

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
October 7, 2015**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #549

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights (Michele Kostenuik, Administrative Analyst)
 - B. Camarillo Girls Softball Association
- 6. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Meeting September 2, 2015**

Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**

Approval of District's disbursements dated on or before September 24, 2015.
 - C. Financial Report**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for August 31, 2015.

D. Consideration and Approval of Agreement between the District and Camrosa Water District for Installation of Monitoring Wells

Agreement with Camrosa Water District is for installation of monitoring wells located at Calleguas Creek and Heritage Parks.

8. NEW ITEMS-DISCUSSION/ACTION

A. Consideration and Approval of Agreement between the District and Quality Landscape Care

The agreement is for the extension of the landscape maintenance contract between the District and Quality Landscape Care.

Suggested Action: A MOTION to approve the agreement between the District and Quality Landscape Care.

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

- A. Chairperson Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy/Joint Land Use Study
- D. Standing Committees – Finance, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report

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

11. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 24. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



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

Group: Camarillo Girls Softball Association

Date: 9/16/15

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, October 7, 2015 at 6pm at Camarillo City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	George M. Peraza	2108 K Dr. Camarillo 93010	805-233-4008	805-233-4008
Vice President	Kwinn Knight	888 Palmer Camarillo 93010		805-312-1852
Treasurer	Som Khampanya	4758 La Puma Ct Camarillo 9	805-886-3323	805-886-3323
Secretary	Julie Johnson	1059 Ashbury Ct. Camarillo	805-484-5137	805-657-8147

Number of participants last year: 290
 Projected number of participants upcoming year: 320

Changes Organization has made from previous year:

1. Six new CGSA Board Members, 2. Expanding Fall Ball Program, Friday Night Lights and Sunday game leagues. 3. Reaching out to local elementary schools-recruiting. 4. Player development clinics. 5. Reaching out to other local organizations: AYSO, CYBA, CPBA & Girl Scouts

Comments for the PVRPD Board of Directors: 1. Thanks for your support to the CGSA Community.

Primary Facility (ies) Used? Mission Oaks Park Softball Complex

What Time are Board Meetings Held? 7:00:00 PM on the first Tuesday of every month

Where are Board Meetings Held? Pleasant Valley Recreation and Park Distric EAST ROOM

When are new Board Members Elected? April

When are new Board Members Installed? 1-Jul

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

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

Please Complete and Return the Annual Update and Financial Statement by September 18, 2015 to:

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

Form Completed by (print): George M. Peraza
 Sign: *George M. Peraza*

Date 9-16-15

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

NAME OF ORGANIZATION

Camarillo Girl's Softball Association

Last Year's Financial Statement

Proposed Budget

9/17/15

Beginning Balance:	\$ 95,527.43
Revenue:	
Registration: Rec./All Stars/fallball	\$ 89,902.26
Tournaments:CGSA Tournament	\$ 29,253.00
Fundraisers / Sponsors:	\$ 4,766.58
Snack Bar: Gross w/ Umpire	\$ 38,495.23
Interest:	\$ -
Dues:	\$ -
Miscellaneous Income:*	\$ -
Total Revenue	\$ 162,417.07

Beginning Balance:	\$ 65,262.26
Revenue:	
Registration:	\$ 93,000.00
Tournaments:	\$ 30,000.00
Fundraisers:	\$ 8,000.00
Snack Bar:	\$ 40,000.00
Interest:	\$ 400.00
Dues:	\$ -
Miscellaneous Income:	\$ -
Total Revenue	\$ 171,400.00

Expenses:

Expenses:

Admin Expense	\$ 430.83
Advertising	\$ 984.05
Awards	\$ 9,076.77
Equipment	\$ 9,442.46
Facility/Field Maint.	\$ 4,151.23
Insurance	\$ 450.00
Internet (online registration)	\$ 2,410.63
Licensing/Membership	\$ 6,842.20
Miscellaneous**	\$ 23,208.25
Paid Staff	\$ 6,900.00
Professional Services (refs)	\$ 15,305.00
Refunds	\$ 1,472.00
Rentals	\$ 2,300.00
PVRPD	\$ 20,897.70
Snack Bar Resale	\$ 15,824.89
Supplies	\$ 2,951.21
Tournament Entries	\$ 12,500.00
Uniforms	\$ 37,535.02
Contingency	\$ 20,000.00
Total Expense:	\$ 192,682.24

Admin Expense	\$ 500.00
Advertising	\$ 1,000.00
Awards	\$ 10,000.00
Equipment	\$ 5,000.00
Facility/Field Maint.	\$ 2,500.00
Insurance	\$ 500.00
Internet (online registration)	\$ 2,600.00
Licensing/Membership	\$ 7,300.00
Miscellaneous	\$ 15,000.00
Paid Staff	\$ 6,900.00
Professional Services (refs)	\$ 15,500.00
Refunds	\$ 1,500.00
Rentals	\$ 2,000.00
PVRPD	\$ 22,000.00
Snack Bar Resale	\$ 16,000.00
Supplies	\$ 2,500.00
Tournament Entries	\$ 13,000.00
Uniforms	\$ 25,000.00
Contingency	\$ 10,000.00
Total Expense:	\$ 158,800.00

Ending Balance: \$ 65,262.26

Ending Balance: \$ 77,862.26

List Savings/CDs/Investments here:

Savings Account	0
CD Account _7and 13 _month	20,000
Investment Account	0
Other Account	0
Total Other Accounts	0
Checking + Other	\$ 85,262.26

List Savings/CDs/Investments here:

Savings Account	0
CD Account ____month	30,000
Investment Account	0
Other Account	\$ -
Total Other Accounts	0
Checking + Other	\$ 107,862.26

** misc. expense includes - tri-tip and flower fundraiser, spirit wear, clinics, field rental fee, photography, rentals, etc....

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
September 2, 2015**

1. CALL TO ORDER

Call to Order

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:03 p.m. by Chairperson Magner.

2. PLEDGE of ALLEGIANCE

Park Supervisor Matt Parker led the pledge.

3. ROLL CALL

Roll Call

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Administrative Analyst and Clerk of the Board Michele Kostenuik, Customer Service Representative and Board Secretary Karen Roberts, Recreation Supervisors Jane Raab and Lanny Binney, Park Supervisor Matt Parker, Human Resources Specialist Kathryn Drewry, Roberto Martinez, Matt Lorimer, Owen Arthur, Tim Azbell, John Jensen, Dan Johnston, Brian Moran, Yoram Shakib, John Clay, Ian Prichard, Elizabeth Brooks, David Tennesen, Jeanette Rueckert, Diane Uyemomi, Maria Shibata, Beverly Dykes, Will Dykes, Lisa Jensen, Eric Jensen, Christy Rueckert, Mike Lasky, Aaron Zavala, Denise Zavala, Justin Gamble, Bryan Monka, Jessica Wharton, Charles Scofield, Alfonso and Carmen Mitra, Kelly Smith, Dominique Louette, Cris Lebrilla, Nathan Ponder, Carolyn Park, Ray Curtis, Steve Monka, Fernando Gonzalez, Ron Zavala, Larry Ryan, Adrian and Lara and Cristina Lam, Ron Grassette, Rajinder Rai, Erica Zimmermann, Joseph Garcia, and Brianette MacPolin.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Motion Carried

Carried

5. PRESENTATIONS

A. District Highlights

Park Supervisor Matt Parker presented an update on the monthly status of District events and activities. Highlights of August included the sports fall league softball and basketball registrations, summer swim lesson attendance of over 14000 along with campers, lap swim and 44 lifeguards and swim instructors. Over 210 participants signed up for the End of Summer Campout at the Community Center Park and Camp Funtastic averaged 50 daily campers during the 10 week summer period. At the Senior Center,

there was a Tech Fair on August 10 and the Mil-Vet Expo on August 15 with over 900 community members present. The Parks Department repaired the marquee at the Community Center, dethatched PV Fields, worked on sod repair at Freedom Park, and service maintenance aide and recreation leader positions are still open.

B. Military and Veterans Expo

Recreation Supervisor Jane Raab presented a message from Kim Evans, the executive director of the Ventura County Military Collaborative which held the Mil-Vet Expo on August 15 at the Community Center Park. There were over 1500 community members in attendance with 125 volunteers, 120 government and non-profit agencies, a kids zone, St. John's Medical, a job fair, law enforcement vehicles, and musical entertainment throughout the day. Carl's Jr. served and donated over 623 meals along with the Moose Lodge which also served free hamburgers. The District was provided about \$1300 in vendor revenue along with a \$500 check donated from the Collaborative.

6. PUBLIC COMMENT

Chairperson Magner accepted nine speaker cards from Administrative Analyst and Clerk of the Board Michele Kostenuik. The first speaker, Roberto Martinez the interim CEO at the Boys and Girls Club of Camarillo has been with the club for over four years. The club serves over 1000 children a year. Mr. Martinez stated that the goals of the District and the Boys and Girls Club allow for a natural collaboration and he looks forward to developing a healthy relationship with the District.

Tim Azbell, with AYSO stated he had concerns over facility use and overloading particularly at Woodcreek Park where AYSO has District permitted use for soccer practice. Mr. Azbell mentioned that it was not safe due to overcrowding and that Monka Soccer Academy (MSA) soccer teams have been taking over AYSO's practice space. Mr. Azbell has been in touch with Lanny Binney, but would also like to set up a meeting with General Manager Mary Otten for further discussion.

John Jensen, a Camarillo resident for 45 years, has grandchildren who are currently playing soccer with MSA. The District has recently denied MSA the community service group designation which the Eagles and AYSO hold. Mr. Jensen mentioned that the District Board has a board member who is involved with the Eagles and whose wife is president of the club. Mr. Jensen also mentioned that the Eagles volunteers collect fees for parking at PV Fields and no other group does. Mr. Jensen would like to see fairness and impartiality from the District and suggested that the District designate another community service group or rotate the groups so that everyone has a chance to use PV Fields as needed.

Owen Arthur of Camarillo lives next to Valle Lindo Park and has had a concern for over two and a half years. Mr. Owens stated that Eagles Soccer Club has maintained a storage box and a light fixture which are in disrepair right next to CAPE School. Mr. Arthur stated that the Eagles did help to fix a damaged wall on school property, but has not owned up to taking care of their equipment. Mr. Arthur would like the storage containers removed. General Manager Mary Otten did mention that the containers are on school property and not District property.

Dan Johnston of Camarillo has children who have played with the Eagles, AYSO, and currently MSA. Mr. Johnston's concern is that MSA cannot use the fields as the other two groups do. Mr. Johnston stated that he does not understand why a similarly structured group such as MSA is not allowed access to the fields.

Bryan Moran of Camarillo read a statement which addressed many Camarillo residents' concerns that the District is acting in an unfair, immoral and illegal manner by denying all Camarillo children and parents equal access to the soccer fields at PV Fields. Mr. Moran stated that the residents have a right to seek damages if anyone sustains injury from playing on poorly maintained fields if the District is denying access to PV Fields. Mr. Moran asked for equal access to all Camarillo residents and collected signatures supporting the request.

Yoram Shakib of Oak Park urged the District to do the right thing by granting MSA access to PV Fields. Mr. Shakib stated that his son was in the audience with a broken kneecap caused from playing in poor quality soccer fields elsewhere.

John Clay grew up in Camarillo playing with AYSO and many other sport organizations. His children have played with AYSO, the Eagles and MSA. Mr. Clay stated that he would like to see his children have the same opportunity to play on the same fields as AYSO and Eagles soccer players.

Matt Lorimer of Camarillo stated that the City of Camarillo gives no money to the senior center. Four years ago Mr. Lorimer approached the senior center and arranged to pick up and deliver food from Trader Joes in Thousand Oaks and Westlake to the senior center every Friday. The senior center provides the space and staff helps with the food distribution. Mr. Lorimer stated that he donates his time for the many seniors who need the food to get by each week.

7. CONSENT AGENDA

- A. Minutes for Regular Meeting July 1, 2015 and Special Meetings July 21 and July 24, 2015
- B. Warrants, Accounts Payable & Payroll thru August 20, 2015
- C. Financial Report
- D. Consideration and Approval of 2.5% Cost of Living Adjustment for Non-represented Employees and Salary Schedule

Chairperson Magner called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve the Consent Agenda.

Voting was as follows:

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

Noes:

Absent:

Motion Carried

**Motion to
Approve Consent
Agenda**

Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Woodcreek Well Site Update

General Manager Mary Otten introduced Ian Prichard with the Camrosa Water District who provided an update of the proposed well site at Woodcreek Park. Mr. Prichard displayed a map of Southern California Edison's proposed easement which would extend from the well site to the corner at Mission Oaks Boulevard. Edison's trench will be about three feet deep and will be completely covered over once the work is done. Discussion included a two week timeline, Camrosa's contact with the school district, installation of fencing for safety, access to playground equipment at the park, the relocation of irrigation boxes from field center to the edges, proper compaction after trenching, Camrosa's responsibility for turf restoration, the limited field use due to trenching and a recommendation that trenching not begin until after Thanksgiving so there is a lesser impact on the usage of the soccer fields.

B. Consideration and Adoption of District Naming Policy

General Manager Mary Otten presented the District Naming Policy for approval. Discussion included the recommended changes made, emphasis that renaming of parks should be strongly discouraged, and the advancement of a naming application submission to the General Manager to the Policy Committee and then the Board of Directors.

Chairperson Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to adopt the District Naming Policy.

**Motion to
Adopt District
Naming Policy**

Voting was as follows:

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

Noes:

Absent:

Motion Carried

Carried

C. District Turf Removal and Water Conservation Plan Update

Park Supervisor Matt Parker provided an update regarding the implementation of water conservation measures. At the July Board meeting, staff was directed to focus conservation efforts on Camrosa Water District serviced parks because of the 32% potable water reduction goal imposed. The District has reduced 20% from 2013 levels and needs to reduce by 12% more. Discussion included reclaimed water at PV Fields, smart controllers, soil amendments and supplement experimentation, duration of Cool Terra Bio-Char and Hydretain applications, labor costs, maintenance of plant and tree health, irrigation upgrade costs, importing non-potable water to water trees, rental rates on water trucks, signage on the District's water conservation efforts, turf reduction in Mission Oaks parking lot islands, partnering with City with their extra water, potential projects with a developer in order to reduce by another 12%, a Home Depot program to obtain free labor and/or materials, and weed control after turf removal. Staff will bring back additional information after the implementation of suggested measures.

9. INFORMATIONAL ITEMS

- A. Chairperson Magner – Chairperson Magner congratulated General Manager Mary Otten on the completion of her first year with the District. Ms. Magner also welcomed back Director Bob Kelley after several weeks absence. In reference to soccer field usage, Ms. Magner stated that General Manager Otten will get back to the individuals and groups involved. Ms. Magner also mentioned that not everyone will be satisfied as solutions are explored along with past policies and turf management issues.
- B. Ventura County Special District Association/California Special District Association – On August 4, Directors Malloy, Mishler, General Manager Otten and Chairperson Magner attended the Strathearn Historical Park & Museum in Simi Valley for VCSDA’s monthly meeting. On August 14, Chairperson Magner was in Sacramento for a CSDA fiscal committee meeting which recommended a budget approval and no raise in 2016 membership fees. The annual CSDA meeting will be held in Monterey, CA the week of September 21.
- C. Santa Monica Mountains Conservancy/Joint Land Use Study – Director Mishler stated there was an August 17 SMMC meeting which passed the guidelines for Prop 1 funding of grant money for which the District can apply. JLUS will hold its final meeting next week and will approve final documents.
- D. Standing Committees – Finance – Director Malloy stated that we are below budget in spending and over budget in revenue. The District will be investing developer fees shortly. An agreement with SEIU has proceeded. The committee realizes that the District will always need to purchase water even with mandates and rising rates, so the District needs to continue to implement water saving measures where possible. Personnel - The committee began working with a draft of the employee handbook.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Dixon mentioned that the Foundation is planning an October 10 fundraiser and has received sponsorships from Whole Foods, Bates Chiropractic, and Livingston Memorial Visiting Nurse Association so far. Mr. Dixon thanked staff for keeping programs consistent even with financial cuts. The Foundation would like to continue to help support District programs and is coordinating with the Lions Club and the Kiwanis to purchase special play equipment for the parks. The community’s assistance is needed, so please consider purchasing a ticket to the fundraiser which is tax deductible and an investment in your own community.
- F. General Manager’s Report – Ms. Otten stated that reclaimed water should be available at PV Fields by the end of October. Edison will be out there soon and then the District will be able to request agricultural rates for the wells. Ms. Otten congratulated Chairperson Magner on her recent election to the CSDA Board. Current projects are the park ranger program and citations, District branding, and software conversion. Ms. Otten will attend the NRPA conference in Las Vegas in September. Upcoming is the Farmers Market on Wednesdays from 3pm to 7pm, the October Wii Bowling Tournament, the Rummage Sale on October 10 and the Foundation’s fundraiser, Autumn Bluegrass Party for the Parks on October 10.

10. ORAL COMMUNICATIONS

Director Malloy congratulated Chairperson Magner on her CSDA Board election. Mr. Malloy stated that the renovated marquee at the Community Center looks great and complimented staff members who completed the project. Director Mishler commented that with regards to user groups at PV Fields, field usage is maxed out because turf management needs to be considered as well. AYSO is open to all registrations even if a player cannot afford the registration fee. There are currently two organizations providing access at PV Fields and more organizations there do not necessarily mean more access. Director Kelley stated that Governor Brown is still allowing billions of water to flow out to the ocean while everyone continues to make steep cuts in their water usage. Regarding comments from the public, Mr. Kelley stated that his role with the Eagles Soccer Club has been as its legal counsel and its chief volunteer for the last 18 years and he does not collect any money from the club. Mr. Kelley stated that there has never been any Eagles business issues come up before the Board and that he will continue to volunteer working with the kids. Mr. Kelley also commented that he did not think the Board should be threatened by organizations. Mr. Kelley commented that Bryan Monka and many of the people with MSA used to be with the Eagles and had access to PV Fields. Chairperson Magner thanked staff for all their hard work.

11. ADJOURNMENT

Chairperson Magner adjourned the meeting at 8:21 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Elaine Magner
Chairperson**

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

TO: BOARD OF DIRECTORS

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

DATE: October 7, 2015

SUBJECT: FINANCE REPORT - AUGUST

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statement for August 31, 2015.

ANALYSIS OF COMPARATIVE FINANCIAL THRU AUGUST 31, 2015

Attached you will find the PVRPD Summary Financial Statement for the period of July 1, 2015 through August 31, 2015 with a year-to-date comparison for the period of July 1, 2014 through August 31, 2014.

REVENUES

Total revenue for the 2nd month ending August 31, 2015 has decreased \$717,245 over the same period as last year. This decrease is primarily due to the following two items; 1) Quimby Fee in the amount of \$615,709 from AMLI in July, and 2) NRPA Grant in the amount of \$75,000. The District's actual revenue is lower than prior year by \$26,536 for the same time period as fiscal year 2014-2015. Actual revenues have reached 3.65% of the annual adopted budgeted.

EXPENDITURES

Personnel Expenditures decreased for fiscal year 2015-2016 by \$17,126 in comparison to personnel expense for the same period as fiscal year 2014-2015. This is a result of staff contributing more towards their own retirement and health benefits. Payroll is currently 15.5% of budget or 1.5% below budget.

Service and Supply Expenditures have decreased \$63,582 in comparison to the same time period as last year. The decrease is primarily due to water expense. Staff has been very diligent on keeping track of water usage for all parks, making sure the District is meeting the water reduction limits. This decrease is due to utilities and the payment/billing cycles. This will rectify itself by the end of the first quarter.

There has been no activity in Capital Expenditures for the 2nd month of fiscal year 2015-2016.

FISCAL IMPACT

The District is starting the fiscal year under the approved budget by 6.8% and managers will continue to make a concerted effort to spend under the adopted budget during this fiscal year to help build reserves.

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statement for August 31, 2015.

ATTACHMENTS

- 1) District Unaudited Manager Version Financial Statement as of August 31, 2015
(3 pages)

**Pleasant Valley Recreation and Park District
PVRPD:SUMMARY(Unaudited) from Great Plains
Year to Date Comparison
Statement of Revenues and Expenditures
For the period July 1, 2015 through August 31, 2015**

Account	Current Month August	PREVIOUS Year To Date 2015	CURRENT Year To Date 2016	BUDGET TOTAL Adopted 7/1/15	BUDGET REMAINING	% Of Budget Used 17%	
DISTRICT WIDE REVENUE							
Tax Apportionment	5110			5,625,055.00	5,625,055.00	0.00%	
Supplemental Assess Roll	5240			168.00	168.00	0.00%	
Assessment Income	5500			1,017,150.00	1,017,150.00	0.00%	
Park Dedication Fees (Quimby Fee)	5400	615,709.00		-	-	0.00%	
District Wide Revenue	-	615,709.00	-	6,642,373.00	6,642,373.00	0.00%	
			(615,709.00)				
RECREATION AND PARK REVENUE							
Public Fees	5510	64,208.63	154,378.56	136,517.53	610,177.00	473,659.47	22.37%
Certification Income	5512				-	-	100.00%
Public Passes	5520	5,637.99	17,835.96	16,974.90	71,217.00	54,242.10	23.84%
Facility Rentals	5530	21,094.83	42,541.24	37,609.83	269,769.00	232,159.17	13.94%
Veteran's Field Rental	5531		840.25		-	-	0.00%
BMX Track Rental	5532	290.00	500.00	580.00	-	(580.00)	0.00%
RC Track Rental	5533		600.00		-	-	0.00%
Roller Hockey Rink Rental	5534	3,750.00		5,175.00		(5,175.00)	0.00%
Facility Cleaning Fee	5505						#DIV/0!
Park Patrol Citations	5506	677.00	1,430.56	677.00	900.00	223.00	100.00%
Plan Check Fee	5507				100.00	100.00	0.00%
Dividends Pardec Prior Yrs	5460				14,200.00	14,200.00	0.00%
Cell Tower Income	5535	1,969.64	15,010.73	10,695.27	93,381.00	82,685.73	11.45%
Indemnity Income	5545				5,000.00	5,000.00	0.00%
Senior Dues	5550	102.00	190.00	353.00	1,800.00	1,447.00	19.61%
Senior Services Income	5515	485.00	1,250.00	1,080.00	2,200.00	1,120.00	49.09%
Activity Guide Income	5555	400.00	2,000.00	400.00	6,000.00	5,600.00	6.67%
Vending Commissions	5525	99.40	53.56	261.07	940.00	678.93	27.77%
Banner Income	5562				900.00	900.00	0.00%
Donations	5570	1,633.87	72,218.92	71,942.12	92,350.00	20,407.88	77.90%
Donations for CIP Projects	5571						#DIV/0!
Grant - NRPA	5572		75,000.00		-	-	#DIV/0!
Other Misc Income	5575	4,202.62	9,868.99	9,456.51	34,335.00	24,878.49	27.54%
Over/Under	5580		4.49		(96.00)	(96.00)	0.00%
Incentive Income	5585	18.47	(100.00)	18.47	17,075.00	17,056.53	0.11%
Reimbursement - ROPS	5600				136,000.00	136,000.00	0.00%
Other Interest Income	5310	284.23	260.16	606.34	5,573.00	4,966.66	10.88%
Recreation and Park Revenue	104,853.68	393,883.42	292,347.04	1,361,821.00	1,069,473.96	21.47%	
TOTAL GENERAL FUND REVENUE	104,853.68	1,009,592.42	292,347.04	8,004,194.00	7,711,846.96	3.65%	
			(717,245.38)				
GENERAL FUND EXPENDITURES							
Regular Wages	6100	161,403.61	317,492.75	294,679.07	2,173,806.00	1,879,126.93	13.56%
Overtime Wages	6101	526.67	2,145.85	1,109.77	17,162.00	16,052.23	6.47%
Part-Time Wages	6110	69,401.32	136,053.12	130,013.77	689,336.00	559,322.23	18.86%
Retirement	6120	25,799.59	74,000.97	49,307.61	373,844.00	324,536.39	13.19%
Part-Time 457 Pension	6121	135.22		270.44	4,100.00	3,829.56	6.60%
Employee Group Insurance	6130	23,600.96	50,319.08	53,448.34	283,043.00	229,594.66	18.88%
Worker's Compensation	6140	10,456.34	15,867.68	20,912.68	98,228.00	77,315.32	21.29%
Unemployment Insurance	6150				7,500.00	7,500.00	0.00%
PERS Unfunded Liability	6170	14,506.00		29,012.00	174,072.00	145,060.00	16.67%
Other Post Employee Benefit Exp	6161	-	-	-	-	-	0.00%
Personnel Expenditures	305,829.71	595,879.45	578,753.68	3,821,091.00	3,242,337.32	15.15%	

				(17,125.77)			
Telephone	6210	1,118.56	1,081.27	2,177.37	18,792.00	16,614.63	11.59%
Internet Services	6220	502.00	946.57	929.00	10,488.00	9,559.00	8.86%
Pool Supplies	6310	1,007.58	1,403.52	1,007.58	15,000.00	13,992.42	6.72%
Janitorial Supplies	6320	8,078.13	9,124.37	10,325.63	46,100.00	35,774.37	22.40%
Kitchen Supplies	6330		66.52		1,395.00	1,395.00	0.00%
Food Supplies	6340	149.81	1,601.55	149.81	8,253.00	8,103.19	1.82%
Water Maint. & Service	6350	128.25	119.76	128.25	1,320.00	1,191.75	9.72%
Laundry/Wash Service	6360		104.75		350.00	350.00	0.00%
Janitorial Services	6370		145.18		3,000.00	3,000.00	0.00%
Medical Supplies	6380	(250.00)	8,177.92		1,745.00	1,745.00	0.00%
Insurance - Liability	6410	8,395.92	5,163.69	16,791.84	103,043.00	86,251.16	16.30%
Fuel	6510	4,120.91	1,830.74	4,120.91	48,000.00	43,879.09	8.59%
Vehicle Maintenance/Repair	6520	3,569.45	798.17	4,430.07	37,800.00	33,369.93	11.72%
Office Equipment & Repair	6530				1,175.00	1,175.00	0.00%
Computer Equip.-Maint./Repair	6540		1,263.99		5,248.00	5,248.00	0.00%
Bldg Maintenance/Repair	6610	3,990.10	9,261.87	4,451.53	90,300.00	85,848.47	4.93%
Bldg Eqpt Maint Repair	6620	1,177.32		1,177.32	10,800.00	9,622.68	10.90%
Improvements/Maintenance	6630		1,875.00		24,500.00	24,500.00	0.00%
Incidental Costs-Assessment	6709				27,500.00	27,500.00	0.00%
Grounds Maintenance	6710	3,397.80	9,355.12	6,049.82	95,180.00	89,130.18	6.36%
Contracted Landscaping Services	6720	10,250.00	12,562.06	41,037.81	395,900.00	354,862.19	10.37%
Contracted Pest Control	6730				2,000.00	2,000.00	0.00%
Rubbish & Refuse	6740	3,360.10	6,405.43	6,720.20	51,100.00	44,379.80	13.15%
Vandalism/Theft	6750	4,542.73		4,619.62		(4,619.62)	#DIV/0!
Memberships & Dues	6810	132.50	1,999.33	145.00	12,272.00	12,127.00	1.18%
Office Supplies	6910	2,226.27	3,429.04	2,143.73	23,897.00	21,753.27	8.97%
Postage/Freight & Express Mail	6920	658.10	5,238.65	5,540.18	23,600.00	18,059.82	23.48%
Advertising	6930		686.00		16,590.00	16,590.00	0.00%
Printing Charges	6940	1,062.66	1,224.59	1,055.16	17,516.00	16,460.84	6.02%
Bank & ActiveNet Charges	6950	6,458.50	10,944.85	10,969.71	38,020.00	27,050.29	28.85%
Approp.-Redev./Collection Fees (est)	6960	30,507.67	65,283.33	61,015.33	366,092.00	305,076.67	16.67%
Minor Furniture Fixtures & Equipment	6980				4,070.00	4,070.00	0.00%
Computer Hardware/Software	6990	(875.65)	3,550.53	(875.65)	18,852.00	19,727.65	-4.64%
Fingerprint Fees-HR	7010	128.00		128.00	1,705.00	1,577.00	7.51%
Fire & Safety Inspection Fees	7020				5,088.00	5,088.00	0.00%
Business Permit & License Fees	7030		89.01		4,825.00	4,825.00	0.00%
State License Fee	7040		415.00		-	-	0.00%
Legal Services	7110				73,815.00	73,815.00	0.00%
Typeset & Print Services	7115		11,433.31		50,700.00	50,700.00	0.00%
Instructor Services/Payment	7120	21,508.90	22,532.37	22,192.05	139,186.00	116,993.95	15.94%
PERS Administrative Fees	7125	544.41	159.61	655.21	1,249.00	593.79	52.46%
Audit Services	7130				10,950.00	10,950.00	0.00%
Medical & Health Services-HR	7140	445.00	100.00	445.00	2,500.00	2,055.00	17.80%
Security Services	7150		663.43	433.50	4,586.00	4,152.50	9.45%
Entertainment Services	7160		350.00		1,950.00	1,950.00	0.00%
Business-Services	7180	6,423.02	12,079.47	8,982.28	72,268.00	63,285.72	12.43%
Umpire&Referee Services	7190	130.00	670.00	130.00	1,900.00	1,770.00	6.84%
Publications & Subscriptions	7210	573.75	446.85	573.75	3,616.00	3,042.25	15.87%
Rents & Leases-Equipment	7310	426.54	1,596.97	829.44	31,360.00	30,530.56	2.64%
Building/Field Leases and Rentals	7320		10.00		8,628.00	8,628.00	0.00%
Aquatic Supplies	7410	307.55	87.05	307.55	1,910.00	1,602.45	16.10%
Classroom Supplies	7420		820.39		6,705.00	6,705.00	0.00%
Bingo Supplies	7430		489.93	721.60	7,500.00	6,778.40	9.62%
Sporting Goods	7440	98.58	56.75	98.58	10,029.00	9,930.42	0.98%
Art & Craft Supplies	7450	169.16	59.96	169.16	3,280.00	3,110.84	5.16%
Training Supplies	7460		198.50		3,650.00	3,650.00	0.00%
Camp Supplies	7470	447.51		447.51	700.00	252.49	63.93%
Small Tools	7510	1,695.57	1,931.16	1,744.55	16,500.00	14,755.45	10.57%

Uniforms	7610	300.80	529.33	300.80	11,285.00	10,984.20	2.67%
Safety Clothing & Supplies	7620	1,569.47	1,228.53	1,569.47	8,415.00	6,845.53	18.65%
Conference & Seminars	7710	(80.00)	1,100.00	(275.05)	15,195.00	15,470.05	-1.81%
Out of Town Travel	7720		1,236.40		16,784.00	16,784.00	0.00%
Private Vehicle Mileage	7730	275.43	141.68	275.43	4,903.00	4,627.57	5.62%
Transportation Charges	7740				1,200.00	1,200.00	0.00%
Special Events	7750	497.50	2,597.50	497.50	19,320.00	18,822.50	2.58%
Tuition/Book Reimbursement	7760					-	#DIV/0!
Gas	7810	1,774.00	1,788.03	1,774.00	29,693.00	27,919.00	5.97%
Water	7820	21,505.48	76,838.39	21,505.48	829,626.00	808,120.52	2.59%
Electricity	7830	17,547.18	20,969.41	17,547.18	264,450.00	246,902.82	6.64%
Awards & Certificates	7910	519.76	3,795.00	519.76	17,995.00	17,475.24	2.89%
Meals & Entertainment	7920	23.74	103.92	23.74	2,800.00	2,776.26	0.85%
Employee Morale	7930				3,450.00	3,450.00	0.00%
Cost to Issue Side Fund Loan	6971		807.38			-	#DIV/0!
Cost to Issue COP's	6970		4,135.28			-	#DIV/0!
Loan Payment Pension Obligation (est)	6160	18,747.75	36,800.00	37,495.50	224,973.00	187,477.50	16.67%
COP Debt - PV Fields (est)	7950	61,585.08	120,250.00	123,170.17	739,021.00	615,850.83	16.67%
Service and Supply Expenditures		250,872.89	489,954.41	426,372.38 (63,582.03)	4,173,608.00	3,747,235.62	10.22%
Capital Expenditures	8400				454,000.00	454,000.00	0.00%
LWCF Grant	8401						
NRPA Grant	8402						
Equipment/Facility Replacement	8420		872.70		25,000.00	25,000.00	0.00%
Parking Lot Repair-Assessment	6718				-	-	#DIV/0!
Tree Care-Assessment	6719				-	-	#DIV/0!
Playground Replacement- Assess	6721				-	-	#DIV/0!
Park Amenities- Assess	6722		4,745.62		-	-	#DIV/0!
Facility Replacement	6723				-	-	#DIV/0!
Capital Expenditures		-	5,618.32	-	479,000.00	479,000.00	0.00%
TOTAL GENERAL FUND EXPENDITURES		556,702.60	1,091,452.18	1,005,126.06	8,473,699.00	7,468,572.94	11.86%

(86,326.12)

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Superintendent

DATE: October 7, 2015

**SUBJECT: CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE DISTRICT AND CAMROSA WATER
DISTRICT FOR MONITORING WELLS LOCATED AT
CALLEGUAS CREEK AND HERITAGE PARKS**

RECOMMENDATION

It is recommended that the Board approve the agreement with Camrosa Water District to install monitoring wells located at Calleguas Creek and Heritage Parks.

BACKGROUND

Camrosa Water District had a preliminary hydrogeological well site feasibility study prepared in August of 2014. A field survey of the potential well sites was conducted to identify potential well sites and correlated the sites with local hydrogeological conditions. A total of 14 locations were believed to have the potential to be viable sites at the time of the survey.

Camrosa Water District is now interested in placing monitoring wells at Calleguas Creek and Heritage Parks. As part of Camrosa's efforts to increase the percentage of water supply that comes from local resources and decrease the dependency of high-priced, imported State Water Project water, they are looking to maximize their use of local resources. To this end, they are drilling a second well in Woodcreek Park (see January 15, 2015 lease agreement) and have plans for subsequent wells in the Pleasant Valley Basin, which will fall in the Mission Oaks area. In order to demonstrate that the basin can support the existing, new, and future wells, Camrosa needs to monitor groundwater levels and quality. Such activity requires the drilling of monitoring wells. Calleguas Creek and Heritage Parks were identified as high-ranking viable sites in the original survey and due to the good working relationship that has developed between Camrosa and the District, Camrosa is prioritizing those two park sites.

On May 6, 2015 Camrosa Water District presented information regarding these monitoring wells. The wells are non-producing and strictly monitor water levels and water quality and are needed for several reasons to: 1) monitor the effect pumping the new Woodcreek well has in other areas of the groundwater basin 2) provide data to indicate what pumping of the new well at Woodcreek does to the water level in other portions of the groundwater basin and 3) make sure the increased pumping at Woodcreek well does not negatively impact the basin.

ANALYSIS

A new production well is to be drilled at Woodcreek Park and the requested monitoring wells will provide basin groundwater data for analyzing the impact, if any, the production well at Woodcreek Park will have on the groundwater basin. The purpose of the monitoring wells is to provide basin water level and water quality data so that basin sustainability is ensured. This data is needed before Camrosa can move forward with the drilling of an additional well.

A monitoring well takes two to three weeks to drill and drilling only takes place during daylight hours. The space needed to drill is 150' x 150', but once drilling is complete, the monitoring well will have negligible impact on park space (see Attachment #2.)

FISCAL IMPACT

There is no fiscal impact associated with this request.

RECOMMENDATION

It is recommended that the Board approve the agreement with Camrosa Water District to install monitoring wells located at Calleguas Creek and Heritage Parks.

ATTACHMENTS

- 1) Exhibit A – Potential Monitoring Well Site Locations (2 pages)
- 2) Exhibit B – Typical monitoring well (2 pages)
- 3) Exhibit C – Agreement (8 pages)



**POTENTIAL WELL SITE NO. 6
HERITAGE PARK LOCATION
Well Site Feasibility Study
Camrosa Water District
Camarillo, California**

PLATE 8



**POTENTIAL WELL SITE NO. 12
CALLEGUAS PARK LOCATION
Well Site Feasibility Study
Camrosa Water District
Camarillo, California**





10/57

**AGREEMENT BETWEEN
CAMROSA WATER DISTRICT AND
PLEASANT VALLEY RECREATION AND PARK DISTRICT FOR
INSTALLATION OF TWO GROUNDWATER MONITORING WELLS**

THIS LEASE AGREEMENT ("Agreement" or "Lease Agreement") is entered into this ___ day of _____, 2015, by and between PLEASANT VALLEY RECREATION AND PARK DISTRICT, in Ventura County, California, a public agency established in accordance with Public Resources Code Section 5780 et seq. hereinafter referred "PLEASANT VALLEY," and CAMROSA WATER DISTRICT in Ventura, California, hereinafter referred "CAMROSA."

RECITALS

- A. CAMROSA and PLEASANT VALLEY entered into lease agreements in January 1981 and January 2015 authorizing CAMROSA to construct water wells (Woodcreek Well & Pleasant Valley Well No. 2, respectively), on PLEASANT VALLEY'S real property as described in Exhibit A (Woodcreek Park), to supplement CAMROSA's potable water supplies.
- B. As consideration for the leases of PLEASANT VALLEY'S real property, CAMROSA agreed to supply PLEASANT VALLEY with irrigation water from these wells to irrigate Pleasant Valley's park property (Woodcreek Park) contiguous to and surrounding the leased property only and for no other purpose.
- C. At some point in the future, CAMROSA desires to drill a third well, hereinafter referred to as "Pleasant Valley Well No. 3" or "new production well," within another area of the Pleasant Valley Groundwater Basin.
- D. CAMROSA has identified two candidate sites (Heritage Park and Calleguas Park) for the future Pleasant Valley Well No. 3 site. Each site is located in park properties owned by PLEASANT VALLEY. CAMROSA desires to construct a single monitoring well at each park site. The monitoring wells will allow CAMROSA to determine feasibility and potential water production for the proposed Pleasant Valley Well No. 3.
- E. It is the current intent of the parties, subject to the terms herein, that as consideration for CAMROSA'S lease of PLEASANT VALLEY'S real property ("Leased Property") for construction and use of the monitoring wells, and in the event that the monitoring wells show favorable results and CAMROSA desires in the future to construct the proposed Pleasant

Valley Well No. 3 at one of the two park sites, upon completion, Camrosa agrees to supply PLEASANT VALLEY with irrigation water from the new production well for irrigation of the PLEASANT VALLEY park property contiguous to and surrounding the Leased Property of Pleasant Valley Well No. 3, only, and for no other purpose, at the non-potable rate. As additional consideration, regardless of whether CAMROSA decides to construct a new Pleasant Valley Well No. 3 at either park site, CAMROSA shall pay PLEASANT VALLEY the annual sum of \$100.00 during the term of this Agreement.

F. CAMROSA and PLEASANT VALLEY now desire to enter into this new agreement, to potentially provide an alternative water supply to CAMROSA and irrigation water source for the PLEASANT VALLEY parcels (Heritage Park and Calleguas Park, respectively) described in Exhibit B & C.

AGREEMENT

1. **Description of Leased Property.** PLEASANT VALLEY, for and in consideration of the terms and conditions set forth herein, does hereby lease and demise to CAMROSA, and CAMROSA does hereby lease and accept from PLEASANT VALLEY, certain real property located in the City of Camarillo, State of California, consisting of approximately 25 square feet and conceptually described in Exhibits "B" and "C" attached hereto and made a part hereof by this reference, for two monitoring wells (one each in Heritage Park & Calleguas Park). The parties agree that an approximate 50' by 100' area surrounding each site hereinafter called "the construction site," may be used by CAMROSA on an as-needed basis only to provide CAMROSA a reasonably sized area for the drilling and construction of each monitoring well, and a 5' by 5' area for the subsequent maintenance, monitoring, and repair of the monitoring well and appurtenant fixtures. These respective areas shall be collectively referred to as the "Leased Property."
2. **Term.** The term of this Lease shall be for a period of forty (40) years, commencing on _____, 2015, and terminating on _____, 2055, unless sooner terminated as provided herein.
3. **Hold Over.** This Lease shall terminate and become null and void without further notice upon the expiration of the term specified, and any holding over by CAMROSA after the expiration of said term shall not constitute a renewal hereof or give CAMROSA any rights hereunder or to the lease

property.

4. **Purpose and Use of Leased Property.** CAMROSA is leasing real property herein for the express purpose of drilling, constructing, maintaining, repairing, and using the monitoring wells. This Agreement is expressly limited to CAMROSA'S use of PLEASANT VALLEY'S property for the construction and use of two monitoring wells, and for no other purpose.

Upon drilling and constructing the two monitoring wells and during their operation during the term of this Agreement, CAMROSA at its sole cost shall repair any damage caused by its activities and shall restore the surface of the ground within the sites, to a condition existing as closely as practicable prior to CAMROSA'S activities and use of the sites.

Upon favorable results and at such a time that CAMROSA desires to construct a new production well (i.e. Pleasant Valley Well No. 3) at one of the two sites, the parties intend to negotiate a separate agreement as described in the paragraph herein entitled "Consideration." Notwithstanding anything to the contrary herein (including any expression of intent herein as to consideration to be supplied in the future), this Agreement shall not be deemed to obligate either party to reach agreement in the future on the terms of a construction agreement allowing for the construction and operation of a new production well (Pleasant Valley Well No. 3).

5. **Consideration.** Subject to the terms herein, as consideration for the present lease of PLEASANT VALLEY's real property, CAMROSA does hereby agree to supply PLEASANT VALLEY with water from the future Pleasant Valley Well No. 3, if constructed, as long as the well is operating in such quantity and in such amount as PLEASANT VALLEY in its sole discretion may deem reasonably necessary for its irrigation needs. It is expressly understood and agreed to by the parties hereto that PLEASANT VALLEY shall use the water to be supplied by CAMROSA through a new production well for irrigation of PLEASANT VALLEY's park property contiguous to and surrounding the Pleasant Valley Well No. 3 only and for no other purpose. The future "well site" will utilize the existing connection to the irrigation system serving the PLEASANT VALLEY park property. CAMROSA shall pay for the cost of such physical connection and maintenance up to and including the water meter. Subject to the terms set forth in Section 4, Camrosa's intention is to charge no connection fee and to sell water to Pleasant Valley at the non-potable rate

for the property contiguous to and surrounding the future Pleasant Valley Well No. 3, only when the new production well is producing. Consistent with Section 4, nothing in this Agreement shall be deemed to obligate the parties to reach agreement on the terms (including but not limited to the consideration to be paid therefor) of a construction agreement for a new production well.

As additional consideration for this Agreement, regardless of whether CAMROSA in the future decides to construct a new production well at one of the two park sites leased herein, CAMROSA shall pay PLEASANT VALLEY the sum of \$100 per year during the term of this Agreement.

6. **Indemnification.** PLEASANT VALLEY shall be free from all liability or loss by reason of injury to any person or property (whether of or to CAMROSA, PLEASANT VALLEY, or a third party) in any way connected with or caused by CAMROSA's use of the Leased Property, including but not limited to drilling, construction, use, maintenance, repair, replacement or abandonment activities together with the monitoring well improvements or personal property of CAMROSA located therein or thereon, and including any liability for personal injury or injury to the property of CAMROSA, its agents, officers, employees and contractors. To the fullest extent permitted by law, CAMROSA shall defend, indemnify and hold PLEASANT VALLEY and its directors, officers, employees and agents harmless from and against all claims, damages, lawsuits, losses or liabilities (including reasonable attorneys' fees and experts' fees and costs incurred in litigation) (collectively "claims") which arise out of, pertain to, or relate to CAMROSA's use of the Leased Property as set forth herein, except where caused by the actual negligence, sole negligence or willful misconduct of PLEASANT VALLEY. The indemnity obligations of CAMROSA shall include any claims arising out of any failure of compliance with any laws, ordinances or regulations applicable to CAMROSA's activities hereunder. These indemnification provisions shall survive the expiration or termination of this Agreement.

7. **Ownership of Improvements and Fixtures.** It is expressly understood and agreed that any and all improvements, fixtures, machinery and equipment of whatsoever nature, at anytime constructed, placed or maintained upon any part of the Leased Property shall be, and remain the property of whichever party was responsible for the initial purchase, installation or construction, or their assigns or sub lessees, as their interest may appear.

8. **Default and Remedies.** No failure to perform any provision or covenant of this Lease shall entitle PLEASANT VALLEY to terminate this Lease unless:

(a) Such failure shall have continued for thirty (30) days after PLEASANT VALLEY provides CAMROSA with written notice requiring the performance of such provision or covenant; or

(b) If such default is of the nature that it cannot be remedied within said thirty-day period, only if CAMROSA fails to cure such default within such additional time as is reasonably necessary to cure the default, provided that CAMROSA shall commence to cure the default within said thirty-day period and shall thereafter diligently continue the curing of the default.

9. No Representations or Warranties. The parties acknowledge that this Agreement is expressly limited to the construction and operation of two monitoring wells. PLEASANT VALLEY makes no representation, warranty or guaranty concerning the quality or quantity of water which may be produced through the monitoring wells on the Leased Property or which might be ultimately produced if a new Pleasant Valley Well No. 3 was located thereon in the future. CAMROSA acknowledges and agrees to solely assume all risk, including all costs, associated with its construction, operation, repair, maintenance, replacement and abandonment of the monitoring wells and their appurtenant fixtures on the Leased Property; the quality and quantity of water produced from the wells; and any decision by CAMROSA in the future to proceed (upon separate agreement by the parties) with construction of a new production well in the selected park site based upon data received during the monitoring well period

10. Termination of Lease. This Lease Agreement shall terminate upon the sooner happening of any of the following:

- (a) Expiration of the term specified herein; or
- (b) CAMROSA determines to permanently abandon the monitoring well in the manner prescribed by Ventura County Ordinance; or
- (c) Upon CAMROSA's failure to cure any default in any of the provisions or covenants herein contained, as set forth in Section 8.

Upon termination of this Lease, CAMROSA shall restore the Leased Property to PLEASANT VALLEY in the condition it was in at the

commencement of this Lease, and comply with and satisfy all well abandonment requirements established by applicable laws, ordinances or regulations. PLEASANT VALLEY shall retain the option to keep and use any above ground facilities that are no longer used by CAMROSA.

11. **Notices.** Any and all notices or other communications required or permitted by this Lease or by law to be served on or given to PLEASANT VALLEY or CAMROSA by the other party hereto, shall be in writing and shall be deemed duly served, and given when personally delivered to PLEASANT VALLEY or CAMROSA to whom it is directed or in lieu of such personal service when deposited in the United States mail, first class postage prepaid, addressed to PLEASANT VALLEY at 1605 East Burnley Street, Camarillo, CA ,93010; or to CAMROSA at 7385 East Santa Rosa Road, Camarillo, CA 93012. Either party may change its address for the purposes of this section by giving written notice of such change to the other party in the manner provided for in this section.

12. **Compliance With Laws.** CAMROSA shall comply with all applicable laws, ordinances and regulations in its performance of this Agreement, including but not limited to those pertaining to its obligations as a public water system, and receipt of any entitlements or permits from public agencies with jurisdiction over the drilling, construction, operation and maintenance of the monitoring wells.

13. **CEQA/Environmental Laws.** CAMROSA shall be the lead agency responsible for CEQA compliance with respect to the implementation of this Agreement, and shall prepare all environmental review documents and bear all costs associated with its actions as the lead agency. PLEASANT VALLEY shall be a responsible agency and shall be responsible for its CEQA compliance, and all costs thereto, for the implementation of this Agreement. The obligations of the parties hereto are expressly conditioned upon compliance with CEQA and any other environmental laws regarding the actions contemplated by this Agreement, and the receipt of all necessary governmental approvals for such actions. CEQA compliance by both parties must be complete, with the parties willing to accept all limitations, conditions, mitigations and monitoring requirements which may be necessary, before this Agreement is effective. Notwithstanding any other provision of this Agreement, no action shall be taken to effect the actions contemplated by this Agreement, and no other action shall be taken that commits the material resources of any party, until all required environmental review is completed and the parties have independently made all findings required by CEQA and any other applicable environmental laws.

14. **Rules of Interpretation.** The terms of this Agreement have been

negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against either party to this Agreement.

15. **Severability.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.
16. **California Law.** This Agreement shall be construed and interpreted pursuant to the laws of the State of California.
17. **Recitals And Exhibits.** The foregoing recitals and exhibits are incorporated herein by reference as though fully set forth.
19. **Entire Agreement.** This instrument contains the entire agreement between PLEASANT VALLEY and CAMROSA respecting the Leased Property, and any agreement or representation respecting the Leased Property or the duties of either party in relation thereto not expressly set forth in this instrument is null and void. No alteration or variation of this Agreement shall be valid unless made in writing and signed by the parties.
20. **Counterparts.** This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document.

Pleasant Valley Recreation and Park District:

Dated: _____

Camrosa Water District:

Dated: _____

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

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Parks Supervisor**

DATE: October 7, 2015

**SUBJECT: CONSIDERATION AND APPROVAL TO EXTEND THE
LANDSCAPE MAINTENANCE SERVICES CONTRACT
BETWEEN THE DISTRICT AND QUALITY
LANDSCAPE CARE**

RECOMMENDATION

Staff recommends that the Board approve the extension of the landscape maintenance contract between the District and Quality Landscape Care.

BACKGROUND

In 2010, the Board directed staff to initiate contractual landscaping maintenance services to augment District maintenance staffing shortage. The original budget of \$115,720 was for basic weekly landscape maintenance services for fifteen (15) of the District's twenty-seven (27) parks. When this contract expired in 2013 staff reevaluated the district's needs and decided to expand the augmentation of contractual landscape services to additional sites based on an internal needs assessment. By utilizing a blend of District staff and expanding contractual support, staff determined this would help increase both service delivery and quality of standard maintenance in the parks rather than backfilling vacant Grounds Maintenance positions. Staff then evaluated the current landscape contract specifications and modified them to better suit the District's needs, allowing budgeted funds to be stretched to include more sites.

In July 2013, the modified contract that identified twenty five (25) sites for maintenance was utilized in the Request for Proposal (RFP) process. After receiving and completing the review of the RFP package, staff interviewed the top three (3) responsible bidders. The interviews were designed to allow the contractors an opportunity to provide background information on the company and to open the dialogue regarding contract expectations and general questions. Additionally, the contractors were given an opportunity, should they choose, to revise any submitted costs for services. The interview and review of the final proposal, reference check, and insurance documents identify Quality Landscape Care as the recommended contractor for the level of service requested. Michael Robinson of Quality Landscape Care assured staff that his company had the ability to supply the services indicated at the prices identified; however he did vocalize his concerns regarding the company's potential increase of the cost due to the implementation of the Obama Affordable Care Act, indicating that he would most likely return within the contract period to negotiate those associated increased costs into the final year of contract pricing.

In November 2013, staff initiated a two (2) year contract with an original budget of \$126,600.00 (or \$10,550 monthly) for landscape maintenance services with Quality Landscape Care at twenty five (25) District sites. This contract will expire November 30th 2015 unless the District and Quality Landscape Care agrees to extend the contract for an additional year with District Board approval.

In February 2015 Michael Robinson contacted the District, requesting an increase in the contract price to cover his increased cost of doing business for the remainder of the contract's term. Staff denied the increase due to many variables with the remaining budget and has maintained the original contract price to the present time.

ANALYSIS

Over the course of the contract District staff has worked well with the Quality Landscape Care team to successfully maintain our facilities at a high standard. Quality Landscape has also maintained professionalism in the quality of their work, image, and condition of equipment reflecting the District in a positive fashion.

In August 2015 staff evaluated the Landscape Maintenance Contract with Quality Landscape and the current market. Considering the 2014 CPI increase was 1.3% and the Federal projected CPI increase could be 2.3% in 2016, the Affordable Care Act, and the effects the Minimum Wage rate will increase business costs. For these reasons staff was concerned that if the District went out to bid, the contract for landscape management could come at a much higher price than they were reported two (2) years ago based on today's market. Staff is recommending to offer Quality Landscape Care a one (1) year contract extension due to their performance.

Staff has been in verbal discussions regarding a contract extension and negotiating a rate for services as identified in the original landscape contract to Quality Landscape Care and owner Michael Robinson. Michael Robinson stated that his company could only entertain the option to extend the contract if he covered his costs with a 3% profit factor. This would increase the current contract price about 10.25% annually which would reflect a change from \$10,250 to \$11,300 monthly. Staff evaluated this proposal and deemed it to be a reasonable request considering it is 3.5% lower than their pre-negotiated original bid quote of \$11,710 monthly from two (2) years ago.

ALTERNATIVE OPTIONS:

The Board may choose to not take the recommended action on this item. The alternative actions available are:

- Allow the current contract to expire and initiate a Request for Proposal (RFP) for contractual services. The impact would be a time delay which would require Quality Landscape Care to maintain the facility on a month-to-month basis.
- Allow the contract to expire and to initiate District staff to maintain all park sites. This action would require the District to invest in both capital out-lay for equipment as well as additional staffing.

FISCAL IMPACT

The financial impact associated with this action would be \$7,350.

RECOMMENDATION

It is recommended that the Board approve the extension of the landscape maintenance services contract between the District and Quality Landscape Care.

ATTACHMENT

- 1) Quality Landscape Maintenance Contract & Specifications (35 pages)
- 2) Addendum to Contract (1 page)

**CONTRACT FOR LANDSCAPE MAINTENANCE
SERVICES AS IDENTIFIED IN RFP NO. PVRPD- 2013 - 5**

This Contract for Landscape Maintenance Services (“Contract”) is made and entered into in the County of Ventura, State of California, this November 1, 2013, by and between the Pleasant Valley Recreation and Park District, a special district (“District”), and Quality Landscape Care (“Contractor”)

WHEREAS, The District desires to hire Contractor to perform landscape maintenance services specified herein; and

WHEREAS, Contractor represents that Contractor and/or Contractor’s personnel have the qualifications and experience to properly perform such services;

NOW, THEREFORE, District and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish District with landscape maintenance services for landscape maintenance, as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Contract, Contractor shall perform the services in the method, detail, and means of performing the services as set forth in Exhibit A.

3. Standard of Performance

- a. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The District will deal directly with and make all payments to the Contractor.
- b. The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of responsibilities under the contract.
- c. Periods of performance may be extended if the facts as to the cause of delays justify such extension in the opinion of the General Manager.

4. Nonexclusive Services

This Contract shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the District.

5. Coordination of Services

All services are to be coordinated with the Park Superintendent or designee ("Park Superintendent") and shall be performed under the general direction of the General Manager.

6. Place of Work

Contractor shall perform the services provided for in this Contract at all sites identified in RFP exhibits B and selected sites of exhibit D (Bob Kildee, Camarillo Grove, Community Center, and Mission Oaks parks)

7. Correction of Errors

Contractor agrees to correct, at its expense, all errors which may be disclosed during review of Contractor's services. Should Contractor fail to make such corrections in a reasonably timely manner, such corrections shall be made by District, and the cost thereof shall be paid by Contractor.

8. Time for Performance

All services performed under this Contract shall be completed pursuant to the schedule provided in Exhibit A (Landscape Maintenance Proposal) attached hereto and incorporated by this reference in full herein.

9. Principal in Charge

Contractor hereby designates **Mr. Michael Robinson** as its principal-in-charge and person responsible for necessary coordination with Park Superintendent or designee.

10. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Contract, all City, State and Federal permits, licenses, and certificates required in connection with the performance of services under this Contract, including a City of Camarillo business license.

Contractor shall be required to possess a State of California C-27 Landscape Contractor's license and a California Department of Pesticide Regulation pesticide applicators/operators

certificate in the appropriate categories prior to signing a written agreement with the District.

Contractor shall be required to possess a City of Camarillo Business License prior to signing a written agreement with the District.

11. District's Responsibility

District shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. Park Superintendent agrees to provide direction to Contractor as requested regarding particular project requirements.

12. Term of Contract

The term of the contract shall be two (2) years, November 1, 2013, and ending November 30, 2015. The starting date of November 1, 2013 is pending final approval by the district.

Option to Extend for Good Performance: The District may, at its option, and with the approval of the Contractor, extend the period of the agreement for an additional 12 months. Contractor shall be notified in writing by the District Park Superintendent of the District's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the contract. Any price increases or decreases shall be negotiated at time of contract extension.

13. Cancellation

The District reserves the right to cancel this contract at any time if the Contractor fails to provide adequate service or comply with specifications by giving the Contractor fourteen (30) days written notice of its intent to do so.

14. Default

If Contractor defaults in its performance of any provision contained in this Contract Agreement, it shall be lawful for District to exercise any and all remedies which may be available to District pursuant to law, and it shall be lawful for District to exercise any and all remedies granted to District pursuant to this Contract Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Contractor is expressly made a condition of this Contract Agreement, and upon the breach thereof, if not remedied by Contractor, District may exercise any and all rights of termination of this Contract Agreement. In the event District determines that Contractor has defaulted in any of its obligations under this Agreement, District shall deliver to Contractor a written notice advising Contractor of the provisions of this Agreement in which it is in default. The notice may also serve as notification that Contractor shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. If Contractor defaults in the performance of any other obligation under this Agreement, Contractor shall have a period of ten (10) days within which to remedy such default. If Contractor does not remedy a default in its obligations under this Contract Agreement pursuant to the remedy provisions provided above, all rights terminate upon delivery to Contractor of a notice of termination by the District.

15. Compensation

District agrees to pay Contractor for the services provided under this Contract in the amounts, or at the rates provided in **Exhibits "F"** attached hereto and incorporated by this reference in full herein.

a. Final Pricing

**Year One - -\$10,250.00 per month.
Total first year-\$123,000.00**

**Year Two - \$10,250.00 per month.
Total second year-\$123,000.00**

b. Contract # LM2013-2015, Submittal Form B

The undersigned hereby accepts the Final Pricing amounts as identified in **section # 15 Compensation.**

Signature

Signature

Contractor agrees that payment by District shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and sub-Contractors for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by District for any defect or error in the services performed by Contractor, its employees, subcontractors, agents and sub-Contractors.

16. Prevailing Wages

This contract is for maintenance services of a recurring nature. Therefore, prevailing wages are NOT required for this contract.

17. Records

Contractor shall provide Park Superintendent with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for services performed by Contractor or materials or products provided to the District by Contractor, Contractor shall pay the sales tax. District shall not reimburse Contractor for sales taxes paid by Contractor.

18. Method of Payment

District agrees to pay Contractor monthly upon satisfactory completion of the services and upon submission by Contractor of an invoice delineating the services performed, in a form satisfactory to Park Superintendent. The invoice shall identify services by project as specified by Park Superintendent.

Contractor agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Contractor shall provide Park Superintendent with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

19. Responsibility for Expenses

All expenses incident to the performance of services under this Contract shall be borne by the Contractor, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Contractor. Contractor shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Contract, including, but not limited to any personal property used by employees and agents of Contractor in the performance of such services.

20. Non-Appropriation of Funds

Payments to be made to Contractor by District for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of District. In the event District does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Contract shall cover payment for Contractor's services only up to the conclusion of the last fiscal year in which District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

21. Maintenance and Inspection of Records

Contractor agrees that District or its auditors shall have access to and the right to audit and reproduce any of Contractor's relevant records to ensure that District is receiving all services to which District is entitled under this Contract or for other purposes relating to the Contract. Contractor shall maintain and preserve all such records for a period of at least three years after the expiration of this Contract, or until an audit has been completed and accepted by District. Contractor agrees to maintain all such records in District or to promptly reimburse District for all reasonable costs incurred in conducting the audit at a location other than in District, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Contractor under this Contract shall be confidential and shall not be made available to any third person or organization by Contractor without prior written approval of the Park Superintendent.

23. Indemnity

The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the Pleasant Valley Recreation and Park District, its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the Contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the Pleasant Valley Recreation and Park District, or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the Pleasant Valley Recreation and Park District, or of any agent or employee of the Contractor, subcontractor, or of the Pleasant Valley Recreation and Park District), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the Pleasant Valley Recreation and Park District, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor in addition to the foregoing, specifically shall indemnify and save harmless the Pleasant Valley Recreation and Park District, any and all of the Pleasant Valley Recreation and Park District's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the work place or safety of materials or equipment supplied by the Pleasant Valley Recreation and Park District or others at the direction of the Pleasant Valley Recreation and Park District and used in the performance of the work hereunder.

The Contractor shall comply with all of the provisions of the Workmen's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or Federal acts or laws applicable; and shall indemnify and hold harmless the Pleasant Valley Recreation and Park District from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented,

brought or recovered against the Pleasant Valley Recreation and Park District, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Worker's Compensation Insurance and Comprehensive Liability Insurance (bodily injury, personal injury and property damage) including automobiles and including liability assumed by Contract, is to be procured and maintained at the sole expense of Contractor during the performance of any work or activities under this contract. The insurer shall agree to waive all rights and subrogation against the District, its officers, officials, employees, representatives, and volunteers for losses arising from work performed by the contractor for the District.

Such policies of insurance shall provide that thirty (30) days advance notice of any reduction or cancellation of coverage shall be provided to the Pleasant Valley Recreation and Park District, and the Comprehensive Liability Insurance shall name the Pleasant Valley Recreation and Park District as an insured with respect to liability of any nature arising out of or incidental to the performance of his Contract, and shall further provide that the protection afforded the Pleasant Valley Recreation and Park District shall be primary insurance protection and not contributing with any other valid and collectible insurance of the Pleasant Valley Recreation and Park District. Written proof of said insurance shall be furnished to the Pleasant Valley Recreation and Park District by the successful proposer.

The Contractor shall indemnify the Pleasant Valley Recreation and Park District, its officers, agents, and employees from all loss, damage, liability, cost, and expense to which any such parties may be put by reason of any negligent or wrongful act or omission on the part of the Contractor's employees engaged in the work to be done hereunder in supervising the erection or installation of any apparatus which may be required by or incidental to performance of this contract.

INSURANCE: Contractor shall carry, and shall require all of his subcontractors to carry insurance in limits or amounts not less than the following:

Contractor shall procure and maintain for the duration of the contract the following insurance coverage's and limits against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work covered by this agreement by the Contractor, his agents, representatives, employees or subcontractors:

<u>COVERAGE PER OCCURRENCE</u>	<u>ISO FORM</u>	<u>COMBINED SINGLE LIMIT</u>
Comprehensive General Liability	GL 00 02 01 73 Rev	\$2,000,000
or		
Broad Form General Liability	GL 04 04 05 81	\$2,000,000
Business Auto	CA 00 01 01 87	\$1,000,000
Worker's Compensation		Statutory
<ul style="list-style-type: none"> • Including Employers' Liability And Waiver of Subrogation 		\$1,000,000

Contractor shall provide Additional Insured Endorsements for General Liability & Auto coverage's and endorsements or other proof of coverage for the following specific coverage's:

- Environmental hazards, collapse, and underground property coverage;
- Contractual liability; and
- Products and completed operations.

Combined single limit per occurrence shall include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability insurance or other form with a general aggregate limit is used, the policy shall be endorsed such that the general aggregate limit shall apply separately to this contract and a copy of the endorsement provided to the District.

Policies of subcontractor shall be subject to the same requirements and provisions outlined above applying to Contractor.

Contractor shall require his subcontractors to afford the same degree of indemnification to the Pleasant Valley Recreation and Park District that is required of Contractor, and shall incorporate identical indemnity provisions in all contracts between Contractor and his subcontractors.

Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

Pleasant Valley Recreation and Park District
ATTN: PARK OFFICE
1605 E Burnley Street
Camarillo, CA 93010

Contractor shall furnish to the District certificates of Liability Insurance and endorsements duly authenticated, given evidence of insurance coverages required in the contract and other evidence of or copy of policy as may be reasonably required by the District from time to time. The insurance shall be placed with insurers with the current year Best's Key Rating Guide of not less than A:VII where A = Excellent and VII = \$50,000,000 thru \$100,000,000. The insurer must be a "California Admitted" carrier.

All subcontractors employed on the work referred to in these Terms and Conditions shall meet the insurance requirements set forth for contractor. Contractor shall furnish certificates of insurance and endorsements for each subcontractor at least five (5) days prior to the subcontractor entering the job site, or contractor shall furnish the District an endorsement

including all subcontractors as insured under its policy. Self-insured contractor will provide equivalent documentation and proof of coverage naming the district, as outlined above.

24. Insurance

Contractor shall obtain and maintain during the performance of any services under this Contract the insurance coverage as specified in **Section 23, Indemnity and Insurance Requirements**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the District, unless the District waives, in writing, the requirement that Contractor obtain and maintain such insurance coverage. Maintenance of proper insurance coverage by Contractor is a material element of this Contract. Contractor's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this Contract.

25. Independent Contractor

District and Contractor agree that in the performance of the services, Contractor shall be, and is; an independent contractor, and that Contractor and its employees are not employees of District. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor. Contractor shall be solely responsible for, and shall save District harmless from, all matters relating to the payment of Contractor's employees, agents, subcontractors and sub-Contractors, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee relations. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from District any of the benefits or rights afforded employees of District, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, short term & long-term disability and workers' compensation insurance benefits.

26. Contractor Not Agent

Except as Park Superintendent may specify in writing, Contractor, and its agents, employees, subcontractors and sub-Contractors shall have no authority, expressed or implied, to act on behalf of District in any capacity, as agents or otherwise, or to bind District to any obligation.

27. Conflict of Interest

Contractor shall promptly inform Park Superintendent of any contract, arrangement, or interest that Contractor may enter into or have during the performance of this Contract that may conflict with District's interests. This requirement includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Contract and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Contract to prevent actual or appearances of conflicts of interest.

28. Assignability of Contract

Contractor agrees that this Contract contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Contract will be permitted only with the express written consent of Park Supervisor Matthew Parker, which consent may be withheld for any reason.

29. Successors and Assigns

Contractor and District agree that this Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and District.

30. Fair Employment Practices

Contractor agrees that, during the performance of this Contract, Contractor and any other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, County of Ventura, and City of Camarillo.

Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Contractor shall provide Districts staff with access to and, upon request by Park Superintendent, provide copies to Park Superintendent of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

31. Force Majeure

Contractor and District agree that neither District nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Contract was executed, fire, communication line failures, earthquakes, or other disasters.

32. Time of Essence

Contractor and District agree that time is of the essence in regard to performance of any of the terms and conditions of this Contract.

33. Covenants and Conditions

District and Contractor agree that the construction and interpretation of this Contract and the rights and duties of District and Contractor hereunder shall be governed by the laws of the State of California.

34. Compliance with Laws

Contractor agrees to comply with all City, State, and Federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Contract.

35. Severability

District and Contractor agree that the invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

36. Waiver

District and Contractor agree that no waiver or a breach of any provision of this Contract by either Contractor or District shall constitute a waiver of any other breach of the same provision or any other provision of this Contract. Failure of either District or Contractor to enforce at any time, or from time to time, any provision of this Contract, shall not be construed as a waiver of such provision or breach.

37. Counterparts

District and Contractor agree that this Contract may be executed in two or more counterparts, each of which shall be deemed an original.

38. Arbitration

Contractor and District agree that in the event of any dispute with regard to the provisions of this Contract, the services rendered or the amount of Contractor's compensation, the dispute may be submitted to arbitration upon the mutual Contract of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

39. Expenses of Enforcement

Contractor and District agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the District's legal Council Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Contract.

40. Authority to Execute

District acknowledges that the person executing this Contract has been duly authorized by the District to do so on behalf of District.

Contractor acknowledges that the person executing this Contract has been duly authorized by Contractor to do so on behalf of Contractor.

41. Notices

Any notices to Contractor may be delivered personally or by mail addressed to:

**Mycol, Inc. dba Quality Landscape Care
Attention: Michael Robinson
P.O Box 635
Ventura, CA 93002
T: (805) 658-1838
F: (805) 658-1848**

Any notices to District may be delivered personally or by mail addressed to:

**Pleasant Valley Recreation and Park District
Attention: Park Office, Matthew Parker
480 Skyway Drive
Camarillo, California 93010**

42. Amendment

District and Contractor agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both Park Superintendent and Contractor.

43. Entire Contract

District and Contractor agree that this Contract and the accompanying attachments constitutes the entire Contract of the parties regarding the subject matter described herein and supersedes all prior communications, Contracts, and promises, either oral or written.

**Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, California 93010**

**Mycol, Inc. dba Quality Landscape Care
2719 Beene Road
Ventura, CA 93003**

**Signed By: _____
Daryl Wagar
General Manager**

**Signed By: _____
Michael Robinson
Owner/Operator**

LANDSCAPE MAINTENANCE SERVICES
EXHIBIT "A"

MAINTENANCE SPECIFICATIONS
FOR ALL DESIGNATED AREAS

1. **GENERAL CONDITIONS**

It is the intent of these specifications to present and maintain all areas as outlined in a clean, orderly and thrifty manner for public use. As described in this document, the term "Parks Superintendent" shall mean the Parks Superintendent or the Superintendent's designated representative.

2. **OBLIGATIONS OF THE CONTRACTOR**

The Contractor, at their sole cost and expense, shall perform all labor and services and furnish all the materials, tools, equipment, supplies, transportation, utilities, as necessary for the performance of the scheduled work in accordance with these specifications. Unscheduled work, except for an emergency situation, shall be authorized by the Parks

Superintendent and shall be performed by the Contractor who then shall be compensated by the District on a time and material basis or by competitive bid. The time and material schedule submitted by the Contractor shall be a part of any agreement.

3. **WORKMANSHIP**

The Parks Superintendent may exercise such control of the work as is required to safeguard the interests of the Pleasant Valley Recreation & Park District and private property.

4. **SAFETY**

The Contractor shall plan and conduct the work in a manner that will safeguard its employees and all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations and shall strictly comply with all safety laws and regulations applicable to its work.

5. INTERFERENCE

The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the District.

6. WORK SCHEDULES

All work schedules of the Contractor shall conform to all applicable District procedures and practices and designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Park Superintendent and may be modified at any time by him. No additional costs shall be incurred by the District for any work schedule modifications, which does not increase frequencies. The Contractor shall provide a monthly work schedule showing days of week when each site is to be serviced. A copy of the specifications and work schedules shall be made available to maintenance workers. A copy shall be kept on site or in the crew vehicle at all times. Contractor shall adjust work schedules to meet frequency specifications during periods of inclement weather and legal holidays. This schedule shall be approved by the Park Superintendent

7. LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damage done to District property that results from the Contractor's operations. This shall include, but not be limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage done to buildings and other improvements due to Contractor's negligence. The Park Superintendent shall determine negligence. The District shall be responsible for replacing any plant material that has died as a result of acts of vandalism or theft.

8. PROTECTIONS AND SECURITY OF WORK SITES

The Contractor shall be responsible for the protection and securing of certain work sites. This may include opening and closing of said sites. The Contractor shall obtain the necessary keys from the Park Superintendent for use in securing all gates and locks associated with said sites.

9. RESPONSE TO INQUIRIES. CALLS AND EMERGENCY SITUATIONS

The Contractor shall be required to respond immediately 24/7 (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from District staff. The Contractor shall have the ability to be contacted by two-way radio service, cellular telephone, or paging service from Contractor's office whenever such situations occur.

Should the Contractor fail to respond to emergency situations within 30 minutes, the District will, at its sole discretion, correct or have corrected the emergency. Any costs incurred by the District will be subtracted from the Contractor's monthly compensation. Fallen tree limbs, broken glass or obstructions on pavement causing potential hazardous conditions, malfunctioning controllers, valves or otherwise unscheduled running of water are considered examples of emergency situations.

10. WORK DEFICIENCIES AND CORRECTIONS

A. Irrigation-related work deficiencies shall be corrected within twenty-four (24) hours of oral or written notification from the District or prior to the past scheduled watering; whichever is earlier. Malfunctions resulting in continuously running water or water going to waste shall be repaired within 2 hours of notification. All other work deficiencies of Contractor shall be corrected within five (5) days of oral or written notification from the District. Should the scheduled work activity frequencies be less than five days, the schedule of work to be performed shall take precedence and the notice of non-conformance repair reduced accordingly. Written notification may be e-mailed, hand delivered or post mailed. As soon as the Contractor has corrected the listed deficiencies, the Contractor shall notify the Park Superintendent and request inspection of the corrective work. Deficiencies listed in the notice of deficiency shall not be considered as having been corrected until the Park Superintendent has inspected the site to verify that the listed deficiencies have been corrected and has approved the corrective work in writing.

i. Failure to correct the deficiencies listed in the notice of deficiency within five (5) days (or within 24 hours in the case of irrigation-related deficiencies) may, in the District's sole discretion, result in action being taken by the District, including, but not limited to, (a) correcting the deficiency (using the District's own work force and/or by contracting out) and deducting any associated costs incurred thereby from the total monthly compensation due the Contractor; (b) deletion of site(s) from the Contract and reducing the corresponding compensation; (c) contracting with another Contractor to perform the maintenance and other services required of the Contractor for the remainder of the term of the Contract with respect to the site where the deficiencies exist and deducting from the

Contractor's total compensation under the contract any costs that The District pays or becomes obligated to pay the new Contractor, including expenses The District incurs over and above the monthly rate bid by the Contractor for that site; (d) terminating the agreement; (e) deduct from total monthly compensation prorated daily payment for each day the work has not been completed after notification of work deficiency and/or (f) taking any other action and exercising any other legal remedy available to District under law. Exercise of any one remedy by the District does not preclude The District from exercising any other remedies modified herein or by law.

- ii. Three (3) notices of work deficiencies by the contractor shall be grounds for termination of the contract or the removal of the site from the contract.
- iii. In the event a notification for non-compliance has been issued, all payment for services shall be discontinued for the site on a pro-rated basis until the site is brought into compliance

11. INCLEMENT WEATHER

During periods of inclement weather the contractor shall maintain his workforce on the job site. If contractor's crew cannot complete normal scheduled maintenance tasks, contractor shall deduct from the monthly billings all regularly scheduled maintenance tasks for all days that landscape maintenance services are not performed. Contractor shall not be compensated for inclement weather days not worked. Mowing schedules shall be adjusted to complete all mowing within the week scheduled.

SPECIFIC CONDITIONS

1. LITTER CONTROL

All areas, including drainage inlets, pipes and paved areas, shall be kept free of all leaf debris, trimmings, grass cuttings, and litter, including broken glass or other such debris. Debris shall not be blown into streets or onto adjoining properties. The District shall provide trash receptacles no larger than 55 gallon in size at various locations for the proper disposal of litter. The Contractor shall be responsible for emptying these containers on a specific schedule (see attached exhibit schedules). All individual trash receptacles shall be maintained in a clean, safe and sanitary condition at all times.

2. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor, at their its own cost and expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. These supplies and materials shall include, but not be limited to:

- a. All necessary gas, oil and parts for all equipment.
- b. All necessary pesticides including: fertilizers, herbicides, insecticides, fungicides and rodenticides.
- c. All necessary horticultural supplies.
- d. All parts necessary for the repair and proper maintenance of all irrigation systems.
- e. Trash can liners.

3. IRRIGATION

The Contractor shall be responsible for notifying the Park Superintendent whenever damage or failure occurs to any part of the irrigation system, controllers, backflow devices, remote control valves, or other irrigation delivery components located on the premises of the various work sites. The District shall have the responsibility to repair damages to the irrigation system not caused by the Contractor. The District may request repair of irrigation systems and their parts on a time, equipment and material basis.

All replacement parts shall be with same model/type. Substitutes must have prior approval from the Park Superintendent.

9. PEST MANAGEMENT

A. Upon the Districts request the Contractor shall be responsible for the control and elimination of weeds, insects, rodents, pests and diseases negatively affecting plant material or causing an unsafe physical environment on a time, equipment and material basis unless identified otherwise with in EXHIBIT "A" Specific Conditions

B. Integrated Pest Management (IPM)

It is the intent of the District to minimize the use of chemical pest control. To meet this intent, the Contractor shall develop an Integrated Pest Management Plan (IPM). This plan shall be submitted within ninety (90) days of the start of maintenance. The IPM plan shall contain the following components:

- Identify and implement cultural practices that will assist in controlling pest problems, i.e. aerification, thatching, pruning, fertilization, and irrigation schedules that do not enhance conditions conducive to pest growth.
- The evaluation of the common pest problems and a sustainable long-term management plan to eliminate, or manage them at an acceptable level.
- Damage thresholds that will be used to determine pest control methods and establish when pesticide use will be acceptable.
- Identify a monitoring program that will provide information related to pest populations to more effectively monitor, identify, and establish control methods.

C. Chemical Pesticide Application

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the District prior to beginning any pest control operations. These shall include, but not be limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California, Department of Pesticide Regulation approved list and submit all pesticide use reports to the Ventura County Agricultural Commissioner. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. The Contractor shall notify the Park Superintendent three days prior to application of pesticides. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Park Superintendent a copy of all monthly pesticide use reports. An indication dye shall be used when applying any pesticide.

10. WEED CONTROL

All fence lines, light standard bases, tree wells, buildings and structures shall be free of all weeds at all times. The contractor shall submit a schedule with a methods and/or products as recommended by a State of California Department of Pesticide Regulation and Agricultural Pest Control Advisor to ensure maximum control. All planter bed and hardscape areas shall be kept in a friable condition and free of weeds at all times. Weeds shall be treated or removed within two days of emergence. Weed control shall be based on the approved IPM program submitted to the District. Hand weeding by mechanical means shall be the preferred method for weed control.

11. PRUNING AND EDGING

The Contractor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned at least once a year. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood; to control growth when an unshapely shrub might result. Pruning of certain shrubs in areas that restrict visibility of motorists shall be pruned by a method and on an as needed basis as determined by the Park Superintendent. All groundcover shall be edged as needed to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging shall not be done by chemical methods. Every two years, mow ivy, hypericum or lantana type ground covers to four-inches above ground in order to renew growth, reduce woody appearance and provide density and attractiveness. Shrubs shall not be pruned or lifted at bases for the purpose of servicing planter areas. Shrubs which are improperly pruned shall be replaced by the contractor at their sole expense.

12. MOWING AND EDGING

The Contractor shall be responsible for mowing and edging *all turf grass area*. *Turf* grass shall be maintained and mowed at a height determined by specie as listed below:

Kikuyu grass	-3/4 - 1"
Bluegrass	- 1- 2"
Rye grass	- 1 -2"
Bermuda	-1/2-1"
Tall Fescue	- 2 - 3"

Mowing shall normally occur once a week during the growing season to maintain the proper height. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent an overgrowth. Edging shall not be done by chemical methods. Weed whipping shall only be used around the base of trees in turf areas when tree guards are present and removal of soil does not occur around the base of the tree. All turf areas shall be cleaned of all debris prior to mowing operations.

13. TREE MAINTENANCE

Pruning and trimming of trees shall be limited to removal and disposal of any dead and/or broken branches and sucker growth located in or on the tree, and any branches hanging 10 feet or lower over sidewalks, pedestrian access areas or roadways.

14. DRINKING FOUNTAINS

Inspect and clean all drinking fountains. Check for and remove sand, debris, mineral deposits, etc., and spray fountain with approved detergent disinfectant. Scrub with sponge; rinse thoroughly; wipe dry. The Contractor shall be responsible for notifying the Park Superintendent of any malfunctions, which include, but are not limited to, clogs or obstructions in drains and lines. The District may request repair of drinking fountains on a time, equipment and material basis.

15. ELECTRICAL SYSTEM LIGHTING

The Contractor shall be responsible for notifying the Park Superintendent whenever damage or failure occurs to any lighting fixture, luminaries, ballast, or bulb located on the premises of the various work sites. The District shall have the responsibility to repair damages to the lighting system not caused by the Contractor. The District may request repair of lighted park fixtures on a time, equipment and material basis.

16. VANDALISM AND THEFT

The District shall be responsible for costs arising from acts of vandalism and/or theft to District property, which has not been caused, by Contractor operations, Contractor, or their subcontractors employees. The Park Superintendent shall be notified immediately by the Contractor in regards to any committed acts of vandalism and theft. The Park Superintendent prior to repairs by the Contractor must verify vandalism. The District may request fence repair on a time and material basis.

17. MAINTENANCE INSPECTIONS

The Contractor shall meet on the site with the Park Superintendent for periodic walkthrough inspections. Inspections shall be both visual and operational. The Park Superintendent will schedule such meetings at the discretion of, and, in addition to the required inspections attended by the Contractor, a District representative will make regular routine inspections of sites. These site inspections may or may not be announced. Contractor attendance is not required at these inspections.

Any work deficiency corrections required as a result of either type of inspection shall be corrected under the terms of This Exhibit "A," General Conditions, item 10, "Work Deficiencies and Corrections."

18. PLAY AREAS

All areas shall be cleaned in such a manner as to eliminate broken glass, nails, sand on synthetic play surfaces and other harmful debris; these areas shall be cleaned per the schedule as shown in each exhibit.

19. PET WASTE DISPOSAL DISPENSERS

The Contractor shall be responsible for notifying the Park Superintendent whenever damage or failure occurs to any pet waste dispensers..

20. GREEN WASTE

Green waste materials shall be diverted to a green waste recycling facility. Quarterly reports containing the amount in weight disposed shall be submitted to the Park Superintendent.

21. SUPERVISOR

All on site supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience (within the past (5) years) in landscape maintenance in a supervisory capacity for jobs similar in size to this contract. A supervisor, foreperson, lead, or lead worker must be on the jobsite each time work is performed under this contract. In addition, supervisors must speak, read, and write English, apply written rules and follow written instructions.

A detailed resume containing the information specified below must be submitted for approval prior to the assignment of any supervisors for this contract. Both new and replacement supervisors must meet these qualification standards.

- A. The full name of supervisor.
- B. The full name of the on-site foreperson, lead, lead worker or supervisor who speaks and understands English.
- C. A detailed description of the previous five (5) years employment history of the proposed supervisor.
- D. The name(s) and address (es) of the companies for whom the proposed supervisor worked for along with the name(s) and telephone number(s) of his/her immediate supervisor.
- E. Contractor will stipulate the Supervisor shall be vested with the authority to

speaking for the Contractor, and all notices, directions, and instructions given to the Supervisor shall be binding as if given to the Contractor.

22. IRRIGATION TECH

Irrigation techs who work on the Pleasant Valley Recreation and Park District's irrigation systems must be deemed competent by the Parks Superintendent.

23. CERTIFIED PAYROLL RECORDS

Upon request in writing by the Pleasant Valley Recreation and Park District, the contractor shall, within five (5) working days, furnish a certified copy of the latest payroll period prior to the date of said request. This record shall reflect payments for all of the Contractor's employees working under this contract during the payroll period. The District may request copies of any or all such payrolls during the life of this contract.

24. BILLINGS

A. All extra bills must be pre-approved in advanced on the Districts work order form. Forms must be filled out, fully signed and attached to the invoices prior to payment.

B. Monthly billing shall be submitted in triplicate.

EXHIBIT "B"
SITE LOCATIONS

The following list of areas represents the site locations:

- | | |
|--|-----------------------------|
| 1. <u>Adolfo Park</u> | N. Adolfo/Alemendro |
| 2. <u>Arneill Ranch</u> | 1301 Sweetwater Avenue |
| 3. <u>Birchview</u> | 5564 Laurel Ridge Lane |
| 4. <u>Calleguas Creek Park</u> | Avenida Valencia/Via Jacara |
| 5. <u>Carmenita Park</u> | Carmen/Sevilla |
| 6. <u>Charter Oak Park</u> | 325 Charter Oak Drive |
| 7. <u>Dos Caminos Park</u> | 2198 N. Ponderosa Road |
| 8. <u>Encanto Park</u> | Blanco/Encanto |
| 9. <u>Eldred Lokker Park</u> | 848 Vista Coto Verde |
| 10. <u>Foothill Park</u> | 1501 Cranbrook St |
| 11. <u>Heritage Park</u> | 1630 Heritage Trail |
| 12. <u>Laurelwood Park</u> | 2127 Dexter St. |
| 13. <u>Los Posas Equestrian Center</u> | 2084 Via Veneto |
| 14. <u>Nancy Bush Park</u> | 1150 Bradford Avenue |
| 15. <u>Springville Park</u> | Tierra Santa/Via Zamora |
| 16. <u>Pitts Ranch Park</u> | 1400 Flynn Road |
| 17. <u>Trailside Park</u> | 5462 Cherry Ridge Drive |
| 18. <u>Valle Lindo Park</u> | 889 Aileen Street |
| 19. <u>Woodcreek Park</u> | 1200 Woodcreek Road |

20. Woodside Park

247 Japonica Avenue

21. Quito Park

7073 Quito Court

EXHIBIT "C"

SECTION 01 ALTERNATE BID PROCEDURES

A. ALTERNATE BID PROCEDURES

1. List price for each alternate in the bid schedule of work and prices.
2. The Owner shall determine which alternates are selected for inclusion in the Contract. Owner reserves the right to select any, all, or none of the alternates. The selection of alternates shall not affect the selection of the lowest responsible bidder.
3. Alternates are described briefly in this section.
4. Coordinate alternates with related work to ensure that the work affected by each selected alternate is properly accomplished.

B. ALTERNATE BID ITEMS

1. Alternate No. 1 – Add a 7day service to sites identified in Section 02 of Exhibit “D”
 - a. Base bid condition: One day a week service as per the contract
 - b. Alternate bid condition: Add a 7 day a week service to sites identified in section 02 of Exhibit “D” of the contract
2. Alternate No. 2 - Reduced service to mowing, edging, weed whipping, and blowing only for all designated sites identified in section 03 of Exhibit “E”.
 - a. Base bid condition: Landscape maintenance as defined in the specific conditions of Exhibit “A” per the Contract Documents.
 - b. Alternate bid condition: Reduce service levels to a weekly mowing, weed whipping, edging, hardscape blowing and litter control as identified in (exhibit A) only for sites identified in Exhibit “E”.

EXHIBIT “E” FOR ALTERNATE No. 02 SITE LOCATIONS

1. Adolfo Park
2. Arneill Ranch Park
3. Birchview Park
4. Bob Kildee Park
5. Calleguas Creek Park
6. Camarillo Grove Park
7. Carmenita Park
8. Charter Oak Park
9. Community Center Park
10. Dos Caminos Park
11. Encanto Park
12. Foothill Park
13. Heritage Park
14. Las Posas Equestrian Center
15. Laurelwood Park
16. Lokker Park
17. Mission Oaks Park
18. Nancy Bush Park
19. Pitts Ranch Park
20. Quito Park
21. Springville Park
22. Trailside Park
23. Valley Lindo Park
24. Woodcreek Park
25. Woodside Park

EXHIBIT "F"

Mycol Inc.
QUALITY LANDSCAPE CARE

2719 Beene Rd Ventura, CA 93003
Phone: (805) 658-1838
mrobinson.qlc@sbcglobal.net

September 6, 2013

Matthew Parker
Park Supervisor
Pleasant Valley Recreation & Park District

Re: Final Proposal – RFP Park Maintenance

Matt,

Please accept this as a formal final proposal to perform maintenance as submitted on Submittal A and the four additional parks from the alternative submittal for the monthly fee of \$10,250.

I look forward to hearing back from you and hope this is the beginning of a long term working relationship.

Thank you,

Mycol, Inc. Quality Landscape Care
Mailing Address: P.O. Box 635 Ventura, CA 93002 Ventura Fax: 805.658.1848
Santa Barbara Fax: 805 845.3095

**LANDSCAPE MAINTENANCE SERVICES PROPOSAL NO. PVRPD-2013-5
CONTRACT AGREEMENT**

SUBMITTAL FORM "A"

TO THE PLEASANT VALLEY RECREATION AND PARK DISTRICT:

I have personally visited the site as described in the attached EXHIBITS, and have review the contract shall maintenance criteria, as outlined in "MAINTENANCE SPECIFICATIONS FOR ALL DESIGNATED AREAS," Exhibit A. and Exhibits "B", and Bid Alternant #2 Exhibit, "C", "E," Submittal Forms "A," "B," and "C". I am acquainted with the premises and maintenance requirements to be contracted. I have read that request for proposal for Landscape Maintenance. I propose to perform maintenance services for the Pleasant Valley Recreation and Park District, California, as set forth in the attached EXHIBITS, to be paid in equal monthly payments. The term of this contract shall to years, beginning November 1, 2013 and ending November 30, 2015. The starting date of November 1, 2013 is pending final acceptance by the District.

As evidence of my qualifications to merit the granting of a contract for said maintenance operations, I have completed and attached the Proposal Forms and the required Proposer's Data Information.

I agree to personally intervene to further establish my qualifications, if such an interview is deemed necessary.

In the event my proposal is accepted, I understand and agree:

1. That I will enter into an Agreement in the form on file in the District's Administrative Office.
2. That clerical, mathematical or other errors made in the postal will not act to void any agreement or relieve me from my obligations to in turn into it.
3. That I will provide the District with all necessary insurance coverage as stipulated. Said policy shall name the District as additional insured and shall meet all of the requirements set forth in the District's standard insurance certificate form.
4. That I will adhere to all requirements for licenses, permits, workers compensation insurance, and all other requirements of an employer and business in the Pleasant Valley Recreation Park District.

Mycol, Inc. dba Quality Landscape Care

Company Name

Signature

Date

Submittal form "B"

(As outlined under Item #15 Compensation)

I propose to perform maintenance services for the following areas as described in the "Maintenance Specifications for All Designated Areas" Exhibit, "A," and Bid Alternant #2 Exhibit, "C" and Site Locations, Exhibit "B" and "E". The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

1. Park sites identified within Exhibit, "B".
2. Selected additional park sites from Bid Alternant #2 Exhibit, "E"
 - a. Bob Kildee Park
 - b. Camarillo Grove Park
 - c. Community Center Park
 - d. Mission Oaks Park

\$ 10,250.00

The undersigned hereby respectfully submits this proposal, including all required attachments.

Please Check One:

- Individual
- Partnership
- Joint Venture for Purposes of this Proposal
- Corporation

Signature Date

Signature Date

Title

Title

SUBMITTAL FORM "C"

Unscheduled Work Form

Irrigation Maintenance	Hourly Rate	\$ <u>36.00</u>
Landscape Maintenance	Hourly Rate	\$ <u>24.00</u>

Landscape Construction (remedial)

Unit Rate

1" Rain Bird GB series or like Brass Valve Installed w/box & lid	\$ <u>176.00</u>
1 1/2" Rain Bird GB series or like Brass Valve Installed w/box & lid	\$ <u>223.00</u>
2" Rain Bird GB series or like Brass Valve Installed w/box & lid	\$ <u>324.00</u>
One (1) gallon Shrub installed	\$ <u>9.80</u>
Five (5) Gallon Shrub installed	\$ <u>22.50</u>
Flat groundcover installed	\$ <u>18.25</u>
15 Gallon Tree installed	\$ <u>112.00</u>
24" Box Tree installed	\$ <u>225.00</u>
100' Trench 18" deep maximum pipe to 1" diameter	\$ <u>305.00</u>

All installed irrigation and plant material shall have a one (1) year guarantee for replacement.

Additional Services

Unit Rate

Fertilizer

Application of granular fertilizer for turf per acre	\$ <u>142.00</u>
Application of granular fertilizer for planter beds per 1,000 sf.	\$ <u>3.50</u>

Turf Aerification

Core aerification / per acre	\$ <u>450.00</u>
Solid tine / per acre	\$ <u>350.00</u>

Aerification shall be done with a power-driven or tractor-pulled aerifier using a 1/2" tine. All surface material shall be removed the same day as aerification.

Thatch Removal

Cost per acre. \$ 480.00

All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense.

Overseeding

Cost per acre. \$ 3500.00

Over-seeding with Stover's "sports elite" seed mixture and topdress with a seed topping material consisting of a 50% organic material and 50% screened topsoil shall be required at the contractor's expense. *NOTE: ALL MATERIALS SHALL BE APPROVED BY THE PARK DISTRICT SUPERINTENDENT PRIOR TO APPLICATION.

Topdressing

Cost per acre. \$ 1480.00

For bidding purposes topdressing shall consist of a "Divot Mix" from Peach Hill Soils or like material and shall be required at the contractor's expense. *NOTE: ALL MATERIALS SHALL BE APPROVED BY THE PARK DISTRICT SUPERINTENDENT PRIOR TO APPLICATION.

Additional Services

Unit Rate

Weed Control

Cost per 1,000 sf. \$ 25.00

Cost per acre \$ 425.00

Broadcast application of a selective herbicide for undesirable broadleaf and grassy weeds in turf grass

Burrowing Rodent Control

- **Pocket Gophers**

Cost per acre \$ 300.00

Ground Squirrels

Cost per acre \$ 300.00

Tennis Court Cleaning

Cost per tennis court \$ 45.00

Tennis Court cleaning shall include litter and debris removal followed by washing of the entire court surfacing with an approved water-broom, controlled nozzle court washing equipment.

The undersigned hereby respectfully submits this proposal, including all required attachments.

Please Check One:

- Individual
- Partnership
- Joint Venture for Purposes of this Proposal
- Corporation

Signature

Signature

Date

Date

JOB NAME: CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES AS IDENTIFIED IN RFP NO. PVRPD- 2013 – 5

CONTRACT # LM2013-2015

ADDENDUM TO CONTRACT FOR LANDSCAPE MANAGEMENT SERVICES _____, 2015

The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

CHANGES/ADDITIONS:

A one (1)-year extension from November 30, 2015 to November 30, 2016 with a 10.25% annually would reflect a change from \$10,250 to \$11,300 monthly.

**Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, California 93010**

**Mycol, Inc. dba Quality Landscape Care
2719 Beene Road
Ventura, CA 93003**

Signed By: _____

**Mary Otten
General Manager**

Signed By: _____

**Michael Robinson
Owner/Operator**

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

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