks and facilities within the District ("District Rules"), including Freedom Park, as outlined in District Ordinance 8, as amended from time to time. In the event District determines that Operator is not operating the Facility in a manner consistent with District Rules, District shall so advise Operator concerning the inconsistencies, and Operator must immediately change its operations to conform with District Rules. To the extent that District Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

**5. Term of Agreement.** The term of this Agreement shall be three (3) years, commencing on September 1, 2020 and terminating July 31, 2023. The parties shall then meet to discuss any potential extension.

On the expiration or termination of this Agreement, Operator shall promptly surrender and deliver the Facility to District in good condition and repair subject to reasonable wear and tear and shall surrender all keys to the Facility or, in the event of the loss of any keys, Operator shall reimburse District for the cost of replacing same. At the expiration of this Agreement, if Operator holds over for any reason, it is agreed, in absence of a written agreement to the contrary, tenancy shall then be from month-to-month only and not a renewal of this Agreement, or an extension for any further term.

**6. Fees to Be Charged.** The fees charged shall be generally consistent with charges made by similar facilities in Ventura County and Southern California. Operator must provide

District with a fee schedule and notice of any fee changes thirty (30) days in advance of the proposed implementation of revised fees.

**7. Utility Payments by Operator.**

A. Operator will make utility payments directly to utility company for all utilities except water and gas used by Operator at the Facility and is responsible for shared costs in connection therewith.

B. Operator shall pay \$20.50 per month towards gas and \$41.00 per month towards water.

Upon renewal of additional three (3) year agreement, Operator and District will review average water and gas costs. Operator will make agreed upon utility contribution payable with monthly rent.

**8. Direct Cost Services.** Operator is solely responsible for all costs associated with services and/or equipment provided or used at the site for the benefit of the Operator's site users as needed to operate the Facility. Examples of such services are: porta-potty/sink rentals and service and gardening. The District is not fiscally responsible for direct cost services to the site.

**9. Maintenance of Facility.** The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by Operator in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator agrees to diligently comply with this obligation, at Operator's sole cost. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) trash and debris from facility.

In the event the Facility, or any improvements, equipment or fixtures therein are damaged or destroyed by any cause, including, but not limited to damage or destruction from natural causes such as fire, explosion, smoke, lightning, flood, earthquake, and storm, and also including but not limited to damages resulting from human acts such as vandalism, mischief, riot or public disorder, aircraft and vehicular damages, and similar causes, regardless of whether said cause of damage or destruction was within or outside the control of Operator, except for damage or destruction caused by the active or sole negligence or willful misconduct of District, its agents or employees, Operator shall promptly secure the area affected and repair such damage or destruction to restore the Facility to its condition prior to such damage or destruction as quickly as repairs or restoration can reasonably be made. All costs associated with the repair or restoration of the Facility shall be borne solely by the Operator and/or its insurance.

The parties acknowledge and agree the maintenance of the backyard is the responsibility of the Operator. The Operator will maintain the back yard including, but not limited to the safe operation of the playground, playground surfacing, grass, walkways, fencing, windscreen, shed, toys and all other items contained within the backyard of the facility. The District shall provide the Operator with the following tools: electrical rotary power push lawnmower and one 100' extension cord. The Operator shall maintain lawnmower and tools at Operator's expense.

The District will provide the removal of fallen leaves twice per year on a designated day in the Fall and Spring. The District will also provide maintenance to the irrigation system as required, repair of sprinkler heads, valves and ground lines as needed.

Safe storage of the lawnmower, power cord and tools are the responsibility of the Operator. Upon termination of this agreement, Operator will return the equipment noted above or items of similar value to the District in a safe, good working condition. The District is not responsible for theft or loss of items in facility of backyard.

At the conclusion or termination of this Agreement for any reason (including default), any and all moveable improvements, equipment and supplies present at the Facility shall be the property of Operator and must be removed within twenty (20) days after termination of this Agreement. Operator shall not remove any improvements, fixtures or equipment which have become a physical part of the Facility. All such items which have become a part of the Facility shall be delivered to District in a state of good condition and repair. Operator shall also deliver to District all monies and other property due to District under this Agreement. Operator shall also deliver to District all materials, property, copies of records, and other items which would have been provided to District or which District would have been permitted to inspect pursuant to Section 16.

**10. Alterations to Facility.** No alterations or improvements to the Facility shall be made or constructed by Operator, without the advance written consent of District. Consent may be withheld by District in its sole discretion.

The cost of any and all alterations or improvements to the Facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance and bonds) shall be borne solely by Operator.

**Prior to any such work, Operator shall submit to District for review plans, specifications and drawings detailing the proposed work. The plans, specifications and drawings shall be submitted in a form satisfactory to District. District, in its sole discretion, may require Operator to make changes to the plans, specifications or drawings. Although District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The Operator expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.**

As a condition to receiving approval to make such alterations or improvements to the Facility, Operator shall provide District with: (a) payment and performance bonds equal to one hundred percent (100%) of the estimated cost of the work; and (b) liability insurance coverage in scope, amount and form as required by District. Operator shall additionally comply with any other conditions imposed by District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the County of Ventura Department of Airports, the Federal Aviation Administration and the City of Camarillo, given the proximity of the Facility to the Camarillo Airport, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, Operator shall diligently prosecute the work to completion. Operator shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the Facility associated with work performed or materials supplied.

**11. Insurance and Indemnity.**

**A. Liability Insurance:** Operator shall procure and maintain throughout the term of this Agreement Commercial General Liability insurance in a form and with coverage acceptable to District. **District and District Parties shall be named as an “Additional Insured” under said insurance, and the insurance carrier shall issue an “Additional Insured” Endorsement in favor of District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to Operator’s commencement of operation of the Facility under the terms of this Agreement.** District shall not be responsible for the insufficiency of any insurance policy provided by Operator pursuant to this Agreement, and District shall have no liability to Operator as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) Operator’s insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, Operator’s insurance shall be primary insurance as respects District and District’s Parties. Any liability insurance of District shall be excess of Operator’s insurance and shall not contribute with it. Operator shall require all contractors and subcontractors performing alteration or improvement work on the Facility in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of Operator and District, as provided herein.

**B. Indemnification/Hold Harmless:** Operator agrees to indemnify, defend and hold harmless District and District’s Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Remote Control participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with Operator’s performance of its obligations hereunder or Operator’s failure to comply with such obligations, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of District. These indemnification provisions shall survive the term of this Agreement.

Specific insurance requirements can be found in Attachment B – PVRPD Insurance Requirements and are subject to change based on the District Risk Management guidelines.

**12. Use of photographs and video.** Operator consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. Operator waives any right to review or approve the finished product or the use to which it may be applied.

**13. Rental Payment by Operator.** Operator shall pay to District, as rental for use and operation of the Facility, the monthly payments described below.

A. For each year of this Agreement, Operator shall pay District a monthly amount, for the 10 (ten) months of operations, according to the following schedule:

September 1, 2020 to August 31, 2021 - \$615 per month

September 1, 2021 to August 31, 2022 - \$615 per month  
September 1, 2022 to August 31, 2023 - \$615 per month

Rent is due and payable to District monthly in arrears on the first (1<sup>st</sup>) day of each calendar month, and no later than the seventh (7<sup>th</sup>) day of the calendar month for the prior month. For example, Operator shall pay all rent due to District no later than October 7 for month ending September 30.

- B. If a rent payment is received after the 7th day of any month, a late \$100 late fee shall be charged and payable immediately.
- C. If Operators does not perform backyard maintenance in the manner as stated above, a 30 (thirty) day default notice shall be written to Operator. After 30 (thirty) days, if the backyard maintenance is not completed to the condition states above, the District will assume those maintenance responsibilities for the length of the contract. Once the District begins maintenance of the backyard, the Operator will be required to reimburse the District for costs associate with completing those tasks. Operator will also be responsible to pay full utility costs, from that date forward for the remaining length of the agreement, including the months of July and August.

**14. Accounting Records:** Operator shall maintain, at its sole expense, a comprehensive system of books, records, and accounts concerning its activities at the Facility. Such books, records, and accounts shall be kept on a fiscal year basis and based on the cash method of accounting in accordance with generally accepted accounting principles, consistently applied. Such books, records, and accounts shall include, without limitation, vouchers, questionnaires, and similar materials of general distribution, which are not expected to have a material effect upon the construction and operation of the Facility or the District. Operator shall retain such records for a period of not less than three years. At District's request, Operator shall make its books, records and accounts available at the Facility or other location as specified by District for inspection by District and District's Parties during business hours.

Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Facility patron, spectator, bystander, or third party) affecting the Facility or its operation, and all occurrences and circumstances affecting in any manner District's rights under this Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement, Operator at its sole expense shall furnish to District such further information concerning the operation, management, promotion, repair, servicing, and maintenance of the Facility, that may be requested from time to time by District.

**15. Inspection of Facility.** District and District's Parties shall have the right to enter upon the Facility at any and all reasonable times for the purpose of inspection of the Facility, including the Operator's improvements, equipment and fixtures, and for observation of Operator's activities. During these inspections District and District's Parties shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place in the Facility.

16. **Relationship of Parties:** The relationship of Operator to District under this Agreement shall be that of an independent contractor using District property for the operation of Operator's independent business. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of principal and agent. Operator shall have no right to obligate District in any manner whatsoever. Operator is and shall be an independent business solely responsible for performance of the obligation assumed by Operator under this Agreement and solely responsible for the operation and maintenance of the Facility. All personnel employed in connection with Operator's use and operation of the Facility shall be employees of Operator, and they shall have no employment relationship with District. Operator shall be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. Operator shall be solely responsible for establishing policies and procedures relating to the employment of such personnel.

Notwithstanding the forgoing, Operator shall not discriminate against any employee because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Operator agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause. In its operation of the Facility Operator shall comply with the provisions of the California "Unruh Civil Rights Act" and the "California Fair Employment and Housing Act" together with all amendments and recodifications of said laws.

17. **Safety:** Operator must fingerprint and/or perform adequate background screening (LiveScan, for example) for all employees and/or volunteers associated with the Operator as required by all applicable laws. Operator shall provide the District with a signed letter or documentation on an annual basis stating they have complied with performing a screening process.

Operator shall submit a completed Accident/Incident Report (**Attachment B – Accident/Incident Report**) for any participants, spectators, volunteers, or paid staff that may result in any claims against the District within 72 hours of the accident/incident or when the Operator's volunteer and/or staff is first alerted to the incident.

18. **Default:** If Operator defaults in its performance of any provision contained in this Agreement after any applicable cure period, District may exercise any and all remedies which may be available to District pursuant to law, and District may exercise any and all remedies granted to District pursuant to this Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Operator is expressly made a condition of this Agreement, and upon a breach thereof, if not promptly remedied by Operator, District may exercise any and all rights of entry upon the Facility and may terminate this Agreement.

In the event District determines that Operator has defaulted in any of its obligations under this Agreement, District shall deliver to Operator a written notice advising Operator of the provisions of this Agreement in which it is in default. The notice serves as notification that

Operator shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. In the event Operator defaults in the payment of any funds to District, Operator shall have a period of seven (7) days within which to remedy the default. If Operator defaults in the performance of any other obligation under this Agreement, Operator shall have a period of thirty (30) days within which to remedy such default. If Operator does not remedy a default in its obligations under this Agreement pursuant to the remedy provisions provided above, all rights of Operator to use the Facility shall forthwith cease and terminate upon delivery to Operator of a notice of termination by the District.

In the event of termination for default, Operator shall receive no compensation for construction of any Facility improvements made by Operator. Upon termination of this Agreement, Operator shall remain liable for its obligations that have accrued up to and including the termination date and shall promptly pay to District all amounts due under the terms of this Agreement. Such payment shall be made as soon after the effective date of the termination, as such amounts are determinable upon the effective date of the termination.

**19. Operation of Facility.** In addition to its other covenants contained herein, Operator agrees to operate the Facility in an efficient manner as a high-quality Remote-Control car facility, and at all times maintain some organization and personnel sufficient to enable it to carry out all of its duties, obligations, and functions under this Agreement. Operator shall properly supervise and direct its employees and other parties implementing the performance of Operator's duties, obligations and functions under this Agreement and all applicable laws. Operator is solely responsible for the performance of its employees and other parties. Further, Operator shall directly supervise, manage, and at Operator's sole expense, be responsible for all independent contractors, suppliers, and entities engaged in the operation, repair, maintenance, servicing, and promotion of Operator's business and activities on the premises and in any other activity in connection with the Facility and any other activity within the scope of this Agreement including, without limitation, those contractors, suppliers and entities: (a) necessary for the provision of all utility, repair, restoration, maintenance, and security services, (b) necessary or desirable for the efficient operation of a high quality "Remote-Control Track" facility, and (c) otherwise required by this Agreement. Without limiting the application of any higher standards required pursuant to (a), (b), and (c) immediately above, Operator at its sole expense shall comply with all requirements of the insurance policies and insurance carriers (including District's carriers) insuring the Facility.

**20. Permits and Authorizations.** Operator at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consents, and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of the Facility and for the performance by Operator of its duties and obligations under this Agreement. All such licenses, permits, consents, and authorizations shall be in the name of Operator.

Operator covenants that it shall take all actions necessary to establish and remain a corporation in good standing and shall comply with all applicable California law related thereto.

**21. Notices:** Any notice required or permitted under this Agreement shall be in writing and be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

To the District  
Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, California 93010  
Attention: General Manager

To the Operator  
Pleasant Valley Cooperative Preschool  
440 Skyway Drive  
Camarillo, CA 93010  
Attention: Director or President

Either party may from time to time specify in writing to the other party a different address to which notice shall be sent. All notices sent to that party following the giving of such notice shall be sent to the new address.

**22. Assignment.** The rights and obligations of the Operator shall not be assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may assign District's rights under this Agreement.

**23. Successors and Assigns.** Subject to the restrictions on transfers contained in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any entity or party, such reference shall be deemed to include a reference to the successors and permitted assigns of such entity or party.

**24. Waiver.** No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by such other party of the obligations of that party under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such other party of the same or any other obligations of such other party under this agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.

**25. Additional Remedies.** The rights and remedies of the parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.

**26. Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written Agreements, understandings, representations, and covenants.

**27. Severability.** If any provisions of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**28. Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include the plural, and the plural shall include the singular. Titles of sections in this Agreement are for convenience only and neither limits nor amplifies the provisions of this Agreement. All references in this Agreement to sections shall refer to the corresponding article of this Agreement.

**29. Amendment.** No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.

**30. Interpretation.** This agreement is the result of negotiations between the parties and each party has had the opportunity to consult with an attorney regarding its provisions. No provision of this agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.

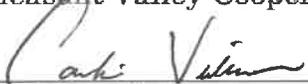
**31. Governing Law Venue.** This Agreement and the obligation of District and Operator shall be interpreted, construed and enforced in accordance with the laws of the State of California. Any litigation brought by the parties in connection with this Agreement shall be filed in a court of competent jurisdiction in the County of Ventura, State of California.

**32. Alcohol and Drugs.** At no time shall Operator or any agent thereof sell, give away, or allow the consumption of alcohol or drugs at the Facility or on other property of District.

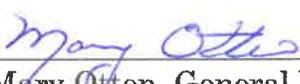
**33. Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth.

In witness whereof, District and Operator have executed this Agreement on \_\_\_\_\_ at Camarillo, California.

**“Operator”**  
Pleasant Valley Cooperative Preschool

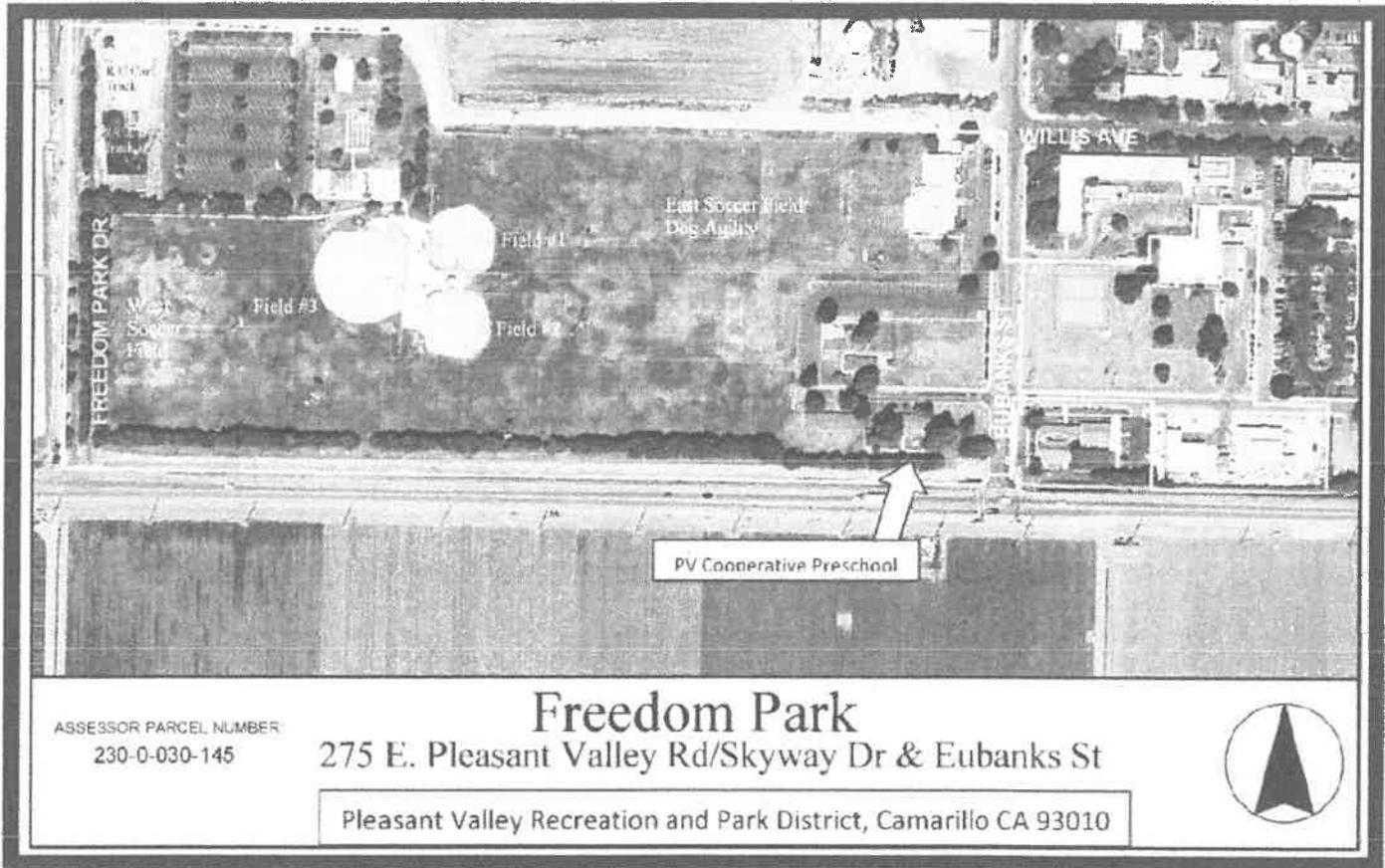
  
\_\_\_\_\_  
Candice Villegas, President  
Date: Sept 29, 2021

**“District”**  
Pleasant Valley Recreation and Park District

  
\_\_\_\_\_  
Mary Otten, General Manager  
Date: 9/29/21

- Attachments:**  
Attachment A – Map  
Attachment B – Insurance Requirements  
Attachment C – Accident Report

**Attachment A – Freedom Park with Pleasant Valley Cooperative Preschool shown**



## Attachment B – Insurance Requirements

### B. REQUIRED INSURANCE

Coverage must be general liability for at least \$1,000,000 per occurrence for bodily injury and \$100,000 for property damage, or \$1,000,000 combined single limit and must list Pleasant Valley Recreation & Park District as additionally insured on a separate endorsement and on the certificate. **The District shall determine the amount of liability insurance required.**

Insurance certificate must include the date of use, location of event, limits of liability, Pleasant Valley Recreation & Park District as named insured, and must cover the entire event.

The following groups and organizations must provide insurance for use of "District" facilities, regardless of type of event(s):

- i. Sports leagues using "District" facilities for regular play
- ii. All Sport Organizations
- iii. Private Instruction (i.e. Personal Training, Dog Obedience Class, Clinics)
- iv. Bounce House/Entertainment Attractions
- v. All Runs/Walks/Cycling/Parades/Events
- vi. All Vendors
- vii. Special Events
- viii. Events with more than 300 attendees, whether the event is private or open to the public.

**Attachment C – Accident Report**



**Pleasant Valley  
Recreation and Park District**  
1605 E. Burnley Street, Camarillo, CA 93010  
Phone: (805) 482-1996 Fax: (805) 482-3468 [www.pvrpd.org](http://www.pvrpd.org)

**ACCIDENT REPORT** Date of Report: \_\_\_\_\_

Person's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ Facility: \_\_\_\_\_

Program: \_\_\_\_\_ Employee in Charge of Facility/Program: \_\_\_\_\_

Disposition: Home: \_\_\_\_\_ Hospital (Name): \_\_\_\_\_

Doctor: \_\_\_\_\_ Other: \_\_\_\_\_ Taken By: \_\_\_\_\_

Ambulance Service (Name): \_\_\_\_\_

Description of Injury: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Part(s) of Body Injured: \_\_\_\_\_

\_\_\_\_\_

Description of Accident: \_\_\_\_\_

\_\_\_\_\_

Describe First-Aid Administered: \_\_\_\_\_

\_\_\_\_\_

**Witnesses**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACCIDENTS: All accidents must be reported to the District Office (482-1996) immediately.**

Report completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

F

**AGREEMENT FOR USE OF PLEASANT VALLEY RECREATION AND PARK DISTRICT  
PROPERTY AT FREEDOM PARK, CAMARILLO BY PLEASANT VALLEY  
COOPERATIVE PRESCHOOL**

This Agreement is by and between the Property Owner, Pleasant Valley Recreation and Park District (“District”), and the Contract Operator, Pleasant Valley Cooperative Preschool, a California Not-for-Profit Organization (“Operator”).

**RECITALS**

A. District owns that certain parcel of real property (the “Property”) located in the City of Camarillo, County of Ventura, State of California, APN No. 230-0-030-145, comprising a portion of District’s Freedom Park. The Property is depicted on the map attached as Attachment A, incorporated by reference herein.

B. In accordance with its authority contained in Public Resources Code sections 5786 and 5786.1, District desires to utilize a portion of the Property for a preschool facility. The portion of the Property and the existing and any future improvements thereon shall hereafter be referred to as the “Facility” as depicted on Attachment “A”.

C. Operator proposes to operate and maintain the Facility for public use as described in this Agreement.

D. This Agreement sets forth the Parties mutual understanding and agreement as to the terms and conditions of the operation and maintenance of the Facility by Operator.

**NOW, THEREFORE**, based on the mutual covenants and conditions as set forth herein, the parties agree as follows:

1. **Grant of Operator Rights.** Condition of Facility. District hereby grants Operator the right to use and operate the Facility, in strict accordance with the terms and conditions set forth herein, for the purposes set forth in Section 2.
2. **Use of Facility.** Operator shall make the Facility available and shall operate the Facility for public recreational use consistent with the public purposes for which it was originally conveyed to the District by the County of Ventura, and in strict compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The general public shall be allowed use of the Facility, and ingress and egress to the Facility, subject to reasonable restrictions and conditions established by Operator. All restrictions and conditions imposed by Operator are subject to review, approval and modification by District, in District’s sole and complete discretion which may be exercised for any reason and without penalty to District (hereafter “sole discretion”).

Specifically, Operator at its sole expense shall use the Facility as a venue to provide preschool services. The Facility shall not be utilized for any other purpose unless specifically authorized in advance in writing by the District in its sole discretion.

The Facility has no private or designated parking lot. Members/Users can park in available adjacent parking lots on a non-exclusive basis. Parking may not be reserved for Facility

events or operation without prior authorization by the District.

The Facility shall be used by the Operator only during the times Freedom Park is open to the public as a public recreational facility per District's Ordinance 8 and General Use Policy. If Operator determines that it would be advantageous to operate the Facility at times when Freedom Park is not open to the public, Operator may request authorization to keep the Facility open during such times. Authorization to open the Facility when Freedom Park is closed must be given in writing by the District. If such authorization is given, the Operator is solely responsible for providing adequate security to the Facility and its patrons during said extended hours.

District and District's officers, employees and agents (collectively "District's Parties") shall have no responsibility to: (a) safeguard the Facility or any of the equipment or personal property of Operator or its employees, customers, invitees, agents or contractors (collectively, "Operator's Parties"), or (b) safeguard or protect Operator or Operator's Parties from bodily injury (including death) or personal injury.

Hours of operation must be visibly posted by Operator at the Facility and communicated effectively to the public.

3. **Title to Facility.** This Agreement shall not constitute a grant to Operator of any real property or estate interest in the Facility, whether fee, leasehold, easement, license, or otherwise. District retains all ownership right to the Facility; and all improvements constructed thereon; and the right to possession of the Facility, except as granted to Operator herein. Operator's rights shall be strictly limited to those rights provided herein. Operator shall not permit, allow or establish mortgages, deeds of trust, liens, or any other encumbrance of any nature against the Facility, the Property or any other property owned by District.

A. **Statutory Notice.** Pursuant to California Civil Code Section 1938, District provides the following notice to Operator:

A Certified Access Specialist (CASp) can inspect the Facility and determine whether the Facility complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Facility, the District may not prohibit a lessee or tenant from obtaining a CASp inspection of the Facility for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Facility.

**In accordance with the foregoing, District advises Operator that the Facility has not gone through CASp Inspection. Operator is taking possession of the Facility on commencement of the Term shall constitute Operator's acknowledgment that the Facility is in good condition.**

4. **District Regulations.** Operator acknowledges that the Facility is part of Freedom Park. Accordingly, Operator agrees that it shall operate and maintain the Facility in a manner

consistent with the ordinances, rules, regulations, and policies established by the District for parks and facilities within the District (“District Rules”), including Freedom Park, including as outlined in District Ordinance 8, as amended from time to time. In the event District determines that Operator is not operating the Facility in a manner consistent with District Rules, District shall so advise Operator of the inconsistencies and Operator must immediately change its operations to conform with District Rules. To the extent that any of the District Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

5. **Term of Agreement.** The term of this Agreement shall be five (5) years, commencing on September 1, 2023 and terminating July 31, 2028. The parties shall meet to discuss any potential extensions prior to the expiration of the term.

On the expiration or termination of this Agreement, Operator shall promptly surrender and deliver the Facility to District in good condition and repair subject to reasonable wear and tear and shall surrender all keys to the Facility or, in the event of the loss of any keys, Operator shall reimburse District for the cost of replacing same. At the expiration of this Agreement, if Operator holds over for any reason, it is agreed, in absence of a written agreement to the contrary, tenancy shall then be from month-to-month only and not a renewal of this Agreement or an extension for any further term.

6. **Fees to Be Charged.** The fees charged to the public by the Operator shall be generally consistent with charges made by similar facilities in Ventura County and Southern California. Operator must provide District with a fee schedule and notice of any fee changes thirty (30) days in advance of the proposed implementation of revised fees.

7. **Utility Payments by Operator.**

A. Operator will make utility payments directly to the utility company for all utilities, except water and gas, used by Operator at the Facility.

B. Operator shall pay water and gas with a 5% increase in utilities each year starting in year three as shown below.

- i. Year 1 (September 1, 2023 – August 31, 2024) \$145 per month for 12 months
- ii. Year 2 (September 1, 2024 – August 31, 2025) \$145 per month for 12 months
- iii. Year 3 (September 1, 2025 – August 31, 2026) \$152 per month for 12 months
- iv. Year 4 (September 1, 2026 – August 31, 2027) \$159 per month for 12 months
- v. Year 5 (September 1, 2027 – August 31, 2028) \$167 per month for 12 months

C. Operator will make agreed upon utility contribution payable with monthly rent.

- i. Utilities are due and payable to District monthly in arrears on the first (1<sup>st</sup>) day of each calendar month, and no later than the seventh (7<sup>th</sup>) day of the calendar month for the prior month. For example, Operator shall pay all rent due to District no later than October 7 for the month ending September 30.

- 1. If a rent payment is received after the 7<sup>th</sup> day of any month, a late \$100 late fee shall be charged and payable immediately.

8. **Direct Cost Services.** Operator is solely responsible for all costs associated with services and/or equipment provided or used at the Facility for the benefit of the Operator's site users as needed to operate the Facility. Examples of such services and equipment are porta-potty/sink rentals and servicing and gardening. The District is not fiscally responsible for the direct cost of any services or equipment used by Operator to run its business or to maintain the Facility.
9. **Maintenance of Facility.** The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by Operator in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator agrees to diligently comply with this obligation, at Operator's sole cost. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) all trash and debris from the Facility.

In the event the Facility, or any improvements, equipment or fixtures therein are damaged or destroyed by any cause, including, but not limited to damage or destruction from natural causes such as fire, explosion, smoke, lightning, flood, earthquake, and storm, and also including but not limited to damages resulting from human acts such as vandalism, mischief, riot or public disorder, aircraft and vehicular damages, and similar causes, regardless of whether said cause of damage or destruction was within or outside the control of Operator, except for damage or destruction caused by the active or sole negligence or willful misconduct of District or District Parties, Operator shall promptly secure the area affected and repair such damage or destruction to restore the Facility to its condition prior to such damage or destruction as quickly as repairs or restoration can reasonably be made. All costs associated with the repair or restoration of the Facility shall be borne solely by the Operator and/or its insurance.

The parties acknowledge and agree the maintenance of the backyard portion of the Facility is the responsibility of the Operator during the term of this Agreement. The Operator will maintain the back yard including, but not limited to the safe operation of the playground, playground surfacing, grass, walkways, fencing, windscreen, shed, toys and all other items contained within the backyard of the facility. The District shall provide the Operator with the following tools: electrical rotary power push lawnmower and one 100' extension cord. The Operator shall maintain lawnmower and tools at Operator's expense.

The District will remove fallen leaves twice per year on a designated day in the Fall and Spring. The District will also provide maintenance to the irrigation system including sprinkler heads, valves, and ground lines as needed.

Safe storage of the lawnmower, power cord, and tools are the responsibility of the Operator. Upon termination of this Agreement, Operator will return the equipment noted above or items of similar value to the District in a safe, good working condition. The District is not responsible for theft or loss of items in the Facility's backyard.

At the conclusion or termination of this Agreement for any reason (including default), any and all moveable improvements, and Operator's equipment and supplies present at the Facility shall be the property of Operator and must be removed within twenty (20) days

after termination of this Agreement. If not removed, the District takes ownership of all items left at the Facility. Operator shall not remove any improvements, fixtures or equipment which have become a physical part of the Facility. All such items which have become a part of the Facility shall be delivered to District in a state of good condition and repair upon the termination of this Agreement. Operator shall also deliver to District all monies and other property due to District under this Agreement. Operator shall also deliver to District all materials, property, copies of records, and other items which would have been provided to District or which District would have been permitted to inspect pursuant to Section 14 at the termination of this Agreement.

10. **Alterations to Facility.** No alterations or improvements to the Facility shall be made or constructed by Operator, without the advance written consent of District as further described below and Operator's receipt of any applicable permits. Consent may be withheld by District in its sole discretion.

Should the Operator wish to make any facility improvements to District property Operator must follow the Districts' processes and procedures found in Attachment D.

The cost of any and all alterations or improvements to the Facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance and bonds) shall be borne solely by Operator.

Prior to any such work, Operator shall submit to District for review plans, specifications and drawings detailing the proposed work. The plans, specifications and drawings shall be submitted in a form satisfactory to District. District, in its sole discretion, may require Operator to make changes to the plans, specifications or drawings. Although District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The Operator expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.

As a condition to receiving approval to make such alterations or improvements to the Facility, Operator shall provide District with: (a) payment and performance bonds equal to one hundred percent (100%) of the estimated cost of the work; and (b) liability insurance coverage in scope, amount and form as required by District. Operator shall additionally comply with any other conditions imposed by District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the County of Ventura Department of Airports, the Federal Aviation Administration and the City of Camarillo, given the proximity of the Facility to the Camarillo Airport, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, Operator shall diligently prosecute the work to completion. Operator shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the Facility associated with work performed or materials supplied.

11. **Insurance and Indemnity.**

- A. **Liability Insurance:** Operator shall procure and maintain throughout the term of this Agreement a policy of Commercial General Liability insurance in a form and with coverage acceptable to District. District and District Parties shall be named as an “Additional Insured” under said insurance, and the insurance carrier shall issue an “Additional Insured” Endorsement in favor of District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to Operator’s commencement of operation of the Facility under the terms of this Agreement. District shall not be responsible for the insufficiency of any insurance policy provided by Operator pursuant to this Agreement, and District shall have no liability to Operator as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) Operator’s insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, Operator’s insurance shall be primary insurance as respects District and District’s Parties. Any liability insurance of District shall be excess of Operator’s insurance and shall not contribute with it. Operator shall require all contractors and subcontractors performing alteration or improvement work on the Facility in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of Operator and District, as provided herein.
- B. **Indemnification/Hold Harmless:** Operator agrees to indemnify, defend and hold harmless District and District’s Parties, its officers, employees, and agents from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Pleasant Valley Co-Op Preschool participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with Operator’s performance of its obligations hereunder or Operator’s failure to comply with such obligations, except such loss or damage solely caused by the gross negligence or willful misconduct of District or District’s Parties officer, employees, or agents. These indemnification provisions shall survive the term of this Agreement.
- C. **Workers Compensation & Employer Liability Insurance:** The District requires the Operator to carry Workers Compensation & Employer Liability Insurance coverage with limits of no less than \$ 1 Million per accident. The Workers Compensation policy will also need to include a waiver of subrogation with respect to the District.
- D. **Sexual Abuse and Molestation (SAM) Coverage:** The District requires the Operator to contain SAM coverage with limits of no less than \$ 1,000,000.00 per occurrence and no less than \$2,000,000.00 general aggregate.

Specific insurance requirements can be found in Attachment B – PVRPD Insurance Requirements and are subject to change based on the District Risk Management guidelines.

12. **Use of photographs and video.** Operator consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of

programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. Operator waives any right to review or approve the finished product or the use to which it may be applied.

13. **Rental Payment by Operator.** Operator shall pay to District, as rental for use and operation of the Facility, the monthly payments described below.

A. For the term of this Agreement, Operator shall pay District a monthly amount, for operations, according to the following schedule:

- i. September 1, 2023 to August 31, 2024 - \$615 per month (10 months due)
- ii. September 1, 2024 to August 31, 2025 - \$615 per month (12 months due)
- iii. September 1, 2025 to August 31, 2026 - \$646 per month (12 months due)
- iv. September 1, 2026 to August 31, 2027 - \$678 per month (12 months due)
- v. September 1, 2027 to August 31, 2027 - \$712 per month (12 months due)

B. Rent is due and payable to District monthly in arrears on the first (1<sup>st</sup>) day of each calendar month, and no later than the seventh (7<sup>th</sup>) day of the calendar month for the prior month. For example, Operator shall pay all rent due to District no later than October 7 for the month ending September 30.

- i. If a rent payment is received after the 7<sup>th</sup> day of any month, a late \$100 late fee shall be charged and payable immediately.
- ii. If Operators does not perform backyard maintenance in the manner as stated above, a 30 (thirty) day default notice shall be sent to Operator. After 30 (thirty) days, if the backyard maintenance is not completed to the condition stated above, the District will assume those maintenance responsibilities for the length of this Agreement. Once the District begins maintenance of the backyard, the Operator will be required to reimburse the District for costs associated with completing those tasks on a time and materials basis with payment due after invoicing by the District. Upon such occurrence, Operator will also be responsible to pay full utility costs, from that date forward for the remaining length of the agreement, including the months of July and August.

14. **Accounting Records:** Operator shall maintain, at its sole expense, a comprehensive system of books, records, and accounts concerning its activities at the Facility. Such books, records, and accounts shall be kept on a fiscal year basis and based on the cash method of accounting in accordance with generally accepted accounting principles, consistently applied. Such books, records, and accounts shall include, without limitation, vouchers, questionnaires, and similar materials of general distribution, which are not expected to have a material effect upon the construction and operation of the Facility or the District. Operator shall retain such records for a period of not less than three years. At District's request, Operator shall make its books, records and accounts available at the Facility or other location as specified by District for inspection by District and District's Parties during business hours.

Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Facility patron, spectator, bystander, or third party) affecting the Facility or its operation, and all occurrences and circumstances affecting in any manner District's rights under this

Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement, Operator at its sole expense shall furnish to District such further information concerning the operation, management, promotion, repair, servicing, and maintenance of the Facility, that may be requested from time to time by District.

15. **Inspection of Facility.** District and District's Parties shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection of the condition of the Facility, including the Operator's improvements, equipment and fixtures, and for observation of Operator's activities. During these inspections District and District's Parties shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place in the Facility.

16. **Relationship of Parties:** The relationship of Operator to District under this Agreement shall be that of an independent contractor using District property for the operation of Operator's agreed use of the Facility. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of principal and agent. Operator shall have no right to obligate District in any manner whatsoever. Operator is and shall be an independent contract operator responsible for performance of the obligation assumed by Operator under this Agreement and solely responsible for the operation and maintenance of the Facility. All personnel employed in connection with Operator's use and operation of the Facility shall be employees of Operator, and they shall have no employment relationship with District. Operator shall be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. Operator shall be solely responsible for establishing policies and procedures within the cooperative by-laws or other rules governing the organization relating to the employment of such personnel.

17. **Nondiscrimination:** Notwithstanding the foregoing, Operator shall not discriminate against any employee because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Operator agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause. In its operation of the Facility Operator shall comply with the provisions of the California "Unruh Civil Rights Act" and the "California Fair Employment and Housing Act" together with all amendments and recodifications of said laws.

18. **Safety:** Operator must fingerprint and/or perform adequate background screening (eg. LiveScan) all employees, elected Board Members and/or volunteers associated with the Operator as required by all applicable laws. Operator shall provide the District with a signed letter or documentation on an annual basis stating they have undertaken the

required screening process.

Operator shall submit a completed Accident/Incident Report (**Attachment C – Accident/Incident Report**) for any accidents or incidents involving Operator's guests, clients, officers, employees, volunteers, contractors, or agents that may result in any claims against the **District** within 72 hours of the accident/incident or when the **Operator's** volunteer, staff and/or Board Member(s) are first alerted to the incident.

Operator must develop, submit, implement and Inclement Weather, Heat Illness Prevention Plan and Emergency Action Plan that gives directions to Operator officials, members, and community members at the Facility. This Plan must include, but is not limited to, advising what to do during a storm, natural disaster or other emergency situation that may put some or all individuals in harm's way. These documents must be given to the District on an annual basis and/or each time this agreement is renewed as a reference for the District to have on file. This Plan must also be available in a visible location any time the Operator is operating at the Facility.

19. **Default:** If Operator defaults in its performance of any provision contained in this Agreement after any applicable cure period, District may exercise any and all remedies which may be available to District pursuant to law, and District may exercise any and all remedies granted to District pursuant to this Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Operator is expressly made a condition of this Agreement, and upon a breach thereof, if not promptly remedied by Operator, District may exercise any and all rights of entry upon the Facility and may terminate this Agreement.

In the event District determines that Operator has defaulted in any of its obligations under this Agreement, District shall deliver to Operator a written notice advising Operator of the provisions of this Agreement in which it is in default. Such notice will serve as notification that Operator shall have a right to remedy its defaults in the performance of its obligations under this Agreement in accordance with the provisions of this paragraph. In the event Operator defaults in the payment of any funds to District, Operator shall be given a period of seven (7) days within which to remedy the default. If Operator defaults in the performance of any other obligation under this Agreement, Operator shall have a period of thirty (30) days within which to remedy such default unless such default is creating a dangerous condition in which case District shall determine the proper length for the cure period. If Operator does not remedy a default in its obligations under this Agreement pursuant to the remedy provisions provided above, all rights of Operator to use the Facility shall forthwith cease and terminate upon delivery to Operator of a notice of termination by the District after expiration of the cure period.

In the event of termination for default, Operator shall receive no compensation for construction of any Facility improvements made by Operator. Further, Operator shall remain liable for its obligations that have accrued up to and including the termination date and shall promptly pay to District all amounts due under the terms of this Agreement. Such payment shall be made as soon after the effective date of the termination as such amounts are determinable upon the effective date of the termination.

20. **Operation of Facility.** In addition to its other covenants contained herein, Operator shall (i) use the Facility to operate a high-quality Co-Op Preschool and (ii) employ personnel sufficient to enable it to carry out all of its duties, obligations, and functions under this Agreement. Operator shall properly supervise and direct its employees and other parties implementing the performance of Operator's duties, obligations and functions under this Agreement and all applicable laws. Operator is solely responsible for the performance of its employees and other parties. Further, Operator shall directly supervise, manage, and at Operator's sole expense, be responsible for all independent contractors, suppliers, and entities engaged in the operation, repair, maintenance, servicing, and promotion of Operator's business and activities on the premises and in any other activity in connection with the Facility and any other activity within the scope of this Agreement including, without limitation, those contractors, suppliers and entities: (a) necessary for the provision of all utility, repair, restoration, maintenance, and security services, (b) necessary or desirable for the efficient operation of a high quality "Co-Op Pre-school" facility, and (c) otherwise required by this Agreement. Without limiting the application of any higher standards required pursuant to (a), (b), and (c) immediately above, Operator at its sole expense shall comply with all requirements of the insurance policies and insurance carriers (including District's carriers) insuring the Facility.

21. **Permits and Authorizations.** Operator at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consents, and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of the Facility and for the performance by Operator of its duties and obligations under this Agreement. All such licenses, permits, consents, and authorizations shall be in the name of Operator.

Operator covenants that it shall take all actions necessary to establish and remain a nonprofit corporation in good standing and shall comply with all applicable California law related thereto.

22. **Notices:** Any notice required or permitted under this Agreement shall be in writing and be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

To the District  
Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, California 93010  
Attention: General Manager

To the Operator  
Pleasant Valley Cooperative Preschool  
440 Skyway Drive  
Camarillo, CA 93010  
Attention: Director or President

Either party may from time to time specify in writing to the other party a different address

to which notice shall be sent. All notices sent to that party following the giving of such notice shall be sent to the new address.

23. **Assignment.** The rights and obligations of the Operator shall not be assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may assign District's rights under this Agreement.
24. **Successors and Assigns.** Subject to the restrictions on transfers contained in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any entity or party, such reference shall be deemed to include a reference to the successors and permitted assigns of such entity or party.
25. **Waiver.** No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by such other party of the obligations of that party under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such other party of the same or any other obligations of such other party under this agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.
26. **Additional Remedies.** The rights and remedies of the parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.
27. **Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written Agreements, understandings, representations, and covenants.
28. **Terms.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.
29. **Severability.** If any provisions of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
30. **Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or gender neutral, shall include the plural, and the plural shall include the singular. Titles of sections in this Agreement are for convenience only and neither limits nor amplifies the provisions of this Agreement. All references in this Agreement to sections shall refer to the corresponding article of this Agreement.
31. **California Law.** This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a

court of competent jurisdiction in the County of Ventura, State of California

32. **Additional Provisions.** Operator agrees that no full-time employee of District shall be employed by its firm during the period that this Agreement is in effect.
33. **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.
34. **Amendment.** No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.
35. **Interpretation.** This Agreement is the result of negotiations between the parties and each party has had the opportunity to consult with an attorney regarding its provisions. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.
36. **Alcohol and Drugs.** At no time shall Operator or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco or drugs at the Facility or on other property of District.
37. **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth.
38. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
39. **Attachments.** The following attachments are hereby made a part of this Agreement:
- A. Attachment A – Map
  - B. Attachment B – Insurance Requirements
  - C. Attachment C – Accident/Incident Report
  - D. Attachment D – Facility Alterations
  - E. Attachment E – Operators letter for Background Checks
  - F. Attachment F – Inclement Weather, Heat Prevention Plan & Emergency Action Plan
  - G. Attachment G – Operators proof of insurance

(Signatures Continue on last page after Attachments)

# Attachment A

Freedom Park with Pleasant Valley Cooperative Preschool shown in red.



# Attachment B

## Insurance Requirements

### INSURANCE CERTIFICATE AND ENDORSEMENT REQUIREMENTS

Pleasant Valley Recreation & Park District (PVRPD) requires a **Certificate of Insurance (COI)** for your event naming PVRPD as additionally insured. The COI must be received by the District no later than **30** days prior to your event.

Along with the insurance certificate, a **separate Endorsement Page** must be provided naming PVRPD as **additionally insured**. The **Cancellation Clause** should read as follows: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.”

**Minimum liability limits are \$2,000,000 per occurrence**

THE INSURANCE CERTIFICATE SHOULD NOTE THE FOLLOWING INFORMATION:

- Date of event (if no specific date, then insurance can be kept on file and be good for the life of the policy)
- Location of event
- Name of your organization/business/group

The following information should be typed in the “Certificate Holder” section:

**Additionally Insured:**

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

Please mail/deliver or FAX to:

**PVRPD**

1605 E. Burnley Street

Camarillo, CA 93010

**FAX: (805) 482-3468**

#### **Additional Insured Endorsement**

Certificates of Insurance without endorsements do not protect the additionally insured (in this case, PVRPD). An endorsement is required because, as noted on an insurance certificate: “This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy.”

This separate Endorsement Page will need to list:

- Policy number
- Wording that states “This endorsement changes the policy”
- Wording that states “This endorsement modifies insurance provided under the following:  
Commercial General Liability Coverage Part: SCHEDULE

- Name of Person or Organization that is being Additionally Insured:  
**Pleasant Valley Recreation and Park District**  
**1605 E. Burnley St**  
**Camarillo, CA 93010**

Additional Info to Note: The OPERATOR will need to agree to abide by the following:

- A. General liability insurance: the OPERATOR shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 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. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- B. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The OPERATOR 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.
- C. Workers Compensation Insurance
- D. Sexual Molestation and Abuse Coverage

**Attachment C  
Accident/Incident Report**



**Pleasant Valley  
Recreation and Park District**  
1605 E. Burnley Street, Camarillo, CA 93010  
Phone: (805) 482-1996 Fax: (805) 482-3468 [www.pvrpd.org](http://www.pvrpd.org)

**ACCIDENT REPORT** Date of Report: \_\_\_\_\_

Person's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ Facility: \_\_\_\_\_

Program: \_\_\_\_\_ Employee in Charge of Facility/Program: \_\_\_\_\_

Disposition: Home: \_\_\_\_\_ Hospital (Name): \_\_\_\_\_

Doctor: \_\_\_\_\_ Other: \_\_\_\_\_ Taken By: \_\_\_\_\_

Ambulance Service (Name): \_\_\_\_\_

Description of Injury: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Part(s) of Body Injured: \_\_\_\_\_  
\_\_\_\_\_

Description of Accident: \_\_\_\_\_  
\_\_\_\_\_

Describe First-Aid Administered: \_\_\_\_\_  
\_\_\_\_\_

**Witnesses**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACCIDENTS: All accidents must be reported to the District Office (482-1996) immediately.**

Report completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fillable document will be provided to Operator via email

Pleasant Valley Recreation and Park District

**INCIDENT REPORT**

(All reports due in office within 24 hours)

Location Name: \_\_\_\_\_ Date: \_\_\_\_\_

Time incident occurred (or possible time span): \_\_\_\_\_

Name of individual (if known): \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of incident (give detailed description): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What damage resulted? Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did you witness the incident? \_\_\_\_\_ Any other witnesses? Name(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

Costs: Labor \$: \_\_\_\_\_ Material \$: \_\_\_\_\_

Person reporting: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office follow-up: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fillable document will be provided to Operator via email

## ATTACHMENT D

### Development of Site

During the term of this Agreement, the Facilities (field, facilities, District furnishings) may require modification or development to meet the needs of the Operator.

- A. In such event, all costs incurred in such work shall be borne by the Organization without contribution from the District, unless agreed upon in writing by both parties that the District will share in the cost of the work. If the District shares in the cost of the work, Organization understands and agrees that the work will be subject to the payment of prevailing wages and agrees to indemnify and hold the District harmless from any claims, actions, or penalties in connection the failure to properly pay or report prevailing wages.
- B. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the District for review prior to any work being performed. The District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the Organization. If either the Organization or the District so requests, a meeting shall be held between representatives of the Organization and the District to resolve problems or clarify matters related to the plans and specifications. If the District finds the plans and specifications to be acceptable, it shall so advise the Organization in writing, and the Organization 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 the Organization 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. Any construction by Organization shall be in strict accordance with all applicable building codes and requirements. Any project having an estimated value greater than \$25,000 will be required to follow the District's formal bidding procedures.
- C. All modifications, improvements, and additions performed by the Organization 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 standards. Construction by the Organization shall be in strict accordance with all applicable building codes and requirements.
- D. In the event that a temporary or permanent alteration is made by Organization to the Premises, Organization shall provide such faithful performance bonds and labor and material bonds as District may reasonably demand. The terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the District's General Manager and/or his or her designee and shall be in strict accordance with all local and state building codes and requirements including prevailing wage and bidding requirements when applicable.
- E. The District reserves for itself the right to inspect all such work. Accordingly, the Organization shall plan and coordinate such work with the District to provide for such inspection. In the event District inspectors determine that work is not being performed in accordance with the plans and specifications, the Organization 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 the specifications, the District may, at its option, require termination of work on such modification or development, or District may correct such deficiencies and all costs so incurred shall be paid by the Organization within ten (10) days after District's submission to Organization of an itemized statement.

- F. During any modification, improvements or new additions, the Organization shall assign a person to coordinate work being performed with District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

**Attachment E**  
**Operators letter to Certify Background Check**

# Attachment F

## Inclement Weather, Heat Illness Prevention Plan, and Emergency Action Plan

# Attachment F

## Operators proof of insurance

In witness whereof, District and Operator have executed this Agreement on  
(date)\_\_\_\_\_at Camarillo, California.

“District”:  
Pleasant Valley Recreation and Park District,  
a California Special District

By: \_\_\_\_\_  
Mary Otten, General Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

“Operator”:  
Pleasant Valley Cooperative Preschool

By: \_\_\_\_\_

Name:  
Its: President  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Its: Vice - President  
Date: \_\_\_\_\_

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Matthew Parker, Park Services Manager**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND APPROVAL TO ISSUE A  
REQUEST FOR PROPOSALS FOR LANDSCAPE  
MAINTENANCE SERVICES FOR PLEASANT VALLEY  
FIELDS SPORTS COMPLEX**

**SUMMARY**

Pleasant Valley Recreation and Park District Staff is seeking authorization from the Board of Directors to issue a Request for Proposal for landscape maintenance services at Pleasant Valley Fields. Staff's goal is to ensure the sports turf and park grounds at Pleasant Valley Fields are maintained to remain at the standard the community is accustomed to, on a year-round basis.

**BACKGROUND**

On March 1, 2021, the District entered into an agreement with Brightview Landscape Services, Inc. (Brightview) for landscaping and custodial maintenance services at Pleasant Valley Fields for a term of three (3) years. Brightview was responsible for performing all landscaping maintenance as well as the cleaning and sanitation of all park restrooms and amenities seven (7) days a week for the duration of the agreement. Due to the low availability and inflating costs of materials for maintaining landscaping services, Brightview exercised their right to terminate the agreement prior to expiration. To prevent any interruption to the use of park facilities and fields, District staff assumed all landscape and custodial maintenance services on April 1, 2023.

In order to address the immediate needs of continued landscaping and custodial maintenance of park facilities and amenities at Pleasant Valley Fields, the District has met with the Liaison Board Committee. Based on recommendations from Staff along with the guidance from the Liaison Committee, the District has decided to seek out independent contractors for landscaping and custodial maintenance services through separate Request for Proposals.

**ANALYSIS**

Pleasant Valley Fields is the District's premier sports park, providing a home to local and traveling sports teams. Based on the volume of park occupancy during regular and special use, the District is not staffed sufficiently to provide services to ensure facilities and amenities are regularly maintained at the level an independent contractor could. The District seeks to address these landscape maintenance needs by entering into an agreement with an independent contractor of sufficient qualifications.

The District anticipates that by entering into an agreement with a landscape maintenance contractor, the needs of the facility will be better met through expertise and a direct focus on horticulture and landscape maintenance services. The contractual support requested consists of a year-round, Monday through Friday service providing a highly skilled maintenance and management of the irrigation systems, sport turf, trees, shrubs, ground covers, hardscapes, and parking lots. The RFP also incorporates improved cultural practices, such as increased soil aerification frequency, annual turf renovation, and field topdressing; all utilizing industry standard Best Management Practices (BMPs) in efforts to promote a healthier landscape that will be resilient to drought, insects, disease, and activity-based wear and stress. The contractor will be responsible for ensuring facility grounds meet District standards through regular inspection and monthly status reports.

### **FISCAL IMPACT**

Authorization of Request for Proposals has no fiscal impact on the District. Upon receipt of proposal bids, the District will return to the Board of Directors to award a contract.

### **RECOMMENDATION**

It is recommended that the Board of Directors review and approve the Request for Proposals for Landscape Maintenance Services for Pleasant Valley Fields Sports Complex.

### **ATTACHMENTS**

- 1) PV Fields Landscape Maintenance Services Request for Proposal – Notice of Inviting Proposals & General Requirements and Technical Specification (66 pages)
- 2) Redline PV Fields Landscape RFP (72 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT  
**REQUEST FOR PROPOSALS**  
FOR  
**LANDSCAPE MAINTENANCE SERVICES FOR PLEASANT  
VALLEY FIELDS SPORTS COMPLEX**  
**SPECIFICATION NO. 23-XX**



**RFP RELEASE DATE:**

**JULY 6, 2023**

**PROPOSALS DUE:**

**August 21, 2023, by 2:00 PM**

**DELIVER PROPOSALS TO:**

**Administrative Office**

**Pleasant Valley Recreation & Park District**

**1605 E. Burnley Street, Camarillo, CA 93010**

**Phone: (805) 482-1996**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES**  
**AT PLEASANT VALLEY FIELDS**

**1.1 ANNOUNCEMENT**

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

**1.2 PROCEDURES INVITING PROPOSALS**

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

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: [www.pvrpd.org](http://www.pvrpd.org).

**INSTRUCTIONS TO BIDDERS:**

1. **SEALED** bids, addressed to District Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: Matthew Parker, Park Services Manager must be received at the above address no later than **August 21, 2023 2:00 PM.** for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park maintenance at the specifications and standards in these bid documents.
  - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
  - Sealed envelopes shall be clearly marked on the outside as follows: **2023-202? PV Fields Park Maintenance Bid** with the name of the submitting Vendor in the upper left-hand corner of the envelope.
2. Addendum. All questions must be emailed only and must be received by **August 11, 2023, at 5:00 PM.** Only answers issued by Addenda will be binding. All addenda will be published / posted on the District Pleasant Valley Recreation and Parks website <https://www.pvrpd.org/>. Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.
3. The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will

be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.

4. The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
5. All companies bidding on this project must include the information outlined in the **ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST** such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements and other items requested in this bid document.
6. Any resulting contract is subject to Award of Bid and approval by the District Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is **MM DD, 2023 through MM DD, 202?**. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
7. ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.
8. Contractor is required to provide the District a performance bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).
9. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

### 1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than **August 21, 2023, 2:00 PM**.

- No late proposals will be accepted.
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The five (5) copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

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

- Bids received after the above date and time will not be considered. **Please note that FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

#### **1.4 FORM AND STYLE OF PROPOSALS**

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

#### **1.5 TERM OF A CONTRACT FOR SERVICES**

The term of the contract will be for a **XX (X) year period from MM DD, 2023 through MM DD, 202? with the option to renew for up to a maximum of XX (X) additional XX (X)-year periods for a combined maximum of XX (X) years.** The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 120 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

#### **1.6 CONTRACTOR'S LICENSE**

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

#### **1.7 AFFIRMATIVE ACTION**

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

## 1.8 **PRELIMINARY AWARD OF CONTRACT SCHEDULE**

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

- Solicit Proposals for Services July 6, 2023
- Mandatory Job Walk Thursday July 25, 2023, 10:00 AM  
*200 Westpark Ave, Camarillo, CA*
- Questions in by August 11, 2023
- Proposals Due August 21, 2023, 2:00 PM
- Interviews (if needed) August 29 – 30, 2023
- District Board Meeting September 6, 2023
- Contract Commences No Later Than October 1, 2023

## 1.9 **RIGHT TO REJECT PROPOSAL(S)**

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

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

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

## 1.10 **WAGES**

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

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

#### **1.11 MANDATORY JOB WALK**

There will be a mandatory job walk with the Park Services Manager and/or Designee on **July 25, 2023**, at **Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **10:00 AM** at the parking lot located at the western end of the park.

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered non-responsive and rejected.

#### **1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES**

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

### **1.13 CONTRACTOR'S EXAMINATION OF SITE**

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

### **1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES**

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

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

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

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

### **1.15 EMERGENCY INFORMATION**

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

## 1.16 OTHER PERMITS, FEES, AND LICENSES

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

### **PLEASANT VALLEY RECREATION AND PARK DISTRICT LANDSCAPE MAINTENANCE SERVICES at PLEASANT VALLEY FIELDS**

#### **GENERAL REQUIREMENTS**

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
2. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
4. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
5. The fee proposal shall be submitted in a separate, sealed envelope.
6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided landscape maintenance services during the past **five (5) years**. Said list shall include the current name and telephone number of the proposer's contact person.

**\*NOTE:** A proposer must have a current (within past two (2) years) landscape maintenance service contract with a municipality or special park district of equivalent size and equivalent landscape services *INCLUDING* specialized sports turf maintenance, and/or golf course maintenance to be deemed a qualified company.

7. Proposals shall include a list of ALL equipment that will be used for landscape maintenance used exclusively at Pleasant Valley Fields.

**\*NOTE:** ALL TURF MOWERS, AND CORE ARETORTORS ARE TO REMAIN AT PLEASANT VALLEY FIELDS. The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.
8. Proposals will be evaluated based on:
  - a. Qualifications of the Proposer
  - b. References
  - c. Proposed Fee - The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
  - d. Completeness of the proposal and compliance with the required format.
  - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
  - f. Experience in landscape servicers for similar sized projects.
  - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
11. The District is not obligated to award a contract and reserves the right to reject all proposals.
12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully

as it contains many details and requirements not set forth in these General Requirements or elsewhere.

13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.
14. The contract shall commence **MM DD, 2023 through MM DD, 202?** with annual renewal options as described above.
15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff's recommendation for contract award, all contact with the District shall be through:

**Matthew Parker**

*Park Services Manager*

Pleasant Valley Recreation and Park District

1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 301

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

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

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

1. General Requirements (signed)
2. Already have a D.I.R (Department of Industrial Relations) number
3. Proposal and Proposer's Certification(s)
4. List of Qualifications (References' List)
5. List of Equipment / Equipment Plan
6. Statement of Transition Plan
7. Staff Allocation / Organizational Chart
8. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)

9. Labor and Material Bond
10. Financial Information
11. List of Subcontractors
12. Schedule of Holidays off

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

**SIGNATURE:** Electronic Signatures Acceptable

**DATE:** Click or tap here

**NAME (PRINT):** ENTER FIRST AND LAST NAME

**TITLE:** Click or tap here to enter text.

**COMPANY:** Click or tap here to enter text.

**COMPANY ADDRESS:** Click or tap here to enter text.

**DIR #:** Click or tap here to enter text.

**CONTACT PERSON:** Click or tap here to enter text.

**PHONE NUMBER:** Click or tap here to enter text.

**EMAIL:** Click or tap here to enter text.

*(CHECKLIST ON NEXT PAGE)*

### **PROPOSER'S CHECKLIST**

These items are to be turned in with your sealed bid or proposal.

General Requirements - <i>Signed</i>	
D.I.R. (Department of Industrial Relations) Number	
Proposal & Bid Tabulation Forms (Exhibit B)	
List of Qualifications Form (Exhibit C)	
List of Equipment Form (Exhibit D)	
Statement of Transition Plan (Exhibit E)	
Faithful Performance Bond (Exhibit F)	
Labor & Material Bond (Exhibit G)	
Financial Information (Exhibit I)	
List of Subcontractors – <i>if needed</i> (Exhibit J)	
Schedule of Holidays Off (format of your preference is acceptable)	

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

**EXHIBIT “A”**

**SCOPE OF WORK AND TECHNICAL PROVISIONS  
FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES**

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of **XX months beginning on MONTH XX, 2023 and ending MONTH XX, 20XX.**

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

**1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS**

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

**1.2 BASIC CONTRACT**

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

**SCOPE OF WORK**

**2.1** Contractor shall provide at his own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- Hauling
- Dumping
- Irrigation Parts
- Insecticides
- Chemicals
- Mulch
- Seed
- Chalk
- Wood Chips
- Decomposed Granite
- Irrigation Controller Batteries
- Herbicides
- And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

**2.2** Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:

- **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.

- **Hardscape Management:** routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, parking lot and sidewalk.
- **Shrub/Pruning & Groundcover areas:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- **Tree Care:** lifting limbs, remove broken branches.
- **Irrigation – Operation, Programming and Maintenance;** includes parts and labor for daily irrigation and repairs.
- **Ball-diamond Maintenance:** Schedule of games will be provided by District each month. There could be games up to six (6) days per week.
  - Drag infields for games as needed.
  - Rake around bases, plates and mounds for games as needed.
  - Line infields for softball/kickball with chalk for games as needed.
  - Line (3) three outfield foul lines once per week. With approved striping paint
  
- **Park Amenities: trash receptacles, bollards, benches, drinking fountains, tables.**

### 2.3 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park's facilities.

These supplies and materials shall include, but are not limited to:

- (a) All necessary mulch, water surfactants humectants, fuel, herbicides, fungicides, wood chips / mulch , chemicals, amendments, tree stakes, fasteners, rodent control devices, et cetera.
- (b) All parts necessary for the repair and proper maintenance of all irrigation systems.

## TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve world-class conditions with little to no frustration on the part of the District or its residents.

The selected contractor will provide **MONTHLY REPORTS** documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

### 3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work be conducted between 6:30 a.m. and 4:00 p.m., Monday through ~~Sunday~~ Friday.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. **Any measurements contained herein should only be used as an estimate.** Contractor is responsible for accurate measurement of the park, turf areas, landscape beds, volume of mulch etc. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
  - i. State of California Licensed Pesticide Applicator
  - ii. State of California Licensed Arborist
  - iii. Reclaimed Water Training
  - iv. Licenses shall be provided with the contract and not later than 10 days after an employee change has been made.

***Copies of the certifications should be included in the bid submittal as supplemental information.***

### **3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE**

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, pruning, irrigation inspections etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.
- C. Any variations to the schedule may arise due to the following issues:
  - i. Inclement weather conditions.
  - ii. Emergencies as designated by the District.
  - iii. Maintenance activities/noise may cause disruption.
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

### **3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS**

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

#### **Inspection procedures:**

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (i.e., turf appearance and health) and issues of concern. The Contractor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contractor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e., irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contractor and

District shall mutually agree as to the format of these monthly inspection reports. **The monthly invoice shall not be processed without the Monthly Report.**

- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

### **3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:**

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards - meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.
- I. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission (written or oral) of the District.

- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractors errors, their failure to comply with the requirements of these specifications or equipment failure and will be assessed a fee. Tree and shrub values will be based on District's assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body. *These records shall be provided to the District in the monthly reports.*
- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than **MM DD YY**, for the next contract year (**3** bonds total).

### 3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, pre- and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.
- B. All Turf: these areas shall be inspected daily (5 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
  - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.
  - ii. Soil should be tested for, but not limited to, soil PH, NO<sub>3</sub>-N, Micronutrients, and Texture.
- D. Contractor shall provide a detailed comprehensive, environmentally sensitive **TURF ACTION SCHEDULE** using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the park.
  - i. The Turf Action Schedule shall be reviewed and mutually agreed to by the District prior to implementation.
  - ii. The Turf Action Schedule shall be due to the District no later than one month after the sample was taken of each contract year.
  - iii. Plan shall outline the chemical type, analysis, timeline for application, and intended application rates.
  - iv. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- E. There are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid.
- F. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.

A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- G. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight and professional edged appearance; freehand line trimming will not meet this requirement. All turf is to be debris, litter and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.

- H. Sports Turf (Bermuda) shall be mowed approximately ~~10~~480 times at a height of (5/8) inches per year (typically twice a week during growing season and one time a week during winter months) At Districts discretion. Mowing must be completed with District approved reel mowers. **These mowers must be used exclusively at Pleasant Valley Fields and adequately cleaned, sterilized, and inspected by the Park Services Manager or designee prior to initial use, to prevent undesirable weed species intrusion(s).**The contractor is responsible for picking up litter on the turf as they mow.
- I. Non-Sports Turf areas shall be cut to maintain a consistent year-round height of 2-3” for Tall Fescue. This mower shall be used only at Pleasant Valley Fields.
- J. Alternating mow patterns is a Requirement to reduce “tracking.”
- K. The contractor is responsible to ensure a complete thorough removal of all debris and at the completion of all mowing occurrences to include clumping or piles of grass.
- L. Core aeration shall occur a minimum of three (3) times per year at a depth of 6” and then mat drag all cores throughout. Knife aeration shall be done eight (8) times a year.
- i. Core aeration shall occur in the months below
    1. Cycle 1- April
    2. Cycle 2– June
    3. Cycle 3- November
- M. Aerators used must be exclusive to Pleasant Valley Fields and adequately cleaned, sterilized, and inspected by the Park Services Manager or designee prior to initial use, to prevent undesirable weed specie intrusion(s).
- ~~N.—~~
- O. Cores left behind from aerating must be broken up the same day.
- P. Top Dressing shall be applied once per year with a mixture of 80% screened sand and 20% organic matter applied at a 1/4 inch deep.
- i. Cycle 1- November
  - ii. Top Dressing materials will be provided by the District.
  - iii. Contractor is responsible application and required equipment.
- Q. Renovation: post-soccer season top dressing shall occur one (1) time per year on a schedule approved in advance by the Parks Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally, Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

- R. Thatch Removal: The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one (1) time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal shall be performed with a power-driven thatching/verti-cutting knives. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. . All equipment used for thatch removal purposes must be used exclusively at Pleasant Valley Fields or adequately cleaned, sterilized, and inspected by the Park Services Manager or designee prior to use, to prevent undesirable weed species intrusion(s).

### **3.6 HARDSCAPE MANAGEMENT**

*(routine sweeping, litter and trash removal, and pressure washing)*

- A. Cracks in Hardscape areas – apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite- apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.
- D. Blowing- Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite) is to be done twice monthly.
- E. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- F. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

### **3.7 INSECTICIDE SPECIFICATIONS**

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects year-round.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.

### **3.8 HERBICIDE SPECIFICATIONS**

- A. The herbicide program maintains a goal of weed free turf which includes, but not limited to, Poa Annua, Horseweed, Kikuyu grass, or other invasive crop damaging weeds.
- B. All sports turf must contain less than 3% invasive weeds year-round.
- C. Herbicides must be applied at maximum rates unless advised by the District.
- D. All applications must follow recommended re-entry periods. The re-entry restriction or time interval is 24 hours from time of application for all herbicides.
- E. A Pre- Emergent herbicide shall be applied a minimum of two (2) times per year applied at the District's recommendation
- F. Post-emergency applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- G. Herbicide cost should be figured into the base bid.
- H. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- I. Spray reports to be submitted to District representative and county after each application.

### **3.9 DISEASE CONTROL SPECIFICATIONS**

- A. The disease control program shall maintain turf that is free of diseases which includes, but is not limited to, Pythium fungus, root fungus and other turf damaging diseases. Preventative applications as well as reactive applications should be included in the base bid.

### **3.10 PARK PROCEDURES**

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- B. All turf is to be, debris, and hole free. Holes are defined as a depression where a community member may trip or are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance.

- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible for ensuring a complete thorough removal of all debris and litter at the completion of all mowing occurrences.

### **3.11 PRUNING**

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.
- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed immediately. Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs less than 10' feet from the ground or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed as needed to result in a smooth, manicured appearance, at no additional cost.
- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural" areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities
- J. Tree stakes will be maintained to achieve their intended purpose. Stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.
- K. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.
- L. Contractor can keep a roll-off on-site for green waste at contractor's expense.

### 3.12 MULCHING

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.

### 3.13 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and *weeds*. *Weeds sprayed with herbicide must be manually removed after brown out*. All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year)
- B. "Natural" areas are to remain in their natural native conditions with the exception the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

### 3.14 BALLFIELD PREPARATION

- A. Schedule of games will be provided by District each month. There could be games up to six (6) days per week. Contractor to invoice the District each month based on the provided schedule.
- B. Drag infields with approved tractor.
- C. Hand rake and compact around bases, pitching rubber, and home plates.
- D. Line outfield foul lines with District approved white striping paint.
- E. Line infields with chalk to district provided layouts.

### 3.15 IRRIGATION

- A. A licensed irrigator(s) shall provide inspections of the irrigation systems.

- B. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis during the irrigation season. Adjustments to heads shall be made at no additional cost to the District. Weekly inspections reports shall be submitted with the monthly invoice.
- C. Breaks, leaks, and malfunctions of unknown and uncontrollable sources will be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- D. Cost for material, supplies and equipment for repairs will be the responsibility of the contractor. A verification of cost of materials (wholesale price) shall be provided for any and all materials, supplies and equipment.
- E. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the District. Upon approval of the District, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the District.
- F. All irrigation sprinkler head repairs will be made using original system specified Rainbird and Hunter products (or an approved equal).
- G. Emergency calls regarding broken or malfunctioning sprinkler heads, lines or controllers shall be answered immediately by the Contractor if a condition exists in which water is running freely or in which the District requests immediate attention for safety reasons.
- H. Contractor shall notify the District of system malfunction via email or phone call within 24 hours of the problem.
- I. Contractor shall assist the District with as needed system shutdowns due to random events, natural disasters, or related events. This service is included in overall contract price.
- J. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park. Irrigation controllers will be shared with the Sports field Mowing Contractor. Ownership of Repairs to the Controller will be at the discretion of the District.

### **3.17 EMERGENCY CONTACT**

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide

assistance and support in time of large (i.e., earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

### **3.18 ADDITIONAL SERVICES:**

In the case additional services are needed, in addition to the contract and at the discretion of the District, services will be charged based on The Supplemental Unit Cost Form.

- A. Trash Removal-Contractor shall assure a complete and thorough removal of all trash, debris and litter as identified in the Trash Removal standard all trash/litter shall be removed and placed in the provided dumpsters.
- B. Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments that has Turf Tires mounted on it for a per hour basis.
- C. Top Dressing- Contractor shall provide a per 1,000 square foot cost of top dressing application, including rentals.
- D. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5” below grade.
- E. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3” above grade.
- F. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- G. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- H. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- I. Core Aeration- Core aeration to a depth of 6” and then mat drag all cores throughout areas that have been aerated
- J.
- K. Mulch- Contractor will provide a per yard price with installation to install non-colored hardwood mulch at rate of 3" depth where specified.
- L. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- M. Sod Cut Cost per square foot

- N. Installation Cost per square foot
- O.
- P. Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.
- Q. Reel Mowing- use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per square foot per occurrence basis
- R. Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis
- S. Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis per year basis.
- T. Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis
- U. Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2021 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of prevision contract year and must be approved by the District.

## **SPECIAL REQUIREMENTS**

### **4.1 DEFICIENCIES:**

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

- A. Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.

D. Description of Deficiencies:

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

#### 4.2 FACILITY OUT OF USE

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

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

*End of Park Maintenance Specifications*

*(continued)*

**SUBMISSION OF BID**

**Sealed Bids should be submitted by August 21, 2023, at 2:00 PM**

Pleasant Valley Recreation and Park District

**Attn.: Matt Parker, Park Services Manager**

1605 E. Burnley St. Camarillo CA 93010

***Bids received after the above date and time will not be considered.***

\*Note: Fax or emailed bids will not be accepted\*

**EXHIBIT “B”**

**BID TABULATION & PROPOSAL FORMS**

The monthly and annual compensation for the initial three years of the contract term and the optional term extensions will be the rates set forth below, which shall not be increased.

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

**BID TABULATION FORM**

	<b>Term Year</b>	<b>Cost of Services <i>Per Month</i></b>
<b>Park Landscape Maintenance 5 days x 52 weeks (excluding observed holidays)</b>	<i>Year One</i>	
	<i>Year Two</i>	
	<i>Year Three</i>	
	<i>Year Four</i>	
	<i>Year Five</i>	

### SUPPLEMENTAL UNIT PRICE FORM

a.		
b.	Drag, Water and Line softball fields months of Feb-Nov average 26+ - times per month	\$ _____/per day
c.		
d.	1 Man Crew Rate	\$ _____/hour
e.	2 Man Crew Rate	\$ _____/hour
f.	Tractor with Turf Tires and Operator	\$ _____/hour
g.	Tractor Mowing	\$ _____/acre
h.	Topdressing	\$ _____/per 1,000 sq. feet (1/4" thick)
i.	Stump Removal	\$ _____/stump (all sizes)
j.	Tree Removal	\$ _____/tree (6 inch-15-inch DBH)
k.	Tree Removal	\$ _____/tree (16 inch-22-inch DBH)
l.	Tree Removal	\$ _____/tree (23-inch DBH)
m.	Fertilization Turf areas	\$ _____/1000 sq ft
n.	Fertilization Shrub areas	\$ _____/1000 sq ft
o.	Ground Cover (planter beds)	\$ _____/1000 sq ft
p.	Herbicide pocket Gophers /Ground Squirrels	\$ _____/ sq ft
q.	Thatch Removal	\$ _____/ per acre
r.	Turf Renovation (site prep, seeding and top dressing	\$ _____/per acre
s.	Broadcast Weed Control	\$ _____/per acre
u.	Core Aeration pto driven /drag the cores	\$ _____/sq ft
v.	Solid Tine Aeration using 1/2 tine	\$ _____/sq ft
w.	Reel Mowing	\$ _____/sq ft
x.	Rotary Mowing	\$ _____/sq ft
y.	Turf Edging and Trimming	\$ _____/linear ft
z.	Irrigation Repair	\$ _____/hour
aa.	Irrigation- Furnish and Install 1" brass valve	\$ _____
bb.	Irrigation Valve 1 1/2 Brass	\$ _____
cc.	100' of Trench 18" deep	\$ _____
dd.	Hybrid Bermuda Sod (GN-1)	\$ _____/per 500 sq. feet
ee.	Fescue Sod	\$ _____/per 500 sq. feet
ff.	Pressure Washing	\$ _____/sq ft
gg.	Pruning Vegetation and Trees	\$ _____/hour
hh.	1 Gallon Plant	\$ _____/each
ii.	5 Gallon Plant	\$ _____/each

jj.	15 Gallon Plant	\$ _____ /each
kk.	Flat of Ground Cover	\$ _____ /each
ll.	Flat of Groundcover (Annuals)	\$ _____ /each
mm.	Flat of 4" Potted Annuals	\$ _____ /each
nn.	15 Gallon Tree – Standard Trunk	\$ _____ /each
oo.	15 Gallon Tree – Multi Trunk	\$ _____ /each
pp.	24 Gallon Standard Trunk	\$ _____ /each
qq.	Supervisor day to day operations	\$ _____ /hour
rr.	Maintenance Worker	\$ _____ /hour
ss.	Irrigation Specialist	\$ _____ /hour
tt.	Pesticide Operator	\$ _____ /hour
uu.	General Labor	\$ _____ /hour
vv.	Equipment Operator (mower, Tractor, Dump Truck etc.)	\$ _____ /hour

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip  
Code

## BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of **XX** months starting **MM DD, 2023 and extending until MM DD, 202?**, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

**SUBMITTED TO:**

Pleasant Valley Recreation and Park District  
Attention: Matthew Parker Park Services Manager  
1605 E. Burnley St., Camarillo, California 93010

**SUBMITTED BY:**

\_\_\_\_\_  
(Legal Name of Company, Corporation or Joint Venture)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

	Monthly Cost	Yearly Cost (12 Months)	Contract Cost (XX months)
Park Maintenance (Y1)	\$ _____	\$ _____	
Park Maintenance (Y2)	\$ _____	\$ _____	
Park Maintenance (Y3)	\$ _____	\$ _____	
Park Maintenance (Y4)	\$ _____	\$ _____	
Park Maintenance (Y5)	\$ _____	\$ _____	\$ _____

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be started MM DD, 2023.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **90 days** following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. 1 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_  
Addendum No. 3 \_\_\_\_\_  
Addendum No. 4 \_\_\_\_\_  
Addendum No. 5 \_\_\_\_\_  
Addendum No. 6 \_\_\_\_\_

By: \_\_\_\_\_ (Witness)

Seal (If Bidder is a Corporation)

Signed

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary of Corporation

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number

**EXHIBIT “C”**

**LIST OF BIDDER’S QUALIFICATIONS (Required with Bid Submittal)**

DATE SUBMITTED \_\_\_\_\_

All questions must be answered, and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder \_\_\_\_\_
  
2. Permanent main office address \_\_\_\_\_
  
3. If a corporation, where incorporated \_\_\_\_\_
  
4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Are you licensed as a contractor in the State of California? Yes \_\_\_ No \_\_\_ If “Yes”, please provide contractor numbers?  
\_\_\_\_\_
  
6. Please provide the current number of employees, in this branch that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Describe the current type of work performed by your firm?  
\_\_\_\_\_  
\_\_\_\_\_
  
8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.

9. Has your firm ever failed to complete any work awarded to you or exited a contract early?

Yes, \_\_\_ No \_\_\_ If "Yes", where, and why

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10. Has your firm ever defaulted or been terminated on a contract?

Yes \_\_\_ No \_\_\_ If "Yes", where, and why

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11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, sports field, or golf-maintenance.

Firm Name  
Information

Contract Value

Contact

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

12. Are any lawsuits pending against you or your firm currently?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

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13. Have any charges been filed against you or your firm or the bidding entity with the California Center of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?  
Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Provide bank reference \_\_\_\_\_

15. What are the limits of your firm's public liability? DETAIL.  
\_\_\_\_\_  
\_\_\_\_\_

16. What is your firm's bond limitations? \_\_\_\_\_

17. Please provide a detailed financial statement for your firm with the bid submittal.

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the District in verification of the recitals composing this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
\_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn/Subscribed to before me personally appeared \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**LIST OF EQUIPMENT**

**THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT**

**AS PART OF PROPOSER'S QUOTATION. (NOTE ALL TURF MOWERS, CORE AERATOR,**

**TURF CARTS ARE TO REMAIN AT PLEASANT VALLEY FIELDS)**

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PROPOSER'S NAME

COMPANY NAME

---

BUSINESS ADDRESS

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BUSINESS TELEPHONE NUMBER

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BUSINESS E-MAIL ADDRESS

List equipment owned by the quoting firm or subcontractors that is available for use on this contract. Provide type, make, and model year and must have Turf Tires for the Fields. Use additional sheets if necessary.



**EXHIBIT "E"**  
**STATEMENT OF TRANSITION PLAN**

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

---

PROPOSER'S NAME COMPANY NAME

---

BUSINESS ADDRESS

---

BUSINESS TELEPHONE NUMBER

---

BUSINESS EMAIL ADDRESS

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

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SIGNATURE OF CONTRACTOR DATE

---

NAME

---

TITLE

---

STATE CONTRACTOR'S LICENSE #



**EXHIBIT "G"**

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

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

**LANDSCAPE MAINTENANCE SERVICES**

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

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

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

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **PRINCIPAL**

\_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

## EXHIBIT "H"



### PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>S</b>

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

Item to be Checked <small>(Use the following page to record a brief description of the necessary repairs)</small>	OK	Deficiency Noted	Date Corrected
<b>Turf Conditions</b>			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned			
3. Weed Control /Fungus			
4. Irrigation checks / leaks / valves / heads / quick couplers			
<b>Walkways / Parking Lot / Snack Par Areas</b>			
1. Even walking surface, clear of debris			
2. Raised concrete or asphalt			
3. Clean / free of graffiti			
<b>Tree Condition</b>			
1. Low hanging branches / dead limbs			
<b>Softball Fields</b>			
1. Holes / lips on fields /			
2. Turf Edges			
3. Infield			
<b>Swale Area</b>			
1. Gopher / Squirrel Control			
2. Weed control			
3. Litter / Debris			

<b>Fencing</b>			
1. Good Condition, no openings, sharp edges, top/bottom not protruding			
<b>Contractor / Landscape:</b> note items not taken care of			
<b>OTHER CONCERNS: (List them on a back sheet of this paper)</b>			
1. No Concerns			
2. Problem Fixed			
3. Potential Concerns			
4. Broken / Degraded			
5. Work Order Generated			
6. Requires Immediate Attention			

**Exhibit "I"**

**FINANCIAL INFORMATION:**

**PROPOSER**

- 1) Name of Proposer \_\_\_\_\_
  
- 2) All DBA's Associated with Proposer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3) Address of  
Proposer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4) Proposer intends to operate the business with which this proposal is concerned as a Sole  
Proprietorship ; Partnership ; Corporation ; Joint Venture ; or \_\_\_\_\_  
\_\_\_\_\_ Explain:

\_\_\_\_\_  
Signature

**SOLE PROPRIETORSHIP STATEMENT**

If a Sole Proprietorship, furnish the following:

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

## Partnership Statement

If a Partnership, answer the following:

1. Date of organization \_\_\_\_\_

2. General Partnership

Limited Partnership

3. Statement of Partnership recorded: Yes  No

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

4. Certificate of limited Partnership recorded: Yes  No

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Date	Book	Page	County
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5. Has the partnership done business in Ventura County?

Yes  No  Explain: \_\_\_\_\_

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

Name of Partner	Address	Share


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

If so, give full details:

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**CORPORATION STATEMENT**

If a corporation, answer the following:

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

Name of Partner	Address	% of Stock Owned


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

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7. List the following:

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

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

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.

9. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 5 above.

10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

**JOINT VENTURE STATEMENT**

If a Joint Venture, answer the following:

1. Date of organization \_\_\_\_\_

2. Joint Venture Agreement or Statement recorded? Yes  No

\_\_\_\_\_

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

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

4. Name and address of each Joint Venturer:

Name	Address

5. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

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## **FINANCIAL DATA**

### **FINANCIAL STATEMENT**

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

### **SURETY INFORMATION**

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

Yes  No

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

### **BANKRUPTCY INFORMATION**

Have you ever been declared bankrupt? Yes  No

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

### **PENDING LITIGATION**

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

**EXHIBIT "J"**

**LISTING OF SUBCONTRACTORS (Required with Bid Submittal)**

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**Subcontractor 1- Business Name:**

---

**Contact Name & Number:**

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**Area of Specialty:**

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**# of Yrs. Contracted With:**

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**Subcontractor 2-Business Name:**

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**Contact Name & Number:**

---

**Area of Specialty:**

---

**# of Yrs. Contracted With:**

---

**Subcontractor 3-Business Name:**

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**Contact Name & Number:**

---

**Area of Specialty:**

---

**# of Yrs. Contracted With:**

**Exhibit "K"**

**SAMPLE**

**PLEASANT VALLEY RECREATION AND**

**PARK DISTRICT CONTRACT SERVICES**

**AGREEMENT FOR**

**LANDSCAPE MAINTENANCE SERVICES**

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

**1.0 SERVICES OF CONTRACTOR**

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

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

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

**1.4 Licenses Permits Fees and Assessments.** Contractor shall obtain at its sole cost

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

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

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

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

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

## **2.0 COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon

completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

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

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

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

**3.3** Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any

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

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**3.4** Term. The term of this Agreement ("Term") shall be XXXXX (X) years commencing on Click or tap here to enter text. and ending on Click or tap here to enter text. Upon mutual written agreement by both parties, the Term of this Agreement may be extended for XXXXX (X) additional XXXXX (X) year terms ("Renewal Term") on the same terms and conditions contained herein no less than 120 days prior to expiration of initial term or the then current renewal term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion.

#### **4.0 COORDINATION OF WORK**

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

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

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

**4.3** Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement

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

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

## **5.0 INSURANCE AND INDEMNIFICATION**

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

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

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

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

(d) **Professional Liability or Error and Omissions Insurance.** A policy of N/A

insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

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

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

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

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

## 5.2 Indemnification.

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

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

## **6.0 RECORDS AND REPORTS**

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

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

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

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

## **7.0 ENFORCEMENT OF AGREEMENT**

**7.1** California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

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

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

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

**7.4** Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon one hundred and twenty days (120) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

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

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

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

## **8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

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

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

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

## **9.0 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**DISTRICT:**

PLEASANT VALLEY RECREATION & PARK DISTRICT,

a municipal corporation

By: \_\_\_\_\_  
Board Chair

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

\_\_\_\_\_  
Tiffany J. Israel, General Counsel

**CONTRACTOR:**

[insert company name here]

[address ]

a [California corporation]

By: \_\_\_\_\_

Name: [insert name here]

Title: [insert title]

By: \_\_\_\_\_

Name: [insert name here]

Title: [insert title]



PLEASANT VALLEY RECREATION AND PARK DISTRICT  
**REQUEST FOR PROPOSALS**  
FOR  
LANDSCAPE MAINTENANCE ~~AND JANITORIAL~~ SERVICES  
FOR PLEASANT VALLEY FIELDS SPORTS COMPLEX  
SPECIFICATION NO. ~~231-XX-01~~



**RFP RELEASE DATE:**

~~OCTOBER 8, 2020~~ JULY 6, 2023

**PROPOSALS DUE:**

August 21, 2023, by 2:00 PM ~~Friday, December 4, 2020~~

~~By 10:00 A.M.~~

**DELIVER PROPOSALS TO:**

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES  
AT PLEASANT VALLEY FIELDS**

**1.1 ANNOUNCEMENT**

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

**1.2 PROCEDURES INVITING PROPOSALS**

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

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: [www.pvrpd.org](http://www.pvrpd.org).

**INSTRUCTIONS TO BIDDERS:**

1. **SEALED** bids, addressed to District Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: ~~Bob Cerasuolo~~ **Matthew Parker**, Park Services Manager must be received at the above address no later than ~~August 21, 2023 2:00 PM~~ **December 4, 2020 10:00 a.m.** for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park maintenance at the specifications and standards in these bid documents.
  - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
  - Sealed envelopes shall be clearly marked on the outside as follows: ~~2021-2024-23-202?~~ **PV Fields Park Maintenance Bid** with the name of the submitting Vendor in the upper left-hand corner of the envelope.
- ~~2.~~ Addendum. All questions must be emailed only and must be received by ~~August 11, 2023, at 5:00 PM~~ **November 18, 2020, at 5:00 p.m.** Only answers issued by Addenda will be binding. All addenda will be published / posted on the District Pleasant Valley Recreation and Parks website <https://www.pvrpd.org/>. ~~https://www.pvrpd.org/~~
- ~~3.2.~~ Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal

Form. Oral and other interpretations or clarifications will be without legal effect.

- ~~4.3.~~ The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.
- ~~5.4.~~ The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
- ~~6.5.~~ All companies bidding on this project must include the information outlined in the **ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST** such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements and other items requested in this bid document.
- ~~7.6.~~ Any resulting contract is subject to Award of Bid and approval by the District Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is **MM DD, 2023 through MM DD, 2022?February 20, 2021 through February 15, 2024**. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
- ~~8.7.~~ ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.
- ~~9.8.~~ Contractor is required to provide the District a performance bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).
- ~~10.9.~~ All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same

amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

### 1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than ~~August 21, 2023~~ **Friday, December 4, 2020 at 10:00 a.m.**
- No late proposals will be accepted.
- ~~Please note that the District offices are closed due to the COVID-19 virus. The office hours are from 8:00 am to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Please knock on the door or make an appointment for time delivered and we will stamp them.~~
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The ~~four~~ **five (45)** copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

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

- Bids received after the above date and time will not be considered. **Please note that FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

### 1.4 FORM AND STYLE OF PROPOSALS

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

### 1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a ~~XX (X) year period from MM DD, 2023 through MM DD, 2027 with the option to renew for up to a maximum of XX (X) additional XX (X)-year periods for a combined maximum of XX (X) years.~~ **three (3) year period from February 15, 2021 to the termination date of February 15, 2024 with the option to renew for up to a maximum of two (2) additional two (2) year periods for a combined maximum of seven (7) years.** The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 120 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

**1.6 CONTRACTOR'S LICENSE**

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

**1.7 AFFIRMATIVE ACTION**

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

**1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE**

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

- ~~Solicit Proposals for Services~~ ~~July 6, 2023~~
- ~~Mandatory Job Walk Thursday~~ ~~July 25, 2023, 10:00 AM~~  
~~200 Westpark Ave, Camarillo, CA~~
- ~~Questions in by~~ ~~August 11, 2023~~
- ~~Proposals Due~~ ~~August 21, 2023, 2:00 PM~~
- ~~Interviews (if needed)~~ ~~August 29 – 30, 2023~~
- ~~District Board Meeting~~ ~~September 6, 2023~~
- ~~Contract Commences~~ ~~No Later Than October 1, 2023~~
- ~~Solicit Proposals for Services~~ ~~October 8, 2020~~
- ~~Mandatory Job Walk Thursday~~ ~~October 29, 2020 at 9:30 am at~~  
~~200 Westpark Ave, Camarillo, CA~~
- ~~Questions in by~~ ~~November 18, 2020~~
- ~~Proposals Due~~ ~~December 4, 2020 10:00 am~~
- ~~Interviews (if needed)~~ ~~Week of Dec. 7th – Dec. 11th~~
- ~~District Board Meeting~~ ~~January 6, 2021~~
- ~~Issue Notice of Award/ Notice to Proceed~~ ~~January 11, 2021~~
- ~~Contract Commences~~ ~~February 15, 2021~~

**1.9 RIGHT TO REJECT PROPOSAL(S)**

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

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

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

#### **1.10 WAGES**

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

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775.) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §1860 and §3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the

payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

**1.11 MANDATORY JOB WALK**

There will be a mandatory job walk with the Park Services Manager and/or Designee on **July 25, 2023**, at **Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **10:00 AM Thursday October 29, 2020** at **Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **9:30 am** at the parking lot located at the western end of the park.

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered non-responsive and rejected.

**1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES**

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

**1.13 CONTRACTOR'S EXAMINATION OF SITE**

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

**1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES**

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

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

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

*or*

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

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

#### **1.15 EMERGENCY INFORMATION**

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

#### **1.16 OTHER PERMITS, FEES, AND LICENSES**

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

### **PLEASANT VALLEY RECREATION AND PARK DISTRICT LANDSCAPE MAINTENANCE SERVICES at PLEASANT VALLEY FIELDS**

#### **GENERAL REQUIREMENTS**

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
2. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
4. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
5. The fee proposal shall be submitted in a separate, sealed envelope.
6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided landscape maintenance services during the past **five (5) years**. Said list shall include the current name and telephone number of the proposer's contact person.

**\*NOTE:** A proposer must have a current (within past two (2) years) landscape maintenance service contract with a municipality or special park district of equivalent size and equivalent landscape services *INCLUDING* specialized sports turf maintenance, and/or golf course maintenance to be deemed a qualified company.

7. Proposals shall include a list of ALL equipment that will be used for landscape maintenance used exclusively at Pleasant Valley Fields.

**\*NOTE: ALL TURF MOWERS, AND CORE ARERTORS ARE TO REMAIN AT PLEASANT VALLEY FIELDS.** The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.

8. Proposals will be evaluated based on:
  - a. Qualifications of the Proposer
  - b. References
  - c. Proposed Fee - The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
  - d. Completeness of the proposal and compliance with the required format.
  - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
  - f. Experience in landscape servicers for similar sized projects.
  - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
  
9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
  
10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
  
11. The District is not obligated to award a contract and reserves the right to reject all proposals.
  
12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
  
13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.
  
14. The contract shall commence ~~MM DD, 2023 through MM DD, 202?~~ ~~February 15, 2024~~ ~~and end on February 15, 2024~~ with annual renewal options as described above.

**Commented [M1]:** District will be performing interviews. Add to project dates above.

15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff's recommendation for contract award, all contact with the District shall be through:

**Bob Cerasuolo****Matthew Parker**

*Park Services Manager*

Pleasant Valley Recreation and Park District

1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 301

[mparker@pvripd.org](mailto:mparker@pvripd.org)[bobe@pvripd.org](mailto:bobe@pvripd.org)

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

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

1. General Requirements (signed)
2. Already have a D.I.R (Department of Industrial Relations) number
3. Proposal and Proposer's Certification(s)
4. List of Qualifications (References' List)
5. List of Equipment / Equipment Plan
6. Statement of Transition Plan
7. Staff Allocation / Organizational Chart
8. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)
9. Labor and Material Bond
10. Financial Information
11. List of Subcontractors
12. Schedule of Holidays off
- ~~1. General Requirements (signed)~~
- ~~2. Already have a D.I.R (Department of Industrial Relations) number~~
- ~~3. Proposal and Proposer's Certification(s)~~
- ~~4. List of Qualifications (References' List)~~
- ~~5. List of Equipment Equipment Plan~~
- ~~— Statement of Transition Plan~~

- ~~6. Staff allocation/ Org Chart~~
- ~~7. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)~~
- ~~8. Labor and Material Bond~~
- ~~9. Financial Information~~
- ~~10. List of Subcontractors~~
- ~~11. Schedule of Holidays off~~

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

**SIGNATURE:** [Electronic Signatures Acceptable](#)      **DATE:** [Click or tap here](#)

**NAME (PRINT):** [ENTER FIRST AND LAST NAME](#)

**TITLE:** [Click or tap here to enter text.](#)

**COMPANY:** [Click or tap here to enter text.](#)

**COMPANY ADDRESS:** [Click or tap here to enter text.](#)

**DIR #:** [Click or tap here to enter text.](#)

**CONTACT PERSON:** [Click or tap here to enter text.](#)

**PHONE NUMBER:** [Click or tap here to enter text.](#)

**EMAIL:** [Click or tap here to enter text.](#)

*(CHECKLIST ON NEXT PAGE)*

### **PROPOSER'S CHECKLIST**

These items are to be turned in with your sealed bid or proposal.

General Requirements - <i>Signed</i>	
D.I.R. (Department of Industrial Relations) Number	
Proposal & Bid Tabulation Forms (Exhibit B)	
List of Qualifications Form (Exhibit C)	
List of Equipment Form (Exhibit D)	
Statement of Transition Plan (Exhibit E)	
Faithful Performance Bond (Exhibit F)	
Labor & Material Bond (Exhibit G)	
Financial Information (Exhibit I)	
List of Subcontractors – <i>if needed</i> (Exhibit J)	
Schedule of Holidays Off (format of your preference is acceptable)	

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

**EXHIBIT “A”**

**SCOPE OF WORK AND TECHNICAL PROVISIONS  
FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES**

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of ~~XX months beginning on MONTH XX, 2023 and ending MONTH XX, 20XX.~~ ~~36 months beginning on February 15, 2021 and ending February 15, 2024.~~

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

**1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS**

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

**1.2 BASIC CONTRACT**

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

**SCOPE OF WORK**

**2.1** Contractor shall provide at his own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- Hauling
- Dumping
- Irrigation Parts
- Insecticides
- Chemicals
- Mulch
- Seed
- Chalk
- Wood Chips
- Decomposed Granite
- Irrigation Controller Batteries
- Herbicides
- And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

2.2 Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:

- **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.
- **Hardscape Management:** routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, parking lot and sidewalk.
- **Shrub/Pruning & Groundcover areas:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- **Tree Care:** lifting limbs, remove broken branches.
- **Irrigation** – Operation, Programming and Maintenance; includes parts and labor for daily irrigation and repairs.
- **Ball-diamond Maintenance:** Schedule of games will be provided by District each month. There could be games up to six (6) days per week.
  - Drag infields for games as needed.
  - Rake around bases, plates and mounds for games as needed.
  - Line infields for softball/kickball with chalk for games as needed.
  - Line (3) three outfield foul lines once per week. With approved striping paint
  
- **Park Amenities:** trash receptacles, bollards, benches, drinking fountains, tables.

### 2.3 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park's facilities.

These supplies and materials shall include, but are not limited to:

- (a) All necessary mulch, water surfactants ~~and~~ humectants, fuel, herbicides, fungicides, wood chips / mulch , chemicals, amendments, tree stakes, fasteners, rodent control devices, et cetera.
- (b) All parts necessary for the repair and proper maintenance of all irrigation systems.

## TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve world-class conditions with little to no frustration on the part of the District or its residents.

The selected contractor will provide MONTHLY REPORTS documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

### 3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work be conducted between ~~6:00-30~~ a.m. and 4:00 p.m., Monday through ~~Sunday-Friday~~.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. **Any measurements contained herein should only be used as an estimate.** Contractor is responsible for accurate measurement of the park, turf areas, landscape beds, volume of mulch etc. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
  - i. State of California Licensed Pesticide Applicator
  - ii. State of California Licensed Arborist
  - iii. Reclaimed Water Training
  - iv. Licenses shall be provided with the contract and not later

than 10 days after an employee change has been made.

***Copies of the certifications should be included in the bid submittal as supplemental information.***

### **3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE**

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, pruning, irrigation inspections etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.
- C. Any variations to the schedule may arise due to the following issues:
  - i. Inclement weather conditions.
  - ii. Emergencies as designated by the District.
  - iii. Maintenance activities/noise may cause ~~disruption~~disruption.
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

### **3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS**

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

#### **Inspection procedures:**

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (~~i.e.~~, turf appearance and health) and issues of concern. The Contractor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contractor shall provide a monthly inspection for the site, which shall include the verification of

services performed (time and date), and issues of concern (i.e., irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contactor and District shall mutually agree as to the format of these monthly inspection reports. **The monthly invoice shall not be processed without the Monthly Report.**

- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

#### **3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:**

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards - meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.

- I. No live tree removal (including understory and shrubs in the existing landscape or the surrounding “natural” area) shall take place without the permission (written or oral) of the District.
- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractor's errors, their failure to comply with the requirements of these specifications or equipment failure and will be assessed a fee. Tree and shrub values will be based on District’s assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body. *These records shall be provided to the District in the monthly reports.*
- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District’s opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than **MM DD YY** ~~October 5~~, for the next contract year (**3** bonds total).

### 3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, ~~pre~~ pre-and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.
- B. All Turf: these areas shall be inspected daily (5 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
  - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.
  - ii. Soil should be tested for, but not limited to, soil PH, NO3-N, Micronutrients, and Texture.
- D. Contractor shall provide a detailed comprehensive, environmentally sensitive **TURF ACTION SCHEDULE** using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the park.
  - i. The Turf Action Schedule shall be reviewed and mutually agreed to by the District prior to implementation.
  - ii. The Turf Action Schedule shall be due to the District no later than one month after the sample was taken of each contract year.
  - iii. Plan shall outline the chemical type, analysis, timeline for application, and intended application rates.
  - iv. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- E. There are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid.
- F. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- ~~G.~~ A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- ~~H.~~ An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight

line trimmers with a proper guide to facilitate neat, straight and professional edged appearance; freehand line trimming will not meet this requirement to maintain a neat and professional appearance.

~~I.G.~~ All turf is to be debris, litter and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.

~~—~~ Sports Turf (Bermuda) shall be mowed approximately ~~40~~480 times at a height of (5/8) inches per year (typically twice a week during growing season and one time a week during winter months) At Districts discretion. Mowing must be completed with District approved reel mowers. These mowers must be used exclusively at Pleasant Valley Fields and adequately cleaned, sterilized, and inspected by the Park Services Manager or designee prior to initial use, to prevent undesirable weed species intrusion(s). This mower must be used only at Pleasant Valley Fields.

Commented [MP2]: Add language based on 6/19/23 liaison meeting discussion. Reel Mower must be cleaned, sterilized and inspected prior to initial use and its use must be exclusive to the park site.

~~J.H.~~ The contractor is responsible for picking up litter on the turf as they mow.

~~K.I.~~ Non-Sports Turf areas shall be cut to maintain a consistent year-round height of 2-3” for Tall Fescue. This mower shall be used only at Pleasant Valley Fields.

~~L.J.~~ Alternating mow patterns is a Requirement to reduce “tracking.”

~~M.K.~~ The contractor is responsible to ensure a complete thorough removal of all debris and at the completion of all mowing occurrences to include clumping or piles of grass.

~~N.L.~~ Core aeration shall occur a minimum of three (3) times per year at a depth of 6” and then mat drag all cores throughout. Knife aeration shall be done eight (8) times a year.

- i. Core aeration shall occur in the months below
  1. Cycle 1- April
  2. Cycle 2- June
  3. Cycle 3- November

M. Aerators used must be exclusive to Pleasant Valley Fields and adequately cleaned, sterilized, and inspected by the Park Services Manager or designee prior to initial use, to prevent undesirable weed specie intrusion(s).

~~N. Aerators to remain at Pleasant Valley Fields.~~

O. Cores left behind from aerating must be broken up the same day.

P. Top Dressing shall be applied once per year with a mixture of 80% screened sand and 20% organic matter applied at a 1/4 inch deep.

- i. Cycle 1- November
- ii. Top Dressing materials will be provided by the District.
- iii. Contractor is responsible application and required equipment.

~~P.Q.~~ Renovation: post-soccer season top dressing shall occur one (1) time per year on a schedule approved in advance by the Parks Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally, Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

~~P.R.~~ Thatch Removal: The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one (1) time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal shall be performed with a power-driven thatching/verti-cutting knives. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. All equipment used for thatch removal purposes must be used exclusively at Pleasant Valley Fields or adequately cleaned, sterilized, and inspected by the Park Services Manager or designee prior to use, to prevent undesirable weed species intrusion(s).

### 3.6 HARDSCAPE MANAGEMENT

*(routine sweeping, litter and trash removal, and pressure washing)*

- A. Cracks in Hardscape areas – apply herbicide as needed to control weeds in hardscaped areas, ~~i.e.~~ interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite- apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.
- D. Blowing- Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite) is to be done twice monthly.
- E. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- F. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

### 3.7 INSECTICIDE SPECIFICATIONS

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects year-round.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.

### 3.8 HERBICIDE SPECIFICATIONS

- A. The herbicide program maintains a goal of weed free turf which includes, but not limited to, Poa Annua, Horseweed, ~~Kikuyugrass~~Kikuyu grass, or other invasive crop damaging weeds.
- B. All sports turf must contain less than 3% invasive weeds year-round.
- C. Herbicides must be applied at maximum rates unless advised by the District.
- D. All applications must follow recommended re-entry periods. The re-entry restriction or time interval is 24 hours from time of application for all herbicides.
- E. A Pre- Emergent herbicide shall be applied a minimum of two (2) times per year applied at the District's recommendation
- F. Post-emergency applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- G. Herbicide cost should be figured into the base bid.
- H. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- I. Spray reports to be submitted to District representative and county after each application.

### 3.9 DISEASE CONTROL SPECIFICATIONS

- A. The disease control program shall maintain turf that is free of diseases which includes, but is not limited to, Pythium fungus, root fungus and other turf damaging diseases. Preventative applications as well as reactive applications should be included in the base bid.

### 3.10 PARK PROCEDURES

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.

- B. All turf is to be, debris, and hole free. Holes are defined as a depression where a community member may trip or are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional ~~appearance~~appearance.
- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible ~~to ensure~~for ensuring a complete thorough removal of all debris and litter at the completion of all mowing occurrences.

### 3.11 PRUNING

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.
- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed immediately. Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs less than 10' feet from the ground or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed as needed to result in a smooth, manicured appearance, at no additional cost.
- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural" areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities

J. Tree stakes will be maintained to achieve their intended purpose. Stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.

K. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.

~~K.L.~~ Contractor can keep a roll-off on-site for green waste at contractor's expense.

### 3.12 MULCHING

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.

### 3.13 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and *weeds*. *Weeds sprayed with herbicide must be manually removed after brown out.* All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year)
- B. "Natural" areas are to remain in their natural native conditions with the exception the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the ~~by the~~ District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

### 3.14 BALLFIELD PREPARATION

- A. Schedule of games will be provided by District each month. There could be games up to six (6) days per week. Contractor to invoice the District each month based on the provided schedule.
- B. Drag infields with approved tractor.

- C. Hand rake and compact around bases, pitching rubber, and home plates.
- D. Line outfield foul lines with District approved white striping paint.
- E. Line infields with chalk to district provided layouts.

**3.143.15 IRRIGATION**

- A. A licensed irrigator(s) shall provide inspections ~~to of~~ the irrigation systems.
- B. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis during the irrigation season. Adjustments to heads shall be made at no additional cost to the District. Weekly inspections reports shall be submitted with the monthly invoice.
- C. Breaks, leaks, and malfunctions of unknown and uncontrollable sources will be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- D. Cost for material, supplies and equipment for repairs will be the responsibility of the contractor. A verification of cost of materials (wholesale price) shall be provided for any and all materials, supplies and equipment.
- E. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the District. Upon approval of the District, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the District.
- F. All irrigation sprinkler head repairs will be made with-using original system specified Rainbird and Hunter products (or an approved equal).
- G. Emergency calls regarding broken or malfunctioning sprinkler heads, lines or controllers shall be answered immediately by the Contractor if a condition exists in which water is running freely or in which the District requests immediate attention for safety reasons.
- H. Contractor shall notify the District of system malfunction via email or phone call within 24 hours of the problem.
- I. Contractor shall assist the District with as needed system shutdowns due to random events, natural disasters, or related events. This service is included in overall contract price.
- J. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park. Irrigation controllers will be shared with the Sports field Mowing Contractor. Ownership of Repairs to the Controller will be at the discretion of the District.

### 3.17 EMERGENCY CONTACT

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide assistance and support in time of large ~~(i.e.)~~ earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

### 3.18 ADDITIONAL SERVICES:

In the case additional services are needed, in addition to the contract and at the discretion of the District, services will be charged based on The Supplemental Unit Cost Form.

- A. Trash Removal-Contractor shall assure a complete and thorough removal of all trash, debris and litter as identified in the Trash Removal standard all trash/litter shall be removed and placed in the provided dumpsters.
- ~~B.~~ Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments that has Turf Tires mounted on it for a per hour basis.
- ~~B.~~
- C. Top Dressing- Contractor shall provide a per 1,000 square foot cost of top dressing application, including rentals.
- D. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- E. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- F. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- G. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- H. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- I. Core Aeration- Core aeration to a depth of 6" and then mat drag all cores throughout areas that have been aerated

~~H.J.~~

~~H.K.~~ - Mulch- Contractor will provide a per yard price with installation to install non-colored hardwood mulch at rate of 3" depth where specified.

~~L.~~ Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.

~~M.~~ Sod Cut Cost per square foot

~~N.~~ Installation Cost per square foot

~~K.O.~~

~~Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.~~

~~L.P.~~ Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.

~~M.Q.~~ Reel Mowing- use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per square foot per occurrence basis

~~N.R.~~ Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis

~~O.S.~~ Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear footbasis per year basis.

~~P.T.~~ Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis

~~Q.U.~~ Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2021 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of prevision contract year and must be approved by the District.

## SPECIAL REQUIREMENTS

### 4.1 DEFICIENCIES:

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

- A. Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive

payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

- C. District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
- a. **Performance deficiency**: Examples include failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
  - b. **Failure to comply with minimum District-defined manpower requirements**: Deduction of \$100 per employee per workday.
  - c. **Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative**: May result in a deduction of up to \$250 per instance per workday.
  - d. **Failure to protect public health and/or correct safety concerns**: These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
  - e. **Failure to comply with water restrictions imposed by the Water Authority**: May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
  - ~~f.~~ Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.
  - f. The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction

#### 4.2 FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is

out of use. In such an event, contract services may be suspended on a twenty-four (24) hour notice.

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

*End of Park Maintenance Specifications*

*(continued)*

**SUBMISSION OF BID**

**Sealed Bids should be submitted by August 21, 2023, at 2:00 PM**  
Pleasant Valley Recreation and Park District  
**Attn.: Matt Parker, Park Services Manager**  
1605 E. Burnley St. Camarillo CA 93010  
**Bids received after the above date and time will not be considered.**

**SUBMISSION OF BID**

**Sealed Bids should be submitted by August 21, 2023, at 2:00 PM**  
**Sealed Bids should be submitted by December 4, 2020 at 10:00 am**

Pleasant Valley Recreation and Park District

**Attn.: Matt Parker, Park Services Manager**

1605 E. Burnley St. Camarillo CA 93010

**Bids received after the above date and time will not be considered.**

\*Note: Fax or emailed bids will not be accepted\*

**EXHIBIT "B"**

**BID TABULATION & PROPOSAL FORMS**

The monthly and annual compensation for the initial three years of the contract term and the optional term extensions will be the rates set forth below, which shall not be increased.

Contractor shall furnish all labor, equipment, tools, and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below which shall not be increased. Should the District exercise its optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term, which must be memorialized in an amendment to this Agreement.

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

**BID TABULATION FORM**

	<u>ITEM COST PER MONTH YEAR ONE</u>	<u>ITEM COST PER MONTH YEAR TWO</u>	<u>ITEM COST PER MONTH YEAR THREE</u>
<b>Park/Facility Landscape Maintenance:</b>			
<b>Softball Field Set-up/ Drag, Water and Line (based on an average of 26 times a month from Feb-Nov):</b>			
<b>Janitorial 7 days a week (excluding Holidays that the contractor takes off):</b>			
<b>Annual TOTAL:</b>			
	<b>THREE (3) YEAR COMBINED GRAND TOTAL:</b>		

<u>Park Landscape Maintenance</u> <u>5 days x 52 weeks</u>	<u>Term Year</u>	<u>Cost of Services</u> <u>Per Month</u>
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<b><u>(excluding observed holidays)</u></b>	<i><u>Year One</u></i>	
	<i><u>Year Two</u></i>	
	<i><u>Year Three</u></i>	
	<i><u>Year Four</u></i>	
	<i><u>Year Five</u></i>	

**SUPPLEMENTAL UNIT PRICE FORM**

a.	<del>Weekend Trash During Soccer Season and Tournaments</del>	<del>\$ _____/per day</del>
b.	Drag, Water and Line softball fields months of Feb-Nov average 26+ - times per month	\$ _____/per day
c.	<del>Janitorial 7 days</del>	<del>\$ _____/per day</del>
d.	1 Man Crew Rate	\$ _____/hour
e.	2 Man Crew Rate	\$ _____/hour
f.	Tractor with Turf Tires and Operator	\$ _____/hour
g.	Tractor Mowing	\$ _____/acre
h.	Topdressing	\$ _____/per 1,000 sq. feet (1/4" thick)
i.	Stump Removal	\$ _____/stump (all sizes)
j.	Tree Removal	\$ _____/tree (6 inch-15-inch DBH)
k.	Tree Removal	\$ _____/tree (16 inch-22-inch DBH)
l.	Tree Removal	\$ _____/tree (23-inch DBH)
m.	Fertilization Turf areas	\$ _____/1000 sq ft
n.	Fertilization Shrub areas	\$ _____/1000 sq ft
o.	Ground Cover (planter beds)	\$ _____/1000 sq ft
p.	Herbicide pocket Gophers /Ground Squirrels	\$ _____/ sq ft
q.	Thatch Removal	\$ _____/ per acre
r.	Turf Renovation (site prep, seeding and top dressing	\$ _____/per acre
s.	<del>Broadcast</del> Weed Control	\$ _____/per acre
t.	<del>Weed Control</del>	<del>\$ _____/1000 sq ft</del>
u.	Core Aeration pto driven /drag the cores	\$ _____/sq ft
v.	Solid Tine Aeration using 1/2 tine	\$ _____/sq ft
w.	Reel Mowing	\$ _____/sq ft
x.	Rotary Mowing	\$ _____/sq ft
y.	Turf Edging and Trimming	\$ _____/linear ft
z.	Irrigation Repair	\$ _____/hour
aa.	Irrigation- Furnish and Install 1" brass valve	\$ _____
bb.	Irrigation Valve 1 1/2 Brass	\$ _____
cc.	100' of Trench 18" deep	\$ _____
dd.	Hybrid Bermuda Sod (GN-1)	\$ _____/per 500 sq. feet
ee.	Fescue Sod	\$ _____/per 500 sq. feet
ff.	Pressure Washing	\$ _____/sq ft
gg.	Pruning Vegetation and Trees	\$ _____/hour

hh.	1 Gallon Plant	\$ _____/each
ii.	5 Gallon Plant	\$ _____/each
jj.	15 Gallon Plant	\$ _____/each
kk.	Flat of Ground Cover	\$ _____/each
ll.	Flat of Groundcover (Annuals)	\$ _____/each
mm.	Flat of 4" Potted Annuals	\$ _____/each
nn.	15 Gallon Tree – Standard Trunk	\$ _____/each
oo.	15 Gallon Tree – Multi Trunk	\$ _____/each
pp.	24 Gallon Standard Trunk	\$ _____/each
qq.	Supervisor day to day operations	\$ _____/hour
rr.	Maintenance Worker	\$ _____/hour
ss.	Irrigation Specialist	\$ _____/hour
tt.	Pesticide Operator	\$ _____/hour
uu.	General Labor	\$ _____/hour
vv.	Equipment Operator (mower, Tractor, Dump Truck etc.)	\$ _____/hour

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip  
Code

## BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of ~~XX months starting MM DD, 2023 and extending until MM DD, 2027, 36 months starting February 15, 2021 and extending until February 15, 2024~~, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

**SUBMITTED TO:**

Pleasant Valley Recreation and Park District  
 Attention: ~~Bob Cerasuolo~~ Matthew Parker Park Services Manager  
 1605 E. Burnley St., Camarillo, California 93010

**SUBMITTED BY:**

\_\_\_\_\_  
 (Legal Name of Company, Corporation or Joint Venture)

\_\_\_\_\_  
 (Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

	<del>Monthly Cost</del>	<del>Yearly Cost (12 Months)</del>	<del>Contract Cost (XX months)</del>
Park Maintenance (Y1) \$	\$	\$	\$
Park Maintenance (Y2) \$	\$	\$	\$
Park Maintenance (Y3) \$	\$	\$	\$
Park Maintenance (Y4) \$	\$	\$	\$
Park Maintenance (Y5) \$	\$	\$	\$
	<del>Monthly Cost</del>	<del>Yearly Cost (12 Months)</del>	<del>Contract Cost (36 months)</del>

Park Maintenance (1yr) \$ \_\_\_\_\_

Park Maintenance (2yr) \$ \_\_\_\_\_

Park Maintenance (3yr) \$ \_\_\_\_\_

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be started MM DD, 2023.

~~It is understood and agreed that, if awarded the contract(s), the proposed work shall be started February 15, 2021.~~

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **9060 days** following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

- Addendum No. 1 \_\_\_\_\_
- Addendum No. 2 \_\_\_\_\_
- Addendum No. 3 \_\_\_\_\_
- Addendum No. 4 \_\_\_\_\_
- Addendum No. 5 \_\_\_\_\_
- Addendum No. 6 \_\_\_\_\_

By: \_\_\_\_\_ (Witness)

Seal (If Bidder is a Corporation)

Signed

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary of Corporation

\_\_\_\_\_

City, State, and Zip Code

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Telephone Number

**EXHIBIT "C"**

**LIST OF BIDDER'S QUALIFICATIONS (Required with Bid Submittal)**

DATE SUBMITTED \_\_\_\_\_

All questions must be answered, and the data given must be clear and comprehensive. *This statement must be notarized.* If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder \_\_\_\_\_
2. Permanent main office address \_\_\_\_\_
3. If a corporation, where incorporated \_\_\_\_\_
4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_
5. Are you licensed as a contractor in the State of California? Yes\_\_No\_\_\_\_If "Yes", please provide contractor numbers?  
\_\_\_\_\_
6. Please provide the current number of employees, in this branch that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.  
\_\_\_\_\_  
\_\_\_\_\_
7. Describe the current type of work performed by your firm?  
\_\_\_\_\_  
\_\_\_\_\_
8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.

9. Has your firm ever failed to complete any work awarded to you or exited a contract early?

Yes, \_\_\_ No \_\_\_ If "Yes", where, and why

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10. Has your firm ever defaulted or been terminated on a contract?

Yes \_\_\_ No \_\_\_ If "Yes", where, and why

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11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, sports field, or golf-maintenance.

Firm Name Information	Contract Value	Contact
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1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

12. Are any lawsuits pending against you or your firm currently?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

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13. Have any charges been filed against you or your firm or the bidding entity with the California Center of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Provide bank reference \_\_\_\_\_

15. What are the limits of your firm's public liability? DETAIL.

\_\_\_\_\_  
\_\_\_\_\_

16. What is your firm's bond limitations? \_\_\_\_\_

17. Please provide a detailed financial statement for your firm with the bid submittal.

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the District in verification of the recitals composing this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn/Subscribed to before me personally appeared \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**LIST OF EQUIPMENT**

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT

AS PART OF PROPOSER'S QUOTATION. (NOTE ALL TURF MOWERS, CORE AERATOR,

TURF CARTS ARE TO REMAIN AT PLEASANT VALLEY FIELDS)

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PROPOSER'S NAME

COMPANY NAME

---

BUSINESS ADDRESS

---

BUSINESS TELEPHONE NUMBER

---

BUSINESS E-MAIL ADDRESS

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

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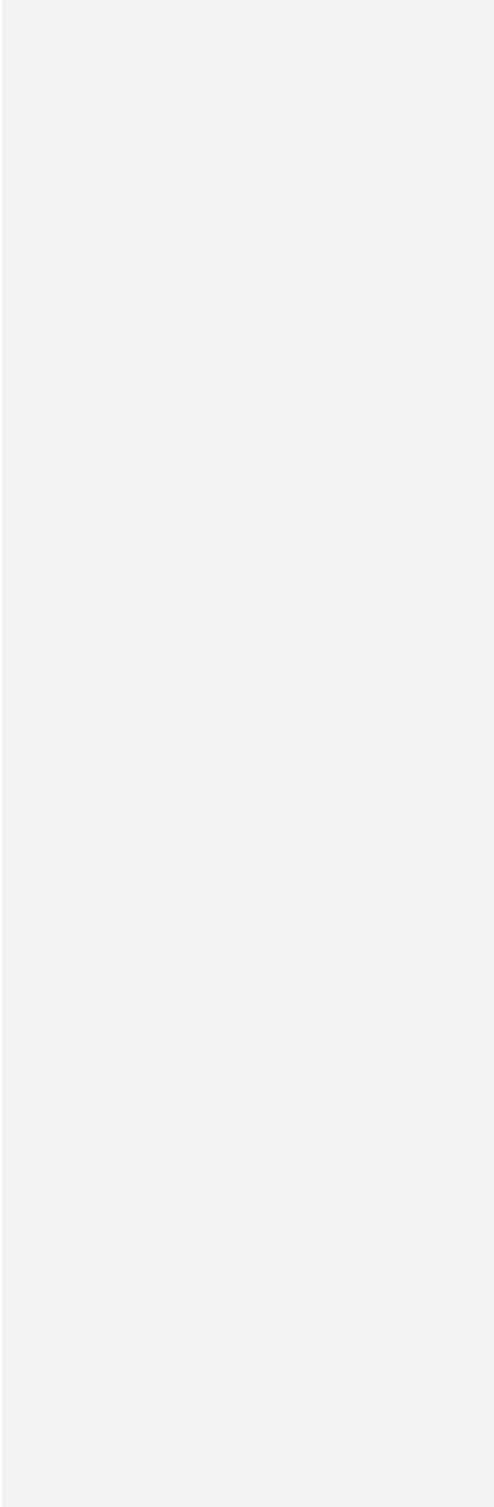
Date: \_\_\_\_\_

SIGNATURE OF CONTRACTOR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State Contractor's License #: \_\_\_\_\_







**EXHIBIT "G"**

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

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

**LANDSCAPE MAINTENANCE SERVICES**

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

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

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

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

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



**EXHIBIT "H"**



**PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST**

PARK NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

S	M	T	W	TH	F	S

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

Item to be Checked <small>(Use the following page to record a brief description of the necessary repairs)</small>	OK	Deficiency Noted	Date Corrected
<b>Turf Conditions</b>			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned			
3. Weed Control /Fungus			
4. Irrigation checks / leaks / valves / heads / quick couplers			
<b>Walkways / Parking Lot / Snack Par Areas</b>			
1. Even walking surface, clear of debris			
2. Raised concrete or asphalt			
3. Clean / free of graffiti			
<b>Tree Condition</b>			
1. Low hanging branches / dead limbs			
<b>Pavilions- Softball Fields</b>			
<del>1. Clean / free of graffiti</del> <del>1. Holes / lips on fields /</del>			
<del>2. Turf Edges</del>			
<del>3. Infield</del>			
<b>Sport Courts Swale Area</b>			
<del>1. Clean and blown off</del> <del>1. Gopher Control / Bunnies/Squirrel</del>			
<del>2. Weed control / Debris</del>			
<b>Benches/Tables</b>			
<del>3. Litter / Debris</del> <del>1. Clean and free of graffiti / no sharp edges</del>			
<del>2. Painted and free of splintering</del>			

<b>Drinking Fountains / BBQ's</b>			
<del>1. Clean and in working order / no sharp edges</del>			
<del>2. No rust spots, or holes</del>			
<b>Fencing</b>			
1. Good Condition, no openings, sharp edges, top/bottom not protruding			
<b>Contractor / Landscape:</b> note items not taken care of			
<b>OTHER CONCERNS: (List them on a back sheet of this paper)</b>			
1. No Concerns			
2. Problem Fixed			
3. Potential Concerns			
4. Broken / Degraded			
5. Work Order Generated			
6. Requires Immediate Attention			

**Exhibit "I"**  
**FINANCIAL INFORMATION:**

**PROPOSER**

1) Name of Proposer \_\_\_\_\_

Commented [M4]: List all DBA's

2) All DBA's Associated with Proposer  
\_\_\_\_\_  
\_\_\_\_\_

3) Address of  
Proposer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

**SOLE PROPRIETORSHIP STATEMENT**

If a Sole Proprietorship, furnish the following:

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

**Partnership Statement**

If a Partnership, answer the following:

1. Date of organization \_\_\_\_\_

2. General Partnership   
Limited Partnership

3. Statement of Partnership recorded: Yes  No

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Date	Book	Page	County
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4. Certificate of limited Partnership recorded: Yes  No

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Date	Book	Page	County
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5. Has the partnership done business in Ventura County?  
Yes  No  Explain: \_\_\_\_\_  
\_\_\_\_\_

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

Name of Partner	Address	Share


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

If so, give full details:

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**CORPORATION STATEMENT**

If a corporation, answer the following:

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

Name of Partner	Address	% of Stock Owned


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

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7. List the following:

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

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

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.

9. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 5 above.

10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

**JOINT VENTURE STATEMENT**

If a Joint Venture, answer the following:

1. Date of organization \_\_\_\_\_

2. Joint Venture Agreement or Statement recorded? Yes  No

\_\_\_\_\_

Date	Book	Page	County
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3. Has the Joint Venturer done business in Ventura County?  
Yes  No  When? \_\_\_\_\_

4. Name and address of each Joint Venturer:

Name	Address

5. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

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## FINANCIAL DATA

### FINANCIAL STATEMENT

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

### SURETY INFORMATION

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

Yes  No

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

### BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes  No

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

### PENDING LITIGATION

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

litigation, lien, or claims against any participant in the proposal.

**EXHIBIT "J"**

**LISTING OF SUBCONTRACTORS (Required with Bid Submittal)**

Subcontractor 1- Business Name:	Contact Name & Number:
Area of Specialty:	# of Yrs. Contracted With:
Subcontractor 2-Business Name:	Contact Name & Number:
Area of Specialty:	# of Yrs. Contracted With:
Subcontractor 3-Business Name:	Contact Name & Number:
Area of Specialty:	# of Yrs. Contracted With:

Exhibit "K"

**SAMPLE**

**PLEASANT VALLEY RECREATION AND**

**PARK DISTRICT CONTRACT SERVICES**

**AGREEMENT FOR**

**LANDSCAPE MAINTENANCE SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day

of \_\_\_\_\_ 20\_\_, by and between the Pleasant Valley Recreation and Park District, a municipal corporation ("District"), and \_\_\_\_\_ ("Contractor"). The

term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

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

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

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

**1.4 Licenses Permits Fees and Assessments.** Contractor shall obtain at its sole cost

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

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

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

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

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

## **2.0 COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon

completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

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

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

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any

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

~~3.4~~ 3.4 ~~Term.~~ Term. The term of this Agreement ("Term") shall be XXXXX (X) years ~~commencing on Click or tap here to enter text. and ending on Click or tap here to enter text. Upon mutual written agreement by both parties, the Term of this Agreement may be extended for XXXXX (X) additional XXXXX (X) year terms ("Renewal Term") on the same terms and conditions contained herein no less than 120 days prior to expiration of initial term or the then current renewal term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion.~~ Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than

3.53.4

#### 4.0 COORDINATION OF WORK

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

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

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

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

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

## **5.0 INSURANCE AND INDEMNIFICATION**

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

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$~~12~~2,000,000 per occurrence for all covered losses and no less than \$~~24~~24,000,000 general aggregate and no less than \$~~24~~24,000,000 for products/completed operations aggregate.

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

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

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

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

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

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

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

## 5.2 Indemnification.

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

services under this Agreement.

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

## 6.0 RECORDS AND REPORTS

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

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

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

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

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to

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

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

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

**7.4 Termination Prior to Expiration of Term.** Either party may terminate this Agreement at any time, with or without cause, upon ~~thirty-one hundred and twenty days (30120)~~ **thirty-one hundred and twenty days (30120)** days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

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

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

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

## **8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

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

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

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

## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

**DISTRICT:**

PLEASANT VALLEY RECREATION & PARK DISTRICT,

a municipal corporation

By: \_\_\_\_\_

Board Chair

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

\_\_\_\_\_  
Tiffany J. Israel, General Counsel

**CONTRACTOR:**

[insert company name here]

[address ]

a [California corporation]

By: \_\_\_\_\_

Name: [insert name here]

Title: [insert title]

By: \_\_\_\_\_

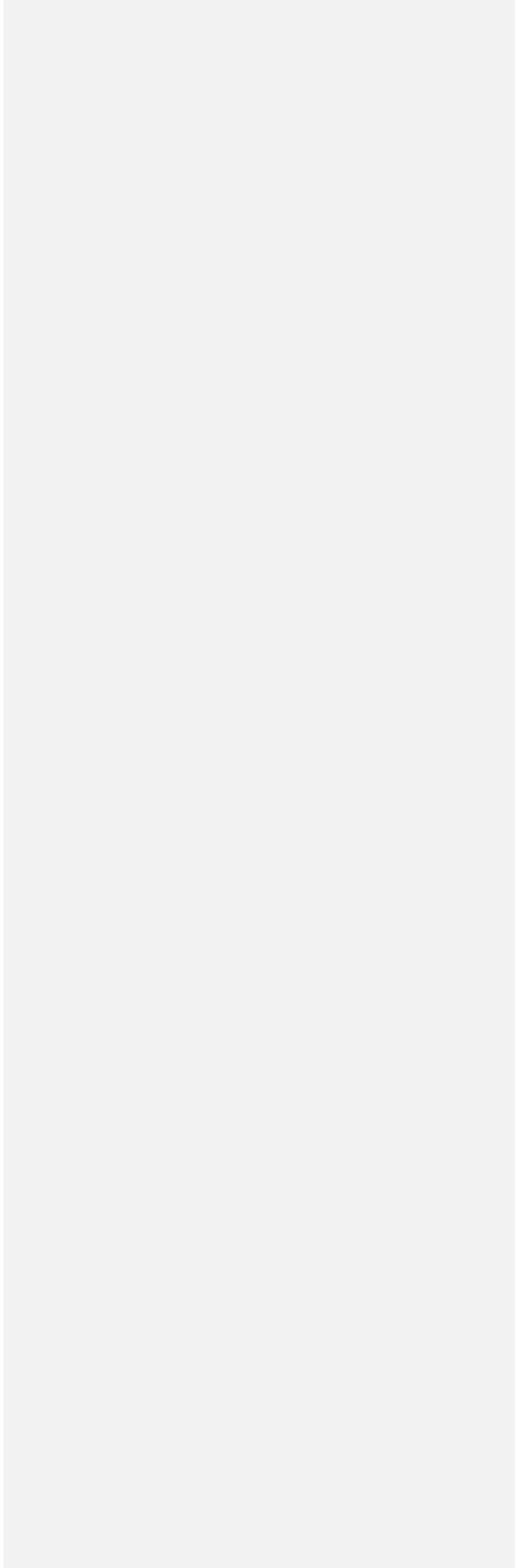
Name: [insert name here]

Title: [insert title]

By: \_\_\_\_\_

Name: Title:

Address:



{insert name here} {insert title}

{insert address} {insert address} {insert address}

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Jennifer Strain, Administrative Analyst**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND APPROVAL TO ISSUE A  
REQUEST FOR PROPOSALS FOR CUSTODIAL  
SERVICES AT PLEASANT VALLEY FIELDS SPORTS  
COMPLEX**

**SUMMARY**

Pleasant Valley Recreation and Park District Staff are seeking authorization from the Board to issue a Request for Proposal for custodial maintenance services of park restrooms and amenities at Pleasant Valley Fields. District staff's goal is to ensure the facilities at Pleasant Valley Fields are maintained to remain at the standard the community is accustomed to, year-round.

**BACKGROUND**

On March 1, 2021, the District entered into an agreement with Brightview Landscape Services, Inc. (Brightview) for landscaping and custodial maintenance services at Pleasant Valley Fields for a term of three (3) years. Brightview was responsible for performing all landscaping maintenance as well as the cleaning and sanitation of all park restrooms and amenities seven (7) days a week for the duration of the agreement. Due to restricted availability and inflating costs of materials for maintaining landscaping services, Brightview exercised their right to terminate the agreement prior to expiration. To prevent any interruption to the use of park facilities and fields, District staff assumed landscape and custodial maintenance services on April 1, 2023.

In order to address the immediate needs of continued landscaping and custodial maintenance of park facilities and amenities at Pleasant Valley Fields, the District has met with the Liaison Board Committee. Based on recommendations from Staff along with the guidance from the Liaison Committee, the District has decided to seek out independent contractors for landscaping and custodial maintenance services through separate Requests for Proposals.

**ANALYSIS**

Pleasant Valley Fields is the District's premier sports park, providing a home to local and traveling sports teams. Based on the volume of park occupancy during regular and special use, the District is not staffed sufficiently to provide custodial services to ensure facilities and amenities are regularly maintained at the level an independent contractor could. The District seeks to address these custodial maintenance needs by entering into an agreement with an independent contractor of sufficient qualifications.

The District anticipates that by entering into an agreement with a custodial contractor, the needs of the facilities will be better met through expertise and a direct focus on custodial services. The essential services requested consist of once daily park restroom and amenities cleaning, sanitation, and maintenance when there is no field use or field closure scheduled. During regular season games, tournaments, and special events, restroom and amenities cleaning, sanitation and maintenance will be required for the majority of the scheduled park occupancy hours. The contractor will be responsible for ensuring restrooms and amenities meet District standards through regular inspection and monthly status reports.

### **FISCAL IMPACT**

Authorization of a Request for Proposals has no fiscal impact on the District. Upon receipt of proposal bids, the District will return to the Board of Directors to award a contract which will have a fiscal impact.

### **RECOMMENDATION**

It is recommended that the Board of Directors review and approve the Request for Proposals for Custodial Services at Pleasant Valley Fields Sports Complex.

### **ATTACHMENTS**

- 1) PVF Custodial – RFP 2023 (21 pages)
- 2) PVF Custodial – Draft Agreement 2023 (42 pages)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
REQUEST FOR PROPOSALS FOR  
CUSTODIAL SERVICES FOR PLEASANT VALLEY FIELDS  
SPORTS COMPLEX**

**SPECIFICATION NO. 23-XX**



**RFP RELEASE DATE:**

**July 6, 2023**

**PROPOSALS DUE:**

**August 21, 2023, by 2:00 PM**

**DELIVER PROPOSALS TO:**

**Administrative Office**

**Pleasant Valley Recreation & Park District**

**1605 E. Burnley Street, Camarillo, CA 93010**

**Phone: (805) 482-1996**

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES  
AT PLEASANT VALLEY FIELDS**

**1.1 ANNOUNCEMENT**

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

**1.2 PROCEDURES INVITING PROPOSALS**

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

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: [www.pvrpd.org](http://www.pvrpd.org).

**INSTRUCTIONS TO BIDDERS:**

1. **SEALED** bids, addressed to District Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: Matthew Parker, Park Services Manager must be received at the above address no later than August 21, 2023 2:00 PM for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park maintenance at the specifications and standards in these bid documents.
  - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
  - Sealed envelopes shall be clearly marked on the outside as follows: **2023-2024 PV Fields Custodial Services Bid** with the name of the submitting Vendor in the upper left-hand corner of the envelope.
2. Addendum. All questions must be emailed only and must be received by August 11, 2023 at 5:00 PM. Only answers issued by Addenda will be binding. All addenda will be published / posted on the District Pleasant Valley Recreation and Parks website <https://www.pvrpd.org/>.
3. Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.

[Type here]

4. The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.
5. The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
6. All companies bidding on this project must include the information outlined in the **ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST** such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements, and other items requested in this bid document.
7. Any resulting contract is subject to Award of Bid and approval by the District Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is **MM DD, 2023 through MM DD, 202?**. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
8. Any alterations, additions, or deletions, to either the instructions to bidders, or the proposal form shall constitute the bid(s) as unacceptable.
9. Contractor is required to provide the District a performance bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).
10. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

### 1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

[Type here]

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than August 21, 2023, 2:00 PM
- No late proposals will be accepted.
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The five (5) copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

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

- Bids received after the above date and time will not be considered. **Please note that FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

#### 1.4 FORM AND STYLE OF PROPOSALS

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

#### 1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a **XX (X) year period from MM DD, 2023 through MM DD, 202? with the option to renew for up to a maximum of XX (X) additional XX (X)-year periods for a combined maximum of XX (X) years.** The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 120 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

[Type here]

**1.6 CONTRACTOR'S LICENSE**

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

**1.7 AFFIRMATIVE ACTION**

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

**1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE**

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

- Solicit Proposals for Services July 6, 2023
- Mandatory Job Walk July 25, 2023, 9:00 AM  
*200 Westpark Ave, Camarillo, CA*
- Questions in by August 11, 2023
- Proposals Due August 21, 2023, 2:00 PM
- Interviews (if needed) August 29 – 30, 2023
- District Board Meeting September 6, 2023
- Contract Commences No Later Than October 1, 2023

**1.9 RIGHT TO REJECT PROPOSAL(S)**

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

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

[Type here]

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

#### **1.10 WAGES**

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relation to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination. Contractor further understands and agrees as follows:

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

#### **1.11 MANDATORY JOB WALK**

There will be a mandatory job walk with the Park Services Manager and/or Designee on **July 25, 2023**, at **Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **9:00 AM** at the parking lot located at the western end of the park.

[Type here]

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered non-responsive and rejected.

**1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES**

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

**1.13 CONTRACTOR'S EXAMINATION OF SITE**

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

**1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES**

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

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

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

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

**1.15 EMERGENCY INFORMATION**

[Type here]

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

**1.16 OTHER PERMITS, FEES, AND LICENSES**

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license and a D.I.R. number** for the duration of the contract.

[Type here]

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
LANDSCAPE MAINTENANCE SERVICES at PLEASANT VALLEY FIELDS**

**GENERAL REQUIREMENTS**

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality, and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
2. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has carefully checked all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
4. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
5. The fee proposal shall be submitted in a separate, sealed envelope.
6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided custodial maintenance services during the past **five (5) years**. Said list shall include the current name and telephone number of the proposer's contact person.

**\*NOTE:** A proposer must have a current (within past two (2) years) custodial maintenance service contract with a municipality or special park district of equivalent size and equivalent custodial services to be deemed a qualified company.

[Type here]

7. Proposals shall include a list of ALL equipment that will be used for custodial maintenance used exclusively at Pleasant Valley Fields.  
**\*NOTE:** The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.
8. Proposals will be evaluated based on:
  - a. Qualifications of the Proposer
  - b. References
  - c. Proposed Fee - The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
  - d. Completeness of the proposal and compliance with the required format.
  - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
  - f. Experience in landscape services for similar sized projects.
  - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
11. The District is not obligated to award a contract and reserves the right to reject all proposals.
12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.

[Type here]

14. The contract shall commence MM DD, 2023 through MM DD, 202? with annual renewal options as described above.
15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff's recommendation for contract award, all contact with the District shall be through:

**Matthew Parker**

*Park Services Manager*

Pleasant Valley Recreation and Park District

1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 301

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

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

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

1. General Requirements (signed)
2. Already have a D.I.R (Department of Industrial Relations) number
3. Proposal and Proposer's Certification(s)
4. List of Qualifications (References' List)
5. List of Equipment / Equipment Plan
6. Statement of Transition Plan
7. Staff Allocation/ Organizational Chart
8. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)
9. Labor and Material Bond
10. Financial Information
11. List of Subcontractors
12. Schedule of Holidays off

[Type here]

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

**SIGNATURE:** Electronic Signatures Acceptable

**DATE:** Click or tap here

**NAME (PRINT):** ENTER FIRST AND LAST NAME

**TITLE:** Click or tap here to enter text.

**COMPANY:** Click or tap here to enter text.

**COMPANY ADDRESS:** Click or tap here to enter text.

**DIR #:** Click or tap here to enter text.

**CONTACT PERSON:** Click or tap here to enter text.

**PHONE NUMBER:** Click or tap here to enter text.

**EMAIL:** Click or tap here to enter text.

***(CHECKLIST ON NEXT PAGE)***

[Type here]

## **PROPOSER'S CHECKLIST**

These items are to be turned in with your sealed bid or proposal.

General Requirements - <i>Signed</i>	
D.I.R. (Department of Industrial Relations) Number	
Proposal & Bid Tabulation Forms	
List of Bidder's Qualifications	
Statement of Transition Plan (Exhibit E)	
Faithful Performance Bond (Exhibit F)	
Labor & Material Bond (Exhibit G)	
Financial Information (Exhibit I)	
List of Subcontractors – <i>if needed</i> (Exhibit J)	
Schedule of Holidays Off (format of your preference is acceptable)	

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

[Type here]

**SUBMISSION OF BID**

**Sealed Bids should be submitted by August 21, 2023, at 2:00 PM**

Pleasant Valley Recreation and Park District

**Attn.: Matt Parker, Park Services Manager**

1605 E. Burnley St. Camarillo CA 93010

***Bids received after the above date and time will not be considered.***

\*Note: Fax or emailed bids will not be accepted\*

**BID TABULATION & PROPOSAL FORMS**

The monthly and annual compensation for the initial three years of the contract term and the optional term extensions will be the rates set forth below, which shall not be increased.

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

**BID TABULATION FORM**

	<b>Term Year</b>	<b>Cost of Services <i>Per Month</i></b>
<b>Park Restrooms and Amenities Custodial Maintenance 7 days x 52 weeks (excluding observed holidays)</b>	<i>Year One</i>	
	<i>Year Two</i>	
	<i>Year Three</i>	
	<i>Year Four</i>	
	<i>Year Five</i>	

[Type here]

**SUPPLEMENTAL UNIT PRICE FORM**

a.	Unscheduled Extra Work – Restroom monitor, cleaning, and trash removal. Park Amenities cleaning, litter pickup and trash removal	\$ _____/hour for 1 staff
b.	Power wash restroom floor surfaces	\$ _____/hour for 1 staff
c.	Power wash park benches and tables	\$ _____/hour for 1 staff
d.	Power wash park concrete surfaces	\$ _____/hour for 1 staff
e.	Power wash trash receptacles	\$ _____/hour for 1 staff

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip  
Code

[Type here]

## BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of **XX** months starting **MM DD, 2023 and extending until MM DD, 202?**, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

**SUBMITTED TO:**

Pleasant Valley Recreation and Park District  
Attention: Matthew Parker Park Services Manager  
1605 E. Burnley St., Camarillo, California 93010

**SUBMITTED BY:**

\_\_\_\_\_  
(Legal Name of Company, Corporation or Joint Venture)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

	Monthly Cost	Yearly Cost (12 Months)	Contract Cost (XX months)
Park Maintenance (Y1)	\$ _____	\$ _____	
Park Maintenance (Y2)	\$ _____	\$ _____	
Park Maintenance (Y3)	\$ _____	\$ _____	
Park Maintenance (Y4)	\$ _____	\$ _____	
Park Maintenance (Y5)	\$ _____	\$ _____	\$ _____

[Type here]

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be started MM DD, 2023.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **90 days** following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. 1 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_  
Addendum No. 3 \_\_\_\_\_  
Addendum No. 4 \_\_\_\_\_  
Addendum No. 5 \_\_\_\_\_  
Addendum No. 6 \_\_\_\_\_

By: \_\_\_\_\_ (Witness)

Seal (If Bidder is a Corporation)

Signed

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary of Corporation

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number

[Type here]

**EXHIBIT “C”**

**LIST OF BIDDER’S QUALIFICATIONS (Required with Bid Submittal)**

DATE SUBMITTED \_\_\_\_\_

All questions must be answered, and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder \_\_\_\_\_

2. Permanent main office address \_\_\_\_\_

3. If a corporation, where incorporated \_\_\_\_\_

4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?

\_\_\_\_\_  
\_\_\_\_\_

5. Are you licensed as a contractor in the State of California? Yes \_\_\_ No \_\_\_ If “Yes”, please provide contractor numbers?

\_\_\_\_\_

6. Please provide the current number of employees, in this branch that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.

\_\_\_\_\_  
\_\_\_\_\_

7. Describe the current type of work performed by your firm?

\_\_\_\_\_  
\_\_\_\_\_

8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.

9. Has your firm ever failed to complete any work awarded to you or exited a contract early?

Yes, \_\_\_ No \_\_\_ If "Yes", where, and why

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10. Has your firm ever defaulted or been terminated on a contract?

Yes \_\_\_ No \_\_\_ If "Yes", where, and why

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11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, sports field, or golf-maintenance.

Firm Name  
Information

Contract Value

Contact

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

12. Are any lawsuits pending against you or your firm currently?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

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13. Have any charges been filed against you or your firm or the bidding entity with the California Center of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

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14. Provide bank reference \_\_\_\_\_

15. What are the limits of your firm's public liability? DETAIL.

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16. What is your firm's bond limitations? \_\_\_\_\_

17. Please provide a detailed financial statement for your firm with the bid submittal.

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the District in verification of the recitals composing this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

STATE OF

\_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn/Subscribed to before me personally appeared \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT  
CONTRACT SERVICES AGREEMENT FOR  
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

This Contract Services Agreement (“Agreement”) is made and entered into this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and [Click or tap here to enter text.](#) (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1. SERVICES OF CONTRACTOR**

- 1.1 **Scope of Services:** In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.
- 1.2 **Contractor’s Proposal:** The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.
- 1.3 **Compliance with Law:** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency having jurisdiction. The Contractor 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 service, but not limited to, physical distancing, use of appropriate sanitation practices, etc.
- 1.4 **Licenses, Permits, Fees and Assessments:** Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement; and shall indemnify, defend, and hold harmless District against any claim for such fees, assessments, taxes, penalties, or interest levied, assessed or imposed against District hereunder.
- 1.5 **Familiarity with Work:** By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (s) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.
- 1.6 **Additional Services:** District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra

work beyond that specified in the scope of services or make changes by altering, adding to, or deducting from said work. Contractor may have to respond to unscheduled or emergency work during or after regular business hours. This work shall be performed on a time and materials basis in accordance with the costs listed in *Exhibit C*." No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

- 1.7 **Special Requirements:** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached thereto as *Exhibit B* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit B* and any other provisions of this Agreement, the provisions of *Exhibit B* shall govern.
- 1.8 **Environmental Laws:** Contractor shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2. COMPENSATION

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

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said

fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

- 2.2 Method of Payment:** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1<sup>st</sup>) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. The Parks Services Manager is then responsible for attaching verification of required monthly inspection report for any payment to be processed. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.
- 2.3 Availability of Funds:** It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### 3. PERFORMANCE SCHEDULE

- 3.1 Time of Essence:** Time is of the essence in the performance of this Agreement.
- 3.2 Schedule of Performance:** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Scope of Work" and "Technical Provisions" attached hereto as "*Exhibit A*," and "*Exhibit D*" if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the period(s) specified in the Scope of Work and Technical Provisions may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.
- 3.3 Force Majeure:** The time period(s) specified in the Scope of Work (*Exhibit "A"*) and Technical Provisions (*Exhibit "D"*) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restricts, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgement of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be

entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

- 3.4** **Term:** The term of this Agreement ("Term") shall be XXXXX (X) years commencing on [Click or tap here to enter text.](#) and ending on [Click or tap here to enter text.](#) Upon mutual written agreement by both parties, the Term of this Agreement may be extended for XXXXX (X) additional XXXXX (X) year terms ("Renewal Term") on the same terms and conditions contained herein no less than 120 days prior to expiration of initial term or the then current renewal term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion.

#### 4. COORDINATION OF WORK

- 4.1** **Representative of Contractor:** [Click or tap here to enter text.](#) is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

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

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

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

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

## 5. INSURANCE AND INDEMNIFICATION

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

5.1.1 **Commercial General Liability Insurance:** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

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

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

5.1.4 **Professional Liability or Error and Omissions Insurance:** A policy of \$N/A Insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District. All the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees, and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All said policies of insurance shall provide that said insurance may not be cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with

this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or Binders are approved by District. Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or the Key Rating Guide, and only if they are of a financial category Class VII or better unless such requirements are waived by the Risk Manager of the District due to unique circumstances. In the event the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

## **5.2 Indemnification:**

- 5.2.1 Indemnity for Professional Liability:** When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.
- 5.2.2 Indemnity for Other than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

### 5.3 Bonds Required.

The required bonds in the amounts required shall be furnished by the Contractor to the District, on the forms set forth in Exhibit "E", "Faithful Performance Bond" and Exhibit "G", "Labor & Material Bond", attached hereto, and approved by the District 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 ANNUAL 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 ANNUAL 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 that have been approved in writing to perform in whole or part the services required herein.

**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 to 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.

## 6. RECORDS AND REPORTS

- 6.1 **Reports:** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.
- 6.2 **Records:** Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.
- 6.3 **Ownership of Documents:** All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

## 7. ENFORCEMENT OF AGREEMENT

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

county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

**7.4 Termination Prior to Expiration of Term:** Either party may terminate this Agreement at any time without cause, upon 120 days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

Nothing herein contained shall be deemed a limitation upon the right of Contract Officer to terminate this Agreement at any time upon 30 days' written notice after default by Contractor and the failure of such party to cure such default after notice and opportunity to cure as provided in Exhibit "B."

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

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

## 8. DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 **Non-Liability of District Officers and Employees:** No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 **Conflict of Interest; District:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is interested, in violation of any State statute or regulation.
- 8.3 **Conflict of Interest; Contractor:** Contractor warrants that is has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict-of-interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.
- 8.4 **Covenant Against Discrimination:** Contractor covenants that, by and for itself, its executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## 9. MISCELLANEOUS PROVISIONS

- 9.1 **Notice:** Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the

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

- 9.2 Interpretation:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 9.3 Integration: Amendment:** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements, and understandings, if any between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.
- 9.4 Severability:** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.5 Corporate Authority:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(Signatures on next page)

**10. SIGNATURES**

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

**DISTRICT:**

PLEASANT VALLEY RECREATION & PARK DISTRICT, a municipal corporation

By: \_\_\_\_\_  
Board Chair, Elaine Magner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
District Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

\_\_\_\_\_  
Tiffany J. Israel, General Counsel

**CONTRACTOR:**

Click or tap here to enter text.  
a [California corporation]

By: \_\_\_\_\_

By:

Name: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.  
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**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT  
CONTRACT SERVICES AGREEMENT FOR  
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**EXHIBIT "A"  
SCOPE OF WORK**

The following sets forth the requirements for this Custodial Services Agreement for the Pleasant Valley Fields Sports Complex located at 200 Westpark Court, Camarillo, California, 93012.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with California Occupational Safety and Health Administration (Cal/OSHA) and all other applicable requirements for these services. All equipment must be used in a safe manner.

The Custodial Services Agreement includes services based on the outlined maintenance standards and specifications.

**1.1** Contractor agrees to provide at their own cost and risk all labor, equipment, materials, supplies, tools, and transportation necessary for the satisfactory performance required for cleaning of restroom areas, waste receptacles, benches, tables, bollards, and water fountains as follows:

- Westside Restrooms
- Central Restrooms
- Eastside Restrooms
- Park Amenities – Benches, tables, bollards, water fountains

Contractor agrees to install toilet paper and hand soap provided at the cost of the Contract Officer.

**1.2** Contractor agrees District park restrooms and amenities shall be serviced seven (7) days a week, excluding Thanksgiving Day, Christmas Day, and New Year's Day. Park restrooms shall be open to the public no later than 9:00 AM Monday through Friday. Park restrooms shall be open to the public no later than 7:00 AM and services are required until 5:00 PM Saturday and Sunday. During tournaments or special events, services are required from 6:00 AM until 9:00 PM Saturday and Sunday. District agrees to provide Contractor with complete schedule of games, tournaments, or special events no less than seven (7) days in advance. During scheduled seasonal field closures, park restrooms shall be open to the public no later than 7:00 AM Saturday and Sunday. Contractor agrees to perform all work necessary to complete the contract in a manner acceptable to the District. This work shall include, but is not limited to, the following:

**A. Park Restrooms**

1. Pick-up and disposal of litter in and around restroom facility.
2. Empty trash receptacles and replace liner(s) including sanitary trash receptacles in toilet stalls.
3. Sweep and mop floors with cleaner/disinfectant.
4. Clean partitions, walls, doors, and ceiling with cleaner/disinfectant.
5. Clean sinks with a cleaner/disinfectant.

6. Clean mirrors
  7. Clean toilets and urinals with a cleaner/disinfectant.
  8. Replenish toilet paper and hand soap.
  9. Wet mop/hose the entire floor surface using cleaner/disinfectant. Must dry floors with a dry mop before opening to the public.
  10. Neutralize any offensive odors.
  11. Remove spitballs, chewing gum, cobwebs, stickers, and other foreign materials from fixtures, partitions, walls, doors, ceilings, vents, etc.
  12. Remove graffiti with a District approved graffiti remover. If graffiti cannot be removed with said cleaner, Contractor shall notify the Contract Officer within one (1) hour of discovery, but no earlier than 7:00 AM.
  13. If there are any acts of vandalism or theft, Contractor shall notify the Contract Officer immediately upon discovery.
  14. Contractor shall lock restroom during periods of inclement weather, as directed by the Contract Officer. Contractor shall open restrooms as weather conditions allow, per the direction of the Contract Officer.
  15. Contractor shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by District.
  16. Contractor shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the Contract Officer immediately upon discovery.
  17. If any restroom fixtures (i.e., toilets, sinks, urinals, etc.) are determined to be inoperable, including minor toilet clogs, Contractor shall make every reasonable attempt to resolve it. If Contractor cannot restore operation, Contractor shall cover said fixture with a black plastic trash can liner, tape liner edges shut, and notify the Contract Officer immediately.
- B. Park Amenities
1. Remove spitballs, chewing gum, cobwebs, stickers, and other foreign materials from all park amenities.
  2. Clean water fountains with a cleaner/disinfectant.
  3. Clean benches and tables with a cleaner/disinfectant.
  4. Pick up and dispose of litter in and around park grounds.
  5. Empty trash receptacles and replace liner(s).
  6. Remove graffiti with a District approved graffiti remover. If graffiti cannot be removed with said cleaner, Contractor shall notify the Contract Officer within one (1) hour of discovery, but no earlier than 7:00 AM.
  7. If any park amenities (i.e., water fountains, trash receptacles, benches, tables, etc.) are determined to be inoperable, Contractor shall cover said fixture with a black plastic trash can liner, tape liner edges shut, and notify the Contract Officer immediately upon discovery.
  8. Contractor shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by District.
  9. If there are any acts of vandalism or theft of any park amenities (i.e., water fountains, trash receptacles, benches, tables, etc.), Contractor shall notify the Contract Officer immediately upon discovery.

- C. All trash receptacles and trash enclosure doors shall be power washed one (1) time per month.

Contractor is advised of the following anticipated park regular soccer game occupancy and tournament schedule, subject to changes as needed, to ensure sufficient staffing to perform all work necessary:

Regular Spring Soccer Games – 2000 individuals between the hours of 9:00 AM and 5:00 PM on Saturday and 500 individuals between the hours of 10:00 AM and 4:00 PM on Sunday.

Regular Fall Soccer Games – 2000 individuals between the hours of 6:00 AM and 4:00 PM on Saturday and 1000 individuals between the hours of 9:00 AM and 4:00 PM on Sunday.

Regular Tournaments – January; third and fourth weekends. March; second and third weekends, May; first and third weekends, July; third and fourth weekends, September; Labor Day weekend.

Contractor is advised of the following anticipated seasonal field closures, subject to changes as needed, to ensure sufficient staffing to perform all work necessary. Contractor will be given schedule of field closures no less than seven (7) days prior to closure.

Spring – Second week of March through third week of April

Summer – Second week of June through third week of July

Fall/Winter – Fourth week of November through first week of January

### **1.3 EXTRA WORK**

Extra work performed must be authorized by the Contract Officer and shall not be considered when calculating regular monthly services and shall be billed separately to the District. The invoice for extra work shall show the name of the project or special event. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor based on Exhibit “C” – Supplemental Unit Cost Form. Although it is not anticipated, the District reserves the right to order any, all, or none of the work described. Extra work may be required outside of normal business hours or on an emergency basis as requested by the District.

### **1.4 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR**

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of service. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park’s facilities.

These supplies and materials shall include, but are not limited to:

- Trash receptacle liners
- Cleaning and sanitation liquids, solutions, compounds, or powders

- Graffiti remover

### **1.5 CONTRACTOR STAGING AREA**

The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement. Storage closets will be provided at each restroom building. Storage for a utility cart and other equipment will be provided.

### **1.6 CONTRACTOR UTILITY CARTS AT DISTRICT PARKS**

Contractor is permitted to drive District approved utility carts equipped with turf tires within park grounds as needed while performing services. In case of a weather event which compromises turf conditions, such as one quarter of an inch of rainfall or a major frost, Contractor shall seek District guidance prior to driving on park turf. Contractor must park all carts in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for restoring it back to the original condition.

**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT  
CONTRACT SERVICES AGREEMENT FOR  
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**EXHIBIT "B"  
SPECIAL REQUIREMENTS**

**1. LEVEL OF MAINTENANCE:**

- A. All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "D") at established frequencies to maintain the aesthetic appearance, and usefulness of park restrooms and park amenities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Scope of Work (Exhibit "A") and Technical Provisions (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.
- B. The District shall make routine inspections of all facility areas included in this Agreement and shall advise the Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference.
- C. The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District. Said compensation to the District shall be deducted from Contractor's next payment.

**2. DEFICIENCIES:**

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

- A. Deficiency Notice: The Contractor must correct deficiencies within five (5) working days after notification by District.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed within 5 days, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Instead, upon such occurrence, the Contractor will be compensated as determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
  - a. **Performance deficiency:** Examples include failure to comply with

conditions, specifications, reports, schedules and/or directives from Authorized Representatives; Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.

- b. **Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative:** May result in a deduction of up to \$250 per instance per workday.
- c. **Failure to protect public health and/or correct safety concerns:** These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- d. **Failure to comply with water restrictions imposed by the Water Authority:** May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.

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

### **3. CONTRACTOR'S EMPLOYEES**

#### **A. Work Force; Background Checks**

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

Contractor will provide its Personnel with all training necessary for the successful performance of the requested services. Training will include safety procedures; the proper use of all equipment and materials; and the proper procedures for the sorting and disposal of materials and waste.

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

#### **B. Contractor's Representative**

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

#### **C. Reporting**

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

**4. FACILITY OUT OF USE**

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists, and that the facility is out of use. In such event, contract services for that area may be suspended on twenty-four (24) hours' notice. Contractor shall not be compensated for any park area or District facility that is out of use during any period of time that Contractor does not provide maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

**5. DAMAGES**

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

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

Any work performed by the Contractor, as described in this Section 5, shall be considered as extra work, and shall be paid for as "Extra Work" under these specifications.

**6. CHEMICAL CONTROL**

Contractor shall comply with all rules and regulations of the California Occupational Safety and Health Administration (Cal/OSHA), and all other state or and local agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but is not limited to; any solution, liquid, compound, or powder used for the purpose of cleaning, disinfecting, neutralizing odor, removing residues or gum, or removing paint on bathroom facilities and park amenities.

The Contractor shall submit a list of all chemicals proposed for use under this contract for approval by the Parks Services Manager.

**7. SOUND CONTROL REQUIREMENTS**

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

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

**8. AIR POLLUTION**

Contractor shall comply with all Ventura County air pollution rules, regulations, ordinances,

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

**9. REMOVAL AND DIVERSION OF DEBRIS**

Contractor shall promptly remove all debris accumulated because of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated. Debris is defined as cardboard boxes, plastic bottles, cans, empty containers, trash, and other articles discarded in park restrooms, amenities, and open space. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be included as part of the Contractor's proposal price.

**10. AUTHORITY OF THE PARK SERVICES MANAGER**

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

**11. SUSPENSION OF CONTRACT**

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Park Services Manager or designee, within the time specified in such notice, the District Board of Directors may suspend or terminate this Agreement in the Board's discretion.

Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

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

## **12. LAWS TO BE OBSERVED**

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

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

Contractor shall be aware that sections of the irrigation systems are supplied with recycled water. All labor shall be performed in accordance with the rules and regulations of the California Department of Public Health.

## **13. WAGES**

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relation to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination. Contractor further understands and agrees as follows:

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

**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT  
CONTRACT SERVICES AGREEMENT FOR  
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**EXHIBIT "C"  
SCHEDULE OF COMPENSATION **OPTION 1****

The monthly and annual compensation for the initial three (3) years of the contract term and the two (2) one-year extension terms will be the rates set forth below and shall not be increased. This Agreement also includes compensation not to exceed five thousand dollars and no cents each year for Extra Work, if requested by the District in writing. Extra Work will be compensated at the rates listed below. Any amount exceeding this threshold, per year, will require a written contract amendment by the District Board of Directors.

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

	<b>Term Year</b>	<b>Cost of Services Per Month</b>
<b>Park Restrooms and Amenities Custodial Maintenance 7 days x 52 weeks (excluding observed holidays)</b>	<i>[Y1 DATE RANGE]</i>	\$ XXX,XXX.XX
	<i>[Y2 DATE RANGE]</i>	\$ XXX,XXX.XX
	<i>[Y3 DATE RANGE]</i>	\$ XXX,XXX.XX
	<i>[Y4 DATE RANGE]</i>	\$ XXX,XXX.XX
	<i>[Y5 DATE RANGE]</i>	\$ XXX,XXX.XX

**COMPANY NAME:** [Click or tap here to enter Company Name.](#)

- |   |                     |
|---|---------------------|
| <b>A. TOTAL ANNUAL COST (FIRST YEAR)</b>  | <b>\$XXX,XXX.XX</b> |
| <b>B. TOTAL ANNUAL COST (SECOND YEAR)</b> | <b>\$XXX,XXX.XX</b> |
| <b>C. TOTAL ANNUAL COST (THIRD YEAR)</b>  | <b>\$XXX,XXX.XX</b> |
| <b>D. TOTAL ANNUAL COST (FOURTH YEAR)</b> | <b>\$XXX,XXX.XX</b> |
| <b>E. TOTAL ANNUAL COST (FIFTH YEAR)</b>  | <b>\$XXX,XXX.XX</b> |

**TOTAL (5) YEAR COMBINED NOT TO EXCEED ANNUAL COST IN WORDS:  
X HUNDRED THOUSAND X HUNDRED X DOLLARS AND XX CENTS**

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION OPTION 2**

The monthly and annual compensation for the initial three (5) years of the contract term and the two (2) one-year extension terms will be the rates set forth below and shall not be increased. This Agreement also includes compensation not to exceed five thousand dollars and no cents each year for Extra Work, if requested by the District in writing. Extra Work will be compensated at the rates listed below. Any amount exceeding this threshold, per year, will require a written contract amendment by the District Board of Directors.

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

	<b>Term Year</b>	<b>Cost of Services Per Month</b>
<b>Park Restrooms and Amenities Custodial Maintenance 7 days x 52 weeks (excluding observed holidays)</b>	[Y1 DATE RANGE]	\$ XXX,XXX.XX
	[Y2 DATE RANGE]	\$ XXX,XXX.XX
	[Y3 DATE RANGE]	\$ XXX,XXX.XX
	[Y4 DATE RANGE]	\$ XXX,XXX.XX
	[Y5 DATE RANGE]	\$ XXX,XXX.XX
	[Y6 DATE RANGE]	Y5 + CPI%
	[Y7 DATE RANGE]	Y6 + CPI%

**COMPANY NAME:** [Click or tap here to enter Company Name.](#)

- |  |                            |
|--|----------------------------|
| <b>A. TOTAL ANNUAL COST (FIRST YEAR)</b>   | <b>\$XXX,XXX.XX</b>        |
| <b>B. TOTAL ANNUAL COST (SECOND YEAR)</b>  | <b>\$XXX,XXX.XX</b>        |
| <b>C. TOTAL ANNUAL COST (THIRD YEAR)</b>   | <b>\$XXX,XXX.XX</b>        |
| <b>D. TOTAL ANNUAL COST (FOURTH YEAR)</b>  | <b>\$XXX,XXX.XX</b>        |
| <b>E. TOTAL ANNUAL COST (FIFTH YEAR)</b>   | <b>\$XXX,XXX.XX</b>        |
| <b>F. TOTAL ANNUAL COST (SIXTH YEAR)</b>   | <b>\$ YEAR FIVE + CPI%</b> |
| <b>G. TOTAL ANNUAL COST (SEVENTH YEAR)</b> | <b>\$ YEAR SIX + CPI%</b>  |

**TOTAL (7) YEAR COMBINED NOT TO EXCEED ANNUAL COST IN WORDS:**  
**X HUNDRED THOUSAND X HUNDRED X DOLLARS AND XX CENTS**

**SUPPLEMENTAL UNIT PRICE FORM**

a.	Unscheduled Extra Work – Restroom monitor, cleaning, and trash removal. Park Amenities cleaning, litter pickup and trash removal	\$ _____/hour for 1 staff
b.	Power wash restroom floor surfaces	\$ _____/hour for 1 staff
c.	Power wash park benches and tables	\$ _____/hour for 1 staff
d.	Power wash park concrete surfaces	\$ _____/hour for 1 staff
e.	Power wash trash receptacles	\$ _____/hour for 1 staff

Click or tap here to enter text.  
text.  
 Company Name

Click or tap here to enter  
 Witness Name

\_\_\_\_\_  
text.  
 Signature

Click or tap here to enter  
 Date

Click or tap here to enter text.  
 [Company] Address

Click or tap here to enter text.  
 City

Click or tap here to enter text.  
 State

Click or tap here to enter text.  
 Zip Code

**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT  
CONTRACT SERVICES AGREEMENT FOR  
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**EXHIBIT “D”  
TECHNICAL PROVISIONS & LEVELS OF SERVICE**

The following sets forth the requirements for this Custodial Services Agreement for the Pleasant Valley Fields Sports Complex located at 200 Westpark Court, Camarillo, California, 93012.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with California Occupational Safety and Health Administration (Cal/OSHA) and all other applicable requirements for these services. All equipment must be used in a safe manner.

**A. TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS**

The desire and intent of the District is to maintain park restrooms and amenities to provide park occupants with clean, sanitary, and useful facilities with little to no frustration on the part of the District or its residents.

The Contractor will provide monthly reports, see Exhibit “H” for example, to document the execution of the standards being maintained. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

**2.1 GENERAL STANDARDS AND PROCEDURES**

- A. Contract payment will be monthly, based on a detailed invoice provided to the District from the Contractor and submission of the required Monthly Report. The billing of services will be a per unit or per month price submitted as a total monthly invoice.
- B. Work shall be conducted seven (7) days a week, Monday through Sunday. On occasion the District may direct workflow or projects to be performed so as not to interfere with park and facility activities.
- C. Additions to the Contract, are based on unit prices as set forth in Contractor’s bid (refer to Supplemental Unit Price Form) or the District will request a proposal for additional services and will add such services to the contract, at the District’s discretion.
- D. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- E. Contractor is required to provide a Certificate of Insurance and an Additional Insured Endorsement for the limits identified in the bid packet.
- F. Possess and present Licenses and Certifications which includes, but is not limited to:
  - i. Reclaimed Water TrainingLicenses/Certificates shall be provided with the contract and not later than 10 days after an employee change has been made. Copies of the certifications shall be provided to the District prior to commencement of the

Agreement. Should the licenses or certifications be renewed or revised, Contractor shall immediately notify and provide updated documentation to the District.

## **2.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE**

- A. Unless otherwise specified and agreed to by the District in writing, Contractor shall adhere to the schedule for recurring (daily, weekly, monthly) custodial maintenance as described below. This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. Any variations to the schedule may arise due to the following issues:
  - i. Inclement weather conditions.
  - ii. Emergencies as designated by the District.
- C. If a variation to the schedule prevents work to be carried out, Contractor is required to notify the District. The Contractor is required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- D. Contractor will be provided the various schedules maintained by the District such as pavilion and sport fields' reservations and program and special event schedules in order to schedule maintenance accordingly.

## **2.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS**

The Contractor agrees to provide inspections and reports as indicated below. Inspections and reports must be done by a competent and seasoned professional.

### **Inspection procedures:**

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the District's Parks Services Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park restrooms and amenities, and any issues of concern. The Contractor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contractor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e., damage to fixtures, restroom stall partitions, signage or lighting repairs required). Contractor and District shall mutually agree as to the format of these monthly inspection reports. The monthly invoice shall not be processed without the Monthly Report.
- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor agrees to respond and communicate via electronic mail daily.

## **2.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:**

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards. Each employee on site will be in uniform dress which includes a shirt, pants, and cap. Uniform shirts shall have the

employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material, and style. Contractor vehicles will be clean and clearly marked with company name.

- C. The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.
- D. The Contractor's employees shall wear hard-soled shoes at all times while on duty at the District. Soft soled shoes such as athletic shoes and similar footwear shall not be permitted.
- E. Contractor's employees shall behave and operate in an environmentally and professionally sound way so as not to create damage or cause exposure by virtue of negligence or omission.
- F. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and is maintained so as not to endanger the operator or any person in the vicinity of operations.
- G. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e., irrigation boxes being damaged or destroyed by mower blades.
- H. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- I. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the Agreement.
- J. Contractor must provide the District with an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities prior to the commencement of work under this Agreement and must notify the District if Contractor intends to revise the chart.
- K. The Contractor will be held responsible for any damages to grass, block walls, concrete, glass, etc. that is caused by the Contractor's errors or its failure to comply with the requirements of these specifications and will be assessed a penalty based on District's assessment.
- L. Contractor is responsible for applying all chemicals in a safe manner consistent with the manufacturer's label directions and federal and state laws and regulations. Contractor shall comply with all of the California Occupational Safety and Health Administration (Cal/OSHA) Hazard Communication Standards for Safety Data Sheets. Restricted materials, if necessary, shall be used, and possessed only in accordance with a permit issued by the applicable licensing regulatory body. Records of use must be maintained according to the applicable licensing regulatory body. These records shall be provided to the District with all monthly reports.
- M. If through inspection and verification, in the District's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the Contractor.
- N. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- O. Performance Bonds must be submitted each year that this Agreement is in place no later than **INSERT DATE HERE**, for the next contract year (three bonds total). Bonds shall be in the format set forth in Exhibit "F."

## **2.5 PARK AMENITIES**

- A. Picnic Tables and Benches: All picnic tables and benches shall be inspected by Contractor seven (7) days a week (Monday through Sunday) for any unsafe/hazardous conditions. All corrective measures shall be noted in Contractor's weekly inspection report. All unsafe/hazardous conditions and/or damages are to be reported to the Park Services Manager immediately upon discovery.
- B. Drinking Fountains: All exterior drinking fountains shall be inspected seven (7) days a week. Inoperable drinking fountains shall be reported to the Park Services Manager immediately upon discovery.
- C. Trash Receptacles: All trash receptacles shall be inspected by Contractor seven (7) days a week for damage. All damages are to be reported to the Park Services Manager immediately upon discovery.

## **2.6 PARK RESTROOMS**

Park restrooms shall be inspected by Contractor seven (7) days a week for any unsafe/hazardous conditions. All corrective measures shall be noted in Contractor's weekly inspection report. All unsafe/hazardous conditions and/or damages are to be reported to the Park Services Manager upon discovery.

## **2.7 TRASH/LITTER REMOVAL**

- A. Contractor agrees to check all park and facility areas for trash/litter at a minimum of once per day, at least three hundred and sixty-five (365) times per year prior to 10:00 am. The exception to this is during Tournament and Special Event weekends when trash shall be checked and emptied on an as-needed basis due to the increased volume of trash from spectators and participants to ensure a sanitary and professional appearance to the public. District will communicate with Contractor when Tournaments and Special Events are scheduled a minimum of one (1) week or seven (7) days prior to said events.
- B. Contractor shall assure complete and thorough removal of all trash, debris, and litter. Trash/Litter removal includes, but is not limited to, the removal of all visible trash from park areas and emptying park trash cans. All trash containers shall be pressure washed/steam cleaned once per month.
- C. All day-to-day trash/litter shall be removed and placed in the provided dumpsters on site, which are serviced at the District's expense. Should Contractor need a roll off bin in connection with its provision of the services under this Agreement such roll off bin shall be at Contractor's cost.

## **2.8 EMERGENCY CONTACT**

- A. Contractor shall provide the District with the names and telephone numbers of at least two (2) qualified on-call personnel who can be contacted by District representatives twenty-four (24) hours per day, seven (7) days per week, 365 days per year to act on behalf of the Contractor to respond to routine and after-hours emergencies. Upon notification by the District of emergency conditions, the Contractor shall arrive at the site and report status within one (1) hour.

**2.9 ADDITIONAL SERVICES:**

This work is to be completed in addition to the services provided under the contract at the discretion of the District, on an as needed basis, based on The Supplemental Unit Cost Form per "Exhibit C" Schedule of Compensation.





**EXHIBIT "G"**

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **PRINCIPAL**

\_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

BY: \_\_\_\_\_  
(PRINCIPAL SEAL)

**EXHIBIT "H"**  
**PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST**

Park Name: Pleasant Valley Fields

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Park Restroom Facility or Amenity	OK	Deficiency Noted	Date Corrected
<b>Restrooms (East)</b>			
1. Plumbing fixtures clean in good condition, no leaks			
2. Clean and free of graffiti			
3. Floors even and clear of debris			
<b>Restrooms (Central)</b>			
1. Plumbing fixtures clean in good condition, no leaks			
2. Clean and free of graffiti			
3. Floors even and clear of debris			
<b>Restrooms (West)</b>			
1. Plumbing fixtures clean in good condition, no leaks			
2. Clean and free of graffiti			
3. Floors even and clear of debris			
<b>Park Amenities</b>			
1. Benches in good condition, no hazards			
2. Water fountain fixtures in good condition, no leaks			
<b>Other Issues Notices</b>			
1. No Concerns			
2. Problem Fixed			
3. Potential Concerns			
4. Broken / Degraded			
5. Work Order Generated			
6. Requires Immediate Attention			

**PARK MAINTENANCE MONTHLY CHECKLIST**

**EXAMPLE**

Park Name: Pleasant Valley Fields

Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Park Restroom Facilities – East</b>		<b>Deficiencies/Corrections</b>
Plumbing fixtures clean in good condition, no leaks		
Fixtures clean and free of gum, stickers, or similar		
Walls clean and free of graffiti, gum, stickers, or similar		
Floors clean, even, and clear of debris		
Ceiling clean and free of cobwebs or “spit balls”		
Trash receptacles clean, have been power washed		

<b>Park Restroom Facilities – Central</b>		<b>Deficiencies/Corrections</b>
Plumbing fixtures clean in good condition, no leaks		
Fixtures clean and free of gum, stickers, or similar		
Walls clean and free of graffiti, gum, stickers, or similar		
Floors clean, even, and clear of debris		
Ceiling clean and free of cobwebs or “spit balls”		
Trash receptacles clean, have been power washed		

<b>Park Restroom Facilities – West</b>		<b>Deficiencies/Corrections</b>
Plumbing fixtures clean in good condition, no leaks		
Fixtures clean and free of gum, stickers, or similar		
Walls clean and free of graffiti, gum, stickers, or similar		
Floors clean, even, and clear of debris		
Ceiling clean and free of cobwebs or “spit balls”		
Trash receptacles clean, have been power washed		

<b>Park Amenities</b>		<b>Deficiencies/Corrections</b>
Water fountains clean, good condition, no leaks		
Water fountains free of graffiti, gum, stickers, or similar		
Benches clean, good condition, no damage		
Benches free of graffiti, gum, stickers, or similar		
Trash receptacles clean, have been power washed		
Trash receptacles free of graffiti, gum, stickers or similar		

**Exhibit "I"**

**FINANCIAL INFORMATION:**

**PROPOSER**

- 1) Name of Proposer \_\_\_\_\_
  
- 2) All DBA's Associated with Proposer \_\_\_\_\_  
\_\_\_\_\_
  
- 3) Address of Proposer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or \_\_\_\_\_  
\_\_\_\_\_ Explain:

\_\_\_\_\_  
Signature

**SOLE PROPRIETORSHIP STATEMENT**

If a Sole Proprietorship, furnish the following:

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

**PARTNERSHIP STATEMENT**

If a Partnership, answer the following:

1. Date of organization \_\_\_\_\_
2. General Partnership   
 Limited Partnership
3. Statement of Partnership recorded: Yes  No

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Date	Book	Page	County
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4. Certificate of limited Partnership recorded: Yes  No

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Date	Book	Page	County
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5. Has the partnership done business in Ventura County?

Yes  No  Explain: \_\_\_\_\_  
 \_\_\_\_\_

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

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown above.

8. Attach a complete copy of Partnership Agreement.

9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

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**CORPORATION STATEMENT**

If a corporation, answer the following:

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

Name of Partner	Address	% of Stock Owned

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

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7. List the following:

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

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

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

**JOINT VENTURE STATEMENT**

If a Joint Venture, answer the following:

1. Date of organization \_\_\_\_\_

2. Joint Venture Agreement or Statement recorded? Yes  No

\_\_\_\_\_

Date                      Book                      Page                      County

3. Has the Joint Venturer done business in Ventura County?

Yes  No  When? \_\_\_\_\_

4. Name and address of each Joint Venturer:

Name	Address

5. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

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## **FINANCIAL DATA**

### **Financial Statement**

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

### **Surety Information**

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

Yes  No

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

### **Bankruptcy Information**

Have you ever been declared bankrupt? Yes  No

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

### **Pending Litigation**

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

**EXHIBIT "J"**

**LISTING OF SUBCONTRACTORS (Required with Bid Submittal)**

**Subcontractor 1**

Business Name: \_\_\_\_\_

Area of Specialty: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# of Years Contracted With: \_\_\_\_\_

**Subcontractor 2**

Business Name: \_\_\_\_\_

Area of Specialty: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# of Years Contracted With: \_\_\_\_\_

**Subcontractor 3**

Business Name: \_\_\_\_\_

Area of Specialty: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# of Years Contracted With: \_\_\_\_\_

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Jennifer Strain, Administrative Analyst**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION OF SECOND AMENDMENT TO REVOCABLE COMMUNICATIONS SITE LICENSE AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND NEW CINGULAR WIRELESS PCS, LLC**

**SUMMARY**

The Pleasant Valley Recreation & Park District (District) and New Cingular Wireless PCS, LLC by AT&T Mobility Corporation (Carrier), have been in a site license agreement since March 1, 2006, for the purpose of leasing District property at Bob Kildee Community Park for the operation of a wireless telecommunications facility, typically referred to as a cell tower.

**BACKGROUND**

The District currently has three (3) operating cell towers located at Bob Kildee and Mission Oaks Community Parks, for the AT&T and T-Mobile networks, and has five (5) additional cell towers in various stages of progress. The cell towers that are currently operating on District property, or are in-progress, are as follows:

Property	Network	Initial Term	Renewal Years	Ext. Terms	2023 Rent	Annual % Increase
<b>Bob Kildee</b>	AT&T Mobility	3/1/2006 7/31/2011	2011, 2016, 2021, <b>2026</b> , 2031, 2036, 2041	(3) 5y	\$3,926.91	4-8% (CPI)
<b>Bob Kildee</b>	DISH Network	In-Progress				
<b>Freedom Park</b>	AT&T Mobility	In-Progress				
<b>Mission Oaks</b>	AT&T Mobility	3/3/2003 3/3/2013	2013, 2018, 2023, 2028	(4) 5y	\$1,734.16	3% (CPI, NTE)
<b>Mission Oaks</b>	DISH Network	In-Progress				
<b>Mission Oaks</b>	T-Mobile	3/4/2009 3/4/2014	2014, 2019, 2024	(3) 5y	\$3,594.86	4% (CPI or MIN)
<b>Pitts Ranch Park</b>	DISH Network	In-Progress				
<b>Springville Park</b>	AT&T Mobility	In-Progress				

The term of the current agreement is (5) years with the right to extend the term for three (3) additional five (5) year terms; this lease will expire on 7/31/2026. The agreement was amended on July 12, 2006, to allow the Carrier to upgrade and replace the existing pole. In consideration of the time needed for negotiations between parties, to secure the best terms in the District's interest, site license renewals are typically initiated at least two years prior to term expiration.

## **ANALYSIS**

The District has finalized negotiating the terms and conditions of a second amendment to the lease agreement with the Carrier for a new extension term of five (5) years, commencing on August 1<sup>st</sup>, 2026. Upon expiration of the new extension term, this amendment will automatically renew for up to three (3) consecutive additional extension terms of five (5) years. The second amendment will extend the site license agreement for a total of twenty (20) years.

In addition to an extension of the terms, the second amendment will establish a new license fee to the District from the Carrier of four thousand two hundred dollars, or \$4,200.00, per month for the first year of the agreement. Beginning in the second year of the agreement, the license fee will be increased annually by the Consumer Price Index percentage increase. The license fee increase will not be less than four percent (4%) and will not be greater than eight percent (8%) per month.

The District will continue to grant access to the Carrier to this site on an as-needed basis to inspect equipment and perform regular maintenance.

## **FISCAL**

For the first year of the extension term, the District will receive \$50,400.00 in rent. From the second to fifth year, the District will receive an increase on the base rent of 4-8% dependent on CPI. Additional extension terms will be subject to the same increases, unless further amended. In the event of an annual increase of 4% for all extension terms, the lease will generate a minimum of \$1,500,815.16 in revenue to the District.

	CPI 4%	CPI 8%
<b>Term 1 (2026 - 2031)</b>	\$ 272,982.66	\$ 295,676.69
<b>Term 2 (2031 - 2036)</b>	\$ 332,125.14	\$ 434,446.06
<b>Term 3 (2036 - 2041)</b>	\$ 404,081.02	\$ 638,343.79
<b>Term 4 (2041 - 2046)</b>	\$ 491,626.34	\$ 937,936.46
<b>Total</b>	\$ 1,500,815.16	\$ 2,306,403.00

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.3 Identify additional sources of revenue to reduce the reliance on property tax.

## **RECOMMENDATION**

Staff recommendation is for the Board of Directors to approve the execution of the Second Amendment to Revocable Communications Site License Agreement with New Cingular Wireless.

## **ATTACHMENTS**

- 1) Original Lease Agreement (16 pages)
- 2) License Agreement 1<sup>st</sup> Amendment (3 pages)
- 3) Draft 2<sup>nd</sup> Amendment to Revocable Communications Site License Agreement (4 pages)
- 4) Map of Pleasant Valley Recreation & Park District Parks to include current and in-progress Cell Towers (1 page)

## REVOCABLE COMMUNICATIONS SITE LICENSE AGREEMENT

THIS REVOCABLE COMMUNICATIONS SITE LICENSE AGREEMENT ("Agreement") is entered into this 1st day of March, 2006 by and among Pleasant Valley Recreation and Park District ("District"), a public entity, and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Carrier") (collectively, the "Parties") with reference to the facts set forth below:

### RECITALS

A. Licensor is the owner of that certain property located in the City of Camarillo, County of Ventura, State of California, commonly known as Pleasant Valley Park, Camarillo, California, as more particularly described in Exhibit A attached hereto ("Property").

B. Carrier is a provider of communication services that require the transmission and reception of radio communication signals on various frequencies.

C. Carrier desires to install communication equipment on the Licensor's Property in furtherance of the provision of communication services.

D. Subject to the following terms and conditions, District is willing to (i) permit Carrier to install, operate and maintain the Communication Facilities within the Property; and (ii) to allow Carrier to install, operate and maintain the Communication Facilities on the existing light standard.

E. The City of Camarillo has issued a Conditions Use Permit, No. 274.

NOW THEREFORE, in consideration of the covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the above-referenced recitals and agree as follows:

1. License. District hereby issues a revocable license to Carrier to permit the installation, maintenance and operation of the Communication Facilities in the location depicted in Exhibit B attached hereto ("Site") and the right to access the Site and install underground utilities necessary to operate the Communication Facilities as defined in Exhibit B attached hereto. Carrier may only install the Commercial Facility and associated utility lines and transmission lines in easements as depicted on Exhibit B.

2. Use. The Site may be used by Carrier for the provision of communication services including the transmission and reception of radio communication signals on various frequencies and the construction, maintenance, and operation of the Communication Facilities.

3. Conditions Precedent. This Agreement is conditioned upon Carrier receiving a license from the Federal Communications Commission ("FCC") and all applicable governmental permits and approvals enabling Carrier to construct and operate the Communication Facilities on the Site including but not limited to the City of Camarillo, CUP No. 274. District agrees to cooperate with Carrier, at Carrier's expense, in making application for and obtaining all licenses, permits and any other necessary approvals that may be required for Carrier's intended use of the Site as set forth herein. Any use of site by carrier shall be confined to the approved site area. Carrier agrees that General Order 159A of the California Public Utilities Commission ("CPUC") is applicable, and Carrier shall comply with all applicable provisions of General Order 159A of the CPUC or as amended.

4. Term. The term of this Agreement ("Term") shall be five (5) years commencing on the earlier of (i) the first day of the month following written notice to Licensor by Carrier of Carrier's intent to commence construction of the Communication Facilities on the Site, or (ii) the twelve month anniversary of the date this Agreement is fully executed and delivered to Carrier ("Commencement Date"). Carrier shall have the right to extend the Term of this Agreement for three (3) additional five (5) year terms (each a "Renewal Term") on the same terms and conditions contained herein. This Agreement shall automatically be extended for each successive Renewal Term unless Carrier notifies District in writing of Carrier's intention not to extend this Agreement at least sixty (60) days prior to the expiration of the Term or the then current Renewal Term.

5. License Fee.

a. Within fifteen (15) days of the Commencement Date, and on or before every anniversary of the Commencement Date during the Term and each Renewal Term ("Payment Date"), Carrier shall pay Licensor a license fee in the amount of Two Thousand Dollars (\$2,000) per month ("License Fee") adjusted in accordance with paragraph (b) immediately below.

b. Limited CPI Adjustment - District and Carrier agree that on each Payment Date beginning on the first anniversary of the Commencement Date the then existing License Fee shall be adjusted annually by the greater of: (a) four percent (4%) of the then existing license fee, or (b) the percentage change in the most recent published Consumer Price Index (1982 84=100) Urban Wage Earners and Clerical Workers Los Angeles, Anaheim, Riverside ("Index") compared to the Index published twelve (12) months earlier. If the Index is discontinued or changed so that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced with a comparable government index as mutually agreed to by the parties.

c. Carrier within fifteen (15) days of the Commencement Date will reimburse District for all costs of document preparation and administrative time associated with this Agreement.

6. Improvements.

a. During the Term or any Renewal Term, Carrier shall have the right, at its sole cost and expense, to construct, maintain and operate communication equipment and other necessary related facilities, which shall include, but shall not be limited to, an equipment shelter, cabinets, equipment racks, cables, conduits, radios, antennas, antenna support structures (collectively known as "Communication Facilities") as approved by City of Camarillo CUP No. 274 and District on said Exhibit B attached hereto, on the Site. Carrier shall have the right to change out and upgrade antennas and operating equipment, provided that Carrier obtains the prior written approval of the City of Camarillo, including any required amendment of the CUP, and provided further that Carrier obtains the prior written approval of District, which approval shall not be unreasonable withheld, delayed or conditioned provided that the replacements do not materially exceed the number, size or weight of the originals included the Communication Facilities approved by District and by the City of Camarillo in the CUP.

b. In connection therewith, Carrier shall have the right to do all work necessary to prepare, add to, maintain and alter the Site for the Communication Facilities, including the installation of underground utility lines and transmission lines connecting antennas to transmitters and receivers as depicted on Exhibit B attached hereto. Plans and specifications for such work are subject to approval by District and the City of Camarillo. This approval shall be issued in writing before work may begin. All construction and installation work shall be performed at Carrier's sole cost and expense by licensed and bonded contractors in a good and workmanlike manner and shall not materially interfere with Licensor's existing facilities and operations on the Site. Title to the Communication Facilities shall be held by Carrier, its equipment lessors or assigns.

c. Within ninety (90) days following the expiration or earlier termination of this Agreement, Carrier shall be responsible to remove, at its sole expense, all of the Communication Facilities placed on the Site and demolish and remove all foundations to one (1) foot below grade level, fill all excavations, return the surface to grade, and leave the Site in a neat and safe condition, free from any debris or hazards (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of Carrier excepted). The District has the right to remove remaining improvements and collect the full amount of removal costs from the Carrier.

d. Carrier shall have the right to install underground utilities, at Carrier's expense, and to improve any existing utilities on or near the Site only as

reflected on Exhibit B. Any encroachment necessary for such utility service will be at a location approved by District and the servicing utility.

e. Carrier shall fully and promptly pay for all utilities furnished to the Site for its use throughout the Term and any Renewal Term, and all other costs and expenses incurred by Carrier in connection with Carrier's use, operation and maintenance of the Site. Carrier is prohibited from causing or allowing any lien to be filed against the Property on which the facility is located.

7. Access.

a. Carrier shall have the right, but not the obligation, to enter the Site prior to the Commencement Date, for the purpose of making engineering surveys, inspections, and tests, for the purpose of determining the suitability of the Site for the Communication Facilities. During any pre construction and construction work, Carrier will: (i) have insurance as set forth in Section 14; (ii) notify District of any proposed construction work; and (iii) coordinate the scheduling of same with District. If Carrier determines that the Site is unsuitable for Carrier's contemplated use, then Carrier will notify District in writing and this Agreement will terminate in accordance with Section 10(a)(ii). Licensor does not warrant or guarantee the suitability of the Site for Carrier's intended use.

b. District shall allow Carrier and its employees, agents and subcontractors access to the Site twenty four (24) hours a day, seven (7) days a week, at no charge. District represents and warrants it has full rights of ingress and egress to the Site, and hereby grants such rights to Carrier to the extent required to construct, maintain, install and operate the Communication Facilities.

8. Interference.

a. Carrier shall operate the Communication Facilities in a manner that will not cause signal interference to pre existing communication operations of Licensor and other previously authorized users of the Site, as such operations are carried out at the time the Communication Facilities are installed ("Pre existing Communications"). In the event such signal interference should occur, all costs to remedy the interference shall be borne by Carrier. All operations by Carrier shall be in compliance with all federal, state and local non interference regulations including, but not limited to, those of the FCC and CPUC.

b. Carrier shall provide initial proof of compliance with original transmission tolerance and interference analysis by a certification through an independent source.

c. Subsequent to the installation of the Communication Facilities, District shall not permit the use of the Site in a manner which interferes with the communications operations of Carrier as described in Section 3 above.

Notwithstanding the foregoing, Pre-existing Communications shall not constitute interference to Carrier's Communication Facilities.

d. The parties acknowledge that any continuing interference to Carrier's communication system operations will cause injury to Carrier, and therefore, Carrier shall have the right to bring action to enjoin such interference and/or terminate the Agreement immediately upon notice to Licensor.

e. The parties acknowledge that any continuing interference by Carrier's communication system operations with Pre-existing Communications will cause injury to District, and therefore, District shall have the right to bring action to enjoin such interference and/or terminate the Agreement immediately upon notice to Carrier.

9. Taxes. This Agreement may create a taxable property interest in the Site. District shall not be responsible for any taxes, fees, assessments or levies created by this Agreement, including but not limited to property taxes, possessory interest taxes and assessments assessed against Carrier attributable to the Communication Facilities levied by any legal authority as a result of this Agreement. Carrier shall pay any and all possessory property tax assessments.

10. Termination.

a. This Agreement may be terminated without further liability as follows:

(i) By any party upon a default of any covenant, condition or term herein by any other party, which default is not cured within thirty (30) days of receipt of written notice of default. No default will be deemed to exist if the reasonable time period to cure the default exceeds the thirty (30) days and the party claimed to be in default has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence; or

(ii) By Carrier prior to Commencement Date for any reason or for no reason, provided Carrier delivers written notice of early termination to District prior to the Commencement Date and forfeits and/or pays to District a one time fee of Three Thousand Dollars (\$3,000.00) for reimbursement of costs of document preparation and administrative time associated with this Agreement; or

(iii) By Carrier after the Commencement Date based upon a demonstrated technical obstacle or reasonable business impediment to ongoing operation of the Communications Facilities, provided Carrier delivers written notice of early termination to District no later than sixty (60) days prior to termination, and provided further that Carrier pays District a termination fee equal to three (3) months of the License Fee at the then-current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by

Carrier under rights granted hereunder for interference (Paragraph 9.d), destruction (Paragraph 11.a) or condemnation (Paragraph 11.a) or if Carrier is unable to obtain or maintain despite reasonable efforts any approval, license or permit required by any governmental agency for the construction or operation of the Communications Facilities; or

(iv) By District, upon written notice to Carrier, should the signal from the Communication Facilities materially interfere, as objectively determined by a qualified independent engineer (retained and paid for by Carrier), with the normal and customary operation and maintenance of its pre existing communications facilities, provided, however, District has first given Carrier written notice of such interference and Carrier is unable to correct or cease such interference within thirty (30) days after receipt of written notice of such interference; or

b. Upon termination, Carrier shall remove all improvements as stated in paragraph 6c. District shall be entitled to receive license fee notwithstanding termination of Agreement as long as Carrier improvements are present at the site.

#### 11. Destruction or Condemnation:

a. If the Site or Communication Facilities are materially damaged, destroyed or condemned, Carrier may elect to terminate this Agreement as of the date of the material damage, destruction or condemnation by giving thirty (30) days written notice to District immediately following such damage, destruction or condemnation, and all rights and obligations of the parties that do not survive the termination of this Agreement shall be deemed to cease as of the date of the damage, destruction or condemnation.

b. In any condemnation proceeding, to the extent allowed by law, each party shall be entitled to make a claim against the condemning authority for just compensation, for their property interest in the Site and in this Agreement.

c. In the event a condemning authority requires Carrier's Communications Facilities at this Site to be relocated, the condemning authority shall pay for all Relocation and Good Will expenses.

#### 12. Assignment and Subletting:

a. District may assign or otherwise transfer its interest in this Agreement upon written notice to Carrier, subject to the assignee or transferee assuming all of Licensor's obligations herein.

b. Carrier may assign or otherwise transfer all of its interest in this Agreement or in the Site or the Communication Facilities without the approval

or consent of District to a parent or member company of Carrier or any affiliate or subsidiary or partner of Carrier or its parent or member company or to any entity which acquires all or substantially all of the Carrier's assets in the geographic market defined by the Federal Communications Commission (FCC) in which the Property is located by reason of a merger, acquisition, or other business reorganization, provided that all the following conditions are met: (1) that prior to any such assignment or transfer Carrier provides District with reasonable documentation that any such assignee or transferee has adequate financial resources and operational experience to maintain the Site and pay the License Fee and other costs and expenses that are the responsibility of Carrier under this Agreement and that the proposed assignee or transferee is not a paper entity without sufficient assets or resources; (2) that the proposed assignee or transferee is a carrier licensed by the FCC to operate wireless communications facilities in the geographic market in which the Property is located; (3) that Carrier is not in a state of uncured default with respect to its obligations under this Agreement and that the condition of the Site is fully in conformance with the requirements therefore set forth in the Agreement; (4) that Carrier is not under any unresolved citation or censure from any federal, state or local agency due to its failure to comply with any federal, state or local laws or permit conditions applicable to the Site; (5) that Carrier provides to District prior to the effective date of the assignment or transfer updated addresses and contact information for the proposed assignee or transferee, including emergency contact information; and (6) that any such assignee or transferee agrees in writing to assume and perform all of the terms and conditions of this Agreement on Carrier's part to be performed. Carrier may not otherwise assign or transfer this Agreement without District's consent. District's consent shall not be unreasonably withheld provided evidence of the following concerning proposed transfer is provided and acceptable to District:

- 1) Immediate 3 years audited financial statements of proposed assignee's operations;
- 2) 5-years' experience in wireless communications;
- 3) Evidence that assignee has not received any citation or censure for any federal, state or local agency due to failure to comply with any federal, state or local laws; and
- 4) Any other relevant information requested by the General Manager of District to ensure assignee can fulfill the terms of this License.

13. Insurance. At all times during the term of this Agreement, Carrier shall maintain and shall require any and all contractors and subcontractors, who do any work on or at the Site, to maintain insurance coverage as described below:

a. Workers' Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00).

b. Commercial General Liability Coverage, including owner's and contractor's protective liability, product/completed operations liability, and contractual liability, with a combined single limit of Five Million Dollars (\$5,000,000.00) each occurrence. Such insurance shall (i) name Licensor, its elected officials, officers, agents, and employees as additional insured; (ii) be primary for all purposes; and (iii) contain standard cross liability provisions.

c. Commercial Automobile Insurance Coverage with a combined single limit of One Million Dollars (\$1,000,000.00) each occurrence. Such insurance shall cover liability arising out of the use of owned, non-owned, and hired automobiles. Such insurance shall name Licensor, its officers, agents, and employees as additional insured.

d. The coverages and limits may be obtained and maintained through any combination of primary and excess or umbrella liability insurance or by endorsement to any master policy of insurance.

e. All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Except under its Professional Errors and Omissions policy, the District, its officers and employees, shall be named as additional insured. Carrier shall provide District with copies of certificates (an Accord form) for all policies, with the appropriate named additional insured coverage and a separate additional insured endorsement that they are not subject to cancellation without thirty (30) days prior written notice to Licensor.

#### 14. Indemnification.

a. Each party shall indemnify and hold harmless the other party, its parent company, affiliates, members, directors, shareholders, invitees, elected officials, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from its breach of any obligation, duty, representation or warranty contained in this Agreement or from any negligent act or omission or willful misconduct by such party, or by any of such party's agents, contractors, affiliates, invitees or employees related hereto.

b. The obligations of each party under this Section 14 shall arise at such time, if any, that any claim is made, or loss is incurred by the other, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of the indemnifying party hereunder. The indemnifications provided

for under this Section 14 shall survive the cancellation, expiration, or termination of this Agreement.

c. Each party shall promptly notify the other party of the existence of any matters to which the indemnifying party's indemnity obligations apply. The indemnifying party shall defend at its own expense with mutually acceptable counsel any such matter provided that the indemnifying party shall at all times also have the right to fully participate in the defense and consent to any settlement or compromise.

IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL PUNITIVE DAMAGES (INCLUDING LOSS OF ANOTHER PARTY'S CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

15. Safety and Environmental Protection. Carrier shall operate and maintain the Site so as to avoid injury or damage to any person or property. Carrier shall provide annual certificates to Licensor that Carrier is operating the Site in conformance with all applicable federal, state and local laws.

In carrying out its work, the Carrier shall, at all times, exercise all necessary precautions for the safety and environmental protection of Site, and be in compliance with all federal, state and local statutory and regulatory requirements including those of the State of California, Division of Industrial Relations (Cal/OSHA), Cal/EPA, US/EPA and the U.S. Department of Transportation.

The Carrier shall not use or allow anyone else to use the Site to generate, manufacture, refine, transport, treat, store, handle, recycle, or dispose of any Hazardous Material, other than as reasonably necessary for Carrier's activities under this Agreement. The term "Hazardous Material" means any hazardous substance, material or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles or emergency back up power to the Communication Facilities whose operation on the Site is contemplated by this Agreement.

Carrier shall immediately notify the Licensor in writing upon becoming aware of any release of Hazardous Material, violation of any environmental law or actions brought by third parties against Carrier alleging environmental damage.

a. Carrier shall post a sign in letters no greater than 1/2 inch in height permanently affixed to the Communication Facilities that identifies the responsible party to notify in case of emergency or maintenance.

b. Licensor represents that neither Licensor nor, to Licensor's knowledge, any third party, has used, generated, stored, treated or disposed of hazardous materials, as defined above, on the Site.

c. Carrier shall post and maintain all required signage as required by the Federal Communications Commission (FCC).

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Licensor:  
Pleasant Valley Recreation  
and Park District  
1605 Burnly Street  
Camarillo, CA 93010  
Attn: General Manager  
(805) 482-1996

New Cingular Wireless PCS, LLC  
c/o Cingular Wireless LLC  
Attn: Network Real Estate Administration  
Re: Cingular Wireless Cell Site # VN0013-01;  
Cell Site Name: Pleasant Valley Park  
6100 Atlantic Boulevard  
Norcross, Georgia 30071

With a copy to: Cingular Wireless LLC  
Attn: Legal Department  
Re: Cingular Wireless Cell Site # VN0013-01;  
Cell Site Name: Pleasant Valley Park  
15 East Midland Avenue  
Paramus, NJ 07652

17. Attorney's Fees.

In the event legal action by any party is brought to enforce any term of this Agreement or to recover damages for any breach thereof, or to determine any rights of the Parties under this Agreement, the prevailing party in such actions may recover reasonable attorneys' fees to be fixed by the court.

18. Miscellaneous.

a. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by all parties.

b. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

d. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Ventura, State of California.

e. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, unless otherwise provided for in this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

f. Each party shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of its activities on the Site. Each party shall be liable for all violations of the law arising in connection with its activities under this Agreement.

g. All Exhibits attached hereto are material parts of this Agreement.

h. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

Pleasant Valley Recreation and Park District

By   
~~John Williamson~~, General Manager  
Ralph Sanchez

**CARRIER:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: *Emily Vaughan*  
Name: Emily Vaughan  
Title: Mgr Real Estate & Construction  
Date: 2/15/06

**Exhibit "A"**

**(Attach Map/Drawing of Licensor's Property)**

**Exhibit "B"**

**(Attach drawings of Improvements)**

**(Attach Map/Drawing of Wireless Communication Facility License Area)**

EXHIBIT C

DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated \_\_\_\_\_, 200\_\_, by and between Pleasant Valley Recreation and Park District, a public entity, as Licensor, and New Cingular Wireless, PCS, LLC a Delaware limited liability company, as Licensee.

Licensor owns certain property with an Assessor's Parcel Number of 166-0-020-200 hereinafter identified as the "Property," 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 Orange, 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, Records: (to book 1892, page 334 of Official Records, thence along the northerly boundary of said land of Pleasant Valley School District.

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

2nd: - North 0° 06' 28" East 658.61 feet, thence.

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

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

June 7, 2006

Pleasant Valley Recreation and Park District  
Attn: General Manager  
1605 Burnly Street  
Camarillo, CA 93010

Subject: Fully Executed Lease  
Site: PLEASANT VALLEY PARK

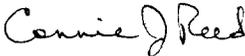
Dear Lessor:

The Lease Agreement between you and New Cingular Wireless PCS, LLC d/b/a Cingular Wireless has been fully executed. Future correspondence will be sent to the above address unless you notify me otherwise.

Your lease has not yet commenced. When it is commenced you will receive a letter notifying you of the official commencement date and providing you with information about any rent payments you should receive.

If you have any questions or concerns, please contact this department on our toll free number, 1 (877) 231-5447. You will need to select option 1 to proceed in English followed by option 5 for the West Region. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,



Connie Reed  
QA Manager  
Network Real Estate Administration

Cc: Cingular Wireless Project Manager  
File - Los Angeles

**FIRST AMENDMENT TO REVOCABLE  
COMMUNICATIONS SITE LICENSE AGREEMENT**

This First Amendment to Revocable Communications Site License Agreement ("First Amendment") is entered into effective July 12, 2006, by and between the Pleasant Valley Recreation and Park District ("District"), a public entity, and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Carrier") (collectively the "Parties").

**RECITALS**

A. On or about March 1, 2006, the Parties entered into a Revocable Communications Site License Agreement ("Agreement") whereby the District among other things authorized the carrier to install, operate and maintain Communication Facilities ("Communication Facilities"), as defined therein, at the District's Pleasant Valley Park (the "Property").

B. Pursuant to the mutual intent of the Parties, Exhibit "B" to the Agreement provides for the Carrier to install a new light pole to match an existing light pole at the Property and to utilize the new light pole for the installation of antennas and other related equipment ("Communications Facilities"), as defined in the Agreement.

C. Recital "D" of the Agreement is inconsistent with the intent of the Parties, insofar as it references installation, operation and maintenance of Communication Facilities utilizing an existing light pole at the Property.

D. The Parties desire to clarify their mutual intent.

**NOW, THEREFORE**, based on the mutual covenants and conditions herein, the Parties agree as follows:

**1. Installation of New Light Pole.**

Notwithstanding any provision to the contrary in Recital "D" of the Agreement, the Carrier at its sole expense in accordance with the Agreement (including but not limited to Exhibit "B" thereto) may install a new light pole to match the District's existing light pole, and may further install "Communications Facilities" on the new light pole.

**2. Operation and Maintenance of New Light Pole.**

The Parties further agree that the Carrier at its sole expense during the term of the Agreement shall operate and maintain the new light pole and Communications Facilities thereon, in accordance with the terms and conditions of the Agreement. The new light pole shall be considered part of the "Communication

Facilities" defined in the Agreement, and subject to the requirements thereof. However, notwithstanding any provision to the contrary in the Agreement (including section 6 thereof), title to the new light pole shall be held by the District and upon termination of the Agreement the new light pole shall not be removed and shall remain as a fixture at the Property for ongoing use by the District.

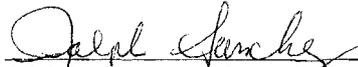
**3. No Other Modifications.**

Other than as specified herein, no other modifications to the Agreement are intended by this First Amendment and all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSOR:

Pleasant Valley Recreation and Park District

  
\_\_\_\_\_  
Ralph Sanchez, Acting General Manager

CARRIER:

New Cingular Wireless PCS, LLC,  
A Delaware limited liability company

By:   
\_\_\_\_\_  
Name: Martha Ventura  
Title: Executive Director, Network Ops Greater LA  
Date: 7/10/06

July 26, 2006

Pleasant Valley Recreation and Park District  
ATTN: General Manager  
1605 Burnly Street  
Camarillo, CA 93010

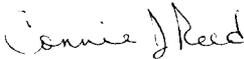
Subject: Fully Executed First Amendment to Revocable Communications Site License Agreement  
Site: VN-0013-01

Dear Lessor:

The First Amendment to Revocable Communications Site License Agreement between you and New Cingular Wireless PCS, LLC d/b/a Cingular Wireless has been fully executed. Future correspondence will be sent to the above address unless you notify me otherwise.

If you have any questions or concerns, please contact this department on our toll free number, 1 (877) 231-5447. You will need to select option 1 to proceed in English followed by option 5 for the West Region. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,



Connie Reed  
Real Estate Manager  
Cingular Wireless

cc: Cingular Wireless Project Manager  
File  
CR/cc

Cell Site Number: VN0013-01  
Cell Site Name: PLEASANT VALLEY PARK  
Fixed Asset No. 10100139  
Market: Los Angeles  
Address: 1030 Temple Avenue, Camarillo, CA 93010

## SECOND AMENDMENT TO REVOCABLE COMMUNICATIONS SITE LICENSE AGREEMENT

THIS SECOND AMENDMENT TO REVOCABLE COMMUNICATIONS SITE LICENSE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between Pleasant Valley Recreation and Park District, having a mailing address of 1605 Burnley Street, Camarillo, CA 93010 (hereinafter referred to as “**District**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as “**Carrier**”).

**WHEREAS**, District and Carrier entered into a Revocable Communications Site License Agreement dated March 1, 2006, as amended by the First Amendment to Revocable Communications Site License Agreement dated July 12, 2006 (hereinafter, collectively referred to as the “**Agreement**”), whereby District licensed to Carrier a certain Site, therein described, that is a portion of the Property located at 1030 Temple Avenue, Camarillo, CA 93010; and

**WHEREAS**, the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, District and Carrier desire to amend the Agreement to extend the Term of the Agreement; and

**WHEREAS**, District and Carrier desire to amend the Agreement to adjust the License Fee in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, District and Carrier desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, District and Carrier, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Carrier agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new extension term of five (5) years (“**New Extension Term**”) commencing on August 1, 2026. As of the commencement of the New Extension Term, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The Agreement will automatically renew, commencing on the expiration of the New Extension Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an “**Additional Extension Term**” and each such Additional Extension Term shall be considered a Renewal Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, unless Carrier notifies District in writing of Carrier’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Extension Term or the then current Additional Extension Term. The New Extension Term and the Additional Extension Term are collectively

Cell Site Number: VN0013-01  
Cell Site Name: PLEASANT VALLEY PARK  
Fixed Asset No. 10100139  
Market: Los Angeles  
Address: 1030 Temple Avenue, Camarillo, CA 93010

referred to as the Term ("**Term**"). District agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Carrier may continue to use and exercise its rights under the Agreement as permitted prior to the New Extension Term.

2. **License Fee.** Commencing on August 1, 2026, the current License Fee payable under the Agreement shall be Four Thousand Two Hundred and No/100 Dollars (\$4,200.00) per month and shall continue during the Term, subject to adjustment as provided herein. In the event of any overpayment of License Fee prior to or after the Effective Date, Carrier shall have the right to deduct from any future License Fee payments an amount equal to the overpayment amount.

3. **Future License Fee Increase.** Beginning in year two (2) of the New Extension Term, and each year thereafter the License Fee will be calculated by a formula as follows:

New License Fee = (prior License Fee) x (CPI percentage increase) + (prior License Fee); provided that, notwithstanding anything herein, in no event will the increase in the License Fee be less than four percent (4%) or greater than eight percent (8%) of the License Fee for the period immediately preceding the increase in the License Fee.

“Consumer Price Index” will mean the Local Metropolitan Area Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers (CPI-W), Los Angeles, Anaheim, Riverside, All Items (1982-84=100), not seasonally adjusted. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the New License Fee will be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., Commerce Clearinghouse or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as District and Carrier may agree upon will be substituted for the Consumer Price Index.

4. **Insurance.** Section 13 of the Agreement is hereby amended by the addition of the following subsection (f):

“(f) District shall have the right to review the policy limits described above in subsections (a), (b) and (c) at five (5) year intervals. If, in District’s reasonable determination, the limits no longer provide sufficient coverage that is required of similar operations of the District and upon at least sixty (60) days written notice to Carrier, Carrier agrees to provide the additional insurance coverage requested by District.”

5. **Acknowledgement.** District acknowledges that: 1) this Second Amendment is entered into of the District’s free will and volition; 2) District has read and understands this Second Amendment and the underlying Agreement and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding District’s decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) District has been advised and is informed that should District not enter into this Second Amendment, the underlying Agreement between District and Carrier, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site Number: VN0013-01  
Cell Site Name: PLEASANT VALLEY PARK  
Fixed Asset No. 10100139  
Market: Los Angeles  
Address: 1030 Temple Avenue, Camarillo, CA 93010

6. **Notices.** The notice provision set forth in Section 16 of the Agreement is deleted in its entirety, and the following is inserted in lieu thereof:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to District, to:

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

With a required copy to:

Aleshire & Wynder, LLP  
18881 Von Karman Ave., Suite 1700  
Irvine, CA 92612

If to Carrier, to:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
RE: Cell Site Number: VN0013-01  
Site Name: PLEASANT VALLEY PARK (CA)  
Fixed Asset No. 10100139  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a required copy to:

New Cingular Wireless PCS, LLC  
Attn: General Counsel - Network  
RE: Cell Site Number: VN0013-01  
Site Name: PLEASANT VALLEY PARK (CA)  
Fixed Asset No. 10100139  
208 S. Akard Street  
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by District within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by District, and shall not be payable by Carrier. The

Cell Site Number: VN0013-01  
Cell Site Name: PLEASANT VALLEY PARK  
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foregoing shall not apply to the monthly License Fee which is due and payable without a requirement that it be billed by District. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute this Second Amendment on the dates set forth below.

**DISTRICT:**

Pleasant Valley Recreation and Park District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CARRIER:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

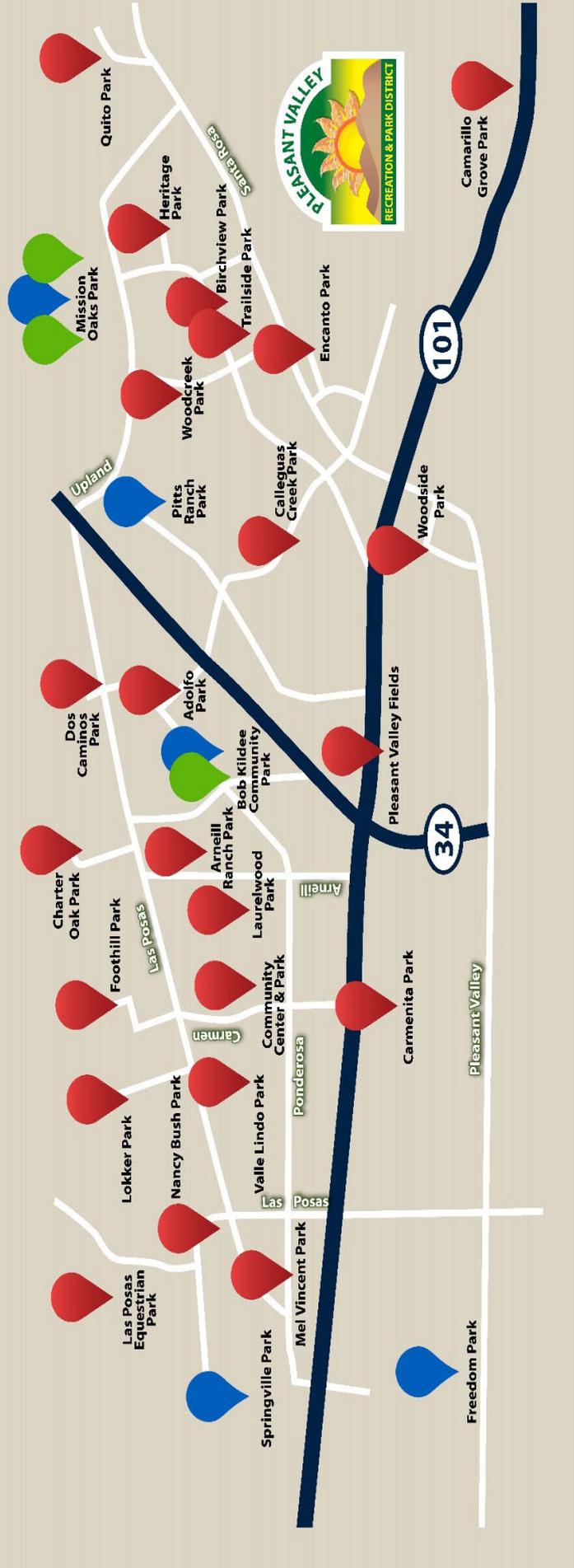
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PLEASANT VALLEY RECREATION & PARK DISTRICT - CELL TOWER MAP



## CURRENT



Location	Wireless Carrier	Lease Exp.	Mo. Rent	Status	Mo. Rent
Mission Oaks Park	AT&T Mobility	2033	\$ 1,734.16	City Approved	\$ -
Mission Oaks Park	T-Mobile	2029	\$ 3,594.86	City Approved	\$ -
Bob Kildee Park	AT&T Mobility	2026	\$ 3,926.91	District Approved	\$ 3,800.00

## IN-PROGRESS



Location	Wireless Carrier	Status	Mo. Rent
Springville Park	AT&T Mobility	City Approved	\$ -
Freedom Park	AT&T Mobility	City Approved	\$ -
Mission Oaks Park	DISH Wireless	District Approved	\$ 3,800.00
Bob Kildee Park	DISH Wireless	City Application Pending	\$ -
Pitts Ranch Park	DISH Wireless	Plans Pending	\$ -

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 5, 2023**

**SUBJECT: CONSIDERATION AND APPROVAL OF A CANDIDATE  
FOR THE CALIFORNIA SPECIAL DISTRICTS  
ASSOCIATION (CSDA) BOARD OF DIRECTORS  
ELECTION, SEAT C, COASTAL NETWORK FOR 2024-  
2026**

**BACKGROUND**

The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Seat C 2024-2026 term.

The leadership of CSDA is elected from its six geographical networks. Each network has three seats on the Board with staggered 3-year terms. The CSDA Board of Directors is the governing body responsible for all policy decisions related to member services, legislative advocacy, education, and resources. A candidate must attend all board meetings, usually 4-5 meetings annually in Sacramento; participate on at least one committee which meets 3-5 times a year; attend Special District Legislative Days and the CSDA Annual Conference; and complete four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

The District is located within the Coastal Network which spans from Ventura County up to and including Santa Cruz County. Director Vince Ferrante of Moss Landing Harbor District is the current incumbent holding Seat C in the Coastal Network.

**ANALYSIS**

At this time, the Board may vote for one of the following candidates to fill Seat C of the Coastal Network:

- (1) Vince Ferrante, Moss Landing Harbor District
  - a. Incumbent, CSDA Board of Directors
  - b. Former CSDA President in 2017
  - c. CSDA National Liaison
  - d. Past CSDA Committees:  
Fiscal, Legislative, Audit, Elections and Bylaws, Member Services, and Professional Development

- (2) Brad Imamura, Marina Coast Water District
  - a. Director, Elected 2022
- (3) Ronald Stassi, Vandenberg Village Community Service District
  - a. Director, Elected 2022
  - b. President of Southern California Public Power Authority
  - c. Masters in Engineering
  - d. Masters in Business Administration
  - e. Completed CSDA's Special District Leadership Academy in 2022

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 4.4B: "Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District."

### **RECOMMENDATION**

It is recommended the Board approve the selection of a candidate for CSDA Board of Directors, Seat C to receive the District's vote.

### **ATTACHMENTS**

- 1) V. Ferrante Candidate Statement and Info Sheet (2 pages)
- 2) B. Imamura Candidate Statement and Info Sheet (2 pages)
- 3) R. Stassi Candidate Statement and Info Sheet (2 pages)

**Candidate Statement  
Coastal Network 5, Seat C  
Vincent Ferrante-Incumbent**



As a Board Member for California Special District Association for the past several years, I have committed my efforts to efficiently serve the needs of our Independent Special Districts in Coastal Network 5 and also all Special Districts throughout California.

To advance our interests, I also served on all CSDA Committees as either Chairman or Vice-Chairman, two terms as the Board Secretary, Vice-President and in 2017 I had the honor to serve as CSDA President, elected by the CSDA Board of Directors.

I have had the opportunity to visit all the Chapters in Coastal Network 5 while serving on the CSDA Board, either in person or on Zoom.

During my time on the CSDA Board, I have seen membership increase; our professional development has added more conferences and various other educational items and also increased attendees at our State Conferences. Our Advocacy/Legislative Department has been able to follow more bills in the State Legislature. Much of this is with the approval of the CSDA Board.

Additionally, I was appointed the CSDA National Liaison and attended Special District Conferences in Florida, Utah, Colorado, and Oregon in order to create a networking with other States. This has encouraged other states' Special Districts to attend our conferences and provide opportunities to share knowledge, lobbying techniques utilized by other Special Districts, and building to a stronger coalition of Special Districts throughout the United States of America.

Will you please assist me in continuing to serve as your CSDA Director in Coastal Network 5.



California Special Districts Association  
CSDA  
Districts Stronger Together

### 2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Vince Ferrante

District/Company: Moss Landing Harbor District Commissioner

Title: Commissioner

Elected/Appointed/Staff: Elected

Length of Service with District: 20+years

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

Governance Academy completed all four modules. I've attended all CSDA Conferences since 2002. I was part of the revitalization task force in 2011. Served on all CSDA committees and have been vice-chair or chair of those committees. I served on the Executive Board for CSDA as secretary for 2 terms, Vice-President in 2016 and President of CSDA in 2017.

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

N/A

**3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

I was the CSDA Liaison for the National Coalition for the Special Districts association for four years.

**4. List civic organization involvement:** Member of Moss Landing Chamber of Commerce, Board Director and Supervisory Committee Chair of Central Coast Federal Credit Union. Vice-President of the Salinas Japanese Sister City organization. Member of the Monterey Elks, Knights of Columbus, Native Sons of the Golden West, American Legion Post 31, Festa Italia Monterey, Friends of Isola de Femina. Volunteer at Salinas Valley Health Hospital.

**\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

Brad Imamura  
CANDIDATE STATEMENT  
for  
Coastal Network, Seat C, of the CSDA Board

I was recently elected as a Director for the Marina Coast Water District Board in November 2022 and sworn in December 2022.

My experience working for the Santa Clara Valley Water District has taught me to work collaboratively with people of various backgrounds and be an advocate when dealing with government bureaucracy. Integrity, experience and dedication will guide my decisions.

Please elect Brad Imamura to serve as a Director in Seat C to the Coastal Network of the California Special Districts Association Board.

Thank you.



## 2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Brad Imamura

District/Company: Marina Coast Water District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: Sworn in on December 2022

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

No

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

No

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

None

4. List civic organization involvement:

None

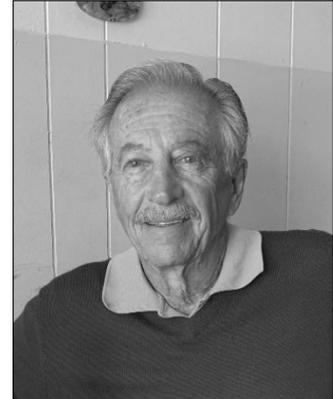
**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office March 31, 2023, after 5:00 p.m. will not be included with the ballot.**

# Ronald V. Stassi

Nomination Form

CDSA Board of Directors | Coastal Network, Seat C (2024-2026)

In recent years I have learned a great deal about the role and importance of independent special districts in California. Most of this knowledge I acquired after the City of Lompoc hired me as its Utility Director in 2007. Soon thereafter I established a relationship with the **Vandenberg Village Community Services District** personnel while leading the City's team that financed and constructed the regional plant that the District utilizes for its sewage and wastewater treatment. Much later, in January 2022, I was selected to fill a vacant position on its board. I received a full four-year term following the November 2022 General Election when I ran unopposed.



Before relocating to the Central Coast I spent 45 years with California governmental utilities, mostly in supervisory or managerial roles, including serving as the head of two municipal utilities and representing both organizations in joint powers authorities.

I have a Bachelor and Masters degrees in Engineering as well as an MBA. I am a licensed Professional Engineer in the State of California. My experience rising from an entry-level engineer to managing two California municipal utilities has helped me become an effective special district board member that will carry over if elected to the CSDA Board.

In addition to serving as an elected official, I have been a member of a service club (Kiwanis) and currently serve as president of a local volunteer civic organization, the Vandenberg Village Association.

I completed CSDA's Special District Leadership Academy in 2022.

I ask for your vote so that I may help represent our mutual interests. You can reach me at [rstassi@vvcsd.org](mailto:rstassi@vvcsd.org) or [ronstassi@gmail.com](mailto:ronstassi@gmail.com).





**California Special  
Districts Association**  
*Districts Stronger Together*

## 2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

**Name:** Ronald V. Stassi

**District/Company:** Vandenberg Village CSD

**Title:** Director

**Elected/Appointed/Staff:** Elected

**Length of Service with District:** 1- year

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

Attended Special District Leadership Academy in 2022

Attended 2022 Annual Conference & Exhibitor

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

Officer in California Municipal Utilities Association, President of Southern California Public Power Authority, Represent of Utilities in Northern California Public Power Authority

**3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

Groundwater Sustainability Agency (GSA) for Santa Ynez River Valley Groundwater Basin (a medium-priority basin under the Sustainable Groundwater Management Act)

**4. List civic organization involvement:**

Past member in Burbank Sunrise Kiwanis Current president of Vandenberg Village Association

**\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

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

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison-PV Fields, Long Range, Policy
- E. Ad Hoc Committees – Miracle League
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager’s Report
- H. Board Members