

**PLEASANT VALLEY RECREATION & PARK DISTRICT
SENIOR CENTER at COMMUNITY CENTER PARK
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
June 5, 2024**

5:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #770

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

i. Conference with Labor Negotiations

The Board will conduct a closed session, pursuant to Government Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Justin Kiraly and Board Counsel, regarding labor negotiations with the employee organization, Service Employees International Union 721.

C. Reconvene into Regular Meeting

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

6. 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 Special Board Meetings of April 19, 27 and May 7, 2024 and Regular Board Meeting of May 7, 2024

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before April 30, 2024.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for April 2024.

D. Consideration and Approval of Resolution No. 763 Updating Authorized Signatures for Wire Transfers with Ventura County Treasury Pool

The start of every fiscal year the District Board is required to approve a resolution updating the signatures as to who is authorized to sign and/or may authorize wire transfers for Pleasant Valley Recreation and Park District from the Ventura County Treasury Pool.

- E. Consideration and Approval of a Second Reading for the Adoption of Ordinance No. 14, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation**
Following Public Resource Code Section 5784.15, Ordinance No. 14 will replace Ordinance No. 13 in its entirety, setting Board member compensation from \$115.75 per meeting to \$121.50 per meeting, both respectively not to exceed five meetings or activities per month.
- F. Consideration and Approval of a Three-Year Agreement with Springbrook Holding Company, LLC for Access to the Cloud-based Springbrook Software and Transition Support**
Approval of a three-year Agreement with financial software company, Springbrook Holding Company for the annual fees and cost of transitioning from the desktop to the cloud-based platform starting in FY 2024-2025.
- G. Consideration and Approval of Updated Job Descriptions**
The final task from the 2023 Class and Compensation Study is the revision and update of the job descriptions for all 29 job classifications for the District.
- H. Consideration and Approval of a Workplace Violence Prevention Plan**
Per California Labor Code Section 6401.9 via S.B. No. 553, the District is required to adopt a comprehensive workplace violence prevention plan to identify and address potential workplace violence hazards.
- I. Consideration and Adoption of Resolution No. 764 Requesting that the General District Election to be held on November 5, 2024, be Consolidated with other Elections called to be Held on the Same Day and in the Same Territory**
District elections have always been consolidated with County elections in order to save the District from having to hold its own election at a cost of about \$65,000.
- J. Consideration and Adoption of Resolution No. 765, Stating that in the Event of a Tie Vote, the Winner in the Board Member Elections will be Determined by Drawing Lots**
In the event of a tie vote, the District must provide the County Elections Office with the method by which the District plans to resolve the tie.
- K. Consideration and Approval of Request for Bid for Demolition and Construction Services for the Senior Center and Auditorium Restrooms Remodel Design Project**
This RFP will address professional services for the demolition and construction phases of the remodeling of the bathrooms in the Auditorium Dressing Rooms and the Senior Center.
- L. Consideration and Approval of the Purchase of Playground and Exercise Equipment for Lokker Park**
Utilizing Omnia® Purchasing Alliance, the District will enter into an agreement with PlayCore Wisconsin, Inc. dba Play & Park Structures to purchase new playground and fitness equipment for Lokker Park.
- M. Consideration and Approval of the Request for Proposals for the Hardscape and Landscape Construction for the Playground Renovation Project at Lokker Park**
This RFP will consist of services for the construction of the site work for the Lokker Park Playground Renovation Project.
- N. Consideration and Authorization for a Sole Source Purchase and Installation of a Wheelchair Lift for the Auditorium Stage at the Community Center**
The District will enter into an agreement with McKinley Elevators for the purchase and installation of a Garaventa Xpress II Incline Wheelchair Lift for the Community Center Auditorium stage.
- O. Notice and Approval for a Purchase Order for Urgency Repair Costs for the Repair of Mechanical Seal and Plate for the Irrigation Booster Pump at Pleasant Valley Fields for \$5,362.23**

Upon replacement of the irrigation booster pump motors and impellers, a new leak on the plate holding the motors was discovered. This urgent repair covers the cost of the parts, labor, and tax for the plate replacement, ensuring any undisrupted operations of the irrigation system.

7. PUBLIC HEARING

A. Consideration and Adoption of Resolution No. 766, Approving Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessments for FY 2024-2025 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District

The budget for the services and improvements that would be funded by the proposed assessments was developed by Staff in cooperation with SCI Consulting Group.

Suggested Action: A MOTION to Adopt Resolution No. 766 Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the \$47.56 Levy of Assessment for Fiscal Year 2024-25 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

B. Consideration and Adoption of Resolution No. 767 to Adopt Required Findings and Authorizing the General Manager to Enter into an Energy Service Contract with SitelogIQ, Inc.

SitelogIQ, Inc. has completed a districtwide audit of facilities and developed an energy efficiency program that will help the District lower utility costs, provide additional disaster response resources, and support clean and renewable energy initiatives.

Suggested Action: A MOTION to Adopt Resolution No. 767 adopting the required findings and authorizing the General Manager to enter into an Energy Service Contract with SitelogIQ, Inc.

C. Consideration and Adoption of Resolution No. 768 Approving an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement with Respect to the Acquisition, Financing and Leasing of Certain Equipment for Public Benefit and Making Certain Determinations Relating Thereto; and Authorizing Certain Other Actions in Connection Therewith

This agreement is for the financing of the energy upgrade program proposed by SitelogIQ, Inc. for District facilities.

Suggested Action: A MOTION to Adopt Resolution No. 768, a Resolution of the Board of Directors of the Pleasant Valley Recreation and Park District to adopt required findings and authorize the General Manager to enter into a Finance Agreement with Oppenheimer & Co., Inc. to fund energy related improvements.

D. Consideration and Approval of a First Reading for the Adoption of Ordinance No. 15 to establish an Informal Bid Process under the California Uniform Public Construction Cost Accounting Act (CUPCAA)

The District has the opportunity to follow the California Uniform Public Construction Cost Accounting Act which allows for informal bidding on projects up to \$200,000 and no bid requirements of projects up to \$60,000. An Informal Bid Ordinance is needed to utilize these thresholds.

Suggested Actions: A Recommendation that the Board review and introduce Ordinance No. 15 by:

1. Making a MOTION to read the complete Ordinance No. 15 title – *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Section 2200, et. seq. of the Public Contract Code)* and to waive further reading;

AND

2. Making a MOTION to APPROVE the introduction and first reading of the District’s *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code)*.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration to Receive the Report from FM3 on the Voter Opinion Survey for the Future Multi-Generational Community Recreation Facility and Provide Staff with Direction and Next Steps

District approved contractor FM3 conducted a Voter Opinion Survey for a prospective financing measure for the future Multi-Generational Community Recreation Facility.

Suggested Action: Receive the report and offer guidance to determine the subsequent course of action(s) for the Multi-Generational Community Recreation Facility.

B. Consideration and Approval of Preliminary Fiscal Year 2024-2025 Budgets for the General Fund, Assessment District Fund, Quimby Fee Fund, Park Impact Fee Fund, Community Development Block Grant Fund, and Restricted Donations Fund

Every year staff brings a budget before the Board of Directors requesting approval for the next fiscal year’s budget. This is the preliminary FY 2024-2025 Budget.

Suggested Action: A MOTION to Approve the Preliminary Fiscal Year 2024-2025 Budget with a final approval scheduled for the July 3, 2024, Board meeting through a public hearing.

C. Consideration and Approval of Resolution No. 769 Adopting the Special Event Policy

After a year of implementation of the new Special Event Policy, Staff is recommending revisions to the policy to enhance the efficiency and effectiveness of the policy.

Suggested Action: A MOTION to Approve Resolution No. 769, adopting revisions to the Special Event Policy.

D. Consideration and Approval of Request for Proposal Award to MIG, Inc. for Consulting Services for the Comprehensive Parks and Recreation Master Plan and Authorization of General Manager to Enter into a Professional Services Agreement not to Exceed \$150,000

Staff is seeking authorization from the Board to award the bid proposal for consulting services for the Comprehensive Parks and Recreation Master Plan.

Suggested Action: A MOTION to Approve the revised request for proposal award and Authorize the General Manager to enter into a Professional Services Agreement with MIG, Inc. for Consulting Services for the Comprehensive Parks and Recreation Master Plan not to exceed \$150,000.

E. Consideration and Approval to Make a Payment to Reduce the District's CalPERS Unfunded Liability Using Fiscal Year 2024 Savings

There is an expectation of excess revenue in the FY 2024 budget and an option for this excess is to make an additional payment of the District's Unfunded Accrued Liability (UAL) for the 2.5% @ 55 plan.

Suggested Actions: A MOTION for the Board to approve two concurrent directions:

1. Direct Staff to make a CalPERS ADP of \$350,000 to the 2.5% @ 55 plan, \$61,555 for the 2% @ 60 plan, and \$44,102 for the 2% @ 62 plan using Fiscal Year 2024 excess revenue;

AND

2. Direct Staff to, if necessary, make a budget transfer(s) from Services and Supplies budget to Personnel budget to cover any additional budget needed to make the payment.

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

A. Chair Malloy

B. Ventura County/California Special District Association

C. Santa Monica Mountains Conservancy

D. Standing Committees – Finance, Personnel

E. Foundation for Pleasant Valley Recreation and Parks

F. General Manager's Report

G. Board Members

10. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Community Center Room 6 and
1762 Corte Jubilo, Camarillo, CA 93012
Minutes of Special Meeting
April 19, 2024**

4:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

None.

6. CLOSED SESSION

A. Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Justin Kiraly and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721. There was nothing to report.

7. ADJOURNMENT

Chair Malloy adjourned the meeting at 5:32 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chair**

**Pleasant Valley Recreation and Park District
Senior Center
Minutes of Special Meeting
April 27, 2024**

8:00 A.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Director Roberts was absent.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

No comments.

6. NEW ITEMS – DISCUSSION/ACTION

A. Fiscal Year 2024/25 Proposed Budget

Administrative Services Manager Justin Kiraly, Recreation Services Manager Nicole Lousen, and Park Services Manager Matt Parker presented an overview of the District's FY 23-24 accomplishments and challenges and the FY 2024/2025 proposed budget. The Parks Department is requesting a full time position for a part time Lead Park Ranger position and the Recreation Department is requesting a full time position for one part time year round Recreation Specialist position. Discussion included the increase in the water and electrical budgets, budgeting with a 3% COLA, uncertainty regarding a possible rescission of any fee increases since January 2022 due to California's Initiative 1935 in this year's election, and the Freedom Park Pickleball Complex status currently with City Planning.

B. Proposed 5-Year Capital Improvement Plan (CIP)

Administrative Services Manager Justin Kiraly presented the 5-Year Capital Improvement Plan for FY 2025-2029. For FY 2024-2025, there are about 20 capital projects proposed including the replacements of various amenities at various parks along with vehicle chargers and ADA path of travel upgrades. Discussion included addressing the condition of Freedom Park Drive and slurry sealing several parking lots.

7. ADJOURNMENT

Chair Malloy adjourned the meeting at 11:02 a.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chair

**Pleasant Valley Recreation and Park District
Senior Center at Community Center
Minutes of Regular Meeting
May 1, 2024**

5:00 P.M.

REGULAR MEETING

1. CALL TO ORDER/ROLL CALL

Director Roberts requested to participate remotely under AB 2449 with just cause of an Emergency Situation as his vehicle unexpectedly broke down and he could not physically attend.

Chair Malloy requested a motion. A motion was made by Director Dransfeldt and seconded by Director Magner to approve Director Roberts' participation in the May 1, 2024 Regular Board Meeting.

**Motion to
Approve
Director
Roberts
Remote
Participation
in Meeting**

Voting was as follows:

Ayes: Dransfeldt, Magner, Kelley, Chair Malloy

Noes:

Absent: Roberts

Motion: Carried

Carried

A. Recessed to Closed Session at 5:02 p.m.

B. Closed Session

i) Conference with Labor Negotiations

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

C. Reconvened into Regular Meeting

Nothing to report.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present except for Director Roberts.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

5. PUBLIC COMMENT

No comments.

6. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of April 3, 2024
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 760 Declaring Intention to Levy Assessments for FY 2024-2025, Preliminarily Approving the Engineer’s Report, and Authorizing the Issuance of a Notice for the Public Hearing for the Proposed FY 2024-2025 Assessments for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District
- E. Consideration and Adoption of Resolution No. 761, Expanding the Paid Sick Leave Policy in the 2022 Personnel Policy Manual
- F. Consideration and Adoption of Resolution No. 762, Adding Reproductive Loss Leave to the Family Care and Medical Leave Policy in the 2022 Personnel Policy Manual
- G. Consideration and Approval to Extend the Tree Trimming Contract between the District and West Coast Arborist for a Term of One Year

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

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Dransfeldt, Chair Malloy, Kelley, Magner

Noes:

Absent: Roberts

Carried

Motion: Carried

7. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Acceptance of SitelogiQ Project Scope and Direction for Staff to Proceed with a Public Hearing for Renewable Energy and Energy Efficiency Upgrades to District Facilities

Administrative Analyst Jennifer Strain introduced Josh Steeber and Jonathan Brown with SitelogiQ who presented and reviewed their energy efficiency program and their scope of work for the District. Under consideration are solar photovoltaic parking canopy structures, parking lot remediation, EV charging stations, battery energy storage systems, and outdated HVAC replacements. Jeff Land, a consultant with CSDA Finance Corporation provided a financing option in a longtime equipment lease with Oppenheimer & Co., Inc., a public finance investment banking firm. Discussion included: battery storage sizes and generator back up; efficiency of a net energy system; possible time of use rate for the EV chargers; and the need to see costs per unit.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the project and direct staff to work with SitelogIQ, Inc. on a Notice of a Public Hearing, to be read at the District’s Board of Directors Meeting on June 5, 2024.

Motion to Approve Staff to Work with SitelogIQ for a Public Hearing

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

B. Consideration and Approval of the Design and Construction Plans from kidSTREAM for the Shared Parking Lot Expansion at Bob Kildee Community Park on the Eston Street Side

Park Services Manager Matt Parker presented kidSTREAM Children’s Museum’s proposed plans for increasing their parking lot at Bob Kildee Park. Staff recommended some changes to the retaining wall finish, the galvanized fencing specifications and some landscape selections. Michael Shanklin, the executive director of kidSTREAM was in the audience for any questions. A suggestion was made to relook at the indemnity inclusion of the agreement.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the proposed design and construction plans for the kidSTREAM expanding parking lot on the Eston Street side at Bob Kildee Community Park.

Motion to Approve kidSTREAM Parking Lot Plans

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

C. Consideration and Approval of the Design of the Playground and Fitness Equipment for Lokker Park

Park Services Manager Matt Parker introduced Jay Bain who presented three playground options prepared by Jordan & Bain Landscape Architects, Inc. for Lokker Park after receiving community input. Paul Jordan with Jordan & Bain and Cathy Wiggins of Park and Play Structures were also in the audience. Included in each of the options was a base bid for the designs to be compliant with the City of Camarillo’s accessibility code. Staff’s recommendation was for option #1. A member of the audience requested that all age groups including toddlers, teenagers and active adults be considered in the renovation so the community members would not be losing what they had. Discussion included: the need to

add the adult fitness equipment; and possible donations for benches and/or fitness equipment.

Chair Malloy called for a motion. A motion was made by Director Kelley and seconded by Director Magner to approve Design Option #1 with the addition of 5 adult fitness equipment pieces for playground replacement and site enhancements at Lokker Park and to approve a drawdown as needed.

Motion to Approve Design #1 with Added Fitness Equipment and Approve Drawdown

Voting was as follows:

Ayes: Kelley, Magner, Dransfeldt, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

D. Consideration and Approval of Design Option for the Community Center Auditorium Stage ADA Improvements

Park Services Manager Matt Parker presented the design options from Lauterbach & Associates Inc. which included option #4, an incline stair wheelchair lift. Everett Scofield with Lauterbach & Associates Inc. was in the audience for any questions.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve Design Option #4, the incline stair wheelchair lift for the Community Center Auditorium ADA stage improvements.

Motion to Approve Design #4 for Auditorium ADA Improvements

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

8. PUBLIC HEARING

A. Approval of a First Reading for the Adoption of Ordinance No. 14, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation

Administrative Analyst Jennifer Strain presented Ordinance No. 14 which would replace Ordinance No. 13 for setting board member compensation. The ordinance is asking for a no more than 5% increase in compensation for attending meetings up to 5 in one month.

Chair Malloy asked if there were any members of the public who were either for the introduction of Ordinance No. 14 or against it. Hearing no comments, Chair Malloy closed the public hearing.

Chair Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Kelley to read the complete Ordinance No. 14 title – *Ordinance No. 14, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation* and to waive further reading.

Motion to Approve Ord. 14 Title for Board Comp to be Read

Voting was as follows:

Ayes: Dransfeldt, Kelley, Magner, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

Director Dransfeldt read the complete title of *Ordinance No. 14, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation*.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the introduction and first reading of the District’s *Ordinance No. 14, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation*.

Motion to Approve Ord. 14, Board Comp. First Reading

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Malloy – Chair Malloy reported on the meetings and District events he attended for the month of April.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner attended the recent VCSDA meeting with Director Malloy and General Manager Mary Otten. CSDA - Director Magner reported on meetings attended.

C. Santa Monica Mountains Conservancy – Director Dransfeldt reported that the next meeting is on May 20 at King Gillette Ranch in Calabasas.

D. Standing Committees – Finance – Director Dransfeldt reported that revenues are up, but the District has not received the April Property tax revenue yet. Policy – Director Kelley stated that they discussed the special events policy.

E. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt stated that there is a fundraiser at Boulevard Burger on Thursday, May 2. Foundation will be holding a cornhole tournament at Summer Palooza and they are looking for a sponsor for cornhole boards.

F. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.

G. Board Members – The Directors updated on the meetings and District events they attended for the month.

10. ADJOURNMENT

Chair Malloy adjourned the meeting at 9:18 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chair**

**Pleasant Valley Recreation and Park District
Community Center Conference Room
Minutes of Special Meeting
May 7, 2024**

5:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present. Director Kelley arrived at 5:09 p.m.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

Ayes: Dransfeldt, Magner, Roberts, Chair Malloy

Noes:

Absent: Kelley

Carried

Motion: Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

None.

6. CLOSED SESSION

A. Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Justin Kiraly and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721. There was nothing to report.

7. ADJOURNMENT

Chair Malloy adjourned the meeting at 6:12 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chair**

CASH REPORT

	4/30/2024 Balance	4/30/2023 Balance
Debt Service - Restricted	\$ 151,477.90	\$ 143,227.59
457 Pension Trust Restricted	\$ 73,640.09	\$ 69,683.14
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,459,951.99	\$ 1,355,364.69
VC Pool Quimby- Restricted	\$ 2,668,380.94	\$ 5,670,476.03
Park Impact Fees	\$ 2,114,989.95	\$ 191,629.55
Miracle League 805	\$ -	\$ 1,311,577.49
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,482,287.53	\$ 8,755,559.65

Semi-Restricted Funds

Assessment	\$ 959,839.76	\$ 1,260,875.78
LAIF - Capital	\$ 1,485,428.96	\$ 1,363,646.39
PacWest/CalCLASS - Capital	\$ 1,972,241.91	\$ 1,861,880.11
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 45,000.00	\$ 30,000.00
Total	\$ 6,288,175.52	\$ 6,204,067.17

Unrestricted Funds

Contingency	\$ 5,170,167.08	\$ 6,456,985.98
General Fund Checking	\$ 359,935.58	\$ 479,591.41
Total	\$ 5,530,102.66	\$ 6,936,577.39

Total of all Funds

	\$ 21,300,565.71	\$ 21,896,204.21
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	5/9/2024 Balance	5/31/2023 Balance
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Debt Service - Restricted	\$ 151,477.90	\$ 143,227.59
457 Pension Trust Restricted	\$ 73,640.09	\$ 69,683.14
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,459,951.99	\$ 1,355,364.69
VC Pool Quimby- Restricted	\$ 2,668,380.94	\$ 5,670,476.03
Park Impact Fees	\$ 2,114,989.95	\$ 191,629.55
Miracle League 805	\$ -	\$ 1,311,577.49
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,482,287.53	\$ 8,755,559.65

Semi-Restricted Funds

Assessment	\$ 946,200.02	\$ 1,260,875.78
LAIF - Capital	\$ 1,485,428.96	\$ 1,363,646.39
PacWest/CalCLASS - Capital	\$ 1,972,241.91	\$ 1,861,880.11
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 45,000.00	\$ 30,000.00
Total	\$ 6,274,535.78	\$ 6,204,067.17

Unrestricted Funds

Contingency	\$ 4,970,167.08	\$ 6,456,985.98
General Fund Checking	\$ 324,945.41	\$ 479,591.41
Total	\$ 5,295,112.49	\$ 6,936,577.39

Total of all Funds

	\$ 21,051,935.80	\$ 21,896,204.21
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Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 April 2024

	Date	Amount	
Accounts Payables:	4/30/2024	\$ 371,547.92	
	Total	\$ 371,547.92	
Payroll (Total Cost):	4/11/2024	\$ 157,877.44	
	4/25/2024	\$ 156,786.05	
	Total	\$ 314,663.49	
Payroll AP Payments	4/1/2024	\$ 43,386.26	PERS Health Insurance Premium
	4/1/2024	\$ 3,439.41	Guardian
	4/1/2024	\$ 583.80	VSP
	4/1/2024	\$ 2,082.95	Hartford
	4/11/2024	\$ 17,324.10	CALPERS - Ret PR 4/11/2024
	4/25/2024	\$ 17,325.77	CALPERS- Ret-PR-4/25/2024
	Total	\$ 84,142.29	
	Grand Total	\$ 770,353.70	

Developer	Project			Quimby Funds			GL Code			
	No.	Location	Description	Budgeted	Expended	Awarded		Balance	Committed Date	Allocation Date
AMLI										
Public Hearing 7/5/2018	1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019	8446
Public Hearing 7/5/2018	2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44	\$ 8444	\$ 8444		12/6/2018	8444
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94	\$ -	\$ -		10/3/2018	8445
TOTALS				\$ 720,600.00	\$ 615,709.00	\$ -	\$ -			
*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes										
FAIRFIELD LLC										
Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non-Contract Cost	\$ 1,100,000.00	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70		11/7/2018	8459
Public Hearing 7/3/19	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 411,628.87	\$ 1,334,739.05	\$ 1,334,739.05			8469
Mid-Year Budget Adj. 2/5/2020	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90	\$ 636,613.41	\$ 636,613.41			8478
	5		Senior and Community Rec Fee Project	\$ 5,377.50	\$ -	\$ 631,235.91	\$ 631,235.91			8511
	6		Senior and Community Rec Fee Exterior Proj	\$ -	\$ -	\$ 631,235.91	\$ 631,235.91			8480
	7		Community Center Kitchen Expansion	\$ 280,649.20	\$ -	\$ 350,586.71	\$ 350,586.71			
	8		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ -			
	9		Freedom Park Parking Lot Enhancement	\$ -	\$ -	\$ -	\$ -			
	10		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ -			
	11		Camarillo Grove Nature Center	\$ -	\$ -	\$ -	\$ -			
ELACORA MISSION OAKS										
Budget Allocation 11/5/2020	1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74	\$ 2,649,209.00	\$ 2,649,209.00		8/8/2021	
Budget Allocation 7/7/2021	2	Arnell Rch Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96	\$ 962,679.30	\$ 962,679.30		11/3/2016	8464
	3		Pickleball	\$ 1,400,000.00	\$ 308,877.41	\$ 653,801.89	\$ 653,801.89		11/5/2020	8493
	4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ 653,801.89	\$ 653,801.89			
	5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ 653,801.89	\$ 653,801.89			
			Freedom Baseball Fields	\$ -	\$ -	\$ 653,801.89	\$ 653,801.89			
KB HOMES										
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00		8/10/2021	8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78	\$ 275,730.92	\$ 275,730.92			8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ 244,193.18	\$ 244,193.18			8447
	4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ 244,193.18	\$ 244,193.18			
	5		Dos Carninos Expansion and ADA	\$ -	\$ -	\$ 244,193.18	\$ 244,193.18			
CRESTVIEW										
Public Hearing 6/7/2023	1	Senior/Community Center ADA	Senior/Community Center ADA	\$ 21,612.25	\$ 20,864.97	\$ 21,612.25	\$ 21,612.25		6/7/2023	8510
HABITAT FOR HUMANITY										
Public Hearing 3/6/2024	1	Community Center Improvements	Community Center Improvements	\$ 35,242.00	\$ -	\$ 35,242.00	\$ 35,242.00		9/17/2024	
	2	Freedom Pickleball Courts	Freedom Pickleball Courts	\$ 35,242.00	\$ -	\$ 35,242.00	\$ 35,242.00			
SHEA HOMES										
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		7/5/2023	8504
Williams Homes										
Somis Ranch Phase 1										
Somis Ranch Phase 2										
Barry 60 LP										
Interest										
Grand Total				\$ 7,552,196.25	\$ 4,762,043.89	\$ 11,890,376.82	\$ 7,128,332.93			

Pleasant Valley Recreation and Park District
Park Impact Fee's Collected

FY2022				
Date Received	Amount		Applicant	Project
10/28/2021	\$	158.40	Square One Arch	Messner Filtration
12/20/2021	\$	6,983.00	Art Wahl	Stern Residence
12/21/2021	\$	158,222.80	Levon Ghukasyan	Village at the Park
3/23/2022	\$	6,983.00	Crestview Ranch	Spanish Hills Estates
Total Received	\$	172,347.20		
Interest Earned	\$	11.90		

FY2023				
Date Received	Amount		Applicant	Project
9/29/2022	\$	218.40	Raymond Dickerhoff	Wedgewood Weddings
1/10/2023	\$	7,712.79	Travis Rodriguez	Jenkins Residence
3/6/2023	\$	7,712.79	Michael Dubin	600 Corte Corride
4/25/2023	\$	187.98	Daiva McBride	House of Bamboo
4/28/2023	\$	7,712.79	Phineas Turner	RPD-206
5/4/2023	\$	69.81	Sustainability Engineering Group	Ralph's Fuel Center
5/24/2023	\$	17,511.56	RJ Rieves	Rexford Ind.
5/26/2023	\$	7,945.00	Siamak Rezvani	Crestview
Total Received	\$	49,071.12		
Interest Earned	\$	5,998.78		
PVRPD Administrative Fee	\$	(981.42)		

FY2024				
Date Received	Amount		Applicant	Project
9/7/2023	\$	1,771,314.00	Grant Williams	RPD-201 Camino Ruiz
11/30/2023	\$	2,060.00	Dillon Merchant	Chick Fil-A
3/5/2024	\$	660.00	Mahdi Rezvan	Arneill Pharmacy
3/18/2024	\$	18,577.89	Robert Goetsch	IPD-405
3/26/2024	\$	21,706.91	Charles Sandlin	Gleson/Dawson Self Storage
YTD Received	\$	1,814,318.80		
YTD Interest Earned	\$	74,223.57		
Balance as of 4/30/2024	\$	2,114,989.95		

5-Year Findings Report Due	FY2027 (w/in 180D)
	FY2032 (w/in 180D)
	FY2037 (w/in 180D)
	FY2042 (w/in 180D)

California CLASS

Investment Name	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
California CLASS	3.80%	4.19%	4.53%	4.70%	4.77%	5.00%	5.15%	5.23%	5.29%
	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
California CLASS	5.45%	5.48%	5.51%	5.55%	5.54%	5.47%	5.44%	5.42%	5.40%

- Rates are determined at the end of the month

Ventura County Pool

Investment Name	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Ventura County Pool	2.29%	2.74%	3.01%	3.15%	3.11%	3.60%	3.49%	3.56%	3.49%
	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
Ventura County Pool	3.51%	3.64%	3.78%	4.02%	4.26%	4.29%	4.39%	4.41%	4.52%

Local Agency Investment Fund (LAIF)

Investment Name	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Local Agency Investment Fund (LAIF)	2.01%	2.17%	2.43%	2.62%	2.83%	2.87%	2.99%	3.17%	3.31%
	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
Local Agency Investment Fund (LAIF)	3.43%	3.53%	3.67%	3.84%	3.93%	4.01%	4.12%	4.23%	4.27%

** To be released after packet was prepared*

Pacific Western Bank

Investment Name	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

Bank Reconciliation

Board Audit

User: Cwebster
 Printed: 05/08/2024 - 10:40AM
 Date Range: 04/01/2024 - 04/30/2024
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: MARCH 2024 BILLING AC	04/01/2024	661.44
0	CALPERS HEALTH	CALPERS: HEALTH INS APRIL 202	04/01/2024	43,386.26
0	CALPERS PENSION	CALPERS: PR CONT 4/11/2024 / PL	04/11/2024	17,324.10
0	CALPERS PENSION	CALPERS: PR CONT 4/25/2024 /PL	04/25/2024	17,325.77
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT/ PR 4/11/2024	04/11/2024	3,718.56
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE 88 PMT / PR 4/25/2024	04/25/2024	3,710.53
0	GUARDIAN	GUARDIAN: DENTAL APRIL 2024	04/01/2024	3,439.41
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD: BILLING DATE 2024	04/01/2024	2,082.95
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE ACTIVITY FEB	04/04/2024	138.00
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 PMT / PR 4/11/2024	04/11/2024	25,230.43
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 PMT / PR 4/25/2024	04/25/2024	25,052.35
0	VSP	VSP: APR 2024 BILLING	04/01/2024	583.80
26940	CAMARILLO ROTARY CLUB	CAMARILLO ROTARY CLUB: CL	04/04/2024	400.00
26942	CELEBRATION OF SOBER SISTERS	CELEB SOBER SISTERS: CLEANIN	04/04/2024	300.00
26960	CHRISTOPHER GOMEZ	GOMEZ, CHRISTOPHER: CLEANIN	04/09/2024	300.00
26962	METLIFE INSURANCE CO USA	METLIFE: JAVIER JUAREZ - SSN 4	04/11/2024	100.00
26993	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, JAVIER / SSN 4	04/25/2024	100.00

Total for Department: 00 Non Departmentalized

143,853.60

Department: 03 Recreation

0	AMAZON	AMAZON: EGGSTRAVAGANZA SU	04/04/2024	97.02
0	AMAZON	AMAZON: LIFEGUARD SHIRTS/ A	04/18/2024	734.31
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	04/18/2024	734.50
0	ESTELA LIZARRAGA	LIZARRAGA, E: FEB 2024 CLASSE	04/18/2024	1,379.63
0	JANET SNYDER	SNYDER, J: DANCE TEN / MARCH	04/04/2024	215.60
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK / MA	04/04/2024	1,856.40
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMI	04/18/2024	22.11
0	NICHOLAS CASTRO	CASTRO, N: MILEAGE REIMB - M.	04/18/2024	77.92
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	04/04/2024	728.00
0	ROUND STAR WEST LLC	SUPER SOCCER STARS: JAN-FEB :	04/04/2024	520.00
0	SOCAL GAS COMPANY	SCG: SVC CATE 2024-2/23 - 3/25 / A	04/03/2024	4,085.68
0	US BANK	US BANK: CAL CARD STMT 3/22/2	04/16/2024	799.80
26937	AMERICAN RED CROSS	AMERICAN RED CROSS: LIFEGU/	04/04/2024	230.00
26941	CASEY PRINTING	CASEY PRINTING: SUMMER 2024	04/04/2024	11,899.00
26948	DANIEL E HOWARD	HOWARD, D: JU-JITSU CLASSES /	04/04/2024	218.40
26954	PARKER ANDERSON ENRICHMEN	PARKER-ANDERSON: KIDS COOK	04/04/2024	361.40
26957	DUNCAN YOUNG	YOUNG, D: GYMNAS TIC CLASS /	04/04/2024	1,394.90
26958	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: FEB-MAR 20	04/04/2024	945.75
26967	ALL GOOD DRIVING SCHOOL, INC	ALL GOOD DRIVING: DRIVERS EI	04/18/2024	30.10
26970	AMERICAN RED CROSS	AMERICAN RED CROSS: LTS FAC:	04/18/2024	200.00
26974	CANON SOLUTIONS AMERICA INC	CANON: VINYL SUPPLIES /SCS 20	04/18/2024	839.38
26983	BRYAN MONKA	MONKA, B: SOCCER CLASSES / M	04/18/2024	1,162.20
26986	POPPIN SOCAL LLC	POPPIN SOCAL: BALOON RING / I	04/18/2024	321.75
26991	IRENE YANG	YANG, I: SUCELENT POTTING C	04/18/2024	41.60

Total for Department: 03 Recreation

28,895.45

Department: 04 Parks

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	ADAM WHEAT	WHEAT, A: BOOTS REIMB	04/18/2024	161.61
0	ALBERTO SILVA	SILVA, A: PANTS REIMB	04/04/2024	200.00
0	AMAZON	AMAZON: PICKLEBALL NETS/ PI	04/04/2024	493.30
0	AMAZON	AMAZON: ANCHOR SYSTEM	04/18/2024	356.71
0	ARAMSCO INC.	ARAMSCO: MOP / FREDDOM PAR	04/18/2024	180.81
0	CLAYTON RUTKOWSKI	RUTKOWSKI, C: BOOTS REIMB	04/04/2024	399.33
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 3179186	04/18/2024	18.45
0	DREW DAVENPORT	DAVENPORT, D: PANTS REIMB	04/04/2024	364.60
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: MARCH 2024 BILL	04/04/2024	4,459.31
0	EDWARD A. KAISER	KAISER, E: WORK PANTS REIMB	04/04/2024	200.00
0	FERGUSON ENTERPRISES INC. #1:	FERGUSON: ELECTRICAL MODUI	04/04/2024	297.66
0	GRAINGER	GRAINGER: WALL HYDRANT REF	04/04/2024	156.23
0	GRAINGER	GRAINGER: VANDAL SCREWDRIV	04/18/2024	50.74
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE ACTIVITY FEB	04/04/2024	-7.36
0	MATTHEW HERNANDEZ	HERNANDEZ, M: BOOTS REIMB	04/04/2024	200.00
0	NEXUS HOLDING LLC	NEXUS HOLDING LLC: VORTEX/I	04/19/2024	2,783.20
0	NICK MARIENTHAL	MARIENTHAL, N: PANTS REIMB	04/04/2024	200.00
0	NICK MARIENTHAL	MARIENTHAL, N: BOOTS REIMB	04/18/2024	200.00
0	SAM RIOS	RIOS, S: BOOTS REIMB	04/04/2024	200.00
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIG VALVES / BOB KI	04/04/2024	1,186.87
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLES /	04/18/2024	1,184.15
0	SOCAL GAS COMPANY	SCG: SVC CATE 2024-2/28 - 3/28 / F	04/03/2024	1,263.92
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2024-2/26 - 3/25 / N	04/04/2024	7,358.37
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2024-3/7 - 4/7 / AQ	04/18/2024	4,863.75
0	SPRINT/TMOBILE	TMOBILE: BILL DATE MAR-APR 2	04/18/2024	268.50
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: SVC DATE 2024-3/21	04/04/2024	226.88
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: DXR RR SVC DATE	04/18/2024	188.17
0	US BANK	US BANK: CAL CARD STMT 3/22/2	04/16/2024	5,486.71
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2024-2/29 - 3/31 / I	04/18/2024	577.18
0	WEX BANK	WEX BANK: REBATE / MAR 2024	04/19/2024	5,231.61
26938	B & B DO IT CENTER	B&B: CABLE TIE/STAPLE/ LAURE	04/04/2024	553.07
26939	BIGBRAND TIRE & SERVICE	BIGBRAND: OIL CHANGE/ 2017 FC	04/04/2024	93.34
26944	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLING B	04/04/2024	1,455.79
26945	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	04/04/2024	162.44
26946	COUNTY OF VENTURA	COUNTY OF VENTURA: REV DISI	04/04/2024	12.50
26947	DIAL SECURITY	DIAL SECURITY: EVENT 2/17/2024	04/04/2024	290.00
26949	JORDAN & BAIN LANDSCAPE ARC	JORDAN & BAIN: LANDSCAPE &	04/04/2024	4,382.50
26950	KASTLE KARE	KASTLE KARE: GOPHER MARCH	04/04/2024	600.00
26952	NEXUS HOLDING LLC	NEXUS HOLDING: VORTEX / DOC	04/04/2024	1,642.04
26953	PACIFIC TENNIS COURTS INC	PACIFIC TENNIS COURTS: COLOR	04/04/2024	64,900.00
26955	THOMPSON BUILDING MATERIAL	THOMPSON BUILDING: PARKING	04/04/2024	467.02
26956	U-RENT INC.	URENT: SOD CUTTER / LAURELW	04/04/2024	117.18
26959	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	04/04/2024	3,014.90
26963	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-2/1	04/16/2024	770.66
26966	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF DISTRIBUTING: FERT	04/18/2024	3,553.98
26969	AMERICAN AUTOMATIC DOORS I	AMERICAN AUTOMATIC DOORS:	04/18/2024	212.00
26971	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: N	04/18/2024	947.39
26972	B & B DO IT CENTER	B&B: EDGER BELTS / FREEDOM P	04/18/2024	1,102.13
26973	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2024-2/29 -	04/18/2024	1,193.69
26977	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	04/18/2024	1,176.85
26978	COUNTY OF VENTURA	COUNTY OF VENTURA: HEALTH	04/18/2024	693.00
26979	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW WATER: SVC DATE M	04/18/2024	77.40
26980	DOWNTOWN FORD SACRAMENT	DOWNTOWN FORD: 2024 FORD M	04/18/2024	28,721.23
26984	NAPA AUTO PARTS	NAPA: AIR PUMP	04/18/2024	397.17
26990	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: ALUM	04/18/2024	815.11

Total for Department: 04 Parks

156,102.09

Department: 05 Administration

0	AMAZON	AMAZON: HEADSET	04/04/2024	124.40
0	AMAZON	AMAZON: STAFF ID BADGES	04/18/2024	185.23
0	AMILIA TECHNOLOGIES USA, INC	AMILIA: MONTHLY BILLING MAI	04/04/2024	4,066.00
0	CALPERS HEALTH	CALPERS: HEALTH INS APRIL 202	04/01/2024	150.87

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: EQUIP RENT - POU CO	04/18/2024	35.70
0	FAIRBANK, MASLIN, MAULLIN, M	FM3 RESEARCH: SURVEY CONDU	04/19/2024	34,500.00
0	HUB INTERNATIONAL INSURANC	HUB: FEE - INSURANCE ACTIVIT	04/04/2024	3.00
0	KONICA MINOLTA	KONICA MINOLTA: CREDIT MON	04/25/2024	190.30
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: MONTHLY LE	04/25/2024	573.19
0	SPECTRUM BUSINESS	SPECTRUM: CHARTER COMMS / S	04/04/2024	17.10
0	SPECTRUM BUSINESS	SPECTRUM: CHARTER COMMUNI	04/25/2024	17.10
0	SPRINGBROOK HOLDING CO LLC	SPRINGBROOK: ESS MODULE	04/04/2024	47.25
0	SPRINT/TMOBILE	TMOBILE: BILL DATE MAR-APR 2	04/18/2024	47.80
0	STAPLES BUSINESS ADVANTAGE	STAPLES: OFFICE SUPPLIES	04/04/2024	179.07
0	US BANK	US BANK: CAL CARD STMT 3/22/2	04/16/2024	545.97
0	WATER & SANITATION SERVICES	W&S: PMT PROCESSING FEE	04/18/2024	0.75
26936	ALLCONNECTED, INC.	ALLCONNECTED: A\	04/04/2024	4,180.22
26943	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: LIVESCAN	04/04/2024	32.00
26965	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: PHONE S	04/18/2024	1,572.22
26968	ALLCONNECTED, INC.	ALLCONNECTED: SUPPORT & MA	04/18/2024	4,486.05
26975	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAM HEALTH: EE S	04/18/2024	55.00
26988	CODY SWANSON	SWANSON, C: 3/16/2024 HIKE	04/18/2024	62.50
26992	GRAYSON KENT	KENT, GRAYSON: ROCK & ROLL	04/19/2024	250.00
Total for Department: 05 Administration				51,321.72
Total for Fund:10 General Fund				380,172.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
26951	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: M	04/04/2024	16,659.27
26981	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITES: MARCH 2	04/18/2024	6,698.88
26985	NUTRIEN AG SOLUTIONS, INC	NUTRIEN: FERTILIZER / PV FIELD	04/18/2024	4,332.26
26987	SHOWSCAPES, INC	SHOWSCAPES: LANDSCAPE SVC	04/18/2024	21,373.33
Total for Department: 00 Non Departmentalized				49,063.74
Total for Fund:20 Assessment Fund				49,063.74

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	AMAZON	AMAZON: CLOCK / TIMER	04/04/2024	26.80
26963	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-2/2	04/16/2024	225.21
26964	ADVANCED GEOTECHNICAL SERV	ADV GEOTECHNICAL: DEPT OF P	04/18/2024	1,500.00
26976	CITY OF CAMARILLO- CASHIER	CITY OF CAM: GEOLOGY FEES/ P.	04/18/2024	1,400.00
26982	LAUTERBACH & ASSOCIATES, INC	LAUTERBACH & ASSOC: PRE-DE!	04/18/2024	5,377.50
26989	SWRCB	SWRCB: FACILITY ID 4 56C400701	04/18/2024	600.00
Total for Department: 00				9,129.51
Total for Fund:30 Park Dedication Fund				9,129.51

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		438,366.11

Pleasant Valley Recreation and Park District
Quarterly Investment Report

Name Of Account	Fiscal Year 2023/2024												Total 4TH Qtr. Of 2023/2024	Total 2023/2024 Interest
	Total 1ST Qtr. Of 2023/2024			Total 2ND Qtr. Of 2023/2024			Total 3RD Qtr. Of 2023/2024			Total 4TH Qtr. Of 2023/2024				
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24		
LAIF Capital #1301		\$ 21,112.31		\$ 24,438.58		\$ 24,438.58		\$ 27,508.64					\$ -	\$ 73,059.53
Ventura County Pool (Restricted -0241) Quimby		\$ 21,192.91		\$ 25,426.56		\$ 25,426.56		\$ 12,520.42		\$ 12,520.42			\$ -	\$ 97,086.87
Pacific West Bank														
457 Pension	\$ 0.12	\$ 0.11	\$ 0.12	\$ 0.11	\$ 0.12	\$ 0.11	\$ 0.12	\$ 0.11	\$ 0.11	\$ 0.11	\$ 0.11	\$ 0.34	\$ -	\$ 1.03
Assessment	\$ 0.25	\$ 0.22	\$ 0.17	\$ 0.18	\$ 0.16	\$ 0.21	\$ 0.27	\$ 0.29	\$ 0.31	\$ 0.31	\$ 0.31	\$ 0.87	\$ -	\$ 2.06
Capital	\$ 0.70	\$ 0.71	\$ 0.68	\$ 0.70	\$ 0.68	\$ 0.70	\$ 0.70	\$ 0.66	\$ 0.70	\$ 0.70	\$ 0.70	\$ 2.06	\$ -	\$ 6.23
Contingency	\$ 4.65	\$ 4.66	\$ 4.51	\$ 4.65	\$ 4.51	\$ 4.66	\$ 4.66	\$ 4.35	\$ 4.66	\$ 4.66	\$ 4.66	\$ 13.67	\$ -	\$ 41.31
Debt Service	\$ 0.19	\$ 0.20	\$ 0.18	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.19	\$ 0.56	\$ -	\$ 1.70
Quimby	\$ 134.01	\$ 133.53	\$ 129.07	\$ 133.24	\$ 128.10	\$ 132.12	\$ 132.05	\$ 123.49	\$ 131.98	\$ 131.98	\$ 387.52	\$ -	\$ -	\$ 1,177.59
California CLASS														
457 Pension	\$ 287.26	\$ 311.06	\$ 304.77	\$ 318.49	\$ 311.42	\$ 323.07	\$ 321.13	\$ 298.62	\$ 319.51	\$ 319.51	\$ 939.26	\$ -	\$ -	\$ 2,795.33
Assessment	\$ 5,093.51	\$ 5,044.66	\$ 4,732.08	\$ 2,907.66	\$ 2,383.77	\$ 2,173.51	\$ 5,060.44	\$ 4,576.07	\$ 4,666.31	\$ 4,666.31	\$ 14,302.82	\$ -	\$ -	\$ 36,638.01
Capital	\$ 8,381.64	\$ 8,666.09	\$ 8,470.98	\$ 8,852.19	\$ 8,655.81	\$ 8,979.65	\$ 8,925.54	\$ 8,300.11	\$ 8,880.67	\$ 8,880.67	\$ 26,106.32	\$ -	\$ -	\$ 78,112.68
Contingency	\$ 21,479.15	\$ 20,934.75	\$ 18,742.64	\$ 16,843.14	\$ 14,385.95	\$ 12,386.48	\$ 28,213.87	\$ 26,743.64	\$ 27,295.70	\$ 27,295.70	\$ 82,253.21	\$ -	\$ -	\$ 187,025.32
Debt Service	\$ 626.45	\$ 647.71	\$ 633.13	\$ 661.62	\$ 646.94	\$ 671.15	\$ 667.10	\$ 620.36	\$ 663.75	\$ 663.75	\$ 1,951.21	\$ -	\$ -	\$ 5,838.21
Quimby	\$ 13,453.70	\$ 18,532.78	\$ 18,114.56	\$ 18,904.60	\$ 18,240.39	\$ 18,564.91	\$ 18,379.48	\$ 17,039.99	\$ 18,202.66	\$ 18,202.66	\$ 53,622.13	\$ -	\$ -	\$ 159,433.07
Park Impact Fees	\$ 995.49	\$ 1,029.28	\$ 7,127.55	\$ 9,375.01	\$ 9,166.76	\$ 9,518.15	\$ 9,462.05	\$ 8,799.02	\$ 9,447.11	\$ 9,447.11	\$ 27,708.18	\$ -	\$ -	\$ 64,920.42
Total	\$ 50,457.12	\$ 97,610.98	\$ 58,260.44	\$ 107,866.92	\$ 79,351.36	\$ 65,275.33	\$ 98,676.24	\$ 79,027.31	\$ 69,613.66	\$ 69,613.66	\$ 247,317.21	\$ -	\$ -	\$ 706,139.36

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: FINANCE REPORT APRIL 2024

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH APRIL 30, 2024

The District's Statements of Revenues and Expenditures for the period of April 1, 2024, through April 30, 2024, with a year-to-date comparison for the period of April 1, 2023, through April 28, 2023, are attached. The percentage rate used is 83.3% for Period 9 of the current fiscal year. All dollar amounts are rounded.

REVENUES

Total revenue including the 10th month ending April 30, 2024, for Fund 10 (General Fund) has an overall decrease of \$2,318,943 in comparison to Fiscal Year 2022-2023. This decrease is due to a delay in receipt of the second secured property tax apportionment. The apportionment was received in mid-May and will be reported at the next Board meeting. Other variance from the prior year includes: 1) increase in Rentals (5530) of \$241,960, 2) increase in Public Fees (5510-5520) received of \$121,824, and 3) increase in Interest Revenue (5310) received of \$258,366. The increase in Rentals is due to increases in rental fees. Public fees have seen an increase due to continued interest from residents in District offered services, such as Camp Funtastic. Interest rates continue to stay higher than last year, leading to increased returns.

Total revenue recorded for Fund 20 for April 2024, the Assessment District Fund, was \$7,283, overall year-to-date decrease of \$471,971 from year prior due to the delay in the second apportionment.

Total revenue recorded for Fund 30 for April 2024, the Quimby Fund, was \$17,378 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for April 2024, the Park Impact Fees Fund, was \$9,303 in interest and \$40,945 in Park Impact development fees. Park Impact Fees are only collected when certain requirements are met for whenever additional square footage is added to either residential or commercial properties, following certain criteria.

Total revenue recorded for Fund 50 for April 2024, the Community Development Block Grant (CDBG) Food Share Fund, was \$0. Reimbursement requests are made on a quarterly basis.

Total revenue recorded for Fund 60 for April 2024, the Restricted Donations Fund, was \$0. Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. The only money that was kept in Fund 60 was for the Miracle League of the 805 Ballfield. This project has been completed and Fund 60 will be unused until future donations are received.

EXPENDITURES

Fund 10 Personnel Expenditures: Excluding the Unfunded Liability payment to CalPERS (6170) of \$494,762, there was an increase in salaries and benefits year-over-year of \$88,199. This is due primarily to cost of living and merit increases.

Fund 10 Service and Supply Expenditures show an increase of \$170,032 in comparison to the same period last year.

Excluding reserves, the increase in Services and Supplies year-to-date is \$152,528. The delay in apportionment also led to a delay in Appropriation Redevelopment/Collection Fees (6960). This will be addressed at the next Board meeting. This increase includes: Insurance Liability (6410) being \$87,810 more than last year, an increase in Utilities – Water (7820) of \$29,295 due to drier and warmer months through December and water rate increases effective January 1, and an increase in COP Debt – PV Fields (7950) of \$123,758 due to increased costs of Pleasant Valley Fields maintenance requiring paying more of the COP Debt for Pleasant Valley Fields from the General Fund instead of Assessment, in order to free up funds in the Assessment Fund 20 budget.

Fund 10 Capital Expenditures shows an increase of \$126,052.57 in comparison to the same period last year.

Fund 10 Total Expenditures year-to-date are \$889,760 more compared to this point last year.

Fund 20 Expenditures are \$81,519 in Personnel and \$872,614 in Services and Supplies in total as of this month. Total expenditures are \$58,483 less than this time last year, due to the reallocation of COP Debt to be paid from the General Fund in order to free up funds for contracted services.

Fund 30 has Expenditures of \$3,725 for the Freedom Park Pickleball Sports Complex, \$26.80 for the Senior Center Improvements, and \$5,378 for Senior/Community Center Enhancements this month.

Fund 40 has Expenditures of \$0 for this month.

Fund 50 has Personnel Expenses of \$3,006 and Services and Supplies Expenses of \$0 for this month. The District received an additional allocation of funds for CDBG to purchase supplies for future use. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo.

Fund 60 has no Expenditures this month.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 31.63%, Fund 20 by 26.17%, Fund 30 by 93.61%, and Fund 50 by 23.39%. Fund 60 is no longer being used. Fund 40 has no budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for April 30, 2024, for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of April 30, 2024, Fund 10
(2 pages)
- 2) Financial Statement of Revenues and Expenditures as of April 30, 2024, Fund 20
(1 page)
- 3) Financial Statement of Revenues and Expenditures as of April 30, 2024, Fund 30
(1 page)
- 4) Financial Statement of Revenues and Expenditures as of April 30, 2024, Fund 40
(1 page)
- 5) Financial Statement of Revenues and Expenditures as of April 30, 2024, Fund 50
(1 page)

General Ledger
Fund 10 General Fund
April 2024 83.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5240	\$ -	\$ 7,833,199.23	\$ 4,796,764.20	\$ 8,109,714.00	\$ 3,312,949.80	59.15%
Interest Earnings	5310	\$ 64,592.11	\$ 155,870.38	\$ 414,236.15	\$ 300,000.00	\$ (114,236.15)	138.08%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Park Patrol Citations	5506	\$ -	\$ 2,055.39	\$ 2,802.80	\$ 2,300.00	\$ (502.80)	121.86%
Bingo - Primary Revenue	5508	\$ 1,780.75	\$ 17,890.55	\$ 19,631.17	\$ 19,750.00	\$ 118.83	99.40%
Excess Bingo Revenue	5509	\$ -	\$ 9,935.69	\$ 3,212.00	\$ 1,800.00	\$ (1,412.00)	178.44%
Contract Classes-Public Fees	5510	\$ 17,865.47	\$ 163,135.14	\$ 207,929.52	\$ 183,357.00	\$ (24,572.52)	113.40%
Public Fees	5511	\$ 19,032.92	\$ 188,555.02	\$ 260,391.26	\$ 305,964.00	\$ 45,572.74	85.11%
Public Fees-Entry Fees	5520	\$ 3,828.00	\$ 37,422.00	\$ 42,615.50	\$ 41,600.00	\$ (1,015.50)	102.44%
Vending Concessions	5525	\$ -	\$ 1,132.72	\$ -	\$ 1,450.00	\$ 1,450.00	0.00%
Rental	5530	\$ 42,868.90	\$ 336,412.39	\$ 578,372.60	\$ 550,793.00	\$ (27,579.60)	105.01%
Cell Tower Revenue	5535	\$ 13,910.10	\$ 90,194.78	\$ 140,230.75	\$ 159,600.00	\$ 19,369.25	87.86%
Parking Fees	5540	\$ 2,563.06	\$ 14,093.30	\$ 26,321.68	\$ 17,350.00	\$ (8,971.68)	151.71%
Advertising Revenue	5555	\$ -	\$ 10,925.00	\$ 6,150.00	\$ 6,000.00	\$ (150.00)	102.50%
Sponsorships/Donations	5558	\$ -	\$ -	\$ 4,807.47	\$ 2,500.00	\$ (2,307.47)	192.30%
Special Event	5561	\$ -	\$ 73,669.09	\$ 22,303.19	\$ 125,120.00	\$ 102,816.81	17.83%
Staffing Cost Recovery - Parks	5563	\$ 4,390.00	\$ 29,441.25	\$ 43,492.50	\$ 41,212.00	\$ (2,280.50)	105.53%
Special Event Permits	5564	\$ 200.00	\$ 700.00	\$ 2,390.00	\$ 1,100.00	\$ (1,290.00)	217.27%
Security Services - Recovery	5566	\$ 500.00	\$ 6,486.00	\$ 12,325.00	\$ 5,000.00	\$ (7,325.00)	246.50%
Contributions	5570	\$ 5,079.50	\$ -	\$ 5,573.32	\$ 716.50	\$ (4,856.82)	777.85%
Other Misc Revenue	5575	\$ 3,850.00	\$ 77,362.02	\$ 66,008.94	\$ 35,250.00	\$ (30,758.94)	187.26%
Restricted Donations	5576	\$ -	\$ -	\$ 5,098.00	\$ 5,098.00	\$ -	100.00%
Incentive Income	5585	\$ 20.55	\$ 2,282.85	\$ 1,309.88	\$ 1,700.00	\$ 390.12	77.05%
Reimbursement - ROPS	5600	\$ -	\$ 496,791.60	\$ 566,645.76	\$ 350,000.00	\$ (216,645.76)	161.90%
Revenue		\$ 180,481.36	\$ 9,547,554.40	\$ 7,228,611.69	\$ 10,282,374.50	\$ 3,053,762.81	70.30%
YTD Comparison				\$ (2,318,942.71)			
Personnel							
Full Time Salaries	6100	\$ 198,872.84	\$ 2,109,016.26	\$ 2,151,216.85	\$ 2,804,745.00	\$ 653,528.15	76.70%
Overtime Salaries	6101	\$ 1,026.09	\$ 14,643.18	\$ 14,648.89	\$ 28,035.00	\$ 13,386.11	52.25%
Car Allowance	6105	\$ 825.52	\$ 9,138.14	\$ 8,667.96	\$ 7,600.00	\$ (1,067.96)	114.05%
Cell Phone Allowance	6108	\$ 1,064.00	\$ 12,604.54	\$ 11,572.07	\$ 15,960.00	\$ 4,387.93	72.51%
Part-Time Salaries	6110	\$ 29,205.71	\$ 333,207.86	\$ 369,064.94	\$ 628,173.00	\$ 259,108.06	58.75%
Retirement	6120	\$ 34,794.93	\$ 347,305.35	\$ 371,610.67	\$ 532,840.00	\$ 161,229.33	69.74%
457 Pension	6121	\$ 87.17	\$ 22,629.81	\$ 7,027.97	\$ 10,000.00	\$ 2,972.03	70.28%
Deferred Compensation	6125	\$ 399.46	\$ 4,086.02	\$ 4,194.33	\$ 5,193.00	\$ 998.67	80.77%
Employee Insurance	6130	\$ 32,122.84	\$ 269,344.23	\$ 280,297.16	\$ 432,616.00	\$ 152,318.84	64.79%
Workers Compensation	6140	\$ 12,919.57	\$ 137,108.53	\$ 130,113.99	\$ 186,770.00	\$ 56,656.01	69.67%
Unemployment Insurance	6150	\$ -	\$ 1,132.00	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 508,376.00	\$ 494,762.00	\$ 494,762.00	\$ -	100.00%
Personnel		\$ 311,318.13	\$ 3,768,591.92	\$ 3,843,176.83	\$ 5,156,694.00	\$ 1,313,517.17	74.53%
YTD Comparison				\$ 74,584.91			
Services and Supplies							
Telephone/Internet	6210	\$ 1,917.57	\$ 17,537.01	\$ 18,665.58	\$ 21,692.00	\$ 3,026.42	86.05%
IT Services	6220	\$ 8,666.27	\$ 44,901.56	\$ 53,573.68	\$ 64,298.00	\$ 10,724.32	83.32%
IT Hardware	6230	\$ (43.43)	\$ 62.72	\$ 414.34	\$ 2,000.00	\$ 1,585.66	20.72%
Software Services	6240	\$ 4,426.00	\$ 57,146.95	\$ 53,397.96	\$ 73,586.00	\$ 20,188.04	72.57%
Pool Chemicals	6310	\$ -	\$ 3,698.47	\$ 3,887.25	\$ 7,250.00	\$ 3,362.75	53.62%
Janitorial Supplies	6320	\$ 180.81	\$ 33,908.74	\$ 46,818.89	\$ 49,800.00	\$ 2,981.11	94.01%
Kitchen Supplies	6330	\$ -	\$ 74.84	\$ 132.09	\$ 700.00	\$ 567.91	18.87%
Food Supplies	6340	\$ 113.17	\$ 5,079.70	\$ 8,380.21	\$ 6,625.00	\$ (1,755.21)	126.49%
Water Maint & Service	6350	\$ 54.15	\$ 628.23	\$ 585.75	\$ 900.00	\$ 314.25	65.08%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 268.50	\$ 1,120.00	\$ 851.50	23.97%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,390.00	\$ 1,390.00	0.00%
Insurance Liability	6410	\$ -	\$ 289,778.00	\$ 377,588.00	\$ 377,588.00	\$ -	100.00%
Equipment Maintenance	6500	\$ -	\$ 24.54	\$ 1,629.02	\$ 1,600.00	\$ (29.02)	101.81%
Fuel	6510	\$ 5,387.71	\$ 50,690.30	\$ 50,734.59	\$ 68,475.00	\$ 17,740.41	74.09%
Vehicle Maintenance	6520	\$ 677.33	\$ 29,319.33	\$ 30,340.44	\$ 38,100.00	\$ 7,759.56	79.63%
Building Repair	6610	\$ 8,701.24	\$ 57,122.34	\$ 52,677.62	\$ 67,500.00	\$ 14,822.38	78.04%
HVAC Maintenance/Repairs	6620	\$ -	\$ 4,504.98	\$ 4,927.17	\$ 8,820.00	\$ 3,892.83	55.86%
Playground Maintenance	6630	\$ -	\$ 4,147.47	\$ 23,304.69	\$ 35,000.00	\$ 11,695.31	66.58%
Hill Fire 2018	6640	\$ (898.32)	\$ -	\$ (898.32)	\$ -	\$ 898.32	-
Grounds Maintenance	6710	\$ 9,685.00	\$ 59,406.80	\$ 72,948.99	\$ 101,220.00	\$ 28,271.01	72.07%
Tree Care	6719	\$ -	\$ 30,000.00	\$ 29,507.05	\$ 30,000.00	\$ 492.95	98.36%
Contracted LS Services	6720	\$ -	\$ -	\$ 198.40	\$ -	\$ (198.40)	-
Contracted Pest Control	6730	\$ 600.00	\$ 3,000.00	\$ 3,000.00	\$ 4,020.00	\$ 1,020.00	74.63%
Rubbish & Refuse	6740	\$ 6,862.49	\$ 54,792.97	\$ 53,455.02	\$ 84,330.00	\$ 30,874.98	63.39%
Vandalism/Theft	6750	\$ -	\$ 350.12	\$ 1,147.53	\$ 1,000.00	\$ (147.53)	114.75%
Memberships	6810	\$ -	\$ 13,890.00	\$ 14,315.00	\$ 16,952.00	\$ 2,637.00	84.44%
Office Supplies	6910	\$ 1,407.88	\$ 7,945.66	\$ 16,332.94	\$ 33,950.00	\$ 17,617.06	48.11%
Postage Expense	6920	\$ 3.00	\$ 18,324.46	\$ 18,181.84	\$ 18,700.00	\$ 518.16	97.23%
Advertising Expense	6930	\$ -	\$ 697.38	\$ 565.00	\$ 3,040.00	\$ 2,475.00	18.59%
Printing Charges	6940	\$ 763.49	\$ 6,578.75	\$ 6,247.97	\$ 13,126.00	\$ 6,878.03	47.60%

General Ledger
Fund 10 General Fund
April 2024 83.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Bank & Registration Fees	6950	\$ 65.74	\$ 1,815.92	\$ 725.52	\$ 3,920.00	\$ 3,194.48	18.51%
Approp Redev/Collection Fees	6960	\$ -	\$ 707,869.64	\$ 482,038.07	\$ 684,039.00	\$ 202,000.93	70.47%
Minor Furn Fixture & Equip	6980	\$ -	\$ 1,592.60	\$ 6,088.36	\$ 25,237.00	\$ 19,148.64	24.12%
Fingerprint Fees (HR)	7010	\$ 72.00	\$ 1,273.00	\$ 1,030.00	\$ 3,360.00	\$ 2,330.00	30.65%
Fire & Safety Insp Fees	7020	\$ -	\$ 1,077.11	\$ 304.00	\$ 6,675.00	\$ 6,371.00	4.55%
Permit & Licensing Fees	7030	\$ 897.00	\$ 5,568.69	\$ 8,080.89	\$ 7,300.00	\$ (780.89)	110.70%
Professional Services	7100	\$ 34,948.50	\$ 46,261.00	\$ 67,895.63	\$ 270,200.00	\$ 202,304.37	25.13%
Legal Services	7110	\$ -	\$ 49,248.15	\$ 43,309.75	\$ 90,000.00	\$ 46,690.25	48.12%
Typeset and Print Services	7115	\$ 11,899.00	\$ 35,362.25	\$ 35,086.76	\$ 36,600.00	\$ 1,513.24	95.87%
Instructor Services	7120	\$ 9,900.98	\$ 104,424.27	\$ 116,290.36	\$ 108,902.00	\$ (7,388.36)	106.78%
PERS Admin Fees	7125	\$ 150.87	\$ 1,207.29	\$ 1,447.20	\$ 2,200.00	\$ 752.80	65.78%
Audit Services	7130	\$ -	\$ 16,075.00	\$ 7,750.00	\$ 17,425.00	\$ 9,675.00	44.48%
Medical & Health Svcs	7140	\$ 55.00	\$ 3,693.44	\$ 2,375.00	\$ 10,720.00	\$ 8,345.00	22.15%
Security Services	7150	\$ 290.00	\$ 2,205.00	\$ 5,879.69	\$ 7,122.00	\$ 1,242.31	82.56%
Entertainment Services	7160	\$ -	\$ 432.25	\$ 4,723.26	\$ 4,300.00	\$ (423.26)	109.84%
Business Services	7180	\$ 51.85	\$ 36,650.82	\$ 66,465.45	\$ 95,805.00	\$ 29,339.55	69.38%
Umpire/Referee Services	7190	\$ -	\$ 1,150.00	\$ 965.00	\$ 1,700.00	\$ 735.00	56.76%
Subscriptions	7210	\$ 11.98	\$ 209.91	\$ 1,219.52	\$ 2,375.00	\$ 1,155.48	51.35%
Rents & Leases - Equip	7310	\$ 415.05	\$ 5,086.90	\$ 11,789.71	\$ 48,720.00	\$ 36,930.29	24.20%
Bldg/Field Leases & Rental	7320	\$ -	\$ 60.00	\$ 60.00	\$ 60.00	\$ -	100.00%
Division Supplies	7410	\$ 800.37	\$ 4,411.25	\$ 15,506.65	\$ 30,365.00	\$ 14,858.35	51.07%
Program/Event Supplies	7420	\$ -	\$ 6,319.13	\$ -	\$ -	\$ -	-
Bingo Supplies	7430	\$ -	\$ 3,574.76	\$ 2,304.54	\$ 4,800.00	\$ 2,495.46	48.01%
Sporting Goods	7440	\$ 2,502.86	\$ 4,065.44	\$ 7,676.71	\$ 8,400.00	\$ 723.29	91.39%
Arts and Craft Supplies	7450	\$ -	\$ 1,184.47	\$ -	\$ 1,575.00	\$ 1,575.00	0.00%
Training Supplies	7460	\$ -	\$ 603.17	\$ 525.12	\$ 3,970.00	\$ 3,444.88	13.23%
Small Tools	7500	\$ 16.06	\$ 5,310.34	\$ 1,845.70	\$ 6,000.00	\$ 4,154.30	30.76%
Safety Supplies	7510	\$ -	\$ 1,252.20	\$ 1,256.03	\$ 4,415.00	\$ 3,158.97	28.45%
Uniform Allowance	7610	\$ 1,145.13	\$ 7,654.01	\$ 7,467.68	\$ 15,790.00	\$ 8,322.32	47.29%
Safety Clothing	7620	\$ 1,161.68	\$ 1,279.87	\$ 2,096.14	\$ 5,404.00	\$ 3,307.86	38.79%
Conference&Seminar Staff	7710	\$ -	\$ 11,804.77	\$ 7,564.00	\$ 19,665.00	\$ 12,101.00	38.46%
Conference&Seminar Board	7715	\$ -	\$ 210.00	\$ 815.00	\$ 2,625.00	\$ 1,810.00	31.05%
Conference&Seminar Travel Exp	7720	\$ -	\$ 3,655.36	\$ 3,240.13	\$ 6,067.00	\$ 2,826.87	53.41%
Out of Town Travel Board	7725	\$ -	\$ 828.30	\$ 351.23	\$ 2,970.00	\$ 2,618.77	11.83%
Private Vehicle Mileage	7730	\$ 100.03	\$ 1,265.43	\$ 462.74	\$ 4,847.00	\$ 4,384.26	9.55%
Buses/Excursions	7750	\$ -	\$ 4,900.89	\$ 7,728.43	\$ 11,400.00	\$ 3,671.57	67.79%
Tuition/Book Reimbursement	7760	\$ -	\$ 100.00	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 5,349.60	\$ 56,816.00	\$ 36,339.33	\$ 49,133.00	\$ 12,793.67	73.96%
Utilities - Water	7820	\$ 5,633.83	\$ 446,735.24	\$ 478,462.13	\$ 786,277.00	\$ 307,814.87	60.85%
Utilities - Electric	7830	\$ 12,222.12	\$ 126,460.15	\$ 151,787.94	\$ 232,694.00	\$ 80,906.06	65.23%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 1,265.00	\$ 14,000.00	\$ 12,735.00	9.04%
Awards and Certificates	7910	\$ 430.00	\$ 8,562.55	\$ 7,413.30	\$ 18,190.00	\$ 10,776.70	40.75%
Meals for Staff Training	7920	\$ 62.68	\$ 939.34	\$ 861.13	\$ 3,500.00	\$ 2,638.87	24.60%
Employee Morale	7930	\$ 48.10	\$ 2,210.91	\$ 2,968.68	\$ 5,500.00	\$ 2,531.32	53.98%
COP Debt - PV Fields	7950	\$ -	\$ 217,282.28	\$ 341,039.80	\$ 343,214.00	\$ 2,174.20	99.37%
Reserve Vehicle Fleet	7970	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	100.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	-
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	100.00%
Admin Fee / CC Refund 2020	8112	\$ (293.75)	\$ -	\$ (293.75)	\$ -	\$ -	-
Services and Supplies		\$ 136,441.04	\$ 2,867,503.42	\$ 3,037,535.03	\$ 4,297,243.00	\$ 1,412,414.22	70.69%
YTD Comparison				\$ 170,031.61			
Capital							
General Capital	8400	\$ -	\$ -	\$ 5,380.00	\$ 25,000.00	\$ 19,620.00	21.52%
Equip/Facility Replacement	8420	\$ 28,721.23	\$ 107,257.22	\$ 28,721.23	\$ 35,000.00	\$ 6,278.77	82.06%
Freedom Dog Park	8502	\$ 201.77	\$ 1,047.34	\$ 4,070.51	\$ 3,740.74	\$ (329.77)	108.82%
Valle Lindo Court Resurface	8505	\$ 64,900.00	\$ -	\$ 65,413.32	\$ 55,000.00	\$ (10,413.32)	118.93%
Epoxy Pool Deck	8506	\$ -	\$ -	\$ 527.44	\$ 100,000.00	\$ 99,472.56	0.53%
Lokker Playground	8507	\$ 4,382.50	\$ -	\$ 18,977.50	\$ 500,000.00	\$ 481,022.50	3.80%
PV Fields Irrigation Pumps	8508	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
PV Fields Sewer Lift Stations	8509	\$ -	\$ -	\$ 111,267.13	\$ 133,562.24	\$ 22,295.11	83.31%
Capital		\$ 98,205.50	\$ 108,304.56	\$ 234,357.13	\$ 952,302.98	\$ 717,945.85	24.61%
YTD Comparison				\$ 126,052.57			
Expense		\$ 545,964.67	\$ 6,744,399.90	\$ 7,115,068.99	\$ 10,406,239.98	\$ 3,443,877.24	68.37%
YTD Comparison				\$ 370,669.09			
Revenue Total		\$ 180,481.36	\$ 9,547,554.40	\$ 7,228,611.69	\$ 10,282,374.50	\$ 3,053,762.81	70.30%
Expense Total		\$ 545,964.67	\$ 6,744,399.90	\$ 7,115,068.99	\$ 10,406,239.98	\$ 3,443,877.24	68.37%
YTD Revenue-Expenses			\$ 2,803,154.50	\$ 113,542.70			
YTD Comparison				\$ (2,689,611.80)			

General Ledger
Fund 20 Assessment Fund
April 2024 83.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 4,282.54	\$ 19,174.13	\$ 40,922.61	\$ 20,000.00	\$ (20,922.61)	204.61%
Assessment Revenue	5500	\$ -	\$ 1,235,720.48	\$ 742,000.81	\$ 1,293,871.00	\$ 551,870.19	57.35%
Revenue		\$ 4,282.54	\$ 1,254,894.61	\$ 782,923.42	\$ 1,313,871.00	\$ 530,947.58	59.59%
YTD Comparison				\$ (471,971.19)			
Personnel							
Full Time Salaries	6100	\$ -	\$ 26,362.91	\$ 50,780.14	\$ 50,780.14	\$ -	100.00%
Cell Phone Allowance	6108	\$ -	\$ 152.46	\$ 132.93	\$ 132.93	\$ -	100.00%
Part-Time Salaries	6110	\$ -	\$ -	\$ 3,749.34	\$ 3,749.34	\$ -	100.00%
Retirement	6120	\$ -	\$ 4,424.13	\$ 9,932.61	\$ 9,932.61	\$ -	100.00%
Employee Insurance	6130	\$ -	\$ 5,728.77	\$ 10,870.97	\$ 10,870.97	\$ -	100.00%
Workers Compensation	6140	\$ -	\$ 2,962.23	\$ 6,053.26	\$ 6,053.26	\$ -	100.00%
Personnel		\$ -	\$ 39,630.50	\$ 81,519.25	\$ 81,519.25	\$ -	100.00%
YTD Comparison				\$ 41,888.75			
Services and Supplies							
Building Repair	6610	\$ -	\$ -	\$ 2,355.55	\$ 1,520.00	\$ (835.55)	154.97%
Incidental Costs - Assess	6709	\$ -	\$ 18,522.28	\$ 11,269.13	\$ 19,444.00	\$ 8,174.87	57.96%
Grounds Maintenance	6710	\$ -	\$ -	\$ 39,156.33	\$ 116,050.85	\$ 76,894.52	33.74%
Tree Care	6719	\$ -	\$ 12,765.54	\$ 58,276.29	\$ 90,000.00	\$ 31,723.71	64.75%
Contracted LS Services	6720	\$ 49,063.74	\$ 360,404.79	\$ 348,191.11	\$ 535,641.00	\$ 187,449.89	65.00%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Rubbish & Refuse	6740	\$ -	\$ -	\$ 1,894.78	\$ 947.39	\$ (947.39)	200.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 5,648.55	\$ 1,844.30	\$ 3,500.00	\$ 1,655.70	52.69%
Rents & Leases - Equip	7310	\$ -	\$ -	\$ 846.65	\$ 846.65	\$ -	100.00%
COP Debt - PV Fields	7950	\$ -	\$ 533,756.09	\$ 408,779.69	\$ 408,780.00	\$ 0.31	100.00%
Services and Supplies		\$ 49,063.74	\$ 931,097.25	\$ 872,613.83	\$ 1,210,799.89	\$ 338,186.06	72.07%
YTD Comparison				\$ (58,483.42)			
Expense		\$ 49,063.74	\$ 970,727.75	\$ 954,133.08	\$ 1,292,319.14	\$ 338,186.06	73.83%
YTD Comparison				\$ (16,594.67)			
Revenue Total		\$ 4,282.54	\$ 1,254,894.61	\$ 782,923.42	\$ 1,313,871.00	\$ 530,947.58	59.59%
Expense Total		\$ 49,063.74	\$ 970,727.75	\$ 954,133.08	\$ 1,292,319.14	\$ 338,186.06	73.83%
YTD Revenue-Expenses			\$ 284,166.86	\$ (171,209.66)			
YTD Comparison				\$ (455,376.52)			

General Ledger
Fund 30 Quimby Fund
April 2024 83.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 17,737.54	\$ 54,702.02	\$ 330,978.37	\$ 120,000.00	\$ (210,978.37)	275.82%
Revenue		\$ 17,737.54	\$ 54,702.02	\$ 330,978.37	\$ 120,000.00	\$ (210,978.37)	275.82%
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 621,769.00	\$ 621,769.00	0.00%
Pickleball Sports Complex	8493	\$ 3,725.21	\$ 82,573.95	\$ 160,568.99	\$ 1,300,000.00	\$ 1,139,431.01	12.35%
Multi-Generation Center	8504	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	0.00%
Senior Center Improvements	8510	\$ 26.80	\$ -	\$ 20,865.20	\$ -	\$ (20,865.20)	0.00%
Senior/Community Center Enhanc	8511	\$ 5,377.50	\$ -	\$ 5,377.50	\$ -	\$ (5,377.50)	0.00%
Capital		\$ 9,129.51	\$ 82,573.95	\$ 186,811.69	\$ 2,921,769.00	\$ 2,734,957.31	6.39%
Expense		\$ 9,129.51	\$ 82,573.95	\$ 186,811.69	\$ 2,921,769.00	\$ 2,734,957.31	6.39%
Revenue Total		\$ 17,737.54	\$ 54,702.02	\$ 330,978.37	\$ 120,000.00	\$ (210,978.37)	275.82%
Expense Total		\$ 9,129.51	\$ 82,573.95	\$ 186,811.69	\$ 2,921,769.00	\$ 2,734,957.31	6.39%
YTD Revenue-Expenses			\$ (27,871.93)	\$ 144,166.68			
YTD Comparison				\$ 172,038.61			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,899,902.99	\$ 350,586.71	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,995,407.11	\$ 653,801.89	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ 20,864.97	\$ 747.28	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ 70,484.00	Habitat for Humanity	Barry St (RPD-203)	\$ -	\$ 35,242.00	9/17/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ 1,000,000.00	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	3/15/2028
	\$ 799,581.42	\$ -	Interest Account		\$ -	\$ 799,581.42	
Total	\$ 11,890,376.82	\$ 7,892,685.95			\$ 5,000,926.90	\$ 7,128,332.93	

General Ledger
Fund 40 Park Impact Fee Fund
April 2024 83.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 9,303.15	\$ 4,202.33	\$ 74,223.57	\$ 8,000.00	\$ (66,223.57)	927.79%
Park Impact Fees	5450	\$ -	\$ 15,831.96	\$ 1,814,318.80	\$ -	\$ (1,814,318.80)	0.00%
Revenue		\$ 9,303.15	\$ 20,034.29	\$ 1,888,542.37	\$ 8,000.00	\$ (1,880,542.37)	23606.78%
Services and Supplies							
Administrative Fee	6951	\$ -	\$ -	\$ 981.42	\$ -	\$ (981.42)	0.00%
Services and Supplies		\$ -	\$ -	\$ 981.42	\$ -	\$ (981.42)	0.00%
Expense		\$ -	\$ -	\$ 981.42	\$ -	\$ (981.42)	0.00%
Revenue Total		\$ 9,303.15	\$ 20,034.29	\$ 1,888,542.37	\$ 8,000.00	\$ (1,880,542.37)	23606.78%
Expense Total		\$ -	\$ -	\$ 981.42	\$ -	\$ (981.42)	0.00%

General Ledger
Fund 50 CDBG Fund
April 2024 83.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
CDBG - Food Share	5577	\$ -	\$ 18,877.71	\$ 22,320.27	\$ 40,760.00	\$ 18,439.73	54.76%
Revenue		\$ -	\$ 18,877.71	\$ 22,320.27	\$ 40,760.00	\$ 18,439.73	54.76%
Personnel							
Full Time Salaries	6100	\$ -	\$ 3,269.43	\$ 5,912.99	\$ 17,413.00	\$ 11,500.01	33.96%
Part-Time Salaries	6110	\$ 2,558.08	\$ 26,845.91	\$ 15,950.66	\$ 10,360.00	\$ (5,590.66)	153.96%
Retirement	6120	\$ 392.17	\$ 4,083.79	\$ 3,169.38	\$ 2,606.00	\$ (563.38)	121.62%
Employee Insurance	6130	\$ 25.56	\$ 44.13	\$ 302.19	\$ 336.00	\$ 33.81	89.94%
Workers Compensation	6140	\$ 30.43	\$ 473.28	\$ 265.90	\$ 489.00	\$ 223.10	54.38%
Personnel		\$ 3,006.24	\$ 34,716.54	\$ 25,601.12	\$ 31,204.00	\$ 5,602.88	82.04%
Services and Supplies							
Division Supplies	7410	\$ -	\$ -	\$ 5,624.03	\$ 9,556.00	\$ 3,931.97	58.85%
Services and Supplies		\$ -	\$ -	\$ 5,624.03	\$ 9,556.00	\$ 3,931.97	58.85%
Expense		\$ 3,006.24	\$ 34,716.54	\$ 31,225.15	\$ 40,760.00	\$ 9,534.85	76.61%
Revenue Total		\$ -	\$ 18,877.71	\$ 22,320.27	\$ 40,760.00	\$ 18,439.73	54.76%
Expense Total		\$ 3,006.24	\$ 34,716.54	\$ 31,225.15	\$ 40,760.00	\$ 9,534.85	76.61%

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 763 UPDATING AUTHORIZED SIGNATURES FOR
WIRE TRANSFERS WITH VENTURA COUNTY
TREASURY POOL**

BACKGROUND

At the start of every fiscal year the District Board is required to approve a resolution updating the signatures as to who is authorized to sign and/or may authorize wire transfers for the Pleasant Valley Recreation and Park District from the Ventura County Treasury Pool.

At the November 5, 2015 Board of Directors meeting, the Board approved Resolution No. 550 authorizing the District to invest District funds with the Ventura County Treasury Pool. The Ventura County Pool requires an annual Board approved document or resolution identifying the authorized party to sign and/or authorize wire transfers for Pleasant Valley Recreation and Park District. This resolution along with the Signature Authorization Form for Local Agencies for fiscal year 2024-2025 must be completed and returned to the Auditor-Controller in order to process any further deposits or withdrawals with the Ventura County Pool.

ANALYSIS

The Ventura County Auditor-Controller Office requires any agency that uses the Ventura County Financial Management System (VCFMS) to record financial information, or invests in the County's Treasury Pool, to update the Signature Authorization Form for Local Agencies on an annual basis. This form must be accompanied by Board resolution or other Board approved documentation identifying specific individuals or positions. The resolution states that Mary Otten - General Manager, Justin Kiraly - Administrative Services Manager and Elaine Magner - Board Member are authorized signatures.

FISCAL IMPACT

No fiscal impact with this Board action.

RECOMMENDATION

It is recommended the Board of Directors consider and approve Resolution No. 763 for Ventura County Pool, updating signatures as to who is authorized to sign and/or authorize wire transfers for Fiscal Year 2024-2025 for the Pleasant Valley Recreation and Park District.

ATTACHMENTS

- 1) Resolution No. 763 (1 page)

RESOLUTION NO. 763

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT UPDATING AUTHORIZED SIGNATURES FOR WIRE TRANSFERS OF DISTRICT FUNDS IN THE VENTURA COUNTY TREASURY POOL

WHEREAS, California Government Code Section 53684 allows the Administrative Services Manager, with consent of the County Treasurer-Tax Collector, to deposit the excess District funds in the County Treasury Pool for the purpose of investment by the County Treasurer-Tax Collector; and

WHEREAS, the existing District Investment Policy adopted on June 7, 2023, authorizes the investment of excess District funds in county investment pools; and

WHEREAS, the Administrative Services Manager has determined that the deposit of excess District funds in the Ventura County Treasury Pool in accordance with Section 53684 of the California Government Code is in the best interest of the Pleasant Valley Recreation and Park District; and

WHEREAS, Resolution No. 550 was passed on November 5, 2015, authorizing and requesting the investment of excess funds in the Ventura County Treasury Pool; and

WHEREAS, the Ventura County Auditor-Controller Office requires any agency that uses the Financial Management System to record financial information or invests in the County's Treasury Pool to update the Signature Authorized Form for Local Agencies for fiscal year 2024-2025; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows: The following Pleasant Valley Recreation and Park District officers or their successors in office shall be authorized to sign or order the deposit or withdrawal of funds in the Ventura County Treasury Pool: (1) Mary Otten, General Manager; (2) Justin Kiraly, Administrative Services Manager; (3) Elaine Magner, Board Member

PASSED AND ADOPTED by the Board of Directors of the Pleasant Valley Recreation and Park District this 5th day of June 2024, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Board Chair
PLEASANT VALLEY RECREATION AND
PARK DISTRICT

Attested:

Jordan Roberts, Secretary
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF A SECOND
READING FOR THE ADOPTION OF ORDINANCE NO.
14, AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND
PARK DISTRICT SETTING BOARD MEMBER
COMPENSATION**

BACKGROUND

The District is obligated to comply with several Government codes, including the Public Resource Code Section 5784 and Chapter 2 (commencing with Section 20200) of Division 10 of the Water Code. Each member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set for by the law. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

At the November 3, 2022, Board of Directors meeting, the Board adopted Ordinance No. 13, setting District Board member compensation at \$115.75 per meeting, not to exceed five meetings or activities per month.

Pursuant to Public Resources Code 5784.15 and Water Code 20202, the District Board may increase the daily compensation by no more than five (5) percent for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

At the May 1, 2024, Board of Directors meeting, the Board reviewed and approved the first reading and introduction of Ordinance No. 14, setting District Board member compensation.

ANALYSIS

The attached Ordinance No. 14 has been reviewed by the District's counsel and has been approved to form. The purpose of this ordinance is to specifically raise the compensation rate for Directors by five (5) percent, rounded to the lowest five (5) cent increment, to \$121.50 per meeting. This ordinance is required to be approved after a public hearing and takes effect 30 days after the second reading. Additionally, this ordinance replaces Ordinance No. 13 in its entirety.

FISCAL IMPACT

District staff anticipates that with an approval of a five (5) percent increase to days of service compensation, a maximum compensation increase of \$1,725.00 is expected.

RECOMMENDATION

It is recommended the Board review and adopt Ordinance No. 14 by approving the second reading to adopt Ordinance No. 14, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation.

ATTACHMENTS

- 1) Ordinance 14 - Published Summary of Second Reading and Adoption (1 page)
- 2) Ordinance No. 14 (2 pages)

NOTICE OF ADOPTED ORDINANCES

NOTICE IS HEREBY GIVEN that the Board of Directors of the Pleasant Valley Recreation and Park District on May 1, 2024, introduced the Ordinance below:

District Ordinance No. 14, an ordinance of the Pleasant Valley Recreation and Park District Governing Board Member Compensation.

The second reading shall be conducted on Wednesday, June 5, 2024, at 6:00 p.m.

Summary: This Ordinance, upon adoption, will replace Ordinance No. 13 in its entirety. In accordance with PRC 5784.1, Ordinance No. 14 will establish an increase in Board Member compensation, not to exceed 5% annually.

The complete text of the Ordinance is available for review in the District's Administration Office located at 1605 E Burnley Street, Camarillo, California. Please contact Pleasant Valley Recreation and Park District at (805) 482-1996 with any questions regarding this Ordinance.

Pleasant Valley Recreation and Park District

Mark Malloy

CHAIR, BOARD OF DIRECTORS

Publish: May 18, 2024

ORDINANCE NO. 14

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING BOARD MEMBER COMPENSATION

WHEREAS, on November 3, 2022, the Board adopted Ordinance No. 13 pursuant to Public Resources Code Section 5784.15 and Water Code Sections 20201 and 20202 to set the daily compensation of Board Members; and

WHEREAS, the current compensation for Directors for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board, not to exceed 5 meetings or activities each month, is \$115.75; and

WHEREAS, pursuant to Public Resources Code 5784.15 and Water Code 20202 the District Board may increase the daily compensation by no more than five (5) percent for each calendar year following the operative date of the last adjustment; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on April 20, 2024, and May 18, 2024.

THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDAIN AS FOLLOWS:

SECTION 1. – The recitals above are true and correct, and incorporated herein by reference.

SECTION 2. – Permitted Compensation

- A. The amount of compensation payable to each Director for each day's attendance at meetings of the Board and for each day's service rendered as a Director at the request of the Board is increased to \$121.50 as of compensation payable for July 2024.
- B. Directors may not receive compensation for services rendered for more than a total of 5 days in any calendar month per Public Resources Code Section 5784.15.
- C. In addition to daily compensation authorized in subsection A, the Board authorizes the reimbursement of any actual costs, per Resolution No. 583, incurred by a Director when rendering services as a Director by request of the Board.

SECTION 3. – Future Adjustments to Compensation. Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

SECTION 4. – This Ordinance will become effective 30 days from the date of adoption.

SECTION 5. – Upon the effective date of this ordinance, Ordinance No. 13 shall no longer be in effect.

SECTION 6. – The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED AND ADOPTED this 5th day of June 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Mark Malloy, Chairman, Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Jordan Roberts, Secretary, Board of Directors
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF A THREE-YEAR AGREEMENT WITH SPRINGBROOK HOLDING COMPANY, LLC FOR ACCESS TO THE CLOUD-BASED SPRINGBROOK SOFTWARE AND TRANSITION SUPPORT

BACKGROUND

On June 3, 2015, the District entered into an agreement with Springbrook Software, Inc. for access to their Springbrook licensed on-site products. This software has been necessary in maintaining the District's financial, payroll, accounts payable, and personnel management processes. The software/service purchase was for software stored on the District's servers, which has been maintained by Springbrook but is no longer receiving new feature updates.

Renewal for continued support is due in June, but with the transition to the cloud-based Springbrook, the District may sign the Cloud agreement now without paying for the on-site program, saving the District almost \$10,000.

ANALYSIS

The proposed new agreement with Springbrook Holding Company, LLC, will allow for a continuation of current services as well as the transition to cloud-based software. Most companies are transitioning to cloud-based software, as it allows for easier maintenance of software and production of new features. The District will benefit from moving to the Cloud version of Springbrook, as we will receive access to many upgraded and new features, such as improved general ledger functions and human resources functionality, which the District does not currently receive. In addition, this transition will also allow for easier use of the Springbrook software.

Springbrook has been the District's payroll, human resource, and financial software for almost 10 years now. The current software has been invaluable for the District, and the switch to cloud-based software will increase the benefits to the District.

FISCAL IMPACT

The cloud service agreement with Springbrook Holding Company, LLC has an annual cost of \$7,783.02 for the Finance module and \$8,766.68 for the Payroll module, in addition to a one-time cost of \$19,350 for transition and implementation costs, for a total cost of \$35,909.70.

Springbrook has agreed to invoice for these costs in July for the new fiscal year budget. In addition, the District will save \$9,659.64 by not having to renew the current on-site costs.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal

- **1.5:** Adopt new time and cost saving information technologies to improve efficiency of District and IT operations.

RECOMMENDATION

It is recommended the Board direct the General Manager to enter into a professional services agreement between the District and Springbrook Holding Company, LLC for a three-year contract beginning July 1, 2024.

ATTACHMENT

- 1) Springbrook Cloud Finance and Payroll Agreement (5 pages)

Order Form: Q-23320-1
 Date: 1/5/2024, 11:34 AM
 Expires On: 6/30/2024



Phone: (866) 777-0069
 Email: info@sprbrk.com

Ship To:
 Justin Kiraly
 Pleasant Valley Recreation And Park District, CA
 1605 E. Burnley St.
 Camarillo, California 93010
 jkiraly@pvrpd.org

Bill To:
 Pleasant Valley Recreation PD AP
 Pleasant Valley Recreation And Park District, CA
 1605 E. Burnley Street
 Camarillo, California 93010
 billing@pvrpd.org

Account Manager	E-mail	Phone Number	Payment Terms
Bea Williams	bea.williams@sprbrk.com	(213) 583-5285	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Finance Suite Subscription	USD 14,200.00	1	45.190	USD 7,783.02
Payroll Subscription	USD 10,900.00	1	19.480	USD 8,776.68
Annual Product Pricing Total:				USD 16,559.70

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services Migration	Fixed Fee Professional Services Migration	USD 19,350.00	1	0.000	USD 19,350.00
Fixed Fee Professional Services Total:					USD 19,350.00

Grand Total: USD 35,909.70

* excludes applicable sales tax

Order Details

Customer Name: Pleasant Valley Recreation And Park District, CA

Customer Contact: Justin Kiraly

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <http://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <http://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services:<http://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services,
On-Site Professional Services, and
Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions,
Maintenance,
and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions,
Maintenance, and Hosting
(Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance,
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

** Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):

Customer will maintain their Employee Self Service Subscription

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

**Pleasant Valley Recreation And Park District,
CA**

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order # (if required) _____

Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

- 1. Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. *
- 2. Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. *
- 3. Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.*
- 4. Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. *
- 5. Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
- 6. Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. *

**If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.*

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF UPDATED JOB DESCRIPTIONS

BACKGROUND

In 2022, Evergreen Consultants embarked on a crucial Classification and Salary survey commissioned by the District, a process that concluded in November 2023. The primary objective of this comprehensive endeavor was to ensure that the District's workforce structure, salary scales, and job classifications remained competitive and compliant with industry standards and regulatory requirements as well as update job descriptions as necessary.

Moreover, a salary survey helps align compensation with job roles and responsibilities, promoting fairness and equity within the organization. By evaluating salary structures in relation to the complexity and demands of various positions, the District can address discrepancies and ensure employees are fairly compensated. This process also ensures that job descriptions are accurately aligned with the responsibilities and contributions of each position.

As the final task, Evergreen Consultants reviewed all of the District's job descriptions to ensure they met EEO/ADA requirements, included FLSA determinations, and all followed the same format.

ANALYSIS

As part of the survey process, Evergreen Consultants provided the District with an updated template for all job descriptions. Reviewing and updating job descriptions is integral to the effective management of human resources for several reasons. Firstly, accurate and comprehensive job descriptions provide clarity and transparency regarding roles, responsibilities, and performance expectations, thus facilitating effective recruitment, selection, and onboarding processes.

Furthermore, reviewing job descriptions ensures that they remain aligned with the evolving needs and priorities of the organization. As roles and responsibilities may change over time due to factors such as technological advancements, organizational restructuring, or shifts in market dynamics, it is essential to periodically reassess and update job descriptions to reflect these changes accurately.

In summary, the Classification and Salary survey conducted by Evergreen Consultants provided the District with valuable insights into its workforce structure and compensation practices. The

updated job description template serves as a tool for ensuring clarity, fairness, and compliance in human resources management processes, ultimately supporting the District's strategic goals and objectives.

District personnel have met with Evergreen Consultants and Service Employees International Union to deliberate on any alterations and revisions made to the District's job descriptions, all of which are incorporated into the modifications.

FISCAL IMPACT

There is no fiscal impact at this time.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

- 5.1: Conduct a salary survey to ensure staffing levels, positions, and benefit and compensation packages are competitive with comparable labor markets.

RECOMMENDATION

It is recommended that the Board of Directors approve the revised job descriptions.

ATTACHMENTS

Current Job Descriptions, Updated Redline Job Descriptions, Updated Clean Line Job Descriptions:

- 1) Accounting Specialist (8 pages)
- 2) Administrative Analyst (8 pages)
- 3) Administrative Services Manager (8 pages)
- 4) Customer Service Representative I/II, Customer Service Representative I (8 pages)
- 5) Customer Service Representative I/II, Customer Service Representative II (8 pages)
- 6) Customer Service Representative Lead Worker (8 pages)
- 7) General Manager (8 pages)
- 8) HR Generalist (8 pages)
- 9) HR Specialist (9 pages)
- 10) Office Assistant (8 pages)
- 11) Grounds Facilities I/II, Grounds Facilities I (8 pages)
- 12) Grounds Facilities I/II, Grounds Facilities II (8 pages)
- 13) Irrigation Specialist (8 pages)
- 14) Lead Park Ranger (8 pages)
- 15) Mechanic (8 pages)
- 16) Park Maintenance Lead Worker (9 pages)
- 17) Park Ranger (8 pages)
- 18) Park Services Manager (8 pages)
- 19) Park Supervisor (8 pages)
- 20) Aquatics Center Assistant Manager (8 pages)
- 21) Development Analyst (10 pages)
- 22) Lifeguard (8 pages)
- 23) Marketing Specialist (8 pages)
- 24) Recreation Coordinator (8 pages)
- 25) Recreation Leader (9 pages)

- 26) Recreation Manager (10 pages)
- 27) Recreation Specialist (8 pages)
- 28) Recreation Supervisor (9 pages)
- 29) Senior Recreation Leader (8 pages)



Pleasant Valley Recreation and Park District Job Description

Job Title: Accounting Specialist
Department: Administration
Reports To: Administrative Services Manager
FLSA Status: Exempt

Category: Staff
Prepared Date: December 2, 2013
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Under general supervision, performs a variety of accounting, personnel, and financial duties in accordance with District policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following and performs additional duties as assigned.

- Perform a variety of computerized accounting duties including but not limited to accounts payable, payroll, and account reconciliation.
- Perform accounts payable functions, from receipt of invoice through release of payment.
- Prepare and process payroll; compile payroll data from timesheets and other records; generate computer reports necessary to verify data entered, calculate withholdings; prepare third party payments, and respond to all questions regarding payroll.
- Verify for accuracy and enter cash reports into the accounting system.
- Prepare and/or audit bank reconciliations; process related journal entries.
- Participates and assists in the preparation of comprehensive reports, assists with the annual District Budget preparation.
- Identifies legal requirements for accuracy affecting human resources functions, administer the salary and benefits, maintaining the files and records that are relevant to the payroll function.
- Interacts with all levels of management, all vendors, employees, group insurance carriers, and medical care providers.
- Maintains a variety of files and records.
- Tracking of capital assets for year-end accounting.
- Complete Forms: W-2 & W-3, 1099 & 1096(annually).
- Perform related duties as assigned.

OTHER SKILLS AND ABILITIES: Must be able to operate basic office equipment and be PC literate with software applications in use at the District. Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems. Must have the ability to utilize other job related software programs. Ability to be self-motivated, work independently, and manage time well. Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs. Must be able to “multitask” to handle competing priorities and demands. Must be able to keep accurate records and prepare detailed reports. Ability to communicate effectively with the public, organization, employees, user groups, and community leaders in oral and written form. Must abide by the District’s policies regarding Standards of Conduct and Confidentiality. Must maintain the same in all matters, which any reasonable person would assume, deserves such treatment.

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

SUPERVISORY RESPONSIBILITIES: May be required to supervise, train, and monitor staff who is assigned to assist you.



Pleasant Valley Recreation and Park District Job Description

EDUCATION and/or EXPERIENCE: Associate of Arts Degree in Business, Finance, Public Administration or related field with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid Driver's License with a clean California Department Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

ACCOUNTING SPECIALIST

Department: Administration

Pay Grade: F104

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of accounting, personnel, and financial duties in accordance with District policies and procedures.

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ESSENTIAL JOB FUNCTIONS

- Perform a variety of computerized accounting duties including but not limited to accounts payable, payroll, and account reconciliation.
- Perform accounts payable functions, from receipt of invoice through release of payment.
- Prepare and process payroll; compile payroll data from timesheets and other records; generate computer reports necessary to verify data entered, calculate withholdings; prepare ~~third party~~ ~~third-party~~ payments, and respond to all questions regarding payroll.
- ~~Verifies~~ ~~Verifies for accuracy~~ and ~~enter~~ ~~enters~~ cash reports into the accounting system.
- Prepare and/or audit bank reconciliations, ~~and~~ process related journal entries.
- ~~Prepare and deliver bank~~ ~~deposit~~ ~~deposits~~.
- Participate~~s~~ and assist~~s~~ in the preparation of comprehensive reports, ~~and~~ assist~~s~~ with the annual District Budget preparation.
- ~~Identifies~~ ~~Identify~~ legal requirements for accuracy affecting human resources functions, administer the salary and benefits, maintain~~ing~~ the files and records that are relevant to the payroll function.
- Interact~~s~~ with all levels of management, ~~all~~ vendors, ~~instructors~~, employees, group insurance carriers, and medical care providers.
- ~~Maintains~~ a variety of files and records.
- ~~Provides accounting support to other departments as needed~~.
- Track~~ing~~ of capital assets for year-end accounting.

- Complete forms required for compliance with federal, state, and local rules and regulations: to include, but not necessarily limited to Forms: W-2 & W-3, 1099 & 1096(annually).
- Processes office supply orders.
- Perform ms other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate of aArts dDegree in bBusiness, fFinance, pPublic aAdministration or related field with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid California dDriver's lLicense with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on the vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems.
- Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs.
- Must be ableAbility to operate basic office equipment and be PC literate with software applications in use at in the District.
- ~~Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems.~~
- Must have the Ability to utilize other job-relatedjob-related software programs.
- Ability to be self-motivated, work independently, and manage time well.
- ~~Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs.~~
- Must be ableAbility to "multitask" to handle competing priorities and demands.
- Must be ableAbility to keep accurate records and prepare detailed reports.
- Ability to communicate effectively with the public, organization, employees, user groups, and community leaders in oral and written form.
- Must Ability to abide by the District's policies regarding Standards of Conduct and Confidentiality.

PHYSICAL DEMANDS

The work is categorized as light work which requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Additionally, the following physical abilities are required:

Updated: 910/2023

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

ACCOUNTING SPECIALIST

Department: Administration

Pay Grade: F104

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of accounting, personnel, and financial duties in accordance with District policies and procedures.

ESSENTIAL JOB FUNCTIONS

- Perform a variety of computerized accounting duties including but not limited to accounts payable, payroll, and account reconciliation.
- Perform accounts payable functions, from receipt of invoice through release of payment.
- Prepare and process payroll; compile payroll data from timesheets and other records; generate computer reports necessary to verify data entered, calculate withholdings; prepare third-party payments, and respond to all questions regarding payroll.
- Verifies and enters cash reports into the accounting system.
- Prepare and/or audit bank reconciliations, and process related journal entries.
- Prepare and deliver bank deposits.
- Participate and assist in the preparation of comprehensive reports and assist with the annual District Budget preparation.
- Identify legal requirements for accuracy affecting human resources functions, administer the salary and benefits, maintain the files and records that are relevant to the payroll function.
- Interact with all levels of management, vendors, instructors, employees, group insurance carriers, and medical care providers.
- Maintain a variety of files and records.
- Provide accounting support to other departments as needed.
- Track of capital assets for year-end accounting.

- Complete forms required for compliance with federal, state, and local rules and regulations: to include, but not necessarily limited to W-2 & W-3, 1099 & 1096(annually).
- Process office supply orders.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate of arts degree in business, finance, public administration or related field with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, possess a valid California driver's license with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on the vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems.
- Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs.
- Ability to operate basic office equipment and be PC literate with software applications in use in the District.
- Ability to utilize other job-related software programs.
- Ability to be self-motivated, work independently, and manage time well.
- Ability to multitask to handle competing priorities and demands.
- Ability to keep accurate records and prepare detailed reports.
- Ability to communicate effectively with the public, organization, employees, user groups, and community leaders in oral and written form.
- Ability to abide by the District's policies regarding Standards of Conduct and Confidentiality.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.

- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Administrative Analyst
Department: Administration
Reports To: Admin/Park/Rec Services Manager
FLSA Status: Exempt (PTYR Non-Exempt)

Category: Management
Prepared Date: July 7, 2021
Approved by: Board of Directors
Approved Date: July 7, 2021

SUMMARY: Under general supervision, performs a variety of complex and responsible administrative duties in the areas of budgeting for park maintenance and facilities, capital project scheduling and coordination, emergency response planning; liaison and staff support to community groups; conducts analytical studies and prepares reports of special projects in accordance with District policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs additional duties as assigned.

- Serves as Clerk of the Board, attends District Board, subcommittee and other governmental meetings. Prepares, monitors, distributes or publishes administrative records such as Board Resolutions and Ordinances (Board of Directors' Agenda, Board of Directors' Minutes, Agenda Items, etc.) to Board members, District divisions and the public. Assist in the preparation and delivery of the monthly board packets.
- Independently responds to public records requests, complaints, information requests, letters, and general correspondence related to District policy and/or procedures, and public records requests to general public, outside agencies and District staff.
- Conducts administrative and/or management studies relating to the activities and operation of the assigned department, office or program area; conducts surveys, research, and statistical analysis on administrative, fiscal and operational issues.
- Establishes lease agreements with cellular communication and/or other companies and oversees facility installation on park property.
- Prepares requests for proposals, represents the District to contractors and vendors, analyzes bid results and makes recommendations for contractual services.
- Independently responds to letters and general correspondence of a routine nature.
- Reviews material upon completion for conformance to District requirements.
- Participates in coordinating special presentations and special events; prepares commendations, proclamations and certificates for District presentations; coordinates activities at meetings; coordinates special District events including groundbreakings; grand openings; and related events.
- Revise and develop fees; negotiate contracts; ensure compliance of department functions with pertinent laws, regulations and ordinances.
- Administer the risk management and insurance programs.
- Assists in reviewing and proofing, brochures and technical manuals and staff reports.
- Assist with the budget development process and budget monitoring activities; provides assistance in the development of assigned budget; collects and analyzes financial data; and review of division and/or assigned department operating, multi-year, capital improvement District budget documents.
- Write and prepare grants. Manage grant funds and track expenditures, including preparing required grant reports as well as review for accuracy and compliance.
- Oversee/prepare the Status report, public notices, and other similar communications.
- Must maintain the District's policies regarding Standards of Conduct and Confidentiality. Must maintain the same in all matters, which any reasonable person would assume, deserves such treatment.
- Insure the application of and compliance with established District Policies and Procedures.
- Observes safety and security procedures; determines appropriate action beyond guidelines; reports potentially unsafe conditions; uses equipment and materials properly.
- Establish and maintain an open and effective system of communication throughout the organization.
- Perform related duties as assigned.



Pleasant Valley Recreation and Park District Job Description

- Act as liaison with the County of Ventura: Elections Division, County Clerk & Records, Assessor's Office, Board of Supervisor's Office and Auditor's Office; and remind Board/staff to file Conflict of Interest Form 700 online and update every two years the AB1234 training.
- Administer AB1234 training and sexual harassment training for Board
- May be required to supervise, train, and monitor Customer Service Representatives, office volunteers, temporary employees, contractors, or sub-contractors.
- Participates either as a board member or District Liaison to the Foundation for Pleasant Valley Recreation and Parks board. May be elected or assigned administrative duties from the District's Foundation.
- Manage District's IT Contract

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Working to considerable knowledge of: principles and techniques of administrative and fiscal analysis, organization and staffing, public relations and personnel or benefits administration.
- Working to considerable ability to: prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public and outside contractors.
- Thorough knowledge of: current records technology, State code, District ordinances, and regulations governing the transcription, maintenance and disposition of official records.
- Thorough skills to: use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in Business, Finance, Communications, Public Administration, Park Administration or related field with minimum of four (4) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

- Desired but not required certification.
- Microsoft 365 Fundamental Certification

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

ADMINISTRATIVE ANALYST

Department: Administration

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

~~Under general supervision, performs a variety of complex and responsible administrative duties in the areas of budgeting for park maintenance and facilities, capital project scheduling and coordination, emergency response planning; liaison and staff support to community groups; conducts analytical studies and prepares reports of special projects in accordance with District policies and procedures.~~ Under general supervision, performs a variety of complex and responsible administrative and management duties to the executive leadership team and Board of Directors. This position is responsible for work in the areas of budgeting, ~~for park maintenance and facilities~~ information technology, capital project scheduling and coordination, emergency response planning, conducts analytical studies, and prepares reports of special projects in accordance with District policies and procedures; acts as liaison and staff support to community groups.

ESSENTIAL JOB FUNCTIONS

- ~~May S~~erves as Clerk of the Board;
- ~~Attends~~ District Board, subcommittee, and other governmental meetings.
- Prepares, monitors, distributes, or publishes administrative records such as Board Resolutions and Ordinances (Board of Directors' Agenda, Board of Directors' Minutes, Agenda Items, etc.) to Board members, District divisions and the public. Assist in the preparation and delivery of the monthly board packets.
- Independently responds to public records requests, complaints, information requests, letters, and general correspondence related to District policy and/or procedures, and public records requests to general public, outside ~~agencies~~ agencies, and District staff.

- Conducts administrative and/or management studies relating to the activities and operation of the assigned department, office, or program area; conducts surveys, research, and statistical analysis on administrative, fiscal, and operational issues.
- Establishes lease agreements with cellular communication and/or other companies and oversees facility installation on park property.
- Prepares requests for proposals, represents the District to contractors and vendors, analyzes bid results and makes recommendations for contractual services.
- Oversee, plan, and implement projects and programs of strategy and long-range goals for the District.
- Independently responds to letters and general correspondence of a routine nature.
- Reviews material upon completion for conformance to District requirements.
- Participates in coordinating special presentations and special events; prepares commendations, proclamations, and certificates for District presentations; coordinates activities at meetings; coordinates special District events including groundbreakings, grand openings, and related events.
- Revise and develop fees; negotiate contracts; ensure compliance of department functions with pertinent laws, regulations, and ordinances.
- Administer the risk management and insurance programs.
- Assists in reviewing and proofing of brochures, and technical manuals, and staff reports.
- Deliver presentations to the Board of Directors at board and committee meetings.
- Assist with the budget development process and budget monitoring activities; provides assistance in the development of assigned budget; collects and analyzes financial data; and review of division and/or assigned department operating, multi-year, capital improvement District budget documents.
- Write and prepare grants. Manage grant funds and track expenditures, including preparing required grant reports as well as review for accuracy and compliance.
- Oversee/prepare the Status report, public notices, and other similar communications.
- Must maintain the District's policies regarding Standards of Conduct and Confidentiality.
- Ensure the application of and compliance with established District Policies and Procedures.
- Observe safety and security procedures; determines appropriate action beyond guidelines; reports potentially unsafe conditions; uses equipment and materials properly.
- Establish and maintain an open and effective system of communication throughout the organization.
- Act as liaison with the County of Ventura: Elections Division, County Clerk & Records, Assessor's Office, Board of Supervisor's Office, and Auditor's Office; and remind staff to file Conflict of Interest Form 700 online and update every two years the AB1234 training.
- May be required to supervise, train, and monitor Customer Service Representatives, office volunteers, temporary employees, contractors, or sub-contractors.
- ~~Participates either as a board member or District Liaison to the Foundation for Pleasant Valley Recreation and Parks board. May be elected or assigned administrative duties from the District's Foundation.~~

Updated: 10/9/2023

- Oversee grants including research, proposal writing, and reporting requirements.
- Performs other related duties as assigned.

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QUALIFICATIONS

Education and Experience:

Bachelor's Degree in Business Bachelor's degree in business, finance, communications, public aAdministration, park aAdministration or related field with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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Knowledge, Skills, and Abilities:

- ~~Working to considerable~~ Knowledge of: principles and techniques of administrative and fiscal analysis, organization and staffing, public relations and personnel or benefits administration.
- Knowledge of current records technology, State code, District ordinances, and regulations governing the transcription, maintenance, and disposition of official records.
- Skills to use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.
- ~~Working to considerable~~ Ability to: prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public, and outside contractors.
- ~~Thorough knowledge of:~~ current records technology, State code, District ordinances, and regulations governing the transcription, maintenance and disposition of official records.
- ~~Thorough skills to:~~ use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.

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- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

ADMINISTRATIVE ANALYST

Department: Administration

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

Under general supervision, performs a variety of complex and responsible administrative and management duties to the executive leadership team and Board of Directors. This position is responsible for work in the areas of budgeting, information technology, capital project scheduling and coordination, emergency response planning, conducts analytical studies, and prepares reports of special projects in accordance with District policies and procedures; acts as liaison and staff support to community groups.

ESSENTIAL JOB FUNCTIONS

- May serve as Clerk of the Board
- Attend District Board, subcommittee, and other governmental meetings.
- Prepare, monitor, distribute, or publish administrative records such as Board Resolutions and Ordinances (Board of Directors' Agenda, Board of Directors' Minutes, Agenda Items, etc.) to Board members, District divisions and the public. Assist in the preparation and delivery of the monthly board packets.
- Independently respond to public records requests, complaints, information requests, letters, and general correspondence related to District policy and/or procedures, and public records requests to general public, outside agencies, and District staff.
- Conduct administrative and/or management studies relating to the activities and operation of the assigned department, office, or program area; conduct surveys, research, and statistical analysis on administrative, fiscal, and operational issues.
- Establish lease agreements with cellular communication and/or other companies and oversee facility installation on park property.
- Prepare requests for proposals, represent the District to contractors and vendors, analyze bid results and make recommendations for contractual services.

- Oversee, plan, and implement projects and programs of strategy and long-range goals for the District.
- Independently respond to letters and general correspondence of a routine nature.
- Review material upon completion for conformance to District requirements.
- Participate in coordinating special presentations and special events; prepare commendations, proclamations, and certificates for District presentations; coordinate activities at meetings; coordinate special District events including groundbreaking, grand openings, and related events.
- Revise and develop fees; negotiate contracts; ensure compliance of department functions with pertinent laws, regulations, and ordinances.
- Administer the risk management and insurance programs.
- Assist in reviewing and proofing brochures, technical manuals, and staff reports.
- Deliver presentations to the Board of Directors at board and committee meetings,
- Assist with the budget development process and budget monitoring activities; provide assistance in the development of assigned budget; collect and analyze financial data; and review of division and/or assigned department operating, multi-year, capital improvement District budget documents.
- Write and prepare grants. Manage grant funds and track expenditures, including preparing required grant reports as well as review for accuracy and compliance.
- Oversee/prepare the Status report, public notices, and other similar communications.
- Must maintain the District's policies regarding Standards of Conduct and Confidentiality.
- Ensure the application of and compliance with established District Policies and Procedures.
- Observe safety and security procedures; determine appropriate action beyond guidelines; report potentially unsafe conditions; use equipment and materials properly.
- Establish and maintain an open and effective system of communication throughout the organization.
- Act as liaison with the County of Ventura: Elections Division, County Clerk & Records, Assessor's Office, Board of Supervisor's Office, and Auditor's Office; and remind staff to file Conflict of Interest Form 700 online and update every two years the AB1234 training.
- May be required to supervise, train, and monitor Customer Service Representatives, office volunteers, temporary employees, contractors, or sub-contractors.
- Oversee grants including research, proposal writing, and reporting requirements.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in business, finance, communications, public administration, park administration or related field with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of principles and techniques of administrative and fiscal analysis, organization and staffing, public relations and personnel or benefits administration.
- Knowledge of current records technology, State code, District ordinances, and regulations governing the transcription, maintenance, and disposition of official records.
- Skills to use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.
- Ability to prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public, and outside contractors.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Administrative Services Manager
Department: Administration
Reports To: General Manager
FLSA Status: Exempt

Category: Management
Prepared Date: April 2015
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Supervise the delivery of all customer service activities for the District. Responsibilities entail accountability based on efficiency, productivity, and quality of activities performed by the Administration and Finance staff. Responsible for District Contracts, Human Resources, Financial, and Board of Directors document files. Monitor and approve work schedules of Administrative and Finance staff. Provide written and oral reports to the General Manager and the Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs additional duties as assigned.

- Supervise the administrative functions of the District by selecting, overseeing and evaluating various administrative employees.
- Prepare new budget files for District, communicate expectations, provide budget restrictions, review draft budgets, make recommendations, monitor budget appropriations throughout the year, prepare Administration Division budget, present budget amendments for Board approval, schedule budget workshops, and help prepare annual District Budget and related charts.
- Provide District Financials to staff and the Board of Directors on a monthly basis and report on the investment portfolio of the District on a quarterly basis.
- Review the risk management and insurance programs, administers investment and cash flow management programs, including District petty cash fund.
- Supervise accounting, accounts payable, payroll operations, purchasing, maintaining general ledger, protects financial security by following internal accounting controls and reports employee counts to the US Department of Labor on a monthly basis.
- Complete Forms: W-2, W-3, 1099 & 1096(Annually), EDD DE-6(Quarterly) and DE34(Monthly).
- Administer part time employee 457 pension plan.
- Maintain Amortization and Prepaid Schedules.
- Research funding for capital improvement planning and new recreational facilities, manage capital funding, track expenditures and review grant reports for accuracy.
- Analyze and recommend changes in fiscal policies and present to the Board of Directors for adoption.
- Coordinate and assist independent Auditors during the annual audit and throughout the year.
- Complete the annual CAPRI Worker's Compensation Questionnaire.
- File the Compensation Report with the State Controller's Office on an annual basis.
- Apply for reimbursement from the State for the Open Meeting Act/Brown Act Reform Program 219.
- Supervise the preparation and delivery of the monthly board meeting packets, attend board meetings, prepare and present staff reports and other necessary correspondence, represent the division on various board committees, and maintain the Master Work program.
- Oversee and make recommendations regarding District management information systems and computer hardware and software needs.
- Coordinate the District's business management functions, acting as liaison with Board members, co-workers, supervisors, other governmental agencies, elected and appointed officials, community groups and the public-at-large.
- Attend and participate in professional group meetings and conferences to stay abreast of new trends and innovations in the field of Finance and work close with other government agencies.
- Implement and maintain ongoing training programs to enhance individual development in customer service, program knowledge, interpersonal and technical skills.
- Establish and maintain an open and effective system of communication throughout the District.



Pleasant Valley Recreation and Park District Job Description

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

- Thorough knowledge of: generally accepted accounting principles, practices and standards; financial and operational auditing standards and techniques; policy and procedure development techniques; principles and practices of supervision, management; and public administration; project management techniques; the application of automated systems for financial reporting and accounting/auditing purposes; principles of cost/benefit analysis; fiscal monitoring and control mechanisms; budgeting methods and techniques; rules and regulations that apply to government accounting/auditing practices, procedures and standards.
- Ability to: plan, organize, supervise the work of professional and technical fiscal staff; analyze and evaluate administrative and abstract accounting/auditing concepts and procedures; devise new or revised policies and procedures to adapt to internal and external policy changes or legal mandates; manage the production of various comprehensive reports; make public presentations; exercise sound judgment in sensitive situations, and establish and maintain effective working relationships with others.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in Business, Finance, Communications, Public Administration or related field with minimum of four (4) years of progressive experience, including four (4) years of supervisory and administrative responsibility, or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

ADMINISTRATIVE SERVICES MANAGER

Department: Administration

Pay Grade: F112

FLSA Status: Exempt

JOB SUMMARY

Supervise the ~~delivery of~~ all customer service activities for the District. Collect information for accident reports, work with auditors on annual audit reports, review all financial information from all departments, maintain list of capital assets, and other duties as needed.

Responsibilities ~~entail include~~

accountability based on efficiency, productivity, and quality of activities performed by the Administration and Finance staff. Responsible for District Contracts, Human Resources, Financial, and Board of Directors document files. Monitor and approve work schedules of Administrative and Finance staff. Provide written and oral reports to the General Manager and the Board of Directors.

ESSENTIAL JOB FUNCTIONS

- Supervise the administrative functions of the District by selecting, overseeing, and evaluating various administrative employees.
- Prepare new budget files for District, communicate expectations, provide budget restrictions, review draft budgets, make recommendations, monitor budget appropriations throughout the year, prepare Administration Division budget, present budget amendments for Board approval, schedule budget workshops, and help prepare annual District Budget and related charts.
- Ensure all documents are prepared and submitted to the appropriate external agencies in a timely manner.
- Provide District Financials to staff and the Board of Directors on a monthly basis and report on the investment portfolio of the District on a quarterly basis.
- Review the risk management and insurance programs, administers investment and cash flow management programs, including District petty cash fund.

- Supervise accounting, accounts payable, payroll operations, and purchasing; maintain~~ing~~ general ledger, protect~~s~~ financial security by following internal accounting controls, and report~~s~~ employee counts to the US Department of Labor on a monthly basis.
- Ensure compliance with Generally Accepted Accounting Principles (GAAP).
- Complete Forms: W-2, W-3, 1099 & 1096(Annually), EDD DE-6(Quarterly) and DE34(Monthly).
- Administer part time employee 457 pension plan.
- Maintain Amortization and Prepaid Schedules.
- Research funding for capital improvement planning and new recreational facilities, manage capital funding, track expenditures and review grant reports for accuracy.
- Analyze and recommend changes in fiscal policies and present to the Board of Directors for adoption.
- Coordinate and assist independent aAuditors during the annual audit and throughout the year.
- Complete the annual CAPRI Worker's Compensation Questionnaire.
- File the Compensation Report with the State Controller's Office on an annual basis.
- Apply for reimbursement from the State for the Open Meeting Act/Brown Act Reform Program 219.
- Supervise the preparation and delivery of the monthly board meeting packets, attend board meetings, prepare, and present staff reports and other necessary correspondence, represent the division on various board committees, and maintain the Master Work program.
- Oversee and make recommendations regarding District management information systems and computer hardware and software needs.
- Coordinate the District's business management functions, acting as liaison with Board members, coworkers, supervisors, other governmental agencies, elected and appointed officials, community groups, and the public-at-large.
- Attend and participate in professional group meetings and conferences to stay abreast of new trends and innovations in the field of Finance and work ~~close~~ closely with other government agencies.
- Implement and maintain ongoing training programs to enhance individual development in customer service, program knowledge, interpersonal and technical skills.
- Establish and maintain an open and effective system of communication throughout the District.
- Perform~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's ~~d~~Degree in ~~b~~Business, ~~f~~Finance, ~~c~~Communications, ~~p~~Public ~~a~~Administration or related field with minimum of four (4) years of progressive experience ~~in, including four (4) years of~~ supervisory and administrative responsibility, or equivalent combination of education and experience.

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Commented [JK2R1]: That's what I remember.

Updated: 10/2023

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, ~~and~~ possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of: generally accepted accounting principles, practices and standards; financial and operational auditing standards and techniques; policy and procedure development techniques; principles and practices of supervision, management; and public administration; project management techniques; the application of automated systems for financial reporting and accounting/auditing purposes; principles of cost/benefit analysis; fiscal monitoring and control mechanisms; budgeting methods and techniques; rules and regulations that apply to government accounting/auditing practices, procedures and standards.
- -Ability to: plan, organize, supervise the work of professional and technical fiscal staff; analyze and evaluate administrative and abstract accounting/auditing concepts and procedures; devise new or revised policies and procedures to adapt to internal and external policy changes or legal mandates; manage the production of various comprehensive reports; make public presentations; exercise sound judgment in sensitive situations, and establish and maintain effective working relationships with others.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- ~~Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.~~
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

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WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~temperature-controlled office environment subject to

typical office noise. The positions will mostly be in a ~~fast-paced~~fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

ADMINISTRATIVE SERVICES MANAGER

Department: Administration

Pay Grade: F112

FLSA Status: Exempt

JOB SUMMARY

Supervise the all-customer service activities for the District. Collect information for accident reports, work with auditors on annual audit reports, review all financial information from all departments, maintain list of capital assets, and other duties as needed. Responsibilities include accountability based on efficiency, productivity, and quality of activities performed by the Administration and Finance staff. Responsible for District Contracts, Human Resources, Financial, and Board of Directors document files. Monitor and approve work schedules of Administrative and Finance staff. Provide written and oral reports to the General Manager and the Board of Directors.

ESSENTIAL JOB FUNCTIONS

- Supervise the administrative functions of the District by selecting, overseeing, and evaluating various administrative employees.
- Prepare new budget files for District, communicate expectations, provide budget restrictions, review draft budgets, make recommendations, monitor budget appropriations throughout the year, prepare Administration Division budget, present budget amendments for Board approval, schedule budget workshops, and help prepare annual District Budget and related charts.
- Ensure all documents are prepared and submitted to the appropriate external agencies in a timely manner.
- Provide District Financials to staff and the Board of Directors on a monthly basis and report on the investment portfolio of the District on a quarterly basis.
- Review the risk management and insurance programs, administers investment and cash flow management programs, including District petty cash fund.

- Supervise accounting, accounts payable, payroll operations, and purchasing; maintain general ledger, protect financial security by following internal accounting controls, and report employee counts to the US Department of Labor on a monthly basis.
- Ensure compliance with Generally Accepted Accounting Principles (GAAP).
- Complete Forms: W-2, W-3, 1099 & 1096(Annually), EDD DE-6(Quarterly) and DE34(Monthly).
- Administer part time employee 457 pension plan.
- Maintain Amortization and Prepaid Schedules.
- Research funding for capital improvement planning and new recreational facilities, manage capital funding, track expenditures and review grant reports for accuracy.
- Analyze and recommend changes in fiscal policies and present to the Board of Directors for adoption.
- Coordinate and assist independent auditors during the annual audit and throughout the year.
- Complete the annual CAPRI Worker's Compensation Questionnaire.
- File the Compensation Report with the State Controller's Office on an annual basis.
- Apply for reimbursement from the State for the Open Meeting Act/Brown Act Reform Program 219.
- Supervise the preparation and delivery of the monthly board meeting packets, attend board meetings, prepare, and present staff reports and other necessary correspondence, represent the division on various board committees, and maintain the Master Work program.
- Oversee and make recommendations regarding District management information systems and computer hardware and software needs.
- Coordinate the District's business management functions, acting as liaison with Board members, coworkers, supervisors, other governmental agencies, elected and appointed officials, community groups, and the public-at-large.
- Attend and participate in professional group meetings and conferences to stay abreast of new trends and innovations in the field of Finance and work closely with other government agencies.
- Implement and maintain ongoing training programs to enhance individual development in customer service, program knowledge, interpersonal and technical skills.
- Establish and maintain an open and effective system of communication throughout the District.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in business, finance, communications, public administration or related field with minimum of four (4) years of progressive experience in supervisory and administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of: generally accepted accounting principles, practices and standards; financial and operational auditing standards and techniques; policy and procedure development techniques; principles and practices of supervision, management; and public administration; project management techniques; the application of automated systems for financial reporting and accounting/auditing purposes; principles of cost/benefit analysis; fiscal monitoring and control mechanisms; budgeting methods and techniques; rules and regulations that apply to government accounting/auditing practices, procedures and standards.
- Ability to: plan, organize, supervise the work of professional and technical fiscal staff; analyze and evaluate administrative and abstract accounting/auditing concepts and procedures; devise new or revised policies and procedures to adapt to internal and external policy changes or legal mandates; manage the production of various comprehensive reports; make public presentations; exercise sound judgment in sensitive situations, and establish and maintain effective working relationships with others.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Customer Service Representative I/II
Department: Various
Reports To: Various
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: June 2009
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Under general supervision, performs a variety of routine to complex customer service functions including providing information; researching problems; processing reservations, registrations and fees; receiving payments and issuing applicable permits; by telephone, online and in person; acts as liaison between customers and staff; performs a variety of routine clerical support duties; and performs related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Perform other duties as assigned.

- Use of cash register in day-to-day operations and accurately reconcile daily cash register report.
- Verify daily transactions, receipts, checks, and cash in preparation of daily bank deposit.
- Provide customer service by serving as the first point of contact; and is responsible for determining the customer's needs and providing appropriate information or directing customers to the appropriate area/individual for further assistance; respond to various questions and inquiries regarding District services, classes, parks and facilities; research and resolve problems in response to customer and staff requests.
- Accurately complete all necessary reservation/registration forms, receipts, permits, insurance, and credits with appropriate cash, credit card, or check transactions and enter these transactions into the reservation/registration program with the appropriate forms for accounting.
- May assist staff with the processing of public record requests.
- Perform a variety of general administrative and clerical duties in support of the Division and sort and process incoming and outgoing correspondence; maintain office supplies; prepare correspondence and other written materials including typing, copying and faxing information as requested.
- Prepare weekly schedule and report for all weekly District facility usage and prepare monthly report of facility usage.
- Create and maintain a variety of logs and other records, including certificates of insurance; conduct research on returned mail; data entry of address and name changes.
- May be assigned to create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- May serve as back up to Payroll and Accounting.

OTHER SKILLS AND ABILITIES: Requires knowledge and use of standard and accepted office operations and clerical procedures, methods and practices; English usage, spelling, grammar, and punctuation; business letter writing techniques. Familiar with and use methods and techniques of outstanding customer service; methods and techniques of proper phone etiquette; office procedures, methods, and equipment.

CSR I is the journey level classification in this job series. Incumbents perform a variety of clerical duties requiring the application of specialized program knowledge in support of on-going operations and services.

CSR II is the advanced journey classification in this job series. Incumbents perform support duties requiring interpretation of rules and regulations and assessment of individual circumstances to determine appropriate course of action(s).

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



Pleasant Valley Recreation and Park District Job Description

- Thorough knowledge of: modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Considerable knowledge of: the operations, procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar and punctuation.
- Working skills: depending on assignment, incumbents may be required to demonstrate a certain prescribed proficiency in typing or equivalent word processing/data entry and/or note taking/transcribing dictation.
- Thorough ability to: perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another; establish and maintain cooperative working relationships; understand, follow and convey written and verbal directions.

EDUCATION and/or EXPERIENCE: Must have a high school diploma or general education degree (GED); and two (2) years (CSR I) or three (3) (CSR II) of experience gained within recent years, which involved direct customer service and operation of a personal computer and peripheral equipment; and requires one to two years' experience working with public and/or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

CUSTOMER SERVICE REPRESENTATIVE I

Department: Administration

Pay Grade: F101

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of routine to complex customer service functions including providing information; researching problems; processing reservations, registrations, and fees; receiving payments and issuing applicable permits; by telephone, online and in person; acts as liaison between customers and staff; performs a variety of routine clerical support duties; and performs related duties as required.

ESSENTIAL JOB FUNCTIONS

- Use of cash register in day-to-day operations and accurately reconcile daily cash register report.
- Verify daily transactions, receipts, checks, and cash in preparation of daily bank deposit.
- Provide customer service by serving as the first point of contact; and is responsible for determining the customer's needs and providing appropriate information or directing customers to the appropriate area/individual for further assistance; respond to various questions and inquiries regarding District services, classes, parks, and facilities; research and resolve problems in response to customer and staff requests.
- Accurately complete all necessary reservation/registration forms, receipts, permits, insurance, and credits with appropriate cash, credit card, or check transactions and enter these transactions into the reservation/registration program with the appropriate forms for accounting.
- May assist staff with the processing of public record requests.
- Perform a variety of general administrative and clerical duties in support of the Division and sort and process incoming and outgoing correspondence; maintain office supplies; prepare correspondence and other written materials including typing, copying, and faxing information as requested.

- Prepare weekly schedule and report for all weekly District facility usage and prepare monthly report of facility usage.
- Create and maintain a variety of logs and other records, including certificates of insurance; conduct research on returned mail; data entry of address and name changes.
- May be assigned to create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- May serve as back up to Payroll and Accounting.
- [May be required to participate in employee committees.](#)
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a high school diploma or general education degree (GED); and ~~one to two~~ (12) years of experience gained within recent years, which involved direct customer service and operation of a personal computer and peripheral equipment; and requires ~~one to two years'~~ experience working with public and/or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- ~~Thorough K~~knowledge of: modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- ~~Considerable K~~knowledge of: the operations, procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- ~~Working skills: depending on assignment, incumbents may be required to demonstrate~~Must be skilled in a certain prescribed proficiency in typing or equivalent word processing/data entry and/or note taking/transcribing dictation.
- ~~Thorough A~~ability to: perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another.
- ~~Ability to~~ establish and maintain cooperative working relationships.
- ~~Ability to~~ understand, follow, and convey written and verbal directions.

PHYSICAL DEMANDS

Updated: 10/2023

The work is categorized as light. Additionally, the following physical abilities are required:

- ~~Mobility:~~ Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

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WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~temperature-controlled office environment subject to typical office noise. The positions will mostly be in a ~~fast paced~~fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

CUSTOMER SERVICE REPRESENTATIVE I

Department: Administration

Pay Grade: F101

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of routine to complex customer service functions including providing information; researching problems; processing reservations, registrations, and fees; receiving payments and issuing applicable permits; by telephone, online and in person; acts as liaison between customers and staff; performs a variety of routine clerical support duties; and performs related duties as required.

ESSENTIAL JOB FUNCTIONS

- Use of cash register in day-to-day operations and accurately reconcile daily cash register report.
- Verify daily transactions, receipts, checks, and cash in preparation of daily bank deposit.
- Provide customer service by serving as the first point of contact; and is responsible for determining the customer's needs and providing appropriate information or directing customers to the appropriate area/individual for further assistance; respond to various questions and inquiries regarding District services, classes, parks, and facilities; research and resolve problems in response to customer and staff requests.
- Accurately complete all necessary reservation/registration forms, receipts, permits, insurance, and credits with appropriate cash, credit card, or check transactions and enter these transactions into the reservation/registration program with the appropriate forms for accounting.
- May assist staff with the processing of public record requests.
- Perform a variety of general administrative and clerical duties in support of the Division and sort and process incoming and outgoing correspondence; maintain office supplies; prepare correspondence and other written materials including typing, copying, and faxing information as requested.

- Prepare weekly schedule and report for all weekly District facility usage and prepare monthly report of facility usage.
- Create and maintain a variety of logs and other records, including certificates of insurance; conduct research on returned mail; data entry of address and name changes.
- May be assigned to create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- May serve as back up to Payroll and Accounting.
- May be required to participate in employee committees.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a high school diploma or general education degree (GED) and one (1) year of experience gained within recent years, which involved direct customer service and operation of a personal computer and peripheral equipment and requires experience working with public and/or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Knowledge of the operations, procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- Must be skilled in a certain prescribed proficiency in typing or equivalent word processing/data entry and/or note taking/transcribing dictation.
- Ability to perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another.
- Ability to establish and maintain cooperative working relationships.
- Ability to understand, follow, and convey written and verbal directions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Customer Service Representative I/II
Department: Various
Reports To: Various
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: June 2009
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Under general supervision, performs a variety of routine to complex customer service functions including providing information; researching problems; processing reservations, registrations and fees; receiving payments and issuing applicable permits; by telephone, online and in person; acts as liaison between customers and staff; performs a variety of routine clerical support duties; and performs related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Perform other duties as assigned.

- Use of cash register in day-to-day operations and accurately reconcile daily cash register report.
- Verify daily transactions, receipts, checks, and cash in preparation of daily bank deposit.
- Provide customer service by serving as the first point of contact; and is responsible for determining the customer's needs and providing appropriate information or directing customers to the appropriate area/individual for further assistance; respond to various questions and inquiries regarding District services, classes, parks and facilities; research and resolve problems in response to customer and staff requests.
- Accurately complete all necessary reservation/registration forms, receipts, permits, insurance, and credits with appropriate cash, credit card, or check transactions and enter these transactions into the reservation/registration program with the appropriate forms for accounting.
- May assist staff with the processing of public record requests.
- Perform a variety of general administrative and clerical duties in support of the Division and sort and process incoming and outgoing correspondence; maintain office supplies; prepare correspondence and other written materials including typing, copying and faxing information as requested.
- Prepare weekly schedule and report for all weekly District facility usage and prepare monthly report of facility usage.
- Create and maintain a variety of logs and other records, including certificates of insurance; conduct research on returned mail; data entry of address and name changes.
- May be assigned to create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- May serve as back up to Payroll and Accounting.

OTHER SKILLS AND ABILITIES: Requires knowledge and use of standard and accepted office operations and clerical procedures, methods and practices; English usage, spelling, grammar, and punctuation; business letter writing techniques. Familiar with and use methods and techniques of outstanding customer service; methods and techniques of proper phone etiquette; office procedures, methods, and equipment.

CSR I is the journey level classification in this job series. Incumbents perform a variety of clerical duties requiring the application of specialized program knowledge in support of on-going operations and services.

CSR II is the advanced journey classification in this job series. Incumbents perform support duties requiring interpretation of rules and regulations and assessment of individual circumstances to determine appropriate course of action(s).

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



Pleasant Valley Recreation and Park District Job Description

- Thorough knowledge of: modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Considerable knowledge of: the operations, procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar and punctuation.
- Working skills: depending on assignment, incumbents may be required to demonstrate a certain prescribed proficiency in typing or equivalent word processing/data entry and/or note taking/transcribing dictation.
- Thorough ability to: perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another; establish and maintain cooperative working relationships; understand, follow and convey written and verbal directions.

EDUCATION and/or EXPERIENCE: Must have a high school diploma or general education degree (GED); and two (2) years (CSR I) or three (3) (CSR II) of experience gained within recent years, which involved direct customer service and operation of a personal computer and peripheral equipment; and requires one to two years' experience working with public and/or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

CUSTOMER SERVICE REPRESENTATIVE II

Department: Administration

Pay Grade: F102

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of routine to complex customer service functions including providing information; researching problems; processing reservations, registrations, and fees; receiving payments and issuing applicable permits; by telephone, online and in person; acts as liaison between customers and staff; performs a variety of routine clerical support duties; and performs related duties as required.

ESSENTIAL JOB FUNCTIONS

- Use of cash register in day-to-day operations and accurately reconcile daily cash register report.
- Verify daily transactions, receipts, checks, and cash in preparation of daily bank deposit.
- Provide customer service by serving as the first point of contact; and is responsible for determining the customer's needs and providing appropriate information or directing customers to the appropriate area/individual for further assistance; respond to various questions and inquiries regarding District services, classes, parks, and facilities; research and resolve problems in response to customer and staff requests.
- Accurately complete all necessary facility reservation/class registration forms, receipts, permits, insurance, and credits with appropriate cash, credit card, or check transactions and enter these transactions into the reservation/registration program with the appropriate forms for accounting.
- May assist staff with the processing of public record requests.
- Perform a variety of general administrative and clerical duties in support of the Division and sort and process incoming and outgoing correspondence; maintain office supplies; prepare correspondence and other written materials including typing, copying, and faxing information as requested.

- Prepare weekly schedule and report for all weekly District facility usage and prepare monthly report of facility usage.
- Create and maintain a variety of logs and other records, including certificates of insurance; conduct research on returned mail; data entry of address and name changes.
- [Serve on the Safety Committee and the Customer Satisfaction Committee.](#)
- May be assigned to create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- [May serve on employee committees.](#)
- May serve as back up to Payroll and Accounting.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a high school diploma or general education degree (GED); and ~~two~~ **three (3)** ~~years (CSR II)~~ of experience gained within recent years, which involved direct customer service and operation of a personal computer and peripheral equipment; and requires one to two years ~~of~~ experience working with public and/or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- ~~Thorough~~ Knowledge of: modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- ~~Considerable~~ Knowledge of: the operations, procedures, and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- ~~Working skills: depending on assignment, incumbents may be required to demonstrate~~ Must be skilled in a certain prescribed proficiency in typing or equivalent word processing/data entry and/or note taking/transcribing dictation.
- ~~Thorough~~ Ability to: perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another.
- ~~Ability to e~~ Ability to establish and maintain cooperative working relationships.
- Ability to understand, follow and convey written and verbal directions.

PHYSICAL DEMANDS

The work is ~~categorized as light.~~ Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~ temperature-controlled office environment subject to typical office noise. The positions will mostly be in a ~~fast-paced~~ fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

CUSTOMER SERVICE REPRESENTATIVE II

Department: Administration

Pay Grade: F102

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of routine to complex customer service functions including providing information; researching problems; processing reservations, registrations, and fees; receiving payments and issuing applicable permits; by telephone, online and in person; acts as liaison between customers and staff; performs a variety of routine clerical support duties; and performs related duties as required.

ESSENTIAL JOB FUNCTIONS

- Use of cash register in day-to-day operations and accurately reconcile daily cash register report.
- Verify daily transactions, receipts, checks, and cash in preparation of daily bank deposit.
- Provide customer service by serving as the first point of contact; and is responsible for determining the customer's needs and providing appropriate information or directing customers to the appropriate area/individual for further assistance; respond to various questions and inquiries regarding District services, classes, parks, and facilities; research and resolve problems in response to customer and staff requests.
- Accurately complete all necessary facility reservation/class registration forms, receipts, permits, insurance, and credits with appropriate cash, credit card, or check transactions and enter these transactions into the reservation/registration program with the appropriate forms for accounting.
- May assist staff with the processing of public record requests.
- Perform a variety of general administrative and clerical duties in support of the Division and sort and process incoming and outgoing correspondence; maintain office supplies; prepare correspondence and other written materials including typing, copying, and faxing information as requested.

- Prepare weekly schedule and report for all weekly District facility usage and prepare monthly report of facility usage.
- Create and maintain a variety of logs and other records, including certificates of insurance; conduct research on returned mail; data entry of address and name changes.
- Serve on the Safety Committee and the Customer Satisfaction Committee.
- May be assigned to create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- May serve on employee committees.
- May serve as back up to Payroll and Accounting.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a high school diploma or general education degree (GED); and two (2) years of experience gained within recent years, which involved direct customer service and operation of a personal computer and peripheral equipment; and requires one to two years of experience working with public and/or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Knowledge of the operations, procedures, and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- Must be skilled in a certain prescribed proficiency in typing or equivalent word processing/data entry and/or note taking/transcribing dictation.
- Ability to perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another.
- Ability to establish and maintain cooperative working relationships.
- Ability to understand, follow and convey written and verbal directions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Customer Service Rep. - Lead Worker **Category:** Staff
Department: Administration **Prepared Date:** April 2015
Reports To: Administrative Services Manager **Approved by:** Board of Directors
FLSA Status: Non-Exempt **Approved Date:** July 1, 2015

SUMMARY: Under direction, plans, organizes and leads assigned clerical operations or support unit(s) which may involve highly technical and specialized (e.g., administrative, collections, accounting) journey or advanced journey level clerical work.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Perform other duties as assigned.

- Plans, organizes and reviews the work of a clerical staff; reviews work of staff to ensure adequacy and accuracy of documents and files processed through the department.
- Serve as Recording Secretary for Board of Directors and attend Board meetings as scheduled
- Create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- Assist with preparation of Board packets.
- Develops and implements internal program procedures and work methods; instructs staff on changes in procedure or policy that affect operation; conducts training and orientation of new clerical staff and ongoing training for all current clerical staff.
- Handles the more difficult and complex procedural problems; researches state law, and district policies to ensure compliance and prepares and processes documents as needed; responds to questions and special problems of the public or various departmental representatives or outside agencies.
- Maintains pertinent records and performs related work as required which may include typing, filing, preparing and mailing of correspondence, various documents, civil service matters and other employee relations matters.
- Maintains current knowledge of office computer systems and word processing software.
- May receive and resolve routine personnel matters and make recommendations to superiors on difficult and complex personnel matters.
- Will act as back-up Customer Service Representative and assist all clerical staff.
- Will be assigned additional clerical, technical, administrative and/or lead worker duties and responsibilities.
- Will assist with staffing needs and other program decisions.
- Will assist with the processing of public records requests.

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

- Thorough to comprehensive knowledge of: clerical/secretarial practices and procedures related to position assignment, including standard abbreviations and terminology; general office practices and procedures; record retention practices; clerical work methods and techniques.
- Working to considerable knowledge of: clerical/secretarial systems as applicable to position assignment; automated systems applicable to work assignment; plan, organize and direct the work of staff to meet varying workload demands and specific time requirements.
- Thorough to comprehensive ability to: perform and lead others involved in clerical/secretarial file processing, records maintenance and other specialized clerical work; apply rules policies and procedures; evaluate unusual situations and resolve them through the application of standard policies and procedures; develop and implement work methods and procedures; prepare documents and



Pleasant Valley Recreation and Park District Job Description

narrative statistical/program status reports; establish and maintain cooperative working relationships; communicate effectively both verbally and in writing; understand and follow written and verbal directions.

EDUCATION and/or EXPERIENCE: Must have a high school diploma or general education degree (GED); and four (4) years of experience gained within recent years, which involved direct customer service. Visibility of work requires attention to detail, excellent organizational skills, and discretion with confidential information.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

CUSTOMER SERVICE REPRESENTATIVE LEAD WORKER

Department: Administration

Pay Grade: F103

FLSA Status: Non-Exempt

JOB SUMMARY

Under direction, plans, organizes, and leads assigned clerical operations or support unit(s) which— may involve highly technical and specialized (e.g., administrative, collections, accounting) journey or advanced journey level clerical work. Supervises/Leads multiple Customer Service Representatives; acts as Recording Board Secretary for the District Board of Directors; member of the Employee Recognition Committee; and assists with Strategic Plan, Special Events, User Fee Study, and Ordinance Policy changes.

ESSENTIAL JOB FUNCTIONS

- Plans, organizes, and reviews the work of a clerical staff; reviews work of staff to ensure adequacy and accuracy of documents and files processed through the department.
- Serve as Recording Secretary for Board of Directors and attend Board meetings as scheduled.
- Create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- Assist with preparation of Board packets.
- Develops and implements internal program procedures and work methods; instructs staff on changes in procedure or policy that affect operation; conducts training and orientation of new clerical staff and ongoing training for all current clerical staff.
- Handles the more difficult and complex procedural problems; researches state law, and district policies to ensure compliance; ~~and~~ prepares and processes documents as needed; responds to questions and special problems of the public or various departmental representatives or outside agencies.
- Administration of continued reservations, park rental reservations and class registrations.

- Maintains pertinent records and performs related work as required which may include typing, filing, preparing, and mailing of correspondence, various documents, civil service matters and other employee relations matters.
- Maintains current knowledge of office computer systems and word processing software.
- May receive and resolve routine personnel matters and make recommendations to superiors on difficult and complex personnel matters.
- Will act as back-up Customer Service Representative and assist all clerical staff.
- Will be assigned additional clerical, technical, administrative and/or lead worker duties and responsibilities.
- Will assist with staffing needs and other program decisions.
- Will assist with the processing of public records requests.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a high school diploma or general education degree (GED); and four (4) years of experience gained within recent years, which involved direct customer service. ~~Visibility of work requires attention to detail, excellent organizational skills, and discretion with confidential information.~~

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- ~~Thorough to comprehensive~~ Knowledge of: clerical/secretarial practices and procedures related to position assignment, including standard abbreviations and terminology; general office practices and procedures; record retention practices; clerical work methods and techniques.
- ~~Working to considerable~~ Knowledge of: clerical/secretarial systems as applicable to position assignment; automated systems applicable to work assignment; plan, organize and direct the work of staff to meet varying workload demands and specific time requirements.
- Skills in ~~Visibility of work requires attention to detail, excellent organizational skills, and discretion with confidential information.~~
- ~~Thorough to comprehensive~~ Ability to: perform and lead others involved in clerical/secretarial file processing, records maintenance, and other specialized clerical work; apply rules policies and procedures; evaluate unusual situations and resolve them through the application of standard policies and procedures; develop and implement

work methods and procedures; prepare documents and narrative statistical/program status reports.

- Ability to; establish and maintain cooperative working relationships; ; communicate effectively both verbally and in writing.
- Ability to; understand and follow written and verbal directions.

PHYSICAL DEMANDS

The work is categorized as light. _____ Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~temperature-controlled office environment subject to typical office noise. The positions will mostly be in a ~~fast paced~~fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

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CUSTOMER SERVICE REPRESENTATIVE LEAD WORKER

Department: Administration

Pay Grade: F103

FLSA Status: Non-Exempt

JOB SUMMARY

Under direction, plans, organizes, and leads assigned clerical operations or support unit(s) which may involve highly technical and specialized (e.g., administrative, collections, accounting) journey or advanced journey level clerical work. Leads multiple Customer Service Representatives; acts as Recording Board Secretary for the District Board of Directors.

ESSENTIAL JOB FUNCTIONS

- Plan, organize, and review the work of a clerical staff; review work of staff to ensure adequacy and accuracy of documents and files processed through the department.
- Serve as Recording Secretary for Board of Directors and attend Board meetings as scheduled.
- Create, transcribe, and distribute meeting agendas and minutes, maintain paper copy and electronic copies on the District IT server and website.
- Assist with preparation of Board packets.
- Develop and implement internal program procedures and work methods; instruct staff on changes in procedure or policy that affect operation; conduct training and orientation of new clerical staff and ongoing training for all current clerical staff.
- Handle the more difficult and complex procedural problems; research state law, and district policies to ensure compliance; prepare and process documents as needed; respond to questions and special problems of the public or various departmental representatives or outside agencies.
- Administration of continued reservations, park rental reservations and class registrations.

- Maintain pertinent records and perform related work as required which may include typing, filing, preparing, and mailing of correspondence, various documents, civil service matters and other employee relations matters.
- Maintain current knowledge of office computer systems and word processing software.
- May receive and resolve routine personnel matters and make recommendations to superiors on difficult and complex personnel matters.
- Will act as back-up Customer Service Representative and assist all clerical staff.
- Will be assigned additional clerical, technical, administrative and/or lead worker duties and responsibilities.
- Will assist with staffing needs and other program decisions.
- Will assist with the processing of public records requests.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a high school diploma or general education degree (GED); and four (4) years of experience gained within recent years, which involved direct customer service.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of clerical/secretarial practices and procedures related to position assignment, including standard abbreviations and terminology; general office practices and procedures; record retention practices; clerical work methods and techniques.
- Knowledge of clerical/secretarial systems as applicable to position assignment; automated systems applicable to work assignment; plan, organize and direct the work of staff to meet varying workload demands and specific time requirements.
- Skills in attention to detail, excellent organizational skills, and discretion with confidential information.
- Ability to perform and lead others involved in clerical/secretarial file processing, records maintenance, and other specialized clerical work; apply rules policies and procedures; evaluate unusual situations and resolve them through the application of standard policies and procedures; develop and implement work methods and procedures; prepare documents and narrative statistical/program status reports.
- Ability to establish and maintain cooperative working relationships; communicate effectively both verbally and in writing.
- Ability to understand and follow written and verbal directions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

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Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: General Manager
Department: Administration
Reports To: Board of Directors
FLSA Status: Exempt

Category: Management
Prepared Date: April 2016
Approved by: Board of Directors
Approved Date: May 4, 2016

SUMMARY: The Pleasant Valley Recreation and Park District is seeking an enthusiastic, creative and experienced individual with strong managerial, financial and communication skills. Position requires a highly motivated professional with strong interpersonal, organizational and coordination skills with the ability to use time and resources efficiently as well as possessing leadership skills to motivate staff and participants. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, along with the ability to project and implement long-range planning.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Administers the District's parks and Recreation programs.
- Directs through subordinates the planning, scheduling, and coordination of all District activities.
- Develops, implements and maintains strategic, fiscal and capital improvement plans for the District.
- Prepares and monitors budgets and prepares special reports as required.
- Formulates and interprets policy and procedures for Board review and approval.
- Coordinates the activities of the District with those of other public and private jurisdictions.
- Develops policies, procedures and priorities to meet established goals and objectives, as set by the Board of Directors.

OTHER DUTIES AND RESPONSIBILITIES:

- Performs other related duties as directed by the Board.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION/EXPERIENCE: Bachelor's Degree in Park Management, Public Administration, or a closely related field; (10) years of increasingly responsible experience in management with a special district recreation and park agency and/or public agency which has included supervisory and administrative responsibilities.

COMMUNICATION SKILLS: Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Boards of Directors, other agencies and the public.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.



Pleasant Valley Recreation and Park District Job Description

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

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GENERAL MANAGER

Department: Administration

Pay Grade: F114

FLSA Status: Exempt

JOB SUMMARY

General Manager serves as the chief executive officer with overall responsibility for the implementation, direction and leadership of the operations and maintenance of the parks, trails, facilities and recreation, and educational programs. The Pleasant Valley Recreation and Park District is seeking an enthusiastic, creative and experienced individual with strong managerial, financial and communication skills. Position requires a highly motivated professional with strong interpersonal, organizational and coordination skills with the ability to use time and resources efficiently as well as possessing leadership skills to motivate staff and participants. Serves as the ex-officio Clerk of the Board of Directors. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, along with the ability to project and implement long range planning.

ESSENTIAL JOB FUNCTIONS

- Administers the District's Parks and Recreation programs; provide guidance and direction to department managers to design and implement programs and projects.
- Directs through subordinates the planning, scheduling, and coordination of all District activities.
- Coordinate and evaluate the work of the District in accordance with applicable laws, ordinances, and regulations; submit recommendations for change to the Board of Directors, implement policy and procedural changes as required.
- Develops, implements and maintains strategic, fiscal and capital improvement plans for the District.
- Prepares and monitors budgets and prepares special reports as required.
- Formulates and interprets policy and procedures for Board review and approval.

- Coordinates the activities of the District with ~~those of~~ other public and private jurisdictions.
- Develops policies, procedures, and priorities to meet established goals and objectives, as set by the Board of Directors.
- ~~Ability to~~ Interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, ~~s, along with the ability to~~ project and implement long-range planning.
- ~~Direct and oversee all District contracted services and procurement commitments; negotiate and prepare contracts and agreements; enforce contract provisions.~~
- ~~Supervise the preparation of Board agendas, minutes, reports, and other records; ensure that all documents for the Board and Committee meetings are produced accurately, and in a timely manner, to facilitate Board~~ ~~decision-making~~ ~~decision-making;~~ ~~direct the management of District records and coordinate requests for public records.~~
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's ~~d~~egree in ~~p~~ark ~~m~~anagement, ~~p~~ublic ~~a~~administration, or a closely related field; ~~(10) Eight (8)~~ years of increasingly responsible experience in management with a special district recreation and park agency and/or public agency which has included supervisory and administrative responsibilities.

Commented [MO1]: Thought we talked about BA, with 8 yrs increasing respsonisibilities?

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- ~~Knowledge of principles and techniques of administrative and fiscal analysis, organization, and staffing.~~
- ~~Skills to operate basic office equipment and be PC literate with software applications in use at the District.~~
- ~~Ability to prepare a variety of reports and recommendations, communicate orally and in writing.~~
- ~~Ability to establish and maintain effective working relationships with co-workers, the general public, and outside contractors, and Board of Directors.~~
- ~~Ability to read, analyze and interpret the most complex documents.~~
- ~~Ability to respond effectively to the most sensitive inquiries or complaints.~~

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- Ability to write speeches and articles using original or innovative techniques.
- Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Boards of Directors, other agencies, and the public.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.

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PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
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WORK ENVIRONMENT

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Employee Signature

Date

Supervisor (or HR) Signature

Date

Updated: 10/2023

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

GENERAL MANAGER

Department: Administration

Pay Grade: F114

FLSA Status: Exempt

JOB SUMMARY

General Manager serves as the chief executive officer with overall responsibility for the implementation, direction and leadership of the operations and maintenance of the parks, trails, facilities and recreation, and educational programs. Position requires a highly motivated professional with strong interpersonal, organizational and coordination skills with the ability to use time and resources efficiently as well as possessing leadership skills to motivate staff and participants. Serves as the ex-officio Clerk of the Board of Directors.

ESSENTIAL JOB FUNCTIONS

- Administer the District's Parks and Recreation programs; provide guidance and direction to department managers to design and implement programs and projects.
- Direct through subordinates the planning, scheduling, and coordination of all District activities.
- Coordinate and evaluate the work of the District in accordance with applicable laws, ordinances, and regulations; submit recommendations for change to the Board of Directors, implement policy and procedural changes as required.
- Develop, implement and maintain strategic, fiscal and capital improvement plans for the District.
- Prepare and monitor budgets and prepare special reports as required.
- Formulate and interpret policy and procedures for Board review and approval.
- Coordinate the activities of the District with other public and private jurisdictions.
- Develop policies, procedures, and priorities to meet established goals and objectives, as set by the Board of Directors.

- Interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables and implement long-range planning.
- Direct and oversee all District contracted services and procurement commitments; negotiate and prepare contracts and agreements; enforce contract provisions.
- Supervise the preparation of Board agendas, minutes, reports, and other records; ensure that all documents for the Board and Committee meetings are produced accurately, and in a timely manner, to facilitate Board decision-making; direct the management of District records and coordinate requests for public records.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in park management, public administration, or a closely related field; Eight (8) years of increasingly responsible experience in management with a special district recreation and park agency and/or public agency which has included supervisory and administrative responsibilities.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of principles and techniques of administrative and fiscal analysis, organization, and staffing.
- Skills to operate basic office equipment and be PC literate with software applications in use at the District.
- Ability to prepare a variety of reports and recommendations, communicate orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers, the general public, outside contractors, and Board of Directors.
- Ability to read, analyze and interpret the most complex documents.
- Ability to respond effectively to the most sensitive inquiries or complaints.
- Ability to write speeches and articles using original or innovative techniques.
- Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Boards of Directors, other agencies, and the public.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Human Resource Generalist
Department: Administration
Reports To: Administrative Services Manager
FLSA Status: Part Time

Category: Staff
Prepared Date: January 2014
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Under general supervision, responsible for human resource duties, including processing of personnel transactions, compensation, personnel record-keeping, and benefits.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following and performs additional duties as assigned.

- Ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations per Government Code and Federal laws.
- Maintain accurate and consistent document/record processing and organization.
- Assist in recruiting process: job description creation/posting, handle inbound recruiting tasks, manage and support outbound recruiting; interview scheduling and applicant tracking.
- Responsible for preparation of offer letters, reference checks, degree verifications, eligibility verification, investigation and compliance with background checks as appropriate.
- Responsible for updating hiring packets and new hire orientation for all assigned divisions and/or locations.
- Work with insurance carriers, process claim reports and follow up with injured workers.
- Maintain vehicle insurance records and minor work permits.
- Maintain relationship with outside supplemental insurance agent and insurance brokers for health benefits.
- Act as one of the points of contact for legal counsel as required for labor relations, conduct District work related to this area.
- Assist with day-to day-employee benefits and personnel related questions.
- Assist with preparation of all necessary District communication pieces (i.e.: benefit offerings, compensation, policies, procedures, and employee manual).
- Facilitate employee salary and benefit surveys. Maintain records of summaries, statistics, and follow up.
- Maintain accurate and up to date position list and salary schedule for all departments on District website.
- Serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.
- Work with the Accounting Specialist to verify payroll accuracy.
- Perform related duties as assigned.

OTHER SKILLS AND ABILITIES: Knowledge and enforcement of employee rights, benefits, and obligations. Experience with CalPERS system a plus. Must be able to operate basic office equipment and be PC literate with software applications in use at the District. Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems. Must maintain the District's policies regarding Standards of Conduct and Confidentiality. Possess ability to "multitask" to handle competing priorities and demands, keep accurate records and prepare detailed reports. Communicate effectively with the public, organizations, employees, user groups, and community leaders in oral and written form. Be self-motivated, work independently, and manage time well.

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



Pleasant Valley Recreation and Park District Job Description

EDUCATION and/or EXPERIENCE: Associates Degree in Human Resources, Business, Finance, Communications, Public Administration or related field, or Human Resource Professional Certification with minimum of three (3) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

LANGUAGE SKILLS: Must possess excellent oral and written communication skill. Ability to read and interpret documents such as general business periodicals, professional journals, technical procedures, or governmental regulations, contracts, safety rules, operating and maintenance instructions, and procedure manuals. Ability to develop and write reports, conduct analysis, and correspondence.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

HUMAN RESOURCES GENERALIST

Department: Administration

Pay Grade: P101

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, responsible for human resource duties, including processing of personnel transactions, compensation, personnel record-keeping, and benefits.

ESSENTIAL JOB FUNCTIONS

- Ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations per Government Code and Federal laws.
- Maintain accurate and consistent document/record processing and organization.
- Assist in recruiting process: job description creation/posting, handle inbound recruiting tasks, manage, and support outbound recruiting; interview scheduling and applicant tracking.
- Responsible for preparation of offer letters, reference checks, degree verifications, eligibility verification, investigation, and compliance with background checks as appropriate.
- Responsible for updating hiring packets and new hire orientation for all assigned divisions and/or locations.
- Work with insurance carriers, process claim reports and follow up with injured workers.
- Maintain vehicle insurance records and minor work permits.
- Maintain ~~relationship~~relationships with outside supplemental insurance agent and insurance brokers for health benefits.
- Act as ~~one of the~~ points of contact for legal counsel as required for labor relations, and conduct District work related to this area.
- Assist with day-~~to day~~to-day -employee benefits and ~~personnel related~~personnel-related questions.

- Assist with preparation of all necessary District communication pieces (i.e.: benefit offerings, compensation, policies, procedures, and employee manual).
- Facilitate employee salary and benefit surveys. Maintain records of summaries, statistics, and follow up.
- Maintain the District's policies regarding Standards of Conduct and Confidentiality.
- Maintain accurate and ~~up-to-date~~up-to-date position list and salary schedule for all departments on District website.
- Serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.
- Work with the Accounting Specialist to verify payroll accuracy.
- Perform ~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

~~Associate Degree in Human Resources~~Associate degree in human resources, bBusiness, fFinance, cCommunications, public aAdministration or related field, or Human Resource Professional Certification with minimum of ~~two~~three (23) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening, and criminal justice fingerprint clearance/background check required. Experience with CalPERS system a plus.

Knowledge, Skills, and Abilities:

- Knowledge and enforcement of employee rights, benefits, and obligations.
- Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems.
- ~~Must possess excellent oral and written communication skills.~~ Skilled in oral and written communication.
- Ability to read and interpret documents such as general business periodicals, professional journals, technical procedures, or governmental regulations, contracts, safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to develop and write reports, conduct analysis, and correspondence.
- ~~Knowledge and enforcement of employee rights, benefits, and obligations.~~
- ~~Ability to~~Must be able to operate basic office equipment and be PC literate with software applications in use at the District.
- ~~Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems.~~

- ~~Must maintain the District's policies regarding Standards of Conduct and Confidentiality.~~
- ~~Assess~~ ability to "multitask" to handle competing priorities and demands, keep accurate records and prepare detailed reports.
- ~~Ability to c~~ommunicate effectively with the public, organizations, employees, user groups, and community leaders in oral and written form.
- ~~Be self-motivated, work independently, and manage time well.~~

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; ~~occasional~~ occasionally working alone; ~~b~~ Be self-motivated, work independently, and manage time well.
- r
- Environmental: frequent exposure to noise.
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WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~ temperature-controlled office environment subject to typical office noise. The positions will mostly be in a ~~fast paced~~ fast-paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

HUMAN RESOURCES GENERALIST

Department: Administration

Pay Grade: P101

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, responsible for human resource duties, including processing of personnel transactions, compensation, personnel record-keeping, and benefits.

ESSENTIAL JOB FUNCTIONS

- Ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations per Government Code and Federal laws.
- Maintain accurate and consistent document/record processing and organization.
- Assist in recruiting process: job description creation/posting, handle inbound recruiting tasks, manage, and support outbound recruiting; interview scheduling and applicant tracking.
- Responsible for preparation of offer letters, reference checks, degree verifications, eligibility verification, investigation, and compliance with background checks as appropriate.
- Responsible for updating hiring packets and new hire orientation for all assigned divisions and/or locations.
- Work with insurance carriers, process claim reports and follow up with injured workers.
- Maintain vehicle insurance records and minor work permits.
- Maintain relationships with outside supplemental insurance agents and insurance brokers for health benefits.
- Act as a point of contact for legal counsel as required for labor relations and conduct District work related to this area.
- Assist with day-to-day employee benefits and personnel-related questions.
- Assist with preparation of all necessary District communication pieces (i.e.: benefit offerings, compensation, policies, procedures, and employee manual).

- Facilitate employee salary and benefit surveys. Maintain records of summaries, statistics, and follow up.
- Maintain the District's policies regarding Standards of Conduct and Confidentiality.
- Maintain accurate and up-to-date position list and salary schedule for all departments on District website.
- Serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.
- Work with the Accounting Specialist to verify payroll accuracy.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate degree in human resources, business, finance, communications, public administration or related field, or Human Resource Professional Certification with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening, and criminal justice fingerprint clearance/background check required. Experience with CalPERS system a plus.

Knowledge, Skills, and Abilities:

- Knowledge and enforcement of employee rights, benefits, and obligations.
- Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook; database software and contact management systems.
- Skilled in oral and written communication.
- Ability to read and interpret documents such as general business periodicals, professional journals, technical procedures, or governmental regulations, contracts, safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to develop and write reports, conduct analysis, and correspondence.
- Ability to operate basic office equipment and be PC literate with software applications in use at the District.
- Ability to multitask to handle competing priorities and demands, keep accurate records and prepare detailed reports.
- Ability to communicate effectively with the public, organizations, employees, user groups, and community leaders in oral and written form.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasionally working alone; be self-motivated, work independently, and manage time well.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Human Resources Specialist **Category:** Staff
Department: Administration **Prepared Date:** April 2015
Reports To: Admin. Svcs. Mgr. **Approved By:** Board of Directors
FLSA Status: Non-Exempt **Approved Date:** July 1, 2015

SUMMARY: Under general supervision, performs a variety of technical and office administrative human resources support functions, including assisting with the recruitment, testing, and selection of staff, benefits, administration, and workers' compensation. Provides responsible technical support to District management staff, assist in completing various human resources studies and reports; and performs related work as required. This is a single-position confidential classification that performs a full range of specialized technical work.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following and performs additional duties as assigned.

- Ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations per Government Code and Federal laws.
- Understanding of CalPERS and the CalPERS software.
- Maintain accurate and consistent document/record processing and organization.
- Assist in recruiting process: job description creation/posting, handle inbound recruiting tasks, manage and support outbound recruiting; interview scheduling and applicant tracking.
- Responsible for preparation of offer letters, reference checks, degree verifications, eligibility verification, investigation and compliance with background checks as appropriate.
- Responsible for updating hiring packets and new hire orientation for all assigned divisions and/or locations.
- Work with insurance carriers, process claim reports and follow up with injured workers.
- Maintain vehicle insurance records and minor work permits.
- Maintain relationship with outside supplemental insurance agent and insurance brokers for health benefits.
- Act as one of the points of contact for legal counsel as required for labor relations, conduct District work related to this area.
- Assist with day-to day-employee benefits and personnel related questions.
- Assist with preparation of all necessary District communication pieces (i.e.: benefit offerings, compensation, policies, procedures, and employee manual).
- Facilitate employee salary and benefit surveys. Maintain records of summaries, statistics, and follow up.
- Maintain accurate and up to date position list and salary schedule for all departments on District website.
- Serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.
- Work with the Accounting Specialist to verify payroll accuracy.
- Responds to employee and retiree questions and complaints and interfaces with medical insurance providers and insurance representatives.
- Interprets, describes and applies District policies and procedures and Memorandum of Agreement in performance of assigned duties.
- Collects and compiles human resources data; prepares various human resources and technical reports at the State and District levels.
- Attends labor management meetings with management staff and provides information as requested.
- Maintains/verifies mandated documents in all personnel files
- Perform related duties as assigned.

OTHER SKILLS AND ABILITIES:

- Perform detailed human resources office support work accurately and in a timely manner.



Pleasant Valley Recreation and Park District Job Description

- Interpret, apply and explain policies, procedures and practices of human resources administration.
- Review human resources documents for completeness and accuracy.
- Administer effective recruitment, testing and selection and employee benefits administration practices.
- Maintain accurate and confidential human resources records.
- Maintain confidentiality of sensitive personal information of applicants, employees, former employees and other matters affecting employee relations.
- Prepare clear and concise reports, correspondence, policies, procedures and other written materials.
- Make accurate arithmetic and statistical computations.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Understand and follow oral and written instructions.
- Operate modern office equipment including computer equipment and specialized software application programs.
- Organize own work, set priorities and meet critical time deadlines.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.

QUALIFICATIONS:

Knowledge of:

- Policies and procedures related to recruitment, selection, benefits administration, workers' compensation, classification and compensation.
- Methods, techniques and practices of data collection and report writing.
- Business letter writing and standard letter writing practices for correspondence.
- Applicable Federal, State and local laws, regulatory codes, ordinances and procedures relevant to assigned area of responsibility.
- Recent and on-going developments, current literature and sources of information related to human resources programs.
- Record keeping principles and procedures.
- Modern office practices, methods, computer equipment and computer applications related to work, including word processing and spreadsheet software.
- Principles and procedures of record keeping and reporting.
- English usage, spelling, vocabulary, grammar and punctuation.
- Techniques for providing a high level of customer service to public and District staff, in person and over the phone.

EDUCATION and/or EXPERIENCE: Associates Degree in Human Resources, Business, Finance, Communications, Public Administration or related field, or Human Resource Professional Certification with minimum of five (5) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone.

Human Resources Specialist



Pleasant Valley Recreation and Park District Job Description

Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

HUMAN RESOURCES SPECIALIST

Department: Administration

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of technical and office administrative human resources support functions, including assisting with the recruitment, testing, and selection of staff, benefits, administration, and workers' compensation. Provides responsible technical support to District management staff, assists in completing various human resources studies and reports; and performs related work as required. This is a single-position confidential classification that performs a full range of specialized technical work. [Will be required to participate on committees such as the Safety and Employee Recognition Morale Committee.](#)

ESSENTIAL JOB FUNCTIONS

- Ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations per Government Code and Federal laws.
- Understanding of CalPERS and the CalPERS software.
- Maintain accurate, consistent, and confidential document/record processing and organization for all human resources; establish and maintain a variety of filing, record keeping, and tracking systems.-
- Assist in recruiting process: job description creation/posting, handle inbound recruiting tasks, manage, and support outbound recruiting; interview scheduling and applicant tracking.
- [Assists in the development and administration of personnel programs, policies, and procedures.](#)
- [Responsible for preparation](#)Prepare of offer letters, reference checks, degree verifications, eligibility verification, investigation, and compliance with background checks as appropriate.

- ~~Responsible for updating~~Update hiring packets and new hire orientation for all assigned divisions and/or locations.
- Work with insurance carriers, process claim reports and follow up with injured workers.
- Maintain vehicle insurance records and minor work permits.
- Maintain relationships with outside supplemental insurance agents and insurance brokers for health benefits.
- Act as ~~one of the~~ points of contact for legal counsel as required for labor relations, conduct District work related to this area; participate in negotiations with labor unions; interpret and explain memorandum of understanding, salary resolutions and personnel rules and regulations to managers and employees.-
- Assist with preparation of all necessary District communication pieces (i.e.: benefit offerings, compensation, policies, procedures, and employee manual).
- Facilitate employee salary and benefit surveys; maintain records of summaries, statistics, and follow up.
- Maintain accurate and up-to-date position list and salary schedule for all departments on District website.
- ~~Serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.~~
- ~~Work with the Accounting Specialist to verify payroll accuracy;~~ Serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.
- ~~r~~
- Responds to and assist with employee and retiree questions and complaints and interfaces with medical insurance providers and insurance representatives.
- Interprets, describes and applies District policies and procedures and Memorandum of Agreement in performance of assigned duties.
- Collects and compiles human resources data; prepares various human resources and technical reports at the State and District levels.
- Attends labor management meetings with management staff and provides information as requested.
- Administer effective recruitment, testing and selection, and employee benefits administration practices.
- Make accurate arithmetic and statistical computations. Review human resources documents for completeness and accuracy.
- ~~Understand and follow oral and written instructions.~~
- Performs other related duties as assigned.

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QUALIFICATIONS

Education and Experience:

Associate degree in human resources, business, finance, communications, public administration or related field, or Human Resource Professional Certification with minimum of three (3) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Updated: 10/2023

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of policies and procedures related to recruitment, selection, benefits administration, workers' compensation, classification, and compensation.
- Knowledge of methods, techniques and practices of data collection, record keeping and report writing.
- Knowledge of Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Skilled in modern office practices, methods, computer equipment and computer applications related to work, including word processing and spreadsheet software.
- Knowledge of recent and on-going developments, current literature and sources of information related to human resources programs.
- Skilled in Business letter writing and standard letter writing practices for correspondence.
- Ability to perform detailed human resources office support work accurately and in a timely manner.
- Ability to provide a high level of customer service to public and District staff, in person and over the phone.
- ~~Ability to Establish~~ establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- ~~Ability to u~~ understand and follow oral and written instructions.
- ~~Ability to u~~

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PHYSICAL DEMANDS

The work is ~~categorized as light~~ ~~s~~ ~~_____~~ Additionally, the following physical abilities are required:

- Mobility: ~~f~~ frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

Updated: 10/2023

WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~ ~~temperature-controlled~~ office environment subject to typical office noise. The positions will mostly be in a ~~fast-paced~~ ~~fast-paced~~ office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

HUMAN RESOURCES SPECIALIST

Department: Administration

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, performs a variety of technical and office administrative human resources support functions, including assisting with the recruitment, testing, and selection of staff, benefits, administration, and workers' compensation. Provides responsible technical support to District management staff, assists in completing various human resources studies and reports; and performs related work as required. This is a single-position confidential classification that performs a full range of specialized technical work. Will be required to participate on committees such as the Safety and Employee Recognition Morale Committee.

ESSENTIAL JOB FUNCTIONS

- Ensure Department of Labor compliance; interpret and apply labor and employment laws, rules and regulations per Government Code and Federal laws.
- Understand CalPERS and the CalPERS software.
- Maintain accurate, consistent, and confidential document/record processing and organization for all human resources; establish and maintain a variety of filing, record keeping, and tracking systems.
- Assist in recruiting process: job description creation/posting, handle inbound recruiting tasks, manage, and support outbound recruiting; interview scheduling and applicant tracking.
- Assist in the development and administration of personnel programs, policies, and procedures.
- Prepare offer letters, reference checks, degree verifications, eligibility verification, investigation, and compliance with background checks as appropriate.
- Update hiring packets and new hire orientation for all assigned divisions and/or locations.

- Work with insurance carriers, process claim reports and follow up with injured workers.
- Maintain vehicle insurance records and minor work permits.
- Maintain relationships with outside supplemental insurance agents and insurance brokers for health benefits.
- Act as a point of contact for legal counsel as required for labor relations, conduct District work related to this area; participate in negotiations with labor unions; interpret and explain memorandum of understanding, salary resolutions and personnel rules and regulations to managers and employees.
- Assist with preparation of all necessary District communication pieces (i.e.: benefit offerings, compensation, policies, procedures, and employee manual).
- Facilitate employee salary and benefit surveys; maintain records of summaries, statistics, and follow up.
- Maintain accurate and up-to-date position list and salary schedule for all departments on District website.
- Work with the Accounting Specialist to verify payroll accuracy; serve as primary back-up to payroll, collecting timesheets and running payroll as necessary.
- Respond to and assist with employee and retiree questions and complaints and interfaces with medical insurance providers and insurance representatives.
- Interpret, describe, and apply District policies and procedures and Memorandum of Agreement in performance of assigned duties.
- Collect and compile human resources data; prepare various human resources and technical reports at the State and District levels.
- Attend labor management meetings with management staff and provide information as requested.
- Administer effective recruitment, testing and selection, and employee benefits administration practices.
- Make accurate arithmetic and statistical computations.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate degree in human resources, business, finance, communications, public administration or related field, or Human Resource Professional Certification with minimum of three (3) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of policies and procedures related to recruitment, selection, benefits administration, workers' compensation, classification, and compensation.
- Knowledge of methods, techniques and practices of data collection, record keeping and report writing.
- Knowledge of Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Skilled in modern office practices, methods, computer equipment and computer applications related to work, including word processing and spreadsheet software.
- Knowledge of recent and on-going developments, current literature and sources of information related to human resources programs.
- Skilled in Business letter writing and standard letter writing practices for correspondence.
- Ability to perform detailed human resources office support work accurately and in a timely manner.
- Ability to provide a high level of customer service to public and District staff, in person and over the phone.
- Ability to establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Ability to understand and follow oral and written instructions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Office Assistant
Department: Administration
Reports To: Administrative Services Manager
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: November 2016
Approved by: Board
Approved Date: January 4, 2017

SUMMARY: Under direct supervision (I), general supervision (II), performs a variety of routine to clerical duties in support of administration or other program. Support activities may include, public service, document production, and/or record maintenance, also performs related duties as required. Ability to adhere to attendance and punctuality guidelines and demonstrate flexibility in working varying shifts, including some evenings and weekends as necessary

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Depth and breadth of assignments increase at each level and may include, but are not limited to the following:

- Types a variety of documents in draft and final form, such as correspondence, standard forms, charts, proposals, specifications, and reports written, recorded, printed sources, and/or verbal instructions, proofreads typed materials for correct grammar, spelling and punctuation.
- Prepares, validates, processes, and/or checks a variety of documents such as permit applications, reservations, program applications, invoices, etc., for completeness, accuracy, and submission standards.
- Answers phone calls and walk-ins; determines how incoming customers should be routed; directs people to appropriate offices, or customers to proper information sources; answer routine questions; explains routing procedures, processes, or district activities; schedules appointments, training, or examinations; obtains routine factual information to create or update files; provides assistance in the completion of forms.
- Sorts and/or files materials such as correspondence, contract documents, and customer information; maintains files; conducts systematic search for misplaced materials; maintains cross-reference files or invoices; purges filing systems as necessary.
- Compiles routine reports and records by extracting and/or tabulating information from a variety of sources, such as files, correspondence, meeting notes, logs, previous reports, and/or verbal instruction.
- Transfers professional and technical instructions to project or customer files; researches reference materials to respond to customer or co-worker inquiries.
- Operates a variety of automated office equipment.
- May perform equipment/system maintenance checks.
- Uses computerized equipment to produce routine reports, correspondence, or forms; enters, updates, and/or extracts stored information using such equipment.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Some to thorough knowledge of: modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Working to considerable knowledge of: the operation and procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- Working skills: depending on assignment, incumbents may be required to demonstrate a certain prescribed proficiency in typing or equivalent word processing/data entry and/or taking/transcribing dictation.



Pleasant Valley Recreation and Park District Job Description

- Working to thorough ability to: perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another; establish and maintain cooperative working relationships; understand, follow and convey written and verbal directions.

EDUCATION and/or EXPERIENCE: High school diploma or General Education Degree (GED). Some to considerable clerical experience which has led to the acquisition of the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

OFFICE ASSISTANT

Department: Administration

Pay Grade: P101

FLSA Status: Non-Exempt

JOB SUMMARY

Under ~~direct supervision (I)~~, ~~general supervision (II)~~, performs a variety of routine to clerical duties in support of administration or other programs. Support activities may include, public service, document production, and/or record maintenance, also performs related duties as required. Ability to adhere to attendance and punctuality guidelines and demonstrate flexibility in working varying shifts, including some evenings and weekends as necessary.

ESSENTIAL JOB FUNCTIONS

- Types a variety of documents in draft and final form, such as correspondence, standard forms, charts, proposals, specifications, and reports written, recorded, printed sources, and/or verbal instructions, proofreads typed materials for correct grammar, spelling, and punctuation.
- Prepares, validates, processes, and/or checks a variety of documents such as permit applications, reservations, program applications, invoices, etc., for completeness, accuracy, and submission standards.
- Answers phone calls and walk-ins; determines how incoming customers should be routed; directs people to appropriate offices, or customers to proper information sources; answer routine questions; explains routing procedures, processes, or district activities; schedules appointments, training, or examinations; obtains routine factual information to create or update files; provides assistance in the completion of forms.
- Sorts and/or files materials such as correspondence, contract documents, and customer information; maintains files; conducts systematic search for misplaced materials; maintains cross-reference files or invoices; purges filing systems as necessary.

- Compiles routine reports and records by extracting and/or tabulating information from a variety of sources, such as files, correspondence, meeting notes, logs, previous reports, and/or verbal instruction.
- Transfers professional and technical instructions to project or customer files; researches reference materials to respond to customer or co-worker inquiries.
- Operates a variety of automated office equipment.
- May perform equipment/system maintenance checks.
- Uses computerized equipment to produce routine reports, correspondence, or forms; enters, updates, and/or extracts stored information using such equipment.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or General Education Degree (GED) ~~with one year.~~ ~~Some to considerable~~ clerical experience which has led to the acquisition of the required knowledge, skills, and abilities.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Knowledge of the operation and procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- Skilled in typing or equivalent word processing/data entry and/or taking/transcribing dictation.
- Ability to perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another; establish and maintain cooperative working relationships; understand, follow, and convey written and verbal directions.

PHYSICAL DEMANDS

The work is ~~categorized as light.~~ Additionally, the following physical abilities are required:

- ~~—~~ Mobility: Frequent use of office equipment; frequent sitting for long periods of time;

Updated: 10/2023

- occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

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WORK ENVIRONMENT

Work is performed in a typical ~~temperature-controlled~~ temperature-controlled office environment subject to typical office noise. The positions will mostly be in a ~~fast-paced~~ fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

OFFICE ASSISTANT

Department: Administration

Pay Grade: P101

FLSA Status: Non-Exempt

JOB SUMMARY

Under supervision, performs a variety of routine to clerical duties in support of administration or other programs. Support activities may include public service, document production, and/or record maintenance, also performs related duties as required. Ability to adhere to attendance and punctuality guidelines and demonstrate flexibility in working varying shifts, including some evenings and weekends as necessary.

ESSENTIAL JOB FUNCTIONS

- Type a variety of documents in draft and final form, such as correspondence, standard forms, charts, proposals, specifications, and reports written, recorded, printed sources, and/or verbal instructions, proofread typed materials for correct grammar, spelling, and punctuation.
- Prepare, validate, process, and/or check a variety of documents such as permit applications, reservations, program applications, invoices, etc., for completeness, accuracy, and submission standards.
- Answer phone calls and walk-ins; determine how incoming customers should be routed; direct people to appropriate offices, or customers to proper information sources; answer routine questions; explain routing procedures, processes, or district activities; schedule appointments, training, or examinations; obtain routine factual information to create or update files; provide assistance in the completion of forms.
- Sort and/or file materials such as correspondence, contract documents, and customer information; maintain files; conduct systematic search for misplaced materials; maintain cross-reference files or invoices; purge filing systems as necessary.

- Compile routine reports and records by extracting and/or tabulating information from a variety of sources, such as files, correspondence, meeting notes, logs, previous reports, and/or verbal instruction.
- Transfer professional and technical instructions to project or customer files; research reference materials to respond to customer or co-worker inquiries.
- Operate a variety of automated office equipment.
- May perform equipment/system maintenance checks.
- Use computerized equipment to produce routine reports, correspondence, or forms; enter, update, and/or extract stored information using such equipment.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or General Education Degree (GED) with one year clerical experience which has led to the acquisition of the required knowledge, skills, and abilities.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Knowledge of the operation and procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- Skilled in typing or equivalent word processing/data entry and/or taking/transcribing dictation.
- Ability to perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another; establish and maintain cooperative working relationships; understand, follow, and convey written and verbal directions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.

- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Grounds/Facilities I/II
Department: Park Division
Reports To: Park Lead/Supervisor
FLSA Status: Non-exempt

Category: Staff
Prepared Date: January 2008
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Performs semi-skilled and skilled labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool and facilities/buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related technical tasks as assigned. This is an entry-level classification in the Grounds series. The Grounds/Facilities I position performs the routine tasks and duties including less complex and general park maintenance and repair of irrigation systems, facilities, pool, vehicles and equipment. Since this is an entry-level class, employees may have only limited or no directly related work experience. Receives day-to-day direction from Park Maintenance/Facilities Lead Worker.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, fertilizing, sodding, raking and cultivating; maintains flowers and shrubs; performs pesticide and herbicide spraying as assigned; ball field prep (draft and line fields); manually waters brick dust infields to provide suitable surface for play.
- Operates construction and maintenance equipment and power tools such as a dump truck, tractor, mowers, edgers, weed whips, chainsaws, pruners and blowers; maintain hand and power tools and assigned equipment; conduct equipment inspections and perform preventive maintenance on equipment.
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean restroom areas; sweep, scrub, strip, wax, seal and buff floors, vacuum and shampoo carpets.
- Perform maintenance on park facilities; including touch-up painting, minor carpentry, plumbing and other repair activity.
- Operates light to medium motor-driven turf maintenance equipment, including tractors and trucks; tows equipment trailers and other related equipment used to level and prepare brick dust fields as assigned; performs minor repairs to keep equipment in running order.
- Ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Lines in-fields for play with chalk; cleans infield based pegs and attaches bases; replaces damaged based pegs, pitching rubbers and home plates; provides field safety checks and take appropriate actions to correct problems.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain and clean restrooms.

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

- Ability to: work outdoors in inclement weather; perform a variety of routine tasks in the care, cleaning and general maintenance of building, grounds and equipment; ability to work hours as assigned.
- Ability to: apply common sense understanding to carry out instructions furnished in written, oral, or diagram form; establish and maintain effective working relations with others; read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.



Pleasant Valley Recreation and Park District Job Description

EDUCATION and/or EXPERIENCE: Must be 18 years of age with a high school diploma or general education degree (GED); and six months related experience and/or training preferred (Level I); three (3) years of experience as a Grounds/Facilities I (Level II); or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid California Driver's License and maintain a clean California Department Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required. In order to promote to Level II in the Grounds/Facilities series the District must have an opening and the employee must possess any combination of three (3) of the below certificates:

1. Pesticide license
2. Playground Safety certification
3. Back Flow license
4. Class "A" license
5. Aquatic Facility Operator (AFO) certification
6. Certified Pool or Spa Operator (CPO) certification
7. Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)
8. Irrigation certification
9. Horticulture certification
10. Small Engine Repair
11. Heating Ventilation and Air Conditioning (HVAC)

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

While performing the duties of this job, the employee is frequently required to stand, sit, twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

GROUPS FACILITIES I

Department: Park Division

Pay Grade: F102

FLSA Status: Non-Exempt

JOB SUMMARY

Performs semi-skilled and skilled labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool, and facilities/buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related technical tasks as assigned. This is an entry-level classification in the Grounds series. The Grounds/Facilities I position performs the routine tasks and duties including less complex and general park maintenance and repair of irrigation systems, facilities, pool, vehicles, and equipment. Since this is an entry-level class, employees may have only limited or no directly related work experience. Receives day-to-day direction from Park Maintenance/Facilities Lead Worker.

ESSENTIAL JOB FUNCTIONS

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, fertilizing, sodding, raking, and cultivating; maintains flowers and shrubs; performs pesticide and herbicide spraying as assigned; ball field prep (draft and line fields); manually waters brick dust infields to provide suitable surface for play.
- Operates construction and maintenance equipment and power tools such as a dump truck, tractor, mowers, edgers, weed whips, chainsaws, pruners, and blowers; maintain hand and power tools and assigned equipment; conduct equipment inspections and perform preventive maintenance on equipment.
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean restroom areas; sweep, scrub, strip, wax, seal and buff floors, vacuum, and shampoo carpets.

- Perform maintenance on park facilities, including touch-up painting, minor carpentry, plumbing and other repair activity.
- Operates light to medium motor-driven turf maintenance equipment, including tractors and trucks; tows equipment trailers and other related equipment used to level and prepare brick dust fields as assigned; performs minor repairs to keep equipment in running order.
- Ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Lines in-fields for play with chalk; cleans infield based pegs and attaches bases; replaces damaged based pegs, pitching rubbers and home plates; provides field safety checks and take appropriate actions to correct problems.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain, and clean restrooms.
- May be required to work stand-by on a rotational basis and report to work on a callback basis as needed. Standby assignment is at the discretion of the supervisor.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); and six (6) months related experience and/or training preferred ~~(Level I); three (3) years of experience as a Grounds/Facilities I (Level II); or equivalent combination of education and experience.~~

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California Driver's License and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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Knowledge, Skills, and Abilities:

- ~~Ability to:~~ work outdoors in inclement weather.
- ~~Ability to:~~ perform a variety of routine tasks in the care, cleaning, and general maintenance of building, grounds, and equipment.
- ~~Ability to:~~ work hours as assigned.
- ~~Ability to:~~ apply common-sense understanding to carry out follow instructions furnished in written, oral, or diagram form; read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- ~~Ability to:~~ establish and maintain effective working relations with others; ~~read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.~~

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
 - Environmental: frequent exposure to noise, exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Mobility: While performing the duties of this job, the employee is frequently required to stand, sit, twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.
 - Dexterity:
 - Lifting: The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
 - Hearing/Talking: the ability to talk and hear in person, by telephone or two-way radio;
 - Vision: and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
 - Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
 - Environmental: frequent exposure to noise.

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WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to ~~risk~~the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work ~~overtime, or~~overtime or be required to adjust schedule due to special events. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants.~~-Office/field environment: exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants.~~

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

GROUPS FACILITIES I

Department: Park Division

Pay Grade: F102

FLSA Status: Non-Exempt

JOB SUMMARY

Performs semi-skilled and skilled labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool, and facilities/buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related technical tasks as assigned. This is an entry-level classification in the Grounds series. The Grounds/Facilities I position performs the routine tasks and duties including less complex and general park maintenance and repair of irrigation systems, facilities, pool, vehicles, and equipment. Since this is an entry level class, employees may have only limited or no directly related work experience. Receives day-to-day direction from Park Maintenance/Facilities Lead Worker.

ESSENTIAL JOB FUNCTIONS

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, fertilizing, sodding, raking, and cultivating; maintains flowers and shrubs; performs pesticide and herbicide spraying as assigned; ball field prep (draft and line fields); manually waters brick dust infields to provide suitable surface for play.
- Operates construction and maintenance equipment and power tools such as a dump truck, tractor, mowers, edgers, weed whips, chainsaws, pruners, and blowers; maintain hand and power tools and assigned equipment; conduct equipment inspections and perform preventive maintenance on equipment.
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean restroom areas; sweep, scrub, strip, wax, seal and buff floors, vacuum, and shampoo carpets.

- Perform maintenance on park facilities, including touch-up painting, minor carpentry, plumbing and other repair activity.
- Operates light to medium motor-driven turf maintenance equipment, including tractors and trucks; tows equipment trailers and other related equipment used to level and prepare brick dust fields as assigned; performs minor repairs to keep equipment in running order.
- Ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Lines in-fields for play with chalk; cleans infield based pegs and attaches bases; replaces damaged based pegs, pitching rubbers and home plates; provides field safety checks and take appropriate actions to correct problems.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain, and clean restrooms.
- May be required to work stand-by on a rotational basis and report to work on a callback basis as needed. Standby assignment is at the discretion of the supervisor.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); and six (6) months related experience and/or training preferred.

Special Qualifications:

- Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.)

Knowledge, Skills, and Abilities:

- Ability to work outdoors in inclement weather.
- Ability to perform a variety of routine tasks in the care, cleaning, and general maintenance of building, grounds, and equipment.
- Ability to work hours as assigned.
- Ability to follow instructions furnished in written, oral, or diagram form; read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to establish and maintain effective working relations with others.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time.
 - Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
 - Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
 - Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
 - Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
 - Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise, exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work overtime or be required to adjust schedule due to special events. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Grounds/Facilities I/II
Department: Park Division
Reports To: Park Lead/Supervisor
FLSA Status: Non-exempt

Category: Staff
Prepared Date: January 2008
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Performs semi-skilled and skilled labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool and facilities/buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related technical tasks as assigned. This is an entry-level classification in the Grounds series. The Grounds/Facilities I position performs the routine tasks and duties including less complex and general park maintenance and repair of irrigation systems, facilities, pool, vehicles and equipment. Since this is an entry-level class, employees may have only limited or no directly related work experience. Receives day-to-day direction from Park Maintenance/Facilities Lead Worker.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, fertilizing, sodding, raking and cultivating; maintains flowers and shrubs; performs pesticide and herbicide spraying as assigned; ball field prep (draft and line fields); manually waters brick dust infields to provide suitable surface for play.
- Operates construction and maintenance equipment and power tools such as a dump truck, tractor, mowers, edgers, weed whips, chainsaws, pruners and blowers; maintain hand and power tools and assigned equipment; conduct equipment inspections and perform preventive maintenance on equipment.
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean restroom areas; sweep, scrub, strip, wax, seal and buff floors, vacuum and shampoo carpets.
- Perform maintenance on park facilities; including touch-up painting, minor carpentry, plumbing and other repair activity.
- Operates light to medium motor-driven turf maintenance equipment, including tractors and trucks; tows equipment trailers and other related equipment used to level and prepare brick dust fields as assigned; performs minor repairs to keep equipment in running order.
- Ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Lines in-fields for play with chalk; cleans infield based pegs and attaches bases; replaces damaged based pegs, pitching rubbers and home plates; provides field safety checks and take appropriate actions to correct problems.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain and clean restrooms.

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

- Ability to: work outdoors in inclement weather; perform a variety of routine tasks in the care, cleaning and general maintenance of building, grounds and equipment; ability to work hours as assigned.
- Ability to: apply common sense understanding to carry out instructions furnished in written, oral, or diagram form; establish and maintain effective working relations with others; read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.



Pleasant Valley Recreation and Park District Job Description

EDUCATION and/or EXPERIENCE: Must be 18 years of age with a high school diploma or general education degree (GED); and six months related experience and/or training preferred (Level I); three (3) years of experience as a Grounds/Facilities I (Level II); or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid California Driver's License and maintain a clean California Department Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required. In order to promote to Level II in the Grounds/Facilities series the District must have an opening and the employee must possess any combination of three (3) of the below certificates:

1. Pesticide license
2. Playground Safety certification
3. Back Flow license
4. Class "A" license
5. Aquatic Facility Operator (AFO) certification
6. Certified Pool or Spa Operator (CPO) certification
7. Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)
8. Irrigation certification
9. Horticulture certification
10. Small Engine Repair
11. Heating Ventilation and Air Conditioning (HVAC)

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

While performing the duties of this job, the employee is frequently required to stand, sit, twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

GROUNDS FACILITIES II

Department: Park Division

Pay Grade: F103B

FLSA Status: Non-Exempt

JOB SUMMARY

Performs semi-skilled and skilled labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool, and facilities/buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related technical tasks as assigned. ~~This is an entry-level classification in the Grounds series.~~ The Grounds/Facilities II position performs the routine tasks and duties including less complex and general park maintenance and repair of irrigation systems, facilities, pool, vehicles, and equipment. Incumbent may be required to work stand-by on a rotational basis and report to work on a callback basis as needed. Standby assignment is at the discretion of the Division Head. ~~Since this is an entry level class, employees may have only limited or no directly related work experience.~~ Receives day-to-day direction from Park Maintenance/Facilities Lead Worker.

ESSENTIAL JOB FUNCTIONS

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, fertilizing, sodding, raking, and cultivating; maintains flowers and shrubs; performs pesticide and herbicide spraying as assigned; ball field prep (draft and line fields); manually waters brick dust infields to provide suitable surface for play.
- Operates construction and maintenance equipment and power tools such as a dump truck, tractor, mowers, edgers, weed whips, chainsaws, pruners, and blowers; maintain hand and power tools and assigned equipment; conduct equipment inspections and perform preventive maintenance on equipment.
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean

restroom areas; sweep, scrub, strip, wax, seal and buff floors, vacuum, and shampoo carpets.

- Perform maintenance on park facilities, including touch-up painting, minor carpentry, plumbing and other repair activity.
- Operates light to medium motor-driven turf maintenance equipment, including tractors and trucks; tows equipment trailers and other related equipment used to level and prepare brick dust fields as assigned; performs minor repairs to keep equipment in running order.
- Ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Lines in-fields for play with chalk; cleans infield based pegs and attaches bases; replaces damaged based pegs, pitching rubbers and home plates; provides field safety checks and take appropriate actions to correct problems.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain, and clean restrooms.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); and ~~threesix (3) year~~ months related experience and/or training ~~preferred (Level I); three (3) years of experience as a Grounds/Facilities I (Level II); or equivalent combination of education and experience.~~

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California ~~d~~Driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required. ~~In order to promote to Level II in the Grounds/Facilities series the District must have an opening and the employee M~~ must possess any combination of three (3) ~~of the below licenses/certificates, in which one certificate pertains to supervision/leadership skills, or a minimum of twelve (12) hours of human resources related classes with the remaining two certificates in technical skills including byt not limited to the following:~~

- ~~1. California Department of Pesticide Regulation Qualified Applicator Certificate(QAC) or Qualified Applicator License (QAL) Pesticide license~~
- ~~2. Certified Playground Safety Inspector (CPSI) certification Playground Safety certification~~
- ~~3. Backflow Prevention Assembly Tester (BPAT) Certification Back Flow license~~
- ~~4. State of California Class "A" commercial driver's license Class "A" license~~

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- ~~5-~~ Aquatic Facility Operator (AFO) certification
- ~~6-~~ Certified Pool or Spa Operator (CPO) certification
- ~~7-~~ Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)
- ~~8-~~ Irrigation certification through the Irrigation Association, California Landscape Contractors Association or from an accredited college or university course or program.
 - Certified Irrigation Technician (CIT)
 - Certified Landscape Irrigation Auditor (CLIA)
 - CLCA Water Management certification
 - Other irrigation certifications considerations must be pre-approved by Department Head
- ~~9-~~ Horticulture certification from National Association of Landscape Professionals (NALP), California Landscape Contractors Association (CLCA) or an accredited college or university course or program.
- ~~10-~~ Small Engine Repair
- ~~11-~~ Heating Ventilation and Air Conditioning (HVAC)

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Knowledge, Skills, and Abilities:

- ~~Ability to:~~ work outdoors in inclement weather.
- ~~Ability to:~~ perform a variety of routine tasks in the care, cleaning, and general maintenance of building, grounds, and equipment.
- ~~Ability to:~~ apply common sense understanding to carry out follow instructions furnished in written, oral, or diagram form; read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- ~~Ability to:~~ establish and maintain effective working relations with others; ~~read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.~~

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision, close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.

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Updated: 10/2023

- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise, exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment.

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• Mobility: While performing the duties of this job, the employee is frequently required to stand, sit, twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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- Dexterity:
- Lifting: The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
- Hearing/Talking: the ability to talk and hear in person, by telephone or two-way radio;
- Vision: and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to ~~risk~~the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work ~~overtime, or overtime~~ or be required to adjust schedule due to special events. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. ~~Office/field environment: exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants.~~

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

GROUNDS FACILITIES II

Department: Park Division

Pay Grade: F103B

FLSA Status: Non-Exempt

JOB SUMMARY

Performs semi-skilled and skilled labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool, and facilities/buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related technical tasks as assigned. The Grounds/Facilities II position performs the routine tasks and duties including less complex and general park maintenance and repair of irrigation systems, facilities, pool, vehicles, and equipment. Incumbent may be required to work stand-by on a rotational basis and report to work on a callback basis as needed. Standby assignment is at the discretion of the Division Head. Receives day-to-day direction from Park Maintenance/Facilities Lead Worker.

ESSENTIAL JOB FUNCTIONS

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, fertilizing, sodding, raking, and cultivating; maintains flowers and shrubs; performs pesticide and herbicide spraying as assigned; ball field prep (draft and line fields); manually waters brick dust infields to provide suitable surface for play.
- Operates construction and maintenance equipment and power tools such as a dump truck, tractor, mowers, edgers, weed whips, chainsaws, pruners, and blowers; maintain hand and power tools and assigned equipment; conduct equipment inspections and perform preventive maintenance on equipment.
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean restroom areas; sweep, scrub, strip, wax, seal and buff floors, vacuum, and shampoo carpets.

- Perform maintenance on park facilities, including touch-up painting, minor carpentry, plumbing and other repair activity.
- Operates light to medium motor-driven turf maintenance equipment, including tractors and trucks; tows equipment trailers and other related equipment used to level and prepare brick dust fields as assigned; performs minor repairs to keep equipment in running order.
- Ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Lines in-fields for play with chalk; cleans infield based pegs and attaches bases; replaces damaged based pegs, pitching rubbers and home plates; provides field safety checks and take appropriate actions to correct problems.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain, and clean restrooms.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); and three (3) years related experience and/or training.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required. Must possess any combination of three (3) licenses/certificates, in which one certificate pertains to supervision/leadership skills, or a minimum of six (6) hours of human resources related classes with the remaining two certificates in technical skills including but not limited to the following:

- California Department of Pesticide Regulation Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL)
- Certified Playground Safety Inspector (CPSI) certification
- Backflow Prevention Assembly Tester (BPAT) Certification
- State of California Class "A" commercial driver's license
- Aquatic Facility Operator (AFO) certification
- Certified Pool or Spa Operator (CPO) certification
- Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)
- Irrigation certification through the Irrigation Association, California Landscape Contractors Association or from an accredited college or university course or program.
 - Certified Irrigation Technician (CIT)
 - Certified Landscape Irrigation Auditor (CLIA)
 - CLCA Water Management certification

- Other irrigation certifications considerations must be pre-approved by Department Head
- Horticulture certification from National Association of Landscape Professionals (NALP), California Landscape Contractors Association (CLCA) or an accredited college or university course or program.
- Small Engine Repair
- Heating Ventilation and Air Conditioning (HVAC)

Knowledge, Skills, and Abilities:

- Ability to work outdoors in inclement weather.
- Ability to perform a variety of routine tasks in the care, cleaning, and general maintenance of building, grounds, and equipment.
- Ability to follow instructions furnished in written, oral, or diagram form; read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to establish and maintain effective working relations with others.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision, close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise, exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work overtime or be required to adjust schedule due to special events. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Irrigation Specialist
Department: Park Division
Reports To: Park Supervisor
FLSA Status: Non-exempt

Category: Staff
Prepared Date: April 2015
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Under general supervision performs semi-skilled and skilled work in the installation, maintenance and repair of a variety of automatic and manual irrigation systems. Responsible for installing and testing Backflow Prevention Devices as required. Incumbent may be required to work stand-by on a rotational basis and report to work on a callback basis as needed. Standby assignment is at the discretion of the Division Head.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Installs, maintains and repairs automatic and manual irrigation systems.
- Maintains and repairs decorative fountains, drinking fountains and associated pumps, motors and filters.
- Inspects new and proposed park and facility developments to ensure proper layout of irrigation system; as required make recommendations to Park Supervisor and /or Park Superintendent for modifications and/or changes.
- Performs maintenance and repair on sprinkler heads, valves and related equipment.
- Maintains and conducts minor repair on electronic controller boxes to ensure proper functioning; may be required to lay conduit and connect wiring from main source to controller.
- Maintains tools and equipment as required.
- Operates mechanical and manual equipment incidental to the installation and maintenance of irrigation systems.
- May perform the duties of those listed in the Grounds/Facilities series.
- Related duties as required.

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

- Knowledge of: principles and procedures of plumbing and irrigation systems; care, operation, and maintenance of a variety of power tools and equipment; occupational hazards and standard safety practices necessary in the area of work assigned; cross-connection devices and Unified Plumbing Codes; techniques and procedures of irrigation system repair and maintenance.
- Working knowledge of: principles and procedures of record keeping; basic principles of accounting.
- Some to working knowledge of: principles of computer programming; hydraulic principles relating to irrigation design and construction; drainage system design and installation; proper maintenance of a variety of automatic and manual irrigation systems including all component parts (e.g. valves, controller, heads, etc.); installation, maintenance and repair of backflow prevention devices; turf, soil, fertilizer and landscape maintenance.
- Working to thorough ability to: troubleshoot, service and repair residential and commercial irrigation systems, and customer service and ability to read and interpret blueprints; work effectively with plastic, copper and galvanized pipe; follow oral and written instructions; test and maintain backflow prevention devices.
- Working experience in low-voltage lighting, water feature service, and irrigation auditing and backflow.

EDUCATION and/or EXPERIENCE: Must be 18 years of age with a high school diploma or general education degree (GED); three (3) years of experience in landscape maintenance with substantial experience in the



Pleasant Valley Recreation and Park District Job Description

installation, maintenance and repair of a variety of automatic and manual irrigation systems; or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department Motor Vehicle record. Will drive a District vehicle in the course of job duties. Possession of a valid "Backflow Prevention Device Tester" certificate to test in Ventura County required before hire date. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

IRRIGATION SPECIALIST

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision performs semi-skilled and skilled work in the installation, maintenance, and repair of a variety of automatic and manual irrigation systems. Responsible for installing and testing Backflow Prevention Devices as required.

ESSENTIAL JOB FUNCTIONS

- Installs, maintains and repairs automatic and manual irrigation systems.
- Maintains and repairs decorative fountains, drinking fountains and associated pumps, motors and filters.
- Inspects new and proposed park and facility developments to ensure proper layout of irrigation systems; as required and make recommendations to Park Supervisor and /or Park Superintendent for modifications and/or changes to design.
- Performs maintenance and repair on sprinkler heads, valves and related equipment.
- Maintains and conducts minor repair on electronic controller boxes to ensure proper functioning; may be required to lay conduit and connect wiring from main source to controller.
- Install and test Backflow Prevention Devices.
- Maintains tools and equipment as required.
- Operates mechanical and manual equipment incidental to the installation and maintenance of irrigation systems.
- May perform the duties of those listed in the Grounds/Facilities series.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); three (3) years of experience in landscape maintenance with substantial experience in the installation, maintenance, and repair of a variety of automatic and manual irrigation systems; or equivalent combination of education and experience.

Special Qualifications:

- Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Possession of a valid "Backflow Prevention Device Tester" certificate to test in Ventura County required before hire date. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment and the ability to obtain Certified Landscape Irrigation Auditor (CLIA) certificate no later than eighteen (18) months after successful employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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Knowledge, Skills, and Abilities:

- Knowledge of: principles and procedures of plumbing and irrigation systems; care, operation, and maintenance of a variety of power tools and equipment; occupational hazards and standard safety practices necessary in the area of work assigned; cross-connection devices and Unified Plumbing Codes; techniques and procedures of irrigation system repair and maintenance.
- ~~Working-~~
- ~~Some to working-K~~ knowledge of: hydraulic principles relating to irrigation design and construction; drainage system design and installation; proper maintenance of a variety of automatic and manual irrigation systems including all component parts (e.g., valves, controller, heads, etc.); installation, maintenance, and repair of backflow prevention devices; turf, soil, fertilizer and landscape maintenance.
- ~~Skilled work experience in low-voltage lighting, water feature service, and irrigation auditing and backflow prevention.~~
- ~~Working to thorough A~~ ability to: troubleshoot, service, and repair residential and commercial irrigation systems, and; work effectively with plastic, copper, and galvanized, and test and maintain backflow prevention devices pipe customer service.
- ~~and A~~ ability to read and interpret blueprints; work effectively with plastic, copper, and galvanized pipe; follow oral and written instructions; test and provide customer service maintain backflow prevention devices.
- ~~Working experience in low-voltage lighting, water feature service, and irrigation auditing and backflow.~~

PHYSICAL DEMANDS

The work is ~~————~~ categorized as heavy. Additionally, the following physical abilities are required:

Updated: 10/2023

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor ~~vehicle; prolonged~~ vehicle; prolonged periods of time
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise. exposure ~~to potentially hazardous~~ to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, ~~dust~~ dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud. Will work in heavy vehicle traffic conditions and often work with constant interruptions. May be required to work ~~overtime, or~~ overtime or be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Updated: 10/2023

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

IRRIGATION SPECIALIST

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision performs semi-skilled and skilled work in the installation, maintenance, and repair of a variety of automatic and manual irrigation systems. Responsible for installing and testing Backflow Prevention Devices as required.

ESSENTIAL JOB FUNCTIONS

- Install, maintain, and repair automatic and manual irrigation systems.
- Maintain and repair decorative fountains, drinking fountains and associated pumps, motors, and filters.
- Inspect new and proposed park and facility developments to ensure proper layout of irrigation system and make recommendations to Park Supervisor and /or Park Superintendent for modifications and/or changes to design.
- Perform maintenance and repair on sprinkler heads, valves, and related equipment.
- Maintain and conduct minor repair on electronic controller boxes to ensure proper functioning; may be required to lay conduit and connect wiring from main source to controller.
- Install and test Backflow Prevention Devices.
- Maintain tools and equipment as required.
- Operate mechanical and manual equipment incidental to the installation and maintenance of irrigation systems.
- May perform the duties of those listed in the Grounds/Facilities series.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); three (3) years of experience in landscape maintenance with substantial experience in the installation, maintenance, and repair of a variety of automatic and manual irrigation systems; or equivalent combination of education and experience.

Special Qualifications:

- Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Possession of a valid Backflow Prevention Device Tester certificate to test in Ventura County required before hire date. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment and the ability to obtain Certified Landscape Irrigation Auditor (CLIA) certificate no later than eighteen (18) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of principles and procedures of plumbing and irrigation systems; care, operation, and maintenance of a variety of power tools and equipment; occupational hazards and standard safety practices necessary in the area of work assigned; cross-connection devices and Unified Plumbing Codes; techniques and procedures of irrigation system repair and maintenance.
-
- Knowledge of; hydraulic principles relating to irrigation design and construction; drainage system design and installation; proper maintenance of a variety of automatic and manual irrigation systems including all component parts (e.g., valves, controller, heads, etc.); installation, maintenance, and repair of backflow prevention devices; turf, soil, fertilizer and landscape maintenance.
- Skilled work experience in low-voltage lighting, water feature service, and irrigation auditing and backflow prevention.
- Ability to troubleshoot, service, and repair commercial irrigation systems; work effectively with plastic, copper, and galvanized, and test and maintain backflow prevention devices pipe.
- Ability to read and interpret blueprints;; follow oral and written instructions; and provide customer service.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time

- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise. exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud. Will work in heavy vehicle traffic conditions and often work with constant interruptions. May be required to work overtime or be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Lead Park Ranger
Department: Parks
Reports To: Park Services Manager
FLSA Status: Non-exempt

Location: All District Parks and Facilities
Prepared Date: May 2016
Approved by: Board of Directors
Approved Date: June 2016

SUMMARY: Under general supervision, provides lead support to the Park Services Manager, directs and assists subordinate personnel in performing Patrol and monitor parks and facilities under the jurisdiction of the Pleasant Valley Recreation and Park District.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Lead, plan, train and review the work of subordinate personnel.
- Assists and adds input to the evaluations of employee's in the Park Ranger classification.
- Provides lead supervision to the Park Patrol/Rangers including preparing work schedules.
- Responsible for compliance with Ordinance 8, District policies and procedures. In conjunction with the Park Services Manager, in reference to responsibility of the security and safety within the Park Patrol Program ability to analyze security and safety practices and procedures and to alert staff of any changes.
- Establish and maintain an open and effective system of communication throughout the organization.
- Ensure that appropriate image and approach are being consistently exercised within the Division.
- Assists in providing information to the general public; answers inquiries and complaints concerning park conditions, operations and maintenance.
- Explains and interprets rules and other applicable regulations to patrons of the District's park and recreational facilities; and ensures compliance with those rules and regulations.
- Provides crowd control and enforces safety at special events.
- Protects park patrons and park employees against unruly elements.
- Provides assistance in emergencies enforces safety and precautions and administers first aid when necessary.
- Ensure adherence to parking rules within the parks and facilities.
- Checks security of buildings against fire, vandalism, damage and theft.
- Investigates and takes the necessary action on disturbances, violations of park rules and other applicable regulations, and investigates accidents and injuries and hazardous conditions.
- Works with other law enforcement agencies where a situation is beyond the Park Patrol's control or expertise (i.e., drug violations), and works with police agencies in other areas of law enforcement that occur in the parks and facilities where assistance is required.
- Patrols assigned areas.
- Patrols areas on foot or in a patrol vehicle to promote an orderly and congenial atmosphere among park visitors.
- Keeps a record of patrol time and activities and prepares reports.
- Obeys and properly executes orders issued by Superintendent.
- Under supervision, issues warnings and citations for appropriate ordinances.
- Compliance of park regulations and if needed, utilizes law enforcement agencies to achieve compliance.
- Administers emergency first aid to sick or injured park visitors.
- Issues warnings and/or citations, when necessary, to patrons who violate District rules.
- May be mobilized in the event of a disaster.

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



Pleasant Valley Recreation and Park District Job Description

- Thorough knowledge of: standards and methods for operating public facilities and their appurtenances; laws, ordinances, rules and regulations pertaining to park operations; basic safety, first aid, and lifesaving techniques; basic law enforcement techniques; specialized equipment and its uses.
- Working ability to: plan, schedule and direct the work of others; effectively train subordinate personnel; make decisions quickly and independently in emergency situations; establish and maintain effective working relationships with fellow employees and the public; perform with maximum exertion in an emergency.

EDUCATION and/or EXPERIENCE: Associate of Science Degree with work in natural resources or closely related field; three years of parks or law enforcement related experience and/or training including lead or supervisory experience; or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid Driver's License and maintain a clean Department Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required. Must possess a current and valid AB832 Certificate.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

LEAD PARK RANGER

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, provides lead support to the Park Services Manager, directs and assists subordinate personnel in performing Patrol and monitoring parks and facilities under the jurisdiction of the Pleasant Valley Recreation and Park District.

ESSENTIAL JOB FUNCTIONS

- Lead, plan, train and review the work of subordinate personnel.
- Assist and add input to the evaluations of employees in the Park Ranger classification.
- Provide lead supervision to the Park Patrol/Rangers including preparing work schedules.
- Responsible for compliance with Ordinance 8, District policies and procedures. In conjunction with the Park Services Manager, in reference to responsibility of the security and safety within the Park Patrol Program ability to analyze security and safety practices and procedures and to alert staff of any changes.
- Establish and maintain an open and effective system of communication throughout the organization.
- Ensure that ~~appropriate~~ appropriate image and approach are being consistently exercised within the Division.
- Assist in providing information to the general public; answer inquiries and complaints concerning park conditions, ~~operations~~ operations, and maintenance.
- Explain and interpret rules and other applicable regulations to patrons of the District's park and recreational facilities; and ensure compliance with those rules and regulations.
- Provide crowd control and enforce safety at special events.
- Protect park patrons and park employees against unruly elements.

- Provides assistance in emergencies, enforces safety and precautions, and administers first aid when necessary.
- Ensure adherence to parking rules within the parks and facilities.
- Checks security of buildings against fire, vandalism, damage, and theft.
- Investigates and takes the necessary action on disturbances, violations of park rules and other applicable regulations, and investigates accidents and injuries and hazardous conditions.
- Works with other law enforcement agencies where a situation is beyond the Park Patrol's control or expertise (i.e., drug violations), and works with police agencies in other areas of law enforcement that occur in the parks and facilities where assistance is required.
- Patrols assigned areas. Patrols areas on foot or in a patrol vehicle to promote an orderly and congenial atmosphere among park visitors. Keeps a record of patrol time and activities and prepares reports.
- Obeyes and properly executes orders issued by Superintendent/General Manager or designee.
- Under supervision, issues warnings and citations for appropriate ordinances.
- Ensures compliance of park regulations and if needed, utilizes law enforcement agencies to achieve compliance.
- Issues warnings and/or citations, when necessary, to patrons who violate District rules.
- Administers emergency first aid to sick or injured park visitors. May be mobilized in the event of a disaster.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate of Science Degree with work in natural resources or closely related field; three (3) years of parks or law enforcement-related experience and/or training including lead or supervisory experience; or equivalent combination of education and experience.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California Driver's License and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required. Must possess a current and valid AB832 Certificate.

Knowledge, Skills, and Abilities:

- ~~Thorough~~ Knowledge of: standards and methods for operating public facilities and their appurtenances; laws, ordinances, rules, and regulations pertaining to park operations; basic safety, first aid, and lifesaving techniques; basic law enforcement techniques; specialized equipment and its uses.

- ~~Working Ability to:~~ plan, schedule and direct the work of others; effectively train subordinate personnel; make decisions quickly and independently in emergency situations; establish and maintain effective working relationships with fellow employees and the public; perform with maximum exertion in an emergency.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

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

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

LEAD PARK RANGER

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, provides lead support to the Park Services Manager, directs and assists subordinate personnel in performing Patrol and monitors parks and facilities under the jurisdiction of the Pleasant Valley Recreation and Park District.

ESSENTIAL JOB FUNCTIONS

- Lead, plan, train and review the work of subordinate personnel.
- Assist and add input to the evaluations of employees in the Park Ranger classification.
- Provide lead supervision to the Park Patrol/Rangers including preparing work schedules.
- Responsible for compliance with Ordinance 8, District policies and procedures. In conjunction with the Park Services Manager, in reference to responsibility of the security and safety within the Park Patrol Program ability to analyze security and safety practices and procedures and to alert staff of any changes.
- Establish and maintain an open and effective system of communication throughout the organization.
- Ensure that an appropriate image and approach are being consistently exercised within the Division.
- Assist in providing information to the general public; answer inquiries and complaints concerning park conditions, operations, and maintenance.
- Explain and interpret rules and other applicable regulations to patrons of the District's park and recreational facilities; and ensure compliance with those rules and regulations.
- Provide crowd control and enforce safety at special events.
- Protect park patrons and park employees against unruly elements.
- Provide assistance in emergencies, enforces safety and precautions, and administers first aid when necessary.

- Ensure adherence to parking rules within the parks and facilities.
- Check security of buildings against fire, vandalism, damage, and theft.
- Investigate and take the necessary action on disturbances, violations of park rules and other applicable regulations, and investigate accidents and injuries and hazardous conditions.
- Work with other law enforcement agencies where a situation is beyond the Park Patrol's control or expertise (i.e., drug violations), and work with police agencies in other areas of law enforcement that occur in the parks and facilities where assistance is required.
- Patrol assigned areas. Patrol areas on foot or in a patrol vehicle to promote an orderly and congenial atmosphere among park visitors. Keep a record of patrol time and activities and prepare reports.
- Obey and properly execute orders issued by General Manager or designee.
- Under supervision, issue warnings and citations for appropriate ordinances.
- Ensures compliance of park regulations and if needed, utilizes law enforcement agencies to achieve compliance.
- Issue warnings and/or citations, when necessary, to patrons who violate District rules.
- Administer emergency first aid to sick or injured park visitors. May be mobilized in the event of a disaster.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate of Science degree with work in natural resources or closely related field; three (3) years of parks or law enforcement-related experience and/or training including lead or supervisory experience; or equivalent combination of education and experience.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required. Must possess a current and valid AB832 Certificate.

Knowledge, Skills, and Abilities:

- Knowledge of standards and methods for operating public facilities and their appurtenances; laws, ordinances, rules, and regulations pertaining to park operations; basic safety, first aid, and lifesaving techniques; basic law enforcement techniques; specialized equipment and its uses.
- Ability to plan, schedule and direct the work of others; effectively train subordinate personnel; make decisions quickly and independently in emergency situations; establish and maintain effective working relationships with fellow employees and the public; perform with maximum exertion in an emergency.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Mechanic
Department: Park Division
Reports To: Park Supervisor
FLSA Status: Non-exempt

Category: Staff
Prepared Date: April 2015
Approved by: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Performs maintenance and repair services on District vehicles and equipment; to maintain and repair gasoline and diesel powered automotive, heavy and light construction, and other power driven equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Perform skilled maintenance and repair duties involving repairs to gasoline and diesel powered automotive, heavy and light construction, and other power driven equipment.
- Inspect, diagnose and locate mechanical difficulties on a variety of gasoline or diesel powered District vehicles and equipment, using state of the art electronic equipment.
- Diagnose, maintain and repair electrical systems components, ignition systems, computers, alternators, high voltage power generators, starters and batteries.
- Diagnose, maintain, repair and recondition hydraulic systems; diagnose and repair front and rear drive axles, drive train components, belts, gears, chain drives and propeller shafts.
- Replace or repair faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
- Tune up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body and port fuel injection systems and propane fuel systems; repair and maintain emission control and alternative fuel systems.
- Diagnose, repair and/or replace components including generators, distributors, relays, lights, switches, and high voltage light systems; repair, adjust and replace brake systems including wheel cylinders, masters cylinders, disc pads, machine drums and rotors, hydraulic and air brakes.
- Weld, fabricate and assemble parts and equipment for District automotive and heavy equipment; fabricate and modify tools as needed.
- Repair chain saws, weed eaters, trimmers, blowers, edgers, and pressure washers.
- Assist in the purchasing of equipment maintenance parts and materials.
- Respond to mechanical field emergencies as needed.
- Documents parts used and labor for each work order to ensure the respective District department receives an accurate billing.
- Accurately determine mechanical repair needs and estimate the cost and time of repairs.
- May supervise or lead a crew.

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

- Knowledge of: methods, practices, materials, and tools used in the major repair and maintenance of automotive and construction equipment; machine shop tools and their use; various types of gasoline and diesel powered stationary and automotive engines and drive trains; principles and techniques used in the service and repair of air brakes; vehicular and equipment hydraulic systems; vehicular electronics and electrical systems; and the use and operation of test and repair equipment.
- Basic/intermediate knowledge of: mechanical principles and practices of automotive repairs and preventive maintenance; use of tools and equipment used to make mechanical repairs, and shop safe work practices.



Pleasant Valley Recreation and Park District Job Description

- Ability to: operate mechanical testing and repair devices; estimate time and materials needed to complete a job; read electrical and mechanical diagrams; diagnose and repair defective vehicular equipment; maintain accurate records; follow written and verbal instructions; learn more advanced electronic diagnostic methods and equipment; expand knowledge of an automated record keeping system; follow instructions; follow safe work practices; improve gas and arc welding skills; use a fleet data management system using a hand held device and desktop computer.

EDUCATION and/or EXPERIENCE: Must be 18 years of age with a high school diploma or general education degree (GED); and completion of a vocational certificate program and/or Associates Degree in automotive technology with three (3) years' work experience; or five (5) years' work experience in vehicle and motorized equipment repair and maintenance; or equivalent combination of education and experience. College courses in mechanics or related areas are highly desirable. Relevant college level courses or Certified Mechanic Certification may substitute for up to one year of experience; or equivalent combination of education and experience. Possession of or ability to obtain an appropriate smog check mechanic license, a Master Automotive Technician Certificate in the following areas: brakes, suspension and steering, electrical/electronic systems, manual drive train and axles within one year of employment. Certifications in engine repair and heating and air conditioning are required within two years of employment.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid California Driver's License and maintain a clean California Department Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

MECHANIC

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Performs maintenance and repair services on District vehicles and equipment; ~~to maintain~~ and repairs gasoline, ~~and~~ diesel, battery and electric-powered automotive, heavy, and light construction, and other ~~power~~-driven equipment.

ESSENTIAL JOB FUNCTIONS

- Perform skilled maintenance and repair duties involving repairs to gasoline and diesel-powered automotive, heavy, and light construction, and other ~~power-driven~~power-driven equipment.
- Inspect, diagnose, and locate mechanical difficulties on a variety of gasoline or ~~diesel-powered~~diesel-powered District vehicles and equipment, using state of the art electronic equipment.
- Diagnose, ~~maintain~~maintain, and repair electrical systems components, ignition systems, computers, alternators, high voltage power generators, starters, and batteries.
- Diagnose, maintain, repair, and recondition hydraulic systems; diagnose and repair front and rear drive axles, drive train components, belts, gears, chain drives and propeller shafts.
- Replace or repair faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
- Tune up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body and port fuel injection systems and propane fuel systems; repair and maintain emission control and alternative fuel systems.
- Diagnose, repair and/or replace components including generators, distributors, relays, lights, switches, and high voltage light systems; repair, adjust and replace brake systems

including wheel cylinders, master cylinders, disc pads, machine drums and rotors, hydraulic and air brakes.

- Weld, fabricate and assemble parts and equipment for District automotive and heavy equipment; fabricate and modify tools as needed.
- Repair chain saws, weed eaters, trimmers, blowers, edgers, and pressure washers.
- Assist in the purchasing of equipment maintenance parts and materials.
- Respond to mechanical field emergencies as needed.
- Document parts used and labor for each work order to ensure the respective District department receives an accurate billing.
- Accurately determine mechanical repair needs and estimate the cost and time of repairs.
- May supervise or lead a crew.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); and completion of a vocational certificate program and/or Associates Degree in automotive technology with three (3) years ~~of work~~ experience; ~~or five (5) years work experience~~ in vehicle and motorized equipment repair and maintenance; or equivalent combination of education and experience. College courses in mechanics or related areas are highly desirable. Relevant college level courses or Certified Mechanic Certification may substitute for up to one year of experience; or equivalent combination of education and experience. Possession of or ability to obtain an appropriate smog check mechanic license, a Master Automotive Technician Certificate in the following areas: brakes, suspension and steering, electrical/electronic systems, manual drive train and axles within one year of employment. Certifications in engine repair and heating and air conditioning are required within two years of employment.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California ~~d~~Driver's ~~l~~icense and maintain a clean California Department ~~of~~ Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of methods, practices, materials, and tools used in the major repair and maintenance of automotive and construction equipment; machine shop tools and their use; various types of gasoline and diesel powered stationary and automotive engines and drive trains; principles and techniques used in the service and repair of air brakes; vehicular and equipment hydraulic systems; vehicular electronics and electrical systems; and the use and operation of test and repair equipment.

- Basic/intermediate knowledge of mechanical principles and practices of automotive repairs and preventive maintenance; use of tools and equipment used to make mechanical repairs and shop safe work practices.
- Ability to operate mechanical testing and repair devices; estimate time and materials needed to complete a job; read electrical and mechanical diagrams; diagnose and repair defective vehicular equipment; maintain accurate records; follow written and verbal instructions; learn more advanced electronic diagnostic methods and equipment; expand knowledge of an automated record keeping system; follow instructions; follow safe work practices; improve gas and arc welding skills; use a fleet data management system using a hand held device and desktop computer.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; ~~prolonged periods of time~~
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise; ~~exposure to~~ ~~potentially~~ ~~hazardous~~ chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, ~~dust~~ ~~dust~~, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to ~~the~~ risk of electrical shock. The noise level in the work environment is usually loud. May be required to work overtime or be required to adjust schedule due to special events. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk, ~~or~~ bend over for prolonged periods of time when working on ~~irrigation equipment~~ ~~vehicles~~, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

MECHANIC

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Performs maintenance and repair services on District vehicles and equipment; maintains and repairs gasoline, diesel, battery and electric-powered automotive, heavy, and light construction, and other power-driven equipment.

ESSENTIAL JOB FUNCTIONS

- Perform skilled maintenance and repair duties involving repairs to gasoline and diesel-powered automotive, heavy, and light construction, and other power-driven equipment.
- Inspect, diagnose, and locate mechanical difficulties on a variety of gasoline or diesel-powered District vehicles and equipment, using state of the art electronic equipment.
- Diagnose, maintain, and repair electrical systems components, ignition systems, computers, alternators, high voltage power generators, starters, and batteries.
- Diagnose, maintain, repair, and recondition hydraulic systems; diagnose and repair front and rear drive axles, drive train components, belts, gears, chain drives and propeller shafts.
- Replace or repair faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
- Tune up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body and port fuel injection systems and propane fuel systems; repair and maintain emission control and alternative fuel systems.
- Diagnose, repair and/or replace components including generators, distributors, relays, lights, switches, and high voltage light systems; repair, adjust and replace brake systems including wheel cylinders, master cylinders, disc pads, machine drums and rotors, hydraulic and air brakes.

- Weld, fabricate and assemble parts and equipment for District automotive and heavy equipment; fabricate and modify tools as needed.
- Repair chain saws, weed eaters, trimmers, blowers, edgers, and pressure washers.
- Assist in the purchasing of equipment maintenance parts and materials.
- Respond to mechanical field emergencies as needed.
- Document parts used and labor for each work order to ensure the respective District department receives an accurate billing.
- Accurately determine mechanical repair needs and estimate the cost and time of repairs.
- May supervise or lead a crew.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must be 18 years of age with a high school diploma or general education degree (GED); and completion of a vocational certificate program and/or Associates Degree in automotive technology with three (3) years of experience in vehicle and motorized equipment repair and maintenance; or equivalent combination of education and experience. College courses in mechanics or related areas are highly desirable. Relevant college level courses or Certified Mechanic Certification may substitute for up to one year of experience; or equivalent combination of education and experience. Possession of or ability to obtain an appropriate smog check mechanic license, a Master Automotive Technician Certificate in the following areas: brakes, suspension and steering, electrical/electronic systems, manual drive train and axles within one year of employment. Certifications in engine repair and heating and air conditioning are required within two years of employment.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of methods, practices, materials, and tools used in the major repair and maintenance of automotive and construction equipment; machine shop tools and their use; various types of gasoline and diesel powered stationary and automotive engines and drive trains; principles and techniques used in the service and repair of air brakes; vehicular and equipment hydraulic systems; vehicular electronics and electrical systems; and the use and operation of test and repair equipment.
- Basic/intermediate knowledge of mechanical principles and practices of automotive repairs and preventive maintenance; use of tools and equipment used to make mechanical repairs and shop safe work practices.

- Ability to operate mechanical testing and repair devices; estimate time and materials needed to complete a job; read electrical and mechanical diagrams; diagnose and repair defective vehicular equipment; maintain accurate records; follow written and verbal instructions; learn more advanced electronic diagnostic methods and equipment; expand knowledge of an automated record keeping system; follow instructions; follow safe work practices; improve gas and arc welding skills; use a fleet data management system using a hand held device and desktop computer.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise, exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work overtime or be required to adjust schedule due to special events. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk, or bend over for prolonged periods of time when working on vehicles, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Park Maintenance Lead Worker
Division: Park Division
Reports To: Park Supervisor
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: April 2015
Approved By: Board of Directors
Approved Date: July 1, 2015

SUMMARY: Under general supervision, provides lead support to Park Supervisor, directs and assists subordinate personnel in performing skilled activities of grounds landscaping, maintenance and facility maintenance in accordance with District policies and procedures; receives only occasional instruction or assistance as new or unusual situations arise; ensures that daily workload and preventive maintenance of properties owned by the District are carried out. This is the lead supervisory class within the Grounds Maintenance Worker series. Employees within this class are distinguished from the Grounds Maintenance II Worker by the performance of the full range of duties as assigned in addition to performing lead supervisory responsibilities for an assigned crew.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes but are not limited to the following:

- Lead, plan, train, and review the work of a crew responsible for maintaining park grounds and recreational facilities.
- Supervise the use of and operate a variety of tools and equipment; perform general maintenance duties including refueling, changing oil, and lubricating parts, make minor adjustments and conduct equipment inspections as necessary.
- Plan, direct, and participate in a variety of plant maintenance and landscape duties including trimming shrubs, pulling weeds, mowing and edging lawns, raking recreation areas, watering the plants and sweeping.
- Oversee and schedule the maintenance and installation of park irrigation systems.
- Oversee the application of herbicides, pesticides and fertilizers; ensure compliance with the established safety procedures.
- Oversee the inspection and ensure the safety of various park facilities including, playgrounds, soccer fields, buildings, tennis courts, and ball fields.
- Verify the work of assigned employees for the accuracy, proper work method techniques, and compliance with the safety standards.
- Issue supplies for park facilities and ground maintenance, requisition maintenance materials and supplies as necessary.
- Respond to public inquiries in a courteous manner; provide information within the area of assignment.
- Prepare park facilities for special events including parades and recreation-sponsored events.
- Estimate time, materials, and equipment required for jobs assigned; requisition materials as required.
- Participate in setting forms, mixing, pouring, and finishing concrete.
- Participate in the installation and maintenance of irrigation systems.
- Oversee, participate, and schedule the custodial care and upkeep of District buildings.
- Oversee, participate, and schedule recreational set-up and takedown schedules.
- May be required to work weekends and or nights.
- Perform related duties and responsibilities as required.

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

- Thorough to comprehensive knowledge of: operations, services and activities of a grounds and recreation facilities maintenance program; principles and practices of facilities and grounds maintenance activities; current irrigation system operation and repair techniques; proper watering techniques as applied to individual plant life; principles and practices of plant maintenance including the pruning and trimming of a variety of shrubs.



Pleasant Valley Recreation and Park District Job Description

- Working to considerable knowledge of: proper uses and methods of a variety of tools and equipment used in facility and grounds maintenance; care, operation and maintenance of a variety of power tools and equipment; safe work practices.
- Thorough to comprehensive ability to: perform and lead others involved in facilities maintenance and grounds keeping; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; work independently in the absence of supervision; establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION and/or EXPERIENCE: High school diploma or General Education Degree (GED). Four (4) years of increasingly responsible experience maintaining park grounds and recreational facilities including one (1) year of supervisory responsibility or any combination of education and experience. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

LICENSE OR CERTIFICATE: Position will require daily access to a vehicle and must possess a valid California driver's license. Must possess at least four (4) of the following licenses/certificates:

1. Pesticide license
2. Playground Safety certification
3. Back Flow license
4. Class "A" license
5. Aquatic Facility Operator (AFO) certification
6. Certified Pool or Spa Operator (CPO) certification
7. Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)
8. Irrigation certification
9. Horticulture certification
10. Small Engine Repair
11. Heating Ventilation and Air Conditioning (HVAC)

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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



Pleasant Valley Recreation and Park District Job Description

environment is usually loud. May be required to work overtime, or be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK MAINTENANCE LEAD WORKER

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, provides lead support to Park Supervisor, directs and assists subordinate personnel in performing skilled activities of grounds landscaping, maintenance, and facility maintenance and safety in accordance with District policies and procedures; receives only occasional instruction or assistance as new or unusual situations arise; ensures that daily workload and preventive maintenance of properties owned by the District are carried out in a timely manner. This is the lead supervisory class within the Grounds Maintenance Worker series. Employees within this class are distinguished from the Grounds Maintenance II Worker by the performance of the full range of duties as assigned in addition to performing lead supervisory responsibilities for an assigned crew, including weekly scheduling, and assigning projects.

ESSENTIAL JOB FUNCTIONS

- Lead, plan, train, and review the work of a crew responsible for maintaining park grounds and recreational facilities.
- Supervise the use of and operate a variety of tools and equipment; perform general maintenance duties including refueling, changing oil, and lubricating parts, make minor adjustments and conduct equipment inspections as necessary.
- Plan, direct, and participate in a variety of plant maintenance and landscape duties including trimming shrubs, pulling weeds, mowing, and edging lawns, raking recreation areas, watering the plants, and sweeping.
- Oversee and schedule the maintenance and installation of park irrigation systems.
- Oversee the application of herbicides, pesticides, and fertilizers; ensure compliance with the established safety procedures.

- Oversee the inspection and ensure the safety of various park facilities including, playgrounds, soccer fields, buildings, tennis courts, and ball fields.
- Verify the work of assigned employees for ~~the accuracy~~accuracy, proper work method techniques, and compliance with the safety standards.
- Issue supplies for park facilities and ground maintenance, requisition maintenance materials and supplies as necessary.
- Respond to public inquiries in a courteous manner; provide information within the area of assignment.
- Prepare park facilities for special events including parades and recreation-sponsored events.
- Estimate time, materials, and equipment required for jobs assigned; requisition materials as required.
- Participate in setting forms, mixing, pouring, and finishing concrete.
- Participate in the installation and maintenance of irrigation systems.
- Oversee, participate, and schedule the custodial care and upkeep of District buildings.
- Oversee, participate, and schedule recreational set-up and takedown schedules.
- May be required to work weekends and or nights.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or General Education Degree (GED) ~~with-~~ Four (4) years of increasingly responsible experience maintaining park grounds and recreational facilities ~~or including one (1) year of supervisory responsibility or~~ any combination of education and experience. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Special Qualifications:

Position will require daily access to a vehicle and must possess a valid California driver's license. Must be in possession of at least four (4) certifications in which one certificate pertains to supervision/leadership skills, or twelve (12) hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicant's choice of licenses/certifications. ~~Must possess at least four (4) of the following licenses/certificates:~~

- ~~California Department of Pesticide Regulation Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL) Pesticide license~~
- ~~Certified Playground Safety Inspector (CPSI) certification Playground Safety certification~~
- ~~Backflow Prevention Assembly Tester (BPAT) Certification Back-Flow license~~
- ~~State of California Class "A" commercial driver's license Class "A" license~~
- ~~Aquatic Facility Operator (AFO) certification~~
- ~~Certified Pool or Spa Operator (CPO) certification~~
- ~~Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)~~
- ~~Irrigation certification through the Irrigation Association, California Landscape Contractors Association or from an accredited college or university course or program.~~

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Updated: 10/2023

- ~~Certified Irrigation Technician (CIT)~~
- ~~Certified Landscape Irrigation Auditor (CLIA)~~
- ~~California Landscape Contractors Association (CLCA) Water Management certification~~
- ~~Other irrigation certifications must be pre-approved by Department Head~~
- ~~_____~~
- ~~Horticulture certification from National Association of Landscape Professionals (NALP), California Landscape Contractors Association (CLCA) or an accredited college or university course or program.~~
 - ~~Other Horticulture certifications considerations must be pre-approved by Department Head~~
- ~~Small Engine Repair~~
- ~~Heating Ventilation and Air Conditioning (HVAC)~~

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Knowledge, Skills, and Abilities:

- ~~Thorough to comprehensive K~~ knowledge of: operations, services and activities of a grounds and recreation facilities maintenance program; principles and practices of facilities and grounds maintenance activities; current irrigation system operation and repair techniques; proper watering techniques as applied to individual plant life; principles and practices of plant maintenance including the pruning and trimming of a variety of shrubs.
- ~~Working to considerable K~~ knowledge of: proper uses and methods of a variety of tools and equipment used in facility and grounds maintenance; care, operation, and maintenance of a variety of power tools and equipment; safe work practices.
- ~~Thorough to comprehensive A~~ ability to: perform and lead others involved in facilities maintenance and grounds keeping; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; work independently in the absence of supervision; establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; - prolonged periods of time.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Updated: 10/2023

- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise. exposure ~~to potentially hazardous~~ potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, ~~dust~~ dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work ~~overtime, or~~ overtime or be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

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Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK MAINTENANCE LEAD WORKER

Department: Park Division

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, provides lead support to Park Supervisor, directs and assists subordinate personnel in performing skilled activities of grounds landscaping, maintenance, facility maintenance and safety in accordance with District policies and procedures; receives only occasional instruction or assistance as new or unusual situations arise; ensures that daily workload and preventive maintenance of properties owned by the District are carried out in a timely manner. This is the lead supervisory class within the Grounds Maintenance Worker series. Employees within this class are distinguished from the Grounds Maintenance II Worker by the performance of the full range of duties as assigned in addition to performing lead supervisory responsibilities for an assigned crew, including weekly scheduling, and assigning projects.

ESSENTIAL JOB FUNCTIONS

- Lead, plan, train, and review the work of a crew responsible for maintaining park grounds and recreational facilities.
- Supervise the use of and operate a variety of tools and equipment; perform general maintenance duties including refueling, changing oil, and lubricating parts, make minor adjustments and conduct equipment inspections as necessary.
- Plan, direct, and participate in a variety of plant maintenance and landscape duties including trimming shrubs, pulling weeds, mowing, and edging lawns, raking recreation areas, watering the plants, and sweeping.
- Oversee and schedule the maintenance and installation of park irrigation systems.
- Oversee the application of herbicides, pesticides, and fertilizers; ensure compliance with the established safety procedures.

- Oversee the inspection and ensure the safety of various park facilities including playgrounds, soccer fields, buildings, tennis courts, and ball fields.
- Verify the work of assigned employees for accuracy, proper work method techniques, and compliance with the safety standards.
- Issue supplies for park facilities and ground maintenance, requisition maintenance materials and supplies as necessary.
- Respond to public inquiries in a courteous manner; provide information within the area of assignment.
- Prepare park facilities for special events including parades and recreation-sponsored events.
- Estimate time, materials, and equipment required for jobs assigned; requisition materials as required.
- Participate in setting forms, mixing, pouring, and finishing concrete.
- Participate in the installation and maintenance of irrigation systems.
- Oversee, participate, and schedule the custodial care and upkeep of District buildings.
- Oversee, participate, and schedule recreational set-up and takedown schedules.
- May be required to work weekends and or nights.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or General Education Degree (GED) with four (4) years of increasingly responsible experience maintaining park grounds and recreational facilities or any combination of education and experience. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Special Qualifications:

Position will require daily access to a vehicle and must possess a valid California driver's license. Must be in possession of at least four (4) certifications in which one certificate pertains to supervision/leadership skills, or twelve (12) hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicant's choice of licenses/certifications. Must possess at least four (4) of the following licenses/certifications: California Department of Pesticide Regulation Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL)Pesticide license

- Certified Playground Safety Inspector (CPSI) certification
- Backflow Prevention Assembly Tester (BPAT) Certification
- State of California Class "A" commercial driver's license
- Aquatic Facility Operator (AFO) certification
- Certified Pool or Spa Operator (CPO) certification
- Tree Worker or Arborist Certification by the International Society of Arboriculture (ISA)
- Irrigation certification through the Irrigation Association, California Landscape Contractors Association or from an accredited college or university course or program.
 - Certified Irrigation Technician (CIT)

- Certified Landscape Irrigation Auditor (CLIA)
- California Landscape Contractors Association (CLCA) Water Management certification
- Other irrigation certifications must be pre-approved by Department Head
- Horticulture certification from National Association of Landscape Professionals (NALP), California Landscape Contractors Association (CLCA) or an accredited college or university course or program.
 - Other Horticulture certifications considerations must be pre-approved by Department Head
- Small Engine Repair
- Heating Ventilation and Air Conditioning (HVAC)

Knowledge, Skills, and Abilities:

- Knowledge of operations, services and activities of a grounds and recreation facilities maintenance program; principles and practices of facilities and grounds maintenance activities; current irrigation system operation and repair techniques; proper watering techniques as applied to individual plant life; principles and practices of plant maintenance including the pruning and trimming of a variety of shrubs.
- Knowledge of proper uses and methods of a variety of tools and equipment used in facility and grounds maintenance; care, operation, and maintenance of a variety of power tools and equipment; safe work practices.
- Ability to perform and lead others involved in facilities maintenance and grounds keeping; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; work independently in the absence of supervision; establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.

- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise. exposure to potentially hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to work overtime or be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Park Ranger
Department: Parks
Reports To: Park Superintendent
FLSA Status: Non-exempt

Location: All District Parks and Facilities
Prepared Date: April 2016
Approved by: Board of Directors
Approved Date: April 6, 2016

SUMMARY: Patrol and police parks and facilities under the jurisdiction of the Pleasant Valley Recreation and Park District.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Responsible for compliance with security policies and procedures. In conjunction with the Park Superintendent, in reference to responsibility of the security and safety within the Park Patrol Program ability to analyze security and safety practices and procedures and to alert staff of any changes.
- Establish and maintain an open and effective system of communication throughout the organization.
- Ensure that appropriate image and approach are being consistently exercised within the Division.
- Assists in providing information to the general public; answers inquiries and complaints concerning park conditions, operations and maintenance.
- Explains and interprets rules and other applicable regulations to patrons of the District's park and recreational facilities; and ensures compliance with those rules and regulations.
- Provides crowd control and enforces safety at special events.
- Protects park patrons and park employees against unruly elements.
- Provides assistance in emergencies enforces safety and precautions and administers first aid when necessary.
- Ensure adherence to parking rules within the parks and facilities.
- Checks security of buildings against fire, vandalism, damage and theft.
- Investigates and takes the necessary action on disturbances, violations of park rules and other applicable regulations, and investigates accidents and injuries and hazardous conditions.
- Works with other law enforcement agencies where a situation is beyond the Park Patrol's control or expertise (i.e., drug violations), and works with police agencies in other areas of law enforcement that occur in the parks and facilities where assistance is required.
- Patrols assigned areas.
- Patrols areas on foot or in a patrol vehicle to promote an orderly and congenial atmosphere among park visitors.
- Keeps a record of patrol time and activities and prepares reports.
- Obeys and properly executes orders issued by Superintendent.
- Under supervision, issues warnings and citations for appropriate ordinances.
- Compliance of park regulations and if needed, utilizes law enforcement agencies to achieve compliance.
- Administers emergency first aid to sick or injured park visitors.
- Issues warnings and/or citations, when necessary, to patrons who violate District rules.
- May be mobilized in the event of a disaster.

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

EDUCATION and/or EXPERIENCE: Associate of Science Degree with work in natural resources or closely related field; one year experience; or two years related experience and/or training; or equivalent combination of education and experience.



Pleasant Valley Recreation and Park District Job Description

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid Driver's License and maintain a clean Department Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required. Must possess a current and valid AB832 Certificate.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK RANGER

Department: Park Division

Pay Grade: P104

FLSA Status: Non-Exempt

JOB SUMMARY

Patrol and police parks and facilities under the jurisdiction of the Pleasant Valley Recreation and Park District.

ESSENTIAL JOB FUNCTIONS

- Responsible for compliance with security policies and procedures. In conjunction with the Park Superintendent, in reference to responsibility of the security and safety within the Park Patrol Program ability to analyze security and safety practices and procedures and to alert staff of any changes.
- Establish and maintain an open and effective system of communication throughout the organization.
- Ensure that appropriate image and approach are being consistently exercised within the Division.
- Assist~~s~~ in providing information to the general public; answer~~s~~ inquiries and complaints concerning park conditions, ~~operations~~operations, and maintenance.
- Explain~~s~~ and interpret~~s~~ rules and other applicable regulations to patrons of the District's park and recreational facilities; and ensure~~s~~ compliance with those rules and regulations.
- Provide~~s~~ crowd control and enforce~~s~~ safety at special events.
- Protect~~s~~ park patrons and park employees against unruly elements.
- Provide~~s~~ assistance in emergencies; enforce~~s~~ safety and precautions and administer~~s~~ first aid when necessary.
- Ensure adherence to parking rules within the parks and facilities.
- Check~~s~~ security of buildings against fire, vandalism, damage~~e~~, and theft.

- Investigate~~s~~ and take~~s~~ the necessary action on disturbances, violations of park rules and other applicable regulations, and investigate~~s~~ accidents, ~~and~~ injuries and hazardous conditions.
- Work~~s~~ with other law enforcement agencies where a situation is beyond the Park Patrol's control or expertise (i.e., drug violations), and work~~s~~ with police agencies in other areas of law enforcement that occur in the parks and facilities where assistance is required.
- Patrol~~s~~ assigned areas.
- Patrol~~s~~ areas on foot or in a patrol vehicle to promote an orderly and congenial atmosphere among park visitors.
- Keep~~s~~ a record of patrol time and activities and prepare~~s~~ reports.
- Obey~~s~~ and properly execute~~s~~ orders issued by Superintendent.
- Under supervision, issue~~s~~ warnings and citations for appropriate ordinances.
- Compliance of park regulations and if needed, utilize~~s~~ law enforcement agencies to achieve compliance.
- Administer~~s~~ emergency first aid to sick or injured park visitors.
- Issue~~s~~ warnings and/or citations, when necessary, to patrons who violate District rules.
- May be mobilized in the event of a disaster.
- Perform~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate of Science Degree with work in natural resources or closely related field; ~~one-year experience; or two (2) years~~ related experience and/or training; or equivalent combination of education and experience.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California ~~d~~Driver's ~~l~~icense and maintain a clean Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required. Must possess a current and valid AB832 Certificate.

Knowledge, Skills, and Abilities:

- Knowledge of standards and methods for operating public facilities and their appurtenances; laws, ordinances, ~~rules~~rules, and regulations pertaining to park operations; basic safety, first aid, and lifesaving techniques; basic law enforcement techniques; specialized equipment and its uses.

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PHYSICAL DEMANDS

The work is categorized as medium. ~~_____~~ Additionally, the following physical abilities are required:

- ~~Mobility: While performing the duties of this job, the employee is~~ frequently required to stand; sit; twist, and ~~use hands to~~
- ~~finger, handle, or feel.~~ ~~The employee is frequently required to~~ walk; reach with hands and arms; climb or balance;
- ~~stoop, kneel, crouch, or crawl.~~ ~~and talk or hear.~~
- ~~Lifting: The employee must~~ frequently lift and/or move up to 10 pounds,
- frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- ~~Dexterity: use hands to~~ ~~finger, handle, or feel.~~
- ~~Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.~~
- ~~Vision: Specific vision~~
- abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception,
- and ability to adjust focus.
- ~~Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.~~
- ~~Environmental: frequent exposure to heat, cold, and inclement weather conditions.~~

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WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK RANGER

Department: Park Division

Pay Grade: P104

FLSA Status: Non-Exempt

JOB SUMMARY

Patrol and police parks and facilities under the jurisdiction of the Pleasant Valley Recreation and Park District.

ESSENTIAL JOB FUNCTIONS

- Responsible for compliance with security policies and procedures. In conjunction with the Park Superintendent, in reference to responsibility of the security and safety within the Park Patrol Program ability to analyze security and safety practices and procedures and to alert staff of any changes.
- Establish and maintain an open and effective system of communication throughout the organization.
- Ensure that appropriate image and approach are being consistently exercised within the Division.
- Assist in providing information to the general public; answer inquiries and complaints concerning park conditions, operations, and maintenance.
- Explain and interpret rules and other applicable regulations to patrons of the District's park and recreational facilities; and ensure compliance with those rules and regulations.
- Provide crowd control and enforce safety at special events.
- Protect park patrons and park employees against unruly elements.
- Provide assistance in emergencies; enforce safety and precautions and administer first aid when necessary.
- Ensure adherence to parking rules within the parks and facilities.
- Check security of buildings against fire, vandalism, damage, and theft.

- Investigate and take the necessary action on disturbances, violations of park rules and other applicable regulations, and investigate accidents, injuries and hazardous conditions.
- Work with other law enforcement agencies where a situation is beyond the Park Patrol's control or expertise (i.e., drug violations), and work with police agencies in other areas of law enforcement that occur in the parks and facilities where assistance is required.
- Patrol assigned areas.
- Patrol areas on foot or in a patrol vehicle to promote an orderly and congenial atmosphere among park visitors.
- Keep a record of patrol time and activities and prepare reports.
- Obey and properly execute orders issued by Superintendent.
- Under supervision, issue warnings and citations for appropriate ordinances.
- Compliance of park regulations and if needed, utilize law enforcement agencies to achieve compliance.
- Administer emergency first aid to sick or injured park visitors.
- Issue warnings and/or citations, when necessary, to patrons who violate District rules.
- May be mobilized in the event of a disaster.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate of Science Degree with work in natural resources or closely related field; two (2) years related experience and/or training; or equivalent combination of education and experience.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California driver's license and maintain a clean Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required. Must possess a current and valid AB832 Certificate.

Knowledge, Skills, and Abilities:

- Knowledge of standards and methods for operating public facilities and their appurtenances; laws, ordinances, rules, and regulations pertaining to park operations; basic safety, first aid, and lifesaving techniques; basic law enforcement techniques; specialized equipment and its uses.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand; sit; twist and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.

- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title:	Park Superintendent	Category:	Management
Department:	Parks	Prepared Date:	April 2006
Reports To:	General Manager	Approved by:	Board of Directors
FLSA Status:	Exempt	Approved Date:	July 1, 2015

SUMMARY: Under general direction, plan, organize, direct and manage operations maintenance and construction of park facilities and open space areas; provide administrative and technical direction to staff, in accordance with District policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Plans, directs and coordinates the alteration, repair, and maintenance of buildings, grounds, open space operations and the enforcement of District ordinances.
- Develops and recommends long-range operations and maintenance programs.
- Analyzes and determines future materials and human resource needs for capital projects and determines types, methods and cost of repairs to existing sites.
- Makes recommendations for building or repair projects and coordinates the implementation of new construction or park improvement projects, interpreting building plans and specifications to do so.
- Prepares annual budget, requests for the funding of buildings and grounds maintenance, and controls expenditures.
- Maintain records of work requests, projects scheduled and all phases of project work.
- Conducts periodic inspections of facilities and reviews the work of employees for the compliance with District standards.
- Receives, stores, and disposes of excess and/or unserviceable property pursuant to District policies and procedures.
- Selects, supervises, trains and evaluates employees.
- Recommend and implement District's customer service ethic, and changes to District policy and procedures.
- Resolves citizen and other agency complaints and issues.
- Maintain records of work requests, projects scheduled and all phases of project work.
- May be asked to negotiate union contracts.
- Will be responsible for Parks Department RFP's.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Thorough knowledge of: relevant parks and recreation program administration, organization, management and planning theories, policies, practices and techniques; related public and business administration principles and practices relative to financial management and customer-focused program development and administration.
- Thorough knowledge of the full range of supervisory principles and practices, labor relations and personnel management.
- Thorough knowledge of and ability to use computer software applicable to the duties of the position.
- Working knowledge of budgetary principles and procedures.
- Working knowledge of relevant State and Federal laws, rules and regulations.
- Ability to manage a wide variety of parks programs, activities and facilities.
- Ability to develop and maintain effective division policies, practices, and standards within public policy parameters.
- Ability to oversee the implementation of effective business procedures in enterprise operations.
- Ability to provide policy-level consultation on District Parks matters. Ability to exercise considerable judgment in planning for future parks development.



Pleasant Valley Recreation and Park District Job Description

- Ability to prepare, administer, and monitor the division budget. Ability to work with a high degree of independence.
- Ability to hire, train, assign, evaluate and discipline employees. Ability to manage personnel both directly and through subordinate supervisors. Ability to organize, direct, coordinate, evaluate and control the activities of clerical, technical and professional employees. Ability to establish and maintain effective working and public relationships and to represent Parks interests in a wide variety of venues.
- Ability to effectively develop and communicate technical recommendations to Boards, Commissions, elected officials, other governmental officials and the public. Ability to prepare and present persuasive written and oral reports and recommendations. Ability to communicate effectively both orally and in writing and to speak persuasively before diverse groups. Ability to attend meetings and other functions during the evening and/or on weekends.
- Ability to maintain adequate attendance.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in Park Administration, Ornamental Horticulture, Landscape Architecture or related field, five (5) years of increasingly responsible experience in landscape and building maintenance or crafts work including at least three (3) years of supervisory experience; or an equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: California Driver's License; Agricultural Pest Control Advisor's License, Certified Arborist, Irrigation Auditor Certificate, and Playground Safety Inspector Certificate are desirable. CPR and First Aid Certification required no later than six (6) months after employment.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK SERVICES MANAGER

Department: Park Division

Pay Grade: F110

FLSA Status: Exempt

JOB SUMMARY

Under general direction, plan, organize, direct, and manage operations maintenance and construction of park facilities and open space areas; provide administrative and technical direction to staff, in accordance with District policies and procedures. This position is responsible for the Park Rangers Program. Prepares and administers the division budget and manages capital equipment purchases and all expenditures of the division.

ESSENTIAL JOB FUNCTIONS

- Plans, directs, and coordinates the alteration, repair, and maintenance of buildings, grounds, open space operations and the enforcement of District ordinances.
- Develops and recommends long-range operations and maintenance programs.
- Analyzes and determines future materials and human resource needs for capital projects and determines types, methods, and cost of repairs to existing sites.
- Makes recommendations for building or repair projects and coordinates the implementation of new construction or park improvement projects, interpreting building plans and specifications ~~to do so~~.
- Prepares annual budget, requests for the funding of buildings and grounds maintenance, and controls expenditures.
- Maintain records of work requests, projects scheduled and all phases of project work.
- Conducts periodic inspections of facilities and reviews the work of employees for the compliance with District standards.
- Receives, stores, and disposes of excess and/or unserviceable property pursuant to District policies and procedures.
- Design and develop landscape plans related to turf mitigation.
- Selects, supervises, trains and evaluates employees.

- Recommend and implement District's customer service ethic, and changes to District policy and procedures.
- Prepare and present recommendations related to policies, procedures, budget, contracts, bids, etc.
- Attend monthly Board, Committee, and upper-level management meetings.
- Resolves citizen and other agency complaints and issues.
- ~~Maintain records of work requests, projects scheduled and all phases of project work.~~
- May be asked to negotiate union contracts.
- Will be responsible for Parks Department RFP's.
- Respond to emergency situations as needed.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's ~~d~~egree in ~~p~~ark ~~a~~Administration, ~~o~~Ornamental ~~h~~orticulture, ~~l~~andscape ~~a~~rchitecture or related field with ~~four~~ive (45) years of increasingly responsible experience in landscape and building maintenance or crafts work ~~including at least three (3) years of supervisory experience;~~ or an equivalent combination of education and experience.

Special Qualifications:

California ~~d~~river's ~~l~~icense; Agricultural Pest Control Advisor's License, Certified Arborist, Irrigation Auditor Certificate, and Playground Safety Inspector Certificate are desirable. Certified Park and Recreation Professional (CPRP) as granted by the National Recreation and Park Association (NRPA) is preferred. CPR and First Aid Certification required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- Knowledge of relevant parks and recreation program administration, organization, management and planning theories, policies, practices, and techniques; related public and business administration principles and practices relative to financial management and customer-focused program development and administration.
- ~~Knowledge of the full range of supervisory principles and practices, labor relations and personnel management.~~
- Knowledge of and ability to use computer software applicable to the duties of the position.
- Knowledge of budgetary principles and procedures.
- Knowledge of relevant State and Federal laws, rules, and regulations.
- Ability to manage a wide variety of parks programs, activities, and facilities.
- Ability to develop and maintain effective division policies, practices, and standards within public policy parameters.
- Ability to oversee the implementation of effective business procedures in enterprise operations.
- Ability to provide policy-level consultation on District Parks matters.

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- Ability to exercise considerable judgment in planning for future parks development.
- Ability to prepare, administer, and monitor the division budget.
- Ability to work with a high degree of independence.
- Ability to hire, train, assign, evaluate, and discipline employees. Ability to manage personnel both directly and through subordinate supervisors. Ability to organize, direct, coordinate, evaluate, and control the activities of clerical, technical and professional employees.
- Ability to establish and maintain effective working and public relationships and to represent Parks interests in a wide variety of venues.
- Ability to effectively develop and communicate technical recommendations to Boards, Commissions, elected officials, other governmental officials, and the public. Ability to prepare and present persuasive written and oral reports and recommendations. Ability to communicate effectively both orally and in writing and to speak persuasively before diverse groups. Ability to attend meetings and other functions during the evening and/or on weekends.
- Ability to maintain adequate attendance.

Commented [MO1]: Why is this only in this job description?

Commented [KD2R1]: It really shouldn't be in any of them, it's in our personnel policy

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand; sit; twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

The work is categorized as heavy. Additionally, the following physical abilities are required:

Commented [MO3]: This position shouldn't be doing the day to day in the field..is this marked heavy as they could perform this skills and if so is there a percentage of time?

Commented [KD4R3]: I changed the category to medium

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl for prolonged periods of time; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; prolonged periods of time.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Commented [MO5]: Again 50 lbs. frequently doesn't seem correct for this position.

- ~~Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.~~
- ~~Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.~~
- ~~Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.~~
- ~~Environmental: frequent exposure to noise, exposure to potentially hazardous to potentially hazardous chemicals, heat, cold, and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dustdust, and air contaminants.~~

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May ~~be required to work overtime, or overtime or~~ be required to adjust schedule due to special events.

Commented [MO6]: Exempt position so there is no overtime.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK SERVICES MANAGER

Department: Park Division

Pay Grade: F110

FLSA Status: Exempt

JOB SUMMARY

Under general direction, plan, organize, direct, and manage operations maintenance and construction of park facilities and open space areas; provide administrative and technical direction to staff, in accordance with District policies and procedures. This position is responsible for the Park Rangers Program. Prepares and administers the division budget and manages capital equipment purchases and all expenditures of the division.

ESSENTIAL JOB FUNCTIONS

- Plan, direct, and coordinate the alteration, repair, and maintenance of buildings, grounds, open space operations and the enforcement of District ordinances.
- Develop and recommend long-range operations and maintenance programs.
- Analyze and determine future materials and human resource needs for capital projects and determine types, methods, and cost of repairs to existing sites.
- Make recommendations for building or repair projects and coordinate the implementation of new construction or park improvement projects, interpret building plans and specifications.
- Prepare annual budget, request for the funding of buildings and grounds maintenance, and control expenditures.
- Maintain records of work requests, projects scheduled and all phases of project work.
- Conduct periodic inspections of facilities and review the work of employees for the compliance with District standards.
- Receive, store, and dispose of excess and/or unserviceable property pursuant to District policies and procedures.
- Design and develop landscape plans related to turf mitigation.
- Select, supervise, train, and evaluate employees.

- Recommend and implement District's customer service ethic, and changes to District policy and procedures.
- Prepare and present recommendations related to policies, procedures, budget, contracts, bids, etc.
- Attend monthly Board, Committee, and upper-level management meetings.
- Resolve citizen and other agency complaints and issues.
- May be asked to negotiate union contracts.
- Will be responsible for Parks Department RFP's.
- Respond to emergency situations as needed.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in park administration, ornamental horticulture, landscape architecture or related field with four (4) years of increasingly responsible experience in landscape and building maintenance or crafts work; or an equivalent combination of education and experience.

Special Qualifications:

California driver's license; Agricultural Pest Control Advisor's License, Certified Arborist, Irrigation Auditor Certificate, and Playground Safety Inspector Certificate are desirable. Certified Park and Recreation Professional (CPRP) as granted by the National Recreation and Park Association (NRPA) is preferred. CPR and First Aid Certification required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- Knowledge of relevant parks and recreation program administration, organization, management and planning theories, policies, practices, and techniques; related public and business administration principles and practices relative to financial management and customer-focused program development and administration.
Knowledge of the full range of supervisory principles and practices, labor relations and personnel management.
- Knowledge of and ability to use computer software applicable to the duties of the position.
- Knowledge of budgetary principles and procedures.
- Knowledge of relevant State and Federal laws, rules, and regulations.
- Ability to manage a wide variety of parks programs, activities, and facilities.
- Ability to develop and maintain effective division policies, practices, and standards within public policy parameters.
- Ability to oversee the implementation of effective business procedures in enterprise operations.
- Ability to provide policy-level consultation on District Parks matters.
- Ability to exercise considerable judgment in planning for future parks development.
- Ability to prepare, administer, and monitor the division budget.
- Ability to work with a high degree of independence.

- Ability to hire, train, assign, evaluate, and discipline employees. Ability to manage personnel both directly and through subordinate supervisors. Ability to organize, direct, coordinate, evaluate, and control the activities of clerical, technical and professional employees.
- Ability to establish and maintain effective working and public relationships and to represent Parks interests in a wide variety of venues.
- Ability to effectively develop and communicate technical recommendations to Boards, Commissions, elected officials, other governmental officials, and the public. Ability to prepare and present persuasive written and oral reports and recommendations. Ability to communicate effectively both orally and in writing and to speak persuasively before diverse groups. Ability to attend meetings and other functions during the evening and/or on weekends.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand; sit; twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title:	Park Supervisor	Category:	Management
Department:	Parks	Prepared Date:	April 2015
Reports To:	Park Superintendent	Approved by:	Board of Directors
FLSA Status:	Exempt	Approved Date:	July 1, 2015

SUMMARY: Under general direction, plans, organizes, coordinates, directs and participates in the maintenance, construction and repair of park, recreation and public facility landscapes, maintaining buildings, structures and facilities. Performs contract administration for contractual parks and facilities. Assists in the preparation and administration of budgets; ensures safe work practices, work quality and accuracy; prepares, supervises and maintains work records and reports; serves as a technical resource for assigned personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Plan, prioritize, assign, supervise and review the work of crews/contractors involved in grounds, facilities and aquatic center equipment maintenance and repair.
- Assist in budget preparation and resource allocation of equipment and materials based on maintenance and safety standards and user needs.
- Ensure that employees are thoroughly trained in all phases of their jobs. Monitor and provide statistics on staff productivity.
- Administer and monitor contract performance.
- Evaluate requests for proposal (RFP) and/or quotations, including assisting in the preparation of RFP's, evaluating and negotiating proposals and/or quotations.
- Negotiate contracts and purchase orders for price, delivery requirements, payment terms, warranty, etc.
- Monitors contract performance and assures compliance to contract requirements.
- Maintain accurate records for time, material and equipment use.
- Develop and implement staff and equipment deployment schedules to maximize effectiveness.
- Participate in the selection of division staff and volunteers; provide or coordinate staff training; work with employees to improve performance or take corrective action and implement discipline procedures in accordance with District policy.
- Respond to user's concerns, problems or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve park safety, security and accessibility.
- Maintain a visible profile in the community and with employees, through field visits and inspection of parks, grounds, facilities and equipment, noting needs for maintenance and repairs. Observe the work of crews, while in progress and provide technical advice and assistance as needed.
- Supervise and train staff in the safe application and use of equipment, pesticides, and fertilizers per federal, state and local laws and mandates.

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

- Thorough to comprehensive knowledge of: operations, services and activities of a grounds and recreation facilities maintenance program; principles and practices of facilities and grounds maintenance activities; current irrigation system operation and repair techniques; proper watering techniques as applied to individual plant life; principles and practices of plant maintenance including the pruning and trimming of a variety of shrubs; types and levels of maintenance and repair activities generally performed in a maintenance, repair and operation program for 1) horticultural and park grounds, 2) an aquatic center maintenance, 3) a quality facilities maintenance and repair program, and 4) contracts and purchase orders for price, delivery requirements, payment terms, warranty, etc.



Pleasant Valley Recreation and Park District Job Description

- Working to considerable knowledge of: proper uses and methods of a variety of tools and equipment used in facility and grounds maintenance; care, operation and maintenance of a variety of power tools and equipment; safe work practices.
- Thorough to comprehensive ability to: supervise others involved in facilities maintenance and grounds keeping; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; work independently in the absence of supervision; establish and maintain effective working relationships with those contacted in the course of work.
- Considerable to thorough knowledge of: principles of supervision, employee motivation, training, and performance evaluation; common office practices; basic office equipment.

EDUCATION and/or EXPERIENCE: Must have a high school diploma or general education degree (GED); Bachelors of Arts degree preferred in ornamental horticulture, landscape architecture, park maintenance, natural resources, soils or related field; plus a minimum five (5) years' experience or specialized training in horticulture, turf management, facilities management; and must possess a minimum of three (3) years' experience negotiating contracts and purchase orders for price, delivery requirements, payment terms and warranty; and four years supervisory level responsibilities.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires above average amount of driving, therefore, must possess a valid California Class C Driver's License and maintain a clean California Department Motor Vehicle record. Will drive a District vehicle in the course of job duties and must be able to drive both automatic and manual transmission vehicles. Position involves driving to various District locations during the course of work and drive to events as a representative of the District. Ability to obtain a CDPR Pesticide Applicator's Certificate, Landscape Maintenance Category within one year of appointment. Ability to obtain an Aquatic Facility Operator's certification within two years of appointment. CPR and First Aid Certification required no later than six (6) months after employment.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK SUPERVISOR

Department: Park Division

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

Under general direction, plans, organizes, coordinates, directs and participates in the maintenance, construction and repair of park, recreation, and public facility landscapes, maintaining buildings, structures, and facilities. Performs contract administration for contractual parks and facilities. Assists in the preparation and administration of budgets; ensures safe work practices, work quality and accuracy; prepares, supervises, and maintains work records and reports; serves as a technical resource for assigned personnel.

ESSENTIAL JOB FUNCTIONS

- Plan, prioritize, assign, supervise, and review the work of crews/contractors involved in grounds, facilities and aquatic center equipment maintenance and repair.
- Coordinate, oversee and supervise the planning, design, and impact of new construction, park improvements, and alterations and interpreting building plans and specifications of all District parks, and facilities.
- Assist in budget preparation and resource allocation of equipment and materials based on maintenance and safety standards and user needs.
- Ensure that employees are thoroughly trained in all phases of their jobs. Monitor and provide statistics on staff productivity.
- Administer and monitor contract performance.
- Evaluate requests for proposal (RFP) and/or quotations, including assisting in the preparation of RFP's, evaluating, and negotiating proposals and/or quotations.
- Negotiate contracts and purchase orders for price, delivery requirements, payment terms, warranty, etc.
- Monitors contract performance and assures compliance to contract requirements.

- Maintain accurate records for time, material, and equipment use.
- Develop and implement staff and equipment deployment schedules to maximize effectiveness.
- Participate in the selection of division staff and volunteers; provide or coordinate staff training; work with employees to improve performance or take corrective action and implement discipline procedures in accordance with District policy.
- Respond to user's concerns, problems, or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve park safety, security, and accessibility.
- Maintain a visible profile in the community and with employees, through field visits and inspection of parks, grounds, facilities, and equipment, noting needs for maintenance and repairs. Observe the work of ~~erews,crews~~ while in progress and provide technical advice and assistance as needed.
- Supervise and train staff in the safe application and use of equipment, pesticides, and fertilizers per federal, state, and local laws and mandates.
- Perform ~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have a ~~n associate -high school diploma or general education degree (GED); Bachelors of Arts degree -preferred~~ in ornamental horticulture, landscape architecture, park maintenance, natural resources, soils or related field; plus a minimum ~~of fourive (45)~~ years ~~of 2-~~experience or specialized training in horticulture, turf management, facilities management; ~~and must possess a minimum of three (3) years' experience negotiating contracts and purchase orders for price, delivery requirements, payment terms and warranty -preferred; and four years supervisory level responsibilities.~~

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California Class C ~~d~~Driver's ~~l~~License and maintain a clean California Department ~~of~~ Motor Vehicle record. Will drive a District vehicle in the course of job duties and must be able to drive both automatic and manual transmission vehicles. ~~This p~~Position involves driving to various District locations during the course of work and drive to events as a representative of the District. Ability to obtain a CDPR Pesticide Applicator's Certificate, Landscape Maintenance Category within one year of appointment. Ability to obtain an Aquatic Facility Operator's certification within two years of appointment. CPR and First Aid Certification required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- ~~Thorough to comprehensive -K~~knowledge of: operations, services and activities of a grounds and recreation facilities maintenance program; principles and practices of facilities and grounds maintenance activities; current irrigation system operation and repair techniques; proper watering techniques as applied to individual plant life; principles and practices of plant maintenance including the pruning and trimming of a variety of shrubs; types and levels of maintenance and repair activities generally

Updated: 10/2023

performed in a maintenance, repair and operation program for 1) horticultural and park grounds, 2) an aquatic center maintenance, 3) a quality facilities maintenance and repair program, and 4) contracts and purchase orders for price, delivery requirements, payment terms, warranty, etc.

- ~~Working to considerable knowledge of:~~ proper uses and methods of a variety of tools and equipment used in facility and grounds maintenance; care, operation, and maintenance of a variety of power tools and equipment; safe work practices.
- Knowledge of principles of supervision, employee motivation, training, and performance evaluation; common office practices; basic office equipment.
- ~~Thorough to comprehensive ability to:~~ supervise others involved in facilities maintenance and grounds keeping; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; work independently in the absence of supervision; establish and maintain effective working relationships with those contacted in the course of work.
- ~~Considerable to thorough knowledge of:~~ principles of supervision, employee motivation, training, and performance evaluation; common office practices; basic office equipment.

PHYSICAL DEMANDS

The work is categorized as heavy. ——— Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl for prolonged periods of time; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle. ~~prolonged periods of time~~
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise, exposure ~~to potentially hazardous~~ potentially hazardous chemicals, heat, cold, and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to **the** risk of electrical shock. The noise level in the work environment is usually loud. May be required to ~~work overtime, or overtime or be required to~~ adjust schedule due to special events.

Commented [MO1]: Exempt position so there is no overtime.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PARK SUPERVISOR

Department: Park Division

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

Under general direction, plans, organizes, coordinates, directs and participates in the maintenance, construction and repair of park, recreation, and public facility landscapes, maintaining buildings, structures, and facilities. Performs contract administration for contractual parks and facilities. Assists in the preparation and administration of budgets; ensures safe work practices, work quality and accuracy; prepares, supervises, and maintains work records and reports; serves as a technical resource for assigned personnel.

ESSENTIAL JOB FUNCTIONS

- Plan, prioritize, assign, supervise, and review the work of crews/contractors involved in grounds, facilities and aquatic center equipment maintenance and repair.
- Coordinate, oversee and supervise the planning, design, and impact of new construction, park improvements, and alterations and interpreting building plans and specifications of all District parks, and facilities.
- Assist in budget preparation and resource allocation of equipment and materials based on maintenance and safety standards and user needs.
- Ensure that employees are thoroughly trained in all phases of their jobs. Monitor and provide statistics on staff productivity.
- Administer and monitor contract performance.
- Evaluate requests for proposal (RFP) and/or quotations, including assisting in the preparation of RFP's, evaluating, and negotiating proposals and/or quotations.
- Negotiate contracts and purchase orders for price, delivery requirements, payment terms, warranty, etc.
- Monitors contract performance and assures compliance to contract requirements.
- Maintain accurate records for time, material, and equipment use.

- Develop and implement staff and equipment deployment schedules to maximize effectiveness.
- Participate in the selection of division staff and volunteers; provide or coordinate staff training; work with employees to improve performance or take corrective action and implement discipline procedures in accordance with District policy.
- Respond to user's concerns, problems, or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve park safety, security, and accessibility.
- Maintain a visible profile in the community and with employees, through field visits and inspection of parks, grounds, facilities, and equipment, noting needs for maintenance and repairs. Observe the work of crews while in progress and provide technical advice and assistance as needed.
- Supervise and train staff in the safe application and use of equipment, pesticides, and fertilizers per federal, state, and local laws and mandates.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Must have an associate degree in ornamental horticulture, landscape architecture, park maintenance, natural resources, soils or related field; plus a minimum of four (4) years of experience or specialized training in horticulture, turf management, facilities management; experience negotiating contracts and purchase orders for price, delivery requirements, payment terms and warranty preferred.

Special Qualifications:

Position requires above average amount of driving, therefore, must possess a valid California Class C driver's license and maintain a clean California Department of Motor Vehicle record. Will drive a District vehicle in the course of job duties and must be able to drive both automatic and manual transmission vehicles. This position involves driving to various District locations during the course of work and drive to events as a representative of the District. Ability to obtain a CDPR Pesticide Applicator's Certificate, Landscape Maintenance Category within one year of appointment. Ability to obtain an Aquatic Facility Operator's certification within two years of appointment. CPR and First Aid Certification required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- Knowledge of operations, services and activities of a grounds and recreation facilities maintenance program; principles and practices of facilities and grounds maintenance activities; current irrigation system operation and repair techniques; proper watering techniques as applied to individual plant life; principles and practices of plant maintenance including the pruning and trimming of a variety of shrubs; types and levels of maintenance and repair activities generally performed in a maintenance, repair and operation program for 1) horticultural and park grounds, 2) an aquatic center maintenance, 3) a quality facilities maintenance and repair program, and 4) contracts and purchase orders for price, delivery requirements, payment terms, warranty, etc.

- Knowledge of proper uses and methods of a variety of tools and equipment used in facility and grounds maintenance; care, operation, and maintenance of a variety of power tools and equipment; safe work practices.
- Knowledge of principles of supervision, employee motivation, training, and performance evaluation; common office practices; basic office equipment.
- Ability to supervise others involved in facilities maintenance and grounds keeping; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; work independently in the absence of supervision; establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, walk, bend; reach, push and pull with hands and arms; climb or balance; stoop, kneel, crouch, or crawl for prolonged periods of time; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle.
- Lifting: frequently up to 50 pounds; occasionally up to 100 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision. close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent use of hands to finger, handle, or feel; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise, exposure to potentially hazardous chemicals, heat, cold, and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. May be required to adjust schedule due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Aquatic Center Assistant Manager
Department: Recreation
Reports To: Recreation Supervisor or as assigned
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: June 2022
Approved by: Board of Directors
Approved Date: July 6, 2022

SUMMARY: Under general supervision, this position performs a variety of complex and responsible aquatic and administrative duties to assist management and operation of a fast paced, indoor aquatic center in accordance with District policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus on high quality customer service, in depth knowledge of aquatics and overall facility management and operation. Position will require some holiday, evening and/or weekend work assignments. Performs additional duties as assigned:

- May open, close, secure, and maintain a safe program environment and facility that align with District rules and regulations
- Develop, conduct, promote, supervise, and participate in various aquatic activities, programs, and rentals to include use of equipment, and District reports
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance
- Demonstrate continuous effort to improve operations, streamline work processes within the aquatic center and other departments
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare District reports
- Will support with marketing/programming material for the Aquatic Center
- Serve as lead support for aquatic staff to include scheduling management, in-service trainings, and lifeguard/programming support.
- Respond to injuries, and preform water rescues by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment in addition to cleaning and stocking facilities

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

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

EDUCATION and/or EXPERIENCE: A High School Diploma or GED with minimum of two years of lifeguard experience, or equivalent combination of education and experience. Previous supervisory, facility management, or college coursework highly desirable.

CERTIFICATES, LICENSES, REGISTRATIONS: American Red Cross certifications: Lifeguard, First Aid and CPR for the Professional Rescuer with Title 22 required and obtain Water Safety Instructor (WSI) certification within 12 months of employment; American Red Cross Lifeguard Instructor certification, Certified Pool Operator or Aquatic Facility Operator desirable. Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid Driver's License with a clean California Department Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District.



Pleasant Valley Recreation and Park District Job Description

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee is required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. While performing the duties of this job, the employee is regularly required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; talk or hear and taste or smell; climb and balance.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Works inside and outside in seasonal climate and weather conditions; works on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to different locations; works irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

AQUATICS CENTER ASSISTANT MANAGER

Department: Recreation
Pay Grade: P102
FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, this position will performs a variety of complex and responsible aquatic and administrative duties to assist management and operation of a fast paced, indoor aquatic center in accordance with District policies and procedures.

ESSENTIAL JOB FUNCTIONS

- Will ~~May open~~open, close, secure, and maintain a safe program environment and facility that aligns with District rules and regulations.
- Develop, conduct, promote, supervise, and participate in various aquatic activities, programs, and rentals to include use of equipment, and District reports.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance.
- Demonstrate continuous effort to improve operations, and streamline work processes within the aquatic center and other departments.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy; ~~;~~ receive payment, count money, ~~;~~ and make change; ~~;~~ and prepare District reports.
- Will support with marketing/programming material for the Aquatic Center.
- Serve as lead support for aquatic staff to include scheduling management, in-service ~~training~~training, and lifeguard/programming support.
- Respond to injuries, and ~~perform~~perform water rescues by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures.

- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment in addition to cleaning and stocking facilities.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

A High School Diploma or GED with minimum of two years of lifeguard experience, or equivalent combination of education and experience. Previous supervisory, facility management, or college coursework highly desirable.

Special Qualifications:

American Red Cross certifications: Lifeguard, First Aid and CPR for the Professional Rescuer with Title 22 required and obtain Water Safety Instructor (WSI) certification within 12 months of employment; American Red Cross Lifeguard Instructor certification, Certified Pool Operator or Aquatic Facility Operator desirable. Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, ~~and~~ possess a valid Driver's License with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District.

Knowledge, Skills, and Abilities:

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

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequent use of office equipment; frequently required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, crawl, climb, and balance.
- Lifting: frequently up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Taste and/or smell.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Works inside and outside in seasonal climate and weather conditions; works on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to different locations; works irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

AQUATICS CENTER ASSISTANT MANAGER

Department: Recreation
Pay Grade: P102
FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, this position will perform a variety of complex and responsible aquatic and administrative duties to assist management and operation of a fast paced, indoor aquatic center in accordance with District policies and procedures.

ESSENTIAL JOB FUNCTIONS

- Will open, close, secure, and maintain a safe program environment and facility that aligns with District rules and regulations.
- Develop, conduct, promote, supervise, and participate in various aquatic activities, programs, and rentals to include use of equipment, and District reports.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance.
- Demonstrate continuous effort to improve operations, and streamline work processes within the aquatic center and other departments.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy; receive payment, count money, and make change; prepare District reports.
- Will support with marketing/programming material for the Aquatic Center.
- Serve as lead support for aquatic staff to include scheduling management, in-service training, and lifeguard/programming support.
- Respond to injuries, and perform water rescues by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures.
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment in addition to cleaning and stocking facilities.
- Perform other related duties as assigned.

QUALIFICATIONS**Education and Experience:**

A High School Diploma or GED with minimum of two years of lifeguard experience, or equivalent combination of education and experience. Previous supervisory, facility management, or college coursework highly desirable.

Special Qualifications:

American Red Cross certifications: Lifeguard, First Aid and CPR for the Professional Rescuer with Title 22 required and obtain Water Safety Instructor (WSI) certification within 12 months of employment; American Red Cross Lifeguard Instructor certification, Certified Pool Operator or Aquatic Facility Operator desirable. Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, possess a valid Driver's License with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District.

Knowledge, Skills, and Abilities:

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

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequent use of office equipment; frequently required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, crawl, climb, and balance.
- Lifting: frequently up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Taste and/or smell.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work inside and outside in seasonal climate and weather conditions; work on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to

different locations; work irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title:	Development Analyst	Category:	Management
Department:	Recreation	Prepared Date:	June 2022
Reports To:	Recreation Manager or as Assigned	Approved by:	Board of Directors
FLSA Status:	Exempt (PTYR Non-Exempt)	Approved Date:	July 6, 2022

SUMMARY: Under general supervision, performs a variety of complex and responsible administrative duties in the areas of fund development and communications. Primary responsibilities are to provide leadership oversight and strategy in three areas: Major Gifts and Advancement, Corporate Relations, and Research and Grant Management. Implements marketing, sales, and revenue development strategies to meet the current and future financial needs of the Pleasant Valley Recreation and Park District. Applies strong leadership vision, creativity and focus to the task of identifying additional sustainable revenue streams. Evaluates and enhances existing resource development and fundraising activities, recommends enhancements to current systems, processes and structure, and collaborates with department leaders to maximize major gifts, corporate relations, and grant revenue.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Will require some holiday, evening, and/or weekend work assignments. Performs additional duties as assigned.

- Develop & manage District marketing strategies and promotional campaigns that build sustainable revenue for the District. This position must collaborate closely with the Foundation for Pleasant Valley Recreation and Parks to coordinate a District-wide understanding of mutual marketing and advertising goals and expectations.
- Align sales and marketing strategy with District-wide planning and business planning efforts.
- Lead and plan the work of sales and marketing staff to effectively plan, organize and implement revenue strategies that include market segment profiles, perceptions of District value propositions, and long and short term programs and campaigns designed to improve and/or maintain market perceptions. Stimulate public interest and patronage of District facilities, programs and events.
- Provide oversight and guidance to effectively manage the District's collaborations and relationships with supporting non-profits, and guide strategy for increasing the return on investment from gifting programs, fulfillment, grants, planned giving and individual giving activities.
- Establish an effective community-based marketing corporate relations program that includes the cultivation of positive relationships with business and industry that heighten interest in their financial support of the District and Foundation.
- Build collaborative relationships and maintain communication to develop an understanding of the operational needs and expectations of key departments, the District's role in the community at large, and the goals of the individual program areas.
- Develop and lead the fund development, marketing strategies to meet the goals and objectives of both the District as well as the Foundation.
- Meet prospective donors and supporters on a continual basis to establish effective communications with them.
- Grow the donor program including identification, cultivation and solicitation of donors.
- Maintain gift and/or donor-based database, tracking system and recognition program.
- Make public appearances/accept speaking engagements to share information about the District and Foundation.
- Support website maintenance and management, update regularly with relevant promotions and events
- Manage social media systems and postings for the Foundation & District.
- Oversee grants including research, proposal writing, and reporting requirements.



Pleasant Valley Recreation and Park District Job Description

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Working to considerable knowledge of: principles and techniques of administrative and fiscal analysis, organization and staffing.
- Working to considerable ability to: prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public and donors.
- Thorough knowledge of: current records technology, State code, District ordinances, and regulations governing the transcription, maintenance and disposition of official records.
- Thorough skills to: use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in Business, Advertising, Communications, Fund Development or related field with minimum of four (4) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multi-task. Positions may require occasional weeknights and weekends or schedule adjustments due to special events and/or meetings.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

DEVELOPMENT ANALYST

Department: Recreation

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

Under general supervision, performs a variety of complex and responsible administrative duties in the areas of fund development and communications. Primary responsibilities are to provide leadership oversight and strategy in three areas: Major Gifts and Advancement, Corporate Relations, and Research and Grant Management. Implements marketing, sales, and revenue development strategies to meet the current and future financial needs of the Pleasant Valley Recreation and Park District. Applies strong leadership vision, creativity and focus to the task of identifying additional sustainable revenue streams. Evaluates and enhances existing resource development and fundraising activities, recommends enhancements to current systems, processes, and structure, and collaborates with department leaders to maximize major gifts, corporate relations, and grant revenue.

ESSENTIAL JOB FUNCTIONS

- Develop ~~and~~ manage District marketing strategies and promotional campaigns that build sustainable revenue for the District. This position must collaborate closely with the Foundation for Pleasant Valley Recreation and Parks to coordinate a District-wide understanding of mutual marketing and advertising goals and expectations.
- Align sales and marketing strategy with District-wide planning and business planning efforts.
- Lead and plan the work of sales and marketing staff to effectively plan, organize and implement revenue strategies that include market segment profiles, perceptions of District value propositions, and long and ~~short term~~ short-term programs and campaigns designed to improve and/or maintain market perceptions.
- Stimulate public interest and patronage of District facilities, programs, and events.

- Provide oversight and guidance to effectively manage the District's collaborations and relationships with supporting non-profits, and guide strategy for increasing the return on investment from gifting programs, fulfillment, grants, planned giving and individual giving activities.
- Establish an effective community-based marketing corporate relations program that includes the cultivation of positive relationships with business and industry that heighten interest in their financial support of the District and Foundation.
- Build collaborative relationships and maintain communication to develop an understanding of the operational needs and expectations of key departments, the District's role in the community at large, and the goals of the individual program areas.
- Develop and lead the fund development and marketing strategies to meet the goals and objectives of both the District as well as the Foundation.
- Meet prospective donors and supporters on a continual basis to establish effective communications with them.
 - Grow the donor program including identification, cultivation, and solicitation of donors.
 - Recruit volunteers through public appearances and community-based marketing.
 - Maintain gift and/or donor-based database, tracking system, and recognition program.
 - Participate as a board member or District Liaison to the Foundation for Pleasant Valley Recreation and Parks board. May be elected or assigned administrative duties from the District's Foundation.
- Make public appearances/accept speaking engagements to share information about the District and Foundation.
- Support website maintenance and management, update regularly with relevant promotions and events.
- Manage social media systems and postings for the Foundation and District.
- Oversee grants including research, proposal writing, and reporting requirements.
- Perform s other related duties as assigned.

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QUALIFICATIONS

Education and Experience:

Bachelor's Degree in Business Bachelor's degree in business, aAdvertising, cCommunications, fFund dDevelopment or related field with minimum of two~~four~~ (24) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

Updated: 10/2023

- ~~Working to considerable K~~knowledge of: principles and techniques of administrative and fiscal analysis, organization and staffing.
- ~~Thorough K~~knowledge of: current records technology, State code, District ordinances, and regulations governing the transcription, maintenance, and disposition of official records.
- ~~Thorough S~~skills to: use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.
- ~~Working to considerable A~~ability to: prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public, and donors.
- ~~Knowledge of fundraising principles, techniques, and best practices as well as familiarity with relevant laws and regulations governing charitable contributions.~~
- ~~Thorough knowledge of: current records technology, State code, District ordinances, and regulations governing the transcription, maintenance and disposition of official records.~~
- ~~Thorough skills to: use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.~~

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require occasional weeknights and weekends or schedule adjustments due to special events and/or meetings.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Updated: 10/2023

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

DEVELOPMENT ANALYST

Department: Recreation

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

Under general supervision, performs a variety of complex and responsible administrative duties in the areas of fund development and communications. Primary responsibilities are to provide leadership oversight and strategy in three areas: Major Gifts and Advancement, Corporate Relations, and Research and Grant Management. Implements marketing, sales, and revenue development strategies to meet the current and future financial needs of the Pleasant Valley Recreation and Park District. Applies strong leadership vision, creativity and focus to the task of identifying additional sustainable revenue streams. Evaluates and enhances existing resource development and fundraising activities, recommends enhancements to current systems, processes, and structure, and collaborates with department leaders to maximize major gifts, corporate relations, and grant revenue.

ESSENTIAL JOB FUNCTIONS

- Develop and manage District marketing strategies and promotional campaigns that build sustainable revenue for the District. This position must collaborate closely with the Foundation for Pleasant Valley Recreation and Parks to coordinate a District-wide understanding of mutual marketing and advertising goals and expectations.
- Align sales and marketing strategy with District-wide planning and business planning efforts.
- Lead and plan the work of sales and marketing staff to effectively plan, organize and implement revenue strategies that include market segment profiles, perceptions of District value propositions, and long and short-term programs and campaigns designed to improve and/or maintain market perceptions.
- Stimulate public interest and patronage of District facilities, programs, and events.

- Provide oversight and guidance to effectively manage the District's collaborations and relationships with supporting non-profits, and guide strategy for increasing the return on investment from gifting programs, fulfillment, grants, planned giving and individual giving activities.
- Establish an effective community-based marketing corporate relations program that includes the cultivation of positive relationships with business and industry that heighten interest in their financial support of the District and Foundation.
- Build collaborative relationships and maintain communication to develop an understanding of the operational needs and expectations of key departments, the District's role in the community at large, and the goals of the individual program areas.
- Develop and lead the fund development and marketing strategies to meet the goals and objectives of both the District as well as the Foundation.
- Meet prospective donors and supporters on a continual basis to establish effective communications with them.
- Grow the donor program including identification, cultivation, and solicitation of donors.
- Recruit volunteers through public appearances and community-based marketing.
- Maintain gift and/or donor-based database, tracking system, and recognition program.
- Participate as a board member or District Liaison to the Foundation for Pleasant Valley Recreation and Parks board. May be elected or assigned administrative duties from the District's Foundation.
- Make public appearances/accept speaking engagements to share information about the District and Foundation.
- Support website maintenance and management, update regularly with relevant promotions and events.
- Manage social media systems and postings for the Foundation and District.
- Oversee grants including research, proposal writing, and reporting requirements.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in business, advertising, communications, fund development or related field with minimum of two (2) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

Special Qualifications:

Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of principles and techniques of administrative and fiscal analysis, organization and staffing.
- Knowledge of current records technology, State code, District ordinances, and regulations governing the transcription, maintenance, and disposition of official records.
- Skills to use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.
- Ability to prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public, and donors.
- Knowledge of fundraising principles, techniques, and best practices as well as familiarity with relevant laws and regulations governing charitable contributions.

PHYSICAL DEMANDS

The work is categorized as light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require occasional weeknights and weekends or schedule adjustments due to special events and/or meetings.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Lifeguard
Department: Recreation
Reports to: Recreation Supervisor or as assigned
FLSA Status: Non-exempt

Location: Aquatic Center
Prepared Date: June 2022
Approved by: Board of Directors
Approved Date: July 6, 2022

SUMMARY: Under direct supervision, provides swimming instruction for various levels of classes. Performs life guarding duties for public swimming and instruction.

ESSENTIAL DUTIES AND RESPONSIBILITIES: A focus of quality customer service being primary for all positions. Performs other duties as assigned. Position will require some holiday, evening and/or weekend work assignments. Lifeguard requires the following:

- Instruct and/or assist with instruction of swimming lessons of all ages and abilities by following a structured lesson plan
- Respond to public inquiries made by telephone, correspondence, while maintaining a professional attitude and appearance
- May open, close, secure, and maintain a safe program environment and facility by enforcing District rules and regulations
- Respond to injuries, and perform water rescues by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment in addition to cleaning and stocking facilities
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare District reports

CERTIFICATIONS, LICENSES, REGISTRATIONS: Required American Red Cross certifications (before start of employment): Lifeguarding, Standard First Aid, CPR for the Professional Rescuer and AED. In addition to the required certifications, the American Red Cross WSI (Water Safety Instructor Certification) is preferred for Lifeguards and **required** for Water Safety Instructors. This position requires less than average amount of driving for those over 18 years of age and therefore must have daily access to a vehicle and possess a valid California Driver's License and maintain appropriate insurance on vehicles used in the course of business duties. Position may involve driving to events as a representative of the District. The successful candidate must pass a Department of Justice Live Fingerprint Scan, Background/Reference Check, Screenings for Alcohol, Drug and Tuberculosis prior to the start of employment.

EDUCATION and/or EXPERIENCE: A valid work permit is required if you have not graduated high school or received a GED at time of hire.

- Lifeguard: must be at least 15.5 years old with valid American Red Cross certifications as listed above.
- Water Safety Instructor (WSI): must be at least 16 years old with both Lifeguard and Water Safety Instructor certification; six (6) months experience teaching swim lessons. While performing the duties of a WSI, employees will earn a 5% differential above their regular rate of lifeguard pay.

PHYSICAL DEMANDS: Swimming sufficient to perform lifesaving techniques and rescues; travels across wet, sloping surfaces; vision and hearing sufficient to and communicate across a noisy public swimming pool; speaking sufficient to exchange information in person, on the telephone, or at formal presentations; dexterity of hands and fingers to operate pool equipment; bending, stooping, reaching, kneeling, or crouching; sitting or standing for extended periods of time; and lifts, pushes and pulls 50 pounds when responding to emergency lifesaving situations. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Hazards: Chemicals associated with a swimming pool; contact with blood, other body fluids, and communicable diseases; and slippery, uneven surfaces.



Pleasant Valley Recreation and Park District Job Description

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Works inside and outside in seasonal climate and weather conditions; works on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to different locations; works irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

LIFEGUARD

Department: Recreation
Pay Grade: P101
FLSA Status: Non-Exempt

JOB SUMMARY

Under direct supervision, provides swimming instruction for various levels of classes. Performs life guarding duties for public swimming and instruction.

ESSENTIAL JOB FUNCTIONS

- Instruct and/or assist with instruction of swimming lessons ~~for~~ all ages and abilities by following a structured lesson plan.
- Respond to public inquiries made by telephone, correspondence, while maintaining a professional attitude and appearance.
- May open, close, secure, and maintain a safe program environment and facility ~~by~~ enforcing District rules and regulations.
- Respond to injuries, and ~~per~~form water rescues by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures.
- ~~Will assist~~ Assist in minor maintenance of recreational facilities to include setting up/breaking down equipment in addition to cleaning and stocking facilities.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, ~~and~~ make change, and prepare District reports.
- Perform ~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

A high school diploma or equivalent is required. A minimum of two years of high school with a work permit or GED with Lifeguard Certifications are required.

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A valid work permit is required if you have not graduated high school or

received a GED at time of hire.

• Lifeguard: must be at least 15.5 years old with valid American Red Cross certifications as listed above.

• Water Safety Instructor (WSI): must be at least 16 years old with both possess Lifeguard and Water Safety Instructor certification; six (6) months experience teaching swim lessons. While performing the duties of a WSI, employees will earn a 5% differential above their regular rate of lifeguard pay.

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Special Qualifications:

Required American Red Cross certifications (before start of employment): Lifeguarding, Standard First Aid, CPR for the Professional Rescuer and AED. In addition to the required certifications, the American Red Cross WSI (Water Safety Instructor Certification) is preferred for Lifeguards and required for Water Safety Instructors. This position requires less than average amount of driving for those over 18 years of age and therefore must have daily access to a vehicle and possess a valid California Driver’s License and maintain appropriate insurance on vehicles used in the course of business duties. Position may involve driving to events as a representative of the District. The successful candidate must pass a Department of Justice Live Fingerprint Scan, Background/Reference Check, Screenings for Alcohol, Drug and Tuberculosis prior to the start of employment.

Knowledge, Skills, and Abilities:

- Knowledge of water safety, and pool rules and regulations.
- Knowledge of District guidelines, policies, and procedures.
- Skills in swimming sufficient to perform lifesaving techniques and rescues.
- Ability to speak sufficient to exchange information in person, on the telephone, or at formal presentations.

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PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Swimming sufficient to perform lifesaving techniques and rescues; travels across wet, sloping surfaces; vision and hearing sufficient to and communicate across a noisy public swimming pool;
- speaking sufficient to exchange information in person, on the telephone, or at formal presentations; Mobility: frequently required to stand, bend, stoop, kneel, reach or crouch; dexterity of
 - hands and fingers to operate pool equipment; bending, stooping, reaching, kneeling, or crouching; sitting or
 - standing for extended periods of time; and lifts, pushes and pulls 50 pounds when responding to emergency
- lifesaving situations.

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Updated: 10/9/2023

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- -Dexterity: frequent use of hands to finger, handle, or feel; operate pool equipment; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Lifting: The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Hearing and Vision: sufficient to communicate across a noisy public swimming pool.
Specific vision abilities required by this job
- include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- -Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Hazards: Chemicals associated with a swimming pool; contact with blood, other body fluids, and communicable diseases; and slippery, uneven surfaces.

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WORK ENVIRONMENT

Works inside and outside in seasonal climate and weather conditions; works on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to different locations; works irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

LIFEGUARD

Department: Recreation

Pay Grade: P101

FLSA Status: Non-Exempt

JOB SUMMARY

Under direct supervision, provides swimming instruction for various levels of classes. Performs life guarding duties for public swimming and instruction.

ESSENTIAL JOB FUNCTIONS

- Instruct and/or assist with instruction of swimming lessons for all ages and abilities by following a structured lesson plan.
- Respond to public inquiries made by telephone, correspondence, while maintaining a professional attitude and appearance.
- May open, close, secure, and maintain a safe program environment and facility by enforcing District rules and regulations.
- Respond to injuries, and perform water rescues by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures.
- Assist in minor maintenance of recreational facilities to include setting up/breaking down equipment in addition to cleaning and stocking facilities.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, make change, and prepare District reports.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

A minimum of two years of high school with a work permit or GED with Lifeguard Certifications are required.

- Water Safety Instructor (WSI): must possess Lifeguard and Water Safety Instructor certification; six (6) months experience teaching swim lessons. While performing the duties of a WSI, employees will earn a 5% differential above their regular rate of lifeguard pay.

Special Qualifications:

Required American Red Cross certifications (before start of employment): Lifeguarding, Standard First Aid, CPR for the Professional Rescuer and AED. In addition to the required certifications, the American Red Cross WSI (Water Safety Instructor Certification) is preferred for Lifeguards and required for Water Safety Instructors. This position requires less than average amount of driving for those over 18 years of age and therefore must have daily access to a vehicle and possess a valid California Driver's License and maintain appropriate insurance on vehicles used in the course of business duties. Position may involve driving to events as a representative of the District. The successful candidate must pass a Department of Justice Live Fingerprint Scan, Background/Reference Check, Screenings for Alcohol, Drug and Tuberculosis prior to the start of employment.

Knowledge, Skills, and Abilities:

- Knowledge of water safety, and pool rules and regulations.
- Knowledge of District guidelines, policies, and procedures.
- Skills in swimming sufficient to perform lifesaving techniques and rescues.
- Ability to speak sufficient to exchange information in person, on the telephone, or at formal presentations.

PHYSICAL DEMANDS

The work is categorized as heavy. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, bend, stoop, kneel, reach or crouch; sit or stand for extended periods of time; and lifts, pushes and pulls 50 pounds when responding to emergency lifesaving situations.
- Dexterity: frequent use of hands to finger, handle, or feel; operate pool equipment; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Lifting: The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Hearing and Vision: sufficient to communicate across a noisy public swimming pool. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Hazards: Chemicals associated with a swimming pool; contact with blood, other body fluids, and communicable diseases; and slippery, uneven surfaces.

WORK ENVIRONMENT

Updated: 06/2024

Works inside and outside in seasonal climate and weather conditions; works on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to different locations; works irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title:	Marketing Specialist	Category:	Staff
Department:	Recreation	Prepared Date:	July 2018
Reports To:	Senior Management	Approved by:	Board of Directors
FLSA Status:	Non-Exempt	Approved Date:	July 5, 2018

SUMMARY: Under general supervision, plans, organizes and provides highly responsible and technical professional staff assistance in a variety of marketing, and publicity tasks and assists in community outreach for District marketing efforts, in accordance with the District's policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Coordinates, prepares and distributes the production of the seasonal Activity Guide, including web and social media sites, prepares related promotional material.
- Develop, write, edit, design and produce various communication materials including brochures, fact sheets, press releases, articles, multi-media presentation, correspondence, and special publications.
- Responsible for independently performing a wide range of administrative and/or analytical tasks relating to the planning and processing of web and social media information, administration and maintenance of content updates, changes and security of the District's website.
- Maintain the District's website.
- Work closely with vendors and printers to ensure that print and promotional items are correct and delivered in a timely manner.
- Assist with the informational distribution of District activities to the public.
- Maintain the District's social media presence.
- Create monthly Power Point presentations highlighting District events for board meetings.
- Remain available for District events, includes some nights and weekends.

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

- Thorough to comprehensive knowledge of: current marketing trends and strategies; social media platforms; principles and practices of public relations, media, marketing and advertising; public information and community relations program development and implementation.
- Thorough to comprehensive ability to: read, analyze, and interpret documents in area of expertise, technical procedures, or government regulations; write reports, correspondence; communicate effectively in written and oral form; present information and respond to questions.

EDUCATION and/or EXPERIENCE: Bachelor's degree with an emphasis in Communication, Marketing, Public Relations or related field. Minimum of one (1) year experience in marketing, or public relations and experience with Microsoft Office, desktop publishing, HTML experience preferred; or an equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, alcohol and drug screenings and criminal justice fingerprint clearance/background check required.

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



Pleasant Valley Recreation and Park District Job Description

be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is not generally exposed to hazardous conditions. The noise level in the work environment is usually loud. This position may require overtime and adjusted schedules for special events.

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

MARKETING SPECIALIST

Department: Administration

Pay Grade: F102

FLSA Status: Non-Exempt

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JOB SUMMARY

This position is responsible for all District Marketing items to include sSocial mMedia, mMarquee, wWebsite, and aActivity gGuide (design and& formatting). The position is required to design, and print any flyers for District programs and events. The position is responsible for taking photos for the District to use to maintain District's Marketing. Print banners or update design and print marketing materials for events, programs, meetings, and park closures. Attend marketing/networking booth opportunities.

ESSENTIAL JOB FUNCTIONS

- Maintain District's Marketing Material including managing the District's website, social media, marquee, press releases, Constant Contacts Newsblasts, and activity guide.
- Create all the designs used for marketing material.
- Attend and participate in staff and committee meetings.
- Work with community partners to set up booths and provide District information at community events.
- Take photographs for the District to maintain an up-to-date photo library.
- Track data analytics for social media traffic and help improve District's digital views.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate's Bachelor's degree in marketing or related field with one (1) year of experience, or equivalent combination of education and experience.

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Special Qualifications:

Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid California driver's license with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. [Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.](#)

Knowledge, Skills, and Abilities:

- Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook.
- Skills to operate basic office equipment and be PC literate with software applications in use in the District.
- Ability to be self-motivated, work independently, and manage time well.
- Ability to multitask to handle competing priorities and demands.
- [Ability to communicate effectively with the public, organization, employees, user groups, and community leaders in oral and written form.](#)
- [Ability to establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.](#)

PHYSICAL DEMANDS

The work is light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

MARKETING SPECIALIST

Department: Recreation

Pay Grade: F102

FLSA Status: Non-Exempt

JOB SUMMARY

This position is responsible for all District Marketing items to include social media, marquee, website, and activity guide (design and formatting). The position is required to design and print flyers for District programs and events. The position is responsible for taking photos for the District to use to maintain District's Marketing. Print banners or update design and print marketing materials for events, programs, meetings, and park closures. Attend marketing/networking booth opportunities.

ESSENTIAL JOB FUNCTIONS

- Maintain District's Marketing Material including managing the District's website, social media, marquee, press releases, Constant Contacts Newsblasts, and activity guide.
- Create all the designs used for marketing material.
- Attend and participate in staff and committee meetings.
- Work with community partners to set up booths and provide District information at community events.
- Take photographs for the District to maintain an up-to-date photo library.
- Track data analytics for social media traffic and help improve District's digital views.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in marketing or related field with one (1) year of experience, , or equivalent combination of education and experience.

Special Qualifications:

Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid California driver's license with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge and expertise of MS Office Suite, including Word, Excel, and Outlook.
- Skills to operate basic office equipment and be PC literate with software applications in use in the District.
- Ability to be self-motivated, work independently, and manage time well.
- Ability to multitask to handle competing priorities and demands.
- Ability to communicate effectively with the public, organization, employees, user groups, and community leaders in oral and written form.
- Ability to establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

The work is light. Additionally, the following physical abilities are required:

- Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting.
- Lifting: frequently up to 10 pounds; occasionally up to 25 pounds.
- Vision: constant use of overall vision, frequent reading, and close-up work; occasional color and depth vision.
- Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- Hearing/Talking: frequent hearing and talking, in person and on the phone.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to noise.

WORK ENVIRONMENT

Work is performed in a typical temperature-controlled office environment subject to typical office noise. The positions will mostly be in a fast-paced office environment requiring the ability to multitask. Positions may require rare/occasional overtime or schedule adjustments due to special events.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Recreation Coordinator
Department: Recreation
Reports To: Rec. Manager/Supervisor
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: June 2019
Approved By: Board of Directors
Approved Date: July 3, 2019

SUMMARY: To supervise, assign and review the work of staff responsible for various programs; to oversee and participate in all work activities; and to perform a variety of technical tasks relative to assigned area of responsibility.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs related duties as assigned.

- Implement and maintain ongoing training programs to enhance individual development in service, program knowledge, interpersonal and technical skills.
- Direct, coordinate and review the work plan for assigned programs; meet with staff to identify and resolve problems; assign work activities and projects; monitor workflow; review work products, methods and procedures; assist other staff in a variety of special events or special projects.
- Participate in the selection of program staff and volunteers; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Plan, prioritize, assign, supervise and review the work of assigned staff responsible for providing recreation programs; provide responsible staff assistance to the division supervisor; prepare and present staff reports and other necessary correspondence.
- Initiate, direct, coordinate and supervise a variety of recreational programs and activities.
- Successfully and accurately learn and use District online registration system.
- Accurately check biweekly timecards for assigned staff and submit to supervisor.
- Plan, coordinate and conduct staff trainings and in-services to a team of 25-50 recreation staff members in coordination with direct supervisor.
- Prepare and review weekly employee schedules using online scheduling system.
- Assist direct supervisor with the management and overall operation of assigned program and/or center, staff, and daily activities.
- Procure equipment and supplies as required for assigned program; coordinate with management and other public and private agencies in procuring materials and equipment for program use.
- Recommend and assist in the implementation of goals and objectives; implement approved policies and procedures.
- Serve as an information resource to other divisions, departments outside agencies, and the general public.
- Identify opportunities for improving service delivery methods and procedures; review with appropriate management staff; implement improvements.
- Serve as liaison between Pleasant Valley Recreation and Park District and Community Service Groups; negotiate and resolve significant and controversial issues.
- Plan and coordinate marketing efforts; make presentations to professional groups, and social and community organizations; assist in design of brochures, flyers, bulletin boards and other publicity releases; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation and parks.
- Participate in the preparation and administration of the recreation division budget: submit budget recommendations; monitor expenditures.
- Maintain records and prepare evaluation reports on new or ongoing programs; document the number of registrations and fees collected; maintain and file accident reports; prepare statistical reports as required.
- Coordinate various recreation programs; develop event schedules and supply appropriate staffing levels; attend scheduled events and assess program fulfillment of community needs.



Pleasant Valley Recreation and Park District Job Description

- Plan, organize and supervise a variety of age-specific recreation activities and special events; solicit sponsorships for various special events; follow-up with potential supporters as appropriate.
- Coordinate co-sponsorships with commercial businesses and non-profit agencies to provide financial support in offering a wide variety of special events.
- Assist with surveying and educating the community on recreation programs.
- May require some Holiday, evening, and/or weekend work assignments.

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

- Thorough to comprehensive knowledge of: operations, services and activities of parks and recreation programs; principles and practices of recreation program development and administration; marketing theories, principles and practices as related to recreation services; principles of budget preparation and control; procurement practices; principles of supervision, training, and performance evaluation.
- Thorough to comprehensive ability to: read, analyze, and interpret documents in area of expertise, technical procedures, or government regulations; write reports, correspondence and procedure manuals; communicate effectively in written and oral form; present information and respond to questions.

EDUCATION and/or EXPERIENCE: Bachelor's Degree with emphasis in Recreation or a closely related field; two years (2) in public group recreational activity leadership experience including supervisory, public relations, marketing skills. Knowledge of principles and techniques pertaining to the specialized program activities and program marketing and evaluation methods; or an equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION COORDINATOR

Department: Recreation
Pay Grade: F105
FLSA Status: Non-Exempt

JOB SUMMARY

To supervise, assign and review the work of staff responsible for various programs; to oversee and participate in all work activities; and to perform a variety of technical tasks relative to assigned area of responsibility.

ESSENTIAL JOB FUNCTIONS

- Directly supervise and manage full-time, part-time employees, contracted instructors, and volunteers.
- To include onboarding, training, scheduling, professional development, H-R related items while adhering to District guidelines, policies, and procedures.
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports.
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations.
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.
- Evaluate programs and facilities to ensure optimum utilization and service to community and to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.

- Demonstrate continuous effort to improve operations ~~and~~, streamline work processes within the District and outside organizations.
- Present to the Board of Directors on activities, events, and programs and provide input, data, and support to the Recreation Supervisor for Staff Reports.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, ~~and~~ make change, and prepare District reports.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies ~~and~~ procedures.
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies, non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large.
- Participate in the preparation and administration of the recreation division budget; submit budget recommendations; ~~and~~ monitor expenditures.
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks.
- Perform ~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

~~Recommended Bachelor's Degree~~ ~~Associate's degree~~ with emphasis in ~~r~~Recreation or a closely related field ~~and; with a minimum of two years (2) years of progressive experience~~ in public group recreational activity leadership. ~~experience including supervisory, public relations, marketing skills.~~ Knowledge of principles and techniques pertaining to the specialized program activities and program marketing and evaluation methods; or an equivalent combination of education and experience.

Commented [MO1]: This position may also require to obtain and maintain additional certifications depending upon the service area they are assigned to, such as WSI, AFO, etc.

Special Qualifications:

Position requires an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening, and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- ~~Thorough to comprehensive~~ ~~Knowledge of:~~ operations, services, and activities of parks and recreation programs; principles and practices of recreation program development and administration; marketing theories, principles, and practices as related to recreation services; principles of budget preparation and control; procurement practices; principles of supervision, training, and performance evaluation.
- ~~Thorough to comprehensive~~ ~~Ability to:~~ read, analyze, and interpret documents in the area of expertise, technical procedures, or government regulations; write reports, ~~correspondence~~ correspondence, and procedure manuals; communicate effectively in written and oral form; present information and respond to questions.

Updated: 10/2023

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, ~~twist, and~~ twist and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. The noise level in the work environment is usually loud. This position may require overtime and adjusted schedules for special events and program related activities.

Commented [MO2]: Can you explain?

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Updated: 10/2023

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION COORDINATOR

Department: Recreation

Pay Grade: F105

FLSA Status: Non-Exempt

JOB SUMMARY

To supervise, assign and review the work of staff responsible for various programs; to oversee and participate in all work activities; and to perform a variety of technical tasks relative to assigned area of responsibility.

ESSENTIAL JOB FUNCTIONS

- Directly supervise and manage full-time, part-time employees, contracted instructors, and volunteers.
- To include onboarding, training, scheduling, professional development, HR related items while adhering to District guidelines, policies, and procedures.
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports.
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations.
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.
- Evaluate programs and facilities to ensure optimum utilization and service to community and to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.

- Demonstrate continuous effort to improve operations and streamline work processes within the District and outside organizations.
- Present to the Board of Directors on activities, events, and programs and provide input, data, and support to the Recreation Supervisor for Staff Reports.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, make change, and prepare District reports.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhere to District guidelines, policies and procedures.
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies, non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large.
- Participate in the preparation and administration of the recreation division budget, submit budget recommendations, and monitor expenditures.
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate's degree with emphasis in recreation or a closely related field and with a minimum of two (2) years of progressive experience in public group recreational activity leadership. Knowledge of principles and techniques pertaining to the specialized program activities and program marketing and evaluation methods; or an equivalent combination of education and experience.

Special Qualifications:

Position requires an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening, and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of operations, services, and activities of parks and recreation programs; principles and practices of recreation program development and administration; marketing theories, principles, and practices as related to recreation services; principles of budget preparation and control; procurement practices; principles of supervision, training, and performance evaluation.
- Ability to read, analyze, and interpret documents in the area of expertise, technical procedures, or government regulations; write reports, correspondence, and procedure manuals; communicate effectively in written and oral form; present information and respond to questions.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud. The noise level in the work environment is usually loud. This position may require overtime and adjusted schedules for special events and program related activities.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Recreation Leader & Senior Leader
Department: Recreation
Reports To: Recreation Supervisor or as assigned

FLSA Status: Non-Exempt
Prepared Date: June 2019
Approved By: Board of Directors
Approved Date: July 3, 2019

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

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

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



Pleasant Valley Recreation and Park District Job Description

- Assists in researching, writing and distributing press releases to targeted media.
- Assists with the format, layout and customization of documents and presentations.
- Create visual aspects of marketing materials, websites and other media, including infographics.

SENIOR LEADER:

- May act as the Camp or Assistant Camp Director for the District's summer camp program or may act as Lead for Excursion Program.
- Will be able to fill in for the Senior Leader II as needed.
- Assist Recreation Coordinator with staff schedules.
- Provide input on yearly performance reviews.
- Will serve in a lead capacity for other Recreation Leaders.
- May help with specific programs.

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

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

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

EDUCATION and/or EXPERIENCE:

- Recreation Leader: Must possess a valid work permit and have completed two years of High School. Volunteer or paid work experience with youth/teens/seniors is desirable.
- Senior Leader: thirty (30) units of applicable college course work; two (2) years recreation or volunteer related experience.

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

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

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

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



Pleasant Valley Recreation and Park District Job Description

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION LEADER

Department: Recreation
Pay Grade: P101
FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, assist with recreation programs and activities to provide opportunities and encourage and promote a healthy lifestyle for community residents, based on District rules, regulations, policies, and procedures. May work with any aspect of recreation programs and/or work in any assigned division or department.

ESSENTIAL JOB FUNCTIONS

- May open, close, secure, and maintain a safe program environment and facility that align with District rules and regulations.
- Develop, conduct, promote, supervise, and participate in various athletic, craft, social, cultural, and instructional activities to include use of equipment, and District reports.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance.
- Respond to injuries, by administering First Aid and CPR if needed and adhering to District guidelines, policies and procedures.
- Demonstrate continuous effort to improve operations and streamline work processes.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, and make change, and prepare District reports.
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment, and cleaning, and stocking facilities.
- May assist with marketing, presentations, and District public appearances.
- May act as the Camp or Assistant Camp Director for the District's summer camp program or may act as

- ~~Lead~~ for the Excursion Program.
- ~~Assist~~ with staff schedules ~~and~~
- ~~Provide~~ input on yearly performance reviews.
- ~~May/Will~~ serve in a lead capacity for other ~~Recreation~~ ~~Leaders~~.
- Perform ~~s~~ other related duties as assigned.

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QUALIFICATIONS

Education and Experience:

~~High school diploma or GED with two (2) years recreation related recreation-related experience preferred. Work experience with youth/teens/seniors is desirable; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.~~

~~Recreation Leader: Must possess a valid work permit and have completed one year of High School. Volunteer or paid work experience with youth/teens/seniors is desirable. Senior Leader: thirty (30) units of applicable college course work, and two (2) years recreation or volunteer related experience preferred. Or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.~~

Commented [KD1]: This is an entry level position and these requirements were written by Amy, I think they should state: Two years of high school or GED required, recreation-related experience preferred.

Special Qualifications:

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

Knowledge, Skills, and Abilities:

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

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, ~~and~~ walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.

- Lifting: ~~frequently lift and/or move up to 10 pounds,~~ frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

Commented [MO2]: Since they frequently lift and move up to 25 pounds why do we need to include 10 pounds?

Commented [KD3R2]: Delete the 10lbs and just keep the 25 to 75 pounds

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION LEADER

Department: Recreation

Pay Grade: P101

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, assist with recreation programs and activities to provide opportunities and encourage and promote a healthy lifestyle for community residents, based on District rules, regulations, policies, and procedures. May work with any aspect of recreation programs and/or work in any assigned division or department.

ESSENTIAL JOB FUNCTIONS

- May open, close, secure, and maintain a safe program environment and facility that align with District rules and regulations.
- Develop, conduct, promote, supervise, and participate in various athletic, craft, social, cultural, and instructional activities to include use of equipment, and District reports.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance.
- Respond to injuries by administering First Aid and CPR if needed and adhering to District guidelines, policies and procedures.
- Demonstrate continuous effort to improve operations and streamline work processes.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, make change, and prepare District reports.
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment, cleaning, and stocking facilities.
- May assist with marketing, presentations, and District public appearances.
- May act as the Camp or Assistant Camp Director for the District's summer camp program or may act as Lead for the Excursion Program.
- Assist with staff schedules and provide input on yearly performance reviews.

- May serve in a lead capacity for other recreation leaders.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Two years of High School or GED with two (2) years recreation-related experience preferred. Work experience with youth/teens/seniors is desirable; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Qualifications:

Some positions require an average amount of driving, therefore, if assigned to such positions, the employee must own a vehicle or have daily access to a vehicle and possess a valid California driver's license and maintain appropriate insurance on vehicle used in the course of business duties. CPR and First Aid Certification required within the first six (6) months of hire date. At the option of the Department Manager or Recreation Supervisor, persons hired into this position may be required to either possess at entry or obtain within specified time limits designated licenses, certificates, or specialized education and training relevant to the area of assignment. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

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

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Recreation Services Manager
Department: Recreation
Reports To: General Manager
FLSA Status: Exempt

Category: Management
Prepared Date: June 2022
Approved by: Board of Directors
Approved Date: July 6, 2022

SUMMARY: Supervise the delivery of all recreation programs, services and activities for the District. Responsibilities entail accountability based on measurable cost effective results for the substance, efficiency, productivity, and quality of activities performed by the Recreation Department and assigned management, supervisory and support staff. Responsible for department contract administration. Provide written and oral reports to the General Manager and the Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Will require some holiday, evening, and/or weekend work assignments. Performs additional duties as assigned.

- Supervises the administrative functions of the recreation department
- Oversee department management staff with development of department's preliminary budgets, monitor and administer the final department budgets; recommend program fees and expenditures; monitor and track expenditures
- Attend all board meetings; prepare and present staff reports and other necessary correspondence.
- Supervise the use/scheduling of District recreational facilities
- Maintain communications, advocate, and establish effective working relationships with co-workers, supervisors, other governmental agencies non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies, and procedures
- Represent the department/District on various boards, committees and within community, government, and civic organizations
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance
- Oversee marketing/programming material for recreational programs to include public relations, print materials, and digital media
- Directly supervise and manage employees and volunteers. To include onboarding, training, scheduling, professional development, H.R related items while adhering to District guidelines, policies & procedures
- Oversee and review department activities, projects, programs, and staffing while evaluate work products, methods, and procedures, conduct special projects including capital improvement planning and the development of new recreational facilities
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives
- Develop, oversee, and recommend the implementation of department short and long-term goals, strategies, and objectives to keep pace with community demands and needs
- Meet with civic organizations and individuals to promote programs and obtain input regarding service delivery and community needs
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation and parks



Pleasant Valley Recreation and Park District Job Description

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

- Thorough to comprehensive knowledge of: common office practices; current recreation trends; principles of supervision, employee motivation, training and performance evaluation.
- Working knowledge of: social and advocacy programs, services, and activities within the recreation field; laws and regulations governing recreation programs.
- Ability to read, analyze and interpret periodicals related to area of expertise, technical procedures, or government regulations. Ability to write reports, correspondence, procedure manuals or articles. Ability to effectively communicate, present information in oral and written form, and respond to questions from managers and the general public; interpret and explain pertinent District policies and procedures.
- Ability to: assist in the development and monitoring of an assigned program budget; develop and recommend policies and procedures related to assigned operations; coordinate, organize, implement, and publicize recreation and leisure time activities and specialized events.
- Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs.
- Knowledge and principles of supervision, employee motivation, training and performance evaluation.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in recreation, physical education, leisure studies, sociology, gerontology, communications, health care profession, or related field with minimum of four (4) years of progressive experience in recreation, including a minimum five (5) years of comprehensive recreation programming experience at a level equivalent to recreation supervisor, including four (4) years of supervisory and administrative responsibility, or equivalent combination of education and experience. Working knowledge of related social and advocacy programs, services, and activities within the recreation field. May require specialized knowledge within department assigned, including laws/regulations governing recreation programs. Certification as Parks and Recreation Professional is desirable.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid Driver's License with a clean California Department Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION MANAGER

Department: Recreation

Pay Grade: F109

FLSA Status: Exempt

JOB SUMMARY

Supervise the delivery of all recreation programs, ~~services~~services, and activities for the District. Responsibilities entail accountability based on measurable cost-effective results for the substance, efficiency, productivity, and quality of activities performed by the Recreation Department and assigned management, supervisory and support staff. Responsible for department contract administration. Provide written and oral reports to the General Manager and the Board of Directors. [Oversee and work closely with the Foundation for Pleasant Valley Parks and Recreation.](#)

ESSENTIAL JOB FUNCTIONS

- Supervise the administrative functions of the recreation department.
- Oversee department management staff with the development of the department's preliminary budgets, monitor and administer the final department budgets; recommend program fees and expenditures; monitor and track expenditures.
- Attend all board meetings; prepare and present staff reports and other necessary correspondence.
- Supervise the use/scheduling of District recreational facilities.
- Maintain communications, advocate, and establish effective working relationships with co-workers, supervisors, other governmental agencies non-profit organizations, civic groups, elected and appointed officials, community groups, and the public-at-large.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies, and procedures.
- Represent the department/District on various boards, committees, and within community, government, and civic organizations.

- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.
- Oversee marketing/programming material for recreational programs to include public relations, print materials, and digital media.
- Directly supervise and manage employees and volunteers, ~~to include~~ ~~includes~~ onboarding, training, scheduling, professional development, H-R related items while adhering to District guidelines, policies & procedures.
- Oversee and review department activities, projects, programs, and staffing while evaluating work products, methods, and procedures, conduct special projects including capital improvement planning and the development of new recreational facilities.
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.
- Develop, oversee, and recommend the implementation of department short and long-term goals, strategies, and objectives to keep pace with community demands and needs.
- Meet with civic organizations and individuals to promote programs and obtain input regarding service delivery and community needs.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation and parks.
- Perform ~~s~~ other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's ~~d~~egree in recreation, physical education, leisure studies, sociology, gerontology, communications, health care profession, or related field with a minimum of four (4) years of progressive experience in recreation, or equivalent combination of education and experience. ~~including a minimum five (5) years of comprehensive recreation programming experience at a level equivalent to recreation supervisor, including four (4) years of supervisory and administrative responsibility, or equivalent combination of education and experience. Working knowledge of related social and advocacy programs, services, and activities within the recreation field.~~ May require specialized knowledge within the department assigned, including laws/regulations governing recreation programs. Certification as Parks and Recreation Professional is desirable.

Special Qualifications:

Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid driver's license with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

Updated: 10/2023

- ~~Thorough to comprehensive~~ Knowledge of: common office practices; current recreation trends; principles of supervision, employee motivation, training, and performance evaluation.
- ~~Working~~ Knowledge of: social and advocacy programs, services, and activities within the recreation field; laws and regulations governing recreation programs.
- Ability to read, analyze, and interpret periodicals related to area of expertise, technical procedures, or government regulations.
- Ability to write reports, correspondence, procedure manuals, or articles. Ability to effectively communicate, present information in oral and written form, and respond to questions from managers and the general public; interpret and explain pertinent District policies and procedures.
- Ability to assist in the development and monitoring of an assigned program budget; develop and recommend policies and procedures related to assigned operations; coordinate, organize, implement, and publicize recreation and leisure time activities and specialized events.
- Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs.
- Knowledge and principles of supervision, employee motivation, training, and performance evaluation.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: ~~frequently lift and/or move up to 10 pounds,~~ frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ~~the~~ ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to ~~risk~~[the risk](#) of electrical shock. The noise level in the work environment is usually loud.

Commented [MO1]: Can you explain?

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION MANAGER

Department: Recreation

Pay Grade: F109

FLSA Status: Exempt

JOB SUMMARY

Supervise the delivery of all recreation programs, services, and activities for the District. Responsibilities entail accountability based on measurable cost-effective results for the substance, efficiency, productivity, and quality of activities performed by the Recreation Department and assigned management, supervisory and support staff. Responsible for department contract administration. Provide written and oral reports to the General Manager and the Board of Directors. Oversee and work closely with the Foundation for Pleasant Valley Parks and Recreation.

ESSENTIAL JOB FUNCTIONS

- Supervise the administrative functions of the recreation department.
- Oversee department management staff with the development of the department's preliminary budgets, monitor and administer the final department budgets; recommend program fees and expenditures; monitor and track expenditures.
- Attend all board meetings; prepare and present staff reports and other necessary correspondence.
- Supervise the use/scheduling of District recreational facilities.
- Maintain communications, advocate, and establish effective working relationships with co-workers, supervisors, other governmental agencies non-profit organizations, civic groups, elected and appointed officials, community groups, and the public-at-large.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies, and procedures.
- Represent the department/District on various boards, committees, and within community, government, and civic organizations.

- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.
- Oversee marketing/programming material for recreational programs to include public relations, print materials, and digital media.
- Directly supervise and manage employees and volunteers, includes onboarding, training, scheduling, professional development, HR related items while adhering to District guidelines, policies & procedures.
- Oversee and review department activities, projects, programs, and staffing while evaluating work products, methods, and procedures, conduct special projects including capital improvement planning and the development of new recreational facilities.
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.
- Develop, oversee, and recommend the implementation of department short and long-term goals, strategies, and objectives to keep pace with community demands and needs.
- Meet with civic organizations and individuals to promote programs and obtain input regarding service delivery and community needs.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation and parks.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in recreation, physical education, leisure studies, sociology, gerontology, communications, health care profession, or related field with a minimum of four (4) years of progressive experience in recreation, or equivalent combination of education and experience. May require specialized knowledge within the department assigned, including laws/regulations governing recreation programs. Certification as Parks and Recreation Professional is desirable.

Special Qualifications:

Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid driver's license with a clean California Department of Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment.

Knowledge, Skills, and Abilities:

- Knowledge of common office practices; current recreation trends; principles of supervision, employee motivation, training, and performance evaluation.
- Knowledge of social and advocacy programs, services, and activities within the recreation field; laws and regulations governing recreation programs.

- Ability to read, analyze, and interpret periodicals related to area of expertise, technical procedures, or government regulations.
- Ability to write reports, correspondence, procedure manuals, or articles. Ability to effectively communicate, present information in oral and written form, and respond to questions from managers and the general public; interpret and explain pertinent District policies and procedures.
- Ability to assist in the development and monitoring of an assigned program budget; develop and recommend policies and procedures related to assigned operations; coordinate, organize, implement, and publicize recreation and leisure time activities and specialized events.
- Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs.
- Knowledge and principles of supervision, employee motivation, training, and performance evaluation.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title:	Recreation Specialist	Category:	Staff
Department:	Recreation	Prepared Date:	June 2022
Reports To:	Recreation Coordinator or as assigned	Approved by:	Board of Directors
FLSA Status:	Non-Exempt	Approved Date:	July 6, 2022

SUMMARY: Under general supervision, conducts programs and coordinates activities of paid and volunteer Recreation Division personnel at assigned parks and facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Position will require some holiday, evening and/or weekend work assignments. Performs other duties as assigned.

- Directly supervise and manage, part-time employees, contracted instructors, and volunteers. To include onboarding, training, scheduling, initial review of timecards, H.R related items while adhering to District guidelines, policies, and procedures
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives
- Demonstrate continuous effort to improve operations, streamline work processes within the District and outside organizations
- Present to the Board of Directors on specific activities, events, and programs and provide input and data on projects to the Recreation Supervisor for Staff Reports
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare District reports
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies & procedures
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large
- Under supervision assures that areas of responsibility are within the budget; performs cost control activities; monitors revenues and expenditures to assure sound fiscal control; provides information and data for the preparation of budget
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks.

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

- Thorough to comprehensive knowledge of: operations, services and activities of parks and recreation programs; principles and practices of recreation program development and administration; marketing theories, principles and practices as related to recreation services; principles of budget preparation and control; procurement practices; principles of supervision, training, and performance evaluation.



Pleasant Valley Recreation and Park District Job Description

- Thorough to comprehensive ability to: read, analyze, and interpret documents in area of expertise, technical procedures, or government regulations; write reports, correspondence and procedure manuals; communicate effectively in written and oral form; present information and respond to questions.

EDUCATION and/or EXPERIENCE: Recommended Associates degree with major course work in applicable field; and two years of experience working with recreation programs, including six months of lead or supervisory responsibility, or one year of paid experience in supervision of public recreation programs involving supervision of part-time recreation leaders, personnel, and volunteers (2,000 hours of part-time and/or internship experience is equivalent to one year of full-time experience), or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, alcohol and drug screenings and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION SPECIALIST

Department: Recreation
Pay Grade: ~~F101B~~ F101BF101-B
FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, conducts programs and coordinates activities of paid and volunteer Recreation Division personnel at assigned parks and facilities to provide opportunities and encourage and promote a healthy lifestyle for the residents of the community.

ESSENTIAL JOB FUNCTIONS

- Directly supervise and ~~manage~~ manage part-time employees, contracted instructors, and volunteers. To include onboarding, training, scheduling, initial review of timecards, H-R related items while adhering to District guidelines, policies, and procedures.
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports.
- Facilitate the drive-thru food distribution program; including processing applications, shopping in food warehouse, driving the FoodShare van, and tracking families served in the PantryTrak program.
- Coordinate events by scheduling staff, purchasing supplies, obtaining permits, etc.
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations.
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.

Commented [MO1]: Why do we call out Food Share specifically but no other programs such as adult sports, aquatics, special events, etc?

Commented [KD2R1]: I think we can delete this line entirely

- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.
- Demonstrate continuous effort to improve operations and; streamline work processes within the District and outside organizations.
- Present to the Board of Directors on specific activities, events, and programs and provide input and data on projects to the Recreation Supervisor for sStaff rReports.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money money, and make change, and prepare District reports.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies and procedures.
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies, non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large.
- ~~Under supervision assures~~ Ensure that areas of responsibility are within the budget; performs cost control activities; monitors revenues and expenditures to assure sound fiscal control; provides information and data for the preparation of the budget.
- ~~Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks.~~
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

~~Recommended Associates degree with major course work in applicable field; High school diploma or GED and one (1) two years of experience working with recreation programs, including six months of lead or supervisory responsibility, or one year of paid experience in supervision of public recreation programs involving supervision of part-time recreation leaders, personnel, and volunteers (2,000 hours of part-time and/or internship experience is equivalent to one year of full-time experience); or equivalent combination of education and experience.~~

Some positions may require American Red Cross certifications: Lifeguarding, Standard First Aid, CPR for the Professional Rescuer and AED.

Special Qualifications:

Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, alcohol and drug screenings and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- ~~Thorough to comprehensive~~ Knowledge of: operations, services and activities of parks and recreation programs; principles and practices of recreation program development

Updated: 10/2023

Commented [M03]: How do we work in Lifeguard Certified/WSI etc. for the aquatic center?

This position may also require to obtain and maintain additional certifications depending upon the service area they are assigned to, such as WSI, AFO, etc.

and administration; marketing theories, principles and practices as related to recreation services; principles of budget preparation and control; procurement practices; principles of supervision, training, and performance evaluation.

- ~~Thorough to comprehensive~~ Ability to: read, analyze, and interpret documents in area of expertise, technical procedures, or government regulations; ~~writedraft~~ reports, correspondence, and procedure manuals; communicate effectively in written and oral form; present information and respond to questions.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

~~While performing the duties of this job, the employee is occasionally exposed to riskthe risk of electrical shock.~~ The noise level in the work environment is usually loud. This position may require overtime and adjusted schedules for special events and programming related activities.

Commented [MO4]: Could you explain the electrical shock statement?

Commented [KD5R4]: removed

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Updated: 10/2023

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION SPECIALIST

Department: Recreation

Pay Grade: F101B

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, conducts programs and coordinates activities of paid and volunteer Recreation Division personnel at assigned parks and facilities to provide opportunities and encourage and promote a healthy lifestyle for the residents of the community.

ESSENTIAL JOB FUNCTIONS

- Directly supervise and manage part-time employees, contracted instructors, and volunteers. To include onboarding, training, scheduling, initial review of timecards, HR related items while adhering to District guidelines, policies, and procedures.
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports.
- Coordinate events by scheduling staff, purchasing supplies, obtaining permits, etc.
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations.
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.

- Demonstrate continuous effort to improve operations and streamline work processes within the District and outside organizations.
- Present to the Board of Directors on specific activities, events, and programs and provide input and data on projects to the Recreation Supervisor for staff reports.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, make change, and prepare District reports.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies and procedures.
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies, non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large.
- Ensure that areas of responsibility are within the budget; perform cost control activities; monitor revenues and expenditures to assure sound fiscal control; provide information and data for the preparation of the budget.
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

High school diploma or GED and one (1) year of experience working with recreation programs, or equivalent combination of education and experience.

Some positions may require American Red Cross certifications: Lifeguarding, Standard First Aid, CPR for the Professional Rescuer and AED.

Special Qualifications:

Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, alcohol and drug screenings and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of operations, services and activities of parks and recreation programs; principles and practices of recreation program development and administration; marketing theories, principles and practices as related to recreation services; principles of budget preparation and control; procurement practices; principles of supervision, training, and performance evaluation.
- Ability to read, analyze, and interpret documents in area of expertise, technical procedures, or government regulations; draft reports, correspondence, and procedure manuals; communicate effectively in written and oral form; present information and respond to questions.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

The noise level in the work environment is usually loud. This position may require overtime and adjusted schedules for special events and program related activities.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title:	Recreation Supervisor	Category:	Management
Department:	Recreation	Prepared Date:	June 2022
Reports To:	Recreation Manager	Approved by:	Board of Directors
FLSA Status:	Exempt	Approved Date:	July 6, 2022

SUMMARY: Plans, oversees and supervises comprehensive recreational programs of cultural, arts, youth and adult sports, contract classes, senior citizen programs or other recreation programs involving the supervision of group instructors, contractors, staff and volunteers in the planning of activities and events. Performs contract administration for contractual instructors. Prepares and administers department/section budget. Ensures safe work practices, work quality and accuracy; prepares, supervises and maintains work records and reports; serves as a technical resource for assigned personnel. Provides written and oral reports to the Recreation Services Manager, General Manager, and the Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Position will require some holiday, evening, and/or weekend work assignments. Performs additional duties as assigned.

- Responsible for planning, directing, organizing, managing, and controlling the operational budget.
- Directly supervise and manage part-time, full-time employees, contract instructors, and volunteers. To include onboarding, training, scheduling, professional development, H.R related items while adhering to District guidelines, policies, and procedures
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media
- Serve as liaison between Pleasant Valley Recreation and Park District and Community Service Group Organizations; negotiate and resolve significant and controversial issues.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance
- Demonstrate continuous effort to improve operations, streamline work processes within the District and outside organizations
- Attend board meetings; prepare and present staff reports and other necessary board items
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare District reports
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies and procedures
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large
- Represent the department/District on various boards, committees and within community, government, and civic organizations
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks



Pleasant Valley Recreation and Park District Job Description

OTHER SKILLS AND ABILITIES: Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs. Must be able to “multitask” to handle competing priorities and demands. Must be able to keep accurate records and prepare reports.

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

- Thorough to comprehensive knowledge of: common office practices; current recreation trends; principles of supervision, employee motivation, training and performance evaluation.
- Working knowledge of: social and advocacy programs, services, and activities within the recreation field; laws and regulations governing recreation programs.
- Ability to read, analyze and interpret periodicals related to area of expertise, technical procedures, or government regulations. Ability to write reports, correspondence, procedure manuals or articles. Ability to effectively communicate, present information in oral and written form, and respond to questions from managers and the general public; interpret and explain pertinent District policies and procedures.
- Ability to: assist in the development and monitoring of an assigned program budget; develop and recommend policies and procedures related to assigned operations; coordinate, organize, implement, and publicize recreation and leisure time activities and specialized events.

EDUCATION and/or EXPERIENCE: Bachelor’s Degree in recreation, physical education, leisure studies, sociology, gerontology, communications, health care profession, or related field with minimum of four (4) years of progressive experience in recreation, including two (2) years of supervisory experience, or equivalent combination of education and experience

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver’s license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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



Pleasant Valley Recreation and Park District Job Description

Job Title:	Recreation Supervisor	Category:	Management
Department:	Recreation	Prepared Date:	March 2020
Reports To:	Recreation Manager	Approved by:	Board of Directors
FLSA Status:	Exempt	Approved Date:	May 6, 2020

SUMMARY: Plans, oversees and supervises comprehensive recreational programs of cultural, arts, youth ~~and~~ adult sports, contract classes, senior citizen programs or other recreation programs involving the supervision of group instructors, contractors, staff and volunteers in the planning of activities and events. Performs contract administration for contractual instructors. Prepares and administers department/section budget. Ensures safe work practices, work quality and accuracy; prepares, supervises and maintains work records and reports; serves as a technical resource for assigned personnel. Provides written and oral reports to the Recreation Services Manager, General Manager, and the Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Position will require some holiday, evening, and/or weekend work assignments. Performs additional duties as assigned.

- Responsible for planning, directing, organizing, managing, and controlling the operational budget.
- Directly supervise and manage part-time, full-time employees, contract instructors, and volunteers. To include onboarding, training, scheduling, professional development, H.R related items while adhering to District guidelines, policies, and procedures
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming , while maintaining records, preparing evaluation reports on programs and maintain district reports
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media
- Serve as liaison between Pleasant Valley Recreation and Park District and Community Service Group Organizations; negotiate and resolve significant and controversial issues.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance
- Demonstrate continuous effort to improve operations, streamline work processes within the District and outside organizations
- Attend board meetings; prepare and present staff reports and other necessary board items
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare District reports
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines, policies and procedures
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large
- Represent the department/District on various boards, committees and within community, government, and civic organizations
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks
- ~~Responsible for planning, directing, organizing and controlling the operational budget.~~



Pleasant Valley Recreation and Park District Job Description

- Establish and maintain an open and effective system of communication throughout the organization.
- Advocate and work closely with citizens and other service providers in a cooperative community response to program needs including but not limited to non-profit organizations, Pleasant Valley Recreation & Park Foundation, civic groups, and other governmental agencies.
- Directly supervise assigned employees and program volunteers; interview, hire and train new employees; address employee complaints and resolve personnel issues; plan, assign and schedule assigned employees.
- Adapt recreation programs to meet the needs of the District's clientele of all ages and abilities.
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies, elected and appointed officials, community groups and the public at large.
- Prepare calendar of events, including newsletters, public relations announcements, and other similar communications.
- Ability to communicate effectively with the general public, organization, employees, user groups, and community leaders in oral and written form.
- Plan, implement, schedule and evaluate special events and activities related to program to which assigned.
- Participate in training of recreation staff and volunteers as needed.
- Serve as liaison between Pleasant Valley Recreation and Park District and Community Service Groups; negotiate and resolve significant and controversial issues.
- Coordinate and solicit co-sponsorships with commercial businesses and non-profit agencies to provide financial support in offering a wide variety of special events. Follow up with potential supporters as appropriate.
- Develop and implement training programs to improve/develop employee skills.
- May require some Holiday, evening, and/or weekend work assignments.

OTHER SKILLS AND ABILITIES: Knowledge and experience with materials, methods, practices, and equipment in relation to recreation programs. Must be able to "multitask" to handle competing priorities and demands. Must be able to keep accurate records and prepare reports.

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

- Thorough to comprehensive knowledge of: common office practices; current recreation trends; principles of supervision, employee motivation, training and performance evaluation.
- Working knowledge of: social and advocacy programs, services, and activities within the recreation field; laws and regulations governing recreation programs.
- Ability to read, analyze and interpret periodicals related to area of expertise, technical procedures, or government regulations. Ability to write reports, correspondence, procedure manuals or articles. Ability to effectively communicate, present information in oral and written form, and respond to questions from managers and the general public; interpret and explain pertinent District policies and procedures.
- Ability to: assist in the development and monitoring of an assigned program budget; develop and recommend policies and procedures related to assigned operations; coordinate, organize, implement, and publicize recreation and leisure time activities and specialized events.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in recreation, physical education, leisure studies, sociology, gerontology, communications, health care profession, or related field with minimum of four (4) years



Pleasant Valley Recreation and Park District Job Description

of progressive experience in recreation, including two (2) years of supervisory experience, or equivalent combination of education and experience

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

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

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

RECREATION SUPERVISOR

Department: Recreation

Pay Grade: F107

FLSA Status: Exempt

JOB SUMMARY

Plans, oversees, and supervises comprehensive recreational programs of cultural, arts, youth and adult sports, contract classes, senior citizen programs or other recreation programs involving the supervision of group instructors, contractors, staff, and volunteers in the planning of activities and events. Performs contract administration for contractual instructors. Prepares and administers department/section budget. Ensures safe work practices, work quality and accuracy; prepares, supervises, and maintains work records and reports; serves as a technical resource for assigned personnel. Provides written and oral reports to the Recreation Services Manager, General Manager, and the Board of Directors.

ESSENTIAL JOB FUNCTIONS

- Responsible for planning, directing, organizing, managing, and controlling the operational budget.
- Directly supervise and manage part-time, full-time employees, contract instructors, and volunteers. To include onboarding, training, scheduling, professional development, HR related items while adhering to District guidelines, policies, and procedures.
- Develop, conduct, promote, supervise, manage, and participate in various activities, programs, events, and rentals to include use of equipment, facility management and programming, while maintaining records, preparing evaluation reports on programs and maintain district reports.
- Provide guidance for all programs and special event execution.
- Oversee all aspects of the Aquatic Center; including day-to-day operations, managing, and training all staff, budgeting, purchasing, and evaluating the programs.
- Will provide support with marketing/programming material for recreational programs to include public relations, print materials, and digital media.

- Serve as liaison between Pleasant Valley Recreation and Park District and Community Service Group Organizations; negotiate and resolve significant and controversial issues.
- Will open, close, secure, setup/break-down and maintain a safe program environment and facilities that align with District rules and regulations.
- Evaluate programs and facilities to ensure optimum utilization and service to community to ensure recreation programs meet the needs of the community of all ages and abilities, while implementing market driven initiatives.
- Respond to public and internal inquiries made by telephone, correspondence, or during public meetings about activities, programs, and events while maintaining a professional attitude and appearance.
- Demonstrate continuous effort to improve operations, streamline work processes within the District and outside organizations.
- Attend board meetings; prepare and present staff reports and other necessary board items.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, and make change, and prepare District reports.
- Respond to injuries by administering First Aid, CPR, and rescue breathing if needed and adhering to District guidelines and policies and procedures.
- Maintain communications and effective working relationships with co-workers, supervisors, other governmental agencies, non-profit organizations, civic groups, elected and appointed officials, community groups and the public-at-large.
- Represent the department/District on various boards, committees and within community, government, and civic organizations.
- Attend and participate in professional group meetings/training staying abreast of new trends and innovations in the field of recreation and parks.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate degree in recreation, physical education, leisure studies, sociology, gerontology, communications, health care profession, or related field with a minimum of four (4) years of progressive experience in recreation, supervision and/or equivalent combination of education and experience.

Some positions may require American Red Cross certifications: Lifeguarding, Standard First Aid, CPR for the Professional Rescuer and AED.

Special Qualifications:

Position requires an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification are required no later than six (6) months after

employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

- Knowledge of common office practices; current recreation trends; principles of supervision, employee motivation, training, and performance evaluation.
- Knowledge of social and advocacy programs, services, and activities within the recreation field; laws and regulations governing recreation programs.
- Ability to read, analyze and interpret periodicals related to area of expertise, technical procedures, or government regulations. Ability to write reports, correspondence, procedure manuals or articles.
- Ability to effectively communicate, present information in oral and written form, and respond to questions from managers and the general public; interpret and explain pertinent District policies and procedures.
- Ability to assist in the development and monitoring of an assigned program budget; develop and recommend policies and procedures related to assigned operations; coordinate, organize, implement, and publicize recreation and leisure time activities and specialized events.

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



Pleasant Valley Recreation and Park District Job Description

Job Title: Recreation Leader & Senior Leader
Department: Recreation
Reports To: Recreation Supervisor or as assigned
FLSA Status: Non-Exempt

Prepared Date: June 2022
Approved By: Board of Directors
Approved Date: July 6, 2022

SUMMARY: Under general supervision, assist with recreation programs and activities to provide opportunities and encourage and promote a healthy lifestyle for community residents, based on District rules, regulations, policies and procedures. May work with any aspect of recreation programs and/or work in any assigned division or department.

ESSENTIAL DUTIES AND RESPONSIBILITIES: A focus of quality customer service being primary for all positions. Performs other duties as assigned. Position will require some holiday, evening and/or weekend work assignments. Recreation Leader and Senior Recreation requires the following:

- May open, close, secure, and maintain a safe program environment and facility that align with District rules and regulations
- Develop, conduct, promote, supervise, and participate in various athletic, craft, social, cultural, and instructional activities to include use of equipment, and District reports
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance
- Respond to injuries, by administering First Aid and CPR if needed and adhering to District guidelines, policies & procedures
- Demonstrate continuous effort to improve operations, streamline work processes
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare District reports
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment and cleaning, stocking facilities
- May assist with marketing, presentations, and District public appearances

SENIOR LEADER:

- May act as the Camp or Assistant Camp Director for the District's summer camp program or may act as Lead for the Excursion Program
- Assist with staff schedules
- Provide input on yearly performance reviews
- Will serve in a lead capacity for other Recreation Leaders

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

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

CERTIFICATES, LICENSES, REGISTRATIONS: Some positions require an average amount of driving, therefore, if assigned to such positions, the employee must own a vehicle or have daily access to a vehicle, and possess a valid California Driver's License, and maintain appropriate insurance on vehicle used in the course of business duties. CPR and First Aid Certification required within first six (6) months of hire date. At the option of the Department Manager or Recreation Supervisor, persons hired into this position may be required to either possess at entry or obtain within specified time limits designated licenses, certificates, or specialized education



Pleasant Valley Recreation and Park District Job Description

and training relevant to the area of assignment. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required.

EDUCATION and/or EXPERIENCE:

- Recreation Leader: Must possess a valid work permit and have completed one year of High School. Volunteer or paid work experience with youth/teens/seniors is desirable.
- Senior Leader: thirty (30) units of applicable college course work, and two (2) years recreation or volunteer related experience preferred.

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

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

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

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

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

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

SENIOR RECREATION LEADER

Department: Recreation
Pay Grade: P102
FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, assist with recreation programs and activities to provide opportunities and encourage and promote a healthy lifestyle for community residents, based on District rules, regulations, ~~policies~~policies, and procedures. May work with any aspect of recreation programs and/or work in any assigned division or department. Will oversee programming such as classes, day camp, and Senior Services program.

ESSENTIAL JOB FUNCTIONS

- May open, close, secure, and maintain a safe program environment and facility that align with District rules and regulations.
- Develop, conduct, promote, supervise, and participate in various athletic, craft, social, cultural, and instructional activities to include use of equipment, and District reports.
- ~~▲~~ Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance.
- Respond to injuries, by administering First Aid and CPR if needed and adhering to District guidelines, policies ~~and~~ procedures.
- Demonstrate continuous effort to improve operations ~~and~~, streamline work processes.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, ~~and~~ make change, and prepare District reports.
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment, ~~and~~ cleaning ~~and~~ stocking facilities.
- May assist with marketing, presentations, and District public appearances.

- May act as the Camp or Assistant Camp Director for the District’s summer camp program or may act as Lead for the Excursion Program.
- [Work with contracted instructors to ensure classes are running smoothly; this includes input into registration software and maintaining District Activity Guide.](#)
- Assist with staff schedules.
- Provide input on yearly performance reviews.
- Will serve [as](#) a lead capacity for other Recreation Leaders.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

[Associate degree preferred with major course work in related field with at least three \(3\) years of recreation experience. Volunteer or paid work experience with youth/teens/seniors is desirable; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.](#)

~~Recreation Leader: Must possess a valid work permit and have completed one year of High School. Volunteer or paid work experience with youth/teens/seniors is desirable. Senior Leader: thirty (30) units of applicable college course work, and two (2) years recreation or volunteer related experience preferred. Or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.~~

Special Qualifications:

Some positions require an average amount of driving, therefore, if assigned to such positions, the employee must own a vehicle or have daily access to a ~~vehicle, and~~ [vehicle and](#) possess a valid California [D](#)river’s [L](#)icense, and maintain appropriate insurance on vehicle used in the course of business duties. CPR and First Aid Certification required within [the first](#) six (6) months of hire date. At the option of the Department Manager or Recreation Supervisor, persons hired into this position may be required to either possess at entry or obtain within specified time limits designated licenses, certificates, or specialized education and training relevant to the area of assignment. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required.

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Knowledge, Skills, and Abilities:

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

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PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.

Updated: 10/2023

- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.
- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

While performing the duties of this job, the employee is occasionally exposed to the risk of electrical shock. The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

Pleasant Valley Recreation and Park District, CA



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

SENIOR RECREATION LEADER

Department: Recreation

Pay Grade: P102

FLSA Status: Non-Exempt

JOB SUMMARY

Under general supervision, assist with recreation programs and activities to provide opportunities and encourage and promote a healthy lifestyle for community residents, based on District rules, regulations, policies, and procedures. May work with any aspect of recreation programs and/or work in any assigned division or department. Will oversee programming such as classes, day camp, and Senior Services program.

ESSENTIAL JOB FUNCTIONS

- May open, close, secure, and maintain a safe program environment and facility that align with District rules and regulations.
- Develop, conduct, promote, supervise, and participate in various athletic, craft, social, cultural, and instructional activities to include use of equipment, and District reports.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs while maintaining a professional attitude and appearance.
- Respond to injuries by administering First Aid and CPR if needed and adhering to District guidelines, policies and procedures.
- Demonstrate continuous effort to improve operations and streamline work processes.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money, make change, and prepare District reports.
- Will assist in minor maintenance of recreational facilities to include setting up/breaking down equipment, cleaning and stocking facilities.
- May assist with marketing, presentations, and District public appearances.
- May act as the Camp or Assistant Camp Director for the District's summer camp program or may act as Lead for the Excursion Program.

- Work with contracted instructors to ensure classes are running smoothly; this includes input into registration software and maintaining District Activity Guide.
- Assist with staff schedules.
- Provide input on yearly performance reviews.
- Will serve as a lead capacity for other Recreation Leaders.
- Perform other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate degree preferred with major course work in related field with at least three (3) years of recreation experience. Volunteer or paid work experience with youth/teens/seniors is desirable; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Qualifications:

Some positions require an average amount of driving, therefore, if assigned to such positions, the employee must own a vehicle or have daily access to a vehicle and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. CPR and First Aid Certification required within the first six (6) months of hire date. At the option of the Department Manager or Recreation Supervisor, persons hired into this position may be required to either possess at entry or obtain within specified time limits designated licenses, certificates, or specialized education and training relevant to the area of assignment. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required.

Knowledge, Skills, and Abilities:

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

PHYSICAL DEMANDS

The work is categorized as medium. Additionally, the following physical abilities are required:

- Mobility: frequently required to stand, sit, twist, and walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl.
- Lifting: frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.
- Dexterity: use hands to finger, handle, or feel.
- Hearing/Talking: frequent hearing and talking, in person and on the phone or two-way radio.

- Vision: Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone.
- Environmental: frequent exposure to heat, cold, and inclement weather conditions.

WORK ENVIRONMENT

The noise level in the work environment is usually loud.

Pleasant Valley Recreation and Park District has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF A
WORKPLACE VIOLENCE PREVENTION PLAN**

BACKGROUND

On September 20, 2023, Governor Gavin Newsom signed Senate Bill No. 553 (“SB 553”) into law, which requires covered California employers to take steps to prevent and respond to workplace violence. Notably, SB 553 adds Section 6401.9 to the California Labor Code, which, effective July 1, 2024, requires covered employers to adopt a comprehensive workplace violence prevention plan that must include, among other things, the following:

1. The names or job titles of the individuals responsible for implementing and maintaining the workplace violence prevention plan.
2. Procedures to obtain the active involvement of employees in developing, implementing, and reviewing the workplace violence prevention plan, including their participation in identifying, evaluating, and correcting workplace violence hazards, designing and implementing training, and reporting and investigating workplace violence incidents.
3. Methods the employer will use to coordinate the implementation of the workplace violation prevention plan among employees in the same facility or department.
4. Procedures for the employer to respond to workplace violence and to prohibit retaliation against employees who make reports of workplace violence.
5. Procedures for ensuring compliance with the workplace violence prevention plan.
6. Procedures for communicating with employees regarding workplace violence matters.
7. Procedures for developing and providing training on the employer’s workplace violence prevention plan.
8. Assessment procedures to identify and evaluate workplace violence hazards.
9. Procedures for correcting workplace violence hazards in a timely manner.
10. Procedures for post-incident response and investigation.

ANALYSIS

In addition to developing and implementing a Workplace Violence Prevention Plan, covered employers must also, “record information in a violent incident log about every incident, post-incident, response, and workplace violation injury investigation” performed in accordance with the workplace violence prevention plan. The log must include information, including, but not limited to: (1) the date, time, and location of the incident; (2) a detailed description of the incident; (3) a classification of who committed the violence; (4) a classification of the circumstances at the time of the incident, including whether the employee was completing usual job duties; (5) a classification of the location of the violence incident; (6) the type of incident, including whether it involved physical, verbal, sexual, or animal attacks; (7) consequences of the incident, such as medical treatment needed and whether security or law enforcement was contacted; and (8) contact information for the individual completing the violent incident log.

The District Safety Committee worked with CAPRI to ensure that the District meets all standards of SB 553.

FISCAL IMPACT

The impact would be the cost of training.

RECOMMENDATION

It is recommended the Board consider and approve the attached Workplace Violence Prevention Program.

ATTACHMENTS

- 1) WPVP Aquatic Center (17 pages)
- 2) WPVP Community Center (17 pages)
- 3) WPVP Freedom Center (17 pages)
- 4) WPVP Non-Sports Parks (17 pages)
- 5) WPVP Park Office (17 pages)
- 6) WPVP Shop (17 pages)
- 7) WPVP Sports Parks (17 pages)

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for the District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	805-482-1996 x114	motten@pvrpd.org
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	805-482-1996 x113	kdrewry@pvrpd.org
Macy Trueblood	Recreation Supervisor	[Responsible for emergency response, hazard identification, and coordination with other employers; Macy conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x401	mtrueblood@pvrpd.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

The District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures.

- Designing and implementing training

The District has “PRISM” trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through the District’s Employee Intranet Portal.
 - The Safety Committee will review recognized employees annually and may reward employees with certificates of recognition and/or higher incentives. Awards may be given based on:
 - Quantity of recognitions
 - Participation and further development to the WVPP training program (i.e. encouraging a

new training program based on a potential hazard)

- Discipline employees for failure to comply with the WVPP. (You can either refer to the District existing discipline process or outline specific steps for the WVPP)
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - Counseling Session
 - Verbal Warning;
 - Written Warning;
 - Reduction in pay;
 - Suspension without pay;
 - Demotion; and
 - Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employers, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, or other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees should immediately notify a supervisor or manager as soon as possible following the emergency.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective

action is necessary, the District will follow up again once violation or corrective action is resolved.

- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods
Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

The District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience workplace violence incident that the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. The reporting employee may choose to remain anonymous, or enter their name to receive a follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

Workplace Violence Reporting form: [\[Insert Workplace Violence Reporting Form weblink\]](#)

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.
- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

The District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.
 - Staff will be notified immediately if there is an immediate threat.
 - Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.
- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site.
- How to obtain help from staff, security personnel, or law enforcement.
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Macy Trueblood	Recreation Supervisor	[Responsible for emergency response, hazard identification, and coordination with other employers; Macy conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x401	mtrueblood@pvrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by the District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.

- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District's Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Macy Trueblood	Recreation Supervisor – Aquatic Center
Nicole Lousen	Recreation Manager

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).

- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
 - Most senior staff present at time of hazard who will have received the most hours of training will be equipped with their personal communication devices.
- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - Make the workplace unattractive to robbers by:
 - Utilize surveillance measures, such as cameras and mirrors, to provide information as to what is going on outside and inside the workplace and to dissuade criminal activity. The Aquatic Center is equipped with security cameras.
 - The District hires Park Rangers to patrol parks and facilities.
 - Provide workplace violence systems, such as door locks, violence windows, physical barriers, emergency alarms and restraint systems by:
 - Entrance to the locker rooms are automatically locked and must be unlocked by a staff member.
 - Emergency alarms are set for unoccupied work sites
 - Ensure the adequacy of workplace violence systems
 - Training provided for employees upon employment and reviewed annually
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Control, access to, and freedom of movement within, the workplace by non-employees, include recently discharged employees or persons with whom one of our employees is having a dispute.

- Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.
- Ensure adequate employee escape routes.
- Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
 - a. Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - i. Counseling Session
 - ii. Verbal Warning;
 - iii. Written Warning;
 - iv. Reduction in pay;
 - v. Suspension without pay;
 - vi. Demotion; and
 - vii. Termination of employment.
- Establish a policy for prohibited practices.
 - a. Ordinance 8 and Employee Manual list all approved and prohibited practices.
- Limit the amount of cash on hand and use time access safes for large bills.
 - Daily deposits to the bank are made to ensure excess cash is not kept at the facility.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as: [See attached Violent Incident Log]
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 - The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
 - Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.

- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.

Post incident, the District will provide employee support services and resources via EAP and/or counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures the District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.

- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

RECORDKEEPING

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by [LC section 6401.9\(f\)](#), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.

- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by [California Code of Regulations \(CCR\), Title 8, Section 342\(a\), Reporting Work-Connected Fatalities and Serious Injuries](#), the District will immediately report to Cal/OSHA any serious injury or illness (as defined by [CCR, Title 8, Section 330\(h\)](#)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

"I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal."

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred] a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. **For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.**

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

- Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries]

- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log]

[Date of completion]

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for the District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	805-482-1996 x114	motten@pvrpd.org
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	805-482-1996 x113	kdrewry@pvrpd.org
Justin Kiraly	Administrative Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Justin conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x115	jkiraly@pvrpd.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

The District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training

The District has "PRISM" trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through the District's Employee Intranet Portal.
 - The Safety Committee will review recognized employees annually and may reward employees with certificates of recognition and/or higher incentives. Awards may be given based on:
 - Quantity of recognitions
 - Participation and further development to the WVPP training program (i.e. encouraging a new training program based on a potential hazard)
- Discipline employees for failure to comply with the WVPP. (You can either refer to the District existing discipline process or outline specific steps for the WVPP)
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - Counseling Session

- Verbal Warning;
- Written Warning;
- Reduction in pay;
- Suspension without pay;
- Demotion; and
- Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, of other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees should immediately notify a supervisor or manager as soon as possible following the emergency.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
 - Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods

Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

The District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience workplace violence incident that the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. The reporting employee may choose to remain anonymous, or enter their name to receive follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

Workplace Violence Reporting form: [\[Insert Workplace Violence Reporting Form weblink\]](#)

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.
- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

The District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.
 - Staff will be notified immediately if there is an immediate threat.
 - Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.

- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site.
- How to obtain help from staff, security personnel, or law enforcement.
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Justin Kiraly	Administrative Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Justin conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x115	jkiraly@pvrrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by the District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District's Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Justin	Community Center

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently

discharged employees or persons with whom one of our employees is having a dispute.

- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
 - Most senior staff present at time of hazard who will have received the most hours of training will be equipped with their personal communication devices.
- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - Make the workplace unattractive to robbers by:
 - Utilize surveillance measures, such as cameras and mirrors, to provide information as to what is going on outside and inside the workplace and to dissuade criminal activity. The District's Administrative office has a security camera on the front entrance of the building.
 - The District hires Park Rangers to patrol parks and facilities.
 - Provide workplace violence systems, such as door locks, violence windows, physical barriers, emergency alarms and restraint systems by:
 - Lock Blocks have been installed on classroom doors
 - Emergency alarms are set for unoccupied work sites
 - Ensure the adequacy of workplace violence systems
 - Training provided for employees upon employment and reviewed annually
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Control, access to, and freedom of movement within, the workplace by non-employees, include recently discharged employees or persons with whom one of our employees is having a dispute.
 - The Administrative Office has a locked half door at front desk. All other doors are locked at all times.
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by

management and that the person making the report is not subject to retaliation by the person making the threat.

- Improve how well our establishment's management and employees communicate with each other.
- Procedures for reporting suspicious persons, activities, and packages.
- Provide/review employee, supervisor, and management training on emergency action procedures.
- Ensure adequate employee escape routes.
- Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
 - a. Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - i. Counseling Session
 - ii. Verbal Warning;
 - iii. Written Warning;
 - iv. Reduction in pay;
 - v. Suspension without pay;
 - vi. Demotion; and
 - vii. Termination of employment.
- Establish a policy for prohibited practices.
 - a. Ordinance 8 and Employee Manual list all approved and prohibited practices.
- Limit the amount of cash on hand and use time access safes for large bills.
 - Daily deposits to the bank are made to ensure excess cash is not kept at the facility.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.

- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as:
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 - The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
 - Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.
- Post incident, the District will provide employee support services and resources via EAP and/or

counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures **the District** has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

RECORDKEEPING

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by [LC section 6401.9\(f\)](#), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.

- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by [California Code of Regulations \(CCR\), Title 8, Section 342\(a\). Reporting Work-Connected Fatalities and Serious Injuries](#), the District will immediately report to Cal/OSHA any serious injury or illness (as defined by [CCR, Title 8, Section 330\(h\)](#)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

"I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal."

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred] a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. **For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.**

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

- Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries]

- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

[_____]

_____]

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log] [Date of completion]

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for the District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	805-482-1996 x114	motten@pvrpd.org
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	805-482-1996 x113	kdrewry@pvrpd.org
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrpd.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

The District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training

The District has "PRISM" trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through the District's Employee Intranet Portal.
 - The Safety Committee will review recognized employees annually and may reward employees with certificates of recognition and/or higher incentives. Awards may be given based on:
 - Quantity of recognitions
 - Participation and further development to the WVPP training program (i.e. encouraging a new training program based on a potential hazard)
- Discipline employees for failure to comply with the WVPP. (You can either refer to the District existing discipline process or outline specific steps for the WVPP)
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:

- Counseling Session
- Verbal Warning;
- Written Warning;
- Reduction in pay;
- Suspension without pay;
- Demotion; and
- Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, of other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees should immediately notify a supervisor or manager as soon as possible following the emergency.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
 - Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods

Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of

investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

The District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience workplace violence incident that the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. ~~anonymous hotline~~. The reporting employee may choose to remain anonymous, or enter their name to receive follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

Workplace Violence Reporting form: [Insert Workplace Violence Reporting Form weblink]

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.
- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

The District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.

- Staff will be notified immediately if there is an immediate threat.
- Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.
- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site.
- How to obtain help from staff, security personnel, or law enforcement.
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by **the District** to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may

require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District's Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Matt Parker	Parks Department

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.

- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
 - Most senior staff present at time of hazard who will have received the most hours of training will be equipped with their personal communication devices.
- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - Make the workplace unattractive to robbers by:
 - The District hires Park Rangers to patrol parks and facilities.
 - Provide workplace violence systems, such as door locks, violence windows, physical barriers, emergency alarms and restraint systems by:
 - Lock Blocks have been installed on classroom doors
 - Ensure the adequacy of workplace violence systems
 - Training provided for employees upon employment and reviewed annually
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.

- Provide/review employee, supervisor, and management training on emergency action procedures.
- Ensure adequate employee escape routes.
- Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
 - a. Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - i. Counseling Session
 - ii. Verbal Warning;
 - iii. Written Warning;
 - iv. Reduction in pay;
 - v. Suspension without pay;
 - vi. Demotion; and
 - vii. Termination of employment.
- Establish a policy for prohibited practices.
 - a. Ordinance 8 and Employee Manual list all approved and prohibited practices.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.

- The violent incident log will be used for every workplace violence incident and will include information, such as:
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 - The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
 - Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.
- Post incident, the District will provide employee support services and resources via EAP and/or counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures **the District** has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be

accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

RECORDKEEPING

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by [LC section 6401.9\(f\)](#), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by [California Code of Regulations \(CCR\), Title 8, Section 342\(a\). Reporting Work-Connected Fatalities and Serious Injuries](#), the District will immediately report to Cal/OSHA any serious injury or illness (as defined by [CCR, Title 8, Section 330\(h\)](#)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

"I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal."

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred] a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

○ Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries]

○ Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log] [Date of completion]

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

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Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for the District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Example:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	(805) 482-1996	motten@pvrpd.org
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	(805) 482-1996	kdrewry@pvrpd.org
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	(805) 482-1996	mparker@pvrpd.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

The District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training

The District has "PRISM" trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment. [Provide details on what those policies and procedures are.]
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through

the District's Employee Intranet Portal.

- The Safety Committee will review recognized employees annually and may reward employees with certificates of recognition and/or higher incentives. Awards may be given based on:
 - Quantity of recognitions
 - Participation and further development to the WVPP training program (i.e. encouraging a new training program based on a potential hazard)
- Discipline employees for failure to comply with the WVPP.
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - Counseling Session
 - Verbal Warning;
 - Written Warning;
 - Reduction in pay;
 - Suspension without pay;
 - Demotion; and
 - Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Examples:
 - Employees can anonymously report a violent incident, threat, of other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees

should immediately notify a supervisor or manager as soon as possible following the emergency.

- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
 - Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods
 - Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

The District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience a workplace violence incident, the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. The reporting employee may choose to remain anonymous, or enter their name to receive follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.]
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a

whistleblower in any former employment.

- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

The District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following: [state what methods of communication and when certain methods should be used or not used.
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.
 - Staff will be notified immediately if there is an immediate threat.
 - Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.
- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site.
- How to obtain help from staff, security personnel, or law enforcement.
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by the District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards: Reports made will be acknowledged to the

reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.

- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District's Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Joey Key	Community Center and central park locations
Armando Madera	Eastside park locations
Mike Guerrero	Westside park locations

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Whether employees have a designated safe area where they can go to in an emergency.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.

- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.]

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
 - Most senior staff present at time of hazard who will have received the most hours or training will be equipped with their personal communication devices.
- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - The District hires Park Rangers to patrol parks and facilities.
 - Ensure the adequacy of workplace violence systems
 - Training provided for employees upon employment and reviewed annually
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.
 - Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
 - Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
-

- A. Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - i. Counseling Session
 - ii. Verbal Warning
 - iii. Written Warning
 - iv. Reduction in Pay
 - v. Suspension Without Pay
 - vi. Demotion
 - vii Termination of Employment
- Establish a policy for prohibited practices
 - Ordinance 8 and Employee Manual list all approved and prohibited practices.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as: [See attached Violent Incident Log]
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.

- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.

Post incident, the District will Provide employee support services and resources via EAP and/or counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures the District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.]

RECORDKEEPING

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by LC section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a), Reporting Work-Connected Fatalities and Serious Injuries, the District will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

Example:

"I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal."

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred]a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4)
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: *It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.*

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

[_____

_____]

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log] [Date of completion]
_____]

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

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Plan - The workplace violence prevention plan required by LC section 6401.9.

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Workplace violence includes, but is not limited to, the following:

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Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

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RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for the District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Example:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	805-482-1996 x114	motten@pvrpd.org
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	805-482-1996 x113	kdrewry@pvrpd.org
Matthew Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrpd.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

The District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve

brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training

The District has “PRISM” trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through the District’s Employee Intranet Portal.
 - The Safety Committee will review recognized employees annually and may reward employees with certificates of recognition and/or higher incentives. Awards may be given based on:
 - Quantity of recognitions
 - Participation and further development to the WVPP training program (i.e. encouraging a

new training program based on a potential hazard)

- Discipline employees for failure to comply with the WVPP.
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - Counseling Session
 - Verbal Warning;
 - Written Warning;
 - Reduction in pay;
 - Suspension without pay;
 - Demotion; and
 - Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employers, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns. [Describe how this will be accomplished]
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, of other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees should immediately notify a supervisor or manager as soon as possible following the emergency.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.

- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods
 - Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

The District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience workplace violence incident that the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. The reporting employee may choose to remain anonymous or enter their name to receive follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.]
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.
- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

The District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following: [state what methods of communication and when certain methods should be used or not used.
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.
 - Staff will be notified immediately if there is an immediate threat.
 - Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.
- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site. [
- How to obtain help from staff, security personnel, or law enforcement. [Include contact information for response staff and local law enforcement and post in common areas] [list posted locations]. [Describe what those procedures are. This information could include phone numbers, email addresses, and physical locations. If there is immediate danger, call for emergency assistance by dialing (9) 9-1-1, (dial outside access number first if applicable) and then notify the (WVPP Administrator).]
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by the District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.

- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District’s Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Nick Marienthal – Parks Supervisor	Parks Office - Shop
Mike Cruz – Parks Supervisor	Parks Office - Shop
Matt Parker – Parks Services Manager	Parks Office - Shop

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees’ skill in safely handling threatening or hostile service recipients (example: security guards).
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger

or that summon assistance, e.g., alarms or panic buttons.

- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.]

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - Make the workplace unattractive to robbers by:
 - The District hires Park Rangers to patrol parks and facilities.
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.

- Ensure adequate employee escape routes.
- Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence.
 - a. Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - i. Counseling Session
 - ii. Verbal Warning;
 - iii. Written Warning;
 - iv. Reduction in pay;
 - v. Suspension without pay;
 - vi. Demotion; and
 - vii. Termination of employment.
- Establish a policy for prohibited practices
 - Ordinance 8 and Employee Manual

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as: [See attached Violent Incident Log]
 - The date, time, and location of the incident.

- The workplace violence type or types involved in the incident.
- A detailed description of the incident.
- A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.

Post incident, the District will provide employee support services and resources via EAP and/or counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures the District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.

- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.]

RECORDKEEPING

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by LC section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).

- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees.

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, the District will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

Example:

“I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal.”

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred]a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: *It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.*

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

- Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries]

- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

_____]

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log]

[Date of completion]

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for Pleasant Valley Recreation & Park District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	805-482-1996 x114	[motten@pvrpd.org]
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	805-482-1996 x113	[kdrewry@pvrpd.org]
Matt Parker	Park Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	x 301	[mparker@pvrpd.org]

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

Pleasant Valley Recreation & Park District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each

department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training

The District has “PRISM” trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment. [
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through the District’s Employee Intranet Portal.
 - The Safety Committee will review recognized employees annually and may reward employees with

certificates of recognition and/or higher incentives. Awards may be given based on:

- Quantity of recognitions
- Participation and further development to the WVPP training program (i.e. encouraging a new training program based on a potential hazard)
- Discipline employees for failure to comply with the WVPP. (You can either refer to the District existing discipline process or outline specific steps for the WVPP)
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - Counseling Session
 - Verbal Warning;
 - Written Warning;
 - Reduction in pay;
 - Suspension without pay;
 - Demotion; and
 - Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Examples:
 - Employees can anonymously report a violent incident, threat, of other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees should immediately notify a supervisor or manager as soon as possible following the emergency.

- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
 - Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods
 - Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

Pleasant Valley Recreation & Park District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience workplace violence incident that the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

Pleasant Valley Recreation & Park District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. anonymous hotline. The reporting employee may choose to remain anonymous, or enter their name to receive follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

Workplace Violence Reporting form:

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.

- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

Pleasant Valley Recreation & Park District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.
 - Staff will be notified immediately if there is an immediate threat.
 - Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.
- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site.
- How to obtain help from staff, security personnel, or law enforcement.
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Semore conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by the District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Reports made will be acknowledged to the reporting employee within 24 hours and followed up

within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.

- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District's Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Joey Key	Crew Leader
Armando Madera	Crew Leader
Mike Guerrero	Crew Leader

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Whether employees have access to a telephone with an outside line.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers,

supervisors, or other employees.

- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
 - Most senior staff present at time of hazard who will have received the most hours of training will be equipped with their personal communication devices.
- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - The District hires Park Rangers to patrol parks and facilities.
 - Ensure the adequacy of workplace violence systems
 - Training provided for employees upon employment and reviewed annually
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.
 - Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
 - Ensure that employee disciplinary and discharge procedures address the potential for workplace

violence.

- a. Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - i. Counseling Session
 - ii. Verbal Warning;
 - iii. Written Warning;
 - iv. Reduction in pay;
 - v. Suspension without pay;
 - vi. Demotion; and
 - vii. Termination of employment.
- o Establish a policy for prohibited practices.
 - o Ordinance 8 and Employee Manual list all approved and prohibited practices.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as: [See attached Violent Incident Log]
 - o The date, time, and location of the incident.
 - o The workplace violence type or types involved in the incident.
 - o A detailed description of the incident.
 - o A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or

manager, partner or spouse, parent or relative, or other perpetrator.

- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.

Post incident, the District will provide employee support services and resources via EAP and/or counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when

changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures the District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

RECORDKEEPING

The District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.

- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by LC section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).

- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, the District will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

Example:

“I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal.”

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred]a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4)
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: *It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.*

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

- Were there any injuries? Yes or No. Please explain:

Indicate here if there were any injuries, if so, provide description of the injuries

- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

[_____

_____]

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log]

[Date of completion]

WORKPLACE VIOLENCE PREVENTION PROGRAM for Pleasant Valley Recreation and Park District

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Review: June 5, 2024

Date of Last Revision(s): June 5, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, The District's General Manager, has the authority and responsibility for implementing the provisions of this plan for Pleasant Valley Recreation & Park District. If there are multiple persons responsible for the plan, their roles will be clearly described.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Mary Otten	General Manager	[Overall responsibility for the plan; Mary approves the final plan and any major changes.]	805-482-1996 x114	motten@pvrpd.org
Kathryn Drewry	Human Resources Specialist	[Responsible for employee involvement and training; Kathryn organizes safety meetings, updates training materials, and handles any reports of workplace violence.]	805-482-1996 x113	kdrewry@pvrpd.org
Matthew Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrpd.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

Pleasant Valley Recreation & Park District ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

The District's Safety Committee has monthly safety meetings with employees representing each department where they may discuss and identify workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training

The District has "PRISM" trainings available which allow employees access to trainings they feel are useful and important in addition to the annual trainings that are implemented for all employees. Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might

suggest a new training scenario based on a recent incident.

- Reporting and investigating workplace violence incidents.

The District will make available a reporting form for employees to access at any time. Employees will be encouraged to report threats to any supervisor or human resources with confidence and without fear of retaliation. Management will conduct an internal investigation which may include interviews, review of records, and discipline and will provide follow-up to employees.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the District Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
 - The District will hold an Annual Training to review the policy, reporting practices, and resources available. Employees will sign an acknowledgement form that they have reviewed and agree to the policy.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace. Employees who demonstrate safe practices may be recognized by their peers and supervisors through the District's Employee Intranet Portal.
 - The Safety Committee will review recognized employees annually and may reward employees with certificates of recognition and/or higher incentives. Awards may be given based on:
 - Quantity of recognitions
 - Participation and further development to the WVPP training program (i.e. encouraging a new training program based on a potential hazard)
 - Discipline for failure to comply will follow the progression described below depending on the nature and/or seriousness of the underlying conduct:
 - Counseling Session

- Verbal Warning;
- Written Warning;
- Reduction in pay;
- Suspension without pay;
- Demotion; and
- Termination of employment.

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - The District will ensure that supervisors and employees can communicate effectively and in the employees' first language.
 - Supervisors will regularly communicate with their direct employees to remind and encourage adherence of the WVPP and address any concerns employees may have.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, of other violence concerns through the Employee Intranet. An anonymous Microsoft Form will be available.
 - Employees should call 911 for emergency response if an emergency occurs. Employees should immediately notify a supervisor or manager as soon as possible following the emergency.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
 - Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- Additional communication methods

Updates on the status of investigations and corrective actions may be provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.

COORDINATION WITH OTHER EMPLOYERS

The District will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the District will ensure that if its employees experience workplace violence incident that the District will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The District will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by either submitting a form via the District's intranet site or emailing a District supervisor or manager. If that's not possible, employees will report incidents directly to the WVPP administrator, Mary Otten, PVRPD's General Manager.

Employees can report incidents to their supervisor, HR, or through an online submission form. The reporting employee may choose to remain anonymous, or enter their name to receive a follow up. If a form is submitted anonymously, the District will respond with a broadcast to all employees on the employee intranet site, letting all employees know a form was submitted and will be investigated.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

- An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.
- The District will not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
- The District may not retaliate against an employee who is a whistleblower.
- The District may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
- The District may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.
- Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

EMERGENCY RESPONSE PROCEDURES

The District has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:
 - District Supervisors or Managers will be responsible for alerting staff to reported emergencies.
 - Staff will be notified immediately if there is an immediate threat.
 - Staff may be notified after an emergency has been resolved if they are not in immediate danger when the emergency occurs.

- The District will have emergency, evacuation and sheltering plans available for use in the District's Emergency Action Plan. The plan may be found on the staff intranet site. [
- How to obtain help from staff, security personnel, or law enforcement.
 - If a threat is made to an employee's life, the employee should immediately dial 911 for emergency response.
 - The employee should report the emergency to a supervisor or manager as soon as it is safe to do so.
 - District supervisors, managers, and if needed the District's Safety Committee should respond to the report immediately and review the submitted report within one (1) business day.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Matt Parker	Parks Services Manager	[Responsible for emergency response, hazard identification, and coordination with other employers; Matt conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]	805-482-1996 x301	mparker@pvrrpd.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by the District to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Reports made will be acknowledged to the reporting employee within 24 hours and followed up within 72 hours. Any findings will be followed up once the investigation is complete. If corrective action is necessary, the District will follow up again once violation or corrective action is resolved.
- Anonymous reports will be acknowledged to all employees via the Employee Intranet Portal within 24 hours of a report. Any findings will be followed up once the investigation is complete.
- An online form for reporting workplace violence hazards will be available with the option for the reporting employee to remain anonymous. The form will allow an employee to suggest changes to prevent threats as well as be a report of violence.

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted quarterly by the District's Management team and Safety Committee.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Nick Marienthal – Parks Supervisor	Parks Office - Shop
Mike Cruz – Parks Supervisor	Parks Office - Shop
Matt Parker – Parks Services Manager	Parks Office - Shop

Inspections for workplace violence hazards will be conducted using a productive parks inspection form and may include assessing:

- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.]

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The District will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
 - Most senior staff present at time of hazard who will have received the most hours or training will be

equipped with their personal communication devices.

- All corrective actions taken will be documented and dated on the appropriate forms.
 - An inspection and corrective action form will be available for staff to use when a hazard is identified.
- Corrective measures for workplace violence hazards will be specific to a given work area.
 - The District hires Park Rangers to patrol parks and facilities.
 - Provide workplace violence systems, such as door locks, physical barriers, and emergency alarms.
 - Ensure the adequacy of workplace violence systems; Training provided for employees upon employment and reviewed annually.
 - Post emergency telephone numbers for law enforcement, fire, and medical services.
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
 - Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.
 - Ensure adequate employee escape routes.
 - Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence by reviewing annual trainings and allowing employees to report and make suggestions without fear of retaliation.
 - Ensure that employee disciplinary and discharge procedures address the potential for workplace violence. [Provide procedures on how to will be accomplished]
 - Establish a policy for prohibited practices.
 - Ordinance 8 and Employee Manual

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.

- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as: [See attached Violent Incident Log]
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 - The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
 - Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.

- Reviewing all previous incidents.

Post incident, the District will provide employee support services and resources via EAP and/or counseling services to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- When a new employee is onboarded.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

Pleasant Valley Recreation and Park District will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures the District has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the District has for interactive questions and answers with a person knowledgeable about the District plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee.

- Post-event trauma counseling for employees desiring such assistance.

Note: *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

EMPLOYEE ACCESS TO THE WRITTEN WVPP

Pleasant Valley Recreation and Park District ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.]

RECORDKEEPING

Pleasant Valley Recreation and Park District will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by LC section 6401.9(f), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The Pleasant Valley Recreation and Park District WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the District's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

EMPLOYER REPORTING RESPONSIBILITIES

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, Pleasant Valley Recreation and Park District will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

Example:

"I, Mary Otten, General Manager for Pleasant Valley Recreation and Park District, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal."

Mary Otten, General Manager

(Signature)

(Date)

Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred] a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: *It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.*

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

- Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries

-
- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log]

[Date of completion]

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

By: Jessica A. Puckett, CPRE, Administrative Analyst

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 764 REQUESTING THAT THE GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 5, 2024, BE CONSOLIDATED WITH OTHER ELECTIONS CALLED TO BE HELD ON THE SAME DAY AND IN THE SAME TERRITORY

BACKGROUND

District elections have always been consolidated with County elections in order to save the District from having to hold its own election. For the County to consolidate the election, it is required that the Board pass a resolution requesting that the elections be combined. This action will save the District approximately \$65,000 and a large amount of time.

Elections shall be conducted for the Pleasant Valley Recreation and Park District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on November 5, 2024, for the purpose of electing three (3) Directors.

ANALYSIS

The District will participate in the County of Ventura's November 5, 2024, elections with three Director positions placed on the ballot. The District's participation in the County's elections ballot will save the District thousands of dollars in costs.

FISCAL IMPACT

Typical cost for a "stand-alone" election could be in the \$100,000 range, as opposed to an anticipated cost of \$35,000 for consolidating with the County. Based on cost alone, the recommendation is to align with the County elections. The election expense of \$35,000 will be allocated in the FY 2024-2025 Budget.

RECOMMENDATION

It is recommended that the Board approve Resolution No. 764 requesting that the General District Election to be held on November 5, 2024, be consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code.

ATTACHMENT

- 1) Election Consolidation 2024 Resolution No. 764 (1 page)
- 2) Notice of Elective Offices to be Filled Calendar and Form (3 pages)

RESOLUTION NO. 764

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUESTING THAT THE GENERAL DISTRICT ELECTION TO BE HELD
ON NOVEMBER 5, 2024, BE CONSOLIDATED WITH OTHER ELECTIONS
CALLED TO BE HELD ON THE SAME DAY AND IN THE SAME TERRITORY**

WHEREAS, election shall be conducted for the Pleasant Valley Recreation and Park District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on November 5, 2024, for the purpose of electing three (3) Directors; and

WHEREAS, the Board of Directors wishes the Elections Division of the Office of the County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 et seq. of the Election Code, said election may be consolidated with other elections to be held on the same day; and

WHEREAS, acknowledges that the consolidated election will be conducted in the manner prescribed in Section 10418; and

WHEREAS, the Board of Directors request that this District’s General Election be consolidated with any other election which may be held on the same date and involving the same territory.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the General District Election of this District is to be held on November 5, 2024, and consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code; and

That the attached “Notice to County Clerk of Elective Offices to be Filled in the Pleasant Valley Recreation and Park District” is hereby made a part of this Resolution; and

That pursuant to Election Code Section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

PASSED AND ADOPTED THIS 5th DAY OF JUNE 2024.

AYES: _____

NOES: _____

ABSENT: _____

Mark Malloy, Chair, Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Jordan Roberts, Secretary, Board of Directors
Pleasant Valley Recreation and Park District



**Michelle Ascencion
Clerk-Recorder & Registrar of Voters
Presidential General Election Calendar
November 5, 2024**

May 17, 2024
E- 172

Last day to file petitions regarding measures and/or initiatives.

June 10
E- 148

Governor's Proclamation of the Presidential General election.

July 1
E- 127

Last day to request consolidation by delivering resolution for cities, schools, and special districts for offices to be filled, including ballot text for initiative measures.

NOTE: Resolutions requesting consolidation for measures received after **July 1** may have shortened and/or no Argument/Rebuttal periods.

July 8
E- 120

Publish Notice of Election

July 11
E- 117

Ballot title and summary, tax rate statement, and full text of measure due to County Elections Office.

July 15
to
August 9
E- 113 – E-88

Declaration of Candidacy and Nomination period.

July 19
E- 109

Publication of Notice of Election and Ballot Label of Measures with dates of Arguments/Rebuttals. Public examination opens for 10 days immediately upon receipt of documents.

July 22
E- 106

Measures to County Counsel (or City Attorney) to prepare Impartial Analysis.

July 22
to
July 29
E- 106 – E-99

Arguments filing period. Public exam **July 30 through August 8.**

July 30
to
August 9
E- 98 – E-88

Rebuttals filing period. Public exam **August 10 through August 19.**

August 9
E- 88

Declaration of Candidacy and Nomination period ends.

August 10 to August 14 E- 87 – E-83	Extension of nomination period if eligible incumbent does not file.
August 15 E- 82	Random alpha drawing for names appearing on the ballot.
August 23 E- 74	County Voter Information Guide pages to printers.
September 9 to October 22 E- 57 – E-14	Write-in candidate filing period.
September 26 to October 15 E- 40 – E-21	Mail County Voter Information Guides to voters.
October 7 to October 29 E- 29 – E-7	Vote By Mail ballots are available.
October 21 E- 15	Last day to register to vote. On-line registration will be available at registertovote.ca.gov
October 26 to November 4 E- 10 – E-1	Early Voting Days. Vote Centers open 9 a.m. – 5 p.m.
November 5 Election Day!	Election Day. Vote Centers open 7 a.m. to 8:00 p.m.
November 7 E+ 2	Official Canvass begins.
December 5 E+ 30	Completion of Official Canvass.

If a date falls on a holiday; the date is not extended. Ventura County Elections Division will be closed.



MICHELLE ASCENCION
Clerk-Recorder & Registrar of Voters
Elections Division

Notice to the County Clerk of Elective Offices to be filled in the

(Name of School or Special District)

You are hereby notified that a Presidential General Election will be held on November 5, 2024.

District records indicate that the elective offices held by the persons listed below are to be filled:

Name of Officeholder*

Title & District/Division (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The _____ is to pay for the printing, handling, translating, and mailing
District/Candidate**

of the candidate's statements pursuant to Section 13307 of the Elections Code.

Dated: _____

Print Name & Title: _____

Signature: _____

* Please note if any appointments were made to fill vacancies and indicate expiration of terms.

** Indicate District or Candidate depending upon which entity is to be billed for the cost of printing and handling the candidate's statements.

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 765, STATING THAT IN THE EVENT OF A TIE
VOTE, THE WINNER IN THE BOARD MEMBER
ELECTIONS WILL BE DETERMINED BY DRAWING
LOTS**

BACKGROUND

As part of the election process, the County of Ventura has requested information from the District in reference to merging the elections and the establishment of a tie breaking process. According to the Public Resource Code and the Elections Code, the District can resolve ties by either conducting a special runoff election or by lot. The purpose of this action is to determine the process, by resolution, allowing the County to make the appropriate preparations.

In the event of a tie vote, the District must provide the County Elections Office with the method by which the District plans to resolve the tie. This resolution would establish drawing lots as the method by which a tied District election would be resolved. Drawing lots means that the tie would be resolved by a random method, such as drawing names from a hat, flipping a coin, or some other form of chance. This is one of the most straightforward ways to resolve an electoral tie, ensuring a quick resolution without the need for further electoral processes.

ANALYSIS

Based on estimates from previous years and according to County officials, the cost of a special runoff election in the event of a tie vote would be approximately \$100,000. Resolving a tie vote by lot will have no negative cost impact and can be conducted by the Board at a regular meeting. Given the cost of a special election, the recommendation is to determine the winner by lot.

FISCAL IMPACT

As stated, a special runoff election will cost the District approximately \$100,000 with no cost associated with the lot procedure.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 765, stating that in the event of a tie vote, the winner in the Board member elections will be determined by drawing lots.

ATTACHMENTS

- 1) Resolution No. 765 (1 page)

RESOLUTION NO. 765

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
WHERE THE DISTRICT WILL RESOLVE TIE VOTES
IN BOARD MEMBER ELECTIONS BY DRAWING LOTS**

WHEREAS, elections shall be conducted for the Pleasant Valley Recreation and Park District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code every two years for the purpose of electing Board Members; and

WHEREAS, the Board of Directors wishes the Elections Division of the Office of the Ventura County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 *et seq.* of the Election Code, said election will be consolidated with other elections to be held on the same day as per District Resolution No. 764 passed on June 5th, 2024; and

WHEREAS, the Elections Division of the Office of the Ventura County Clerk requests that the District will determine a method to resolve tie votes in Board Member elections.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS AS FOLLOWS:

That after a General District Board Member Election ending in a tie vote as defined in the Elections Code 15651, the winner will be determined by drawing lots and the District shall immediately notify the candidates who received the tie votes of the time and place where lots shall be cast to determine the winner.

PASSED AND ADOPTED THIS 5th DAY OF JUNE 2024.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Mark Malloy, Chair, Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Jordan Roberts, Secretary, Board of Directors
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR
BID FOR DEMOLITION AND CONSTRUCTION
SERVICES FOR THE SENIOR CENTER AND
AUDITORIUM RESTROOMS REMODEL DESIGN
PROJECT**

BACKGROUND

The Auditorium and the Senior Center were both originally built in 1968; however, in 1982, an addition was built onto the Senior Center to increase building capacity and better serve the growing community. Both the Auditorium Stage and Senior Center Restrooms are of original design building standards from when they were constructed before the Americans with Disability Act (ADA) was passed in 1990 and are out of compliance with ADA accessibility standards.

At the regular November 2023 Board Meeting, the Board voted and approved Staff's recommendation to enter into a professional services agreement with Lauterbach & Associates (Lauterbach) for Architectural Design Services. These services are specifically for ADA accessibility upgrades and retrofits to the Senior Center Restrooms and Auditorium Stage.

On February 7, 2024, the preliminary architectural design options were presented to the District Board for the Auditorium Stage and Senior Center Restrooms. The Board approved and selected the restroom design options for the Lauterbach team to produce plans for City permitting and contractual bidding.

ANALYSIS

The current layout of the Senior Center restrooms includes one (1) urinal, one (1) toilet stall, and one (1) sink in the men's restroom, while the women's restroom has two (2) toilet stalls and two (2) sinks. The updated plans will reconfigure the men's restroom to include two (2) toilet stalls, one (1) urinal and two (2) sinks. The women's restroom will retain its existing configuration of two (2) toilet stalls and two (2) sinks. Both restrooms will be modified to comply with ADA requirements. The current layout of the Auditorium Stage restrooms includes two (2) toilet stalls and one (1) sink in the women's restroom, and one (1) urinal, one (1) toilet stall, and one (1) sink in the men's restroom. The updated plans will reconfigure both the men's and women's Auditorium Stage restrooms into unisex restrooms, each with a single toilet stall and one (1) sink.

The scope of work will include the demolition phase and construction phase. Demolition will include the removal of all plumbing fixtures, lighting, stall partitions, tile, and the removal and replacement of drywall and plaster where walls and doors will be moved and replaced. The scope of construction will include new plumbing and fixtures, electrical, lighting, stall partitions, new wall construction, tile, exhaust fans, and paint.

TIMELINE

Within ten (10) days of the District's contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work:

Request for Proposals released:	June 10, 2024
Mandatory job walk:	June 20, 2024, 10:00 am
Questions in by:	June 29, 2024, 12:00 pm
Proposals must be received by:	July 11, 2024, 2:00 pm
Contract award:	September 4, 2024
Project start date approx.:	September 16, 2024
Project completion date no later than:	November 1, 2024

FISCAL IMPACT

The District allocated \$600,157 from Quimby funds in the FY 2023-2024 Budget for specific Capital Improvement Projects (CIP) situated at the Community Center Campus. The engineers' estimate for this project is Three Hundred and Sixty-Two Thousand dollars (\$362,000). From the allocated Quimby Funds, there is approximately \$500,000 that could be applied towards construction costs. The remaining funds are sufficient to initiate the bidding process.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

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

RECOMMENDATION

It is recommended that the Board of Directors

1. Approve the construction plans and specifications for the Community Center Auditorium and Senior Center Restrooms ADA upgrade project; AND
2. Approve the Request for Bid for Demolition and Construction Services for the project.

ATTACHMENTS

- 1) Community Center Auditorium and Senior Center Restroom Renovation RFP (23 pages)
- 2) Construction Plans and Specifications (72 pages)

CONSTRUCTION NOTES

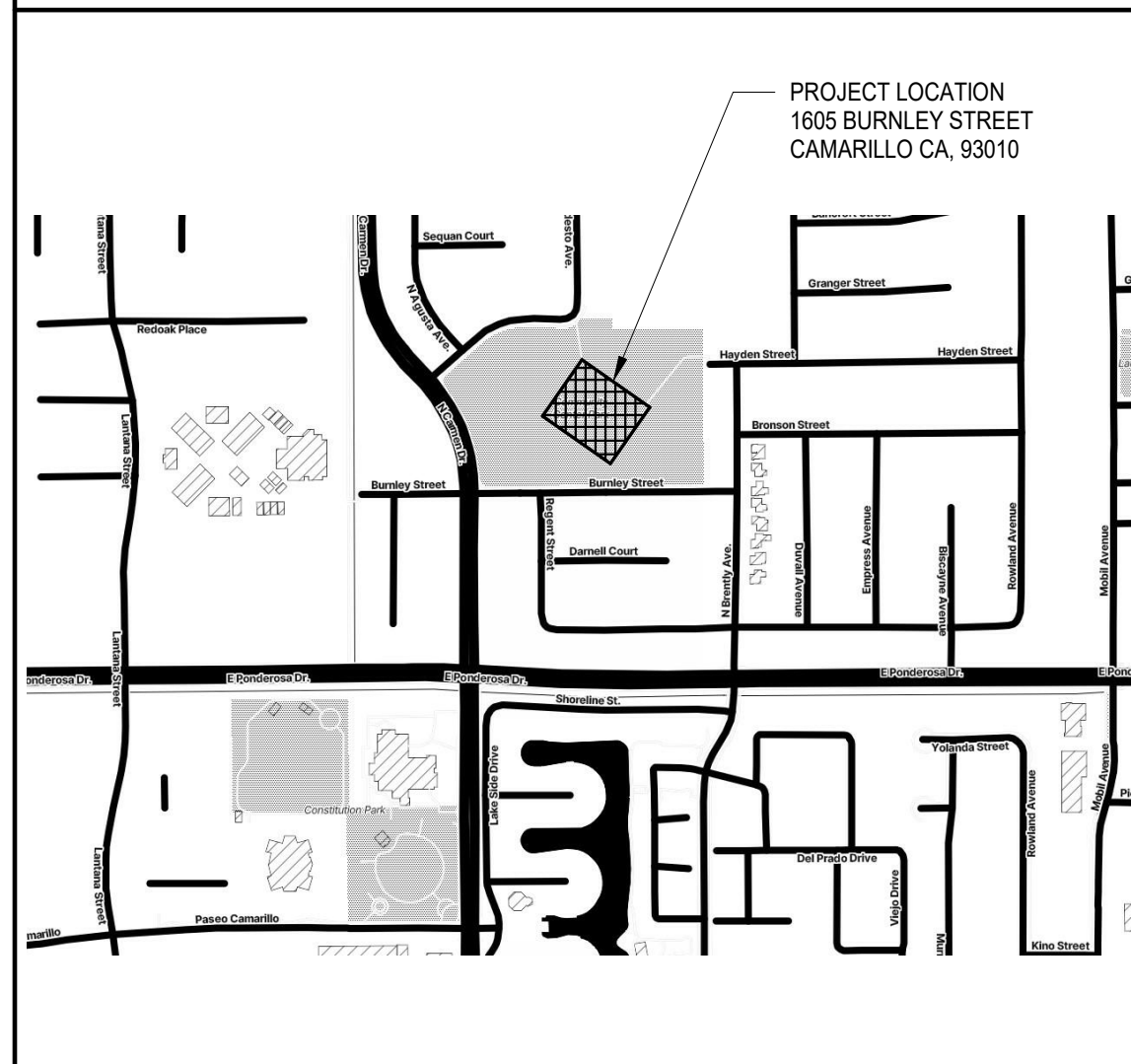
1. PROVIDE WORK AND MATERIALS IN ACCORDANCE WITH THE CURRENT RULES AND REGULATIONS OF APPLICABLE STATE AND LOCAL CODES, LAWS, AND STATUTES. NOTHING IN THE CONTRACT DOCUMENTS IS TO BE CONSTRUED AS REQUIRING OR PERMITTING WORK CONTRARY TO THESE CODES, LAWS AND STATUTES.
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A PERMIT SET OF CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND ADDENDA ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE BY ALL TRADES AND SHALL PROVIDE ALL SUBCONTRACTORS WITH CURRENT CONSTRUCTION DOCUMENTS AS REQUESTED. ADDITIONALLY, CONTRACTOR SHALL MAINTAIN ON SITE COPIES OF APPLICABLE CODES AND REFERENCE DOCUMENTS, OR HAVE DIRECT ACCESS VIA REMOTE COMPUTER AND/OR INTERNET ACCESS.
3. CONTRACTOR SHALL REVIEW ALL THE CONTRACT DOCUMENTS, THE PROJECT SITE AND BECOME FAMILIAR WITH THE SCOPE OF WORK AND THE INTENT OF THE CONTRACT DOCUMENTS. IT IS INCUMBENT UPON THE CONTRACTOR TO NOTIFY THE ARCHITECT IMMEDIATELY UPON DISCOVERING DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS. DURING BIDDING, OBTAIN PROPER WRITTEN CLARIFICATION OF THE DISCREPANCY, CONFLICT, OR UNCLAR ITEM PRIOR TO SUBMISSION OF BIDS. DURING CONSTRUCTION, DO NOT PROCEED WITH DEMOLITION UNTIL THE DISCREPANCY OR CONFLICT IS RESOLVED.
4. EXAMINATION OF THE SITE AND PORTIONS THEREOF WHICH WILL AFFECT THIS WORK SHALL BE MADE PRIOR TO BIDDING BY THE CONTRACTOR(S), WHO SHALL COMPARE IT WITH THE CONTRACT DOCUMENTS AND SATISFY THEMSELVES AS TO THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. CONTRACTOR(S) SHALL CHECK LOCATIONS OF THE EXISTING STRUCTURES AND EQUIPMENT, WHICH MAY AFFECT THE WORK, AT SUCH TIME. NO ALLOWANCE SHALL BE MADE FOR ANY EXTRA EXPENSE, WHICH MAY BE INCURRED DUE TO FAILURE OR NEGLIGENCE ON THEIR PART TO MAKE SUCH EXAMINATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL OF THE CONTRACT DOCUMENTS AS THEY RELATE TO THE CONTRACTOR'S WORK. IN ADDITION, EACH CONTRACTOR IS RESPONSIBLE TO COORDINATE THEIR WORK WITH THE WORK OF OTHER TRADES.
6. THE CONSTRUCTION DOCUMENTS ARE PROVIDED TO ILLUSTRATE THE DESIGN AND GENERAL TYPE OF CONSTRUCTION, MATERIALS, AND WORKMANSHIP THROUGHOUT. THE DOCUMENTS DO NOT ILLUSTRATE EVERY CONDITION. THE CONTRACTOR IS ASSUMING RESPONSIBILITY FOR THE WORK INDICATED AND SHALL COMPLY WITH THE DESIGN INTENT.
7. WORK LISTED, SHOWN, OR REASONABLY INFERRED ON ANY CONSTRUCTION DOCUMENT SHALL BE PROVIDED BY THE CONTRACTOR, EXCEPT WHERE NOTED OTHERWISE. THE GENERAL CONTRACTOR SHALL CLOSELY COORDINATE HIS WORK WITH THAT OF OTHER CONTRACTORS OR VENDORS AND OWNER TO ASSURE THAT SCHEDULES ARE MET AND WORK IS COMPLETED IN CONFORMANCE TO MANUFACTURER'S REQUIREMENTS.
8. UNLESS OTHERWISE NOTED, SCOPE OF WORK IS ASSUMED NEW UNLESS NOTED AS EXISTING.
9. THE USE OF THE WORD "PROVIDE" IN CONNECTION WITH ANY SCOPE DEFINED IN THE CONSTRUCTION DOCUMENTS IS INTENDED TO MEAN THAT SUCH SHALL BE FURNISHED, INSTALLED, AND CONNECTED, UNLESS OTHERWISE NOTED.
10. IT IS REQUIRED THAT CONTRACTORS AND THEIR PERSONNEL ARE PROPERLY TRAINED AND COMPETENT TO CONSTRUCT AND OTHERWISE CARRY OUT THE INTENT OF THE WORK INCORPORATED INTO THE CONTRACT DOCUMENTS.
11. THE CONTRACT DOCUMENTS CONSIST OF THE COMPLETE DRAWINGS, PROJECT MANUAL, SPECIFICATIONS, REPORTS, BIDDING INFORMATION AND OTHER INFORMATION PREPARED BY THE ARCHITECT, CONSULTANTS HIRED BY THE ARCHITECT OR BY THE OWNER. IN THE EVENT OF DISCREPANCIES OR CONFLICTS IN THE DOCUMENTS, INFORMATION IN THE SPECIFICATIONS SHALL TAKE PRECEDENCE OVER THE DRAWINGS, AND LARGE SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT, COORDINATION AND SAFE EXECUTION OF CONSTRUCTION MEANS, METHODS, SHORING, AND PROCEDURES.
13. AT NO ADDITIONAL COST TO THE OWNER, CONTRACTOR SHALL CORRECT WORK INSTALLED IN CONFLICT WITH THE CONTRACT DOCUMENTS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THEIR WORK.
15. CONTRACTOR SHALL PROTECT AREA OF WORK AND NEW OR EXISTING MATERIALS AND FINISHES FROM DAMAGE WHICH MAY OCCUR FROM CONSTRUCTION, DEMOLITION, DUST, WATER, ETC. AND SHALL PROVIDE AND MAINTAIN TEMPORARY BARRICADES OR ENCLOSURES AS REQUIRED TO PROTECT THE PUBLIC DURING THE COURSE OF CONSTRUCTION. AT NO ADDITIONAL EXPENSE TO THE OWNER, THE CONTRACTOR SHALL REPAIR OR REPLACE DAMAGE TO NEW AND EXISTING MATERIALS, FINISHES, STRUCTURES, AND EQUIPMENT OWNER'S SATISFACTION.
16. CONTRACTORS SHALL EXERCISE CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS, OR DUST FROM AFFECTING IN ANY WAY. FINISHED WORK OR EXISTING TO REMAIN WORK OR CREATING A SAFETY HAZARD INSIDE OR OUTSIDE OF THE JOBSITE.
17. ONLY APPROVED WORKING DRAWINGS, WITH THE STATEMENT "ISSUED FOR CONSTRUCTION" ON THE COVER SHEET SHALL BE USED FOR CONSTRUCTION OF THIS PROJECT.
18. DIMENSIONS ON CONSTRUCTION DRAWINGS ARE TO FACE OF STUD WALL OR FACE OF CONCRETE, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS NOTED "(E)" MEANING EXISTING ARE TO BE FIELD VERIFIED PRIOR TO LAYING OUT ANY WORK.
19. IN THE CASE OF DIMENSIONS NOTED AS "CLEAR" CONTRACTOR IS RESPONSIBLE FOR REVIEWING PLANS TO DETERMINE ACTUAL THICKNESS OF FINISHES AND MEASURE FROM OUTSIDE FACE OF WALL TO ADJACENT SURFACE.
20. CONTRACTOR SHALL LEAVE JOB SITE AND AFFECTED AREAS CLEAN AND IN AN ORDERLY MANNER READY FOR MOVE IN. THIS IS TO INCLUDE CLEANING OF THE INTERIOR AND EXTERIOR FACES OF NEW AND EXISTING GLASS.

PVRPD RESTROOM RENOVATIONS

1605 BURNLEY ST. CAMARILLO, CA 93010

MATTHEW PARKER
1605 BURNLEY ST. CAMARILLO, CA 93010

VICINITY MAP



PROJECT DESCRIPTION

NEW CONSTRUCTION : EXISTING, TYPE V NON SPRINKLERED.
ASSESSOR PARCEL NO.: 165-0-010-445

CODE ENFORCEMENT JURISDICTION: CITY OF CAMARILLO - BUILDING AND SAFETY
ZONING JURISDICTION: CITY OF CAMARILLO - PLANNING DEPARTMENT

CODE	TITLE	EDITION	LOCAL	AMENDMENTS
Administrative	Bldg. Strds. Admin Code	2022		
Building	California Bldg. Code	2022		
Access Compliance	California Bldg. Code	2022		
Mechanical	California Mech. Code	2022		
Electrical	California Electrical Code	2022		
Plumbing	California Plumbing Code	2022		
Fire Prevention	California Fire Code	2022	YES	
	Slate Fire Marshall Regs.	2022		
	NFPA 72	2022		
	California Building Code	2022		
	California Green Building Code	2022		
Zoning Code	CITY OF CAMARILLO Zoning Ordinance			

AREAS:	SIZE	LOAD FACTOR	OCCUPANTS	TYPE
AUDITORIUM MENS RESTROOM	60 S.F.	30 / S.F.	1	B
AUDITORIUM WOMENS RESTROOM	71 S.F.	30 / S.F.	1	B
SENIOR CENTER MENS RESTROOM	160 S.F.	30 / S.F.	5	B
SENIOR CENTER WOMENS RESTROOM	142 S.F.	30 / S.F.	4	B
S.F. TOTAL	433 S.F.		11	

EXIT WIDTH REQUIRED: 36"

SHEET INDEX

GENERAL	
G-001.1	COVER SHEET
ARCHITECTURAL	
A-1.1	SITE PLAN
A-101	SENIOR CENTER - DEMO
A-102	SENIOR CENTER - PROPOSED
A-103	AUDITORIUM - PLANS
A-401	SENIOR CENTER ELEVATIONS
A-402	AUDITORIUM - ELEVATIONS
A-501	ACCESSIBILITY AND CLEARANCE DETAILS
A-502	ACCESS REQUIREMENTS
A-503	ACCESS REQUIREMENTS
A-504	DETAILS
MECHANICAL	
M-100	MECHL NOTES, DETAILS, AND SCHEDULES
M-101	SENIOR CENTER MECHANICAL PLANS
M-102	AUDITORIUM MECHANICAL PLANS
PLUMBING	
P-1.1	PLUMBING LEGEND, NOTES AND SCHEDULES
P-1.2	PLUMBING EQUIPMENT AND FIXTURE SCHEDULES
P-2.1	SENIOR CENTER PLUMBING DEMOLITION FLOOR PLAN
P-2.2	SENIOR CENTER PLUMBING NEW FLOOR PLAN
P-2.3	AUDITORIUM PLUMBING DEMOLITION AND NEW FLOOR PLAN
ELECTRICAL	
E-100	GENERAL NOTES AND SYMBOLS
E-101	SENIOR CENTER DEMOLITION PLANS
E-103	AUDITORIUM PLANS

PROJECT DIRECTORY

OWNER:
Pleasant Valley Recreation and Park District
1605 Burnley St.
Camarillo California, 93010
Attention: Matt Parker
Phone: (805)482-5396 x 301
E-mail: mparker@PVRPD.ORG

ARCHITECT:
Lauterbach & Associates Architects
Everett Scofield, AIA
300 Montgomery Avenue
Oxnard, California, 93036
Phone: 805-988-0912
Fax: 805-981-4510
E-Mail: everett.scofield@la-arch.com

SCOPE OF WORK:

1. INTERIOR REMODEL OF 4 EXISTING PUBLIC RESTROOMS (MENS & WOMENS)
2. INTERIOR REMODEL AND ACCESSIBILITY COMPLIANCE UPDATES OF SENIOR CENTER RESTROOMS AND GREEN ROOM RESTROOMS IN AUDITORIUM.

PROPERTY AND PROJECT INFO

ADDRESS:
1605 BURNLEY STREET
CAMARILLO, CALIFORNIA, 93010

ASSESSOR'S PARCEL NUMBER:
165-0-010-445

EXISTING LAND USE: COMMUNITY PARK
USE: COMMUNITY PARK
ZONE DESIGNATION: R1

APPROVALS REQUIRED:
B&S PERMITS

LAUTERBACH & ASSOCIATES
ARCHITECTS INC.
David C. Kesterson, Architect • Ilona Scott, Architect • Mark S. Pettit, Architect
300 MONTGOMERY AVENUE, OXNARD, CALIFORNIA 93038 | 805-988-0912 | FAX 805-981-4510 | www.la-arch.com



PLEASANT VALLEY REC & PARKS
1605 E. BURNLEY STREET
CAMARILLO, CA, 93010

PVRPD

1605 E. BURNLEY STREET
CAMARILLO, CALIFORNIA, 93010

FOR PLAN CHECK # ONLY

#	REVISION	DATE

NO	DESCRIPTION	DATE

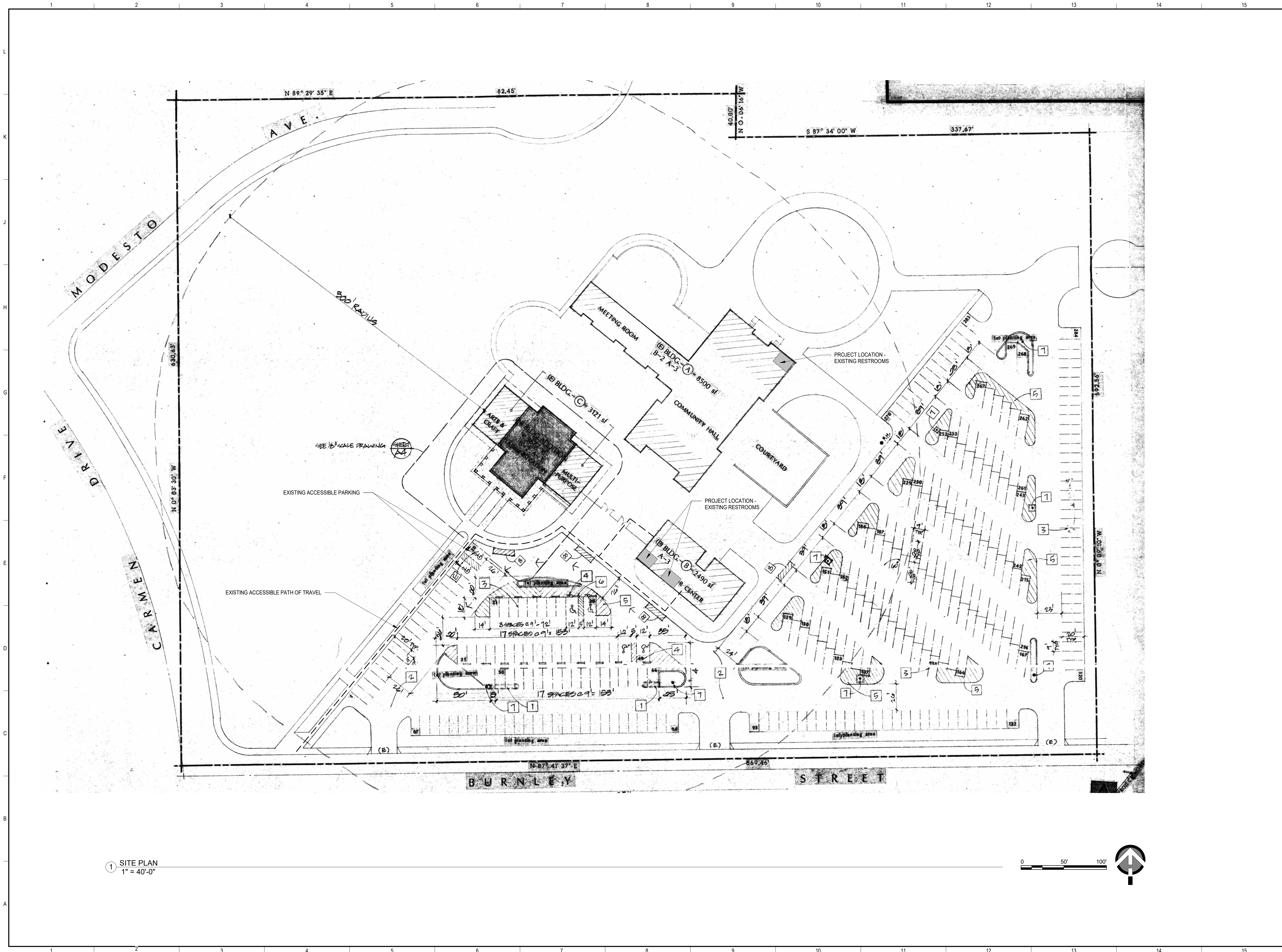
ISSUE

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DRAWN BY: _____ Author
CHECKED BY: _____ Checker
PROJECT MANAGER: _____ Approver
ISSUE DATE: _____ 02/16/15

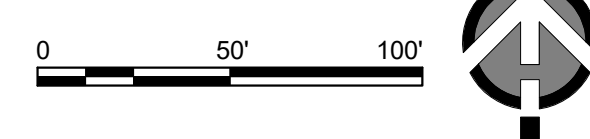
COVER SHEET

G-001

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1 SITE PLAN
1" = 40'-0"



LAUTERBACH & ASSOCIATES
ARCHITECTS
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ISSUE

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DRAWN BY: _____ Author

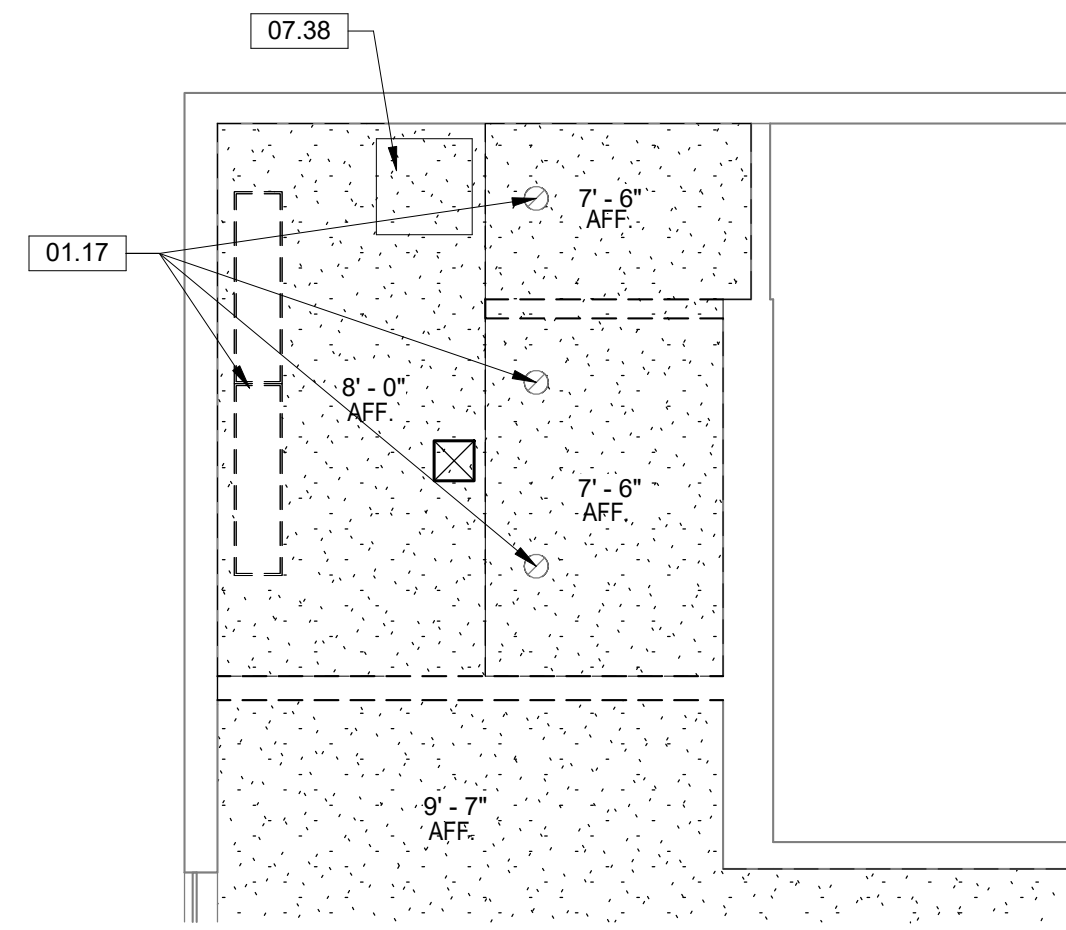
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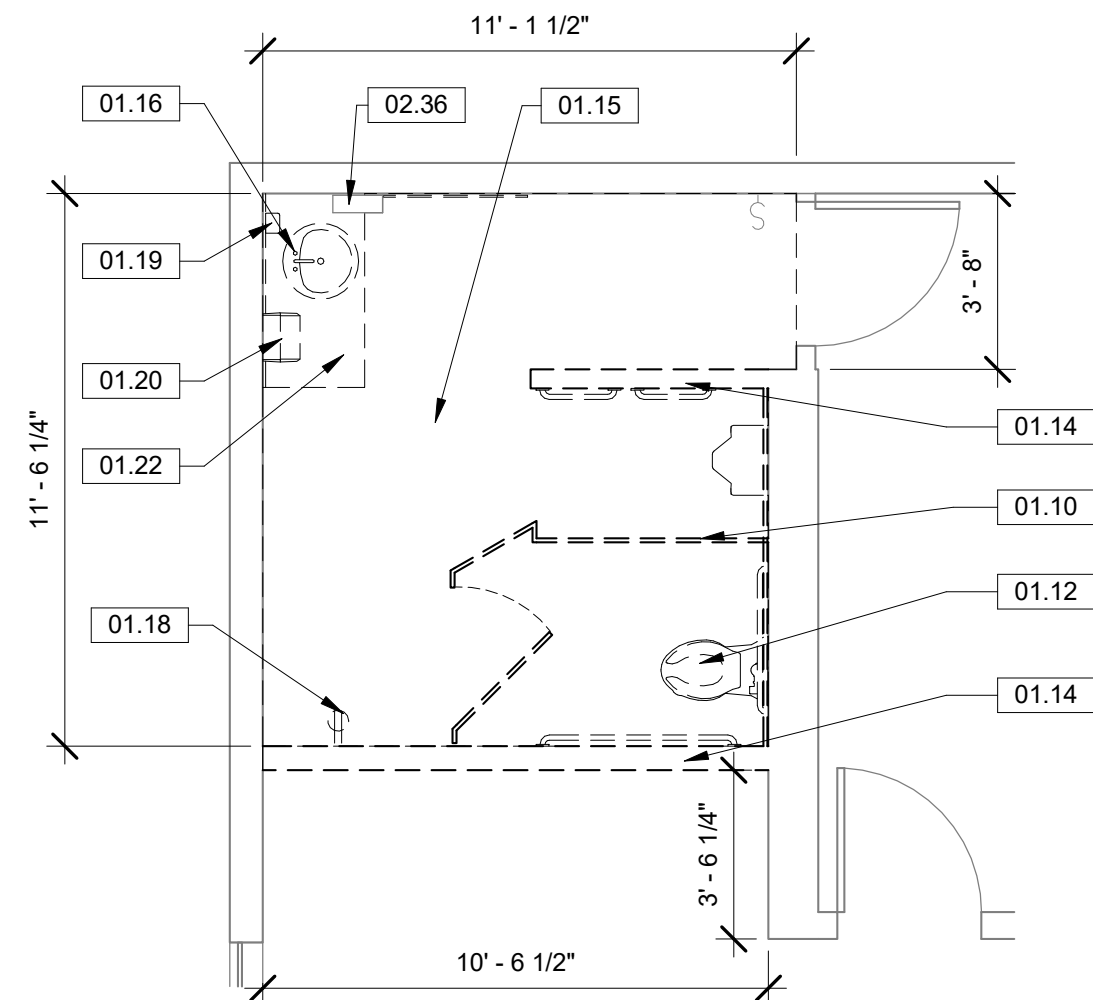
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SITE PLAN
A-1.1

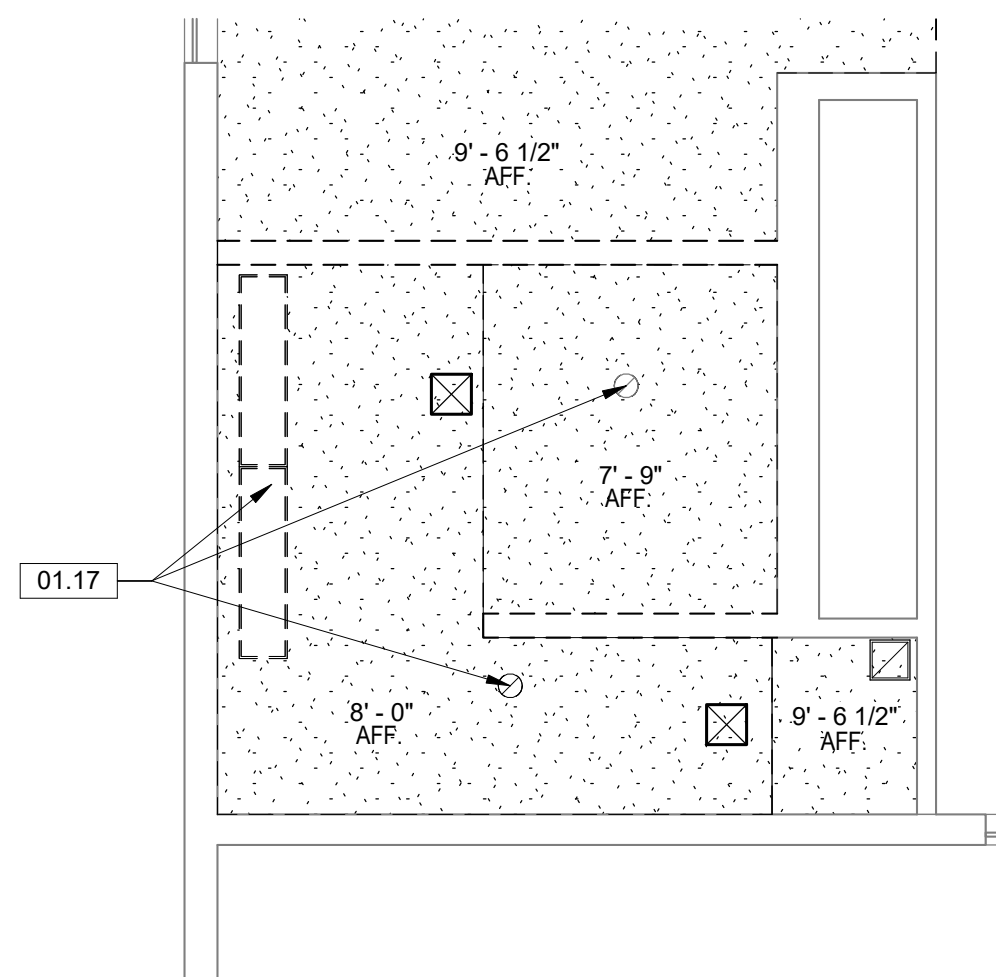
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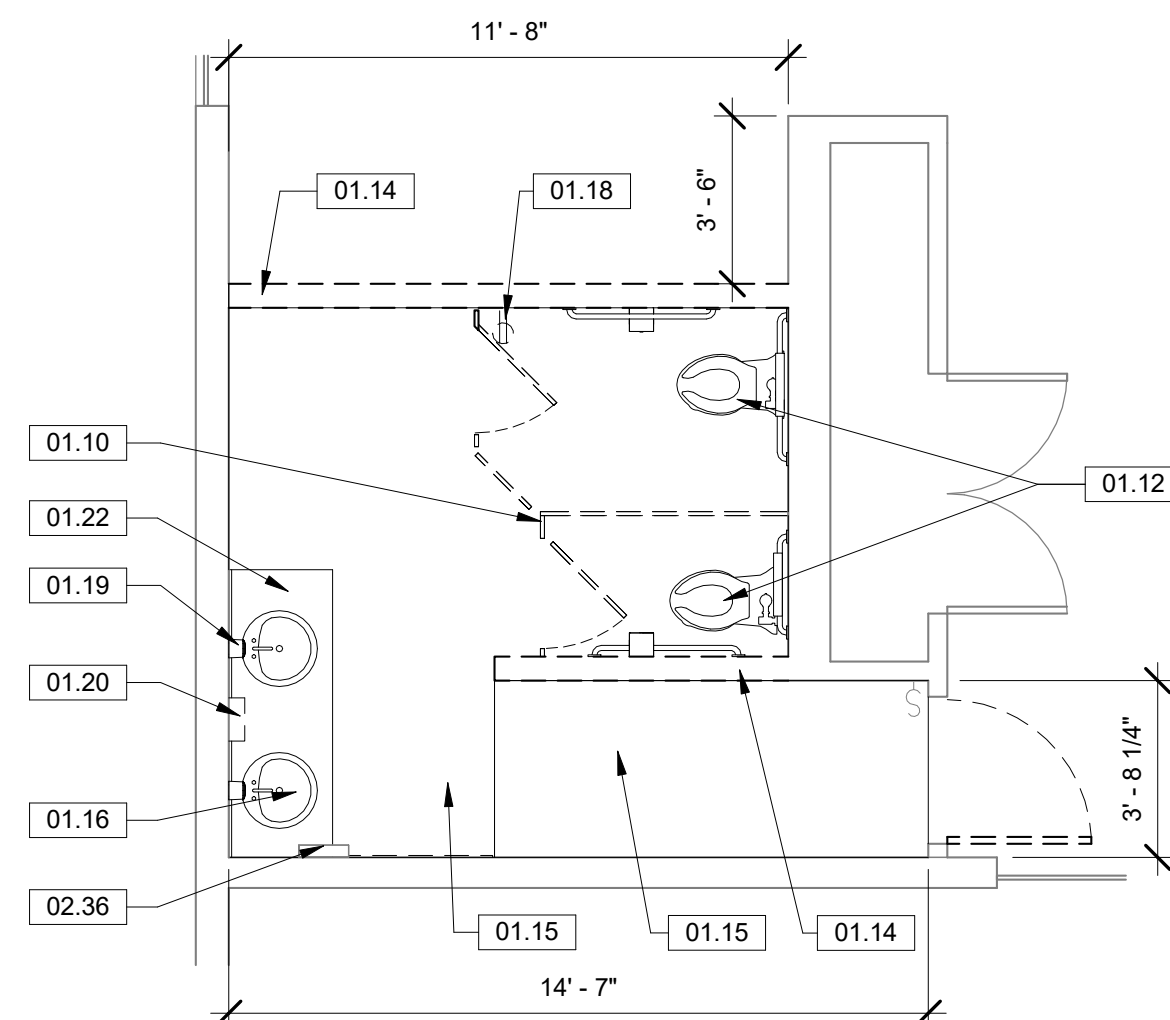
5 SENIOR CENTER - MENS RESTROOM CEILING PLAN - EXISTING
1/4" = 1'-0"



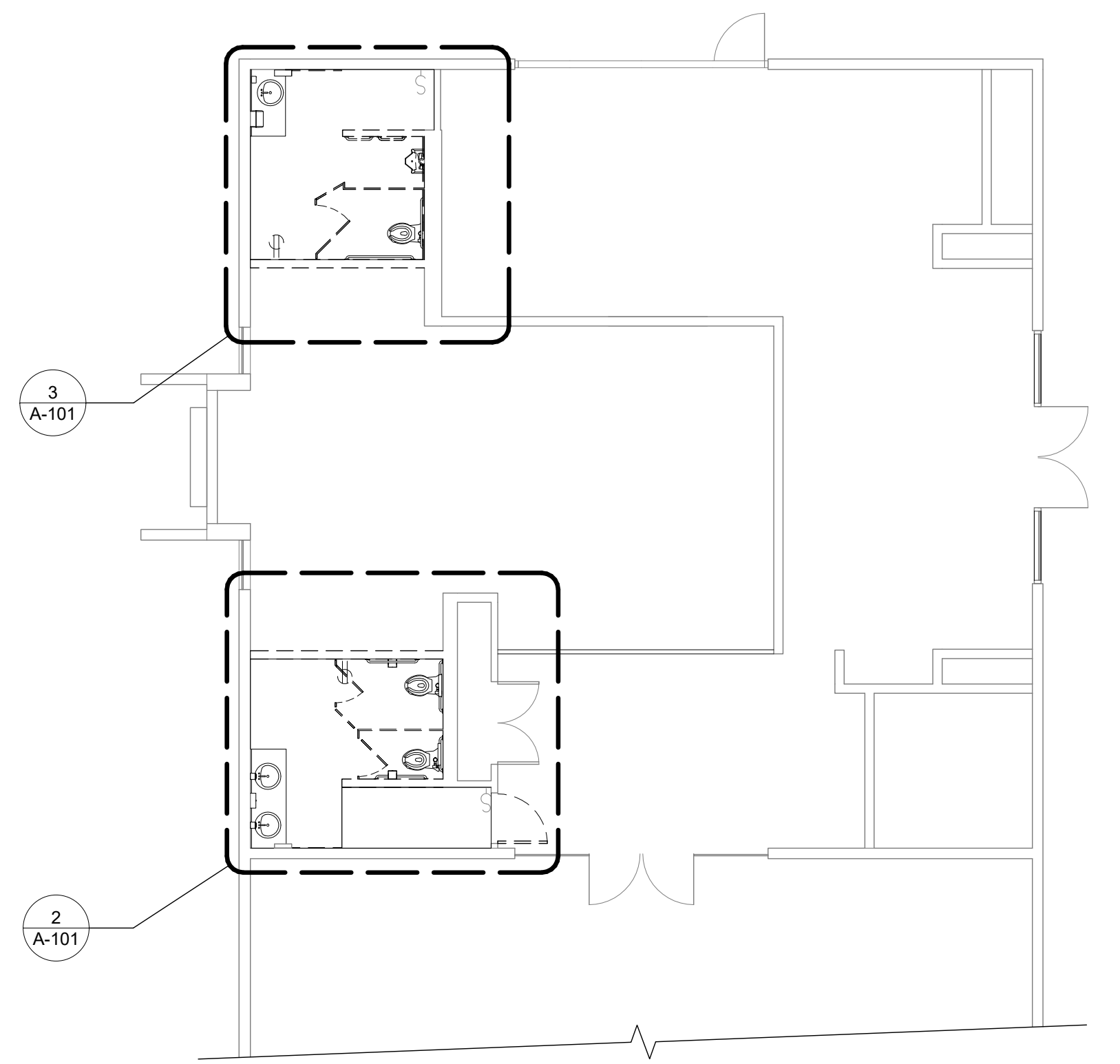
3 SENIOR CENTER - MENS RESTROOM - EXISTING
1/4" = 1'-0"



4 SENIOR CENTER - WOMENS RESTROOM CEILING PLAN - EXISTING
1/4" = 1'-0"



2 SENIOR CENTER - WOMENS RESTROOM - EXISTING/DEMO
1/4" = 1'-0"



1 DEMO PLAN - SENIOR CENTER
1/8" = 1'-0"

KEYNOTES	
01.10	PARTITION WALLS TO BE DEMOLISHED
01.12	WATER CLOSET TO BE DEMOLISHED
01.14	WALL TO BE DEMOLISHED
01.15	FLOOR TILE TO BE DEMOLISHED
01.16	EXISTING SINK TO BE DEMOLISHED
01.17	EXISTING LIGHTING TO BE DEMOLISHED
01.18	EXISTING NON GFCI OUTLET TO BE REMOVED
01.19	EXISTING SOAP DISPENSER TO BE REMOVED
01.20	EXISTING PAPER TOWEL DISPENSER TO BE REMOVED
01.22	EXISTING COUNTERTOP TO BE DEMOLISHED
02.36	EXISTING SHARPS CONTAINER CABINET TO REMAIN
07.38	ACCESS PANEL

LEGEND	
	RECESSED CAN LIGHTING
	SQUARE LIGHT FIXTURE
	AIR VENT
	LIGHT FIXTURE
	FIRE SPRINKLER

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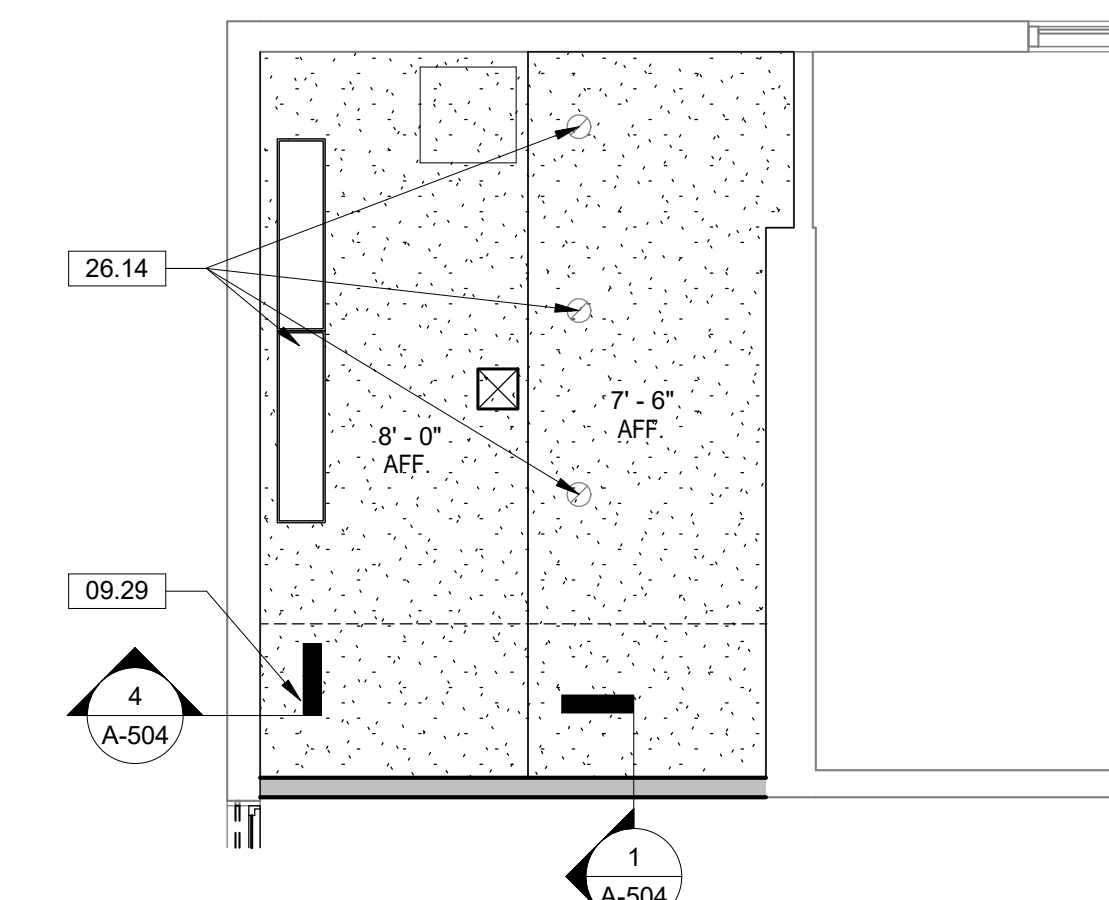
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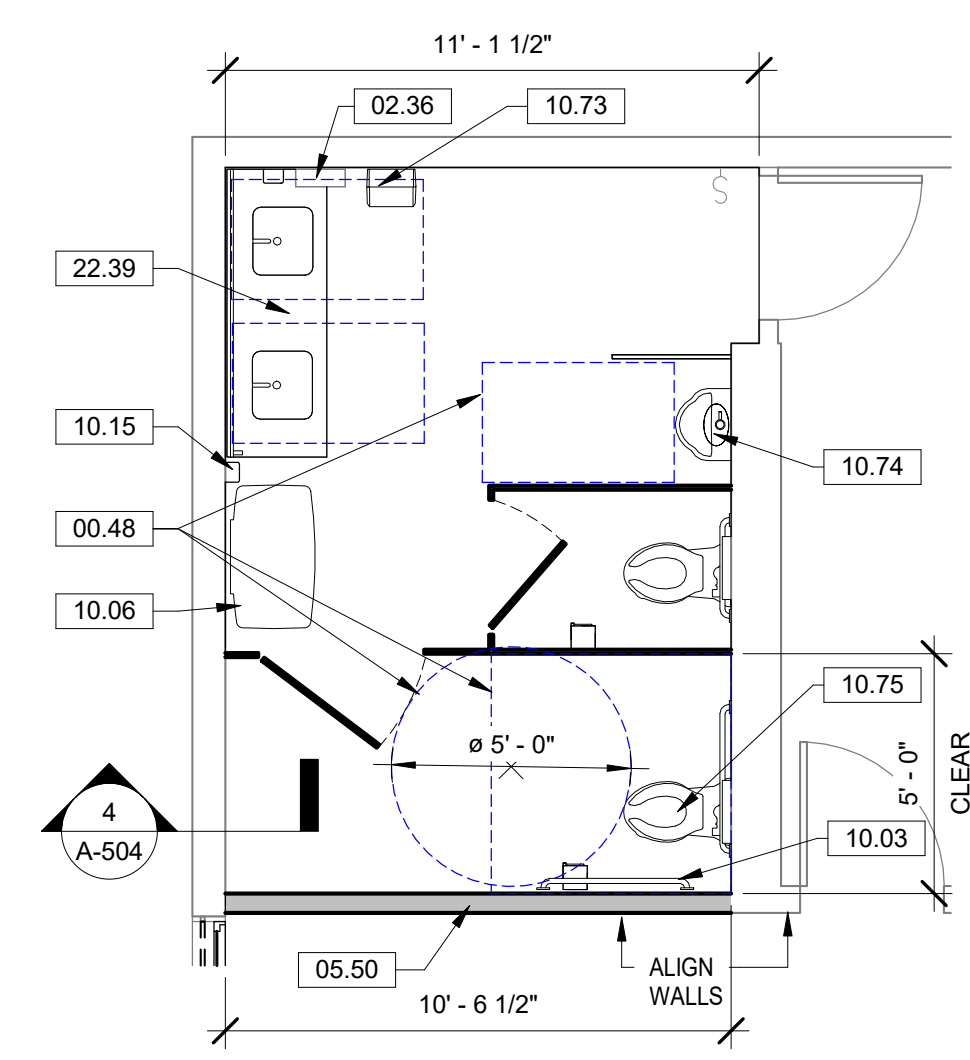
JOB NO.	Project Number
DRAWN BY:	Author
CHECKED BY:	Checker
PROJECT MANAGER:	Approver
ISSUE DATE:	09/30/15

**SENIOR CENTER -
DEMO**
A-101

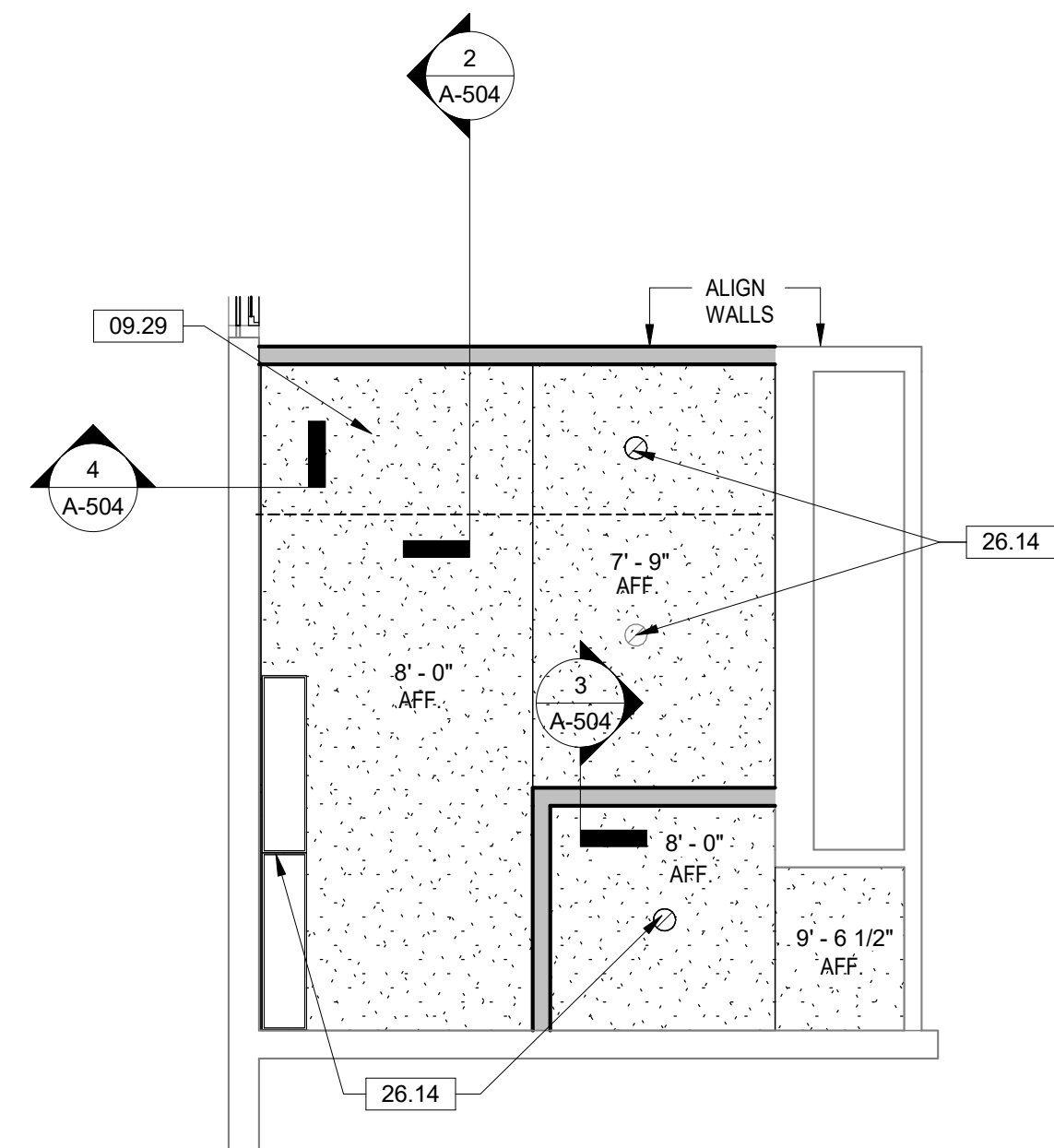




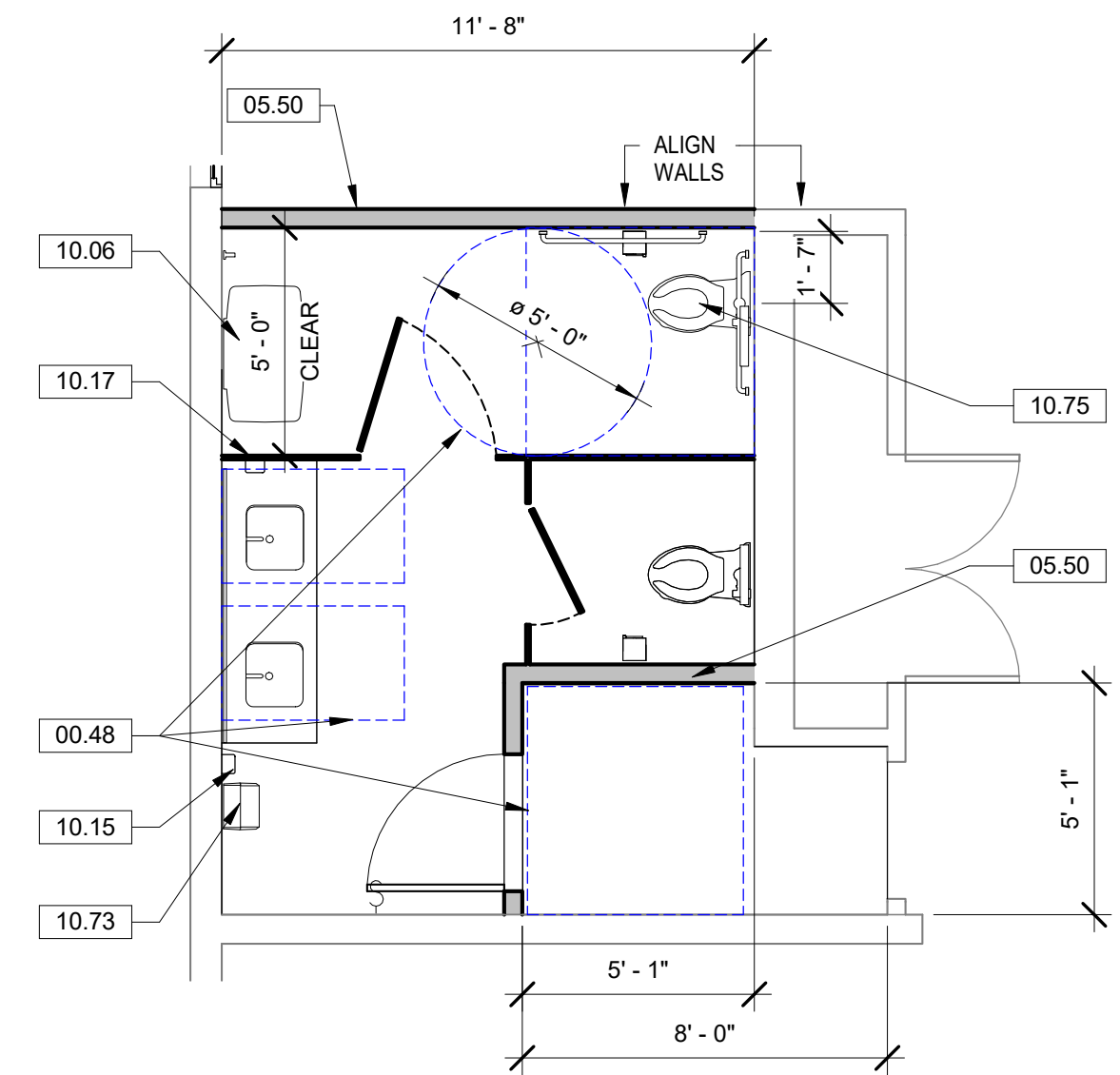
5 SENIOR CENTER - MENS RESTROOM CEILING PLAN
1/4" = 1'-0"



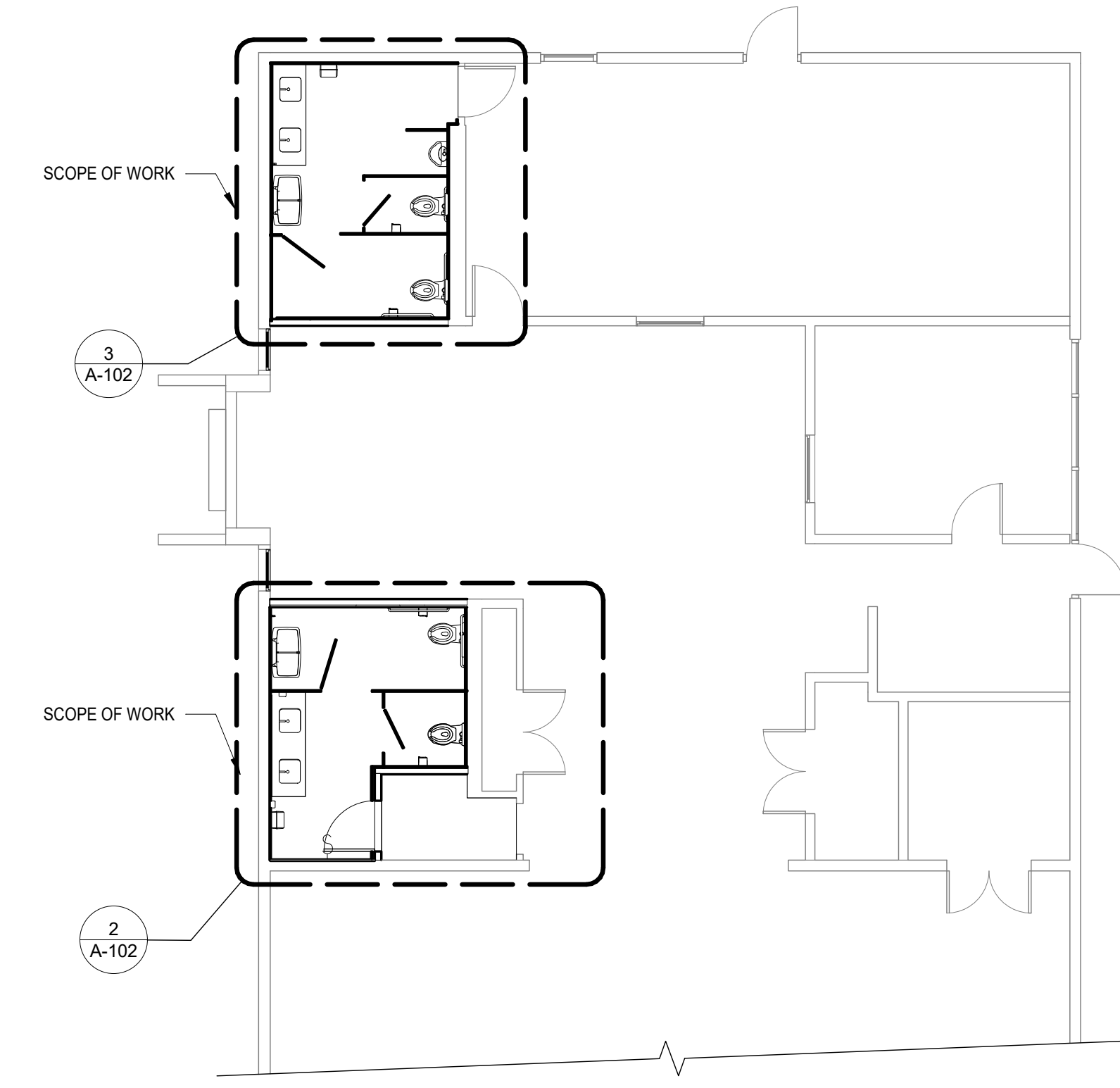
3 SENIOR CENTER - MENS RESTROOM
1/4" = 1'-0"



4 SENIOR CENTER - WOMENS RESTROOM CEILING PLAN
1/4" = 1'-0"



2 SENIOR CENTER - WOMENS RESTROOM
1/4" = 1'-0"



1 PROPOSED FLOOR PLAN - SENIOR CENTER
1/8" = 1'-0"

KEYNOTES	
00.48	ACCESS CLEARANCE
02.36	EXISTING SHARPS CONTAINER CABINET TO REMAIN
05.50	NEW WALL
09.29	EXTEND CEILING
10.03	GRAB BAR - 36"
10.06	KOALA KARE KB300 OR APPROVED EQUAL BABY CHANGING STATION
10.15	SOAP DISPENSER - WALL MOUNTED
10.17	TOILET PARTITION
10.73	PAPER TOWEL DISPENSER - SURFACE MOUNTED
10.74	NEW URINALS
10.75	NEW TOILETS
22.39	NEW DOUBLE SINK
26.14	NEW LIGHT FIXTURES

LEGEND	
	RECESSED CAN LIGHTING
	SQUARE LIGHT FIXTURE
	AIR VENT
	LIGHT FIXTURE
	FIRE SPRINKLER



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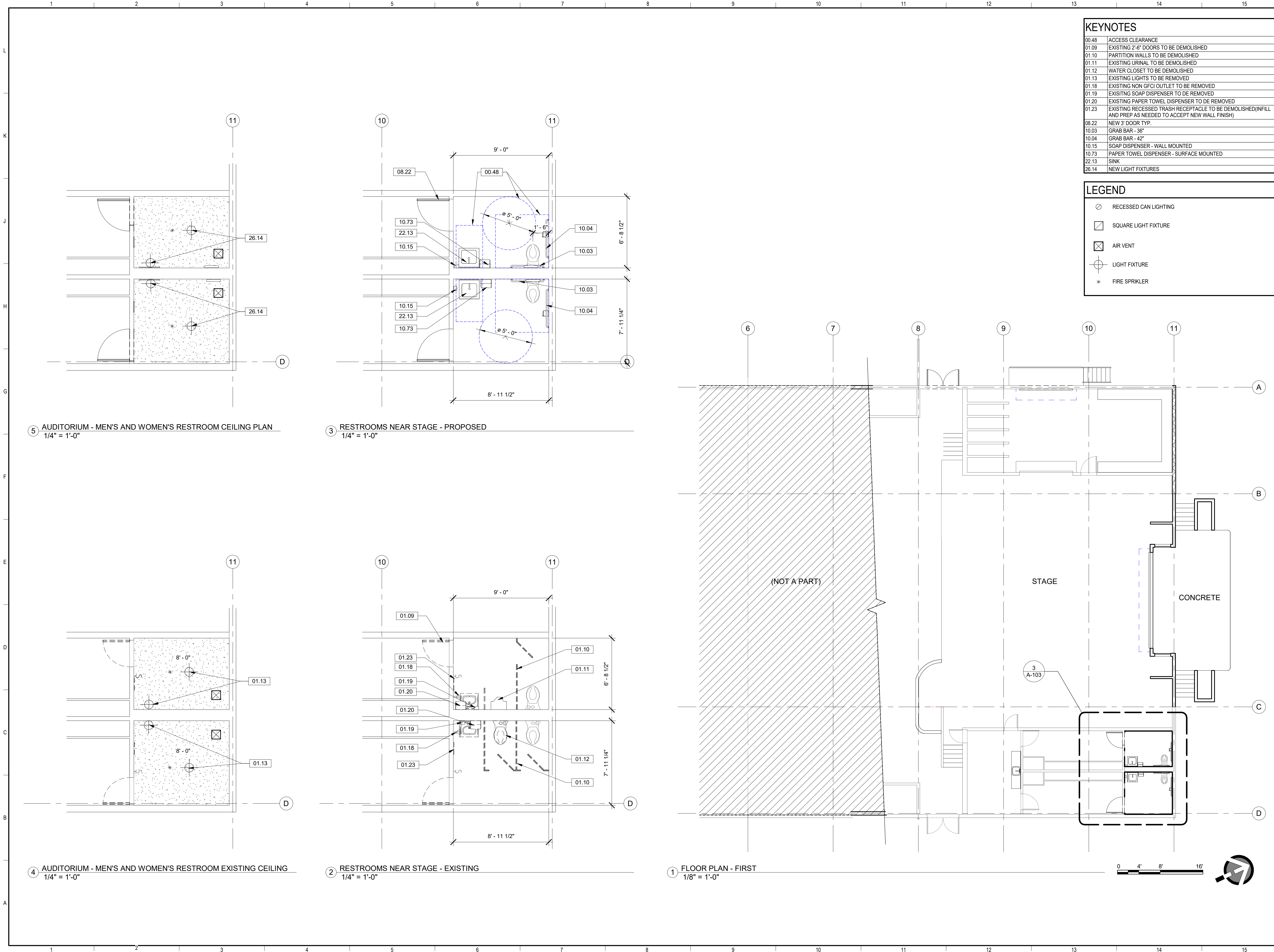
JOB NO.	Project Number
DRAWN BY:	Author
CHECKED BY:	Checker
PROJECT MANAGER:	Approver
ISSUE DATE:	10/01/15

**SENIOR CENTER -
PROPOSED**
A-102

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C:\2023\Project20-230406 PV Rec & Parks\1605 E Burnley St Cam Auditorium Drawings\Architectural\PRPD Auditorium Renovation new.rvt



KEYNOTES	
00.48	ACCESS CLEARANCE
01.09	EXISTING 2'-6" DOORS TO BE DEMOLISHED
01.10	PARTITION WALLS TO BE DEMOLISHED
01.11	EXISTING URINAL TO BE DEMOLISHED
01.12	WATER CLOSET TO BE DEMOLISHED
01.13	EXISTING LIGHTS TO BE REMOVED
01.18	EXISTING NON GFCEI OUTLET TO BE REMOVED
01.19	EXISTING SOAP DISPENSER TO BE REMOVED
01.20	EXISTING PAPER TOWEL DISPENSER TO BE REMOVED
01.23	EXISTING RECESSED TRASH RECEPTACLE TO BE DEMOLISHED (INFILL AND PREP AS NEEDED TO ACCEPT NEW WALL FINISH)
08.22	NEW 3' DOOR TYP.
10.03	GRAB BAR - 36"
10.04	GRAB BAR - 42"
10.15	SOAP DISPENSER - WALL MOUNTED
10.73	PAPER TOWEL DISPENSER - SURFACE MOUNTED
22.13	SINK
26.14	NEW LIGHT FIXTURES

LEGEND	
	RECESSED CAN LIGHTING
	SQUARE LIGHT FIXTURE
	AIR VENT
	LIGHT FIXTURE
	FIRE SPRINKLER

5 AUDITORIUM - MEN'S AND WOMEN'S RESTROOM CEILING PLAN
1/4" = 1'-0"

3 RESTROOMS NEAR STAGE - PROPOSED
1/4" = 1'-0"

4 AUDITORIUM - MEN'S AND WOMEN'S RESTROOM EXISTING CEILING
1/4" = 1'-0"

2 RESTROOMS NEAR STAGE - EXISTING
1/4" = 1'-0"

1 FLOOR PLAN - FIRST
1/8" = 1'-0"

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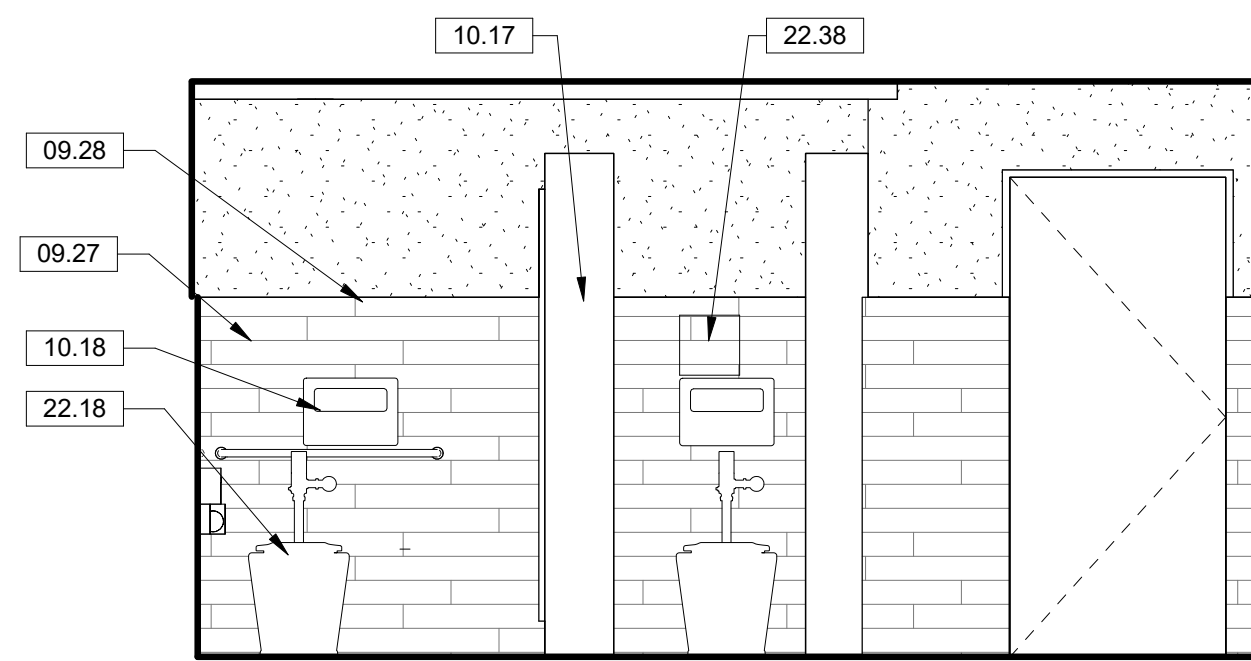
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PROJECT MANAGER: _____ Approver
ISSUE DATE: _____ 03/25/24

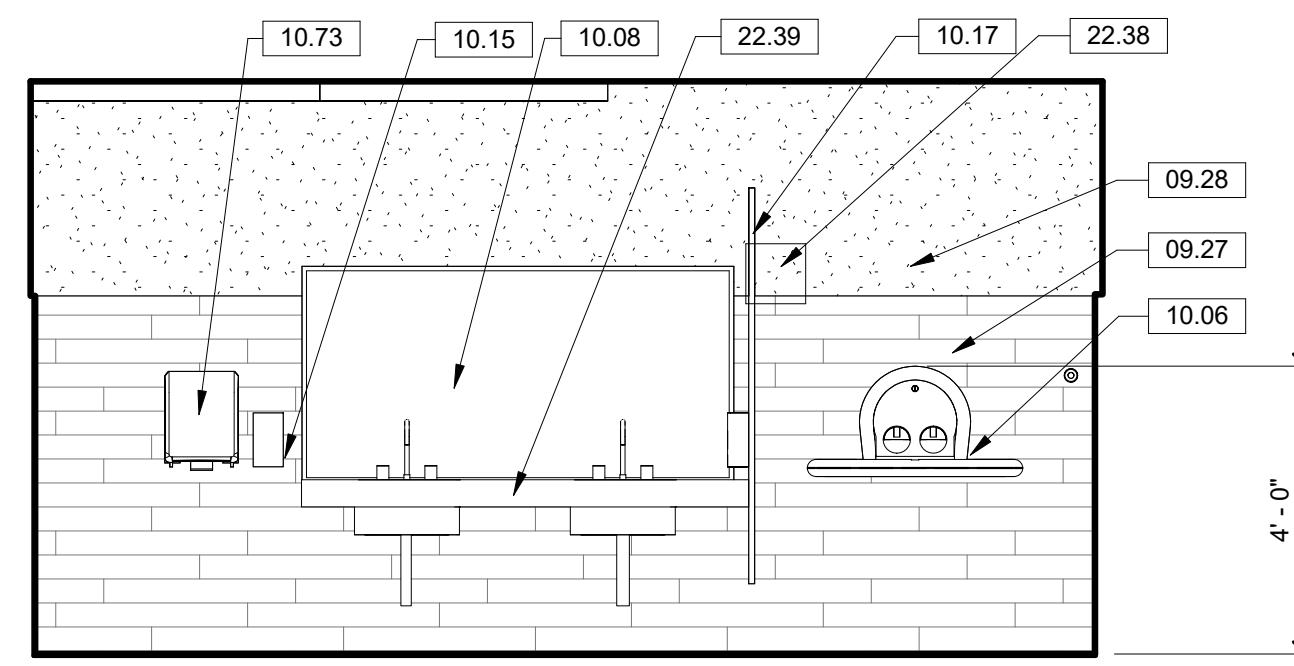
**AUDITORIUM -
PLANS**
A-103

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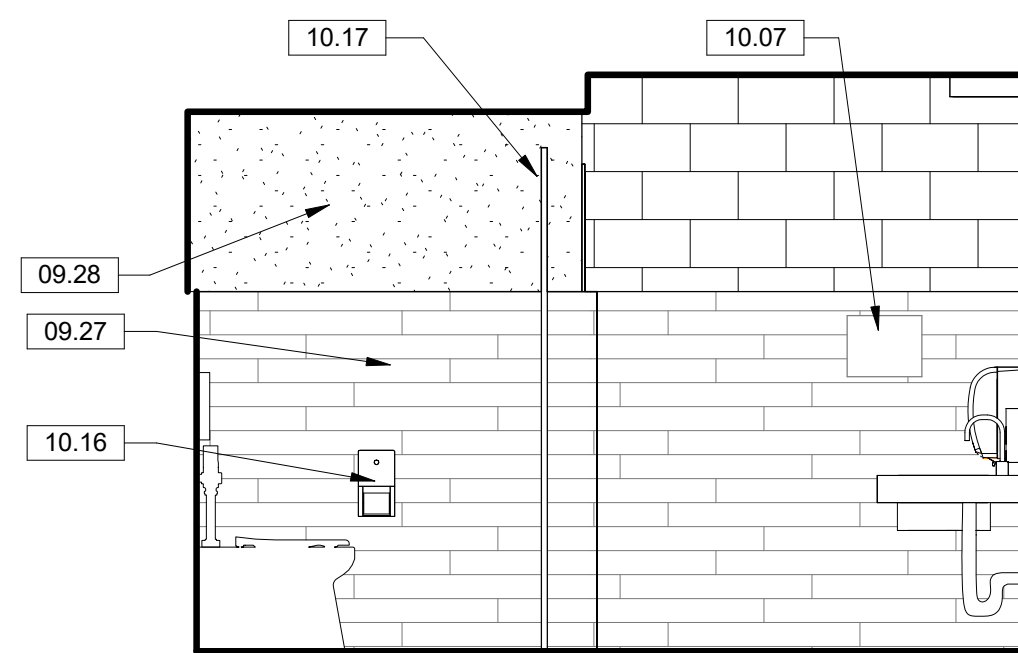
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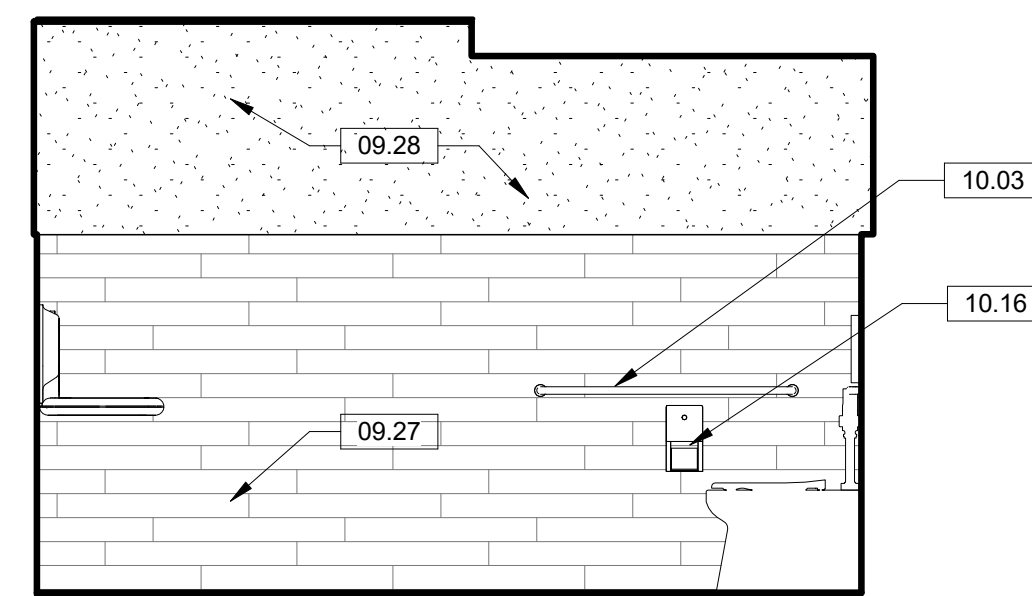
8 SENIOR CENTER - WOMENS RESTROOM - SOUTH
3/8" = 1'-0"



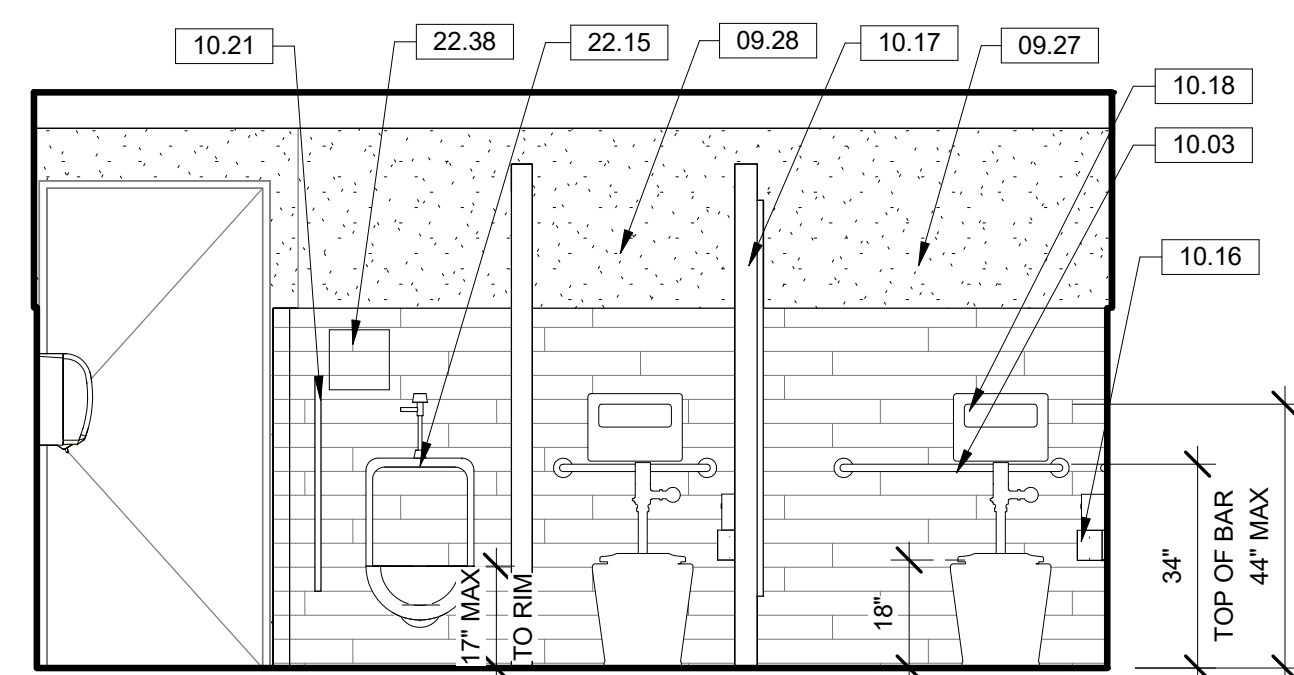
6 SENIOR CENTER - WOMENS RESTROOM - NORTH
3/8" = 1'-0"



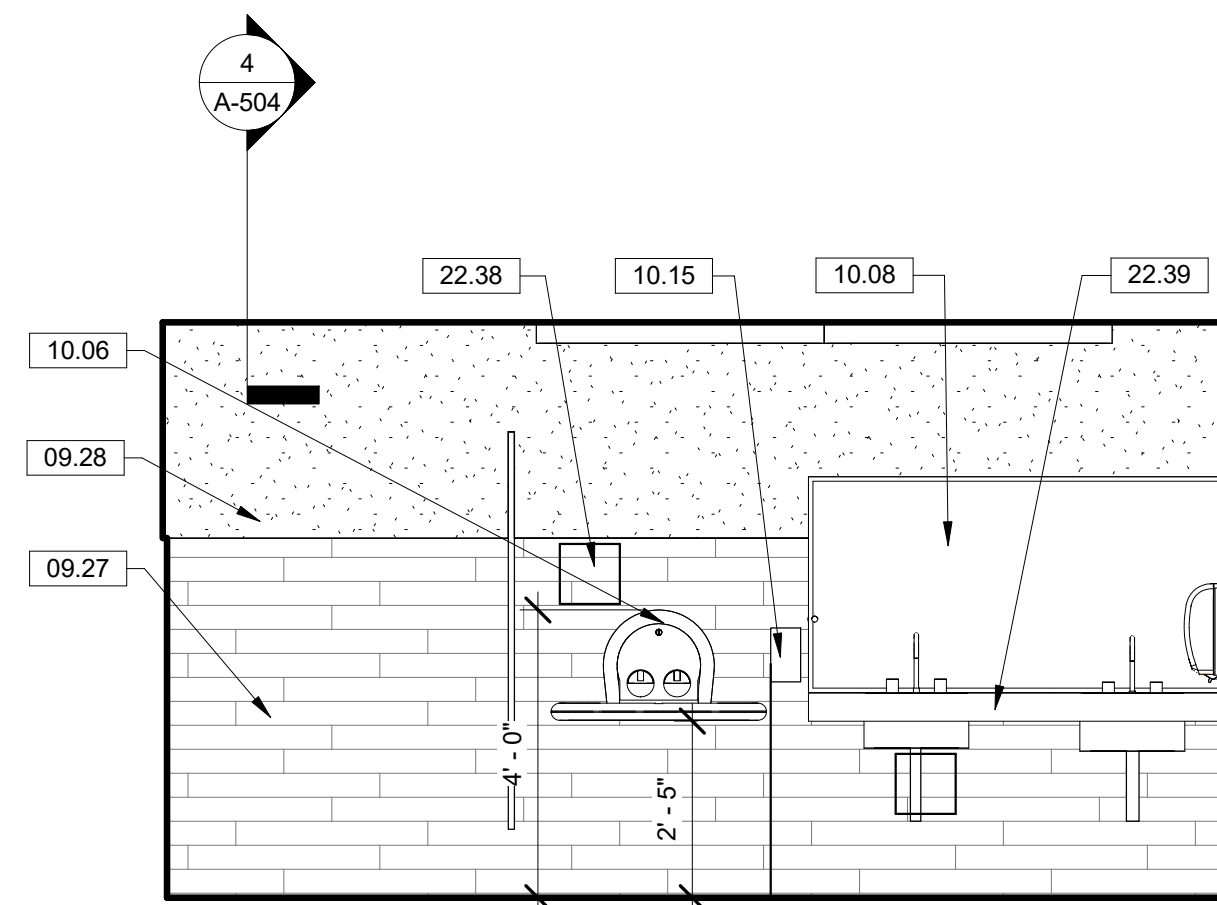
7 SENIOR CENTER - WOMENS RESTROOM - WEST
3/8" = 1'-0"



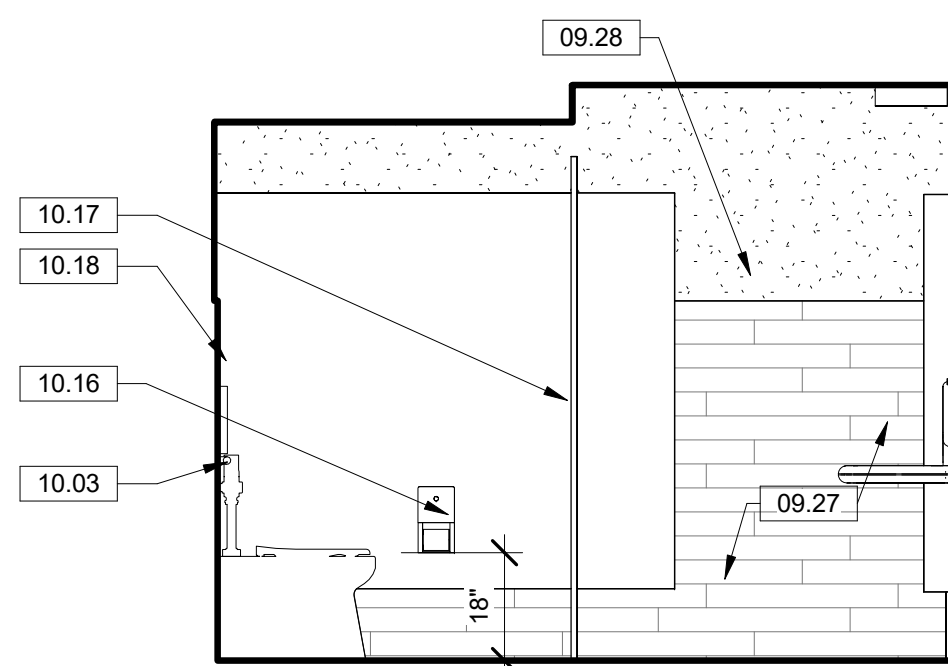
5 SENIOR CENTER - WOMENS RESTROOM - EAST
3/8" = 1'-0"



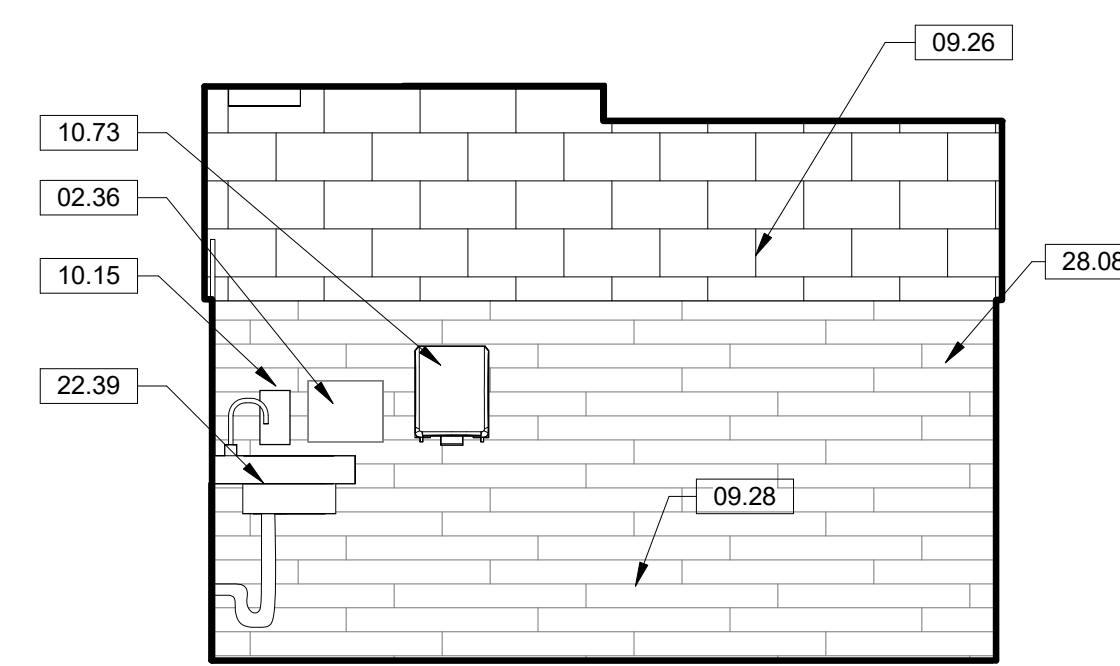
4 SENIOR CENTER - MENS RESTROOM - SOUTH
3/8" = 1'-0"



2 SENIOR CENTER - MENS RESTROOM - NORTH
3/8" = 1'-0"



3 SENIOR CENTER - MENS RESTROOM - WEST
3/8" = 1'-0"



1 SENIOR CENTER - MENS RESTROOM - EAST
3/8" = 1'-0"

KEYNOTES	
02.36	EXISTING SHARPS CONTAINER CABINET TO REMAIN
09.26	PAINTED CMU BLOCK WALL
09.27	INTERIOR WOOD FINISH TO MATCH OTHER EXISTING RESTROOM
09.28	PAINTED TEXTURED GYMNUM BOARD WALL
10.03	GRAB BAR - 36"
10.06	KOALA KARE KB300 OR APPROVED EQUAL BABY CHANGING STATION
10.07	MEDICINE CABINET
10.08	MIRROR
10.15	SOAP DISPENSER - WALL MOUNTED
10.16	TOILET PAPER DISPENSER - WALL MOUNTED
10.17	TOILET PARTITION
10.18	TOILET SEAT COVER DISPENSER - WALL MOUNTED
10.21	URINAL PARTITION
10.73	PAPER TOWEL DISPENSER - SURFACE MOUNTED
22.15	URINAL WITH FLUSH VALVE SENSOR - WALL HUNG
22.18	WATER CLOSET
22.38	CLEANOUT
22.39	NEW DOUBLE SINK
28.08	LIGHT SWITCH



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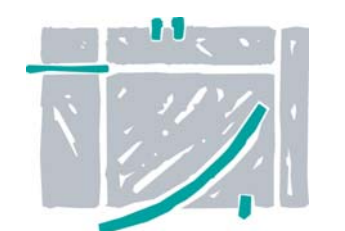
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CHECKED BY: _____ Checker
PROJECT MANAGER: _____ Approver
ISSUE DATE: _____ 02/15/19

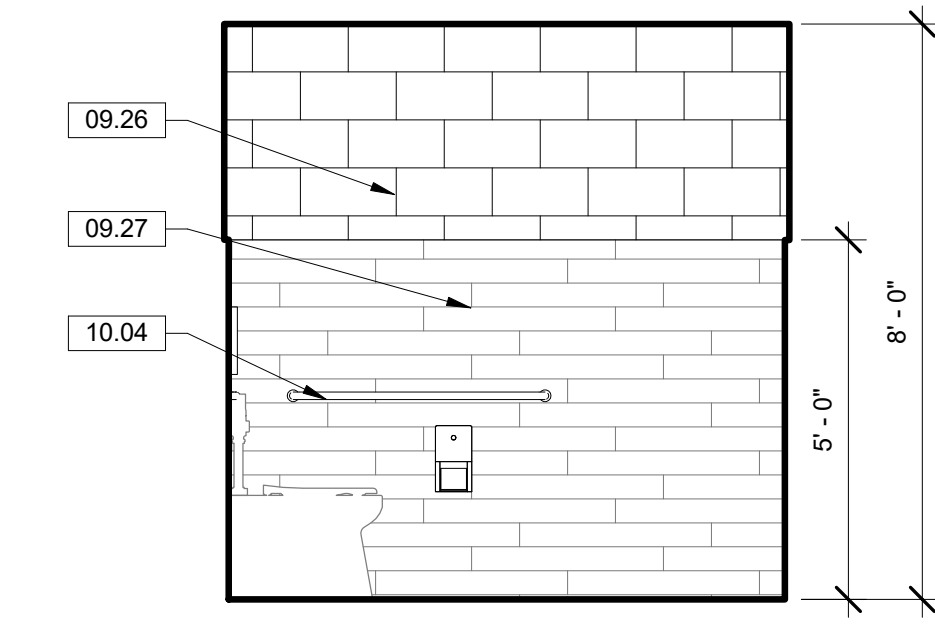
**SENIOR CENTER
ELEVATIONS**
A-401

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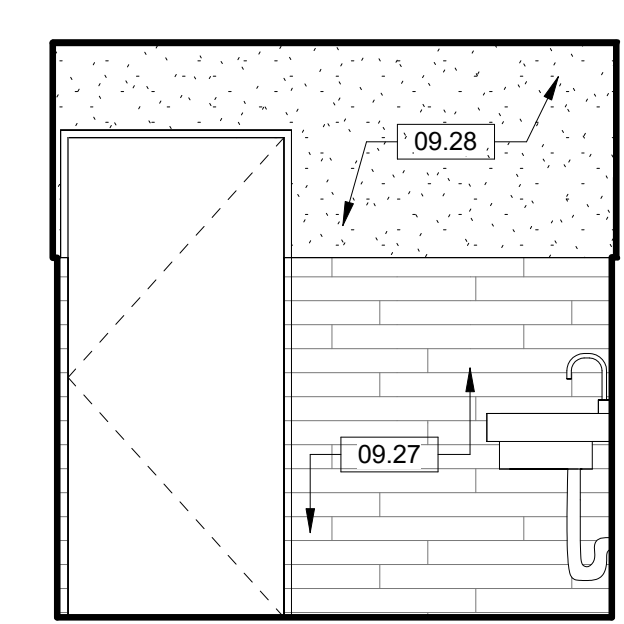
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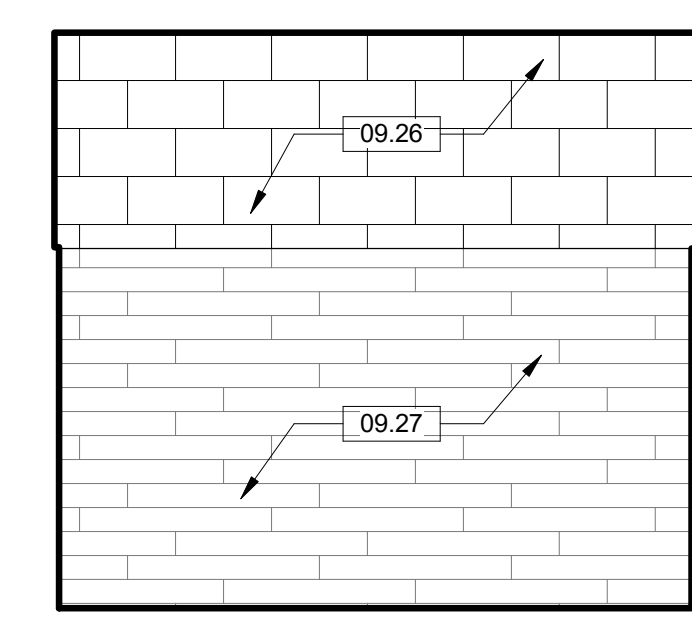
KEYNOTES	
09.26	PAINTED CMU BLOCK WALL
09.27	INTERIOR WOOD FINISH TO MATCH OTHER EXISTING RESTROOM
09.28	PAINTED TEXTURED GYPSUM BOARD WALL
10.03	GRAB BAR - 36"
10.04	GRAB BAR - 42"
10.08	MIRROR
10.11	PAPER TOWEL DISPENSER / WASTE RECEPTACLE - SURFACE MOUNTED
10.15	SOAP DISPENSER - WALL MOUNTED
10.16	TOILET PAPER DISPENSER - WALL MOUNTED
10.18	TOILET SEAT COVER DISPENSER - WALL MOUNTED
10.73	PAPER TOWEL DISPENSER - SURFACE MOUNTED
22.13	SINK
22.38	CLEANOUT



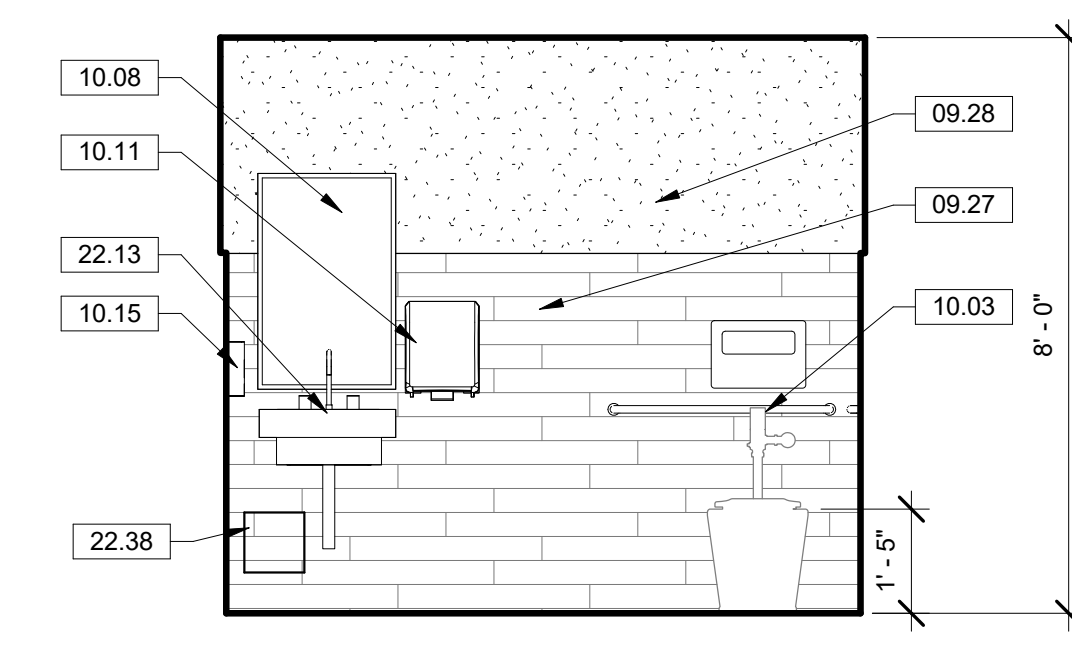
8 AUDITORIUM - WOMENS RESTROOM - SOUTH
3/8" = 1'-0"



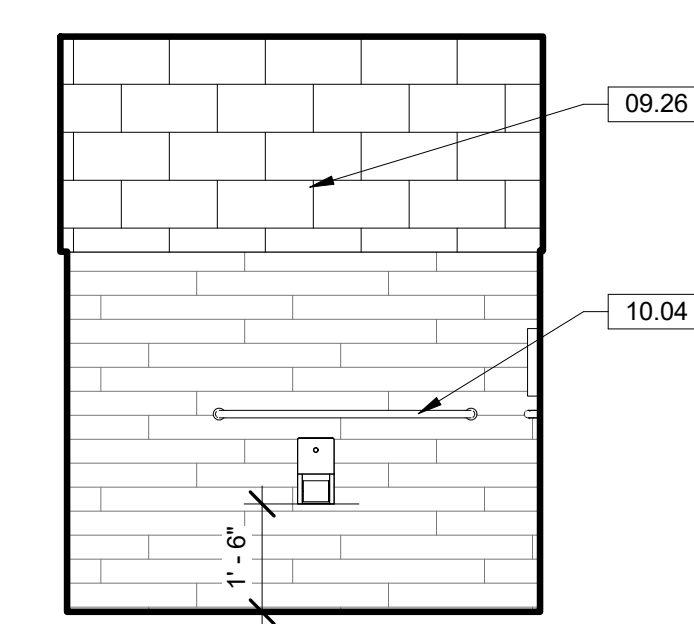
6 AUDITORIUM - WOMENS RESTROOM - NORTH
3/8" = 1'-0"



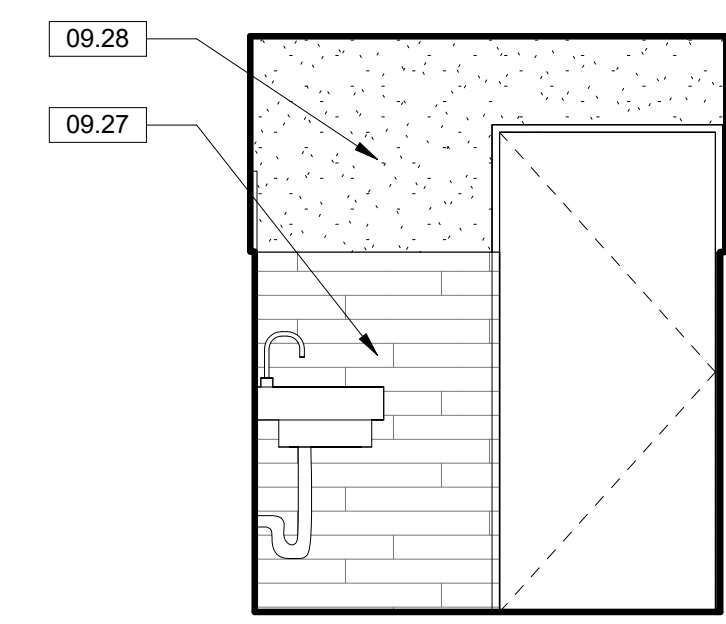
7 AUDITORIUM - WOMENS RESTROOM - WEST
3/8" = 1'-0"



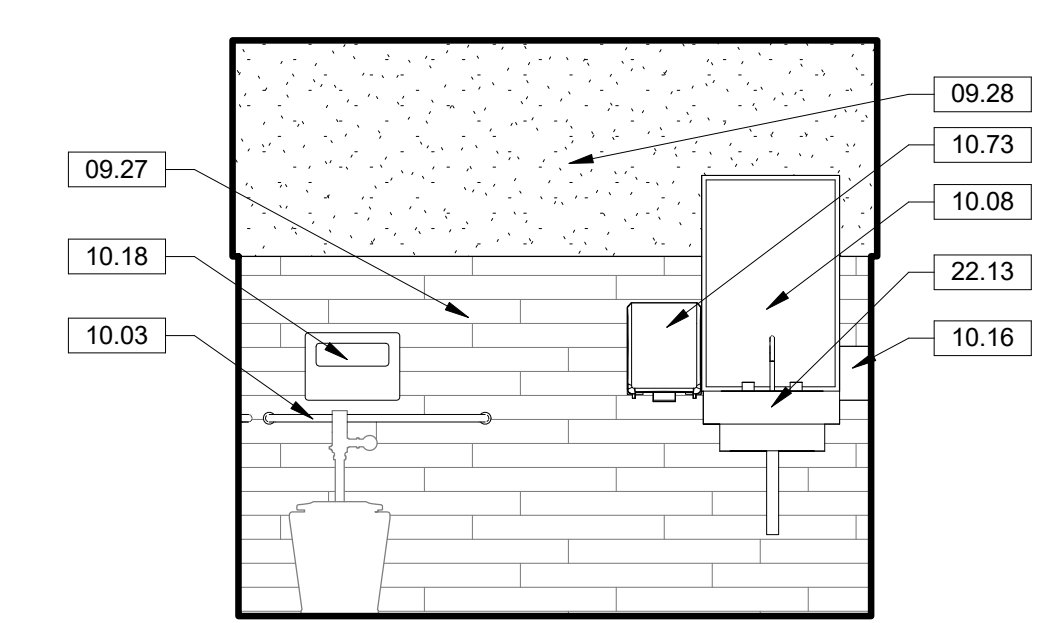
5 AUDITORIUM - WOMENS RESTROOM - EAST
3/8" = 1'-0"



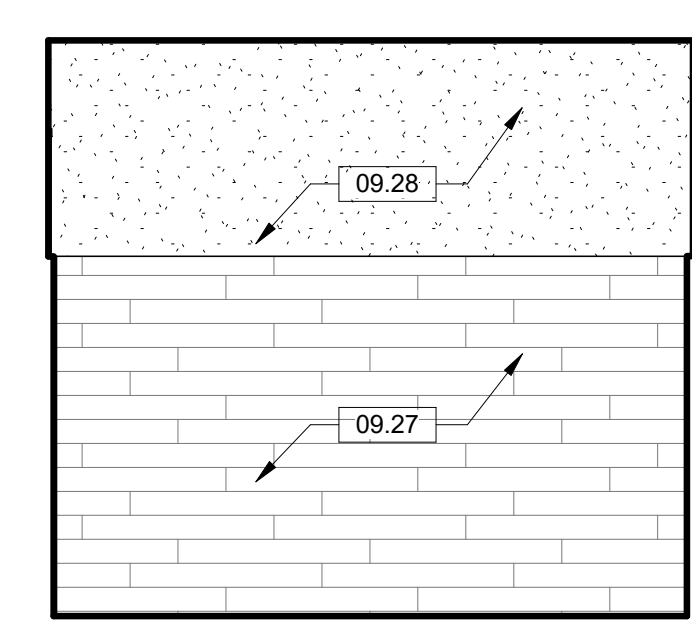
4 AUDITORIUM - MENS RESTROOM - SOUTH
3/8" = 1'-0"



2 AUDITORIUM - MENS RESTROOM - NORTH
3/8" = 1'-0"



3 AUDITORIUM - MENS RESTROOM - WEST
3/8" = 1'-0"



1 AUDITORIUM - MENS RESTROOM - EAST
3/8" = 1'-0"

LAUTERBACH & ASSOCIATES
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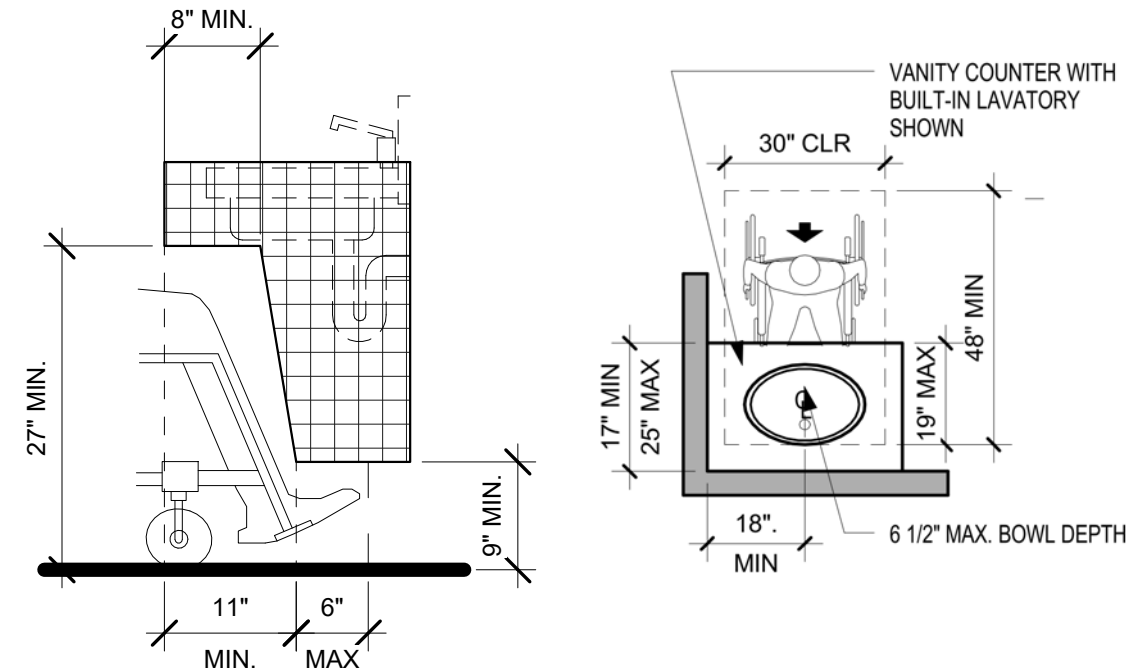
JOB NO.	Project Number
DRAWN BY:	JSC
CHECKED BY:	EFS
PROJECT MANAGER:	Approver
ISSUE DATE:	03/25/24

**AUDITORIUM -
ELEVATIONS**
A-402

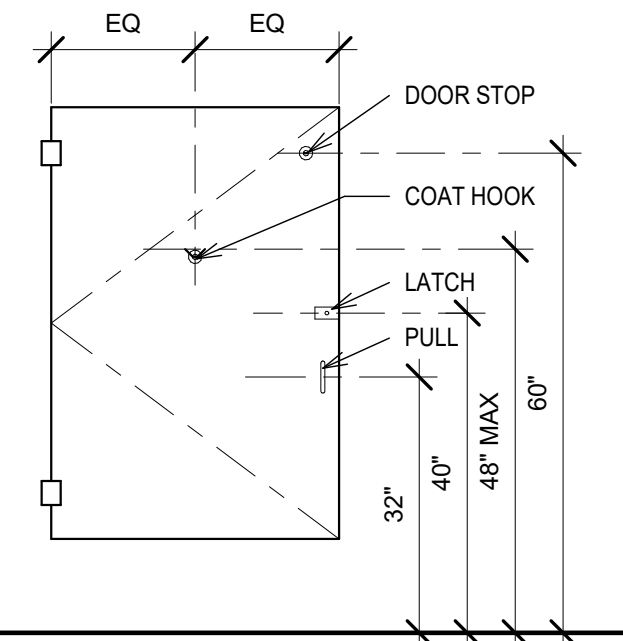
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ACCESSIBLE LAVATORIES SHALL COMPLY WITH CBC SECTIONS 1127A.3, 1138A.2 AND 11B-606. LAVATORY FIXTURES, VANITIES AND BUILT-IN LAVATORIES SHALL COMPLY WITH THE FOLLOWING:

- LAVATORIES, WHEN LOCATED ADJACENT TO A SIDE WALL OR PARTITION, SHALL BE A MINIMUM OF 18" TO THE CENTERLINE OF THE FIXTURE. ALL LAVATORIES DESIGNATED TO BE ACCESSIBLE SHALL BE A MINIMUM 17" IN HORIZONTAL DEPTH AND MOUNTED WITH THE RIM OR COUNTER EDGE NO HIGHER THAN 34" ABOVE B, THE FINISH FLOOR AND WITH VERTICAL CLEARANCE MEASURED FROM THE BOTTOM APRON OR OUTSIDE BOTTOM EDGE OF THE LAVATORY OF 29" REDUCING TO 27" AT A POINT LOCATED 8" BACK FROM THE FRONT EDGE. IN ADDITION, A MINIMUM 9" HIGH TOE CLEARANCE MUST BE PROVIDED EXTENDING BACK TOWARD THE WALL TO A DISTANCE NO MORE THAN 6" FROM THE BACK WALL. THE TOE CLEARANCE SPACE MUST BE FREE OF EQUIPMENT AND OBSTRUCTIONS. SEE FIGURE B BELOW.
- A CLEAR FLOOR SPACE 30" BY 48" COMPLYING WITH THE FIGURES BELOW AND DETAIL 7, NOTE D, OF SHEET A-502.1 SHALL BE PROVIDED IN FRONT OF AND CENTERED ON ACCESSIBLE LAVATORIES TO ALLOW FORWARD APPROACH. SUCH CLEAR FLOOR SPACE SHALL ADJOIN OR OVERLAP AN ACCESSIBLE ROUTE AND SHALL NOT EXTEND INTO THE KNEE AND TOE SPACE UNDERNEATH THE LAVATORY MORE THAN 19". THIS CLEAR SPACE SHALL COMPLY WITH ALLOWABLE REACH RANGES.
- THE FLOOR FINISH BENEATH THE LAVATORY SHALL EXTEND TO THE WALL.
- HOT WATER & DRAIN PIPES EXPOSED UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
- LAVATORY FAUCET CONTROLS AND OPERATION MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 POUND-FORCE. LEVER OPERATED, PUSH-TYPE, AND ELECTRONICALLY CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGNS. SELF-CLOSING VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 10 SECONDS.
- WHERE MIRRORS OR TOWEL FIXTURES ARE PROVIDED, AT LEAST ONE OF EACH SHALL BE ACCESSIBLE AND SHALL BE MOUNTED WITH THE BOTTOM EDGE NO HIGHER THAN 40" FROM THE FLOOR. SEE DETAIL 2 ON SHEET A-502.1 FOR ADDITIONAL INFORMATION.



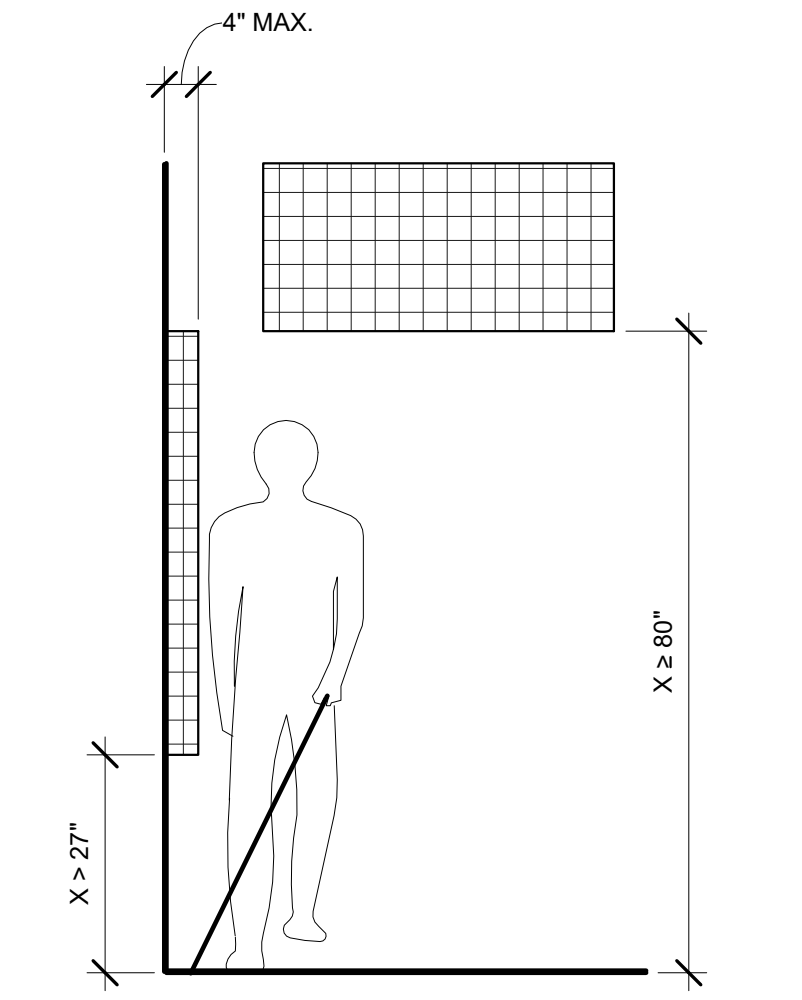
9 LAVATORY
3/4" = 1'-0"



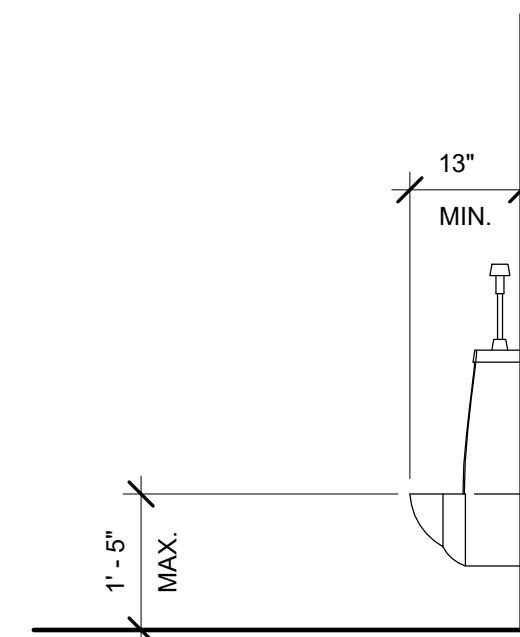
8 TOILET PARTITION DOOR - HARDWARE LOCATIONS
1/2" = 1'-0"

GENERAL NOTES:

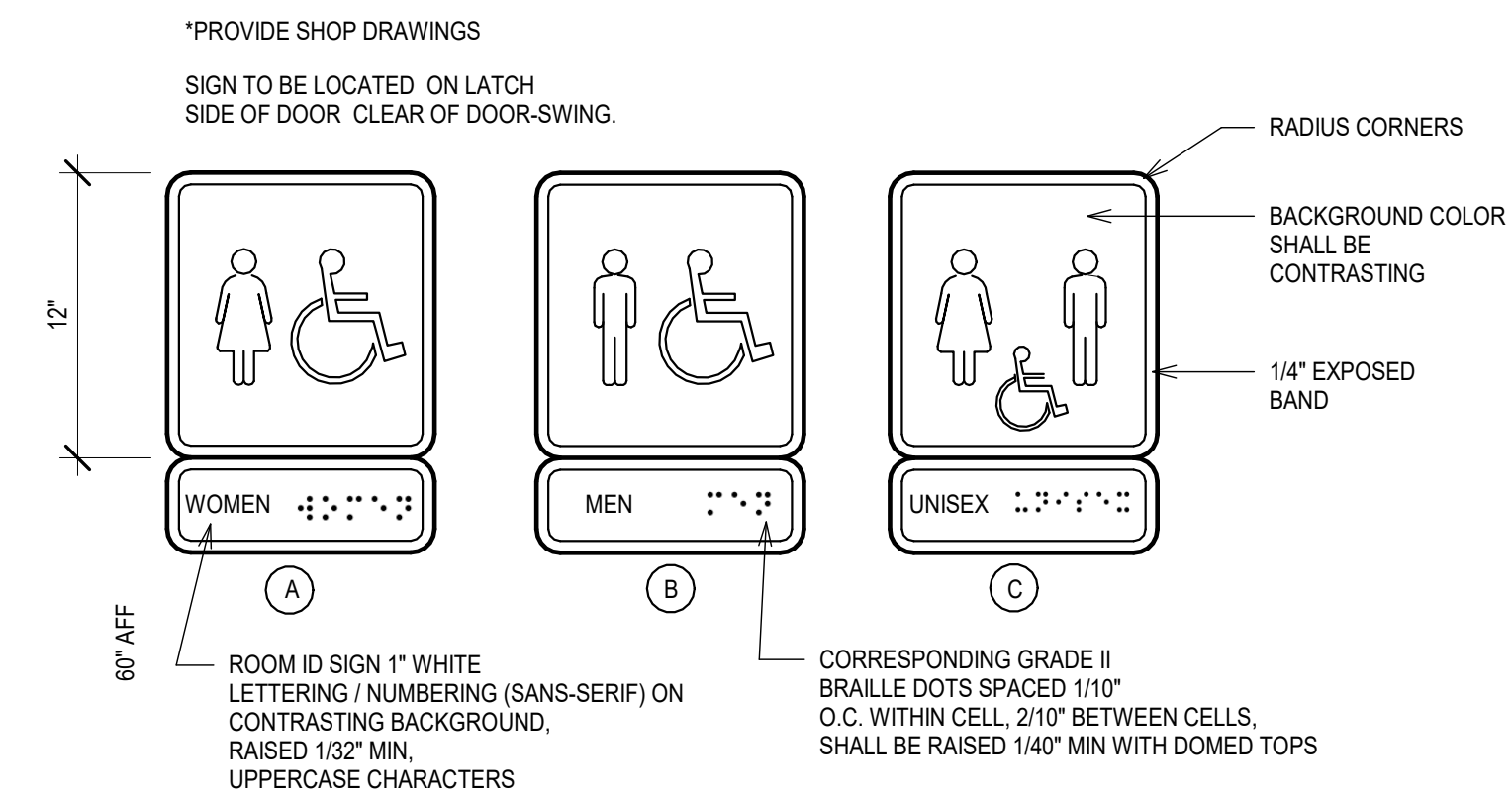
- HARDWARE, DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE SHALL NOT REQUIRE TIGHT GRASPING TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. (1008.1.9.1)
- DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. (11B-404.2.6)
- DOOR AND GATE SPRING HINGES SHALL BE ADJUSTED SO THAT FROM THE OPEN POSITION OF 70 DEGREES, THE DOOR OR GATE SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS MINIMUM.
- THE FORCE FOR PUSHING OR PULLING AN OPEN DOOR OR GATE OTHER THAN A FIRE DOOR SHALL BE AS FOLLOWS:
 - INTERIOR HINGED DOORS AND GATES: 5 POUNDS MAXIMUM.
 - SLIDING OR FOLDING DOORS: 5 POUNDS MAXIMUM.
 - REQUIRED FIRE DOORS: THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS
 - EXTERIOR HINGED DOORS: 5 POUNDS MAXIMUM
- SWING DOOR AND GATE SURFACES WITHIN 10 INCHES OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED.



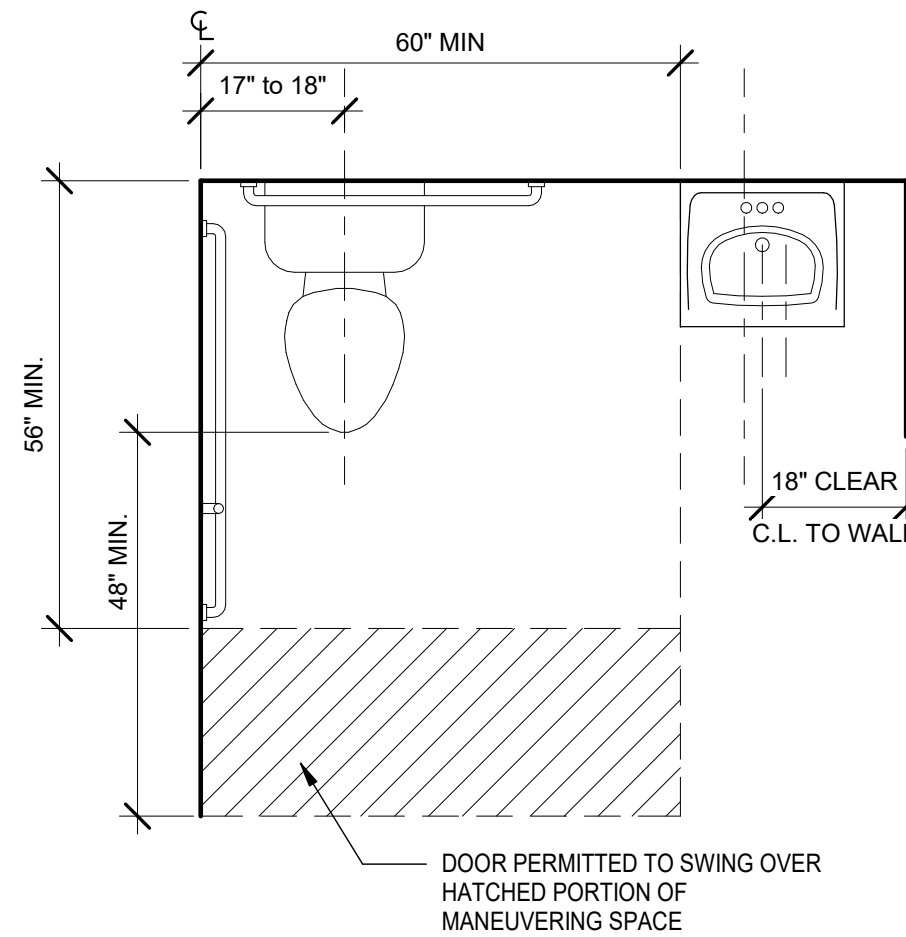
5 ACCESS - LIMITS OF PROTRUDING OBJECTS
1/2" = 1'-0"



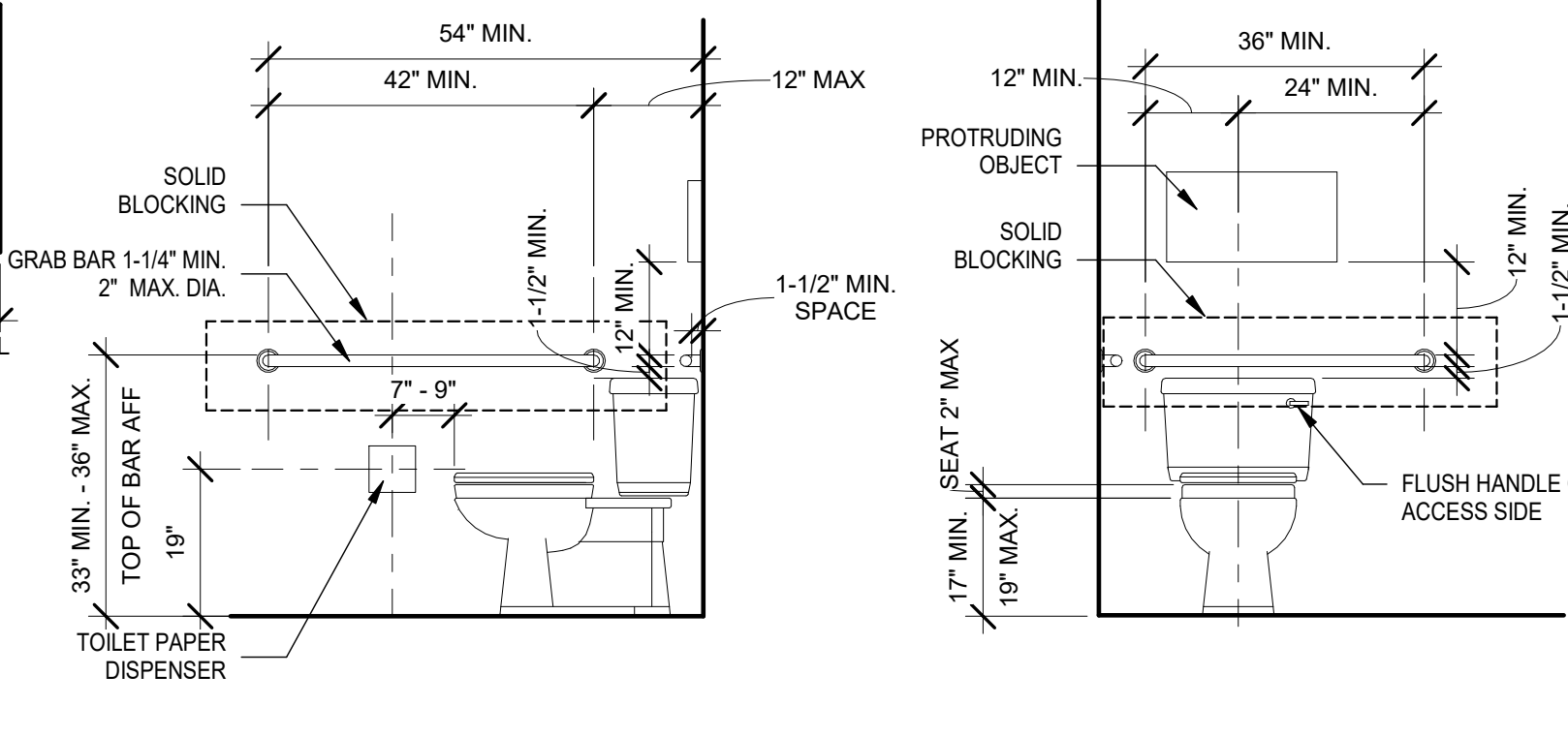
4 URINAL MOUNTING HEIGHT
1/2" = 1'-0"



3 SIGN ON WALL
1 1/2" = 1'-0"



2 ACCESS - TYPICAL ACCESSIBLE RESTROOM1
1/2" = 1'-0"



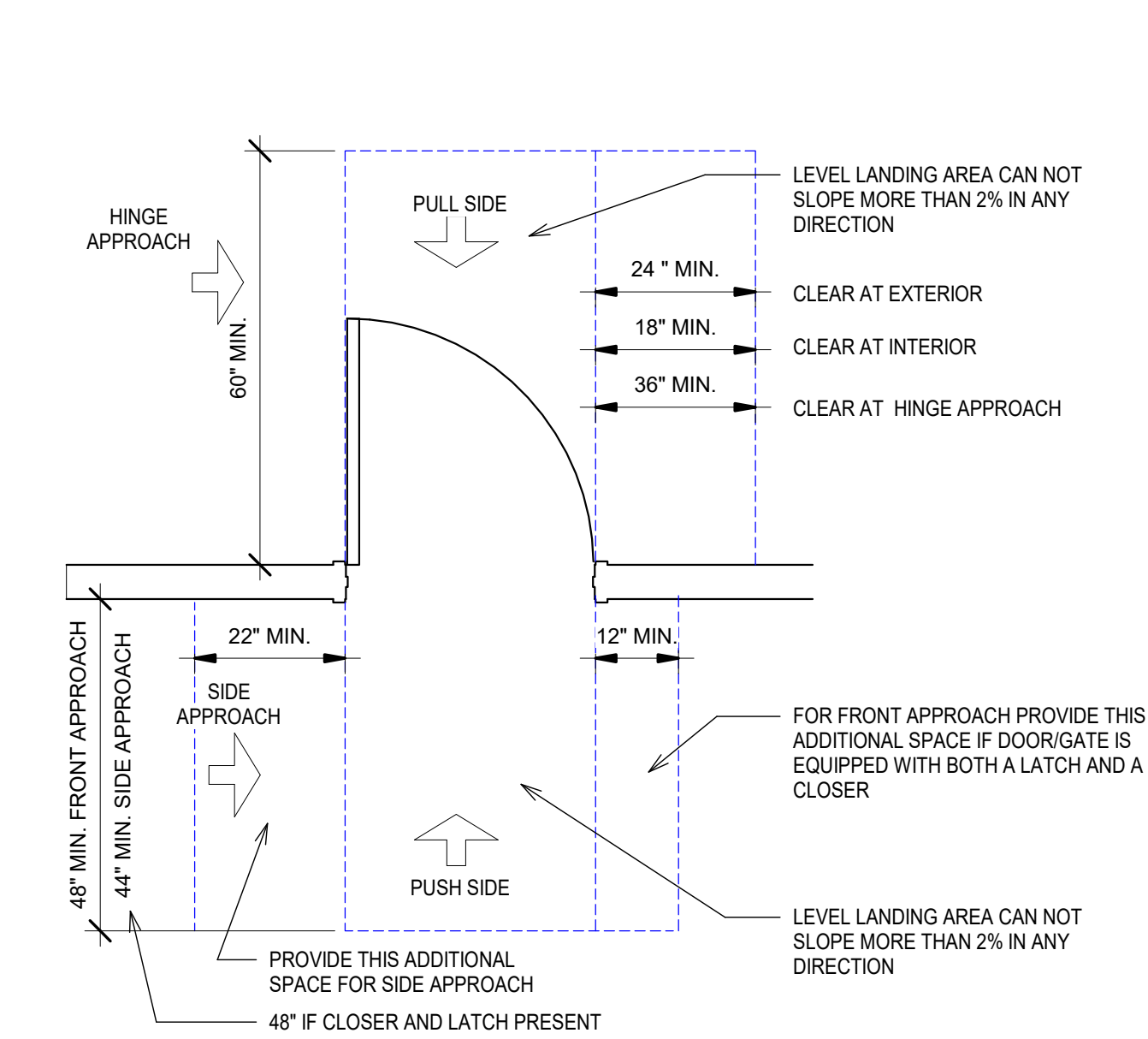
1 DOOR - TYPICAL DOOR REQUIREMENTS1
1/2" = 1'-0"

NOTES:

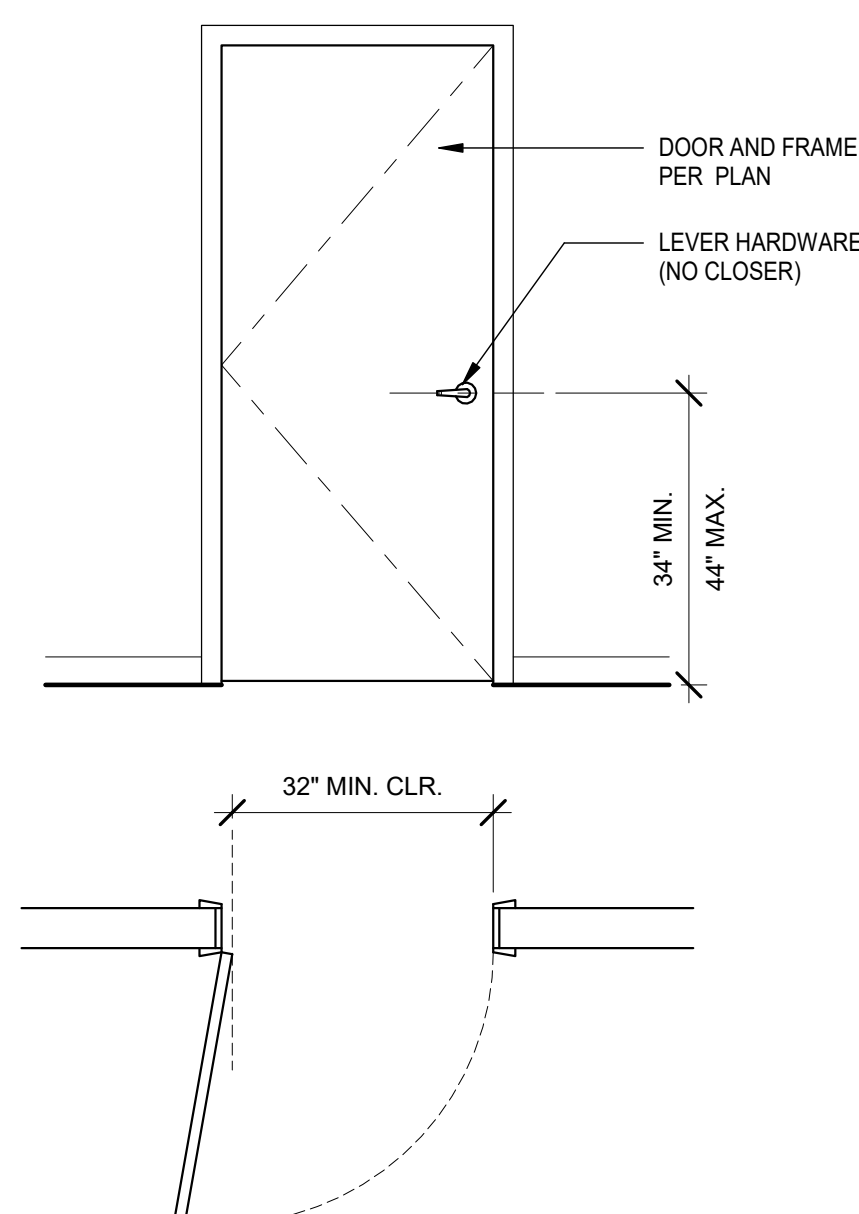
- CONSTRUCTION MUST COMPLY WITH CALIFORNIA TITLE 24 REQUIREMENTS
- THE REQUIRED CLEARANCE AROUND THE WATER CLOSET SHALL BE PERMITTED TO OVERLAP THE WATER CLOSET, ASSOCIATED GRAB BARS, DISPENSERS, SANITARY WAPKN DISPOSAL UNITS, COAT HOOKS, SHELVES, ACCESSIBLE ROUTES, CLEAR FLOOR SPACE AND CLEARANCES REQUIRED AT OTHER FIXTURES, AND THE TURNING SPACE. NO OTHER FIXTURES OR OBSTRUCTIONS SHALL BE LOCATED WITHIN THE REQUIRED WATER CLOSET CLEARANCE.
- SEATS SHALL NOT BE SPRUNG TO RETURN TO A LIFTED POSITION CENTERED ON THE WATER CLOSET, WHERE WALL SPACE DOES NOT PERMIT A LENGTH OF 36 INCHES MINIMUM DUE TO THE LOCATION OF A RECESSED FIXTURE ADJACENT TO THE WATER CLOSET.
- FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. CONTROLS SHALL BE LOCATED 44 INCHES MAXIMUM ABOVE THE FLOOR.
- TOILET PAPER DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROLS DELIVERY OR THAT DOES NOT ALLOW CONTINUOUS PAPER FLOW.

GENERAL NOTES:

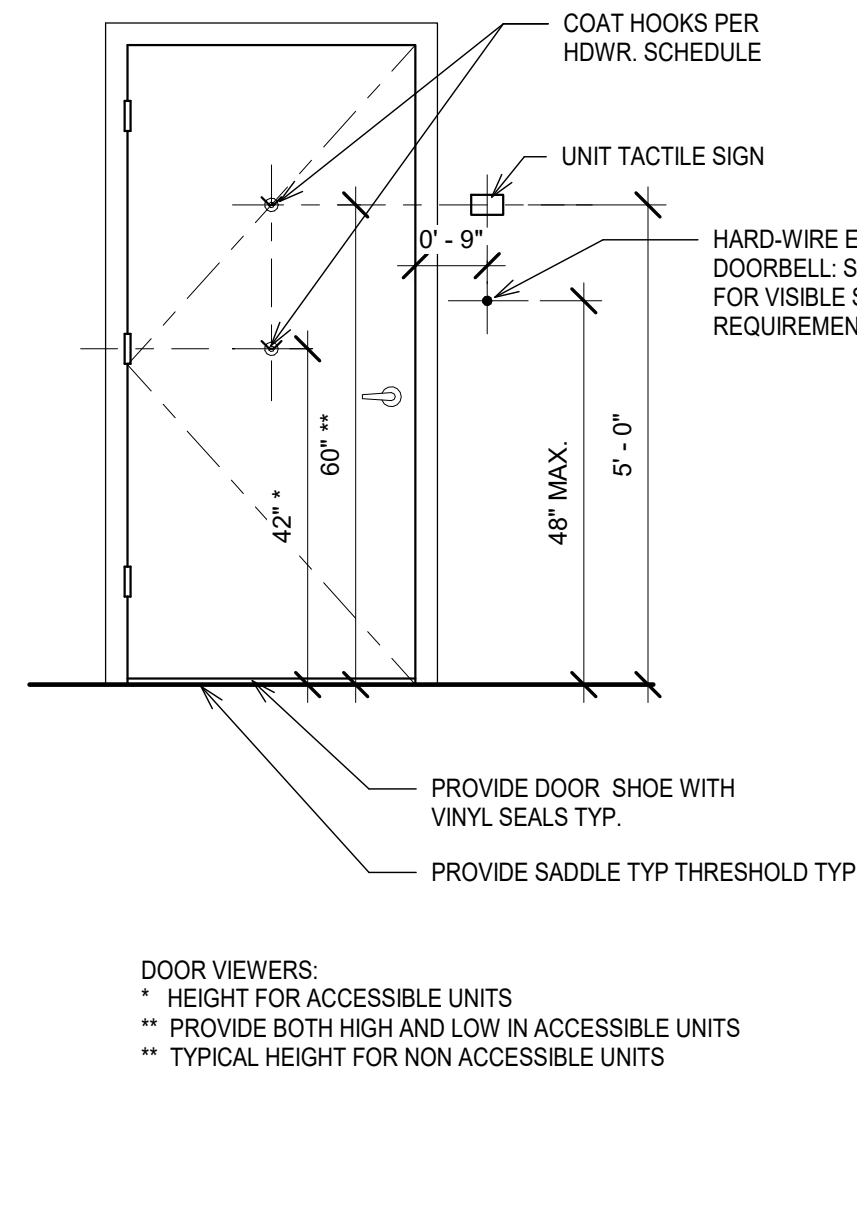
- HARDWARE, DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE SHALL NOT REQUIRE TIGHT GRASPING TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. (1008.1.9.1)
- DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. (11B-404.2.6)
- DOOR AND GATE SPRING HINGES SHALL BE ADJUSTED SO THAT FROM THE OPEN POSITION OF 70 DEGREES, THE DOOR OR GATE SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS MINIMUM.
- THE FORCE FOR PUSHING OR PULLING AN OPEN DOOR OR GATE OTHER THAN A FIRE DOOR SHALL BE AS FOLLOWS:
 - INTERIOR HINGED DOORS AND GATES: 5 POUNDS MAXIMUM.
 - SLIDING OR FOLDING DOORS: 5 POUNDS MAXIMUM.
 - REQUIRED FIRE DOORS: THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS
 - EXTERIOR HINGED DOORS: 5 POUNDS MAXIMUM
- SWING DOOR AND GATE SURFACES WITHIN 10 INCHES OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED.
- DOORS, GATES, AND SIDE LIGHTS ADJACENT TO DOORS OR GATES, CONTAINING ONE OR MORE GLAZING PANELS THAT PERMIT VIEWING THROUGH THE PANELS SHALL HAVE THE BOTTOM OF AT LEAST ONE GLAZED PANEL LOCATED 43 INCHES MAXIMUM ABOVE THE FINISH FLOOR.
 - EXCEPTION: GLAZING PANELS WITH THE LOWEST PART MORE THAN 68 INCHES FROM THE FINISH FLOOR OR GROUND SHALL NOT BE REQUIRED TO COMPLY.
- DOORWAYS SHALL PROVIDE A CLEAR OPENING OF 32 INCHES MINIMUM IN POWER-OFF AND POWER-OFF MODE. THE MINIMUM CLEAR WIDTH FOR AUTOMATIC DOOR SYSTEMS IN A DOORWAY SHALL PROVIDE A CLEAR, UNOBSTRUCTED OPENING OF 32 INCHES WITH ONE LEAF POSITIONED AT AN ANGLE OF 90 DEGREES FROM ITS CLOSED POSITION.



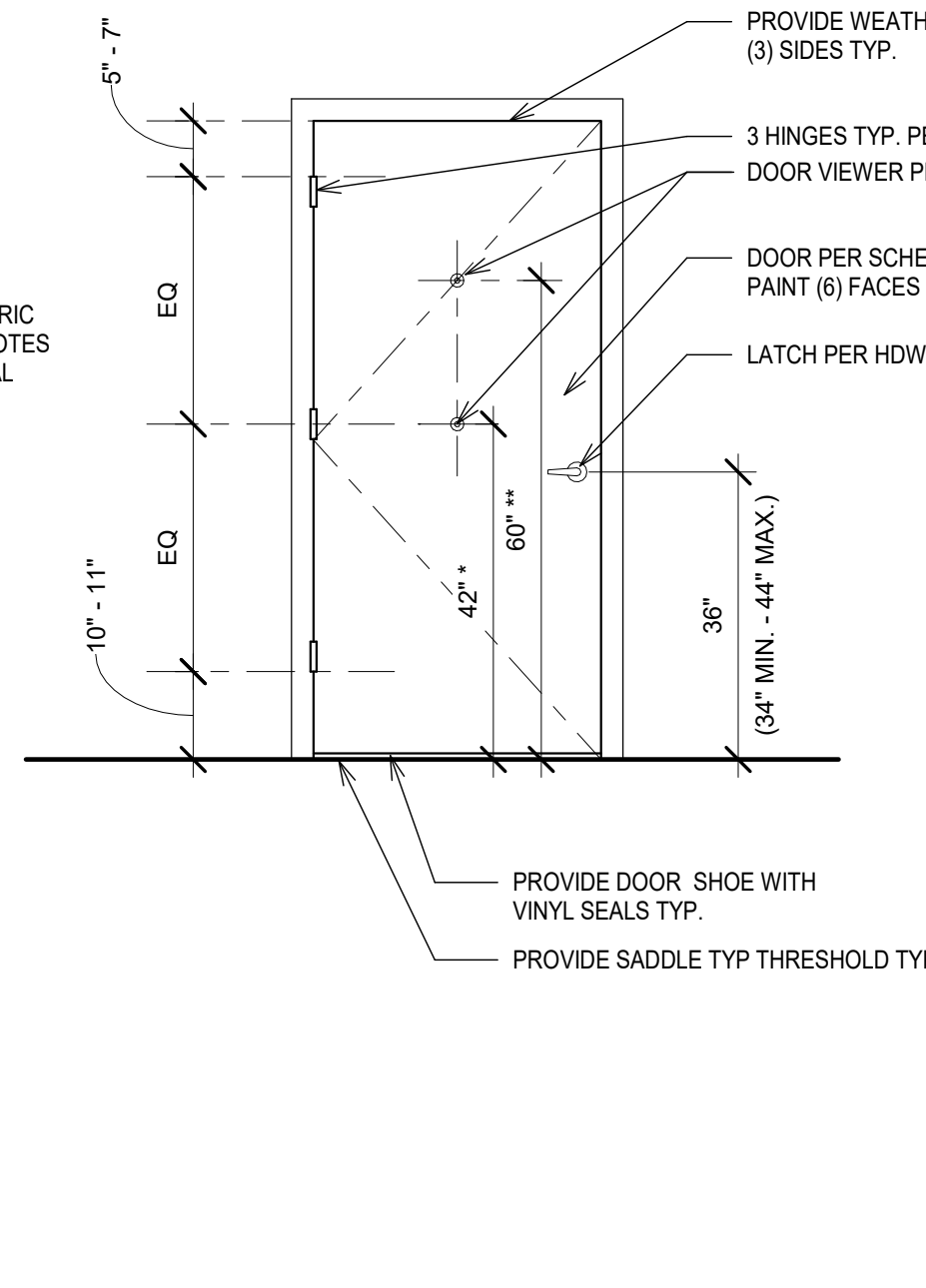
7 ACCESS - DOOR CLEARANCES
1/2" = 1'-0"



6 ACCESS - INTERIOR DOOR CLEARANCE1
1/2" = 1'-0"



1 DOOR - TYPICAL DOOR REQUIREMENTS1
1/2" = 1'-0"



1 DOOR - TYPICAL DOOR REQUIREMENTS1
1/2" = 1'-0"



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JOB NO.	Project Number

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CHECKED BY: EFS
PROJECT MANAGER: ES
ISSUE DATE: 10/01/15

ACCESSIBILITY AND CLEARANCE DETAILS
A-501

LAUTERBACH & ASSOCIATES
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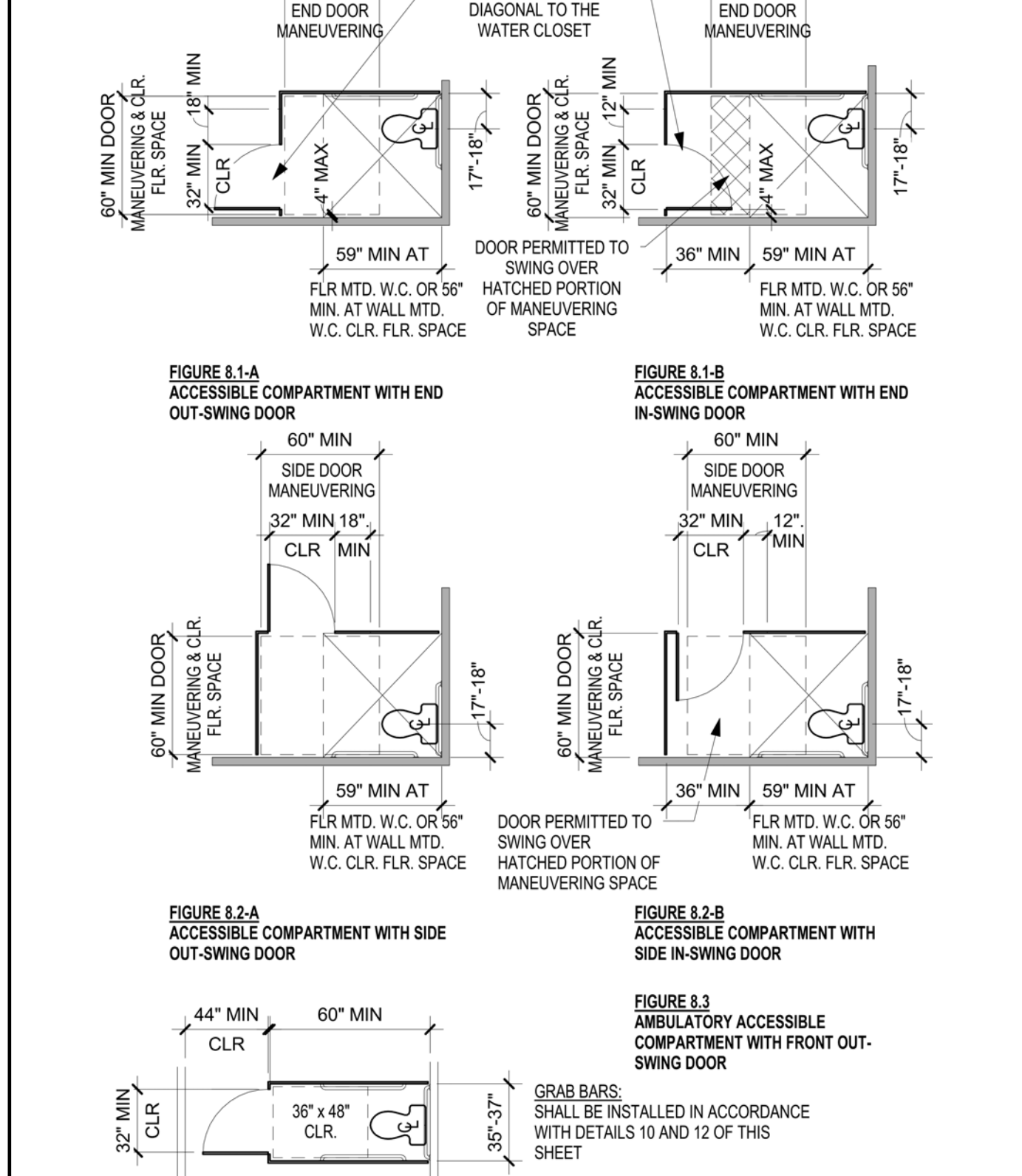
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TOILET COMPARTMENTS N.T.S. 3

MULTIPLE-ACCOMMODATION TOILET FACILITIES SHALL COMPLY WITH CBC SECTIONS 1127A.2.1 AND 11B-604.

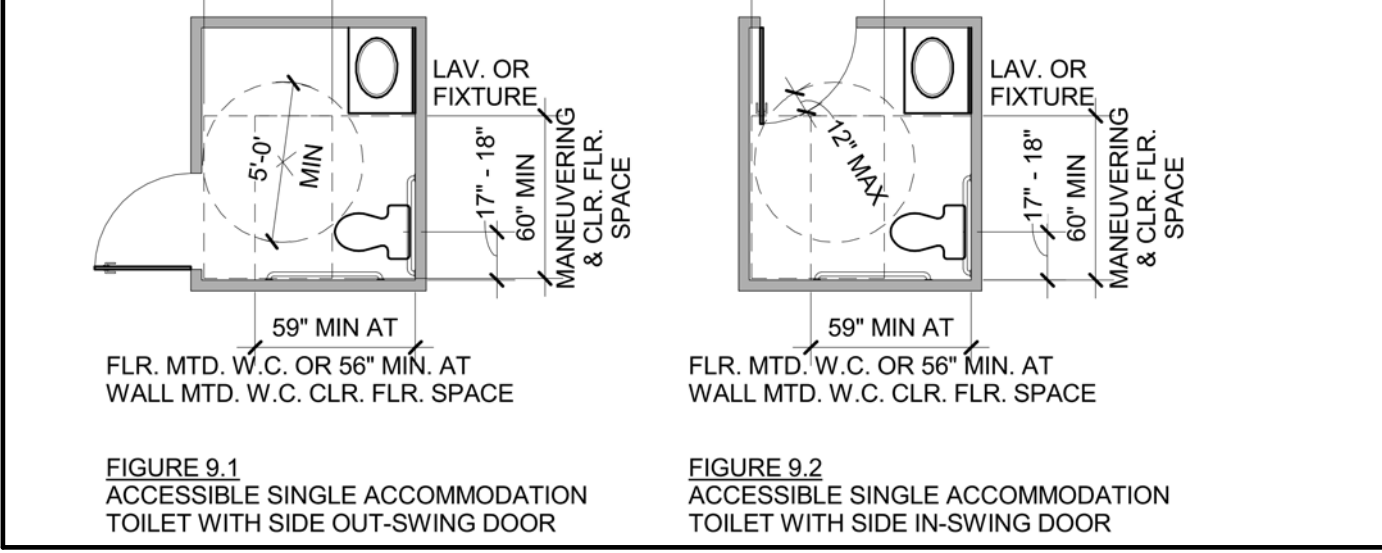
- A. TURNING SPACE** OF SUFFICIENT SIZE TO INSCRIBE A CIRCLE WITH A DIAMETER NOT LESS THAN 60" OR A T-SHAPED SPACE SHALL BE PROVIDED WITHIN THE TOILET FACILITY. THE WHEELCHAIR TURNING SPACE SHALL COMPLY WITH SECTION 1138A.1.3, OTHER THAN THE DOOR TO THE ACCESSIBLE WATER CLOSET COMPARTMENT, A DOOR, IN ANY POSITION, MAY ENCRoACH INTO THIS SPACE BY NOT MORE THAN 12".
- B. DOORS** SHALL NOT SWING INTO THE FLOOR SPACE REQUIRED FOR ANY FIXTURE. REQUIRED CLEAR FLOOR SPACE, CLEARANCE AT FIXTURES, AND TURNING SPACE SHALL BE PERMITTED TO OVERLAP. SEE FIGURE 8.2-B BELOW, ACCESSIBLE COMPARTMENT WITH SIDE IN-SWING DOOR.
- C. PROVIDE** A MINIMUM OF ONE ACCESSIBLE WATER CLOSET IN COMPLIANCE WITH THE REQUIREMENTS WITHIN THIS DETAIL AND DETAIL 7 ON THIS SHEET. PROVIDE AT LEAST 5 PERCENT OF LAVATORIES, BUT NOT LESS THAN ONE LAVATORY, SHALL BE ACCESSIBLE IN COMPLIANCE WITH DETAIL 9 OF THIS SHEET.
- D. WATER CLOSETS** REQUIRED TO BE ACCESSIBLE SHALL COMPLY WITH THE FOLLOWING:
1. THE CENTERLINE OF THE ACCESSIBLE WATER CLOSET SHALL BE 18" MAXIMUM FROM THE SIDE WALL OR PARTITION. THE CENTERLINE OF THE ACCESSIBLE WATER CLOSET LOCATED IN AN AMBULATORY ACCESSIBLE COMPARTMENT, REQUIRED BY NOTE F BELOW, SHALL BE 18" FROM THE SIDE WALL OR PARTITION.
 2. PROVIDE A CLEAR FLOOR SPACE AND MANEUVERING SPACE IN COMPLIANCE WITH FIGURES 8.1A, 8.1B, 8.2A OR 8.2B AT THE ACCESSIBLE WATER CLOSET COMPARTMENT AND FIGURE 3 WHEN AN AMBULATORY ACCESSIBLE COMPARTMENT IS REQUIRED.
- E. ACCESSIBLE WATER CLOSET COMPARTMENT DOORS** SHALL COMPLY WITH THE FOLLOWING:
1. THE COMPARTMENT DOOR SHALL BE EQUIPPED WITH AN AUTOMATIC-CLOSING DEVICE, AND SHALL HAVE A CLEAR, UNOBSTRUCTED OPENING WIDTH OF 32" WHEN LOCATED AT THE END AND 34" WHEN LOCATED AT THE SIDE WITH THE DOOR POSITIONED AT AN ANGLE OF 90 DEGREES FROM ITS CLOSED POSITION. SEE ALL FIGURES BELOW.
 2. THE INSIDE AND OUTSIDE OF THE COMPARTMENT DOOR SHALL BE EQUIPPED WITH A LOOP OR U-SHAPED HANDLE IMMEDIATELY BELOW THE LATCH. THE LATCH SHALL BE FLIP-OVER STYLE, SLIDING OR OTHER HARDWARE NOT REQUIRING THE USER TO GRASP OR TWIST.
 3. EXCEPT FOR DOOR-OPENING WIDTHS AND DOOR SWINGS, A CLEAR, UNOBSTRUCTED ACCESS OF NOT LESS THAN 44 INCHES SHALL BE PROVIDED TO WATER CLOSET COMPARTMENTS DESIGNED FOR USE BY PERSONS WITH DISABILITIES, AND THE SPACE IMMEDIATELY IN FRONT OF A WATER CLOSET COMPARTMENT SHALL NOT BE LESS THAN 48 INCHES AS MEASURED AT RIGHT ANGLES TO COMPARTMENT DOOR IN ITS CLOSED POSITION. MANEUVERING SPACE OUTSIDE THE COMPARTMENT DOOR SHALL COMPLY WITH DETAIL 3, NOTE F, OF THIS SHEET. MANEUVERING SPACE INSIDE THE COMPARTMENT SHALL COMPLY WITH THE FIGURES BELOW.
 4. TOE CLEARANCE SHALL BE PROVIDED ON AT LEAST ONE SIDE PARTITION OF AT LEAST 9" HIGH AND 6" DEEP MEASURED FROM THE COMPARTMENT-SIDE FACE OF THE PARTITION, EXCLUSIVE OF PARTITION SUPPORT MEMBERS. PARTITION COMPONENTS AT TOE CLEARANCES SHALL BE SMOOTH WITHOUT SHARP EDGES OR ABRASIVE SURFACES. TOE CLEARANCE IS NOT REQUIRED IN COMPARTMENTS GREATER THAN 60" WIDE.
- F. IN LARGE TOILET ROOMS**, WHERE SIX OR MORE STALLS ARE PROVIDED WITHIN A MULTIPLE- ACCOMMODATION TOILET ROOM, IN ADDITION TO THE WATER CLOSET COMPARTMENT REQUIRED ABOVE, PROVIDE AT LEAST ONE AMBULATORY ACCESSIBLE COMPARTMENT. THE AMBULATORY ACCESSIBLE COMPARTMENT SHALL BE 36" WIDE WITH AN OUTWARD SWINGING SELF-CLOSING DOOR AND PARALLEL GRAB BARS COMPLYING WITH INSTALLED ON EACH SIDE WALL OF THE COMPARTMENT. SEE FIGURE 8.3 BELOW.



TOILET ROOM LAYOUT N.T.S. 2

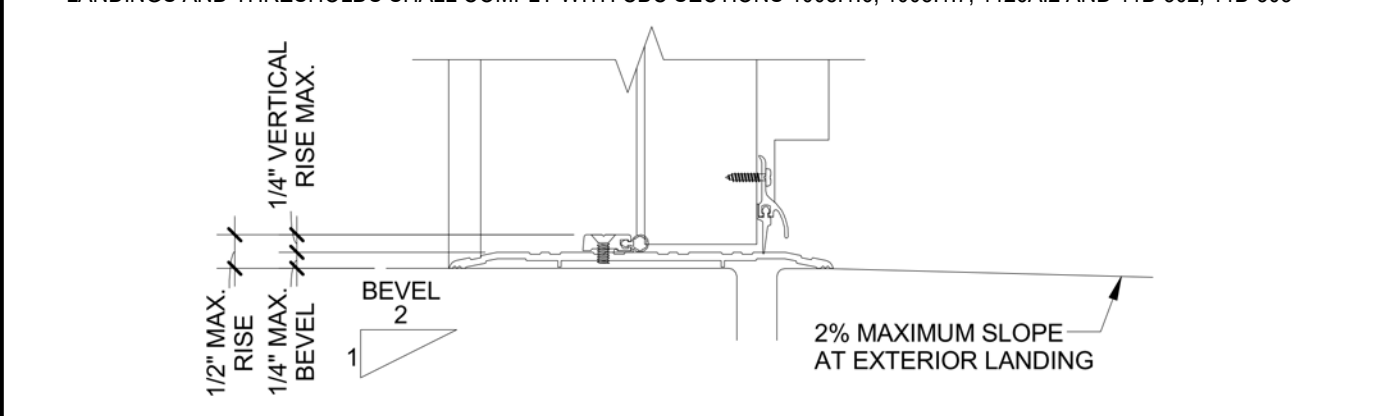
SINGLE-ACCOMMODATION TOILET FACILITIES SHALL COMPLY WITH CBC SECTION 1127A.2.2 AND 11B-603.

- A. THERE SHALL BE SUFFICIENT SPACE** IN THE TOILET ROOM FOR A WHEELCHAIR MEASURING 30" WIDE BY 48" LONG TO ENTER THE ROOM AND PERMIT THE DOOR TO CLOSE. THERE SHALL BE IN THE ROOM A CLEAR FLOOR SPACE OF AT LEAST 60" IN DIAMETER OR A T-SHAPED SPACE COMPLYING WITH DETAIL 7, NOTE B, OF SHEET A-502.1. SEE FIGURES 9.1 AND 9.2 BELOW. NO DOOR SHALL NOT ENCRoACH INTO THIS CLEAR FLOOR SPACE FOR MORE THAN 12"; SEE FIGURE 9.2 BELOW.
- B. WHEN A TOILET ROOM OR BATHING ROOM IS FOR INDIVIDUAL USE** AND A CLEAR FLOOR SPACE COMPLYING WITH DETAIL 7, NOTE C, OF SHEET A-502.1, IS PROVIDED WITHIN THE ROOM BEYOND THE ARC OF THE DOOR SWING, DOORS SHALL BE PERMITTED TO SWING INTO THE CLEAR FLOOR SPACE OR CLEARANCE REQUIRED FOR ANY FIXTURE. SEE FIGURE 9.2 BELOW.
- C. PROVIDE ONE ACCESSIBLE WATER CLOSET** IN COMPLIANCE WITH THE REQUIREMENTS WITHIN THIS DETAIL AND DETAIL 9 ON THIS SHEET. PROVIDE ONE LAVATORY IN COMPLIANCE WITH DETAIL 12 OF THIS SHEET.
- D. ALL DOORS** FIXTURES AND CONTROLS SHALL BE ON AN ACCESSIBLE ROUTE. THE MINIMUM CLEAR WIDTH OF AN ACCESSIBLE ROUTE SHALL BE 36" EXCEPT AT DOORS. SEE DETAIL 3 OF THIS SHEET.
- E. THE ACCESSIBLE ROUTE AND TOILET ROOM FLOOR** SHALL BE STABLE, FIRM AND SLIP RESISTANT.
- F. GRAB BARS** SHALL BE INSTALLED IN COMPLIANCE WITH DETAILS 57 OF THIS SHEET & 1 OF SHEET A-502.1.
- G. THE ENTRANCE DOOR** SHALL BE PROVIDED WITH A PRIVACY LOCK OR LATCH IN COMPLIANCE WITH DETAIL 3 OF THIS SHEET.

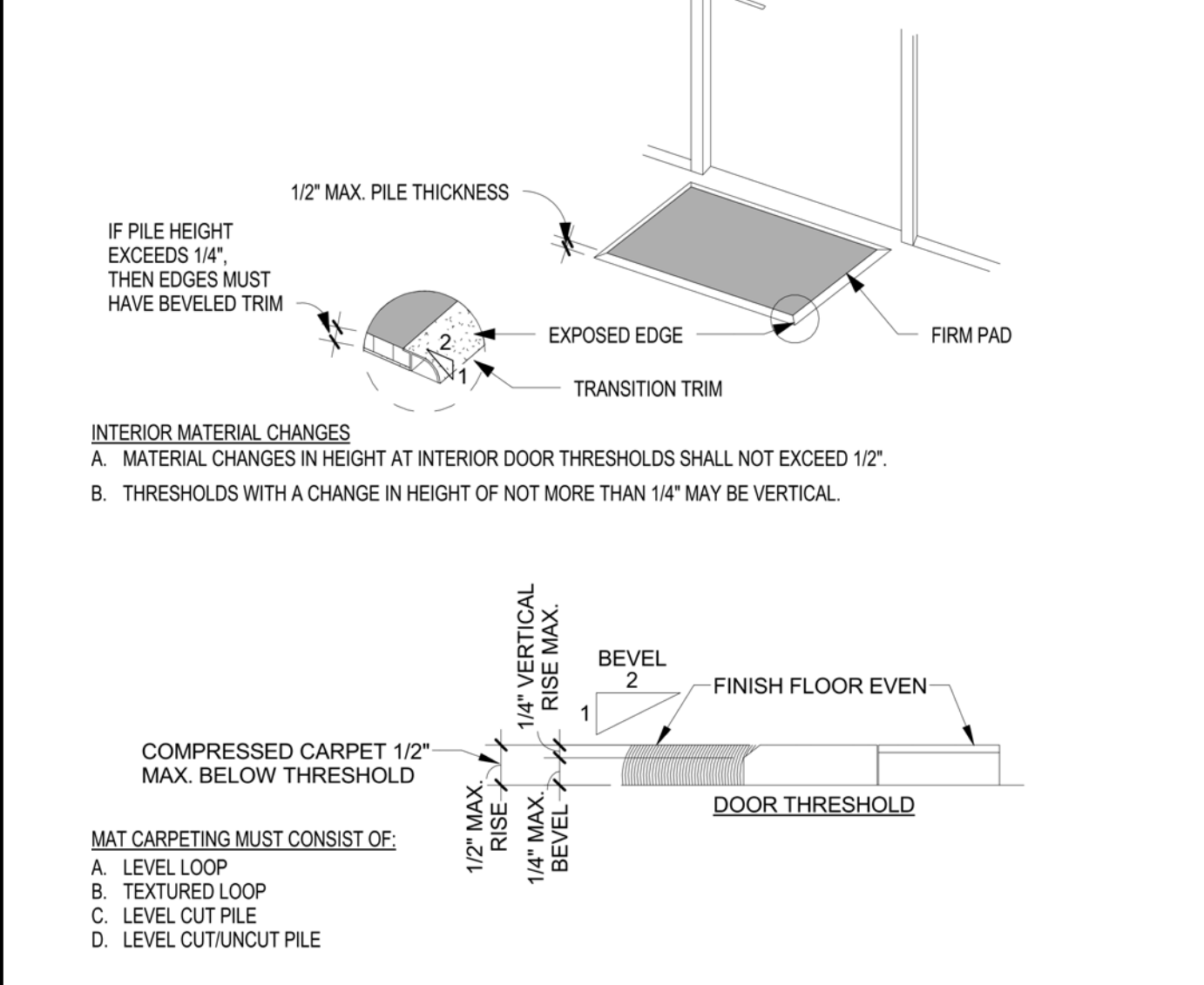


LANDING & THRESHOLDS N.T.S. 1

LANDINGS AND THRESHOLDS SHALL COMPLY WITH CBC SECTIONS 1008.1.6, 1008.1.7, 1126A.2 AND 11B-302, 11B-303



- DOOR LANDINGS**
- A. THE FLOOR OR LANDING** ON EACH SIDE OF AN EXIT DOOR SHALL BE LEVEL.
- DOOR THRESHOLDS**
- A. THRESHOLDS** AND CHANGES IN ELEVATION AT DOORS SHALL NOT BE MORE THAN 1/2" LOWER THAN THE TOP OF THE THRESHOLD OF THE DOORWAY.
- B. THRESHOLDS** WITH A CHANGE IN HEIGHT OF NOT MORE THAN 1/4" MAY BE VERTICAL.
- C. CHANGES** IN LEVEL BETWEEN 1/4" AND 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1 VERTICAL UNIT TO 2 UNITS HORIZONTAL. CHANGES GREATER THAN 1/2" SHALL BE ACCOMPLISHED BY MEANS OF A RAMP.
- DOOR MATS**
- A. IF A DOORMAT** IS USED IN A COMMON-USE AREA OR PUBLIC-USE AREA, IT SHALL HAVE A FIRM BACKING OR NO BACKING.
- B. THE MAXIMUM** PILE HEIGHT SHALL BE 1/2".
- C. EXPOSED EDGES** OF THE DOORMAT SHALL BE FASTENED TO THE FLOOR SURFACE AND HAVE TRIM ALONG THE ENTIRE LENGTH OF EXPOSED EDGES THAT SHALL COMPLY WITH THE REQUIREMENTS FOR CHANGES IN LEVEL:
1. CHANGES IN LEVEL SHALL NOT EXCEED 1/2".
 2. WHEN CHANGES IN LEVEL DO OCCUR, THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1 UNIT VERTICAL IN 2 UNITS HORIZONTAL (50% SLOPE).
 3. CHANGES IN LEVEL GREATER THAN 1/2" SHALL BE MADE BY MEANS OF A SLOPED SURFACE WITH A SLOPE NOT GREATER THAN 1 UNIT VERTICAL IN 20 UNITS HORIZONTAL (5% SLOPE).
- D. RECESSED DOOR MATS** SHALL BE LEVEL WITH THE ADJACENT SURFACE AND BE ADEQUATELY ANCHORED TO PREVENT INTERFERENCE WITH WHEELCHAIR TRAFFIC.



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FOR PLAN CHECK # ONLY

#	REVISION	DATE

NO	DESCRIPTION	DATE

JOB NO. _____ Project Number _____
DRAWN BY: _____ Author
CHECKED BY: _____ Checker
PROJECT MANAGER: _____ Approver
ISSUE DATE: 10/04/22

**ACCESS
REQUIREMENTS**
A-502

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SIGNAGE

SIGNS, WHEN SIGNS AND OR IDENTIFICATION DEVICES ARE PROVIDED THEY SHALL COMPLY WITH CBC SECTION 1143A & 11B-703.

A. WHEN SIGNS IDENTIFY PERMANENT ROOMS AND SPACES OF A BUILDING, THEY SHALL COMPLY WITH NOTES E, F, H, I AND J BELOW.

B. WHEN SIGNS DIRECT OR GIVE INFORMATION ABOUT PERMANENT ROOMS AND SPACES OF A BUILDING, THEY SHALL COMPLY WITH NOTES E, F AND G BELOW.

C. WHEN SIGNS IDENTIFY, DIRECT OR GIVE INFORMATION ABOUT ACCESSIBLE ELEMENTS AND FEATURES OF A BUILDING, THEY SHALL INCLUDE THE APPROPRIATE SYMBOL OF ACCESSIBILITY AND COMPLY WITH NOTES E AND G BELOW.

D. IDENTIFICATION SIGNS SHALL COMPLY WITH ALL REQUIREMENTS. DIRECTION AND INFORMATION SIGNS SHALL COMPLY WITH FINISH, PROPORTIONS, AND CHARACTER HEIGHT. ACCESSIBILITY SIGNS SHALL COMPLY WITH FINISH AND CONTRAST.

E. FINISH AND CONTRAST CHARACTERS, SYMBOLS, AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.

F. PROPORTION CHARACTERS ON SIGNS SHALL BE SELECTED FROM FONTS WHERE THE WIDTH OF THE UPPERCASE LETTER "O" IS 60% MINIMUM AND 110 PERCENT MAXIMUM OF THE HEIGHT OF THE UPPERCASE LETTER "T".

G. CHARACTER HEIGHT CHARACTERS AND NUMBERS ON SIGNS SHALL BE SIZED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. THE MINIMUM HEIGHT IS MEASURED USING AN UPPERCASE "X". LOWERCASE CHARACTERS ARE PERMITTED. FOR SIGNS SUSPENDED OR PROJECTED ABOVE THE FINISH FLOOR GREATER THAN 80", THE MINIMUM CHARACTER HEIGHT SHALL BE 3".

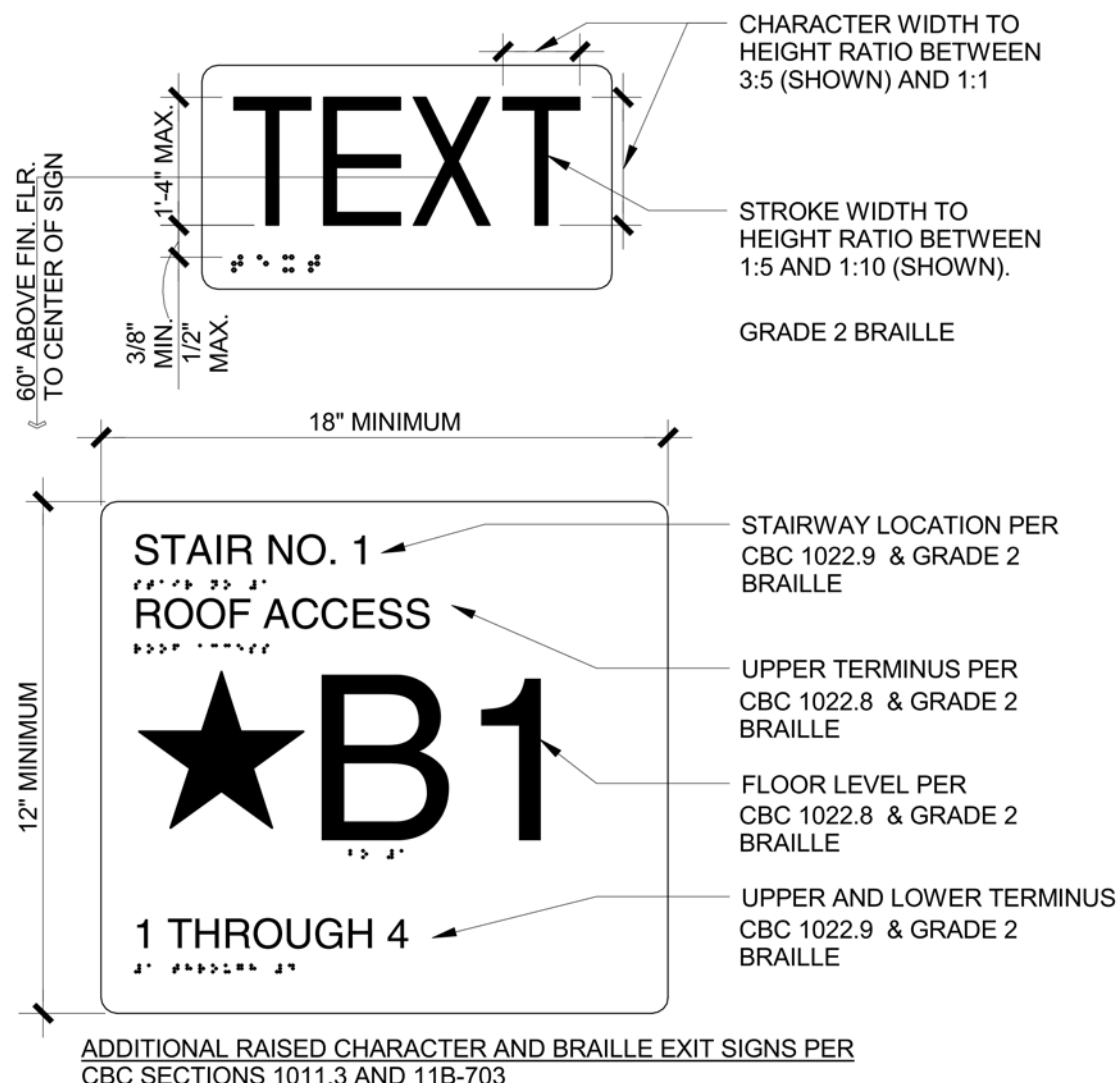
H. RAISED CHARACTERS AND PICTORIAL SYMBOL SIGNS WHEN RAISED CHARACTERS ARE REQUIRED OR PICTORIAL SYMBOLS USED ON SUCH SIGNS, THEY SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

- CHARACTERS ON SIGNS SHALL BE RAISED 1/32" MINIMUM AND SHALL BE SANS-SERIF UPPERCASE CHARACTERS ACCOMPANIED BY GRADE 2 BRAILLE COMPLYING WITH "F" BELOW.
- RAISED CHARACTERS SHALL BE A MINIMUM 5/8" AND A MAXIMUM OF 2" HIGH.
- PICTORIAL SYMBOL SIGNS SHALL BE ACCOMPANIED BY THE VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTORIAL. THE OUTSIDE DIMENSION OF THE PICTORIAL FIELD SHALL BE A MINIMUM OF 6" IN HEIGHT.
- CHARACTERS AND BRAILLE SHALL BE IN A HORIZONTAL FORMAT. BRAILLE SHALL BE PLACED A MINIMUM 3/8" AND A MAXIMUM 1/2" DIRECTLY BELOW THE TACTILE CHARACTERS. FLUSH LEFT OR CENTERED. WHEN TACTILE TEXT IS MULTILINE, ALL BRAILLE SHALL BE PLACED TOGETHER BELOW ALL LINES OF TACTILE TEXT.

I. LOCATION WHEN A TACTILE SIGN IS PROVIDED AT A DOOR, THE SIGN SHALL BE LOCATED ALONGSIDE THE DOOR AT THE LATCH SIDE. WHEN A TACTILE SIGN IS PROVIDED AT DOUBLE DOORS WITH ONE ACTIVE LEAF, THE SIGN SHALL BE LOCATED ON THE INACTIVE LEAF. WHEN THE SIGN IS LOCATED WITH TWO ACTIVE LEAFS, THE SIGN SHALL BE LOCATED TO THE RIGHT OF THE RIGHT HAND DOOR. WHEN THERE IS NO WALL SPACE AT THE LATCH SIDE OF A SINGLE DOOR OR AT THE RIGHT SIDE OF DOUBLE DOORS, SIGNS SHALL BE LOCATED ON THE NEAREST ADJACENT WALL. SIGNS CONTAINING TACTILE CHARACTERS SHALL BE LOCATED SO THAT A CLEAR FLOOR SPACE OF 18" MINIMUM BY 18" MINIMUM, CENTERED ON THE TACTILE CHARACTERS IS PROVIDED BEYOND THE ARC OF ANY DOOR SWING BETWEEN THE CLOSED POSITION AND 45 DEGREE OPEN POSITION.

J. HEIGHT SIGNS WITH RAISED CHARACTERS SHALL BE LOCATED 48" MINIMUM ABOVE THE FINISH FLOOR, MEASURED FROM THE BASELINE OF THE LOWEST BRAILLE CELLS AND 60" MAXIMUM ABOVE THE FINISH FLOOR, MEASURED FROM THE BASELINE OF THE HIGHEST LINE OF RAISED CHARACTERS.

K. BRAILLE CONTRACTED GRADE 2 BRAILLE SHALL BE USED WHENEVER BRAILLE IS REQUIRED. BRAILLE DOTS SHALL HAVE A DOMED OR ROUNDED SHAPE AND SHALL COMPLY WITH CBC SECTION 1143A.7 AND CBC SECTION 11B-703.3.



ADDITIONAL RAISED CHARACTER AND BRAILLE EXIT SIGNS PER CBC SECTIONS 1011.3 AND 11B-703

N.T.S. 4

FIXTURES & ACCESSORIES

TOILET ROOM FIXTURES AND ACCESSORIES SHALL COMPLY WITH CBC SECTIONS 1127A.8, 11B-308, 11B-603 & 11B-604.

A. TOWEL, SANITARY NAPKINS, WASTE RECEPTACLES, WHERE TOWEL, SANITARY NAPKINS, WASTE RECEPTACLES AND OTHER SIMILAR DISPENSING AND DISPOSAL FIXTURES ARE PROVIDED, AT LEAST ONE OF EACH TYPE SHALL BE LOCATED WITH ALL OPERABLE PARTS, INCLUDING COIN SLOTS, WITHIN 40" FROM FINISHED FLOOR. A PATH OF TRAVEL NOT LESS THAN 36" IN CLEAR WIDTH SHALL BE PROVIDED TO THESE ACCESSORIES.

B. TOILET PAPER DISPENSERS, SEE DETAIL 7 OF SHEET A-502. SHALL BE LOCATED ON A WALL OR PARTITION CLOSEST TO THE WATER CLOSET WITHIN 7" MINIMUM AND 9" MAXIMUM IN FRONT OF THE WATER CLOSET MEASURED FROM THE CENTERLINE OF THE DISPENSER. THE OUTLET OF THE DISPENSER SHALL BE BELOW AND NOT BEHIND THE GRAB BAR, 19" MINIMUM ABOVE THE FINISH FLOOR. DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROLS DELIVERY OR THAT DOES NOT ALLOW CONTINUOUS PAPER FLOW.

C. MIRRORS, WHERE PROVIDED, AT LEAST ONE MIRROR SHALL BE ACCESSIBLE. MIRRORS LOCATED ABOVE LAVATORIES OR COUNTERTOPS SHALL BE INSTALLED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 40" ABOVE THE FINISH FLOOR OR GROUND. MIRRORS NOT LOCATED ABOVE LAVATORIES OR COUNTERTOPS SHALL BE INSTALLED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 35" MAXIMUM ABOVE THE FINISH FLOOR.

D. COAT HOOKS, SHELVES AND MEDICINE CABINETS, COAT HOOKS SHALL BE LOCATED WITHIN ONE OF THE REACH RANGES IDENTIFIED ON DETAIL 7 ON THIS SHEET. SHELVES SHALL BE LOCATED 40" MINIMUM AND 48" MAXIMUM ABOVE THE FINISH FLOOR. MEDICINE CABINETS SHALL BE LOCATED WITH A USABLE SHELF NO HIGHER THAN 44" MAXIMUM ABOVE FINISH FLOOR.

E. SPACES ALLOWANCES AND REACH RANGES IN COMMON USE AREAS, SEE DETAIL 7 ON THIS SHEET FOR THE REQUIRED CLEAR SPACE, ALLOWABLE REACH RANGES AND REQUIREMENTS FOR CONTROLS AND OPERATING MECHANISMS.

N.T.S. 5

CONTROLS & OPERATION

CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH CBC SECTIONS 1138A.4, 1142A AND 11B-309.

A. GENERAL CONTROLS AND OPERATING MECHANISMS IN ACCESSIBLE SPACES, ALONG ACCESSIBLE ROUTES OR AS PART OF ACCESSIBLE ELEMENTS AND THOSE REQUIRED TO BE ACCESSIBLE BY CBC SECTION 19.1 SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

B. CLEAR FLOOR SPACE A CLEAR FLOOR SPACE THAT ALLOWS A FORWARD OR PARALLEL APPROACH BY A PERSON USING A WHEELCHAIR SHALL BE PROVIDED AT CONTROLS AND OPERATING MECHANISMS.

C. HEIGHT, CONTROLS AND OPERATING MECHANISMS SHALL BE LOCATED NO HIGHER THAN 48", AND NO LOWER THAN 15", ABOVE FINISHED FLOOR MEASURED TO THE CENTER OF THE GRIP. IF THE REACH IS OVER AN OBSTRUCTION (FOR EXAMPLE, WASTER OR DRYER), CONTROLS AND OPERATING MECHANISMS SHALL BE LOCATED WITHIN THE REACH RANGES SPECIFIED IN SECTION 1138A.3. SEE DETAIL 7 ON THIS SHEET. CONTROLS AND OPERATING MECHANISMS THAT DO NOT SATISFY THESE SPECIFICATIONS ARE ACCEPTABLE, PROVIDED THAT COMPARABLE MECHANISMS, CONTROLS OR OUTLETS, THAT PERFORM THE SAME FUNCTIONS, ARE PROVIDED WITHIN THE SAME AREA AND ARE ACCESSIBLE.

D. OPERATION, CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 POUNDS OF FORCE.

E. INSTALLATION HEIGHTS OF ELECTRICAL SWITCHES AND RECEPTACLE OUTLETS

- ELECTRICAL SWITCHES, CONTROLS AND SWITCHES INTENDED FOR USE BY THE OCCUPANT OF THE ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES OR COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE LOCATED NO MORE THAN 48" MEASURED FROM THE TOP OF THE OUTLET BOX NOR LESS THAN 15" FROM THE BOTTOM OF THE OUTLET BOX TO THE FINISH FLOOR OF THE WORKING PLATFORM.
- ELECTRICAL RECEPTACLE OUTLETS, ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUITS OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL BE LOCATED NO MORE THAN 48" MEASURED FROM THE TOP OF THE OUTLET BOX NOR LESS THAN 15" FROM THE BOTTOM OF THE OUTLET BOX TO THE FINISH FLOOR OR THE WORKING PLATFORM. EXCEPTIONS INCLUDE TO FOLLOWING CONDITIONS:
 - RECEPTACLE OUTLETS INSTALLED AS PART OF PERMANENTLY INSTALLED BASEBOARD HEATERS ARE EXEMPT.
 - REQUIRED RECEPTACLE OUTLETS SHALL BE PERMITTED IN FLOORS WHEN ADJACENT TO SLIDING PANELS OR WALLS.
 - BASEBOARD ELECTRICAL OUTLETS USED IN RELOCATABLE PARTITIONS, WINDOW WALLS OR OTHER ELECTRICAL CONVENIENCE FLOOR OUTLETS ARE NOT SUBJECT TO THE MINIMUM HEIGHT REQUIREMENTS.
 - IN EXISTING BUILDINGS WHEN THE ENFORCING AGENCY DETERMINES THAT COMPLIANCE WITH THESE STANDARDS WOULD CREATE AN UNREASONABLE HARDSHIP.

N.T.S. 3

SANITARY FACILITY SIGNAGE

SANITARY FACILITY SIGNS SHALL COMPLY WITH CBC SECTIONS 1127A.7 AND 11B-703.

CALIFORNIA'S STANDARDS FOR SIGNAGE ARE MORE STRINGENT THAN SECTION 4.30 OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN. THE INFORMATION PROVIDED WITH THIS DETAIL IS INTENDED TO SHOW THE MINIMUM SIGNAGE REQUIRED AT SANITARY FACILITY DOORS ONLY TO OBTAIN A BUILDING PERMIT. IDENTIFICATION, DIRECTIONAL AND INFORMATION SIGNS ARE NOT PART OF THE ARCHITECT'S SCOPE OF WORK.

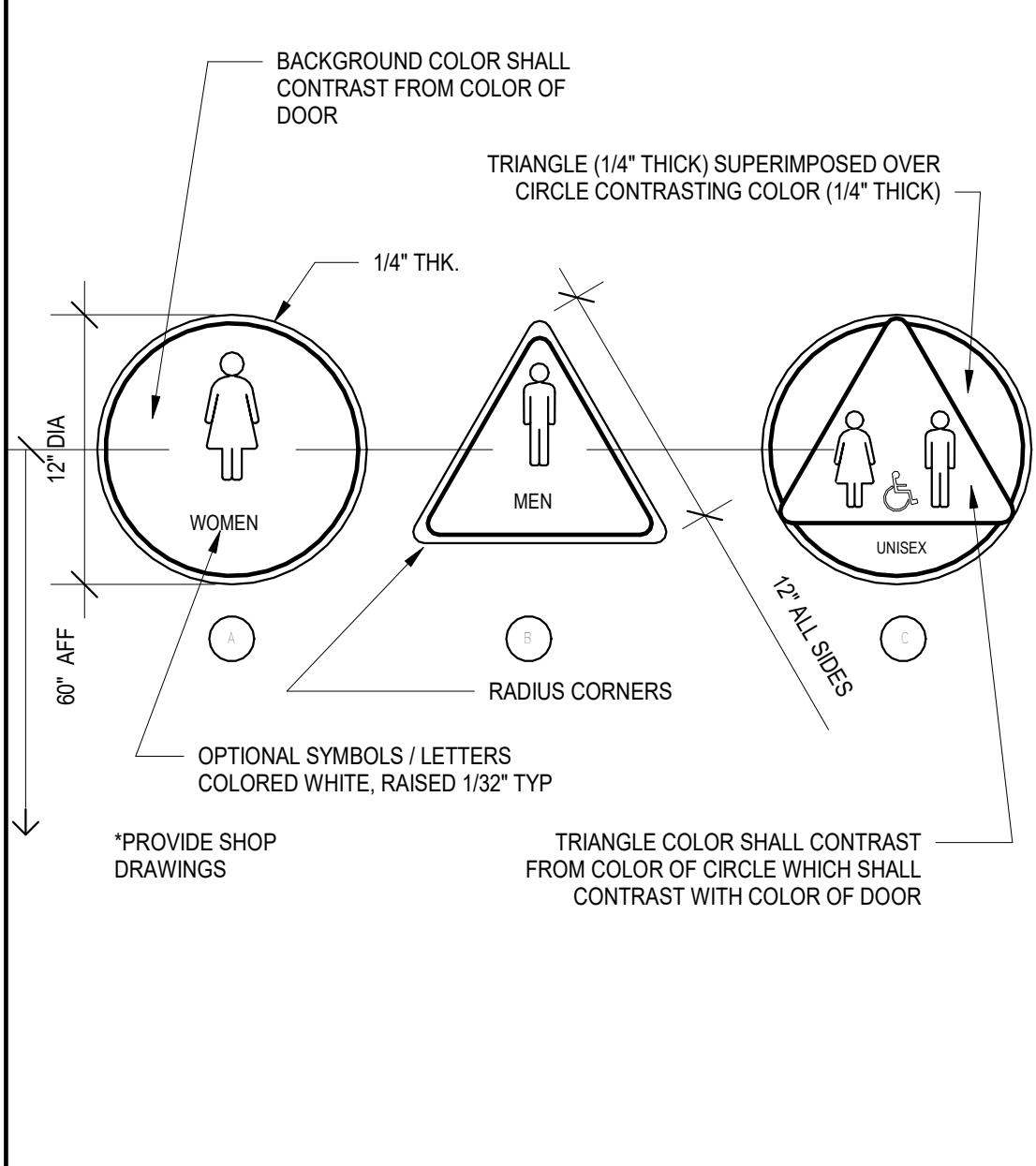
A. ALL ACCESSIBLE TOILET AND BATHING FACILITIES SHALL BE IDENTIFIED BY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. SIGNS NEED NOT BE PROVIDED FOR FACILITIES WITHIN A DWELLING UNIT OR GUEST ROOM.

B. DOORWAYS LEADING TO SANITARY FACILITIES SHALL BE IDENTIFIED BY A GEOMETRIC SYMBOL. GEOMETRIC SYMBOLS SHALL BE CENTERED HORIZONTALLY ON THE DOOR AT A HEIGHT OF 58" MINIMUM TO 60" MAXIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE CENTER OF THE SYMBOL. WHEN A DOOR IS PROVIDED, THE SYMBOL SHALL BE MOUNTED WITHIN 1 INCH OF THE VERTICAL CENTERLINE OF THE DOOR. EDGES OF ACCESSIBILITY SIGNS SHALL BE ROUNDED, CHAMFERED OR EASED. CORNERS SHALL HAVE A MINIMUM RADIUS OF 1/8".

1. MEN'S SANITARY FACILITIES SHALL BE IDENTIFIED WITH AN EQUILATERAL TRIANGLE 1/4" THICK WITH EDGES 12" LONG AND A VERTEX POINTING UP. THE TRIANGLE SYMBOL SHALL CONTRAST WITH THE DOOR, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.

2. WOMEN'S SANITARY FACILITIES SHALL BE IDENTIFIED WITH A CIRCLE 1/4" THICK AND 12" IN DIAMETER AND A VERTEX POINTING UP. THE CIRCLE SYMBOL SHALL CONTRAST WITH THE DOOR, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.

3. UNISEX SANITARY FACILITIES SHALL BE IDENTIFIED BY A CIRCLE 1/4" THICK AND 12" IN DIAMETER WITH A 1/4" THICK TRIANGLE SUPERIMPOSED OVER THE CIRCLE AND WITHIN THE 12" DIAMETER. THE TRIANGLE SYMBOL SHALL CONTRAST WITH THE CIRCLE SYMBOL, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND. THE CIRCLE SYMBOL SHALL CONTRAST WITH THE DOOR, EITHER LIGHT ON A DARK BACKGROUND OR DARK ON A LIGHT BACKGROUND.



N.T.S. 2

SPACE & REACH REQUIREMENTS

SPACE ALLOWANCES AND REACH RANGES SHALL COMPLY WITH CBC SECTIONS 1138A, 11B-DIVISION 3 & 11B-DIVISION 4.

A. WHEELCHAIR PASSAGE AND PASSING WIDTHS THE MINIMUM CLEAR WIDTH FOR WHEELCHAIR PASSAGE IS 36" CONTINUOUSLY. A 32" WIDTH IS ACCEPTABLE AT A POINT NOT TO EXCEED 24" IN LENGTH. SEE FIGURE 1. SEE FIGURE 2. FOR THE MINIMUM WIDTH FOR TWO WHEELCHAIRS TO PASS IS 60".

B. WHEELCHAIR TURNING SPACE SHALL COMPLY WITH ONE OF THE FOLLOWING FIGURES

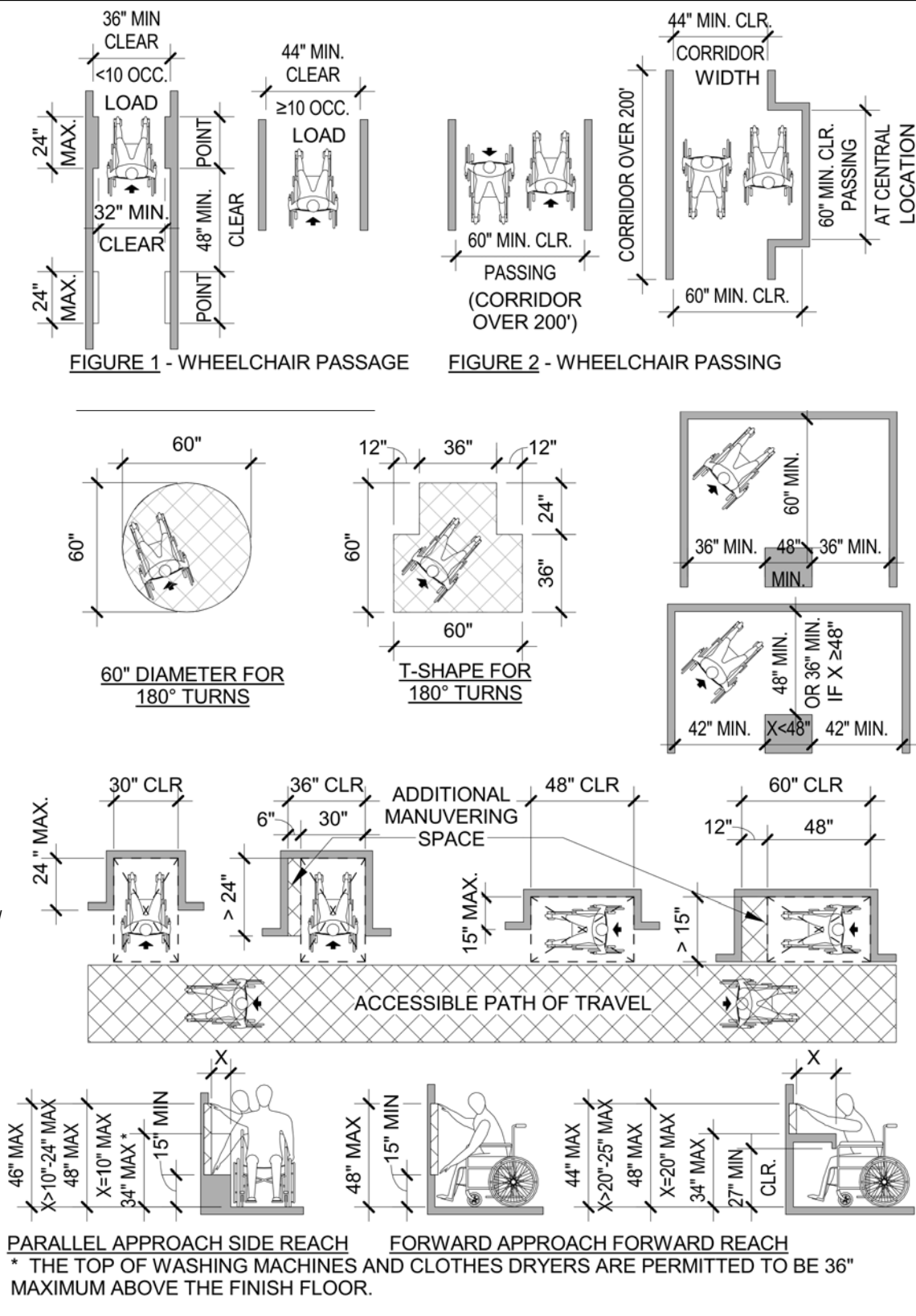
C. CLEAR FLOOR OR GROUND SPACE FOR WHEELCHAIRS, SHALL COMPLY WITH THE FOLLOWING:

- SIZE AND APPROACH THE MINIMUM CLEAR FLOOR OR GROUND SPACE REQUIRED TO ACCOMMODATE A SINGLE WHEELCHAIR IS 30" BY 48". THE CLEAR FLOOR SPACE FOR WHEEL CHAIRS MAY BE POSITIONED FOR FORWARD OR PARALLEL APPROACH TO AN OBJECT U.N.O.. THE CLEAR FLOOR OR GROUND SPACE FOR WHEELCHAIRS MAY BE A PART OF THE KNEE SPACE REQUIRED UNDER SOME OBJECTS.
- RELATIONSHIP OF MANEUVERING CLEARANCES TO WHEELCHAIR SPACES ONE FULL UNOBSTRUCTED SIDE OF THE CLEAR FLOOR OR GROUND SPACE FOR A WHEELCHAIR SHALL ADJOIN OR OVERLAP AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER WHEELCHAIR CLEAR FLOOR OR GROUND SPACE. IF A CLEAR FLOOR SPACE IS LOCATED IN AN ALCOVE OR OTHERWISE CONFINED ON ALL OR PART OF THREE SIDES, ADDITIONAL MANEUVERING CLEARANCES SHALL BE PROVIDED AS FOLLOWS

D. SURFACES FOR WHEELCHAIR SPACES GROUND AND FLOOR SURFACES ALONG ACCESSIBLE ROUTES, AND IN ACCESSIBLE ROOMS AND SPACES, INCLUDING FLOORS, WALKS, RAMP, STAIRS AND CURB RAMPS SHALL BE STABLE, FIRM, SLIP RESISTANT AND SHALL COMPLY WITH THE FOLLOWING:

- CHANGES IN LEVEL UP TO 1/4" MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL BETWEEN 1/4" AND 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1 UNIT VERTICAL IN 2 UNITS HORIZONTAL. CHANGES IN LEVEL GREATER THAN 1/2" MUST BE ACCOMPLISHED BY MEANS OF A RAMP, ELEVATOR OR PLATFORM LIFT.
- IF CARPET OR CARPET TILE IS USED ON A GROUND OR FLOOR SURFACE, IT SHALL BE SECURELY ATTACHED, HAVE FIRM CUSHION, PAD OR BACKING OR NO CUSHION, PAD OR BACKING, AND HAVE A LEVEL LOOP, TEXTURED LOOP, LEVEL-CUT PILE, OR LEVEL/CUT/ UN CUT PILE TEXTURE. THE MAXIMUM PILE HEIGHT SHALL BE 1/2". EXPOSED EDGES OF THE CARPET SHALL BE FASTENED TO THE FLOOR SURFACES AND HAVE TRIM ALONG THE ENTIRE LENGTH OF THE EXPOSED EDGE. CARPET EDGE TRIM SHALL COMPLY WITH ITEM 1 ABOVE.
- ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE ROUTE SHALL NOT EXCEED 1/2". WHEN CHANGES IN LEVEL DO OCCUR, THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1 UNIT VERTICAL IN 2 UNITS HORIZONTAL. CHANGES IN LEVEL NOT EXCEEDING 1/4" MAY BE VERTICAL.
- IF GRATINGS ARE LOCATED IN WALKING SURFACES, THEN THEY SHALL BE LIMITED TO SPACES NO GREATER THAN 1/2" WIDE IN ONE DIRECTION. IF GRATINGS HAVE ELONGATED OPENINGS, THEY SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINATE DIRECTION OF TRAVEL.

E. REACH RANGES SHALL COMPLY WITH THE FOLLOWING FIGURES:



N.T.S. 1

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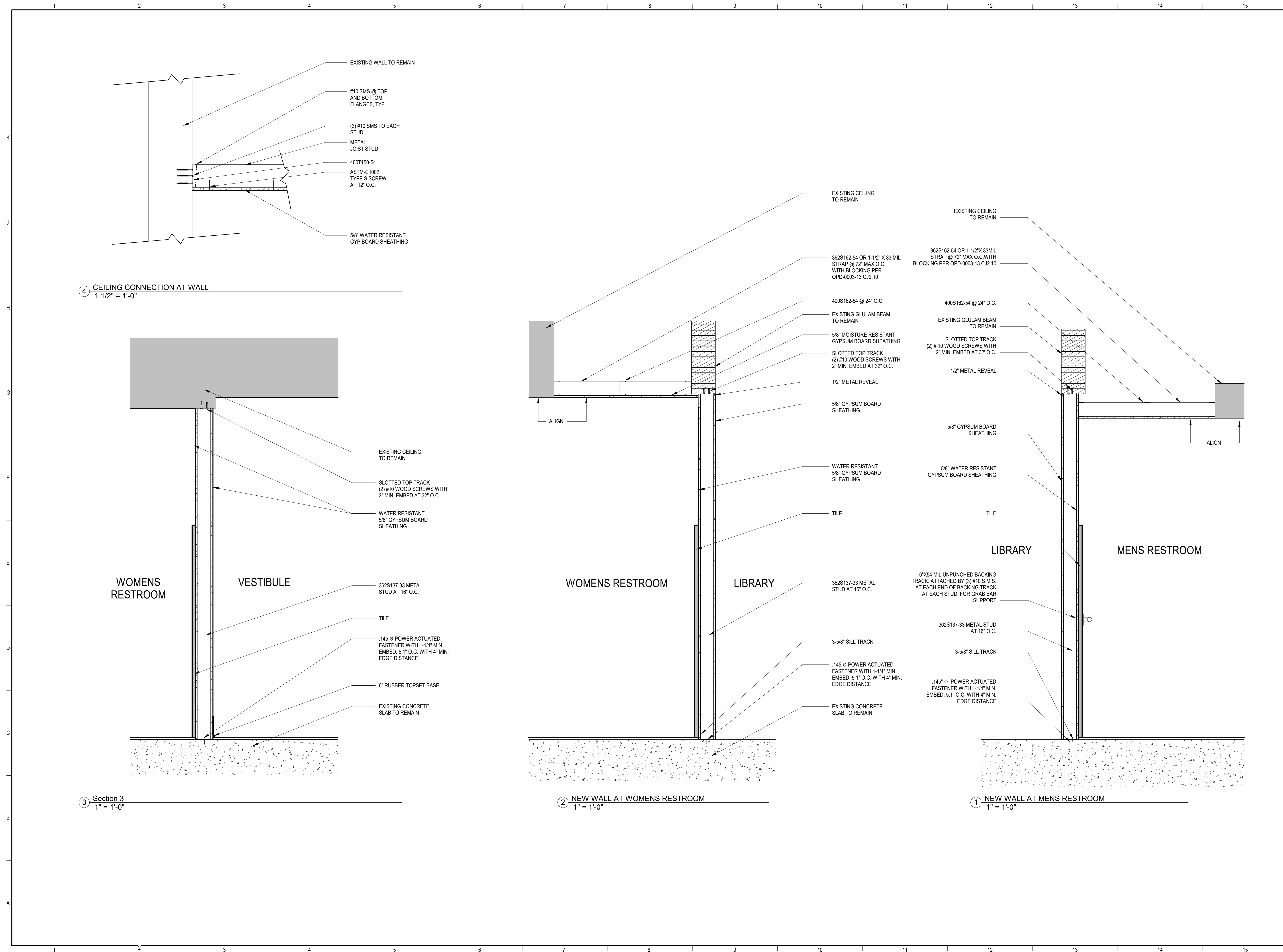
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ACCESS REQUIREMENTS
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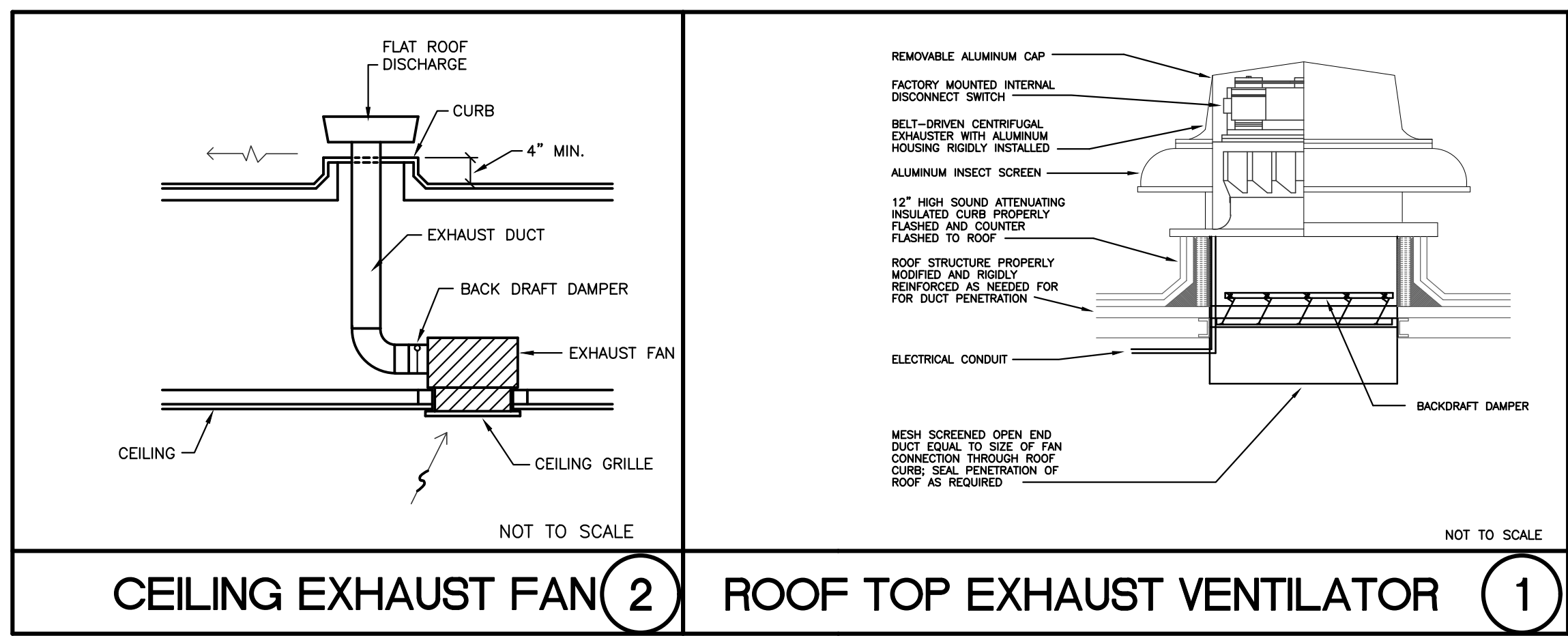
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DETAILS
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CEILING EXHAUST FAN (2) ROOF TOP EXHAUST VENTILATOR (1)

EXHAUST FAN SCHEDULE

SYMBOL	SERVICE	LOCATION	MANUFACTURER AND MODEL	FAN DATA				MOTOR DATA			WEIGHT LBS	REMARKS	
				CFM	S.P. IN. W.G.	R.P.M.	DRIVE	HP WATT	VOLTS	PHASE			HZ
EF 1	RESTROOM	CEILING	GREENHECK GB-097	150	0.25	-	BELT	1/6	120	1	60	70	PROVIDE BACKDRAFT DAMPER ACTIVATE W/TIMER SWITCH PROVIDE WITH ROOF CURB
EF 2	RESTROOM	CEILING	GREENHECK GB-097	150	0.25	-	BELT	1/6	120	1	60	70	PROVIDE BACKDRAFT DAMPER ACTIVATE W/TIMER SWITCH PROVIDE WITH ROOF CURB
EF 3	BATHROOM	CEILING	GREENHECK SP-A125	100	0.25	-	BELT	23.0	120	1	60	25	PROVIDE BACKDRAFT DAMPER ACTIVATE W/TIMER SWITCH (IF REQ'R ROOF JACK)
EF 4	BATHROOM	CEILING	GREENHECK SP-A125	100	0.25	-	BELT	23.0	120	1	60	25	PROVIDE BACKDRAFT DAMPER ACTIVATE W/TIMER SWITCH (IF REQ'R ROOF JACK)

ADDITIONAL MECHANICAL NOTES

GENERAL REQUIREMENTS:

- BY SUBMITTING A QUOTATION OR PROPOSAL, THE MECHANICAL CONTRACTOR EXPRESSLY STATES AND WARRANTS THAT ALL DRAWINGS AND SPECIFICATIONS HAVE BEEN THOROUGHLY REVIEWED, CONTRACTOR HAS BECOME FAMILIAR WITH JOB SITE CONDITIONS, AND IS TOTALLY QUALIFIED TO PERFORM ALL OF THE WORK REQUIRED.
- THE MECHANICAL CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND LICENSES PERTAINING TO HIS WORK.
- THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH DETAILED REQUIREMENTS OF LEASE EXTRACTS FROM THE LANDLORD AND TENANT.
- EQUIPMENT AND MATERIALS IN TRANSIT SHALL UTILIZE FREIGHT ELEVATOR OR STAIRS. SAID EQUIPMENT OR MATERIALS SHALL BE DISASSEMBLED AS REQUIRED TO MEET THE RESTRICTIONS IMPOSED BY THE BUILDING OR ITS COMPONENT CONSTRAINTS AND THEN REASSEMBLED IN THE NEW WORK AREA.
- ALL WORK SHALL BE DONE WITH A MINIMUM OF NOISE AND DISTURBANCE TO BUSINESS ROUTINE.
- SINCE THESE ARE SECURE FLOORS, ALL DELIVERIES, WORKERS, WORK OPERATORS, ETC., REQUIRED BY THE CONTRACTOR FOR WORK PERFORMED IN ANY AREA OR SITE BUILDING SHALL BE IN STRICT CONFORMANCE TO THE RULES AND REGULATIONS OF THE TENANT.
- CONTRACTOR SHALL PROTECT HIS WORK AND EQUIPMENT FROM DAMAGE, VANDALS, ETC. ANY ITEM THAT IS DAMAGED, VANDALIZED OR STOLEN PRIOR TO ACCEPTANCE OF BUILDING BY TENANT SHALL BE REPLACED BY RESPECTIVE CONTRACTOR AT NO CHARGE TO TENANT.
- THIS CONTRACTOR SHALL NOT INTERFERE WITH THE SERVICES OF THE EXISTING BUILDING NOR INTERFERE WITH THE SERVICES IN ANY WAY WITHOUT THE EXPRESSED PERMISSION OF THE TENANT.
- WHERE THE WORK MAKES TEMPORARY SHUTOFFS OF SERVICES UNAVOIDABLE, THEY SHALL BE MADE AT NIGHT OR AT SUCH TIMES AS WILL CAUSE THE LEAST INTERFERENCE WITH THE ESTABLISHED OPERATING ROUTINE.
- THIS CONTRACTOR SHALL ARRANGE THE WORK SO AS TO ASSURE THAT SERVICES WILL BE SHUT DOWN ONLY DURING THE TIME ACTUALLY REQUIRED TO MAKE THE NECESSARY CONNECTION TO THE EXISTING WORK.
- THIS CONTRACTOR SHALL GIVE WRITTEN NOTICE 2 WEEKS IN ADVANCE TO THE TENANT AND LANDLORD OF ANY REQUIRED SHUT DOWN.
- ALL MOTORS, FANS, CONTROLS, FIXTURES, HVAC UNIT AND OTHER EQUIPMENT FOR USE IN THIS CONTRACT SHALL BE PROTECTED BY TARPULIN OR BY BEING AS SOON AS DELIVERED TO THE SITE, AND SHALL BE KEPT CLEAN AND DRY. THE MOTORS, FIXTURES, FANS AND MOVING PARTS SHALL BE KEPT COVERED SO AS TO ELIMINATE DIRT, DUST, AND OTHER MATERIALS ENTERING THE PARTS DURING DESTRUCTION AND CONSTRUCTION WORK ON THE BUILDING. SHOULD IT BE FOUND THAT ANY PARTS ARE DAMAGED DUE TO CARELESSNESS ON THE PART OF THE CONTRACTOR IN NOT PROVIDING PROPER PROTECTION, SUCH PART OR PARTS SHALL BE REPLACED BY THE CONTRACTOR AT HIS OWN COST AND EXPENSE. ALL OPENINGS IN DUCTS, PIPING, CONDUITS, ETC., SHALL BE PROPERLY PROTECTED WITH TEMPORARY CAPS OR PLUGS AT ALL TIMES.
- DURING THE CONSTRUCTION PHASE OF THE PROJECT, ANY DUCTWORK INSTALLED IS TO BE COMPLETELY SEALED UP OF ANY OPENINGS, EITHER AT THE BEGINNING OR END OF A DUCT RUN OR AT A BRANCH, COLLAR DIFFUSER OR REGISTER TO AVOID DIRT OR OTHER CONTAMINANTS FROM ENTERING THE SYSTEM.
- ALL REGISTERS AND DIFFUSERS SHALL BE STEEL, FLUSH TO THE CEILING, AND SHALL HAVE MANUFACTURERS' BAKED ENAMEL FINISH (COLOR TO MATCH CEILING TILES OR CEILING). DIFFUSERS SHALL BE OF THE ADJUSTABLE PATTERN TYPE WITH VOLUME CONTROL DAMPERS AND FLOW EQUALIZING.
- FIBERGLASS DUCTWORK WILL NOT BE ALLOWED.

QUALITY CONTROL:

- PROVIDE AS BUILT DRAWINGS AND SUBMIT COPIES TO THE OWNER.
- IT IS THE SPECIFIC INTENT OF THIS DESIGN CONDITIONS THAT THE ENTIRE SYSTEM INCLUDING EQUIPMENT, DUCTWORK, AIR OUTLETS/ INLETS AND ALL OTHER PARTS BE MODESS AND FREE OF VIBRATION TRANSMISSION. PROVIDE AND INSTALL VIBRATION ISOLATORS OR DAMPERS, SOUND INSULATION PADS, FLEXIBLE CONNECTORS AND SIMILAR MATERIAL AS REQUIRED. INSTALL VOLUME DAMPERS ON ALL DUCTS AS FAR AS POSSIBLE FROM AIR INLET/ OUTLETS. MAKE THE NECESSARY NOISE OR VIBRATION CORRECTIONS BY INSTALLING THESE ITEMS AT NO COST TO THE OWNER.
- PERFORM TEST OF EQUIPMENT BEFORE FINAL ACCEPTANCE AND UNDER THE SUPERVISION OF THE ARCHITECT AND/ OR OWNER. FURNISH ALL LABOR AND INSTRUMENTS FOR TESTS.
- UPON COMPLETION OF AND AFTER CLEANING OF SYSTEM AND EQUIPMENT, CAREFULLY ADJUST FOR NORMAL OPERATING OF THE AUTOMATIC PARTS OF HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS.
- EQUIPMENT AND DUCTWORK EXPOSED TO WEATHER MUST BE WEATHERPROOFED.
- WHEN MORE THAN ONE PIECE OF EQUIPMENT ARE INSTALLED ON ROOF OR A COMMON AREA, LABEL EACH PIECE EQUIPMENT TO IDENTIFY THE AREA IT SERVES. EACH HVAC UNIT MUST HAVE A HINGED SERVICE DOOR.
- INDEPENDENT AIR BALANCE COMPANY SHALL BALANCE AIR SYSTEM TO THE CFM CAPACITY AS SHOWN ON FLOOR PLANS.
- APPLIANCES DESIGNED TO BE FIXED IN POSITION SHALL BE SECURELY FASTENED IN PLACE.
- REPLACE ALL AIR FILTERS ONE WEEK PRIOR TO TURNOVER TO OWNER.

COORDINATION WITH OTHER TRADES:

- THE DRAWINGS ARE IN PART DIAGRAMMATIC AND ARE INTENDED TO CONVEY THE SCOPE OF THE WORK; THEY INDICATE THE GENERAL ARRANGEMENT AND APPROXIMATE SIZES OF EQUIPMENT, DUCTWORK, PIPING, OUTLETS, ETC. FOLLOW THE DRAWINGS AS CLOSELY AS PRACTICAL IN LAYING OUT THE WORK; BE GUIDED BY THE CONDITIONS AT THE JOB AND CONSULT THE CONSTRUCTION DRAWINGS OF THE OTHER TRADES TO BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE WORK.
- ALL REQUIRED, INDICATED OR SHOWN HVAC DUCTWORK, PIPING, AND EQUIPMENT WHICH CONFLICT WITH THE WORK OF OTHER TRADES SUCH AS STRUCTURAL MEMBERS, ELECTRICAL, PLUMBING, FIRE SPRINKLER LINES AND EQUIPMENT, ROOF PLUMBING CURBS, SIGN LIGHTS ATTIC VENTS, ETC. SHALL BE MOVED, OFFSET OR RE-ROUTED BY THE CONTRACTOR FREE OF CHARGE. MAJOR CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNER BEFORE THE FINAL INSTALLATION.
- VERIFY WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR EXACT LOCATION OF DUCT OPENINGS THROUGH ROOF AND WALLS.
- CONTRACTOR SHOULD VISIT THE JOB SITE BEFORE THE CONSTRUCTION AND VERIFY ALL THE CONDITIONS, DIMENSIONS BEFORE STARTING WORK, ORDERING EQUIPMENT AND DUCT/ PIPE FABRICATION.
- FURNISHING AND INSTALLATION OF ALL LOW VOLTAGE WIRING FOR MECHANICAL SYSTEM SHALL BE BY THE MECHANICAL CONTRACTOR.
- ALL NECESSARY EQUIPMENT CURBS, RUNNERS, PLATFORMS, ROOFING, PATCHING, CUTTING, RATING SHAPES, FURRING, FLASHING AND PAINTING SHALL BE BY THE GENERAL CONTRACTOR.
- ALL NECESSARY DRAINS, GAS, CONDENSATE DRAINS WITH TRAPS, INCLUDING FINAL CONNECTIONS SHALL BE BY THE PLUMBING CONTRACTOR.
- FURNISHING AND INSTALLATION OF ALL LINE VOLTAGE WIRING VOLT CONDUIT AND AUXILIARIES FOR MECHANICAL SYSTEMS SHALL BE BY THE ELECTRICAL CONTRACTOR. THE CONDUIT FOR LOW VOLTAGE WIRING OF MECHANICAL SYSTEM EXPOSED TO THE WEATHER SHALL BE APPROVED FOR EXTERIOR USE AND BE BY THE ELECTRICAL CONTRACTOR.
- REPORT DISCREPANCIES IN THE PLANS OR SPECIFICATIONS TO ARCHITECT AND OWNER BEFORE BEGINS THE PROJECT, DISCREPANCIES RESULTING IN CHANGE ORDERS WILL BE AT THE AMKOR CONTRACTOR'S EXPENSE.
- INCLUDE ALL ROOF CURB FLASHINGS AND CASKETS (PER MANUFACTURER'S SPECS) AND COORDINATE INSTALLATION OF ROOF CURBS WITH GENERAL CONTRACTOR.
- COORDINATE INSTALLATION OF GAS PIPING, CONDENSATE PIPING, AND ELECTRIC CONDUITS WITH OTHER TRADES.
- IT IS NOT THE INTENT TO INDICATE ALL NECESSARY OFFSETS AND IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO INSTALL DUCTWORK AND TO MAKE THE NECESSARY OFFSETS AS REQUIRED TO CLEAR OBSTRUCTIONS, PRESERVE HEADROOM, KEEP OPENING AND PASSAGEWAY CLEAR, AND MAKE ALL EQUIPMENT REQUIRING INSPECTION, MAINTENANCE AND REPAIR, ACCESSIBLE WITHOUT FURTHER INSTRUCTIONS OR EXTRA COST TO THE OWNER.
- LINE SUPPLY AND RETURN DUCT DROPS WITH MINIMUM 1 1/2\"/>

GENERAL NOTES

DUCTWORK:

- ALL AIR CONDITIONING DUCTS TRANSVERSE JOINTS TO BE SUBSTANTIALLY AIR TIGHT WITH TAPE, MASTIC, GASKETING OR OTHER MEANS, ALL LOW PRESSURE DUCTWORK SIZED EQUAL TO OR LESS THAN 0.1\"/>

AIR DEVICES:

- ARROWS AT CEILING DIFFUSERS INDICATE THE AIR THROW PATTERN. COORDINATE WITH ARCHITECTURAL DRAWINGS AND REFLECTED CEILING PLANS FOR EXACT LOCATION OF ALL DIFFUSERS AND REGISTERS AND LOWERS.
- SUPPLY DIFFUSERS, RETURN AND EXHAUST REGISTERS TO BE PERFORMED MODULAR TYPE FOR 1-BAR CEILING INSTALLATION WITH KEY OPERATED BLADE DAMPER UNIT.
- Supply diffusers and registers to be PRICE INDUSTRIES (Modular type) or PRICE INDUSTRIES (Perforated Modular type) for ceiling installation and/or 90V for side-wall installation or approved equal with key operated blade damper unit (Round diffusers by PRICE INDUSTRIES model selected by the owner).
- Return and exhaust air registers to be PRICE INDUSTRIES for ceiling installation and/or 90V for side-wall installation or approved equal with key operated blade damper unit.

INSULATION:

- MINERAL FIBER INSULATION SHALL BE INSTALLED IN JOINT SPACES WHENEVER A PLUMBING PIPE OR DUCT PENETRATES A FLOOR-CEILING ASSEMBLY OR WHERE SUCH PIPE OR DUCT PASSES THROUGH THE PLANE OF THE FLOOR-CEILING ASSEMBLY FROM WITHIN A WALL. THE INSULATION SHALL BE INSTALLED TO A POINT 1/2\"/>

CODE:

- PROVIDE A 3/4\"/>

SYMBOL	ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
SD		DUCT TYPE SMOKE DETECTOR	A/C	AIR CONDITIONING
FD		FIRE DAMPER	BHP	BRAKE HORSEPOWER
CBHP		COMBINATION FIRE SMOKE DAMPER	BOU	BOTTOM OF DUCT-ELEVATION
AF OR AD		ACCESS PANEL OR DOOR	CFM	CUBIC FEET PER MINUTE
FC		FLEXIBLE DUCT CONNECTOR	COMB	COMBUSTION OR COMBINATION
TH		THROAT & SIZE	COMP	COMPRESSOR
TV		TURNING VANES	COND	CONDENSER (NG)
VD		MANUAL VOLUME DAMPER W/ INDIVIDUAL BLADE QUADRANTS	MERV	MINIMUM EFF. REPORTING VALUE
YD		MOTORIZED DAMPER	EXT	EXTERNAL
20X12		DUCT SIZE NOTATION-FIRST DIMENSION IS FOR NEAR SIDE	EVAP	EVAPORATOR(NG) (VE)
MD		DUCT TRANSITION	FM	FEET PER MINUTE
LNED		PLENUM OR DUCT LINER	HP	HORSEPOWER
		SHEET METAL SIZE (D)SHOWN	INSUL	INSULATE, INSULATION
			MBH	THOUSAND BTU PER HOUR
			NC	NOISE CRITERIA CURVE
			NIC	NOT IN THIS CONTRACT
			OPNG	OPENING
			REQD	REQUIRED
			RH	RELATIVE HUMIDITY
			SP	STATIC PRESSURE
			TS	TOP SPEED
			TYR	TYPICAL FOR-
			UTR	UP THRU ROOF
			VIB. ISOL	VIBRATION ISOLATOR
			W/	WITH
			WET	WET BULB TEMPERATURE
			DET	DRY BULB TEMPERATURE
			WG	WATER GAGE
			Ø	DIAMETER OR ROUND
			Δ	BULLETIN
			⊖	THERMOSTAT
			⊕	ON/OFF SWITCH
			⊗	ARMED
			⊚	LIGHT SWITCH
			⊝	AUTOMATIC/TIMER SWITCH
			⊞	REMOTE TEMPERATURE SENSOR
			⊠	TEMPERATURE SENSOR
			FLA	FULL LOAD AMPS
			MCA	MINIMUM CIRCUIT AMPS
			MOOP	MAX. OVERCURRENT PROTECTION
			RFM	REVOLUTIONS PER MINUTE
			IFM	INDOOR FAN MOTOR
			OFM	OUTDOOR FAN MOTOR
			V-PH-HZ	VOLT - PHASE - HERTZ

DRAWING LIST

M-100	MECHANICAL NOTES, SCHEDULES & DETAILS
M-101	SENIOR CENTER MECHANICAL PLANS
M-102	AUDITORIUM MECHANICAL PLANS

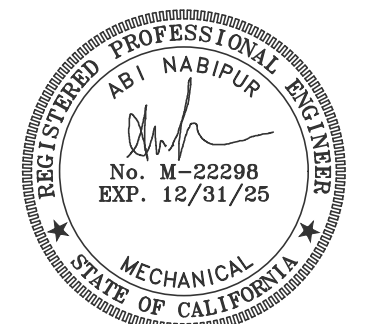
MECHANICAL CONTRACTOR SHALL INCLUDE IN HIS PROPOSAL A ONE YEAR GUARANTEE, WARRANTY ON ALL EQUIPMENT AND MATERIAL HE INSTALLS OR REPAIRS; THIS GUARANTEE, WARRANTY IS TO INCLUDE ALL LABOR, MATERIAL, PARTS, ETC. NECESSARY TO MAINTAIN THE SYSTEM IN SATISFACTORY OPERATION FOR A PERIOD OF ONE YEAR STARTING FROM THE DATE OF ACCEPTANCE OF THE SYSTEM BY THE TENANT. IT SHALL ALSO INCLUDE A NEW SET OF FILTERS AT THE END OF STARTUP (ONE SUMMER TO WINTER CHANGEOVER, ONE WINTER TO SUMMER CHANGEOVER, AND FOUR (4) FILTER CHANGES DURING THE FIRST YEAR. THE NORMAL PREVENTATIVE MAINTENANCE WORK SHALL BE PERFORMED AT THE TIME OF THE FILTER CHANGES.

INSULATION

- DUCTWORK WITHIN 10' OF HVAC UNIT SHALL BE ACOUSTICALLY LINED. DUCT SIZES SHOWN ON THE DRAWING ARE INTERNAL FREE AREA SIZES, INTERNAL LINER SHALL BE 1\"/>

2. LEADING EDGES OF DUCT INSULATION SHALL BE OVERLAPPED BY ADJOINING INSULATION FOR 6\"/>

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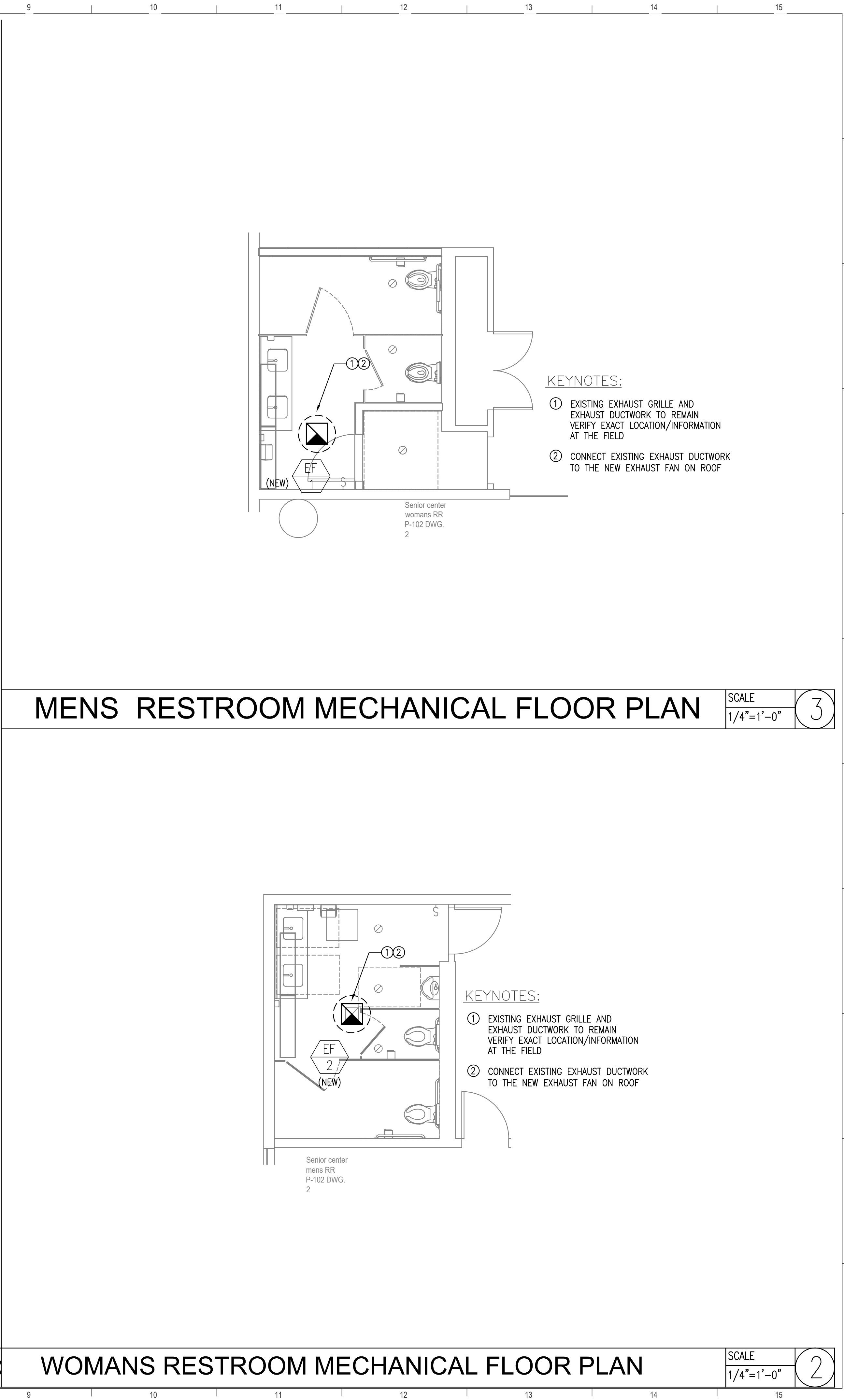
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MECH. L. NOTES, DETAILS AND SCHEDULES

M-100



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SENIOR CENTER MECHANICAL PLANS

M-101

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SENIOR CENTER
 MECHANICAL PLANS

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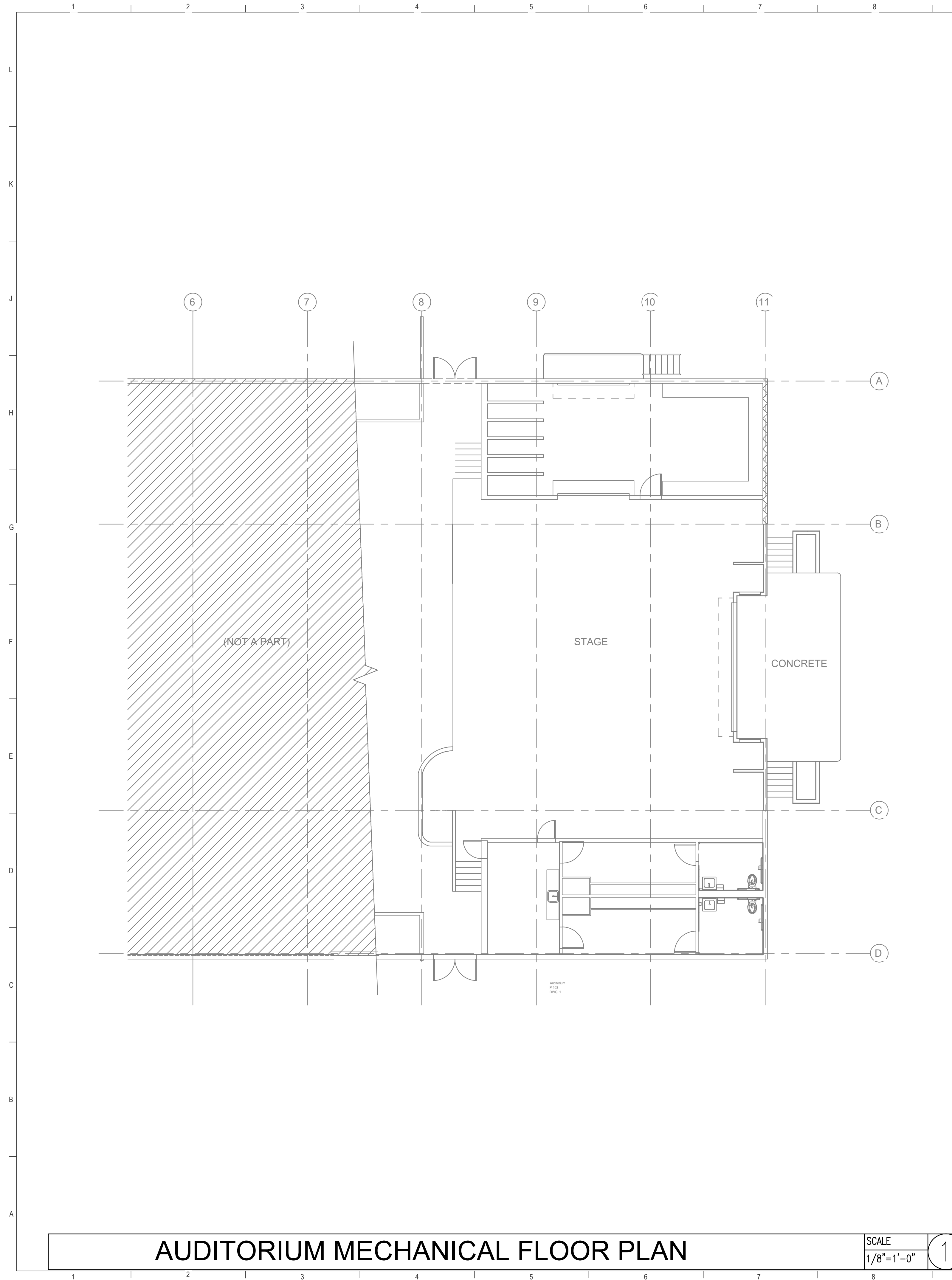
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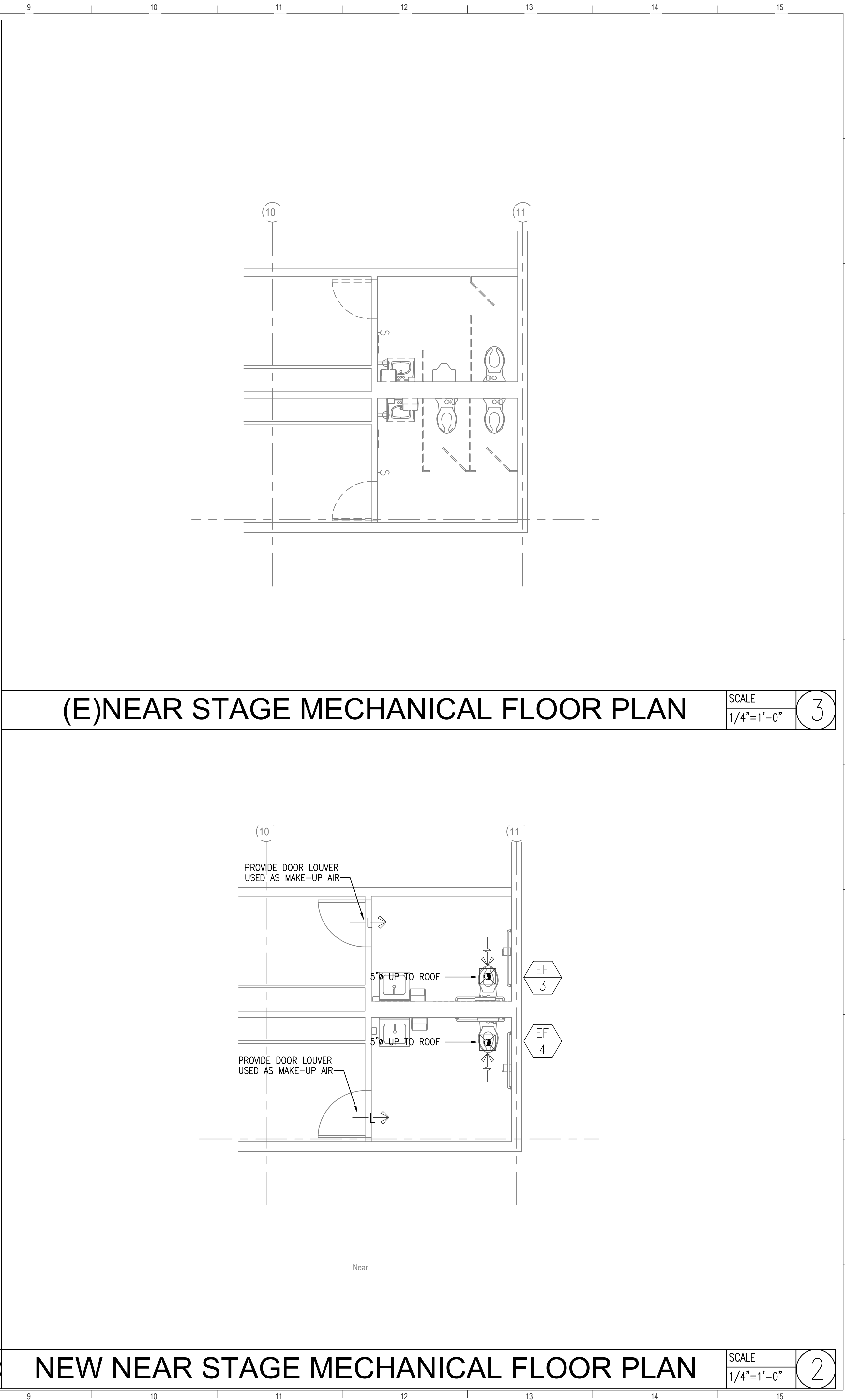
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AUDITORIUM MECHANICAL FLOOR PLAN

SCALE
1/8"=1'-0"
1



NEW NEAR STAGE MECHANICAL FLOOR PLAN

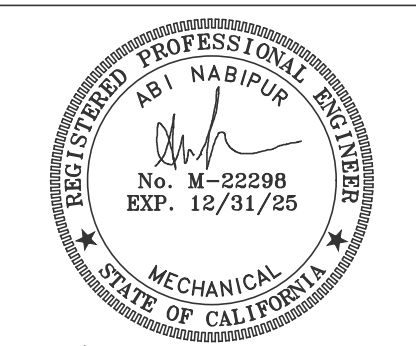
SCALE
1/4"=1'-0"
2

(E)NEAR STAGE MECHANICAL FLOOR PLAN

SCALE
1/4"=1'-0"
3

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**AUDITORIUM
MECHANICAL PLANS**

M-102

FORM GRN 16

**SECTION 4.303.1
WATER REDUCTION FIXTURE FLOW RATES**

FIXTURE TYPE	MAXIMUM ALLOWABLE FLOW RATE
Showerheads	1.8 gpm @ 80 psi
Lavatory faucets, residential	1.2 gpm @ 60 psi ^{1,3}
Lavatory faucets, nonresidential	0.4 gpm @ 60 psi ^{1,3}
Kitchen faucets	1.5 gpm @ 60 psi ^{2,4}
Metering Faucets	0.2 gallons/cycle
Gravity tank type water closets	1.28 gallons/flush ⁵
Flushometer tank water closets	1.28 gallons/flush ⁵
Flushometer valve water closets	1.28 gallons/flush ⁵
Urinals	0.125 gallons/flush
Clothes Washers	ENERGY-STAR certified
Dishwashers ENERGY-STAR certified	ENERGY-STAR certified

¹ Lavatory Faucets shall not have a flow rate less than 0.8 gpm at 20 psi.
² Kitchen faucets may temporarily increase flow above the maximum rate, but not above 2.2gpm @ 60psi and must default to a maximum flow rate of 1.8 gpm @ 60psi.
³ Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.
⁴ Kitchen faucets with a maximum 1.8 gpm flow rate may be installed in buildings that have water closets with a maximum flush rate of 1.06 gallons/flush installed throughout.
⁵ Includes single and dual flush water closets with an effective flush of 1.28 gallons or less.
 Single Flush Toilets - The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume when tested in accordance with ASME A112.19.233.2.
 Dual Flush Toilets - The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is defined as the composite, average flush volume of two reduced flushes and one full flush. Flush volumes will be tested in accordance with ASME A112.19.2 and ASME A112.19.14.

TABLE 120.3-A PIPE INSULATION THICKNESS

FLUID TEMPERATURE RANGE (°F)	CONDUCTIVITY RANGE (in BTU-inch per hour per square foot per °F)	INSULATION MEAN RATING TEMPERATURE (°F)	NOMINAL PIPE DIAMETER (in inches)		
			3/4 AND LESS	1 TO <1.5	2 AND LARGER
INSULATION THICKNESS REQUIRED (in inches)					
SERVICE WATER HEATING SYSTEMS					
105-140	0.22-0.28	100	1.0	1.5	2

SHEET SCHEDULE

P1.1	PLUMBING LEGEND, NOTES AND SCHEDULES
P1.2	PLUMBING EQUIPMENT AND FIXTURE SCHEDULES
P2.1	SENIOR CENTER PLUMBING DEMOLITION FLOOR PLAN
P2.2	SENIOR CENTER PLUMBING NEW FLOOR PLAN
P2.3	AUDITORIUM PLUMBING DEMOLITION AND NEW FLOOR PLANS

GENERAL NOTES

- ALL WORK AND MATERIAL SHALL CONFORM TO THE 2022 EDITION OF CALIFORNIA PLUMBING CODE.
- OBTAIN ALL FIELD APPROVAL ON PLUMBING WORK FROM REGULATING AGENCIES WHERE REQUIRED.
- NO WORK SHALL BE COVERED UP UNTIL IT HAS BEEN INSPECTED, TESTED AND APPROVED BY AUTHORITIES HAVING JURISDICTION.
- VERIFY LOCATION, SIZE, DEPTH AND AVAILABILITY OF ALL UTILITIES; SEWER AND WATER INCLUDING METERS CONCERN PRIOR TO START OF ANY WORK.
- DRAWING AND SPECIFICATION GOVERNS WHERE THEY EXCEED CODE REQUIREMENT.
- ALL PLUMBING FIXTURE LOCATION (WATERCLOSETS, LAVATORIES, ETC.) ARE DIAGRAMMATIC AND CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
- ALL PLUMBING FIXTURES AND EQUIPMENT SHALL HAVE ISOLATING VALVE ON WATER SUPPLY LINES, VALVES SHALL BE LINE SIZED UNLESS NOTED OTHERWISE.
- PROVIDE ACCESS DOORS TO ALL CONCEALED VALVES, STRAINERS, TRAP PRIMERS, WATER HAMMER ARRESTOR, ETC. ALL ACCESS DOORS SHALL BE STAINLESS STEEL TYPE.
- ALL POTABLE WATER PIPING, FITTINGS, FIXTURES AND SOLDER USED FOR CONNECTIONS SHALL BE LEAD FREE IN ACCORD WITH EPA AND LOCAL CODES.
- FLOOR SINKS SHALL BE FLUSH WITH FINISHED FLOOR.
- PROVIDE FLOOR DRAINS AND FLOOR SINKS WITH AN APPROVED AUTOMATIC TRAP PRIMER WHERE REQUIRED BY AUTHORITIES.
- CONTRACTOR SHALL PROVIDE CLEAN-OUTS WHERE SHOWN AND AS REQUIRED BY CODE, CLEAN-OUTS SHALL BE ACCESSIBLE, NO CLEAN-OUTS SHALL OCCUR UNDER OR BEHIND ANY CASES OR FIXTURES.
- UNDERGROUND PIPING SHALL BE LOCATED AWAY FROM BEARING FOOTINGS AND TO COMPLY WITH DETAILS ON STRUCTURAL DRAWINGS.
- ALL PIPING IN FINISHED AREAS SHALL BE RUN CONCEALED UNLESS NOTED OTHERWISE ON DRAWINGS. EXPOSED PIPING WHEN NOTED AS SUCH SHALL BE RUN AS HIGH AS POSSIBLE AND TIGHT TO STRUCTURE.
- ALL PIPING PENETRATING WALL, CEILING AND FLOOR SHALL BE ISOLATED FROM BUILDING STRUCTURES WITH RESILIENT SEALANT.
- ALL OPENINGS FOR PIPING THROUGH FIRE RATED ENCLOSURE SHALL BE CAULKED AS REQUIRED BY CODE TO MAINTAIN FIRE RATING.
- COORDINATE ALL WORK WITH OTHER TRADES AND CONTRACTORS PRIOR TO START OF WORK.
- NO VENT OUTLET SHALL TERMINATE CLOSER THAN FOUR FEET TO OR THREE FOOT ABOVE ANY DOOR, WINDOW OR GRAVITY AIR INTAKE, NOR CLOSER THAN TEN FEET TO OR THREE FEET ABOVE ANY FORCED OR MECHANICAL AIR INTAKE, VENT OUTLETS SHALL BE A MINIMUM TWO FEET FROM THE EDGE OF THE ROOF.
- VENTS FROM FIXTURES WITH OVERFLOW RIM AT FLOOR LEVEL MUST RISE 6" ABOVE FLOOR LEVEL BEFORE CONNECTING TOGETHER.
- DO NOT SCALE FLOOR PLAN DRAWINGS FOR EXACT HORIZONTAL LOCATION OF RUN.
- ALL PIPE SHALL BE TIGHTLY SECURED TO THE STRUCTURE PER CODE REQUIREMENTS.
- ALL PIPE LOCATION SHOWN ON THESE PLANS ARE DIAGRAMMATIC. CONTRACTOR USE THEIR BEST JUDGMENT IN LOCATING PIPES AND COORDINATE WITH ALL OTHER TRADES TO ENSURE WORK IS IN CONFORMANCE WITH DRAWINGS AND THE ARCHITECTURAL DESIGN INTENT.

STANDARD NOTES:

- SHOWER AND TUB SHOWER COMBINATION SHALL HAVE INDIVIDUAL SHOWER CONTROL VALVE OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE SET AT 120 DEGREES MAXIMUM. THERMOSTATIC MIXING VALVE SHALL ASSE 1016 CERTIFIED
- ALL FITTINGS AND FIXTURES IN CONTACT WITH POTABLE WATER SHALL BE LEAD FREE
- ALL PIPE, PIPE FITTINGS, TRAP, FIXTURES, MATERIAL AND DEVICES USED IN PLUMBING SYSTEM SHALL BE LISTED OR LABELED (THIRD PARTY CERTIFIED) BY A LISTING AGENCY (ACCREDITED CONFORMITY ASSESSMENT BODY) AND SHALL CONFORM TO APPROVED APPLICABLE RECOGNIZED STANDARDS REFERENCED IN THIS CODE, AND SHALL BE FREE FROM DEFECTS.
- ALL FIXTURES TO COMPLY WITH HIGH EFFICIENCY ORDINANCE
- ICE MACHINE, DRINK DISPENSERS, COFFEE MACHINES, FREEZERS, REFRIGERATION COILS AND SIMILAR EQUIPMENT SHALL BE INDIRECTLY CONNECTED TO THE DRAINAGE SYSTEM.
- NO DOMESTIC DISHWASHING MACHINE SHALL BE DIRECTLY CONNECTED TO A DRAINAGE SYSTEM OR WASTE DISPOSER WITHOUT THE USE OF AN APPROVED DISHWASHER AIRGAP FITTING ON THE DISCHARGE SIDE OF THE DISHWASHING MACHINE. LISTED AIRGAP SHALL BE INSTALLED WITH FLOOD LEVEL (FL) MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAINBOARD, WHICHEVER OR HIGHER.
- GATE VALVE IN THE DOMESTIC WATER SUPPLY SHALL BE FULLWAY TYPE WITH WORKING PARTS OF NON-CORROSIVE MATERIAL
- ALL PLUMBING FIXTURES SHALL BE CERTIFIED BY CEC (WATERCLOSET, 1.28 GPF, URINAL, 0.125 GPF; SHOWERHEAD, 1.5 GPM; SINK FAUCET, 1.8 GPM).
- WATERCLOSET SHALL BE ELONGATED BOWL WITH OPEN FRONT SEAT. ALL WATERCLOSET SHALL HAVE L.A. CITY TEST LAB APPROVAL
- FAUCET AT PUBLIC LAVATORY SHALL BE OF SELF CLOSING METERING TYPE WITH MAXIMUM FLOW 0.20 GALLON PER CYCLE.
- FIXTURE FLOW RATE SHALL COMPLY WITH CHAPTER 4 OF THE LOS ANGELES PLUMBING CODE
- ALL NEW AND/OR ALTERED WATER PIPING SHALL BE DISINFECTED PER CPC, SECTION 609.9
- FAUCET AT PUBLIC LAVATORY SHALL BE PROVIDED WITH THERMOSTATIC MIXING VALVE THAT LIMITS THE TEMPERATURE TO 110 DEGREES.

NOTES:

- ALL POTABLE WATER PLUMBING MATERIAL SHALL BE LEAD FREE
- ALL FIXTURES TO BE LISTED/APPROVED BY STATE OF CALIFORNIA ACCEPTED THIRD PARTY TESTING AGENCIES
- FLOOR AND TRENCH DRAINS SHALL BE LISTED TO ASME A112.6.3
- ROOF DECK AND BALCONY DRAINS SHALL BE LISTED TO ASME A112.6.4

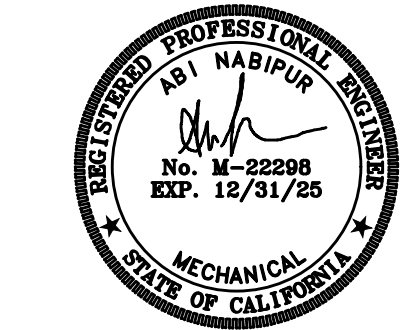
PIPE MATERIAL SCHEDULE

SERVICE	PIPE	FITTINGS	LOCATION
HOT AND COLD WATER	COPPER TYPE L	COPPER TYPE L	ABOVE GRADE
WASTE & VENT	CAST IRON NO HUB MANUFACTURED BY TYLER, CHARLOTTE OR AB&I	CAST IRON NO HUB MANUFACTURED BY TYLER, CHARLOTTE OR AB&I	ABOVE GRADE
WASTE & VENT STORM DRAIN(SD)	PVC TYPE DWV SCHEDULE 40	PVC TYPE DWV SCHEDULE 40	(CORROSIVE SOILS PER SOILS REPORT) BELOW GRADE INSTALL PER MANUFACTURER'S INSTRUCTION
CONDENSATE DRAIN	PVC TYPE DWV SCHEDULE 40	PVC TYPE DWV SCHEDULE 40	ABOVE GRADE

PLUMBING LEGEND

SYMBOL	ABB	DESCRIPTION	SYMBOL	ABB	DESCRIPTION
---	SAN	SEWER BELOW FLOOR.	---	SAN	SEWER ABOVE FLOOR
---	FCO OR YCO	CLEAN OUT FLOOR OR GRADE.	---	O.D.	OVERFLOW DRAIN
---	S.D.	STORM DRAIN	---	C.W.	COLD WATER
---	V.	SANITARY VENT	---	H.W.R.	HOT WATER RETURN
---	H.W.	HOT WATER	---	F.	FIRE LINE
---	C.D.	CONDENSATE DRAIN	---	C.O.	CLEAN-OUT
---	G.	FUEL GAS (LOW PRESSURE)	---	C.V.	CHECK VALVE
---	W.C.O.	WALL CLEAN OUT	---	G.C.	GAS COCK
---	G.V.	GATE VALVE	---	A.P.	ACCESS PANEL
---	ABV.	ABOVE	---	BEL.	BELOW
---	A.T.P.	AUTOMATIC TRAP PRIMER	---	CONN.	CONNECTION
---	CLG.	CEILING	---	DN.	DOWN
---	CONT.	CONTINUATION	---	EXIST.	EXISTING
---	D.S.	DOWN SPOUT	---	P.O.C.	POINT OF CONNECTION
---	I.E.	INVERT ELEVATION	---	V.T.R.	VENT THRU ROOF
---	S.O.V.	SHUT-OFF VALVE	---	F.U.	FIXTURE UNIT
---	MTD.	MOUNTED	---	HDR.	HEADER
---	Y.B.	YARD BOX	---	R.I.&C.	ROUGH IN AND CONNECT
---	N.T.S.	NOT TO SCALE	---	U	URINAL
---	A.F.S.	AUTOMATIC FIRE SPRINKLER	---	H.C.	HANDICAPPED
---	W.C.	WATER CLOSET	---	A.F.F.	ABOVE FINISHED FLOOR
---	L.	LAVATORY	---	EXSD	EXISTING STORM DRAIN PIPE
---	R.P.	REDUCED PRSS..B BACKFLOW PREVENTER	---	MPG	MEDIUM PRESSURE GAS
---	(E)	EXISTING	---	YCO	YARD CLEAN-OUT
---	F.S.	FLOOR SINK	---	PRESS.	PRESSURE

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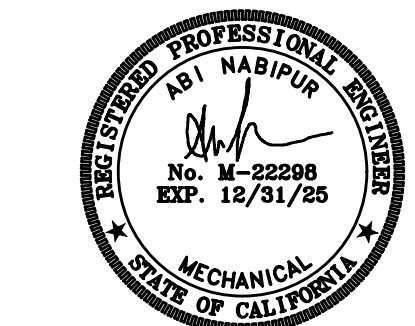
PLUMBING LEGEND, NOTES
 AND SCHEDULES

PLUMBING FIXTURE SCHEDULE

SYMBOL	DESCRIPTION	W	V	CW	HW	TRAP	MANUF.	MODEL	REMARKS	FLOW RATE
WC 1	WATER CLOSET FLOOR MOUNTED FLUSH VALVE	4"	2"	1"		INT.	AMERICAN STANDARD	MADERA 2234.001 1.28 FV	VITREOUS CHINA, ELONGATED BOWL, DIRECT FED SIPHON JET ACTION, 1-1/2" TOP SPUD. SEAT: OLSONITE #95 OR CHURCH #9500C WHITE OPEN FRONT SEAT LESS COVER. FLUSH VALVE: SLOAN ROYAL OPTIMA SYSTEM NO. 111-1.28-ES-S SENSOR OPERATED EXPOSED CLOSET FLUSH VALVE, CHROME PLATED, FOR EITHER LEFT OR RIGHT HAND SUPPLY, EQUIPPED WITH SOLENOID OPERATOR, OPTIMA SENSOR (EL-150-L) AND OVER-RIDE BUTTON, (4) TAMPER PROOF SCREWS FOR EACH OF (2) OPTIMA CHROME PLATED WALL COVER PLATES. 1" I.P.S. SCREWDRIVER "BAK-CHEK" ANGLE STOP WITH PROTECTIVE CAP, ADJUSTABLE TAILPIECE, VACUUM BREAKER FLUSH CONNECTION AND SPUD COUPLING FOR 1-1/2" TOP SPUD, WALL AND FLANGES. SLOAN ROYAL NO. EL-154 TRANSFORMER RECESSED IN BOX.. SLOAN ROYAL NO. EL-226 EXTENSION NIPPLE WHERE REQUIRED.	1.28 GALLON PER FLUSH
WC 2	WATER CLOSET FLOOR MOUNTED FLUSH VALVE ADA APPROVED	4"	2"	1"		INT.	AMERICAN STANDARD	MADERA 3461.001 1.28 FV	VITREOUS CHINA, ELONGATED BOWL, DIRECT FED SIPHON JET ACTION, 1-1/2" TOP SPUD. SEAT: OLSONITE #95 OR CHURCH #9500C WHITE OPEN FRONT SEAT LESS COVER. FLUSH VALVE: SLOAN ROYAL OPTIMA SYSTEM NO. 111-1.28-ES-S SENSOR OPERATED EXPOSED CLOSET FLUSH VALVE, CHROME PLATED, FOR EITHER LEFT OR RIGHT HAND SUPPLY, EQUIPPED WITH SOLENOID OPERATOR, OPTIMA SENSOR (EL-150-L) AND OVER-RIDE BUTTON, (4) TAMPER PROOF SCREWS FOR EACH OF (2) OPTIMA CHROME PLATED WALL COVER PLATES. 1" I.P.S. SCREWDRIVER "BAK-CHEK" ANGLE STOP WITH PROTECTIVE CAP, ADJUSTABLE TAILPIECE, VACUUM BREAKER FLUSH CONNECTION AND SPUD COUPLING FOR 1-1/2" TOP SPUD, WALL AND FLANGES. SLOAN ROYAL NO. EL-154 TRANSFORMER RECESSED IN BOX.. SLOAN ROYAL NO. EL-226 EXTENSION NIPPLE WHERE REQUIRED.	1.28 GALLON PER FLUSH
L 1	LAVATORY UNDERCOUNTER ADA APPROVED	2"	2"	1/2"	1/2"	1-1/4" X 1-1/2"	AMERICAN STANDARD	AQUALYN 0495.221	VITREOUS CHINA, FRONT OVERFLOW, SELF RIMMING, 4" CENTER FAUCET HOLE. FAUCET: SLOAN ROYAL OPTIMA SYSTEM NO. ETF-80 SENSOR OPERATED FAUCET, CHROME PLATED BRASS, 24V AC WITH SENSOR INTEGRATED IN THROAT PLATE OF FAUCET FOR TWO SOLENOID OPERATION WITH 24V AC TRANSFORMER. COMPLETE WITH: 24V AC HARD WIRE TRANSFORMER RECESSED IN BOX. 1/2 GPM VANDAL PROOF AERATOR. 4" TRIM PLATE. THERMOSTATIC MIXING VALVE NO. S-135A INSULATION: INSULATE TRAP, HOT AND COLD WATER SUPPLY WITH "LAV-GAURD" PROTECTIVE COVERS MANUFACTURED BY TRUBRO INC. 1-800-340-5969.	0.20 GALLONS PER CYCLE
L 2	LAVATORY WALL HUNG ADA APPROVED	2"	2"	1/2"	1/2"	1-1/4" X 1-1/2"	AMERICAN STANDARD	LUCERN 0355.020	VITREOUS CHINA, FRONT OVERFLOW, SELF RIMMING, 4" CENTER FAUCET HOLE. FAUCET: SLOAN ROYAL OPTIMA SYSTEM NO. ETF-80 SENSOR OPERATED FAUCET, CHROME PLATED BRASS, 24V AC WITH SENSOR INTEGRATED IN THROAT PLATE OF FAUCET FOR TWO SOLENOID OPERATION WITH 24V AC TRANSFORMER. COMPLETE WITH: 24V AC HARD WIRE TRANSFORMER RECESSED IN BOX. 1/2 GPM VANDAL PROOF AERATOR. 4" TRIM PLATE. THERMOSTATIC MIXING VALVE NO. S-135A INSULATION: INSULATE TRAP, HOT AND COLD WATER SUPPLY WITH "LAV-GAURD" PROTECTIVE COVERS MANUFACTURED BY TRUBRO INC. 1-800-340-5969.	
UR 1	URINAL WALL HUNG ADA APPROVED	2"	2"	1"		INT.	AMERICAN STANDARD	FLOWISE WASHBROOK 6590.001	FLUSH VALVE: SLOAN ROYAL OPTIMA SYSTEM NO. 186-0.125 ES-S SENSOR OPERATED EXPOSED URINAL FLUSH VALVE, CHROME PLATED, FOR EITHER LEFT OR RIGHT HAND SUPPLY, EQUIPPED WITH SOLENOID OPERATOR, OPTIMA SENSOR (EL-150-L) AND OVER-RIDE BUTTON, (4) TAMPER PROOF SCREWS AND CHROME PLATED WALL COVER PLATES. 3/4" I.P.S. SCREWDRIVER "BAK-CHEK" ANGEL STOPS WITH PROTECTIVE CAP, ADJUSTABLE TAILPIECE, VACUUM BREAKER FLUSH CONNECTION AND SPUD COUPLING FOR 3/4" TOP SPUD, WALL AND SPUD FLANGES. SLOAN ROYAL NO. EL-154 TRANSFORMER RECESSED IN BOX.. SLOAN ROYAL NO. EL-226 EXTENSION NIPPLE WHERE REQUIRED. CARRIER: J.R.SMITH NO. 644 OR EQUAL BY ZURN.	0.125 GALLONS PER FLUSH
TP 1	TRAP PRIMER			1/2"			MIFAB	M-500	RUN 1/2" COLD WATER TO FLOOR DRAIN TRAP.	-
WHA 1	WATER HAMMER ARRESTER			1"			PRECISION PLUMBING PRODUCT	SWT SERIES	PROVIDE ACCESS PANEL	-
FD 1	FLOOR DRAIN	2"	2"			2"	J.R.SMITH	2005-ABP	DUCO CAST IRON BODY FLASHING COLLAR, NICKEL BRONZE TOP WITH TRAP PRIMER CONNECTION.	-

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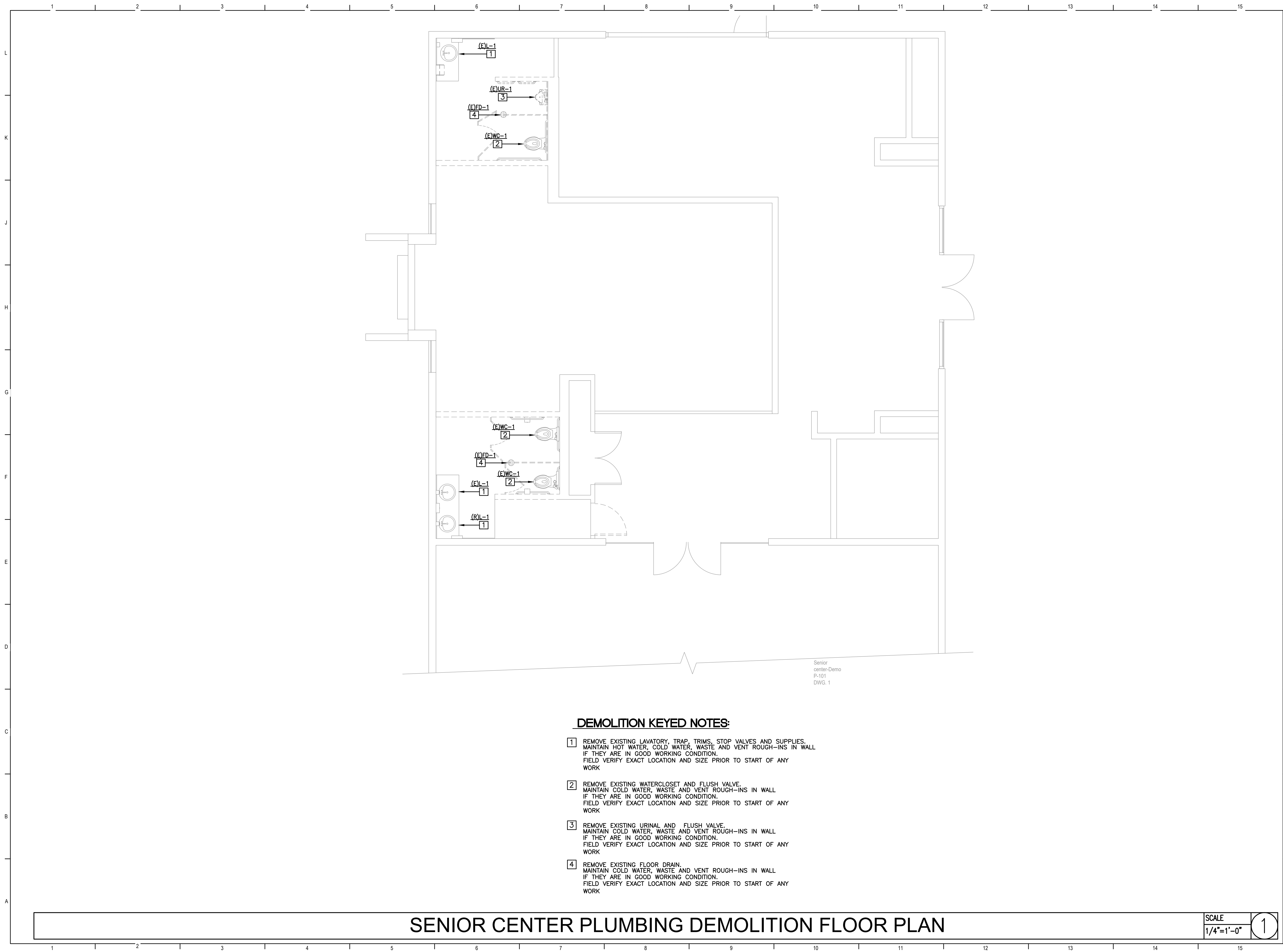
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PLUMBING FIXTURE AND EQUIPMENT SCHEDULES

P-1.2



DEMOLITION KEYED NOTES:

- 1 REMOVE EXISTING LAVATORY, TRAP, TRIMS, STOP VALVES AND SUPPLIES. MAINTAIN HOT WATER, COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 2 REMOVE EXISTING WATERCLOSET AND FLUSH VALVE. MAINTAIN COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 3 REMOVE EXISTING URINAL AND FLUSH VALVE. MAINTAIN COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 4 REMOVE EXISTING FLOOR DRAIN. MAINTAIN COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK

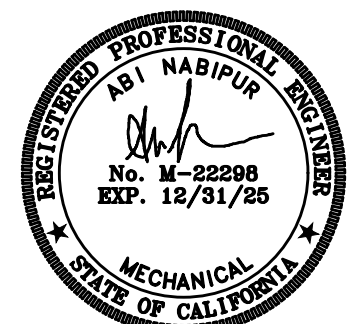
SENIOR CENTER PLUMBING DEMOLITION FLOOR PLAN

SCALE
1/4"=1'-0"

1

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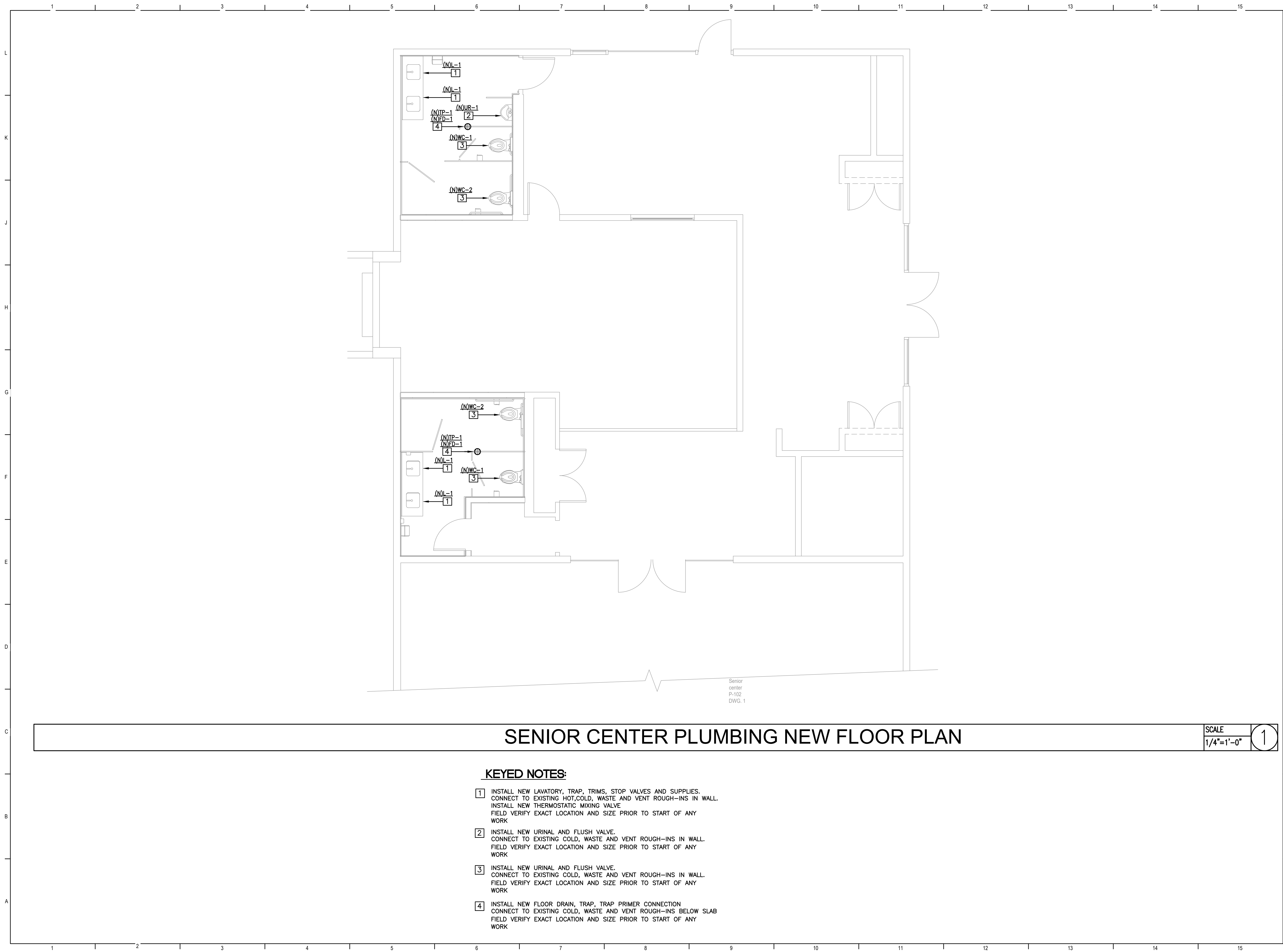
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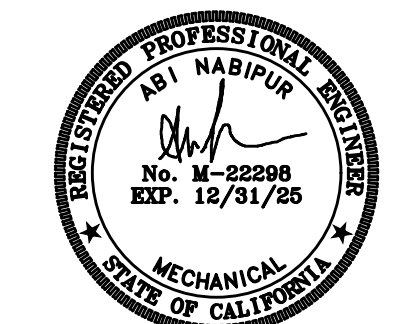
**SENIOR CENTER
PLUMBING DEMOLITION
FLOOR PLAN**

P-201



- KEYED NOTES:**
- 1 INSTALL NEW LAVATORY, TRAP, TRIMS, STOP VALVES AND SUPPLIES. CONNECT TO EXISTING HOT,COLD, WASTE AND VENT ROUGH-INS IN WALL. INSTALL NEW THERMOSTATIC MIXING VALVE. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
 - 2 INSTALL NEW URINAL AND FLUSH VALVE. CONNECT TO EXISTING COLD, WASTE AND VENT ROUGH-INS IN WALL. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
 - 3 INSTALL NEW URINAL AND FLUSH VALVE. CONNECT TO EXISTING COLD, WASTE AND VENT ROUGH-INS IN WALL. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
 - 4 INSTALL NEW FLOOR DRAIN, TRAP, TRAP PRIMER CONNECTION. CONNECT TO EXISTING COLD, WASTE AND VENT ROUGH-INS BELOW SLAB. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK

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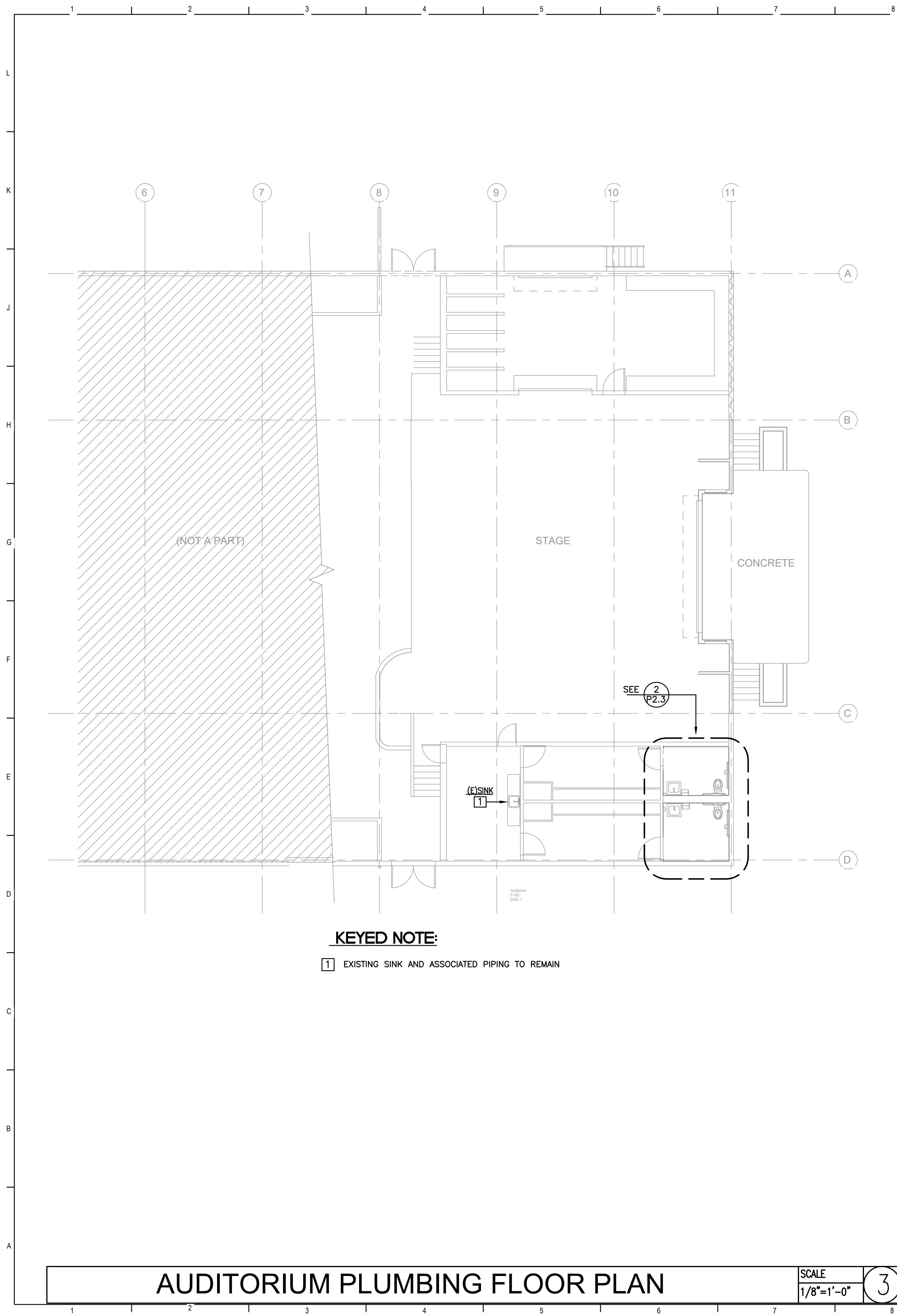
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SENIOR CENTER
 PLUMBING NEW
 FLOOR PLAN

P-2.2

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Senior
 center
 P-102
 DWG. 1

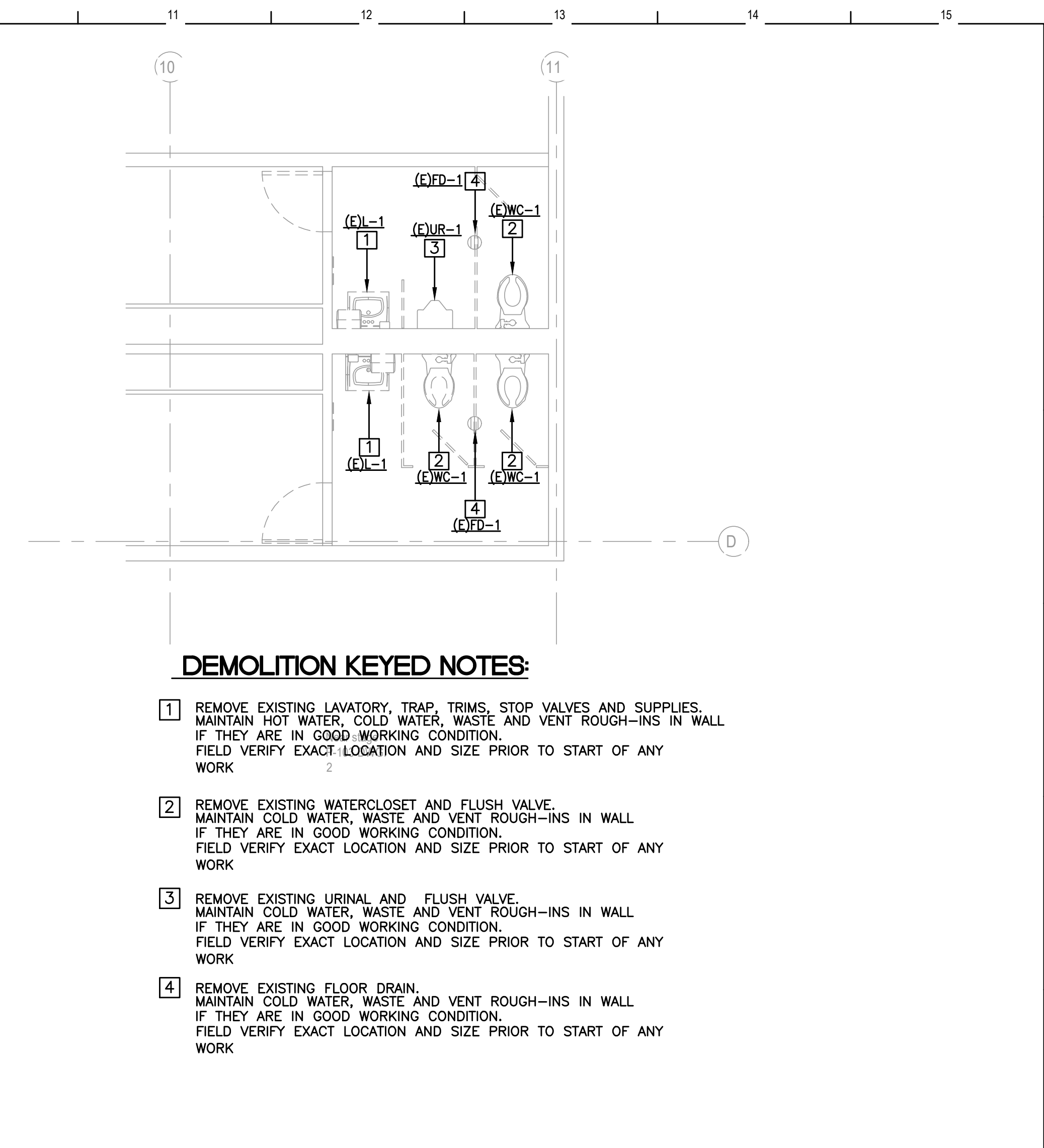


KEYED NOTE:

- 1 EXISTING SINK AND ASSOCIATED PIPING TO REMAIN

AUDITORIUM PLUMBING FLOOR PLAN

SCALE
1/8"=1'-0" 3

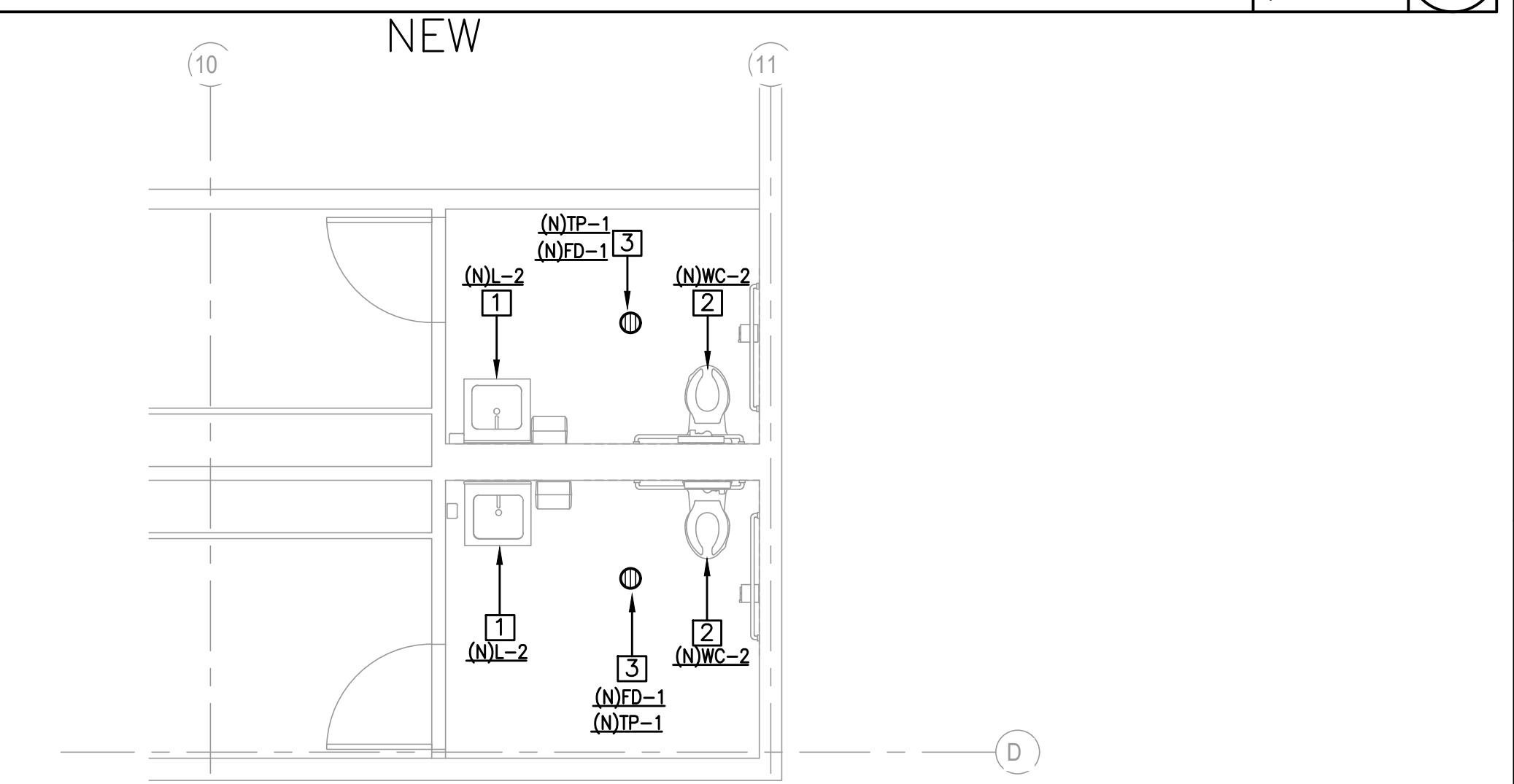


DEMOLITION KEYED NOTES:

- 1 REMOVE EXISTING LAVATORY, TRAP, TRIMS, STOP VALVES AND SUPPLIES. MAINTAIN HOT WATER, COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 2 REMOVE EXISTING WATERCLOSET AND FLUSH VALVE. MAINTAIN COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 3 REMOVE EXISTING URINAL AND FLUSH VALVE. MAINTAIN COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 4 REMOVE EXISTING FLOOR DRAIN. MAINTAIN COLD WATER, WASTE AND VENT ROUGH-INS IN WALL IF THEY ARE IN GOOD WORKING CONDITION. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK

NEAR STAGE PLUMBING DEMOLITION FLOOR PLAN

SCALE
1/4"=1'-0" 1



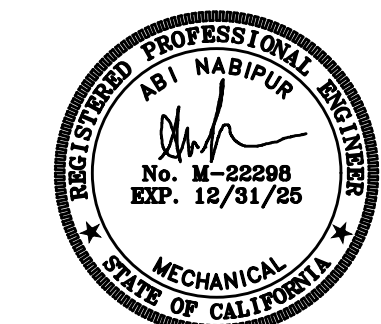
KEYED NOTES:

- 1 INSTALL NEW LAVATORY, TRAP, TRIMS, STOP VALVES AND SUPPLIES. CONNECT TO EXISTING HOT, COLD, WASTE AND VENT ROUGH-INS IN WALL. INSTALL NEW THERMOSTATIC MIXING VALVE. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 2 INSTALL NEW WATERCLOSET AND FLUSH VALVE. CONNECT TO EXISTING COLD, WASTE AND VENT ROUGH-INS IN WALL. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK
- 3 INSTALL NEW FLOOR DRAIN, TRAP, TRAP PRIMER CONNECTION. CONNECT TO EXISTING COLD, WASTE AND VENT ROUGH-INS BELOW SLAB. FIELD VERIFY EXACT LOCATION AND SIZE PRIOR TO START OF ANY WORK

NEAR STAGE PLUMBING NEW FLOOR PLAN

SCALE
1/4"=1'-0" 2

LAUTERBACH & ASSOCIATES
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PVRPD AUDITORIUM RENOVATION
1605 BURNLEY ST.
CAMARILLO, CA 93010

1605 BURNLEY ST.
CAMARILLO, CA 93010

05-07-2024

JOB NO.
DRAWN BY:
CHECKED BY:
PROJECT MANAGER:
PRINT DATE:

AUDITORIUM PLUMBING DEMO AND NEW PLANS

P-2.3

LED FIXTURE SCHEDULE							
		LED MODULE					
TYPE	MANUFACTURER AND CATALOG NUMBER	TYPE	COLOR TEMP	WATTS	DRIVER	OPTIC/LENS	REMARKS
A 10	LITHONIA LDN4 30K/10 L04 AR LD TRW MVOLT GZ10		3000K	10	0-10V	DIFFUSE	4" DOWNLIGHT
B 76	MARK S4 SD 8FT MSL8 80CRI 30K 1000LMF SCT NO DIM DRP1 MVOLT WHTT		3000K	76	0-10V	DIFFUSE	8 FT S/M
C 24	TECH 700BC BAS 24S 927 LED		2700K	24	ELV	DIFFUSE	VANITY LIGHT
D 20	JUNO JSF 13IN 18LM 27K 90CRI 120FRPC WH		2700K	20	FRPC	DIFFUSE	SLIM SURFACE
EM 6	ISOLITE BUG 6 WH		4000K	6	NICAD BATTERY	PRISMATIC	EM LIGHT

(N) PANEL SCHEDULE "G"												
SERVICE: 120/208V 3Ø 4W WESTINGHOUSE NQD			MAIN BKR: 225A-3P				BUS: 225A			LOC: SEE PLAN MTG: SURFACE		
REMARKS	LOAD			R E C E P T A C L E	L I N E	M I S C	P R I M A R Y	T E M P O R A R Y	C O N D I T I O N I N G	C O N D I T I O N I N G	P R I M A R Y	REMARKS
	ΦA	ΦB	ΦC									
RECEPTACLES												RECEPTACLES
-												-
ENTRY												-
-												-
FIREPLACE												-
RESTROOM												-
MEETING ROOM												EF #2
-												EF #1
RESTROOM POOL												-
SKYLIGHT OFFICES												-
EXTERIOR SOFFIT												-
NIGHT LIGHT												-
CONTRACTOR												TIME CLOCK
LIGHTS												SPACE
-												WATER HEATER
STOVE												FAU
-												FAU
EXIT LIGHTS												-
SHOWN FOR REFERENCE - NO NEW LOADS												
MINIMUM BKR A.I.C. RATING= 10,000 AMPS SYM												

(E) PANEL SCHEDULE "C"												
SERVICE: 120/208V 3Ø 4W WESTINGHOUSE NQD PANELBOARD			MAIN BKR: MLO				BUS: 225A			LOC: SEE PLAN MTG: FLUSH		
REMARKS	LOAD			R E C E P T A C L E	L I N E	M I S C	P R I M A R Y	T E M P O R A R Y	C O N D I T I O N I N G	C O N D I T I O N I N G	P R I M A R Y	REMARKS
	ΦA	ΦB	ΦC									
STAGE LIGHTS												RECEPTACLE
-												-
SHOP LIGHTS												HEATER
-												RECEPTACLE
DRESSING LIGHTS												-
-												-
RECEPTACLES - EXT												-
EXT LIGHTS												-
RESTROOM REC												AMPITHEATER REC
EF-1												-
SOUND PANEL												STAGE REC
PROJ SCREEN												-
CURTAIN MOTOR												-
FIRE RISER												-
SPACE												SPACE
-												-
SPACE												SPACE
AMP= 3 AMPS ADDED LOAD												
MINIMUM BKR A.I.C. RATING= 10,000 AMPS SYM												

GENERAL NOTES

- VISIT JOB SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BID.
- THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE 2022 CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES. WHERE PLANS CALL FOR A HIGHER STANDARD THAN APPLICABLE CODES, THE PLANS SHALL GOVERN.
- CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD TO SUIT FIELD CONDITIONS.
- ALL ELECTRICAL EQUIPMENT, APPLIANCES AND LIGHTING FIXTURES SHALL BE LISTED BY A RECOGNIZED TEST LAB AND BEAR THAT LABEL OF APPROVAL.
- CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
- FURNISH DISCONNECT SWITCHES AT REMOTE MOTORS.
- ALL SPACES AS INDICATED ON PANELS OR SWITCHBOARDS SHALL BE COMPLETE WITH HARDWARE AND BUSSING FOR FUTURE BREAKER OR SWITCH.
- CHECK ARCHITECTURAL PLANS FOR DOOR SWINGS BEFORE INSTALLING SWITCH OUTLETS.
- GROUNDING AND BONDING SHALL BE PER CODE PLUS ANY ADDITIONAL PROVISIONS SPECIFIED OR SHOWN ON DRAWINGS.
- ALL CONDUIT RUNS SHALL CONTAIN A CODE SIZED GREEN GROUND WIRE.
- THESE PLANS ARE NOT COMPLETE UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- ALL CONDUCTORS SHALL BE IN CONDUIT.
- ALL CONDUCTORS SHALL BE COPPER WITH TYPE THHN/THWN INSULATION.
- COORDINATE WITH SERVING ELECTRICAL UTILITY COMPANY AND MAKE PROVISIONS FOR ELECTRICAL SERVICE ACCORDINGLY. INCLUDE ALL SERVICE COSTS AND UTILITY COMPANY CHARGES IN BID.
- COORDINATE WITH SERVING TELEPHONE UTILITY COMPANY AND MAKE PROVISIONS FOR TELEPHONE SERVICE ACCORDINGLY. INCLUDE ALL SERVICE COSTS AND ANY UTILITY COMPANY CHARGES IN BID.
- COORDINATE WITH SERVING CABLE TELEVISION COMPANY AND MAKE PROVISIONS FOR CABLE TELEVISION ACCORDINGLY. INCLUDE ALL SERVICE COSTS AND ANY UTILITY COMPANY CHARGES IN BID.
- ALL PERMITS SHALL BE OBTAINED AND PAID FOR BY CONTRACTOR.

ACCESSIBILITY NOTES

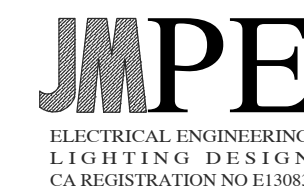
Installation of switches, outlets and controls to reflect the accessibility requirements of the 2013 accessibility codes

- CBC 11B-308.1.1 Electrical controls and switches intended to be used by the occupant of a room or area shall be located within the allowable reach ranges. Low reach shall be measured from the bottom of the outlet box and high reach is measured to the top of the outlet box.
- CBC 11B-308.1.2 Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located in the allowable reach range. Low reach shall be measured from the bottom of the outlet box and high reach is measured to the top of the outlet box.
- CBC 11B-308.2.1 High forward reach that is unobstructed shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above finish floor or ground.
- CBC 11B-308.2 Forward Reach Obstructed - Electrical receptacle outlets shall be located no more than 44 inches measured from the top of the receptacle outlet box when the obstruction is over 20" and does not exceed 25". When the depth is less than 20" height can be increased to 48". (desk counters)
- CBC 11B-308.3 Side Reach Obstructed - Electrical receptacle outlets shall be located no more than 46 inches measured from the top of the receptacle outlet box when the obstruction is over 10" and does not exceed 24". When the depth is less than 10" height can be increased to 48".
- Overhang light fixtures or wall fixtures projecting more than 4" from the wall surface shall be a minimum of 80" above the walking surface.

SYMBOLS

- CONDUIT EXISTING
- CONDUIT CONCEALED IN WALL OR CEILING
- CONDUIT CONCEALED UNDER FLOOR OR BELOW GRADE
- CONDUIT TUBBED OUT AND CAPPED
- CONDUIT TURNED UP
- CONDUIT TURNED DOWN
- HATCH MARKS INDICATE NO. OF #12 WIRES IN CODE SIZED CONDUIT (3) MAX. IN 1/2" C., (5) MAX. IN 3/4" C., (8) MAX. IN 1". NO MARKS = 2#12
- HOME RUN: LETTER INDICATES PANEL, NUMBER(S) INDICATES CIRCUIT(S).
- SAWCUT
- GROUND CONNECTION
- DISTRIBUTION SWITCHBOARD OR PANEL
- PANEL, BRANCH CIRCUIT TYPE, SURFACE AND FLUSH SIGNAL TERMINAL CABINET, SURFACE & FLUSH
- LINEAR SURFACE FIXTURE
- OUTLET DATA: BAR INDICATES WALL MOUNT, LETTER INDICATES SWITCH CONTROL, NO. INDICATES CIRCUIT.
- SURFACE FIXTURE ON FLUSH OUTLET.
- RECESSED FIXTURE WITH JUNCTION BOX FOR THRU WIRING
- EXIT LIGHT WITH ARROWS AS SHOWN ON PLANS, WALL AND CEILING MOUNT.
- LOW LEVEL EXIT SIGN, +6" AFF, +4" FROM DOOR JAMB
- LIGHT FIXTURE DESIGNATION, LETTER INDICATES TYPE, NO. INDICATES WATTAGE. SEE FIXTURE SCHEDULE.
- MECHANICAL EQUIPMENT DESIGNATION. SEE MECHANICAL DRAWINGS.
- SPECIAL RECEPTACLE - SEE PLAN
- METER
- FLUSH FLOOR RECEPTACLE
- RECEPTACLE, DUPLEX, 15A, 125V, NEMA 5-15R +18" U.N.O.
- DUPLEX RECEPTACLE MTD. ABOVE BACKSPASH
- DUPLEX RECEPTACLE W/LOWER HALF SWITCHED
- GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE
- DOUBLE DUPLEX RECEPTACLE
- CEILING RECEPTACLE
- RECEPTACLE, DUPLEX, 20A, 125V, NEMA 5-20R +18" U.N.O.
- JUNCTION BOX 4" SQUARE, 1-1/2" DEEP U.N.O.
- THERMOSTAT F.B.O. +48"
- MOTOR, NO. INDICATES HORSEPOWER
- CLOCK OUTLET +7-6" U.N.O.
- DISCONNECT SWITCH, NON-FUSED
- DISCONNECT SWITCH FUSED HORSEPOWER RATED OR SIZED AS NOTED
- COMBINATION MAGNETIC STARTER WITH DISCONNECT SWITCH AND FUSES
- MAGNETIC MOTOR STARTER W/OVERLOADS IN EACH PHASE
- DIMMER W/INTEGRAL "ON-OFF" SW.
- PUSHBUTTON
- PHOTOCELL
- SMOKE DETECTOR
- TELEPHONE/COMPUTER/DATA OUTLET, TWO GANG BOX W/1 GANG COVERPLATE & GROMMETTED OPENING +18" U.N.O.
- CABLE TV OUTLET +18" U.N.O.
- MOTION SENSOR
- EXISTING SWITCH
- SINGLE POLE SWITCH
- DOUBLE POLE SWITCH
- THREE WAY SWITCH
- SWITCH W/PILOT LT.
- MANUAL MOTOR STARTER
- FIRE ALARM CONTROL PANEL
- GROUND FAULT CIRCUIT INTERRUPTING
- LABOR SAVING TANDEM
- MAIN LUGS ONLY
- WITH CONDUIT ONLY
- WEATHERPROOF
- FURNISHED BY OTHERS, INSTALL & CONNECT
- UNLESS NOTED OTHERWISE
- NATIONAL ELECTRICAL CODE
- NOT IN CONTRACT
- EXISTING
- NEW
- REMOVE
- RELOCATE
- SURFACE MOUNT
- UNDERGROUND
- COLD WATER PIPE
- ABOVE FINISHED FLOOR
- HEATING AND AIR CONDITIONING RATED CIRCUIT BREAKER
- NIGHT LIGHT

NOTE: NOT ALL SYMBOLS SHOWN ARE USED ON THIS PROJECT.



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CIRCUIT BREAKER
24241

LAUTERBACH & ASSOCIATES
ARCHITECTS - INC.

David C. Kesterson, Architect - Mark S. Pettit, Architect
Everett F. Scofield, Architect - Loren B. Evans, Architect

300 Montgomery Avenue Suite C, Oxnard, California 93036 | 805-986-0912 | www.la-arch.com



PVRPD AUDITORIUM RENOVATION

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CAMARILLO, CA 93010

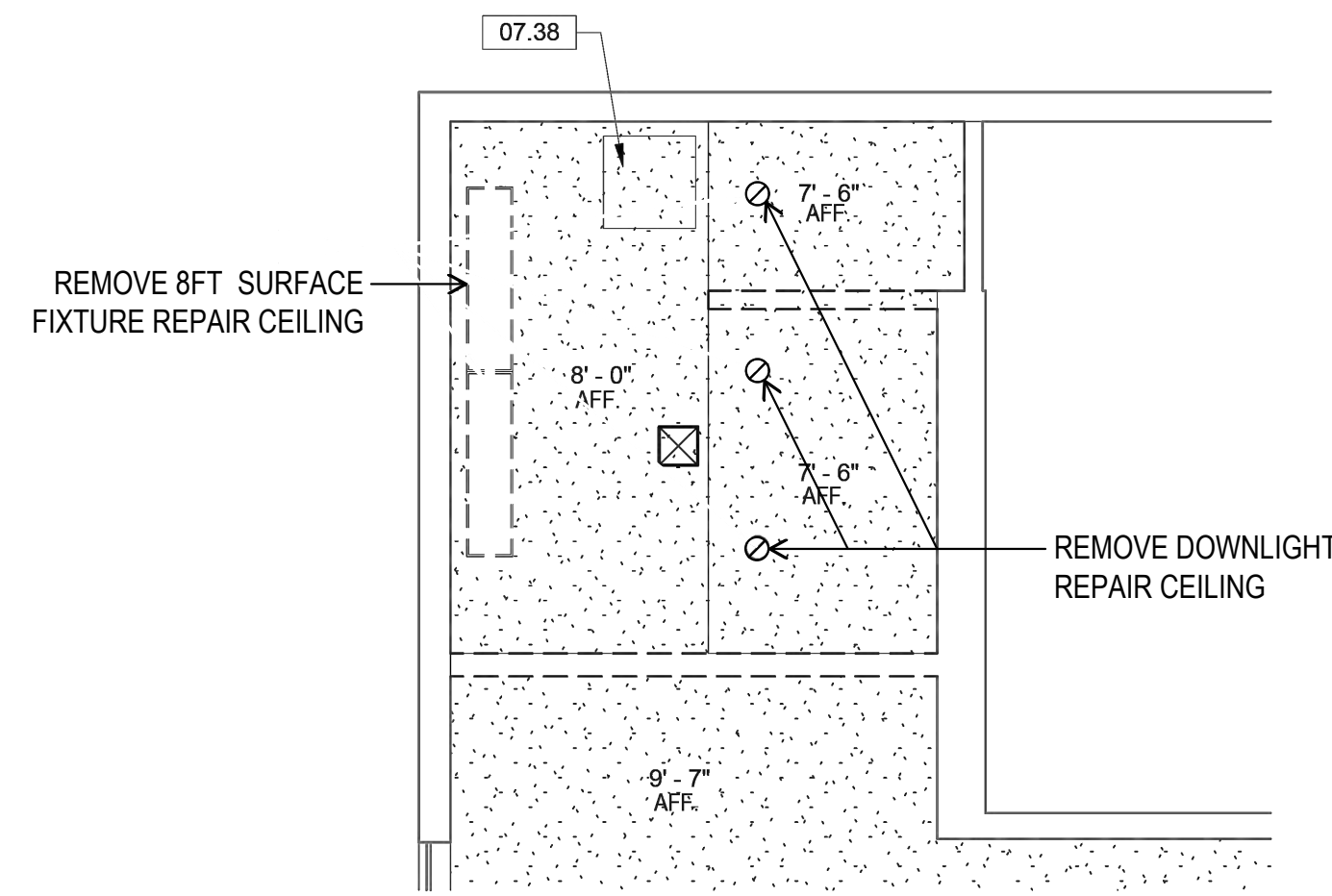
1605 BURNLEY ST.
CAMARILLO, CA 93010

FIRST PLAN CHECK SUBMITTAL Issue Date

NO	DESCRIPTION	DATE
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JOB NO.	Project Number	
DRAWN BY:	Author	
CHECKED BY:	Checker	
PROJECT MANAGER:	Approver	
PRINT DATE:	4/5/2024 10:51:52 AM	

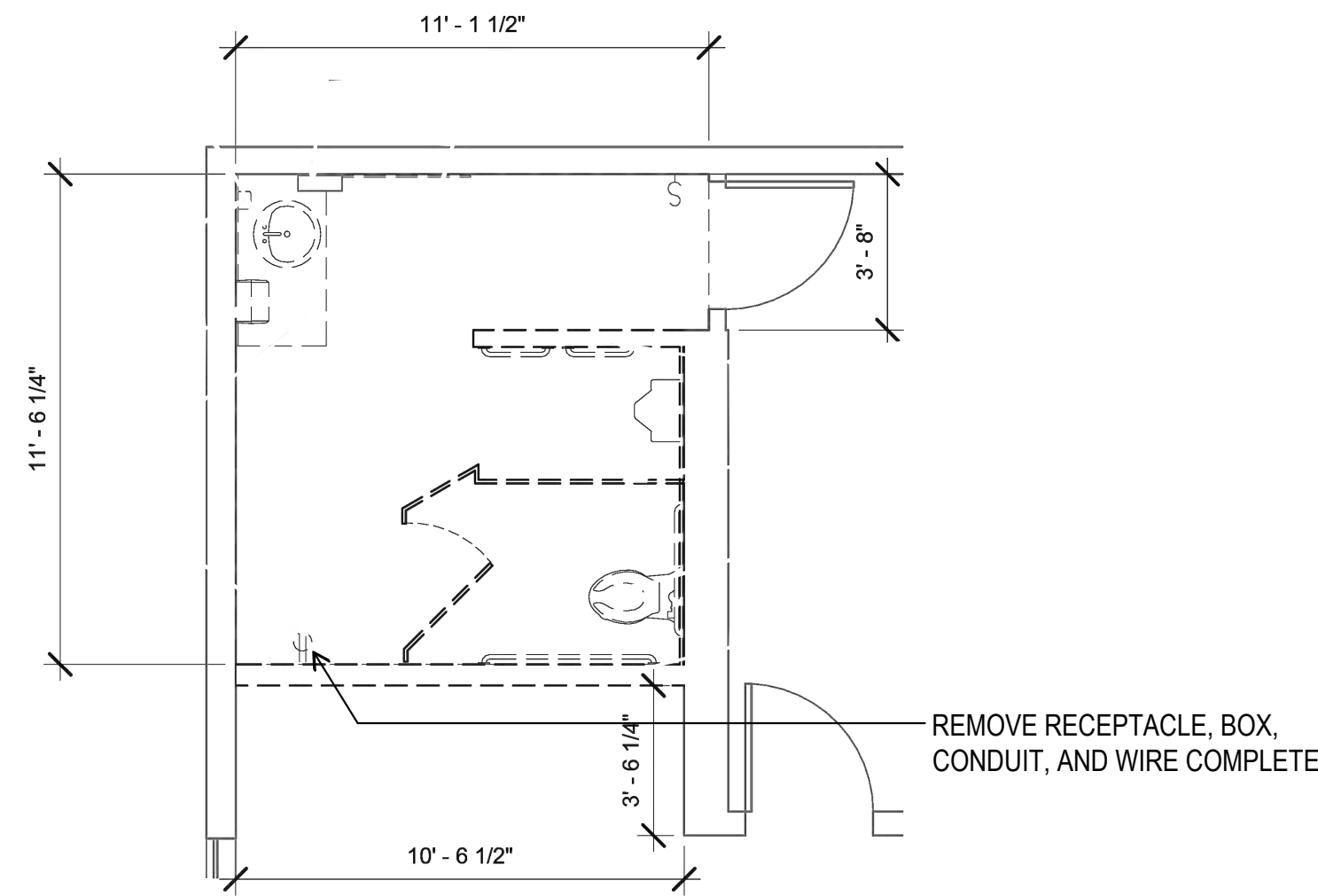
GENERAL NOTES AND SYMBOLS

E-100



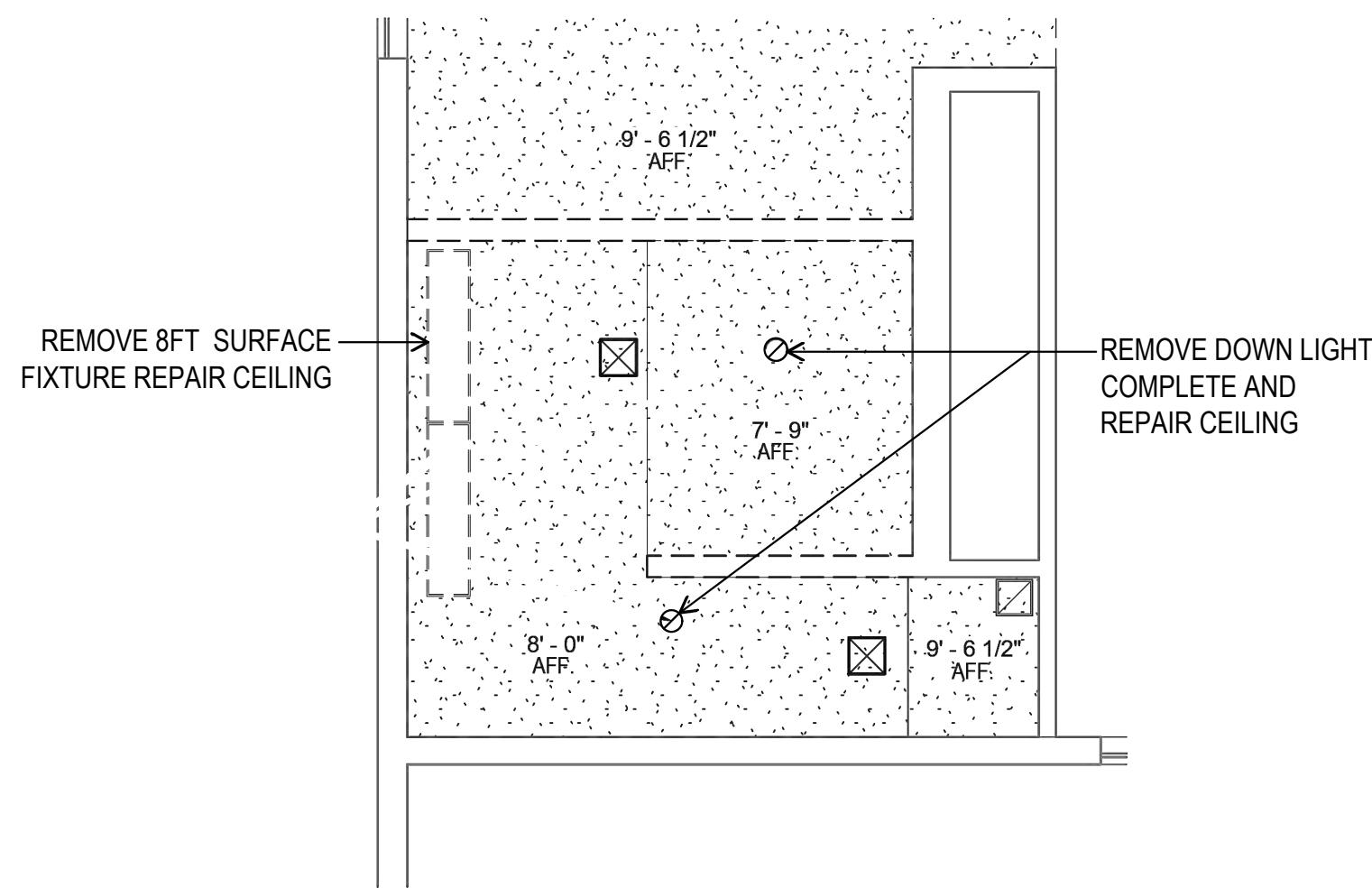
SENIOR CENTER - MENS RESTROOM LIGHTING DEMOLITION PLAN
SCALE: 1/4"=1'-0"

D
E-101



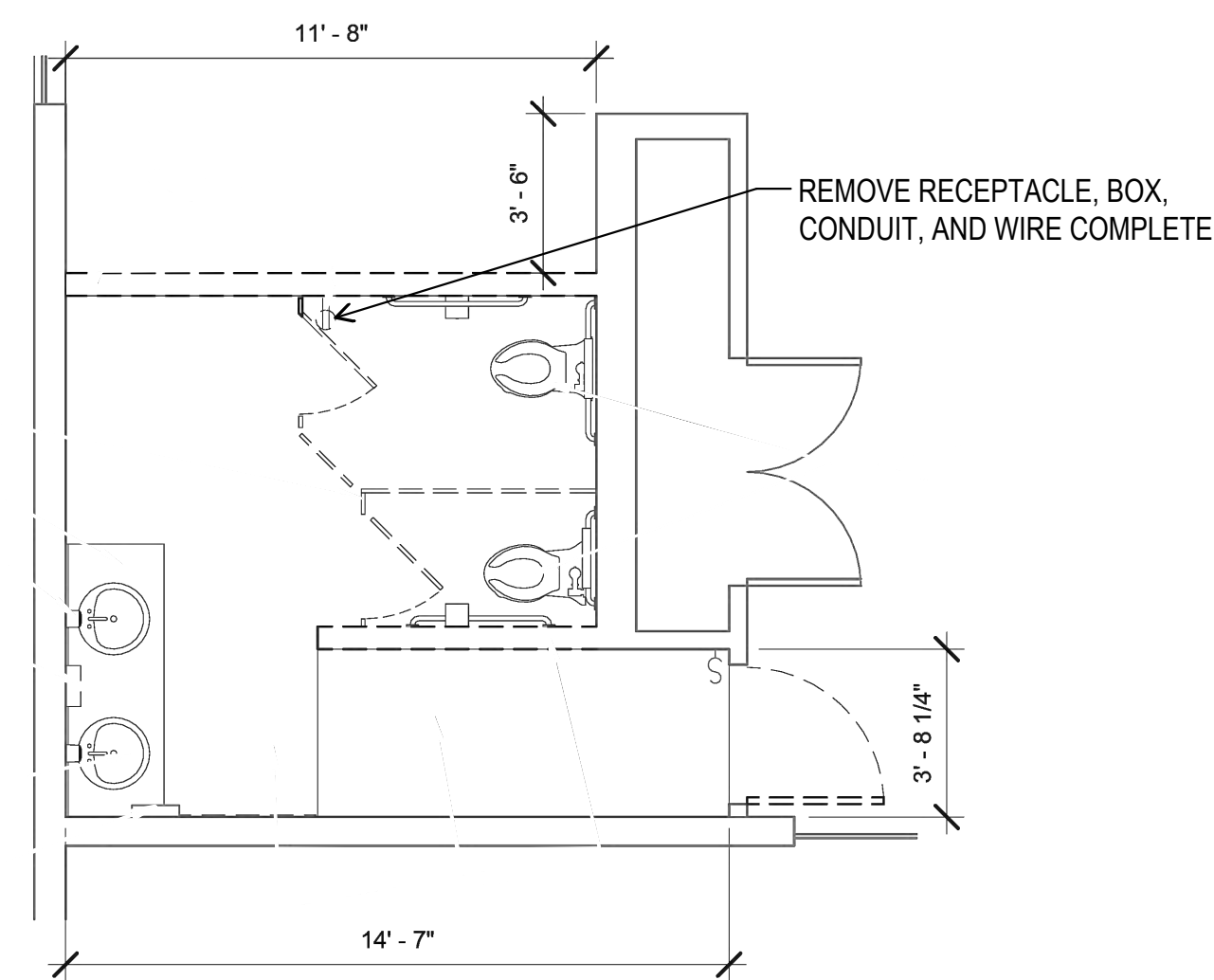
SENIOR CENTER - MENS RESTROOM ELECTRICAL DEMOLITION PLAN
SCALE: 1/4"=1'-0"

C
E-101



SENIOR CENTER - WOMENS RESTROOM LIGHTING DEMOLITION
SCALE: 1/4"=1'-0"

B
E-101



SENIOR CENTER - WOMENS RESTROOM ELECTRICAL DEMOLITION PLAN
SCALE: 1/4"=1'-0"

A
E-101

LEGEND	
	RECESSED CAN LIGHTING
	SQUARE LIGHT FIXTURE
	AIR VENT
	LIGHT FIXTURE
	FIRE SPRINKLER



PVRPD AUDITORIUM RENOVATION
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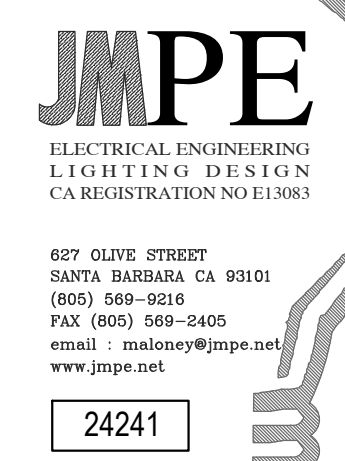
NO	DESCRIPTION	DATE

JOB NO.	Project Number

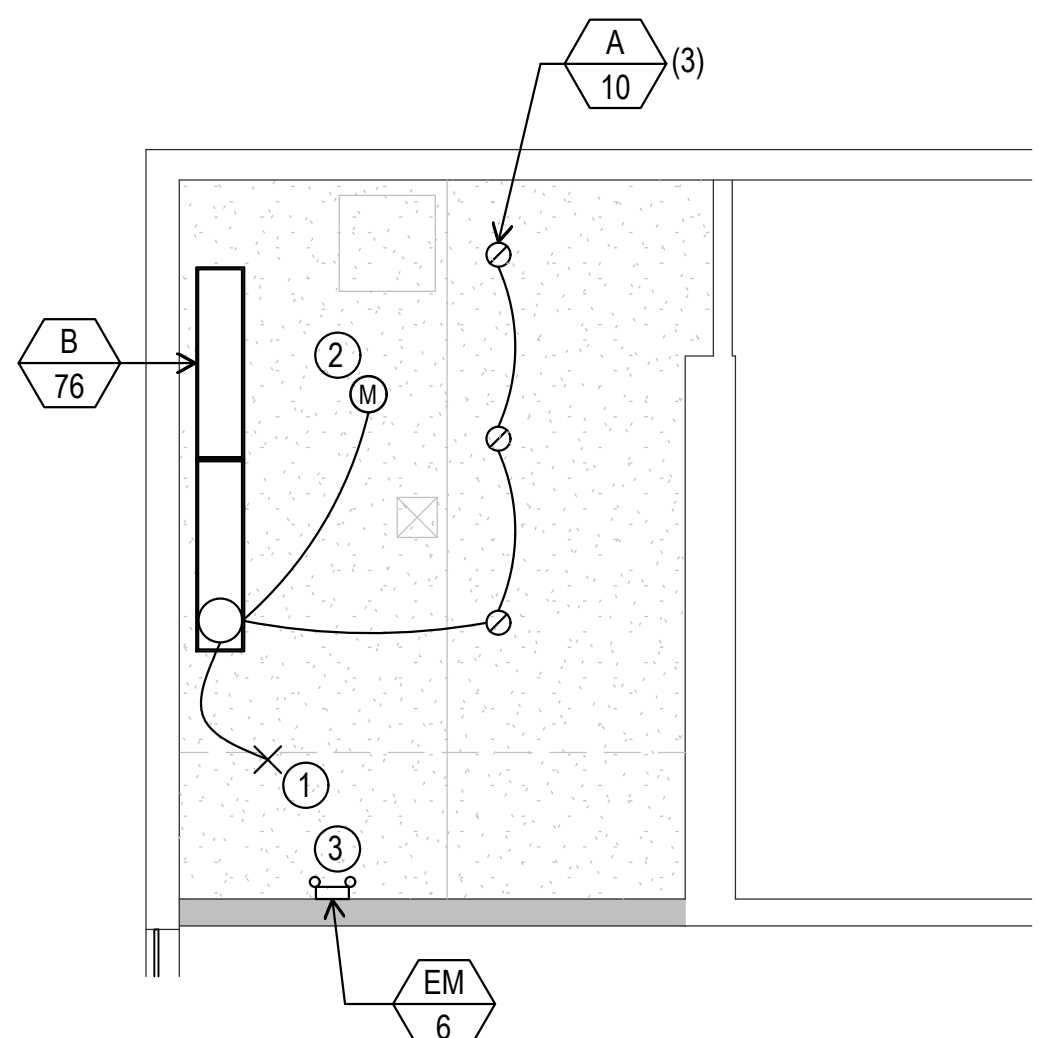
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 CHECKED BY: _____ Checker
 PROJECT MANAGER: _____ Approver
 PRINT DATE: 4/5/2024 10:51:52 AM

SENIOR CENTER DEMOLITION PLANS

E-101



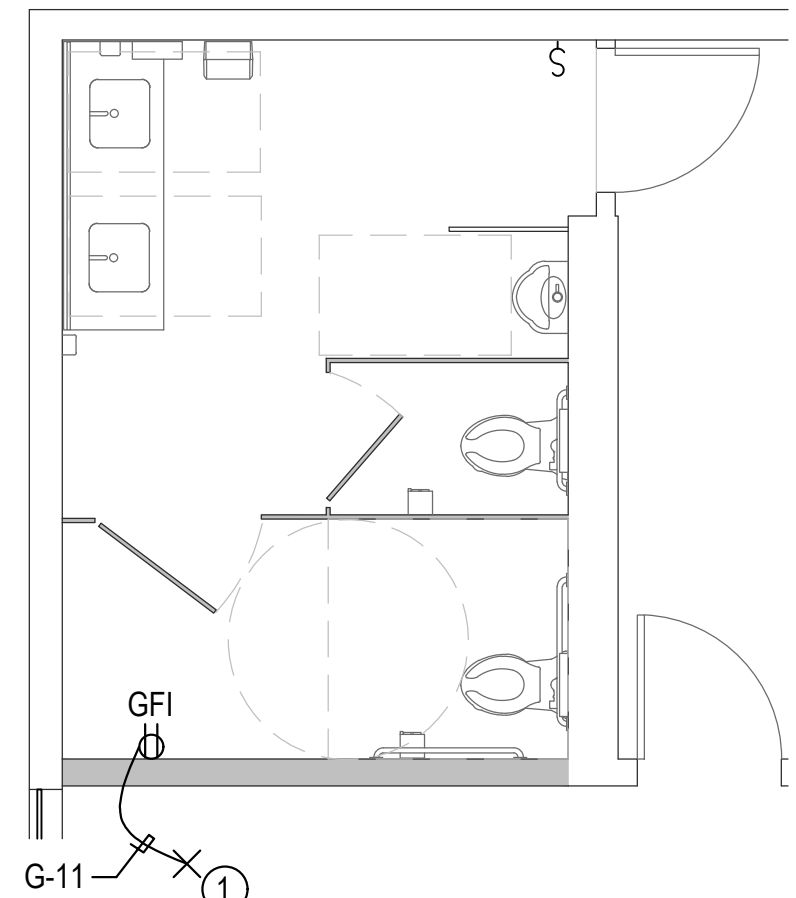
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SENIOR CENTER - MENS RESTROOM LIGHTING PLAN

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

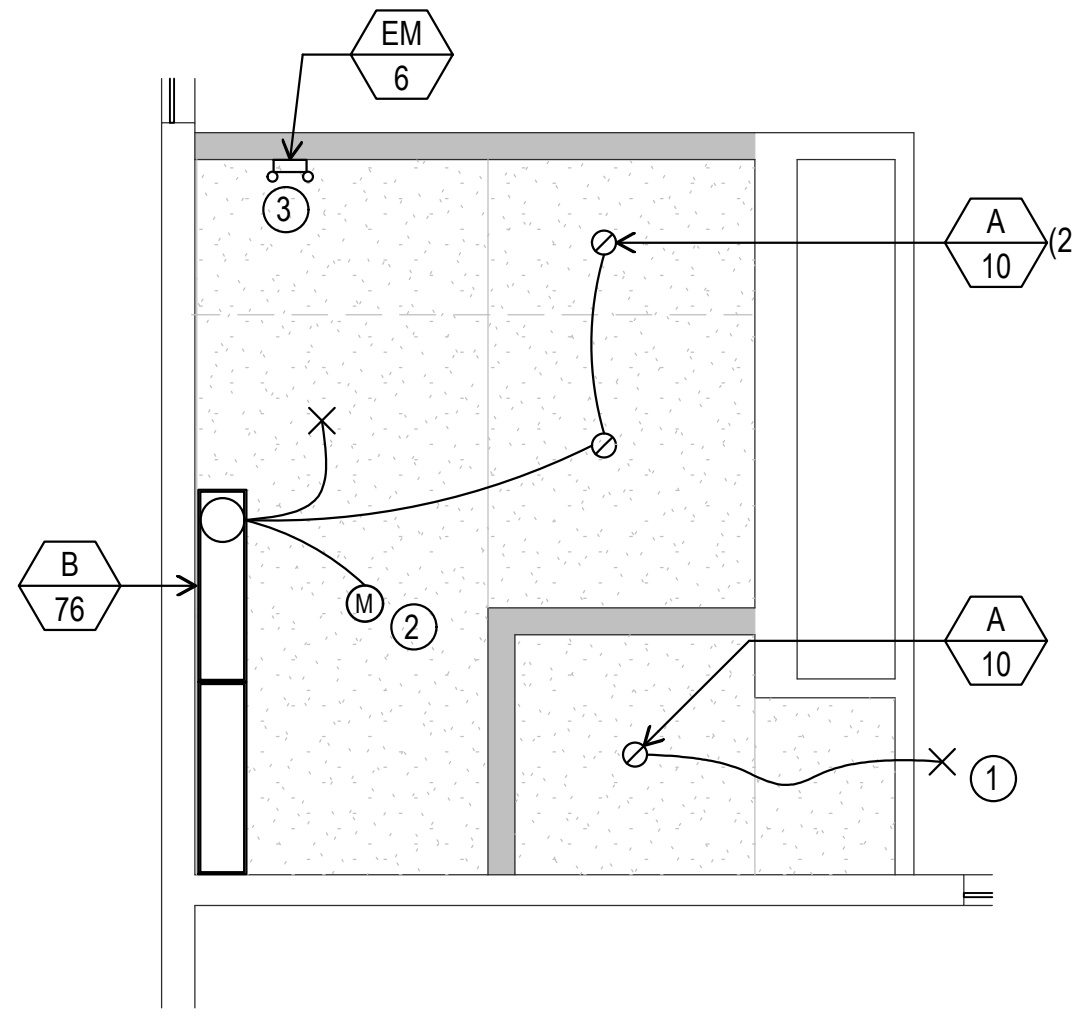
D
E-102



SENIOR CENTER - MENS RESTROOM POWER PLAN

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

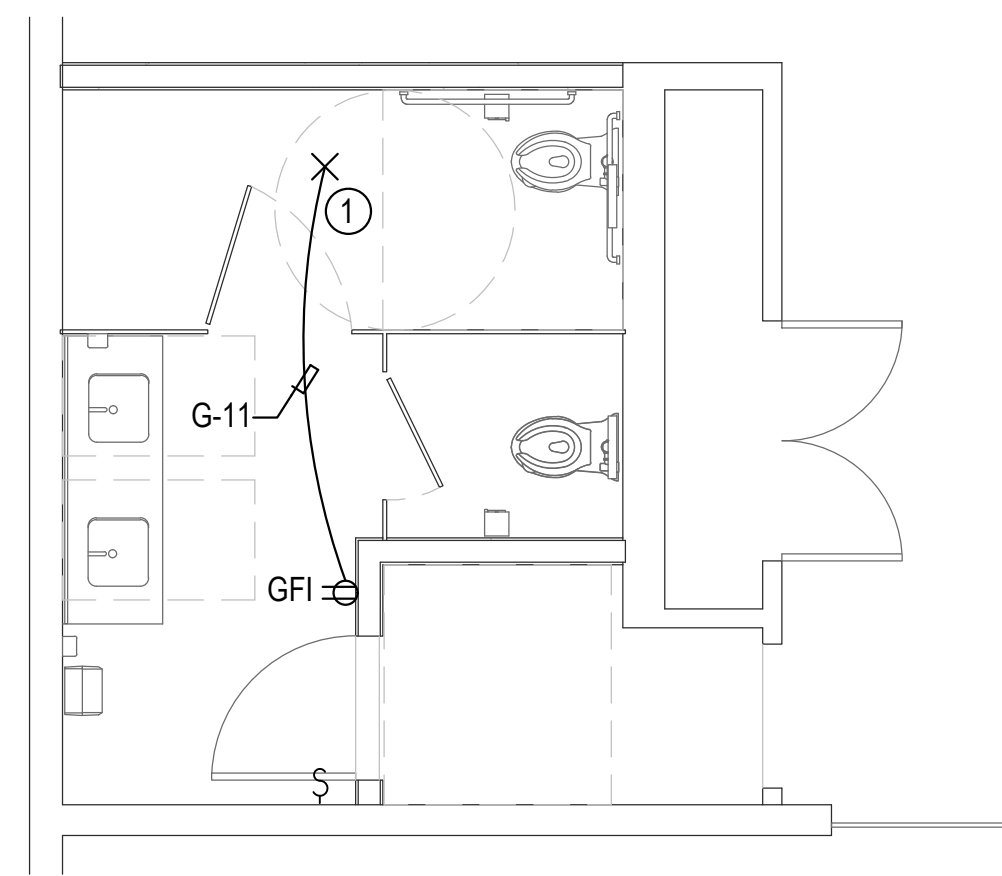
C
E-102



SENIOR CENTER - WOMENS RESTROOMS CEILING PLAN

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

B
E-102



SENIOR CENTER - WOMENS RESTROOM POWER PLAN

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

A
E-102

LEGEND

- RECESSED CAN LIGHTING
- SQUARE LIGHT FIXTURE
- ⊗ AIR VENT
- ⊕ LIGHT FIXTURE
- * FIRE SPRINKLER

ELECTRICAL NOTES

- ① CONNECT TO EXISTING CIRCUIT.
- ② SENSOR SWITCH #CMR9-PDT
- ③ CONNECT TO RECEPTACLE CIRCUIT.

JMPE
 ELECTRICAL ENGINEERING
 LIGHTING DESIGN
 CA REGISTRATION NO. E113083

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NO	DESCRIPTION	DATE
ISSUE		

JOB NO. _____ Project Number _____

DRAWN BY: _____ Author

CHECKED BY: _____ Checker

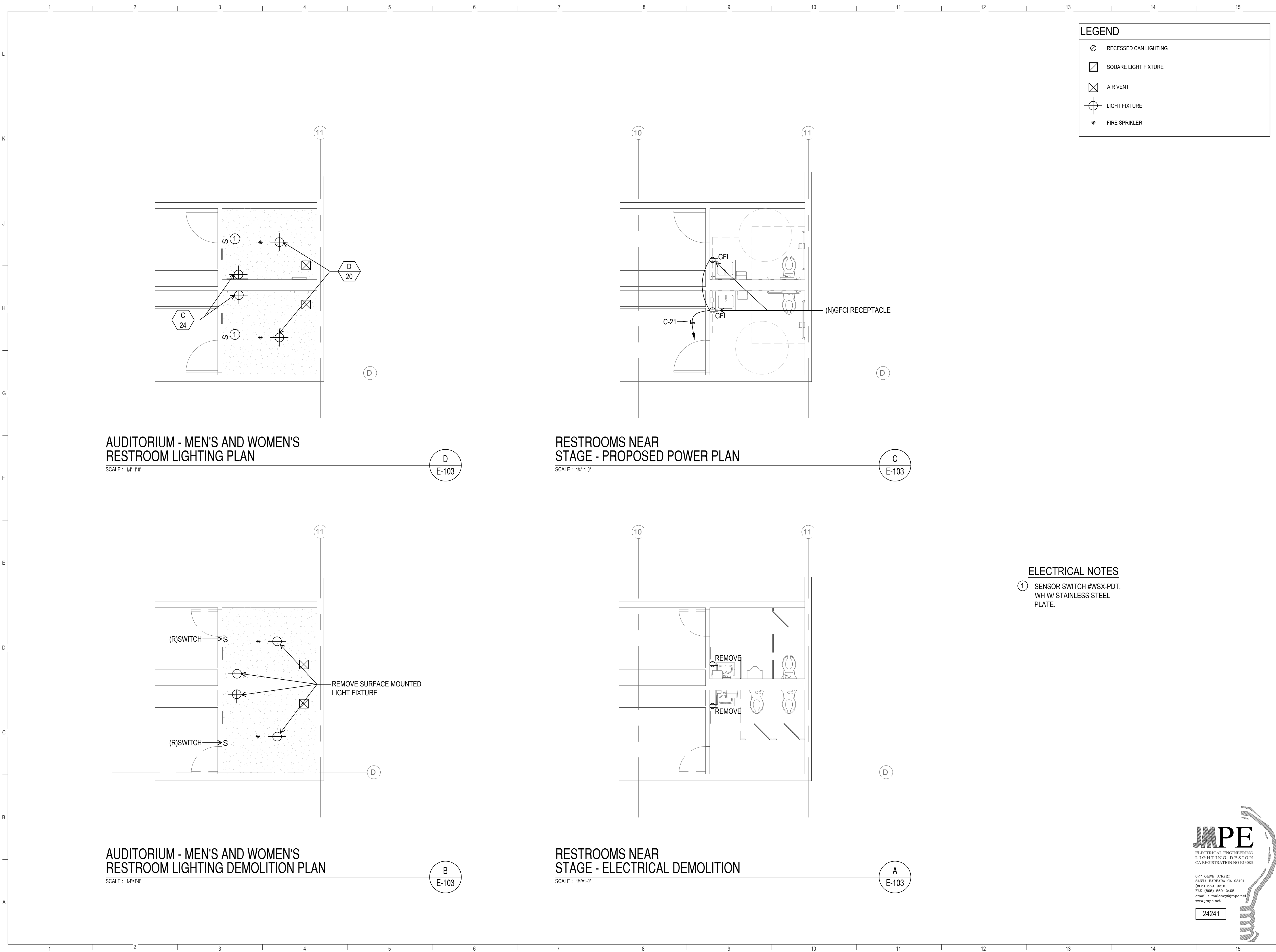
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SENIOR CENTER PLANS

E-102

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LEGEND

- RECESSED CAN LIGHTING
- SQUARE LIGHT FIXTURE
- ⊠ AIR VENT
- ⊙ LIGHT FIXTURE
- * FIRE SPRINKLER

AUDITORIUM - MEN'S AND WOMEN'S RESTROOM LIGHTING PLAN
SCALE: 1/4"=1'-0"

D
E-103

RESTROOMS NEAR STAGE - PROPOSED POWER PLAN
SCALE: 1/4"=1'-0"

C
E-103

AUDITORIUM - MEN'S AND WOMEN'S RESTROOM LIGHTING DEMOLITION PLAN
SCALE: 1/4"=1'-0"

B
E-103

RESTROOMS NEAR STAGE - ELECTRICAL DEMOLITION
SCALE: 1/4"=1'-0"

A
E-103

ELECTRICAL NOTES

- ① SENSOR SWITCH #WSX-PDT. WH W/ STAINLESS STEEL PLATE.

JMPE
ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E113083

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AUDITORIUM PLANS		
E-103		

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PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

SENIOR CENTER RESTROOMS PROJECT

FISCAL YEAR 2024-2025

SPEC NO. SCRR-24-25

BID OPENING: WEDNESDAY, JULY 10 2024, AT 10:00 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25

FISCAL YEAR 2024-2025

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Matthew Parker, Park Services Manager

Date 5-15-2024

PLEASANT VALLEY RECREATION & PARK DISTRICT
SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25

FISCAL YEAR 2024-2025

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

FOR THE

**SENIOR CENTER RESTROOMS PROJECT
SPEC NO. SCRR-24-25**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Paark District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Wednesday, July 10, 2024**, at which time they will be publicly opened and read aloud in the **Conference Room 1605 E. Burnley St, Camarillo, California**, for performing the following work:

**SENIOR CENTER RESTROOMS PROJECT
SPEC NO. SCRR-24-25**

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

The words “**SENIOR CENTER RESTROOMS PROJECT, SPEC. NO. SCRR-24-25**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, Matthew Parker 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting on **Wednesday, June 19, 2024, at 10:00 A.M.**, at the Senior Center, 1605 E. Burnley Street, Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to be completed. The work will take place at 1605 East Burnley Street in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE ENGINEER’S ESTIMATE FOR THIS PROJECT IS: \$_____.

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

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: [http://www.pvrpd.org/_____](http://www.pvrpd.org/). Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

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

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

BID REGISTRATION: **N/A** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the _____, _____, at _____, 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR _____ PROJECT, SPEC NO. _____.**

BID QUESTIONS: All bid questions shall be submitted by email to Matthew Parker, at Mpark@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

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

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: **N/A** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email _____, _____, at _____ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR _____ PROJECT, SPEC NO. _____.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **SENIOR CENTER RESTROOMS PROJECT, SPEC NO. SCRR-24-25**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit

basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate on an "occurrence" basis, for bodily injury, personal injury, and property damage, and a \$10,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per occurrence or claim, and \$2,000,000 policy aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

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

Other provisions or requirements

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

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

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

benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

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

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

California Labor Code section 1773.3 requires that public agencies notify the DIR when public projects are awarded within 30 days of award and the imposition of a fine at a rate of \$100 per day, not to exceed \$10,000, was authorized for failure to provide notification. At the time of award, the bidder will be requested to provide DIR Award Notification Data for each General Contractor and for each Sub-contractor performing work on the project which data will be necessary to notify DIR of the award. If the Contractor fails to provide the requested DIR Award Notification Data within 30 days after the issuance of the Notice of Award/Notice to Proceed, thereby causing District to incur the imposition of a fine by the DIR, such fine will be imposed upon the General Contractor for reimbursement.

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

CARB CERTIFICATES: Before award of contract and for a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, bidder shall obtain and provide to District copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this bid and all listed subcontractors.

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25

FISCAL YEAR 2024-2025

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**SENIOR CENTER RESTROOMS PROJECT, SPEC NO. SCRR-24-25**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2021 Edition):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**SENIOR CENTER RESTROOMS PROJECT, SPEC NO. SCRR-24-25**”, for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

**SENIOR CENTER RESTROOMS PROJECT
SPEC NO. SCRR-24-25**

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$_____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of Firm: _____
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(8) Number of years of experience as a Contractor in construction work. _____

(9) List at least three (3) completed _____ projects completed in the last __ months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

Contractor's State License Number and Classification

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature_____

(Seal)

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and _____ hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "SENIOR CENTER RESTROOMS PROJECT, SPEC NO. SCRR-24-25" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **THIRTY-FIVE (35) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under Labor Code Sections 17771.1 and 1777.7 is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 5-3.2 of the 2021 Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 5-3.3 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate

of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter “Claims or Liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District’s or a public utility’s failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY
RECREATION & PARK DISTRICT,
CALIFORNIA**

Dated _____, 202_

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 202_

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows **SENIOR CENTER RESTROOMS PROJECT, SPEC NO. SCRR-24-25.**

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __ day of _____, 202__.

_____ **PRINCIPAL**

_____ **SURETY**

Address of Surety: _____

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

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

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

SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 202__.

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at 1605 East Burnley Street in Camarillo, California.

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2021 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (“Greenbook”). Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

CONSTRUCTION SCHEDULES: Prior to issuing the "Notice to Proceed", the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all working days as defined in Section 1-2 of the Greenbook .

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25_____

FISCAL YEAR 2024-2025

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2021 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans ("Greenbook"). In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

Section 2 is amended by adding thereto the following new Subsection 2-1.1 Plans and Specifications:

“2-1.1 Plans and Specifications. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.”

Section 2 is amended by adding thereto the following new Subsection 2-1.2 Record Drawings:

“2-1.2 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of “as built” conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.”

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within **Thirty-five (35) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein

agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

H. NO PERSONAL LIABILITY: No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by

Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 7-3.2 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE DISTRICT: In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a utility delay within the meaning of Subsection 4-2.5 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the

Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of

that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code."

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties."

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following Section is hereby added:

"7.4.3.3 Mark-up Cap. Work by the Subcontractor the Contractor's total mark-up is not to exceed 12%."

Q. CONTROL OF MATERIALS:

The following sections are added to Section 4:

"4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District's Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as

determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.”

“4-4.1 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.”

Section 4-5 shall be replaced with the following:

“4-5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.”

R. CARB Compliance. For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor’s violation of any regulation set forth in 13 CCR 2449.

S. CONFERENCES AND MEETING: When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification

center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be

presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.”

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to

meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-4.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-4.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

Subsection 400-1.1 of the Standard Specifications is hereby added to read as follows:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 402-4 of the Standard Specifications is hereby deleted and replaced with the following:

“When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or

subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.”

E. DELAYS: The second paragraph of Subsection 402-5 is hereby deleted and replaced with the following two paragraphs:

“The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.”

F. AIR POLLUTION CONTROL

Section 3-12.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 3-12.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-

weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

SENIOR CENTER RESTROOMS PROJECT

SPEC NO. SCRR-24-25

See Attached Plans

APPENDIX A

CONSTRUCTION DRAWINGS

See Attached Plans

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
PURCHASE OF PLAYGROUND AND EXERCISE
EQUIPMENT FOR LOKKER PARK**

BACKGROUND

Lokker Park is a 7-acre neighborhood park developed in two phases, with the first phase of three acres completed in 1994 and the remaining four acres in 1997. The park features various amenities such as basketball and sand volleyball courts, horseshoe pits, and walking paths, making it popular among community members. It also includes two (2) playgrounds, one for 2-5 years of age and another for 5-12 years of age, incorporated with some fitness elements for all ages. However, these amenities have surpassed their typical lifespan and do not meet current ADA accessibility standards. Additionally, the surrounding concrete walkways have become hazardous due to tree root expansion.

As part of the playground replacement plan, Lokker Park's playgrounds were identified for replacement in the FY 2023-2024 Capital Improvement Projects Budget with an allocation of \$500,000.

Due to the existing aforementioned ADA compliance challenges from the disruptions within the existing path of travel accessing the playground location, the District conducted a formal bidding process to enlist professional Landscape Architectural services to navigate code requirements and design the necessary site improvements and playground replacements. Jordan & Bain Landscape Architects was selected and awarded the contract at the November 2023 Board meeting.

As part of the scope of work, the District collaborated with Jordan & Bain and Cathy Wiggins of Play & Park Structures to host a series of three community meetings aimed at involving residents in the project planning phase. These meetings were held in January and February 2024, and facilitated feedback collection and design presentations. Three design options were developed based on community input for the Board to review and decide upon.

At the May 1, 2024 Board meeting, Directors were presented with three final playground design options which were a compilation of all the community feedback. Considering budget constraints and the need for concrete walkway repairs, the Board chose Option #1, the most economical option. However, Board direction was given to staff to include the additional fitness equipment as it was not part of the original package for Option #1.

ANALYSIS

Staff has utilized the Omnia® Purchasing Alliance as the mechanism to receive the proposal for the playground and fitness equipment and installation. Omnia® is a national public and private sector purchasing cooperative that helps reduce the costs of goods and services by leveraging the purchasing power which ensures that all agencies are receiving products and services of the highest quality at the lowest price. In every case, the Omnia® prices have allowed the District to utilize substantial cost savings. The Omnia® contract was awarded to PlayCore Wisconsin, Inc. dba. Play & Park Structures, to provide playground and outdoor fitness equipment, site accessories, surfacing, and related products and services.

With the Board providing direction for playground selection, Staff had the quote for the playground revised to reflect the cost of the playground, fitness equipment, installation of equipment and engineered wood fiber safety surfacing, and the deletion of the demolition of the existing play structures, as this will be handled by in-house staff. The revised cost of playground and fitness equipment, including tax, shipping, and installation totaled \$462,838.24.

Once the equipment is ordered, the expected lead time to receive the equipment is approximately eight (8) weeks. If approved, Staff anticipates that the installation can be scheduled for early to mid-fall, around late August to October. The installation phase is estimated to span approximately four (4) weeks; however, the entire project is expected to last eight to twelve weeks.

FISCAL IMPACT

The District allocated \$500,000 from the General Fund in the FY 2023-2024 Capital Improvement Projects budget for this Design and Construction project. At the May 1, 2024 meeting, the Board approved the design, with the additional drawdown of funds exceeding the original \$500,000 budget as needed. The cost for the scoped Architectural Design Services is \$45,632, the estimated concrete and irrigation demo and installation is \$121,543, the purchase and installation of the playground and exercise equipment are \$462,838.24, and staff cost is \$17,500.00 for a total project cost of \$647,513.24. However, action on this item only holds a fiscal impact of \$462,838.24 for the purchase and installation of the playground and fitness equipment.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

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

RECOMMENDATION

It is recommended that the Board of Directors authorize and approve the General Manager to enter into an agreement with Playcore Inc. dba. Play & Park Structures Inc. for the purchase and installation of playground and exercise equipment for Lokker Park for an amount not to exceed \$462,838.24.

ATTACHMENTS

- 1) Play & Park Structures Quote (4 pages)
- 2) Purchase and Installation Agreement with PlayCore Wisconsin, Inc. (8 pages)



Play & Park Structures of Central Coast CA
 2390 C #170 Los Posas Rd.
 Camarillo, CA, 93010
 Phone: 661-964-7626
 Fax:
 Email:
 kathy.wiggins@playandpark.com
 Contact: Kathy Wiggins

Lokker Park

Pleasant Valley Recreation & Park
 Attn: Nick Marienthal
 1605 E. Burnley Street
 Camarillo, CA 93010
 Phone: 805-482-5396
 nmarienthal@pvprpd.org

Quote Number: 821-164308J
 Quote Date: 5/9/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	CUSTOM 5-12 SUPERMAX STRUCTURE	1	9983.97	\$202,704.00	\$202,704.00
	71031 -- RING CLAMP ASSEMBLY	109			
	71532 -- HALF HEX SLAT ROOF W/EXT	2			
	71419 -- SIGN LANGUAGE PANEL	1			
	71348 -- SEAT FOR TWO AND TABLE	1			
	71003 -- SEMI-HEX DECK	4			
	71308 -- CABLE SWAY LINK	1			
	71774 -- ISOSCELES FABRIC SHADE	2			
	72159 -- SUPERMAX 10' x 10' SHADE 1'- 6'	1			
	71370 -- ANGLED ROCK	1			
	60061 -- SMALL KICKPLATE-8"SPACE	2			
	71300 -- VERT ACCESS LADDER 4'-0"	1			
	71385 -- BALCONY DECK	2			
	71344 -- RAIN WHEEL	1			
	71395 -- MINI PANEL	1			
	7202 -- ECHO CHAMBER ASSEMBLY	1			
	71346 -- SINGLE SEAT	1			
	71403 -- SPIN & WIN PANEL	1			
	71013 -- METAL HANDHOLD BARRIER	2			
	71186 -- HORIZ LOOP LADDER-ATTACH	1			
	60645 -- DECK CURB	1			
	71425 -- DRUM LINE	1			
	7357 -- 20" TWO SIDED PACHINKO	1			
	72066 -- INTERACTIVE SENSOR PANEL	1			
	71317 -- SINGLE U-HANDLE	2			
	60172 -- LARGE KICKPLATE-16"DECK	1			
	71680 -- DOUBLE VELOCITY 2'-8"	1			
	71464 -- SLIDE TRANSFER	1			
	71968 -- Shop Panel	1			
	71249 -- BENCH SEAT	1			
	71664 -- 4'-0"ZIP STEP CLIMBER	1			
	71139 -- MESH BARRIER PANEL	1			
	71338 -- HAND PEDALER	1			
	71002 -- ISOSCELES DECK	3			
	71162 -- HORIZ LOOP LADDER-LINK	1			
	71001 -- TRIANGLE DECK	2			
	72127 -- 16" Rise, 4' Span ZEPHYR LINK	1			
	60062 -- SMALL KICKPLATE	1			
	71017 -- RAMP DECK TO DECK	1			
	71015 -- RAMP DECK TO GROUND	1			
	72043 -- SM TRAPEZOID DECK	2			
	71531 -- CLUB HOUSE CLIMBER	1			
	72021 -- SUMMIT CLIMBER 8' - 0"	1			
	71645 -- SPY BARRIER	1			
	71903 -- LONG EXIT SECTION	1			
	71675 -- CURVE LEFT SECTION	1			
	71715 -- 2'STRAIGHT SECTION	1			

	71678 -- SLIDE SUPPORT	1			
	71897 -- DUELLING CRISS-CROSS CASCADE	1			
	71475 -- DECK TO DECK STAIR 4'-0"	1			
	60059 -- 5"OD ALUM UPR 10'W/CAP	6			
	60949 -- 5"OD ALUM UPR 7' W/CAP	5			
	60178 -- 5"OD ALUM UPR 8' W/CAP	1			
	60948 -- 5"OD ALUM UPR 11' W/CAP	2			
	61540 -- 5"OD ALUM UPR 4'W/O CAP	1			
	60041 -- 13'POST W/O CAP ALUM	4			
	G60944 -- 5"OD GALV UPR 15"W/O CAP	3			
	G60042 -- 5"OD UPR GALV 168"W/O CAP	1			
	G60089 -- 5"OD GALV UPR W/O CAP 12	3			
	60088 -- 5"OD ALUM UPR W/CAP 14'	3			
	60944 -- 5"OD ALUM UPR 15'W/O CAP	4			
	71503 -- FLAT CAP PACKAGE	1			
	71861 -- CASCADE TUBE SLIDE	1			
RDU	CUSTOM 2-5 SUPERMAX STRUCTURE	1	2398.74	\$47,772.00	\$47,772.00
	71031 -- RING CLAMP ASSEMBLY	33			
	71649 -- LEFT CURVED SLIDE (4')	1			
	61046 -- TRIANGLE TRANSFER POINT	1			
	71119 -- MAXCLIMB SUMMIT	1			
	71002 -- ISOSCELES DECK	2			
	60062 -- SMALL KICKPLATE	1			
	72080 -- TREES ACTIVITY PANEL	1			
	71990 -- Water Cycle Panel	1			
	71512 -- SQ SLAT ROOF	1			
	71543 -- BEANSTALK CLIMBER 3'-4"	1			
	71551 -- 3'-4"ROPE LADDER	1			
	71758 -- PINNACLE CLIMB W/DBL ENT	1			
	60172 -- LARGE KICKPLATE-16"DECK	1			
	60061 -- SMALL KICKPLATE-8"SPACE	2			
	71000 -- SQUARE DECK	3			
	60059 -- 5"OD ALUM UPR 10'W/CAP	4			
	60060 -- 5"OD ALUM UPR 12'W/CAP	1			
	60040 -- 11'POST W/O CAP ALUM	4			
	71348 -- SEAT FOR TWO AND TABLE	1			
RDU	3.5" ARCH SWINGS	1	1075	\$17,160.00	\$17,160.00
	65179 -- TWEEN MATES SWING 3 1/2"	2			
	67620 -- 3 1/2"OD ADA ARCH SWG AAB	1			
	67734 -- ONE-FOR-ALL SWING SEAT	1			
	67915 -- 3 1/2"MADE-FOR-ME SEAT GV	1			
	68034 -- 3.5"OD STANDARD ARCH SWIN	1			
	68035 -- 3.5"OD STD ARCH SWING AAB	1			
	65167 -- REFLECTIONS SELFIE SWING 3.5"	2			
RDU	FREESTANDING	1	281	\$11,870.00	\$11,870.00
	65290 -- WELCOME SIGN 2 - 5	1			
	7310 -- 20"HYPNETIC WHEEL 2-SIDE	1			
	7352 -- 20" TWO SIDED HOURGLASS	1			
	7360 -- 20" TWO SIDED ROLLER BALLS	1			
	65288 -- WELCOME SIGN 5 - 12	1			
	68115 -- ACTIVITY METER	3			
	68156 -- SPINNING SEAT	1			
RDU	FITNESS AREA	1	895	\$25,235.00	\$25,235.00
	UP168S -- SIT-UP/BACK EXT(IN-GRD)	1			
	UP179S -- CHEST PRESS ACCESS-IN-GRD	1			
	UP177 -- BALANCE BOARD	1			
	up226s -- CHIN UP HI/LOW COMBO (INGRD)	1			
	up215s -- RECUMBENT CYCLE (INGRD)	1			
313199	PPS OWNER'S KIT	1	11	\$0.00	\$0.00
3TST	NatureROCKS TREE STUMPS - SET OF 3 (2-5 yr.)	1	0	\$4,308.00	\$4,308.00
5TSL	NatureROCKS TREE SLICES - SET OF 5	2	0	\$2,246.00	\$4,492.00
EWF	434 CY OF EWF	1	0	\$9,550.00	\$9,550.00
	- Fitness Area: 290 SF Science Area: 1,417 SF				

Playground Area: 6,969 SF @ 12"

EWF	EWF FREIGHT (BLOWN IN)	1	0	\$33,020.00	\$33,020.00
YP343	MERIDIAN SINGLE SLACK BRIDGE	1	0	\$3,950.00	\$3,950.00
INSTALL	INSTALL- of new structures, site amenities and fitness equipment. PREVAILING WAGE	1	0	\$185,548.00	\$185,548.00

Total Weight: 14644.71

SubTotal: \$545,609.00

Pricing per National IPA / OMNIA Partners Public Sector Contract #R220202. _____ Please reference contract number on your purchase order made out to Play and Park Structures. _____

Discount: \$120,298.15

Freight: \$22,538.53

Tax: \$14,988.86

Total Amount: \$462,838.24

Conditions-Exclusions: Estimate does not include any drainage, concrete work, asphalt cutting or coring, containment or permits, unless detailed in estimate. Access: Site should be clear, level and allow for unrestricted access of trucks and machinery. Staging area for dumpsters and equipment will be required within 100' of playground. Storage: Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has been delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements have been made and noted on this quote. Footer Excavation: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public or private), tree stumps, rock, or any other concealed materials or conditions that may result in additional labor or materials cost. Utilities: Owner is responsible for locating any utilities.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 45-60 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$462,838.24

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Order Information

Bill to: _____

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Ship to: _____

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____ OR

Enter desired color: Uprights () Decks ()
Accents () Roofs/Tubes () Slides/Panels ()

Play & Park Structures of Central Coast CA

By: _____

Salesperson's signature

PPS is not responsible for Permits, Fees, Engineering, unidentified utilities, extremely rocky or hard soils, Dewatering, disposal of hazardous materials, landscaping or irrigation. Price does not include unloading and receiving, security, fencing and portable restroom.

Salespersons's Signature

Customer's Signature

**PLEASANT VALLEY RECREATION & PARK DISTRICT
SERVICES AGREEMENT**

This agreement is made and entered into on this 11th day of June, 2024 between the **PLEASANT VALLEY RECREATION AND PARK DISTRICT**, a public agency ("District"), and **PLAYCORE WISCONSIN, INC. DBA PLAY & PARK STRUCTURES** a Wisconsin Corporation ("Contractor").

RECITALS

WHEREAS, the District desires to contract with Contractor for certain services necessary for the purchase and installation of the playground located at Lokker Park 848 Vista Coto Verde Camarillo, Ca. 93010 ("Project").

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

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

1. Scope of Services

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

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **October 30, 2024**. Contractor shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Contractor Relationship

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

Contractor represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health

benefits to Contractor. In the event that Contractor or any staff of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Contractor shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Contractor or any staff Contractor used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

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

6. Environmental Laws.

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

7. Licenses, Permits, Fees and Assessments.

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

8. Payment to Contractor

District shall pay Contractor upon completion of the work within thirty (30) days after receipt of Contractor's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. No payment made under this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Total Project Cost Not to Exceed: Four Hundred, Sixty-two thousand eight hundred thirty-eight dollars and twenty-four cents or \$462,838.24

9. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents, and information generated by Contractor in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Contractor. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

10. Insurance

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

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, 04/13. Coverage for an additional insured shall not be limited to its vicarious liability.

Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

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

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Contractor access to the Property. Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

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

11. Indemnification

Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents ("District Parties") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in connection with performance of work hereunder by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or Contractor's failure to comply with any of its obligations contained in the agreement, unless such claims are caused by the active negligence or misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement to the District and the District's Parties for all legal expenses and costs incurred by each of them. Contractor's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District or the District's Parties.

12. Terms

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

13. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District.

14. Notice

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

To Contractor: Playcore Wisconsin, Inc. dba Play & Park Structures.
Attn: Clint Whiteside
544, Chestnut Street
Chattanooga, TN 374002

To District: Pleasant Valley Recreation and Park District
Attn: Matthew Parker
1605 Burnley St.
Camarillo, CA 93010

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

15. No Waiver

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

16. Partial Invalidity

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

17. Incorporation of Recitals

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

18. California Law

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

19. Additional Provisions

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

20. Attorneys' Fees.

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

21. Conflict of Interest.

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

22. Interpretation

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

23. Corporate Authority.

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

[Signatures on following page]

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

CONTRACTOR:
Playcore Wisconsin, Inc. dba Play & Park Structures a
Wisconsin Corporation

By: _____
Name: Clint Whiteside
Its: Director of Sales

SAMPLE

EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be primary and non-contributory and at least as broad as and include or state the following:

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured, **beginning** and until completion of the referenced project." Include address, date, and name/type of event or description of project.
- ❖ **Certificate Holder:** Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" (*No abbreviations accepted*)

Endorsements – Endorsements must include or state the following:

- ❖ **Policy Number:** Must match policy numbers on COI.
- ❖ **Additional Insured (AIE) – Designated Person or Organization:** Must state "This endorsement changes the policy."
- ❖ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** **General Liability Additional Insured** Endorsement must read ""Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees."
- ❖ **Primary and Noncontributory** – Must be provided.
- ❖ **Waiver of Subrogation** – Must be provided.

Notice of Cancellation – A cancellation clause shall state the following: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. **If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor.** Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PVRPD.

EXHIBIT "B"
SCOPE OF WORK

Contractor will furnish all labor and materials necessary to complete work as identified in Quote #821-164308j (attached)

SAMPLE

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF THE REQUEST FOR PROPOSALS FOR THE HARDSCAPE AND LANDSCAPE CONSTRUCTION FOR THE PLAYGROUND RENOVATION PROJECT AT LOKKER PARK

SUMMARY

In November 2023, the District awarded a professional services contract to Jordan & Bain Landscape Architects, Inc. for landscape design services for the Lokker Park playground renovation. Jordan & Bain has since completed the design and estimate for the demolition and construction of the concrete walkways for accessibility code compliance and has provided a bid package that with Board approval will allow the District to solicit bids for construction. This work includes significant root pruning, a complete overhaul of the irrigation system for the trees surrounding the playground's footprint and the removal and replacement of approximately 5,000 square feet of concrete walkways.

BACKGROUND

As part of the playground replacement plan, the playgrounds at Lokker Park were identified for replacement in the FY 2023-2024 Capital Improvement Projects Budget with an allocation of \$500,000.

Lokker Park is a 7-acre neighborhood park developed in two phases, with the first phase of three acres completed in 1994 and the remaining four acres in 1997. The park features various amenities such as basketball and sand volleyball courts, horseshoe pits, and walking paths, making it popular among community members. It also includes two (2) playgrounds, one for 2-5 years of age and another for 5-12 years of age, incorporated with some fitness elements for all ages. However, these amenities have surpassed their typical lifespan and do not meet current ADA accessibility standards. Additionally, the surrounding concrete walkways have become hazardous due to tree root expansion.

Due to the existing aforementioned ADA compliance challenges from the disruptions within the existing path of travel accessing the playground location, the District conducted a formal bidding process to enlist professional landscape architectural services to navigate code requirements and design the necessary site improvements and playground replacements. Jordan & Bain Landscape Architects was selected and awarded the contract at the November 2023 Board meeting.

As part of the scope of work, the District collaborated with Jordan & Bain and Cathy Wiggins of Play & Park Structures to host a series of three community meetings aimed at involving residents in the project planning phase. These meetings were held in January and February 2024, and facilitated feedback collection and design presentations. Leveraging this valuable input, the team developed three distinct design options for the Board of Directors to review and deliberate upon. Given the significant need for repairs to the concrete walkway infrastructure and the confines of the designated budget, these design options were meticulously crafted to facilitate comprehensive evaluation and decision-making by the Board.

At the May 1, 2024, Board meeting, Directors were presented with three final playground design options which were a compilation of all the community feedback. Considering budget constraints and the need for concrete walkway repairs, the Board selected a package that incorporated both play and fitness equipment to meet the needs of all ages and abilities.

ANALYSIS

Staff is utilizing the Omnia® [cooperative] Purchasing Alliance as the mechanism to purchase the equipment factory direct and have it installed. In every case, the Omnia® prices have allowed the District to utilize substantial cost savings. However, to obtain approval from the City of Camarillo, the project must adhere to accessibility codes. Achieving compliance involves significant site work, referred to as the "Base Bid," estimated at \$121,543. The Base Bid scope of work includes the following:

- Demolition of 5,137 square feet of compromised concrete.
- Replacement of 4,066 square feet of concrete sidewalk.
- Removal of two (2) trees that obstruct pathway lighting and create a pinch-point along the pathway.
- Root pruning for trees that are remaining.
- Replacement of irrigation system for the remaining trees.
- Purchase and installation of four (4) new benches required as barrier from the adjacent basketball court, and two (2) additional benches on the opposing side of the playground.
- Provision of temporary chain link fencing for the duration of construction, including a 90-day maintenance period.

Once the equipment is ordered, the expected lead time to receive the equipment is approximately eight (8) weeks. If approved, Staff anticipates that the installation can be scheduled for early to mid-fall, around late August to October. The installation phase is estimated to span approximately three (3) weeks from start to finish. In order to coordinate the timing of the Base Bid activities to coincide with the installation of the playground it is imperative to initiate the Request For Proposals (RFP) process and solicit bids for construction services.

FISCAL IMPACT

Approval of the RFP and Construction Plans and Specification have no fiscal impact at this time. The current estimated cost of Base Bid construction is \$121,543. The District allocated \$500,000 from the General Fund for this Design and Construction project; funds were designated in the FY 2023-2024 Capital Improvement Projects budget.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

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

RECOMMENDATION

It is recommended that the Board of Directors approve the Request for Proposal, plans and specifications for the Lokker Park walkway and landscape upgrades project and authorize staff to initiate the public bidding process.

ATTACHMENTS

- 1) Bid Documents for Lokker Park Construction (72 pages)
- 2) Technical Specifications (25 pages)
- 3) Lokker Park Design Plans (10 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

LOKKER PARK PLAYGROUND PROJECT

FISCAL YEAR 2024-2025

SPEC NO. LPPG-24-25

BID OPENING: THURSDAY, JULY 11, 2024, AT 10:00 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG-24-25

FISCAL YEAR 2024-2025

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Nick Marienthal, Park Supervisor

Date 5/15/2024

PLEASANT VALLEY RECREATION & PARK DISTRICT
LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG -24-25

FISCAL YEAR 2024-2025

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

FOR THE

**LOKKER PARK PLAYGROUND PROJECT
SPEC NO. LPPG-24-25**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation And Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of **10:00 A.M. Thursday, July 11, 2024**, at which time they will be publicly opened and read aloud in the **Conference Room 1605 E. Burnley St, Camarillo, California**, for performing the following work:

**LOKKER PARK PLAYGROUND PROJECT
SPEC NO. LPPG-24-25**

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

The words “**LOKKER PARK PLAYGROUND PROJECT, SPEC. NO. LPPG-24-25**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Supervisor, Nick Marienthal, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Thursday, June 20, 20224, at 10:00 A.M., at Lokker Park 848 Vista Coto Verde, Camarillo, CA 93010.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to be completed. The work will take place at 848 Vista Coto Verde in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE ENGINEER’S ESTIMATE FOR THIS PROJECT IS: \$_____.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **TEN (10) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: [http://www.pvrpd.org/_____](http://www.pvrpd.org/). Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

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

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

BID REGISTRATION: **N/A** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the _____, _____, at _____, 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR _____ PROJECT, SPEC NO. _____.**

BID QUESTIONS: All bid questions shall be submitted by email to Nick Marienthal, at Nmarienthal@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

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

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: **N/A** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email _____, _____, at _____ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR _____ PROJECT, SPEC NO. _____.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **LOKKER PARK PLAYGROUND PROJECT, SPEC NO. LPPG-24-25**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit

basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate on an "occurrence" basis, for bodily injury, personal injury, and property damage, and a \$10,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per occurrence or claim, and \$2,000,000 policy aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

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

Other provisions or requirements

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

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

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

benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

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

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

California Labor Code section 1773.3 requires that public agencies notify the DIR when public projects are awarded within 30 days of award and the imposition of a fine at a rate of \$100 per day, not to exceed \$10,000, was authorized for failure to provide notification. At the time of award, the bidder will be requested to provide DIR Award Notification Data for each General Contractor and for each Sub-contractor performing work on the project which data will be necessary to notify DIR of the award. If the Contractor fails to provide the requested DIR Award Notification Data within 30 days after the issuance of the Notice of Award/Notice to Proceed, thereby causing District to incur the imposition of a fine by the DIR, such fine will be imposed upon the General Contractor for reimbursement.

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

CARB CERTIFICATES: Before award of contract and for a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, bidder shall obtain and provide to District copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this bid and all listed subcontractors.

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG-24-25

FISCAL YEAR 2024-2025

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG-24-25

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**LOKKER PARK PLAYGROUND PROJECT, SPEC NO. LPPG-24-25**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2021 Edition):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**LOKKER PARK PLAYGROUND PROJECT, SPEC NO. LLPG-24-25**”, for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

**LOKKER PARK PLAYGROUND PROJECT
SPEC NO. LPPG-24-25**

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$_____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of Firm: _____
(Individual, Partnership, or Corporation)

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(8) Number of years of experience as a Contractor in construction work. _____

(9) List at least three (3) completed _____ projects completed in the last __ months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

Contractor's State License Number and Classification

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and _____ hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "LOKKER PARK PLAYGROUND PROJECT, SPEC NO. PPG-24-25" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **Thirty-five (35) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under Labor Code Sections 17771.1 and 1777.7 is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 5-3.2 of the 2021 Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 5-3.3 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate

of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter “Claims or Liabilities”) that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District’s or a public utility’s failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY
RECREATION & PARK DISTRICT,
CALIFORNIA**

Dated _____, 202_

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 202_

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LOKKER PARK PROJECT, SPEC NO. LPPG-24-25.**

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____, 202__.

_____ **PRINCIPAL**

_____ **SURETY**

Address of Surety: _____

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

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

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

LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG-24-25

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____day of _____, 202__.

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at 848 Vista Coto Verde in Camarillo, California.

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2021 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (“Greenbook”). Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

CONSTRUCTION SCHEDULES: Prior to issuing the "Notice to Proceed", the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all working days as defined in Section 1-2 of the Greenbook .

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG-24-25_____

FISCAL YEAR 2024-2025

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2021 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans ("Greenbook"). In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

Section 2 is amended by adding thereto the following new Subsection 2-1.1 Plans and Specifications:

“2-1.1 Plans and Specifications. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.”

Section 2 is amended by adding thereto the following new Subsection 2-1.2 Record Drawings:

“2-1.2 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of “as built” conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.”

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within Thirty-five **(35) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein

agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

H. NO PERSONAL LIABILITY: No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by

Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 7-3.2 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE DISTRICT: In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a utility delay within the meaning of Subsection 4-2.5 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the

Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of

that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code."

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following Section is hereby added:

“7.4.3.3 Mark-up Cap. Work by the Subcontractor the Contractor's total mark-up is not to exceed 12%.”

Q. CONTROL OF MATERIALS:

The following sections are added to Section 4:

“4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District's Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as

determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.”

“4-4.1 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.”

Section 4-5 shall be replaced with the following:

“4-5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.”

R. CARB Compliance. For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor’s violation of any regulation set forth in 13 CCR 2449.

S. CONFERENCES AND MEETING: When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification

center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be

presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.”

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to

meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-4.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-4.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

Subsection 400-1.1 of the Standard Specifications is hereby added to read as follows:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 402-4 of the Standard Specifications is hereby deleted and replaced with the following:

“When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or

subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.”

E. DELAYS: The second paragraph of Subsection 402-5 is hereby deleted and replaced with the following two paragraphs:

“The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.”

F. AIR POLLUTION CONTROL

Section 3-12.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 3-12.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-

weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

LOKKER PARK PLAYGROUND PROJECT

SPEC NO. LPPG-24-25

See Attachments

APPENDIX A

CONSTRUCTION DRAWINGS

See Attachments



SPECIFICATIONS
FOR THE PLAYGROUND RENOVATION
AT
LOKKER PARK
848 VISTA COTO VERDE
CAMARILLO, CALIFORNIA 93010

FOR:
PLEASANT VALLEY RECREATION & PARK DISTRICT
1605 BURNLEY STREET
CAMARILLO, CA 93010

PREPARED BY:
JORDAN & BAIN LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVENUE
VENTURA, CA 93001

MAY 20, 2024



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**SECTION 01 56 26
FENCING AND PROTECTION**

PART 1 GENERAL

1.01 SECTION INCLUDES

This section includes requirements for temporary fencing and protection of the work area.

1.02 SUBMITTALS

Submit for approval, all catalog cuts and or specification sheet for all fencing products.

1.03 QUALITY ASSURANCE

Fencing shall be installed by a qualified fence company with experience in the installation of temporary fencing.

PART 2 PRODUCTS

2.01 TEMPORARY FENCING

Temporary fencing shall be 6 feet high chain link fence fabric attached to post and frames in a secure manner. Barb wire and or razor wire is not allowed. Fencing shall be kept in place during the construction period and maintenance period. Fencing shall be removed only when written authorization is provided by the District.

PART 3 EXECUTION

3.01 FENCE LAYOUT

Contractor shall submit to the District for approval, a schematic fence layout showing the location of fence panels and method of attachment of panels and post. This plan must be approved by the District prior to start of the work.

3.02 FENCE INSTALLATION

- A. Install fencing and post so that no damage occurs to the existing underground conduits or paving. Immediately repair all damage to the existing conditions that may occur as a result of the fence installation.
- B. If fencing panels have post with a horizontal support frame, make sure they are visually apparent to prevent any trip hazard.

3.03 FENCE REPAIR

Immediately repair any damage to the fencing that may occur.

END OF SECTION 01 56 26

**SECTION 02 41 10
EXISTING CONDITIONS AND REMOVALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

This section includes general requirements for the removal of the existing concrete paving, asphalt paving, landscaping, and miscellaneous items.

1.02 IMPORT SOIL

The source of any required imported soil shall be tested and approved by the District prior to any delivery.

1.03 DISPOSAL OF MATERIALS

Remove items such as landscape materials, concrete paving, asphalt paving, and all other miscellaneous items scheduled to be removed and properly dispose of these items as they accumulate. Do not store or permit debris to accumulate on the site.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 INSPECTION

- A. Prior to starting, inspect the site with the District Inspector to verify all removals required to complete the work.
- B. Examine surfaces for conditions that will adversely affect execution, permanence, and quality of work of this Section.
- C. Do not proceed with work until unsatisfactory conditions have been corrected.
- D. Locate existing active utility lines and provide for their protection.

3.02 CLARIFICATION

Drawings do not indicate all objects existing on site. Before commencing work, verify with the District any existing items that may affect the work.

3.03 PROTECTION OF UTILITIES

- A. There are existing electrical, signal, systems within the work area. Preserve and maintain, in working condition, all active utilities traversing the site.

- B. There are existing irrigation main line and irrigation valves that traverse the work area. Protect the irrigation system during the removals work. The existing irrigation main lines and valves will be relocated; however, they service planting areas out of the work area. Coordinate this work with the District Inspector.
- B. When required to verify location of existing utilities to avoid conflicts pot-hole and field verify the existing utility line prior to excavation work.

3.04 PROTECTION OF EXISTING PLANTS

Protect existing trees, not otherwise indicated to be removed, against unnecessary cutting, breaking, skinning, and bruising of bark. Avoid smothering of trees with stockpile building materials or excavated materials within drip line.

3.05 SAWCUTTING

When removing concrete and/or asphalt, first mark with paint and receive approval from the District Inspector then sawcut a clean straight line for removal work.

3.06 EXISTING PAVING

Existing concrete and asphalt paving scheduled to be removed throughout the work area shall be removed completely including any base material. Sawcut where paving joins existing paving to be protected.

3.07 EXISTING TREE AND SHRUB REMOVALS

- A. Before removing any trees and shrubs review in the field with the District Inspector and the Landscape Architect to verify that tree and shrub removal designation is correct.
- B. Remove trees and shrubs in its entirety including stump and roots within 12" of surface.
- C. Depression and voids caused by plants, trees and stump and root removal shall be returned to natural grade with clean topsoil.

3.08 DISPOSAL

- A. All debris resulting from demolition and removals shall become the property of the Contractor to dispose of or salvage. Debris shall not be allowed to accumulate on site unless the District specifies a site location and security requirement. The Contractor shall be responsible for its prompt removal from the site and disposal in a legal manner.
- B. Prevent debris from migrating outside of construction areas.

END OF SECTION 02 41 10

**SECTION 11 68 16
PLAY AREA EQUIPMENT**

NOT IN CONTRACT – FOR REFERENCE PURPOSES ONLY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section covers the general requirements for the installation of the play equipment.
- B. Make use of all information as necessary for proper installation. Manufacturer's shop drawings, specifications, and installation instructions are a part of these special provisions.
- C. The District pre-purchased play equipment for this project from Play + Park Structures, Inc. (Kathy Wiggins; (661) 964-7626). Contractor shall submit his bid based on the installation of the above equipment. No other Manufacturers will be considered.

1.02 QUALIFICATIONS

The play equipment Manufacturer has a certified installer program and the Contractor for this work must hold that certification. Submit certification letter to the District for approval.

1.03 COMPLIANCE

Comply with all applicable provisions of the ASTM F-1487 and the U.S. Consumer Product Safety Commission.

1.04 PROTECTION

- A. Protect all existing features from damage as a result of the Work.
- B. Coordinate play equipment delivery to avoid storage time. When stored the equipment must be kept in secure location. Protect all play equipment from any damage that may occur during the progress of the work until final acceptance by the city. Any damaged equipment or stolen equipment shall be replaced by the Contractor at his own expense.

1.05 INSPECTIONS

- A. Concrete footings shall require inspections prior to concrete placement.
- B. Equipment installation shall require inspection prior to Resilient Surface installation.
- C. When play equipment installation is complete, the Contractor shall notify the District for inspection.

- D. The District shall conduct an independent safety audit of the playground equipment for compliance with the current CPSC guidelines, ASTM F-1487 and ADA requirements.
- E. Any non-compliance items shall be corrected by the Contractor at no additional cost to the District.

1.06 MAINTENANCE MANUAL

- A. A maintenance Manual shall be included with the play structure and must include the following:
 - 1. Frequency of inspections. Description of preventive maintenance and repair procedures
 - 2. Plan specific inspection report form for each component. Complete plan, installation instructions and parts list including color chips and numbers.

1.07 SUBMITTALS

Submit copies of the Manufacturer's play equipment layout, shop drawings, installation instructions and Play Equipment Manufacturer's warranties.

PART 2 PRODUCTS

2.01 PLAY EQUIPMENT

- A. Play equipment shall include all play structures and components as indicated on the plan. Provide all miscellaneous items necessary to complete the work. Contractor shall obtain copies of all Play Equipment Plans, Bill of Materials, installation instructions, and any other requirement from the Manufacturer's Representative. Provide all miscellaneous parts, bolts, and apparatus to assemble the components as required and specified in the Manufacturer's installation Drawings.
 - 1. Furnish to the District all tools required to adjust or replace special vandal resistant fasteners.

2.02 PLAYGROUND SURFACING

Resilient surface for this project shall be Engineered Wood Fiber 'Fibar'.

PART 3 EXECUTION

3.01 CONCRETE FOOTINGS

The subgrade for all footings shall be compacted to a relative compaction of 95 percent. Allow for installation of the required thickness of the 12" thick Fibar resilient surface entirely over the top of concrete footings. All concrete footings shall be installed as per the Manufacturer's layout drawings and details.

3.02 PLAY EQUIPMENT ASSEMBLY

Assembly shall comply with the Manufacturer's specification complete and structurally sound with all required bolts, fasteners, and connectors properly assembled and tightened.

3.03 PLAYGROUND SURFACING

- A. Engineered Wood Fiber 'Fibar' shall be installed to a depth of 12" thick throughout entire playground limits.
- B. Install engineering fabric Mirafi Model 'MScape E' between soil and Fibar resilient surface. Wrap engineering fabric on sides of pit and over bottom of pit. Secure in place with 6" long galvanized soil staples spaced 5'-0" o.c., in a triangular pattern.

END OF SECTION 11 68 16

**SECTION 11 90 10
FITNESS EQUIPMENT**

NOT IN CONTRACT – FOR REFERENCE PURPOSES ONLY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section covers the general requirements for the installation of the fitness equipment.
- B. Make use of all information as necessary for proper installation. Manufacturer's shop drawings, specifications, and installation instructions are a part of these special provisions.
- C. The District pre-purchased fitness equipment for this project from Play + Park Structures, Inc. (Kathy Wiggins; (661) 964-7626). Contractor shall submit his bid based on the installation of the above equipment. No other Manufacturers will be considered.

1.02 QUALIFICATIONS

The fitness equipment Manufacturer has a certified installer program and the Contractor for this work must hold that certification. Submit certification letter to the District for approval.

1.03 COMPLIANCE

Comply with all applicable provisions of the ASTM F-1487 and the U.S. Consumer Product Safety Commission.

1.04 PROTECTION

- A. Protect all existing features from damage as a result of the Work.
- B. Coordinate play equipment delivery to avoid storage time. When stored the equipment must be keep in secure location. Protect all play equipment from any damage that may occur during the progress of the work until final acceptance by the city. Any damaged equipment or stolen equipment shall be replaced by the Contractor at his own expense.

1.05 INSPECTIONS

- A. Concrete footings shall require inspections prior to concrete placement.
- B. Equipment installation shall require inspection prior to Resilient Surface installation.
- C. When play equipment installation is complete, the Contractor shall notify the District for inspection.

- D. The District shall conduct an independent safety audit of the playground equipment for compliance with the current CPSC guidelines, ASTM F-1487 and ADA requirements.
- E. Any non-compliance items shall be corrected by the Contractor at no additional cost to the District.

1.06 MAINTENANCE MANUAL

- A. A maintenance Manual shall be included with the play structure and must include the following:
 - 1. Frequency of inspections. Description of preventive maintenance and repair procedures
 - 2. Plan specific inspection report form for each component. Complete plan, installation instructions and parts list including color chips and numbers.

1.07 SUBMITTALS

Submit copies of the Manufacturer's play equipment layout, shop drawings, installation instructions and Play Equipment Manufacturer's warranties.

PART 2 PRODUCTS

2.01 FITNESS EQUIPMENT – **NOT IN CONTRACT**

- A. Fitness equipment shall include all fitness structures and components as indicated on the plan. Provide all miscellaneous items necessary to complete the work. Contractor shall obtain copies of all Fitness Equipment Plans, Bill of Materials, installation instructions, and any other requirement from the Manufacturer's representative. Provide all miscellaneous parts, bolts, and apparatus to assemble the components as required and specified in the Manufacturer's installation Drawings.
 - 1. Furnish to the District all tools required to adjust or replace special vandal resistant fasteners.

2.02 FITNESS EQUIPMENT SURFACING – **NOT IN CONTRACT**

For fitness equipment requiring a fall zone, resilient surfacing shall be Engineered Wood Fiber 'Fibar'. Refer to plans and details.

PART 3 EXECUTION

3.01 CONCRETE FOOTINGS

The subgrade for all footings shall be compacted to a relative compaction of 95 percent. Allow for installation of the required thickness of the 12" thick Fibar resilient surface entirely over the top of concrete footings. All concrete footings shall be installed as per the Manufacturer's layout drawings and details.

3.02 FITNESS EQUIPMENT ASSEMBLY

Assembly shall comply with the Manufacturer's specification complete and structurally sound with all required bolts, fasteners, and connectors properly assembled and tightened.

3.03 FITNESS EQUIPMENT SURFACING – **NOT IN CONTRACT**

- A. Engineered Wood Fiber 'Fibar' shall be installed to a depth of 12" thick throughout fitness equipment that has a required fall zone.
- B. Install engineering fabric Mirafi Model 'MScape E' between soil and Fibar resilient surface. Wrap engineering fabric on sides of pit and over bottom of pit. Secure in place with 6" long galvanized soil staples spaced 5'-0" o.c., in a triangular pattern.

END OF SECTION 11 90 10

**SECTION 31 13 13
TREE REMOVAL AND ROOT PRUNING**

PART 1 GENERAL

1.01 SECTION INCLUDES

This section includes requirements for the removal of trees and tree stumps.

1.02 QUALIFICATIONS

- A. Work crews shall be trained according to tree care standards accepted by the International Society of Arboriculture.
- B. Provide qualified tree workers, trained to Work around primary electrical lines when performing Work in trees underneath primary power lines. The Contractor shall comply with the "Electrical Safety Orders" of the State of California, including all amendments and revisions.

1.03 PUBLIC SAFETY AND COOPERATION

- A. All tree Work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others. Pedestrian and vehicular traffic shall be allowed to pass through the Work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the Work area is totally barricaded or otherwise kept safe, at least one representative of the Contractor shall serve to coordinate safe operations on the ground at all times when Work operations are in progress.
- B. Whenever larger tree sections are being cut in a treetop which may endanger persons or property, such sections shall be secured by ropes and lowered safely to the ground in a controlled manner.
- C. Contractor shall ensure that all fire hydrants, meter vaults, water and gas shut off valves and similar facilities are accessible during the course of Work. Contractor shall maintain clear passage and least amount of inconvenience to public traffic ways, businesses, and residences.
- D. Contractor shall strive to keep noise levels, resulting from his operations to a minimum at all times, especially during the school hours.
- E. The Contractor shall comply with all tree pruning related safety requirements as stated in the safety standards ANSI Z133.1 of the American National Standards Institute, Inc.

1.04 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Should any structure or property be damaged during the operations of the Contractor, immediately notify PVRPD. Repairs to property damaged by the Contractor shall be made within 48 hours, except utility lines which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City. Any damage caused by the Contractor shall be repaired or restored by the Contractor at his expense to a condition similar or equal to that existing before such damage or injury, or he shall repair such damage in a manner acceptable to PVRPD.

PART 2 PRODUCTS

2.01 TOPSOIL

Imported fill, if necessary, shall be sandy loam Class "A" soil free of weeds, rocks, debris and shall be suitable for normal plant growth. Soil material shall be approved by the Landscape Architect prior to delivery and conform to Section 212-1.1.2 of the SSPWC.

PART 3 EXECUTION

3.01 TREE REMOVAL

- A. Before removing any trees, review in the field with PVRPD and the Landscape Architect to verify that tree removal designation is correct.
- B. Comply with all safety requirements of Paragraph 1.04 herein.
- C. Remove tree in its entirety including stump and roots within 12" of surface.
- D. Depression and voids caused by tree stump and root removal shall be returned to natural grade with clean Class 'A' topsoil.

3.02 STUMP REMOVALS

Remove all tree stumps and major anchor roots with grinding machine to a minimum depth of 12".

3.03 ROOT PRUNING

- A. Evaluate the existing tree root surface conditions with PVRPD Staff to determine the exact layout desired to cut surface roots. Each tree will require individual review.
- B. Evaluate the existing tree root conditions to determine the desired depth to sever tree roots with PVRPD Staff. Each tree will require individual review.

- C. Allowable root pruning techniques shall be a combination of hand trimming with a sharp saw or lopper for individual root pruning situations. Areas requiring a more indiscriminate pruning effort can be accomplished using a mechanical Dosko or Vermeer root pruner machine. A chain trencher or similar equipment will not be used to prune roots.
- D. PVRPD Staff shall review and approve all root pruning activities prior to any cut roots being backfilled with soil.
- E. Remove and dispose of all root segments and miscellaneous debris created during the root pruning process. Remove all severed root segments causing direct conflict with new concrete work.

3.04 SITE REVIEW

Prior to start of work, walk the site with the Landscape Architect and inspector to verify all removals within the designated areas.

3.05 CLEARING AND GRUBBING

- A. Clearing and grubbing prior to fine grading.
- B. Grub out all roots 2" in diameter and larger to a depth of at least 12" below finish grade.

3.06 DISPOSAL OF MATERIALS

Remove debris and rubbish resulting from the Work and properly dispose of it as it accumulates. Do not store or permit debris to accumulate on the site. Do not burn debris and rubbish at the site.

3.07 SITE CLEAN-UP

Clean-up of branches, limbs, logs, or any other debris resulting from any tree operations shall be promptly and properly accomplished. The Work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs, or other debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the Work crew leaves the site unless permission is given by PVRPD to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.

3.08 FIBAR MULCH INSTALLED OVER TREE PLANTER SURFACE

Install Fibar mulch, to match play equipment resilient surface, over tree planters created after new concrete work has been completed. Depth of Fibar will replace removed concrete. Fill this void with 5" thick layer of Fibar.

END OF SECTION 31 13 13

**SECTION 32 33 43
SITE AMENITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

This section includes specifications for the furnishing and installation of the site amenities.

1.02 SUBMITTALS

Submit to the District for approval, 15-days after award of contract, catalog sheets, Manufacturer's brochures, and specifications for all furniture and miscellaneous items indicated on the plans and specifications.

1.03 HANDLING AND STORING

Site furnishings and miscellaneous items shall be delivered and unloaded at the job site in such a manner that no damage occurs. Deliver items same day as installation to avoid storage, unless otherwise approved by the District.

PART 2 PRODUCTS

2.01 BENCHES – PLAYGROUND AREA

Two (2) benches for the playground area shall be Kirby Built Model 'Victory Bench – Wood Grain Naturals', 6 feet long, color Teak.

2.02 BENCHES – BETWEEN PLAYGROUND AREA AND BASKETBALL COURTS

Four (4) benches for the area between the playground and the basketball courts shall be Ultra Site "Recycled Bench without Back," 952-Natural, 6 feet long, inground mount, recycled plastic, 4" x 4" Cedar planks, hot dipped galvanized frame.

PART 3 EXECUTION

3.01 BENCHES

- A. Install two (2) Kirby Built 'Victory Bench' per plans and details.
- B. Install four (4) Ultra Site 'Recycled Bench without Back' per plans and details.
- C. Install all benches as indicated on the drawings and per Manufacturer's specifications.

END OF SECTION 32 33 43

**SECTION 32 84 00
IRRIGATION SYSTEM**

PART 1 GENERAL

1.01 SECTION INCLUDES

 This section includes requirements for the installation of the Irrigation System.

1.02 RELATED SECTIONS

 32 93 33 – Lawn Planting

1.03 REQUIREMENTS OF REGULATORY AGENCIES

 Secure all permits and licenses necessary for the work. Give all notices and comply with all laws, ordinances, rules and regulations concerning the installation of the sprinkler system as drawn and specified.

1.04 SITE CONDITIONS

- A. Prior to beginning any work, the Contractor and the Inspector shall participate in a thorough irrigation system review of the project site. All remote control valves shall be turned on and observed in operation by both the Contractor and Inspector. Any existing defects will be listed in detail identifying the specific valve station number and describing the exact broken or non-functioning irrigation component noted during the site review. At the conclusion of the irrigation review, the Contractor shall generate a summary of the items identified by both parties listing all remote control valves operated, identifying if the valve performed without any defects or specifically identifying any observed defects or non-functioning components, such as broken heads, clogged nozzles, non-operating valve solenoids, broken piping, or other noted defects. The completed summary of items noted shall be listed on a document called 'Existing Irrigation System Observations'. This document shall be signed by the Contractor and submitted to the Inspector for a confirming signature. The mutually signed 'Existing Irrigation System Observations' document shall be sent to the attention of the Landscape Architect for inspection purposes at the conclusion of the construction work. If requested by the Inspector, the Contractor shall provide a list of the existing defective irrigation components noted with a detailed written proposal to repair each item identified on the list. A copy of this proposal will be sent to the Landscape Architect. This additional work proposal must be reviewed and approved in writing by the Inspector and formally presented to the General Contractor before the Landscape Subcontractor can begin any additional repair work. The mutually signed 'Existing Irrigation System Observation' document shall be used as a guide to identify any collateral damage caused to the existing irrigation system as a result of new construction performed on site by the Contractors. Any damage caused to the existing irrigation system not specifically identified on the 'Existing Irrigation System Observation' document shall be repaired or replaced at the Contractor's expense. In the event that the Contractor does not participate or perform the existing irrigation site review, any existing irrigation equipment or components damaged on the project site noted by

the Landscape Architect during the final irrigation system review shall be repaired or replaced by the Contractor at their expense to the satisfaction of the Inspector.

- B. Do not willfully install the sprinkler system as indicated on the drawing when it is obvious in the field that unknown obstructions or grade differences exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the Inspector.
- C. Before excavating for sprinkler lines, locate all underground utility lines so that the proper precautions may be taken to avoid damage to such utilities. In the event of a conflict between underground lines, promptly notify the Inspector who will arrange for the relocation of one or the other. Failure to follow this procedure places the responsibility upon the Contractor for making any and all repairs for damage of any kind at his own expense.
- D. Provide necessary safeguards and exercise caution against injury or defacement of any existing site improvements. Contractor shall be responsible for any damage resulting from his operations and shall repair or replace such damage at his own expenses. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc., unless adequate protection is provided.
- E. Existing Trees
 1. Exercise all possible care and precautions to avoid injury to tree roots, trunks and branches. All excavating within drip line of trees shall be done very carefully and by hand pick and shovel if it appears that large roots are within trenching zones.
 2. Alter alignment of pipe to avoid large tree roots, 2-inch and larger in diameter.
 3. Wrap exposed and bridging tree roots with several layers of burlap and keep moist. Close all trenches within drip lines, within 24 hours.
 4. All severed roots 1-inch and larger shall be hand pruned with sharp tools and painted with acceptable horticultural seal.

1.05 MATERIAL LIST

Submit to PVRPD for acceptance, three (3) copies of all materials and equipment, including Manufacturer's names and catalog numbers, to be furnished and installed under this contract within 10 days after the award of the contract.

1.06 RECORD DRAWINGS

- A. Provide and record daily a complete record set of prints on bond which shall be corrected to show changes from the original drawings and specifications and the exact installed locations, sizes and kinds of equipment. Prints for this purpose may be obtained from PVRPD. Keep this set of drawings on the site and use only as a record set.
- B. Use these drawings as work progress sheets. Make neat and legible annotations thereon as the work proceeds, showing the work as actually installed. Keep these drawings available at all times for inspection and in a location designated by PVRPD.

- C. Before the date of the final inspection, transfer all information from the record prints to a clean set of prints procured from PVRPD. Make work neat, in ink and subject to review and acceptance of PVRPD. PVRPD will scan final drawings into a permanent electronic record document.
- D. Dimension from two permanent points of reference such as building corners, sidewalks or road intersections, the location of:
 - 1. Connection to existing water lines.
 - 2. Connection to existing electrical power.
 - 3. Gate valves or ball valves.
 - 4. Routing of sprinkler pressure lines and control wiring.
 - 5. Electric control valves.
 - 6. Quick coupling valves.
 - 7. Other related equipment as directed by PVRPD.

1.07 TESTS AND SITE OBSERVATIONS

- A. All tests shall be made in the presence of PVRPD; at least forty-eight (48) hours' notice shall be given for tests.
- B. Record drawings must be current and shall be verified by PVRPD at the time of all observations.
- C. Site observations for all items pertaining to the work of this Section shall be performed by PVRPD.
- D. Specific site observations for valve assemblies, sprinkler coverage, control wires and splices and any other observations deemed necessary shall be performed by PVRPD.
- E. An open trench main line check for pipe quality and depths shall be performed by PVRPD.
- F. Head Layout - using flag marker layout all drip emitter, tree flood bubblers, and spray heads in field prior to trenching. Review head layout with PVRPD and Landscape Architect and perform adjustments in field as directed prior to installing irrigation.
- G. Center load pipe with small amount of backfill to prevent arching and whipping under pressure. Leave joints exposed for observation during pressure test. No water shall be permitted in the pipe until the above has been accomplished and a period of at least 24 hours has elapsed for solvent weld setting and curing.

Main lines to be tested up to valve at 125 pounds pressure and there shall be no leaks. Furnish force pump and pressure gauge. Lateral lines of system to be tested at line pressure with risers capped. Tests to be for 2 hour period and verified by PVRPD.
- H. Backfill quality and compaction of trenches shall be verified by PVRPD. Do not backfill trenches until all tests have been completed and accepted.

- I. Perform a coverage test in the presence of PVRPD to determine if the water coverage for planting areas is complete and adequate. Furnish materials and perform all work required to correct any inadequacies of coverage due to deviations from drawings, or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate, without bringing this to the attention of PVRPD.
- J. The coverage test shall be completed, and the irrigation system modified if necessary and accepted, prior to the start of the planting operations.
- K. The entire system shall be checked out thoroughly and completely by the Contractor, five (5) days prior to the final observation. All heads shall be properly aligned and adjusted for coverage and cleared of any foreign materials. All valves shall be properly adjusted. Sprinkler controller valve chart shall be checked for accuracy.
- L. At the end of the Maintenance Period, a final observation shall be made by the Contractor and District to check out the entire system.
- M. Final inspection prior to acceptance:
 - 1. Operate each system in its entirety for PVRPD at time of final inspection. Rework any items deemed not acceptable to PVRPD.
 - 2. Deliver all accessories, charts, record drawings, and equipment as required before final inspection.

1.08 GUARANTEE

- A. The entire sprinkler system shall be guaranteed for a period of one (1) year from date of final acceptance.
- B. Should any portion of the irrigation system malfunction due to poor workmanship or defective materials, corrections shall be promptly made by the Contractor at his own expense.
- C. Any damage to paving, plating, or other developments due to the settlements of improperly compacted trench soil, shall also be promptly repaired at the Contractor's expense, to the satisfaction of PVRPD.

PART 2 PRODUCTS

2.01 GENERAL

- A. Irrigation materials shall be in accordance with Subsection 212-2 in the SSPWC "Greenbook" and as specified herein.
- B. The irrigation products specified on the drawings in these specifications are selected to match existing products in use. Substitutions are permitted only when product name is followed by or equal.

- C. Use only new materials of brands and types as noted on the drawings and as specified.

2.02 CONTROL WIRES

24 volt conductors shall be U.F. type, solid wire, U.L. approved for direct burial. Minimum size shall be 14 Ga. or as noted on drawings, used to connect remote control valve solenoids to sprinkler auto controller.

2.03 PVC MAIN LINE FITTINGS

Main line fittings for all pipe sizes shall be Schedule 80 PVC solvent weld fittings.

2.04 LATERAL NON-PRESSURE LINE FITTINGS

Lateral Non-Pressure Line Fittings shall be Schedule 40 PVC, Type 1, Grade 1, Cell Classification 1244-B, side gated, Lasco or equal.

2.05 PVC FLANGE FITTINGS

Flange Fittings shall be PVC Schedule 80, Type 1, Grade 1, Loose Ringer, ANSI Class 150 Flange, Lasco series 954 or approved equal, with full face $\frac{1}{8}$ " thick elastomeric gasket, 5-70 Shore A hardness.

2.06 QUICK COUPLING VALVES

Quick Coupling Valves shall be Red Brass body and bonnet, 1" size, locking thermoplastic cover, colored yellow, Rain Bird 44RCP. No known equal.

2.07 NIPPLES AND RISERS

Nipples and Risers shall be PVC Schedule 80.

2.08 MAIN LINE PIPE

- A. Mainline pipe sized 4" to 2", shall be Class 315 PVC, solvent weld pipe, white in color, conforming to ASTM D-1785; Pacific Plastics, JM Eagle, Crestline, or equal.
- B. Mainline pipe, 1 $\frac{1}{2}$ " size or less, shall be Schedule 40 PVC pipe, solvent weld, white in color, conforming with ASTM D-1785; Pacific Plastics, JM Eagle, Crestline, or equal.

2.09 LATERAL PIPE

Lateral pipe shall be Schedule 40 PVC pipe, solvent weld, white in color, conforming with ASTM D-1785; Pacific Plastics, JM Eagle, Crestline, or equal.

PART 3 EXECUTION

3.01 GENERAL

Irrigation materials shall be in accordance with Subsection 308-5 in the SSPWC "Greenbook" and as specified herein.

3.02 WORKMANSHIP AND INSTALLATION.

A. Layout and Adjustments

1. The drawings are diagrammatic to the extent that many offsets, special fittings and exact locations of the equipment are not shown. The locations of all valves, heads, lines, etc., shall be installed, however, as accurately as possible to the locations that are indicated on the drawings.
2. The locations of main lines are indicated as bordering walks, curbs and fences shall be placed as close as possible. Locate lines within planting areas wherever possible.
3. All indicated locations of heads and equipment are placed with careful consideration to overlap, protection of the premises, lights, proposed tree locations and general layout. Coordinate installation of sprinkler irrigation materials, including pipe, so there is no interference with utilities, other construction, or difficulty in planting trees and shrubs. Layout sprinkler heads and make any minor adjustments required due to differences between site and drawings. Adjustments shall be accomplished, maintaining proper sprinkler head coverage and overlap of sprinkler throws.

B. Connections

1. All connections shall be made into existing lines as indicated on the drawings.
2. Field verify existing line types in the field.

C. Cutting and Patching

1. When piping crosses concrete paving and asphalt paving, sawcutting is required. Cut AC paving and/or concrete with concrete sawcutting tools straight and in those locations approved by PVRPD.
2. Remove concrete and/or AC, base and soil to the required depth for mainlines.
3. Concrete walks shall be backfilled entirely with compacted sand. Compact to 95% and patched with new concrete.
4. AC paving shall be backfilled entirely with a 1-sac sand slurry mix. Compact to 95% and patch with new AC paving.
5. Concrete paving shall be received medium broom finish.
6. Remove from site any excavated soil.

D. Trenching and Backfilling

1. Trench and excavate as necessary to install the system. Excavated material shall be neatly arranged so as to cause a minimum of inconvenience to pedestrian and vehicular traffic. No soil shall be placed on concrete paving without an adequate moisture proof membrane to protect paving.

2. Trenches for all pipe shall be open vertical construction with firm level bottom and sufficiently wide to provide free working space around the work installed and to provide ample space for backfilling and tamping.
3. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
 - a) Mains and control wires: 24-inches minimum cover.
 - b) PVC laterals: 12-inches minimum cover.
4. When two (2) pipes are to be placed in the same trench, provide a minimum of 6-inch horizontal clearance. Place pipe side by side; do not install one pipe on top of another.
5. After the installation is complete and the required tests and inspections have been made and approved, the excavations and trenches shall be backfilled with clean soil, free of rubbish, rocks, and pebbles larger than one-half inch.

E. Plastic Pipe

1. Do not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.
2. Install assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice.
3. Clean PVC pipe and fittings before installation. For solvent weld pipe use installation and solvent welding methods as recommended by the pipe and fitting manufacturer. For gasketed pipe installation follow detailed assembly instructions furnished by the manufacturer.
4. On PVC to metal connections, work the metal connections first. Use non-hardening sealant on all threaded joints. Screw hand tight and ½ turn by wrench. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.
5. Pipe shall have a firm, uniform bearing, for the entire length of each pipeline, to prevent uneven settlement. Pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction. One additional foot per 100 foot of pipe is the minimum allowance for snaking. Never lay PVC pipe when there is water in the trench or when the temperature is 32° F or below.
6. Use 45° fittings at all changes in depth of pipe. Coupling to be of same materials and wall thickness as pipe.

F. Sprinkler Controller

1. Sprinkler automatic controller is existing. Protect in place.
2. When installing additional 14-gauge wires, attach to auto controller as per Manufacturer's specifications.

G. Sprinkler Heads

1. Prior to installing heads, flush laterals and risers with full line pressure. Repeat whenever system is opened up for repairs or replacements. Start flushing operation at the highest point of delivery and work to the lowest.
2. Align all part circle heads so that no spray shall hit building walls or concrete paving.

3. Adjust all spray nozzles so that there will be no amount of overspray, and so that the entire set will be as evenly balanced as possible.
4. Install with each lawn area sprinkler head, a "Triple Swing" joint with Schedule 80 PVC nipples and threaded ells.
5. Install all tree bubblers and drip emitters on PVC flexible hose with two (2) solvent weld male adapters.

3.03 CONTROL WIRES AND CABLES

- A. Unless otherwise specified, connections between controller and remote control valves shall be made with direct burial 14-gauge wire, manufactured by Paige Electrical, or equal.
- B. Between controller and remote control valves, use a continuous cable. All cable splices shall be made with 3M Model DBR-Y6 waterproof wire connectors, or approved equal.
- C. Wiring shall occupy the same trench and shall be installed along the same route as the pressure supply line wherever possible or as indicated on Plan.
- D. An expansion loop of twelve inches shall be provided at each wire connection and/or directional turn, with all wire pull boxes.

3.04 PIPE RESTRAINTS

Mainline piping 4" to 2" in size shall be provided with concrete thrust blocks to support all directional turn fittings. Install per AWWD Standards.

3.05 FIELD QUALITY CONTROL

- A. Adjustment to System
 1. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walk, roadways, and buildings wherever possible.
 2. Select the best degree of arc to fit existing site conditions.
 3. Set all sprinkler heads perpendicular to finished grades unless other designated on the drawings.

3.06 TESTING AND INSPECTION

- A. Do not allow or cause any work of this section to be covered up or enclosed until it has been inspected, tested, and approved by PVRPD. Before backfilling the main line, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline, and repair all leaks. Flush out each section of lateral pipe before emitters are attached.
- B. Make all necessary provisions for thoroughly bleeding the line of air and debris. Before testing, fill the line with water for a period of at least 24 hours.

3.07 FINAL INSPECTION

Thoroughly clean, adjust and balance all systems. Demonstrate the entire system to PVRPD proving that all remote control valves are properly balanced, that all emitters are properly flowing, and that the entire system is installed and is workable, clean, and efficient.

END OF SECTION 32 84 23

SCOPE OF WORK

IN GENERAL THE SCOPE OF WORK INCLUDES THE REPLACEMENT OF THE EXISTING CHILDREN'S PLAYGROUND EQUIPMENT AND ADULT EXERCISE EQUIPMENT WITH NEW CHILDREN'S PLAY GROUND AND ADULT EXERCISE EQUIPMENT MEETING ADA REQUIREMENTS, REMOVAL OF DAMAGED CONCRETE, INSTALLATION OF NEW CONCRETE SIDEWALK, DEMOLITION OF EXISTING BENCHES AND TREES, INSTALLATION OF NEW BENCHES, ROOT PRUNING OF SELECTED REMAINING TREES, AND IRRIGATION SYSTEM IMPROVEMENTS.

APPLICABLE CODES & STANDARDS

2019 CALIFORNIA BUILDING STANDARD ADMINISTRATIVE CODE. TITLE 24 C.C.R.
2019 CALIFORNIA BUILDING CODE - TITLE 24 C.C.R.

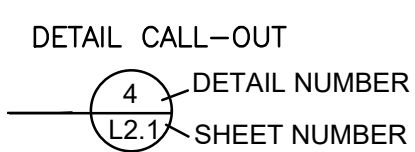
DEVELOPMENT CONSTRUCTION PROGRAM:

THE CONTRACTOR SHALL IMPLEMENT A CONSTRUCTION PROGRAM THAT PREVENTS ILLICIT CONSTRUCTION RELATED DISCHARGES OF POLLUTANTS INTO THE MS4, IMPLEMENTS AND MAINTAINS STRUCTURAL AND NON-STRUCTURAL BMPS TO REDUCE POLLUTANTS IN STORM WATER RUNOFF FROM THE CONSTRUCTION SITE, REDUCE CONSTRUCTION SITE DISCHARGES OF POLLUTANTS FROM THE MS4 TO THE MAXIMUM EXTENT PRACTICAL (MEP) AND PREVENTS CONSTRUCTION SITE DISCHARGES FROM THE MS4 FROM CAUSING OR CONTRIBUTING TO A VIOLATION OF WATER QUALITY STANDARDS.

ABBREVIATIONS

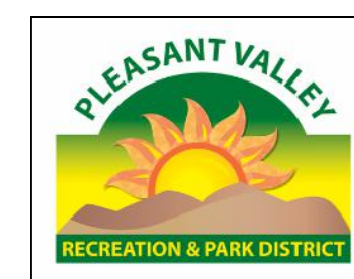
AC	ASPHALT
BLDG.	BUILDING
BTM.	BOTTOM
CONSTR.	CONSTRUCTION
CONC.	CONCRETE
C.A.B	CRUSHED AGGREGATE BASE
C/C	CENTER TO CENTER
CONT.	CONTINUOUS
C.L.	CHAIN LINK
CLR	CLEAR
C.O.	CLEAN OUT
DEG	DEGREE
D.G.	DECOMPOSED GRANITE
DIA.	DIAMETER
(E)	EXISTING
E.G.	EXISTING GRADE
E.J.	EXPANSION JOINT
EQ	EQUAL
F' C =	CONCRETE STRENGTH AS NOTED
F.O.	FACE OF
FIN.	FINISH
FIN. FLR.	FINISH FLOOR
FG	FINISH GRADE
FS	FINISH SURFACE
FTG.	FOOTING
GRD.	GRADE
H.P.	HIGH POINT
INV	INVERT ELEVATION
IRR	IRRIGATION
MAX	MAXIMUM
MID. PT.	MIDDLE POINT
MIN	MINIMUM
M.P.R.	MULTI PURPOSE ROOM
(N)	NEW
NTE	NOT TO EXCEED
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PSI	POUNDS PER SQUARE INCH
R.	RADIUS
STL.	STEEL
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TREE WELL
T&B	TOP AND BOTTOM
VERTS	VERTICAL

SYMBOLS



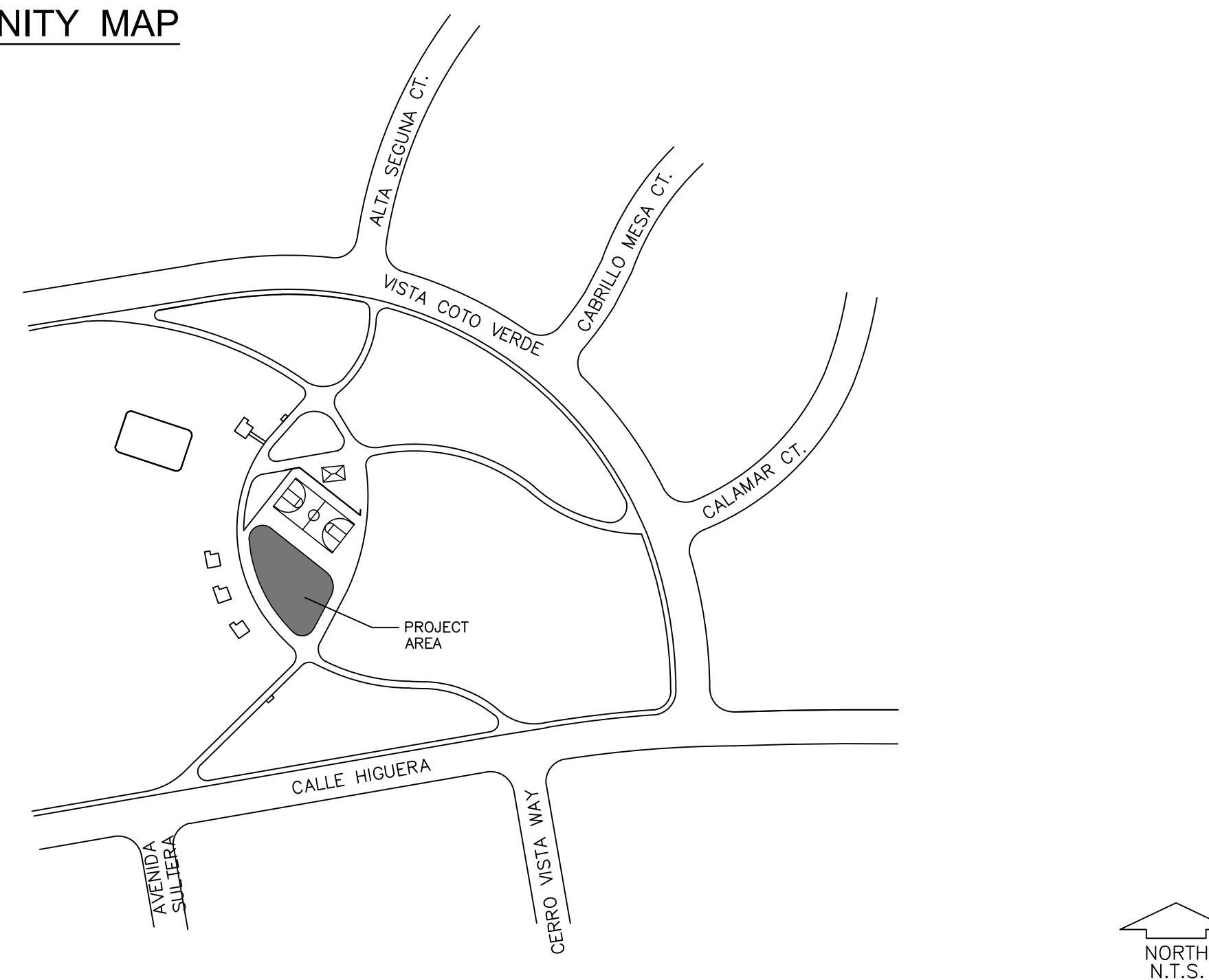
PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 BURNLEY STREET
CAMARILLO, CA 93010



LOKKER PARK
848 VISTA COTO VERDE
CAMARILLO, CA 93010

VICINITY MAP



SCHEDULE OF DRAWINGS

SHEET NO.	SHEET REFERENCE	SHEET TITLE
1	L1.1	COVER SHEET
2	L2.1	EXISTING CONDITIONS AND REMOVALS
3	L3.1	STAKING PLAN
4	L4.1	CONSTRUCTION DETAILS
5	L4.2	CONSTRUCTION DETAILS
6	L5.1	IRRIGATION PLAN
7	L5.2	IRRIGATION LEGEND
8	L6.1	IRRIGATION DETAILS
9	L7.1	PLAY EQUIPMENT LAYOUT
10	L7.2	PLAY EQUIPMENT CONCRETE FOOTING LAYOUT

UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG

CALL : TOLL FREE
1-800-422-4133
OR
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LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVE., VENTURA CA 93001
(805) 642-3641 FAX (805) 653-7874
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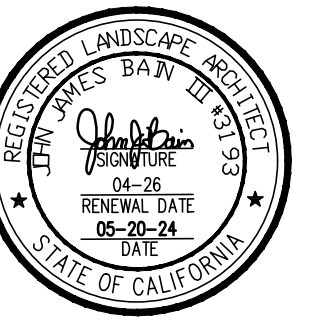
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L1.1
SHEET 1 OF 10
PROJECT No. 23.35

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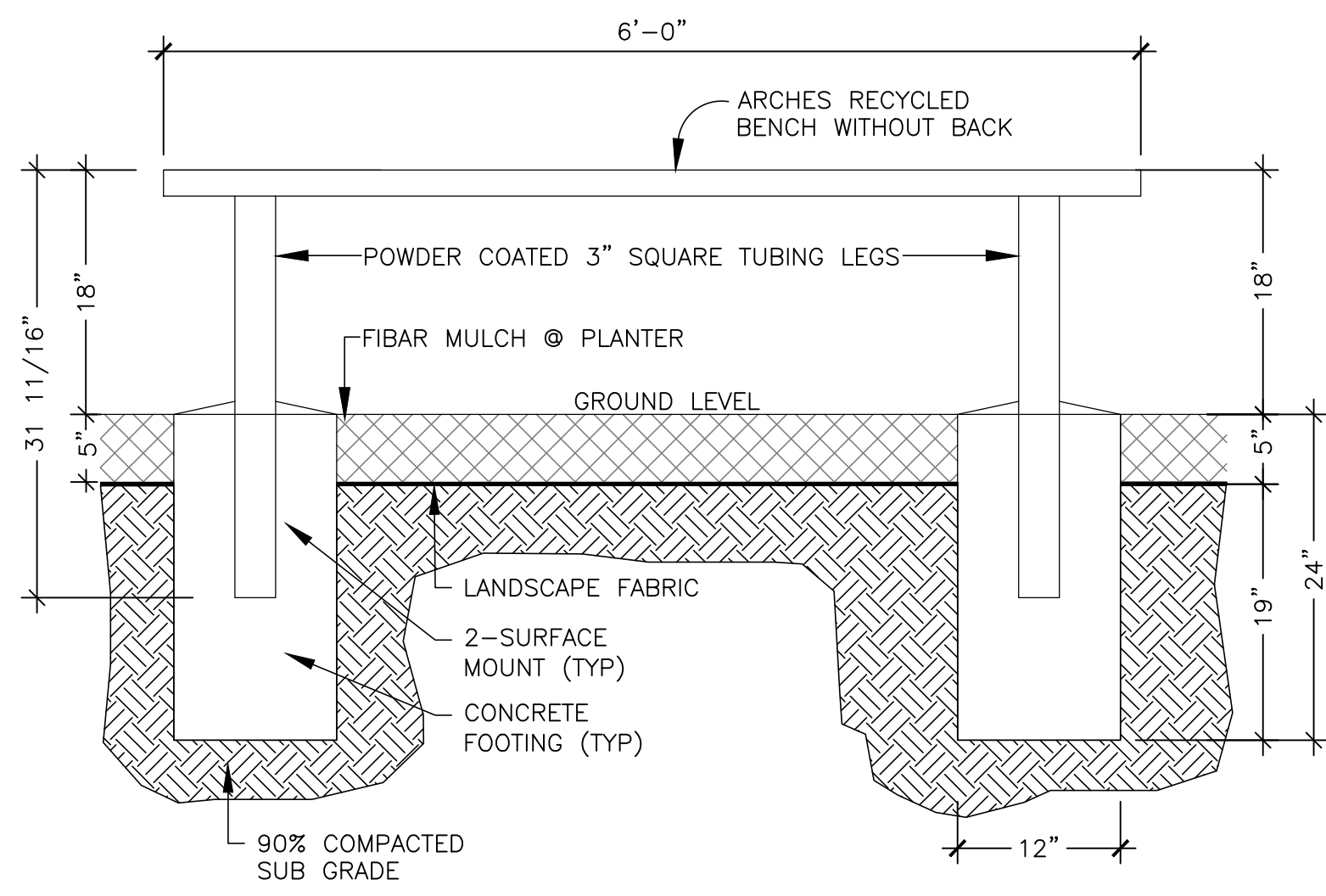
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L4.1

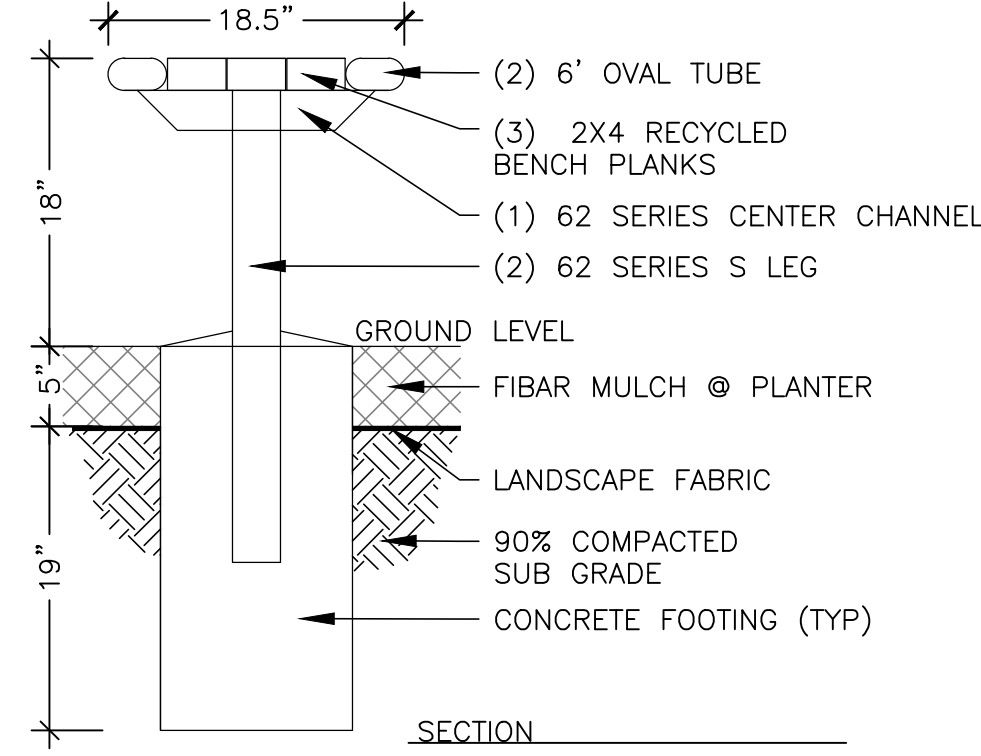
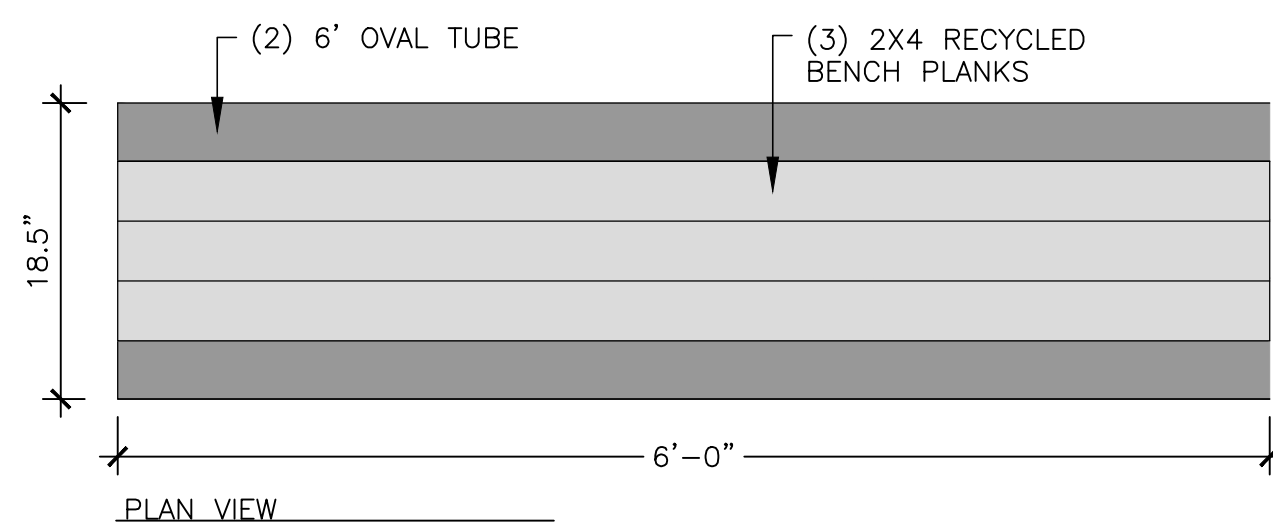
SHEET 4 OF 10
PROJECT No. 23.35

<p>SCORELINE W/ KRAFT #303 AS PER PLAN 4" THICK CONC. PAVING, BROOM FINISH NON-SLIP SURFACE - F'c=3,000 EXPANSION JOINT 1/2" HOMEX 300 AS PER PLAN F.G. 1-1/2" 3" 3" 6" 4" C.A.B. SLOPE C.A.B. TO MATCH FINISH SURFACE OF CONCRETE PAVEMENT. COMPACTED SUBGRADE #4 @ 18" O.C. EA. WAY CENTER IN SLAB</p>	<p>CONCRETE PAVING TOOLED EDGE (TYPICAL) SELF LEVELING POLYURETHANE CAULKING (1/2" DEEP) W.R. MEADOWS SNAP-CAP 1/2" EXPANSION JOINT EXPANSION JOINT DETAIL NTS</p>	<p>CONCRETE PAVING (4" THICK) F'c=3,000 MEDIUM BROOM FINISH #4 @ 16" O.C. EA. WAY, CENTER IN SLAB COLD JOINT (E) CONCRETE 3" 5" 4" 12" 4" C.A.B. 90% COMPACTED SUBGRADE DRILL 5/8" Ø DOWEL INTO (EX) CONCRETE. SET W/ SIMPSON EPOXY SET THICKENED CONCRETE UNDER DOWELS</p>	<p>FIBAR MULCH PLANTER AREA INSTALLED BY CONTRACTOR. 1" 5" GEOTEXTILE FABRIC EXISTING SUB GRADE (E) CONCRETE</p>	<p>1 NEW CONCRETE PAVING</p>	<p>FIBAR MULCH PLANTER AREA INSTALLED BY CONTRACTOR. 1" 5" NEW CONCRETE - SEE DETAIL 1, THIS SHEET 4" GEOTEXTILE FABRIC EXISTING SUB-GRADE</p>	<p>FIBAR MULCH @ PLAYGROUND INSTALLED BY PLAYGROUND INSTALLER. NOT IN CONTRACT. #4 CONT. 8" 1" 1" 12" 5" EXISTING CONCRETE CURB SURROUNDING PLAYGROUND AREA. EXACT DEPTH OF CONCRETE CURB IS UNKNOWN. FIBAR MULCH PLANTER AREA INSTALLED BY CONTRACTOR. ENGINEERING FABRIC BETWEEN SOIL AND 12" DEEP FIBAR LAYER IN PLAYGROUND TO BE INSTALLED BY PLAY EQUIPMENT INSTALLER. THIS WORK IS NOT IN CONTRACT. EXISTING SUB-GRADE GEOTEXTILE FABRIC: CONTRACTOR TO INSTALL GEOTEXTILE FABRIC BETWEEN EXPOSED SOIL AND FIBAR MULCH. STAPLE FABRIC IN PLACE TO EXPOSED SOIL WITH 6" LONG GALV. SOIL STAPLES SPACED 5'-0" O.C.</p>	<p>2 NEW CONCRETE PAVING TO EXISTING CONCRETE</p> <p>3 CONCRETE PAVING ADJACENT TO (E) LAWN AREA</p>	<p>4 FIBAR MULCH @ PLAY AREA AND PLANTING AREA ADJACENT TO (E) CONCRETE</p>	<p>5 FIBAR MULCH @ PLAY AREA AND PLANTING AREA ADJACENT TO NEW CONCRETE</p>	<p>6 FIBAR MULCH @ PLAY AREA ADJACENT TO PLANTER WITH FIBAR MULCH AND (E) CONCRETE CURB</p>	<p>7 NOT USED</p>
<p>8 NOT USED</p>	<p>9 NOT USED</p>	<p>10 NOT USED</p>	<p>11 NOT USED</p>								

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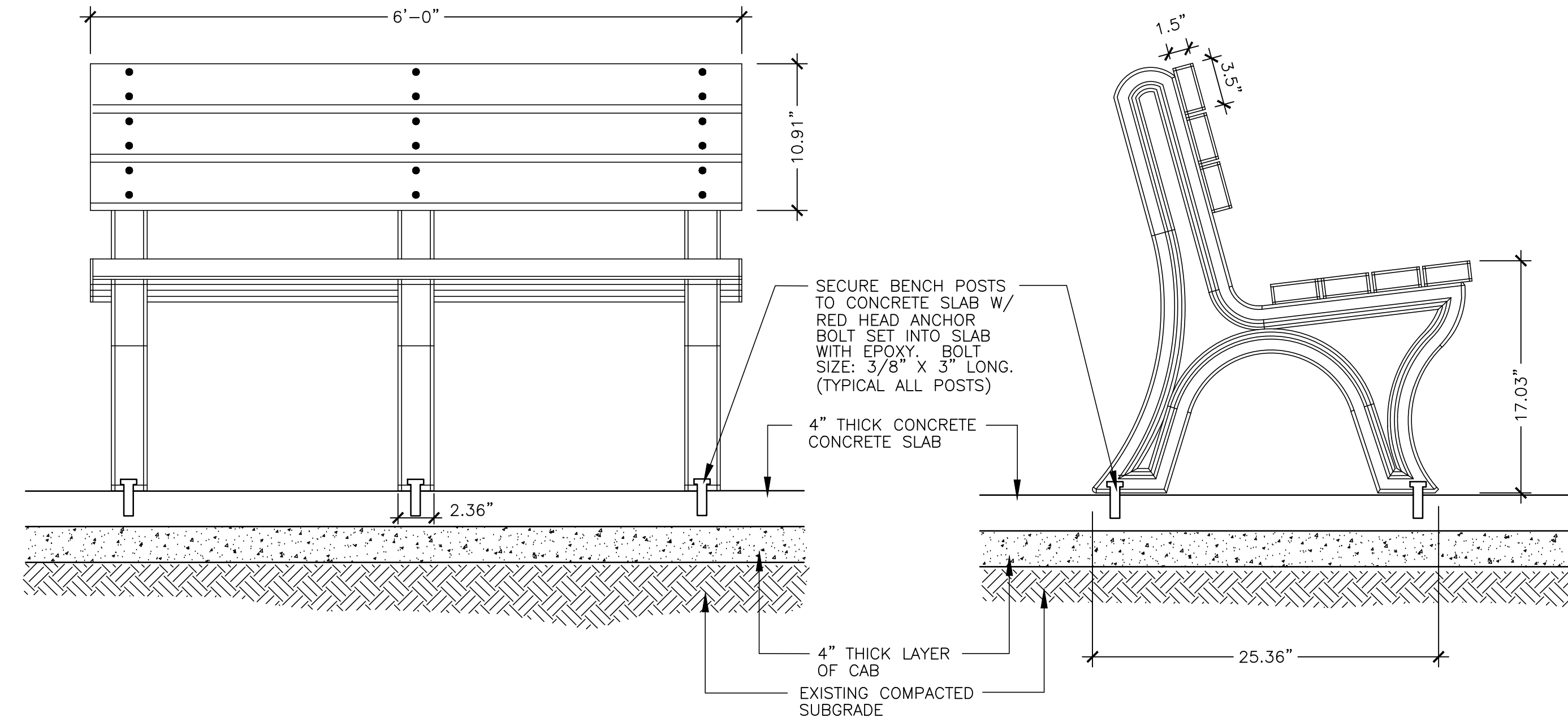
ELEVATION



SECTION

MANUFACTURER:
ULTRA SITE 'RECYCLED BENCH WITHOUT BACK', 952-NATURAL, 6 FEET LONG, INGROUND MOUNT, 4" X 4" RECYCLED PLASTIC PLANK. PLANK COLOR: CEDAR
ITEM NO: '952-NATURAL'

SCALE 1"=1'-0"



BENCH WITH BACK ELEVATION
N.T.S.

BENCH WITH BACK SECTION
N.T.S.

MNFR:
KIRBYBUILT
PLANK COLOR: CEDAR
ITEM NO. - ABC1125W-TK/BK

SCALE = N.T.S.

1 BENCH - WITHOUT BACK

2 BENCH - WITH BACK MOUNTED ON CONCRETE SIDEWALK

3 NOT USED

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NO.	DATE	BY	DESCRIPTION



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1605 Burnley Street
Camarillo, CA. 93010

SHEET TITLE
CONSTRUCTION DETAILS

PROJECT
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848 Vista Coto Verde
Camarillo, CA 93010

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CITY REVIEW:	5-20-24
BID:	
CONSTRUCTION:	

DRAWING

L4.2

SHEET 5 OF 10
PROJECT No. 23.35

649/1022

IRRIGATION PROJECT NOTES

- PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR AND THE P.V.R.P.D. REPRESENTATIVE SHALL PARTICIPATE IN A THOROUGH IRRIGATION SYSTEM REVIEW OF THE PROJECT SITE. ALL REMOTE CONTROL VALVES IDENTIFIED TO BE PROTECTED IN PLACE SHALL BE TURNED ON AND OBSERVED IN OPERATION BY BOTH THE CONTRACTOR AND P.V.R.P.D. REPRESENTATIVE WITHIN AND ADJACENT TO THE DEFINED SCOPE OF WORK. ANY EXISTING DEFECTS WILL BE LISTED IN DETAIL IDENTIFYING THE SPECIFIC VALVE STATION NUMBER AND DESCRIBING THE EXACT BROKEN OR NON FUNCTIONING IRRIGATION COMPONENT NOTED DURING THE SITE REVIEW. AT THE CONCLUSION OF THE IRRIGATION REVIEW, THE CONTRACTOR SHALL GENERATE A SUMMARY OF THE ITEMS IDENTIFIED BY BOTH PARTIES LISTING ALL REMOTE CONTROL VALVES OPERATED, IDENTIFYING IF THE VALVE PERFORMED WITHOUT ANY DEFECTS OR SPECIFICALLY IDENTIFYING ANY OBSERVED DEFECTS OR NON FUNCTIONING COMPONENTS, SUCH AS BROKEN HEADS, CLOGGED NOZZLES, NON OPERATING VALVE SOLENOID, BROKEN PIPING, OR OTHER NOTED DEFECT. THE COMPLETED SUMMARY OF ITEMS NOTED SHALL BE LISTED ON A DOCUMENT CALLED "EXISTING IRRIGATION SYSTEM OBSERVATIONS". THIS DOCUMENT SHALL BE SIGNED BY THE CONTRACTOR AND SUBMITTED TO THE P.V.R.P.D. REPRESENTATIVE FOR A CONFIRMING SIGNATURE. THE MUTUALLY SIGNED "EXISTING IRRIGATION SYSTEM OBSERVATIONS DOCUMENT" SHALL BE SENT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR USE DURING INSPECTION PURPOSES AT THE CONCLUSION OF THE CONSTRUCTION WORK. IF REQUESTED BY THE P.V.R.P.D. REPRESENTATIVE, THE CONTRACTOR SHALL PROVIDE A LIST OF THE EXISTING DEFECTIVE IRRIGATION COMPONENTS NOTED WITH A DETAILED WRITTEN PROPOSAL TO REPAIR EACH ITEM IDENTIFIED ON THE LIST. A COPY OF THIS PROPOSAL WILL BE SENT TO THE LANDSCAPE ARCHITECT. THIS ADDITIONAL WORK PROPOSAL MUST BE REVIEWED AND APPROVED IN WRITING BY THE P.V.R.P.D. AND FORMALLY PRESENTED TO THE GENERAL CONTRACTOR BEFORE THE LANDSCAPE SUB-CONTRACTOR CAN BEGIN ANY ADDITIONAL IRRIGATION REPAIR WORK. THE MUTUALLY SIGNED "EXISTING IRRIGATION SYSTEM OBSERVATION DOCUMENT" SHALL BE USED AS A GUIDE TO IDENTIFY ANY COLLATERAL DAMAGE CAUSED TO THE EXISTING IRRIGATION SYSTEM AS A RESULT OF NEW CONSTRUCTION PERFORMED ON SITE BY THE CONTRACTORS. ANY DAMAGE CAUSED TO THE EXISTING IRRIGATION SYSTEM THAT IS NOT SPECIFICALLY IDENTIFIED ON THE "EXISTING IRRIGATION SYSTEM OBSERVATION DOCUMENT" SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THAT THE CONTRACTOR DOES NOT PARTICIPATE OR PERFORM THE EXISTING IRRIGATION SITE REVIEW, ANY EXISTING IRRIGATION EQUIPMENT DAMAGED OR NOT FUNCTIONING TO MANUFACTURER'S SPECIFICATIONS ON THE PROJECT SITE NOTED BY THE LANDSCAPE ARCHITECT DURING THE FINAL IRRIGATION SYSTEM REVIEW, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR EXPENSE AND TO THE SATISFACTION OF THE P.V.R.P.D. REPRESENTATIVE.
- FIELD VERIFY EXISTING STATIC WATER PRESSURE AND NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK.
- CONTACT DIG ALERT AT 1-800-227-2600 TO IDENTIFY AND LOCATE ALL ON-SITE UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL COORDINATE WITH THE PLEASANT VALLEY RECREATION AND PARK DISTRICT (P.V.R.P.D.) REPRESENTATIVE AND REVIEW THE EXISTING SITE PRIOR TO BEGINNING WORK TO AVOID CONFLICTS WITH FUTURE CONSTRUCTION.
- PROTECT IN PLACE AND KEEP IN WORKING CONDITION ALL EXISTING IRRIGATION SYSTEMS NOT A PART OF THIS WORK. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING MAINLINE SEGMENT, LATERAL, IRRIGATION CONTROL WIRE, HYDRAULIC TUBING, REMOTE CONTROL VALVE, VALVE BOX, QUICK COUPLER, OR ANY OTHER IRRIGATION SYSTEM COMPONENT DAMAGED DURING THE RENOVATION PROCESS. ADJACENT FUNCTIONING IRRIGATION SYSTEM COMPONENTS MUST BE KEPT IN WORKING CONDITION TO MAINTAIN THE HEALTH AND VIGOR OF THE EXISTING TURF AND LANDSCAPE PLANTINGS. PROLONGED LACK OF WATER TO THESE PLANTERS AS A RESULT OF NEW CONSTRUCTION WORK THAT RESULTS IN THE LOSS OF TURF OR PLANTS SHALL BE REPLACED BY THE CONTRACTOR AT THEIR COST AND TO THE SATISFACTION OF THE P.V.R.P.D.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TRENCH SETTLING OR IRRIGATION HEAD SETTLING. ALL TRENCHES WILL BE BACK FILLED WITH CLEAN SOIL, COMPACTED AND PLANTED WITH APPROVED SEED OR PLANT MATERIAL AS PER PLAN. ALL HEADS THAT SETTLE WILL BE RAISED TO 1/2" ABOVE FINISH GRADE OR AS DIRECTED BY EITHER THE LANDSCAPE ARCHITECT OR P.V.R.P.D. REPRESENTATIVE. PROVIDE ADDITIONAL SOIL AS NECESSARY AND HAND TAMP AROUND HEAD TO PREVENT FUTURE SETTLING.
- SLEEVE ALL PVC IRRIGATION PIPES AND WIRES INSTALLED UNDER PAVING. MAINLINE SLEEVES SHALL BE SIZED AS PER LEGEND ON PLAN. SEE SPECIFICATIONS AND IRRIGATION SLEEVING SCHEDULE FOR ADDITIONAL INFORMATION.
- THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN LANDSCAPE PLANTERS WHENEVER POSSIBLE.
- ALL SPRINKLER HEADS SPECIFIED ON THIS PROJECT ARE EQUIPPED WITH FACTORY INSTALLED CHECK VALVES IN THE SPRINKLER BODY. IN THE EVENT THAT LOW HEAD DRAINAGE STILL OCCURS, THE CONTRACTOR SHALL INSTALL INLINE SWING CHECK OR SPRING LOADED CHECK VALVES ON THE PVC LATERALS TO PREVENT LOW HEAD DRAINAGE. ANY INLINE CHECK VALVE INSTALLED ON PVC LATERALS MUST BE FURNISHED WITH A 10" ROUND PLASTIC VALVE BOX WITH A LOCKING GREEN PLASTIC LID.
- IF REQUIRED, ANY VALVE BOXES INSTALLED IN CONCRETE OR ASPHALT PAVING SHALL BE TRAFFIC RATED CONCRETE BOXES (13-1/4"W X 24-1/4"L X 12"D) WITH CONCRETE LIDS. BOXES SHALL BE MANUFACTURED BY OLDCASTLE PRE-CAST, BOX MODEL N30BOX, LID MODEL B30D, CONCRETE BOX EXTENSION MODEL B30X12, OR CHRISTY CONCRETE BOX EQUIVALENT. SEE SPECIFICATIONS AND DETAILS FOR ALL PLASTIC VALVE BOXES SIZES REQUIRED FOR INSTALLATION INTO SOIL PLANTERS.
- USE ONLY SCH. 80 PVC NIPPLES WHEN INSTALLING VALVES REQUIRING THREADED FITTINGS. SCH. 40 PVC MALE ADAPTERS DIRECTLY INTO THE REMOTE CONTROL VALVE BODIES SHALL NOT BE PERMITTED ON ANY REMOTE CONTROL VALVE ASSEMBLY, OR ANY OTHER TYPE OF VALVE ASSEMBLY.
- MAKE ALL REQUIRED ADJUSTMENTS TO BOTH EXISTING AND NEW SPRINKLER HEADS, INSTALLED OR SIMPLY IMPACTED BY THE NEW CONSTRUCTION WORK, TO PREVENT ANY IRRIGATION WATER FROM OVER SPRAYING ON TO ADJACENT PAVEMENT OR BUILDINGS. MAKE ANY NOZZLE REPLACEMENTS AS REQUESTED BY EITHER THE LANDSCAPE ARCHITECT OR P.V.R.P.D. REPRESENTATIVE TO IMPROVE IRRIGATION COVERAGE OR TO BALANCE PRECIPITATION RATE TO LANDSCAPE PLANTER AS PART OF BASE BID.
- HEAT STAMP OR "BRAND" INTO THE PLASTIC REMOTE CONTROL VALVE BOX LIDS THE NEW VALVE STATION NUMBER AND RELATED NEW AUTO CONTROLLER LETTER, PROVIDE CHRISTY STANDARD SIZE I.D. TAGS CONNECTED TO ALL NEW REMOTE CONTROL VALVE SOLENOIDS WITH STATION NUMBER AND RELATED EXISTING OR NEW AUTO CONTROLLER IDENTIFICATION LETTER.
- ALL WATER TIGHT CONNECTORS USED TO SPLICE 14-GAUGE WIRES TO REMOTE CONTROL VALVE SOLENOIDS OR TO REPAIR BROKEN EXISTING REMOTE CONTROL VALVE WIRES ON THIS PROJECT SHALL BE MANUFACTURED BY 3M COMPANY, MODEL DBR-Y6 SERIES, OR P.V.R.P.D. APPROVED EQUAL.
- INSTALL ALL IRRIGATION REMOTE CONTROL VALVES, SCH. 80 PVC BALL VALVES, GATE VALVES, QUICK COUPLERS, OR ANY WIRE PULL / SPLICE BOX A MINIMUM DISTANCE OF 10'-0" FROM ALL NEW OR EXISTING TREE TRUNK LOCATIONS ILLUSTRATED ON PLANTING PLAN. CONFIRM LAYOUT OF EXISTING OR NEW TREE LOCATIONS PRIOR TO INSTALLING ANY VALVE. VERIFY THE PROPOSED REMOTE CONTROL VALVE OR BALL VALVE LOCATION WITH THE P.V.R.P.D. REPRESENTATIVE IN THE FIELD PRIOR TO INSTALLATION.
- EXISTING IMPROVEMENTS WITHIN THE WORK AREAS SHALL REMAIN AND BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED. DAMAGE TO EXISTING IMPROVEMENTS, SUCH AS, BUT NOT LIMITED TO, CONCRETE SIDEWALKS OR FLATWORK, CONCRETE CURBS, ASPHALT PAVEMENT, OR ANY OTHER EXISTING SITE UTILITY, SHALL BE REPLACED IN KIND TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- UTILITIES MAY HAVE BEEN OMITTED ON THE IRRIGATION SHEETS. REVIEW CIVIL ENGINEER'S DRAWINGS OR P.V.R.P.D. "AS-BUILT" UTILITY RECORD DRAWINGS PRIOR TO BEGINNING WORK. EXERCISE CARE IN EXCAVATION WHILE PROTECTING EXISTING UTILITIES IN PLACE.
- THE IRRIGATION DESIGN HAS BEEN CREATED USING A SITE SURVEY OF THE PARK SITE AS WELL AS FIELD MEASUREMENTS MADE BY THE LANDSCAPE ARCHITECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING LOCATIONS OF THE EXISTING REMOTE CONTROL VALVES IDENTIFIED ON THE PLANS AS TO BE PROTECTED IN PLACE IN THE FIELD. INCORPORATE ANY ADDITIONAL LABOR OR MATERIALS NEEDED TO COMPLETE THE DESIGN INTENT AS ILLUSTRATED ON THE BID DOCUMENTS. THIS SITE EVALUATION BY THE CONTRACTOR SHALL OCCUR PRIOR TO THE FINAL PROJECT BID IS SUBMITTED TO THE DISTRICT FOR CONSIDERATION. THE CONTRACTOR'S FINAL PRICE MUST INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE PROJECT BASED ON THE CONTRACT BID DOCUMENTS AND ANY ADDITIONAL LABOR AND MATERIALS NEEDED TO COMPLETE THE PROJECT BASED ON THE CONTRACTOR'S SITE OBSERVATIONS.

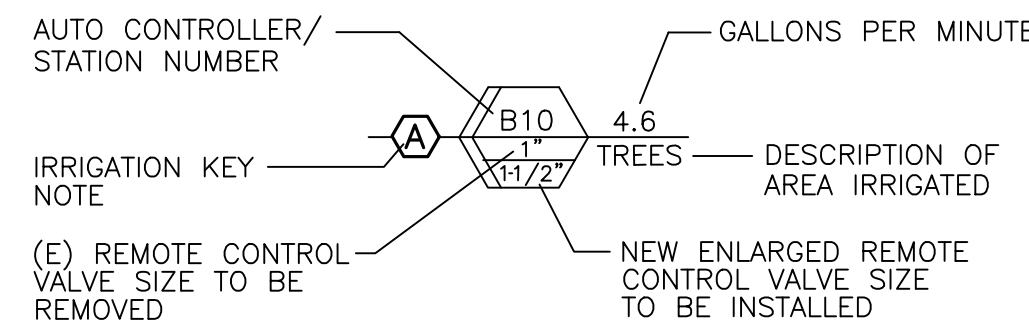
IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL / REMARKS	DETAIL / SHEET							
-----	SLEEVING	PACIFIC PLASTICS	CLASS 200 PVC / SCH. 40 PVC - 24" BELOW GRADE - SEE SLEEVING SCH. FOR SLEEVE TYPE AND SIZE	1, 5 / L7.1							
-----	EXISTING MAINLINE	UNKNOWN	CLASS 315 PVC - 3" AND GREATER - SOLVENT WELD - 24" BELOW GRADE - VERIFY EXACT DEPTH & LOCATION IN THE FIELD	N.A.							
-----	EXISTING LATERAL	UNKNOWN	SCH. 40 PVC - SOLVENT WELD - 12" BELOW GRADE - VERIFY EXACT DEPTH & LOCATION IN THE FIELD	N.A.							
-----	NEW LATERAL	PACIFIC PLASTICS	SCH. 40 PVC - SIZES NOTED - SOLVENT WELD - 12" BELOW GRADE	1 / L7.1							
⊕	(E) REMOTE CONTROL VALVE	RAIN BIRD	EXISTING REMOTE CONTROL VALVE TO BE PROTECTED IN PLACE	N.A.							
⊕	(N) REMOTE CONTROL VALVE	RAIN BIRD	EFB-CP SERIES - SIZES NOTED - IN A JUMBO RECTANGULAR VALVE BOX	2 / L7.1							
⊕	EXISTING GATE VALVE	NIBCO	T-113 SERIES - LINE SIZE - IN STANDARD GREEN VALVE BOX - PROTECT IN PLACE	N.A.							
⊕	EXISTING QUICK COUPLER	RAIN BIRD	44RC - 1" SIZE - INSTALLED IN A 10" GREEN ROUND VALVE BOX	N.A.							
Q T H TT TO F	DESCRIPTION	MANUFACTURER	MODEL / REMARKS	PSI	RAD	GPM	GPM	GPM	GPM	GPM	GPM
⊕	POP UP TREE SPRAY	HUNTER	PROS-06-PRS30-CV-6A NOZZLE	30	6	0.37	0.44	0.60			
⊕	(E) POP UP SPRINKLER	UNKNOWN	FIELD VERIFY EXACT MODEL NUMBER - PROTECT ON PLACE - REPLACE IF DAMAGED								3, 4 / L7.1

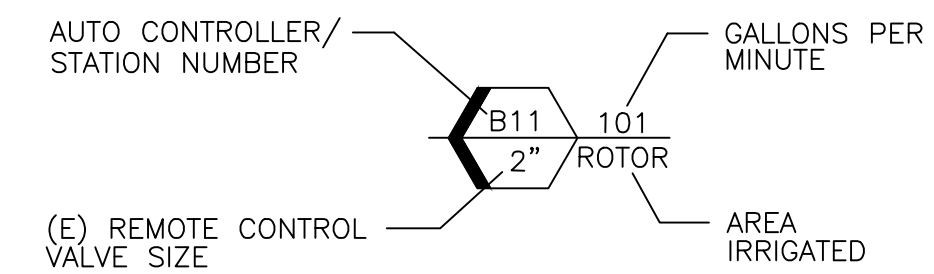
PROJECT KEY NOTES

- A** IRRIGATION POINT OF CONNECTION 'B' - REPLACE EXISTING REMOTE CONTROL VALVE WITH LARGER VALVE ASSEMBLY. LOCATE EXISTING REMOTE CONTROL VALVE IN A PLASTIC VALVE BOX IN LANDSCAPE PLANTER. EXCAVATE AROUND EXISTING REMOTE CONTROL VALVE AND VALVE BOX. REMOVE AND DISPOSE OF EXISTING VALVE BOX. REMOVE EXISTING REMOTE CONTROL VALVE WITH ALL EXISTING FITTINGS AND NIPPLES TO EXISTING MAINLINE. CUT EXISTING 3" PVC MAINLINE AND REMOVE EXISTING VALVE SUPPLY FITTING FROM MAINLINE. INSTALL NEW LINE SIZE SCH. 40 PVC SLIP FIX FITTING WITH 3"x3"x1-1/2" TEE. INSTALL NEW FITTINGS, NIPPLES, AND ALL COMPONENTS AS IDENTIFIED IN REMOTE CONTROL VALVE DETAIL TO REPLACE EXISTING VALVE WITH A NEW 1-1/2" SIZE RAIN BIRD EFB-CP SERIES REMOTE CONTROL VALVE. INSTALL NEW 3M WIRE CONNECTORS AND CONNECT EXISTING 14-GAUGE WIRES TO NEW REMOTE CONTROL VALVE SOLENOID. INSTALL NEW SCH. 40 PVC LATERAL SEGMENT AND CONNECT TO THE EXISTING PVC LATERAL LINE. TRENCH AND INSTALL NEW SCH. 40 PVC LATERAL PIPING SYSTEM WITH SLEEVES UNDER ALL NEW SIDEWALK SEGMENTS WITH NEW POP UP TREE SPRAY HEADS AS PER PLAN. RECONNECT EXISTING SEVERED 3/4" PVC LATERAL PIPE SUPPLYING WATER TO (2) EXISTING TREES NORTH OF PROJECT SITE. INSTALL NEW PLASTIC RECTANGULAR VALVE BOX WITH HEAT STAMPED STATION NUMBER ON VALVE BOX LID. INSTALL A NEW STANDARD YELLOW CHRISTY ID TAG ON VALVE SOLENOID. CONFIRM WITH P.V.R.P.D. REPRESENTATIVE THE EXACT VALVE STATION NUMBER DESIRED FOR THE NEW REMOTE CONTROL VALVE PRIOR TO PURCHASING CHRISTY ID TAGS AND HEAT STAMPING VALVE BOX LID.

NEW REMOTE CONTROL VALVE INSTALLED ON (E) MAINLINE KEY



EXISTING REMOTE CONTROL VALVE KEY PROTECT IN PLACE



IRRIGATION SLEEVING SCHEDULE

ALL SLEEVES TO BE INSTALLED 24" BELOW GRADE	
MAINLINE OR / LATERAL PIPE SIZE	SLEEVE SIZE REQUIRED
3/4" SCH. 40 PVC	1 1/2" SCH. 40 PVC
1" SCH. 40 PVC	2" SCH. 40 PVC
1-1/4" SCH. 40 PVC	2 1/2" SCH. 40 PVC
1-1/2" SCH. 40 PVC	3" CLASS 200 PVC
2" CLASS 315 / SCH. 40 PVC	4" CLASS 200 PVC
2 1/2" CLASS 315 / SCH. 40 PVC	4" CLASS 200 PVC
3" CLASS 315 / SCH. 40 PVC	6" CLASS 200 PVC
4" CLASS 315 / SCH. 40 PVC	6" CLASS 200 PVC

NOTE:
USE THIS SLEEVING SCHEDULE FOR ANY PIPING NOT IDENTIFIED ON IRRIGATION PLAN.

UNDERGROUND SERVICE ALERT

CALL BEFORE YOU DIG

CALL : TOLL FREE
1-800-422-4133
OR
811

TWO WORKING DAYS BEFORE YOU DIG

JORDAN & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVE., VENTURA CA 93001
(805) 642-3641 FAX (805) 653-7874

Jordan, Gilbert & Bain Landscape Architects, Inc. © 2018

REVISIONS	NO.	DATE	BY	DESCRIPTION



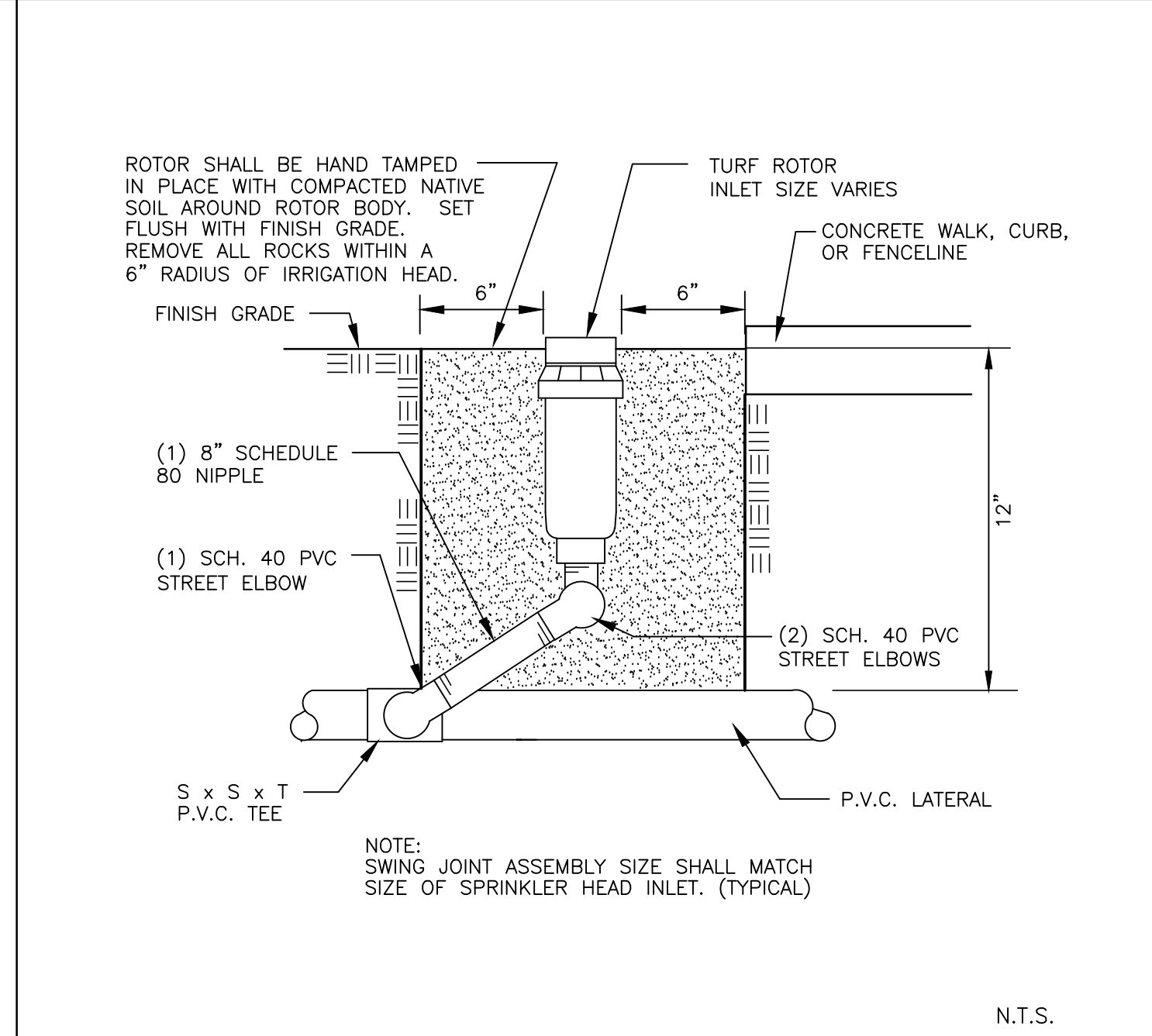
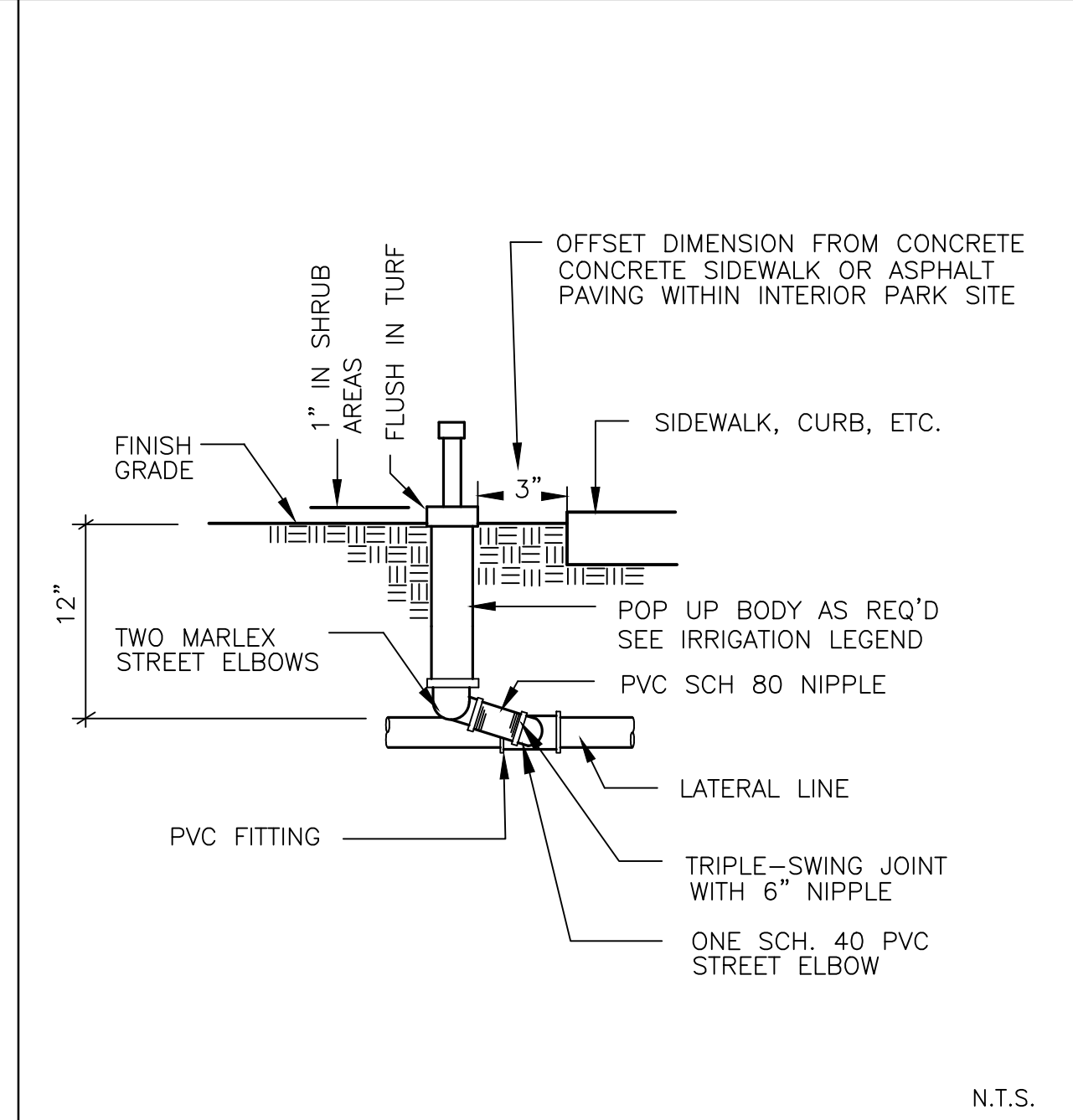
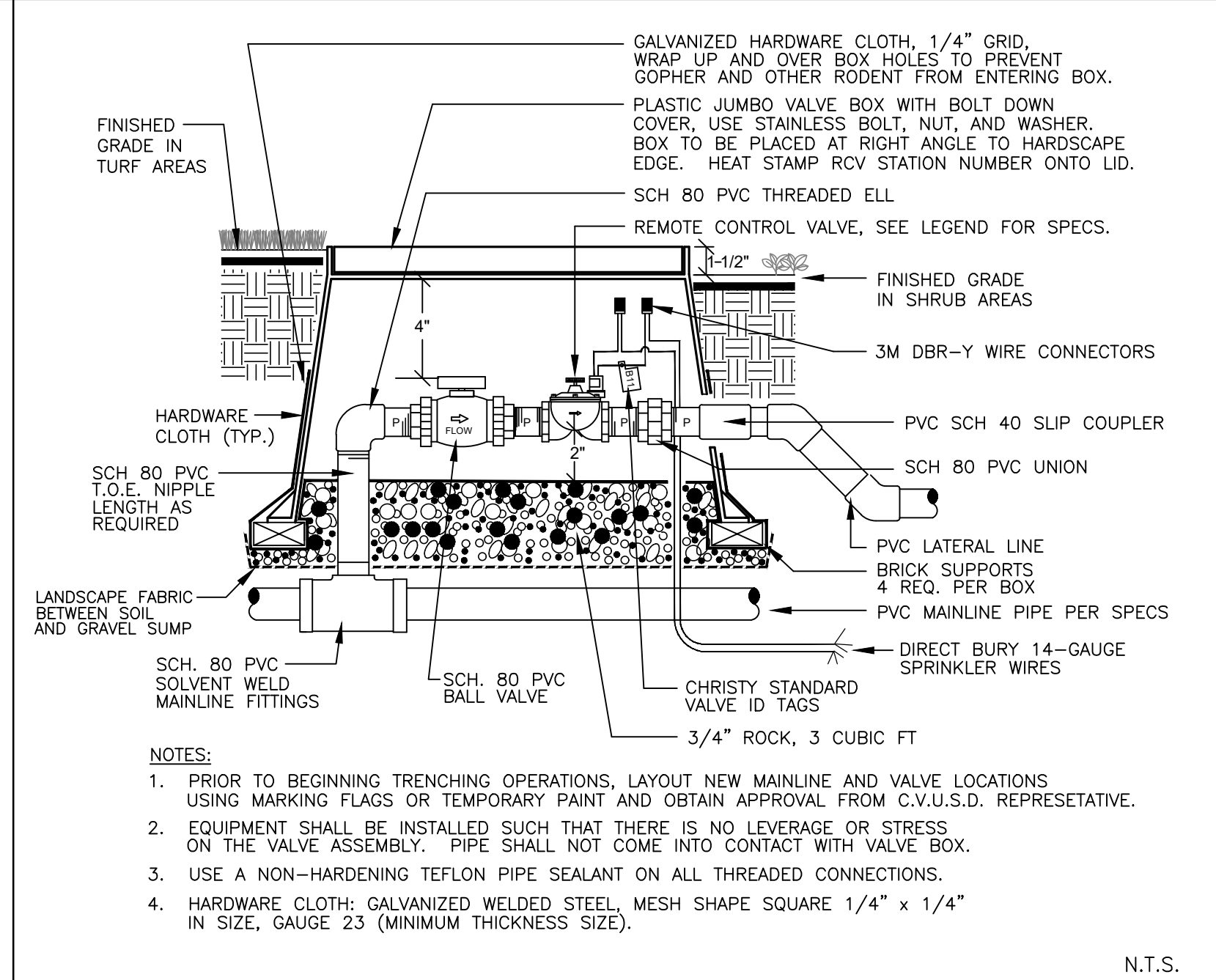
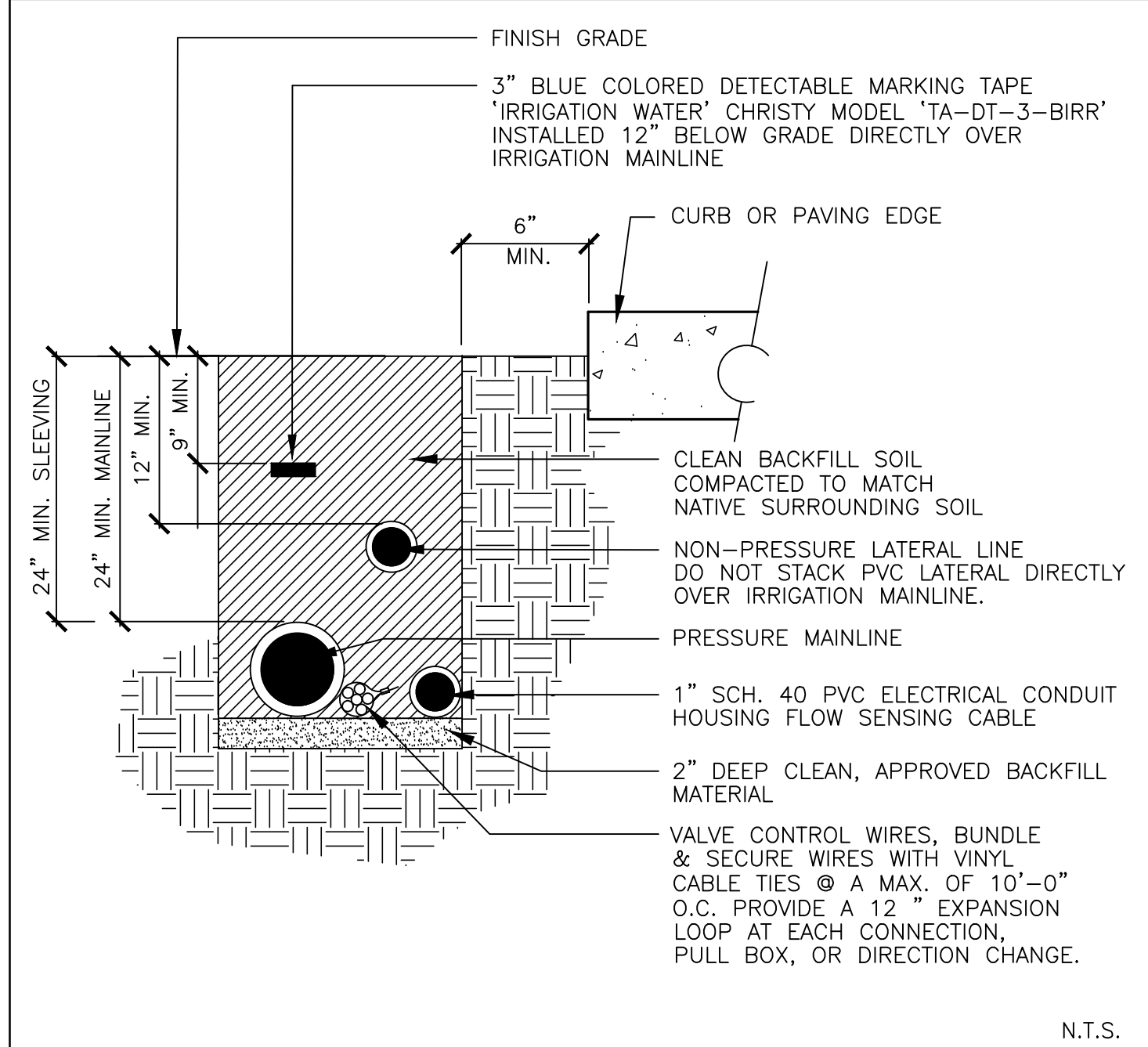
CLIENT
**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**
1605 Burnley Street
Camarillo, CA. 93010

PROJECT
LOKKER PARK
848 Vista Coto Verde
Camarillo, CA 93010

DRAWN: JB	CHECKED: JB	PRINTED FOR:	CITY REVIEW: 5-20-24	BID:	CONSTRUCTION:

DRAWING
L5.2
SHEET 7 OF 10
PROJECT No. 23.35

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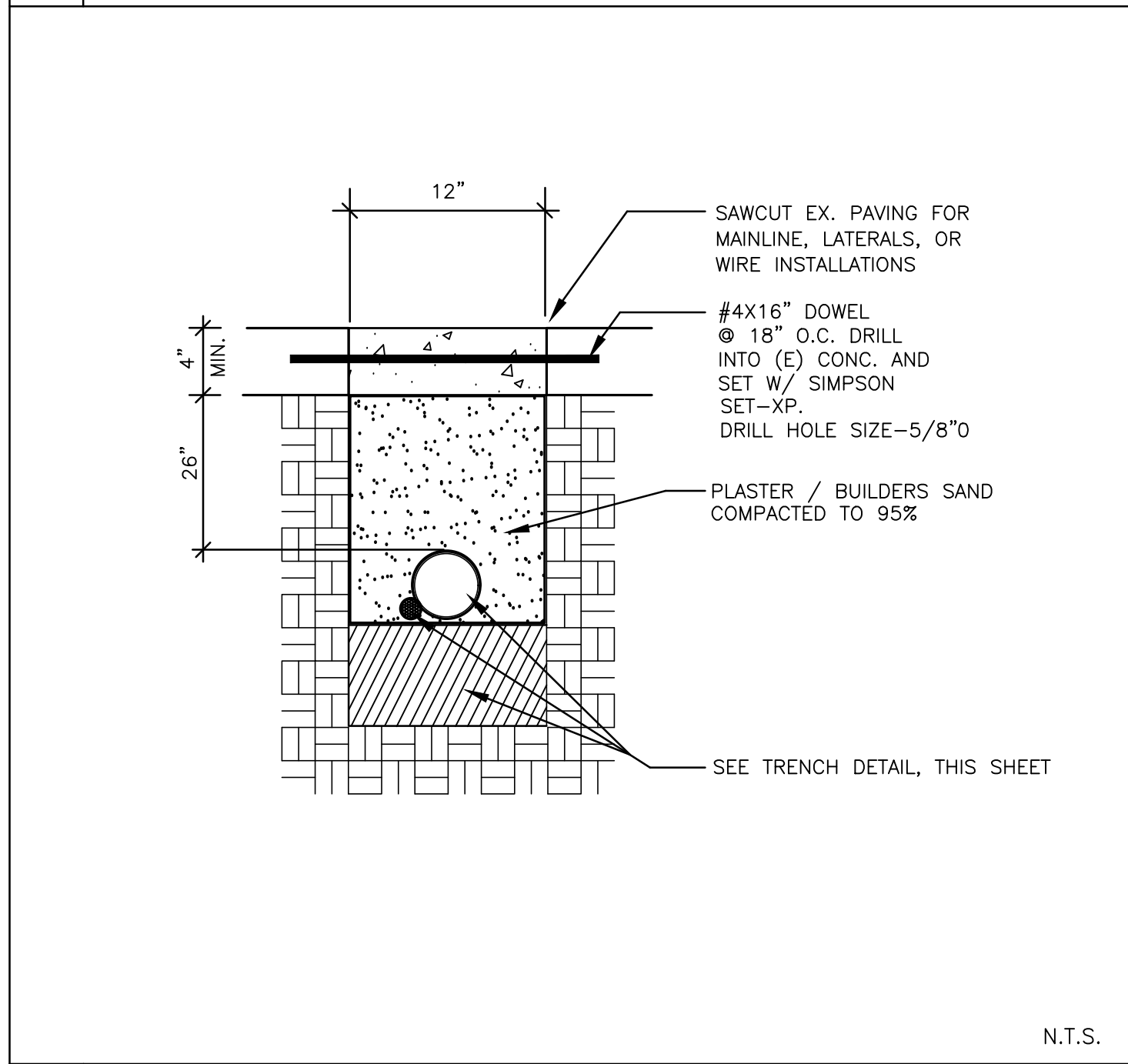


1 IRRIGATION PIPE AND CONDUIT TRENCH SECTION

2 REMOTE CONTROL VALVE ASSEMBLY

3 POP UP SPRAY HEAD

4 POP UP TURF ROTOR



6 NOT USED

7 NOT USED

8 NOT USED

5 IRRIGATION TRENCH SECTION WITH CONCRETE CUT

9 NOT USED

10 NOT USED

11 NOT USED

12 NOT USED

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JORDAN & BAIN
LANDSCAPE ARCHITECTS, INC.
455 NORTH VENTURA AVE., VENTURA CA 93001
(805) 642-3641 FAX (805) 653-7874
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NO.	DATE	DESCRIPTION

REVISIONS

REGISTERED LANDSCAPE ARCHITECT
JORDAN & BAIN
STATE OF CALIFORNIA

CLIENT
PLEASANT VALLEY RECREATION AND PARK DISTRICT
1605 Burnley Street
Camarillo, CA. 93010

SHEET TITLE
Irrigation Details

PROJECT
LOKKER PARK
848 Vista Coto Verde
Camarillo, CA 93010

DRAWN: ML	CHECKED: JB
PRINTED FOR: 5-20-24	BID: CONSTRUCTION:

DRAWING
L6.1
SHEET 8 OF 10
PROJECT No. 23.35

Lokker Park
Camarillo, CA

Play & Park Structures

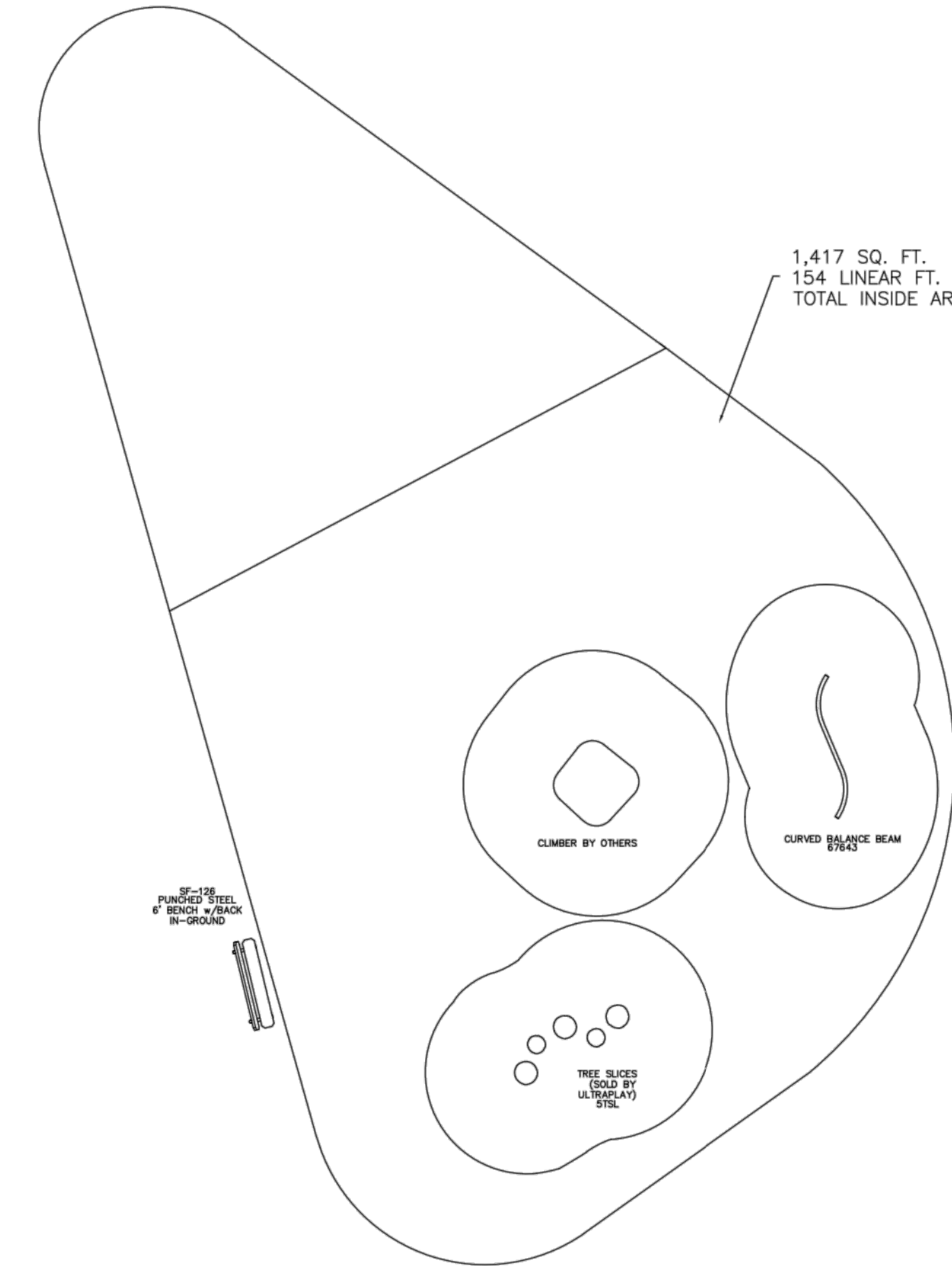
This play equipment is recommended for children ages: 2-5 & 5-12
Minimum Area Required: Per Site

Scale: NTS
This drawing can be scaled only when in an 24" x 36" format

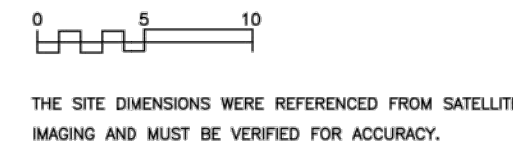
Drawn By: Cassie Pruitt
Date: 3/14/24
Quote Number: 821-164308H

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

User Capacity
200+
Critical Fall Height
8'-0"



	Total Play Components	38			User Capacity 140-145 Critical Fall Height 8'-0"
	Elevated Play Components	16			
	Elevated Play Components Accessible by Ramp	5	Req.	4	
	Elevated Components Accessible by Transfer	10	Req.	4	
	Accessible Ground Level Components Shown	22	Req.	0	
Different Types of Ground Level Components	5	Req.	0		



IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

JORDAN & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVE., VENTURA CA 93001
(805) 642-3641 FAX (805) 653-7874
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NO.	DATE	BY	DESCRIPTION



CLIENT
PLEASANT VALLEY
RECREATION AND PARK DISTRICT
1605 Burnley Street
Camarillo, CA. 93010

SHEET TITLE
PLAY EQUIPMENT LAYOUT
REFERENCE PURPOSES
ONLY
PROJECT
LOKKER PARK
848 Vista Coto Verde
Camarillo, CA 93010

DRAWN:	ML
CHECKED:	JIB
PRINTED FOR:	5-20-24
CITY REVIEW:	
BID:	
CONSTRUCTION:	



DRAWING
L7.1
SHEET 9 OF 10
PROJECT No. 23.35

Lokker Park
Camarillo, CA

This play equipment is recommended for children ages:
2-5 & 5-12

Scale: NTS
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
Cassie Pruitt
Date:
3/14/24
Quote Number:
821-164308H

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A PLAYCORE Company
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800-727-1907 / www.playandpark.com

User Capacity
200+
Critical Fall Height
8'-0"



Play & Park Structures



FOOTING ORDNATE TABLE				
1	100'-11 1/2"	24'-2 1/2"	17'-2 1/2"	100'-11 1/2"
2	100'-9 1/2"	24'-2 1/2"	17'-2 1/2"	100'-9 1/2"
3	100'-7 1/2"	24'-2 1/2"	17'-2 1/2"	100'-7 1/2"
4	100'-5 1/2"	24'-2 1/2"	17'-2 1/2"	100'-5 1/2"
5	100'-3 1/2"	24'-2 1/2"	17'-2 1/2"	100'-3 1/2"
6	100'-1 1/2"	24'-2 1/2"	17'-2 1/2"	100'-1 1/2"
7	99'-11 1/2"	24'-2 1/2"	17'-2 1/2"	99'-11 1/2"
8	99'-9 1/2"	24'-2 1/2"	17'-2 1/2"	99'-9 1/2"
9	99'-7 1/2"	24'-2 1/2"	17'-2 1/2"	99'-7 1/2"
10	99'-5 1/2"	24'-2 1/2"	17'-2 1/2"	99'-5 1/2"
11	99'-3 1/2"	24'-2 1/2"	17'-2 1/2"	99'-3 1/2"
12	99'-1 1/2"	24'-2 1/2"	17'-2 1/2"	99'-1 1/2"
13	98'-11 1/2"	24'-2 1/2"	17'-2 1/2"	98'-11 1/2"
14	98'-9 1/2"	24'-2 1/2"	17'-2 1/2"	98'-9 1/2"
15	98'-7 1/2"	24'-2 1/2"	17'-2 1/2"	98'-7 1/2"
16	98'-5 1/2"	24'-2 1/2"	17'-2 1/2"	98'-5 1/2"
17	98'-3 1/2"	24'-2 1/2"	17'-2 1/2"	98'-3 1/2"
18	98'-1 1/2"	24'-2 1/2"	17'-2 1/2"	98'-1 1/2"
19	97'-11 1/2"	24'-2 1/2"	17'-2 1/2"	97'-11 1/2"
20	97'-9 1/2"	24'-2 1/2"	17'-2 1/2"	97'-9 1/2"
21	97'-7 1/2"	24'-2 1/2"	17'-2 1/2"	97'-7 1/2"
22	97'-5 1/2"	24'-2 1/2"	17'-2 1/2"	97'-5 1/2"
23	97'-3 1/2"	24'-2 1/2"	17'-2 1/2"	97'-3 1/2"
24	97'-1 1/2"	24'-2 1/2"	17'-2 1/2"	97'-1 1/2"
25	96'-11 1/2"	24'-2 1/2"	17'-2 1/2"	96'-11 1/2"
26	96'-9 1/2"	24'-2 1/2"	17'-2 1/2"	96'-9 1/2"
27	96'-7 1/2"	24'-2 1/2"	17'-2 1/2"	96'-7 1/2"
28	96'-5 1/2"	24'-2 1/2"	17'-2 1/2"	96'-5 1/2"
29	96'-3 1/2"	24'-2 1/2"	17'-2 1/2"	96'-3 1/2"
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32	95'-9 1/2"	24'-2 1/2"	17'-2 1/2"	95'-9 1/2"
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44	93'-9 1/2"	24'-2 1/2"	17'-2 1/2"	93'-9 1/2"
45	93'-7 1/2"	24'-2 1/2"	17'-2 1/2"	93'-7 1/2"
46	93'-5 1/2"	24'-2 1/2"	17'-2 1/2"	93'-5 1/2"
47	93'-3 1/2"	24'-2 1/2"	17'-2 1/2"	93'-3 1/2"
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49	92'-11 1/2"	24'-2 1/2"	17'-2 1/2"	92'-11 1/2"
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56	91'-9 1/2"	24'-2 1/2"	17'-2 1/2"	91'-9 1/2"
57	91'-7 1/2"	24'-2 1/2"	17'-2 1/2"	91'-7 1/2"
58	91'-5 1/2"	24'-2 1/2"	17'-2 1/2"	91'-5 1/2"
59	91'-3 1/2"	24'-2 1/2"	17'-2 1/2"	91'-3 1/2"
60	91'-1 1/2"	24'-2 1/2"	17'-2 1/2"	91'-1 1/2"
61	90'-11 1/2"	24'-2 1/2"	17'-2 1/2"	90'-11 1/2"
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140	77'-9 1/2"	24'-2 1/2"	17'-2 1/2"	77'-9 1/2"
141	77'-7 1/2"	24'-2 1/2"	17'-2 1/2"	77'-7 1/2"
142	77'-5 1/2"	24'-2 1/2"	17'-2 1/2"	77'-5 1/2"
143	77'-3 1/2"	24'-2 1/2"	17'-2 1/2"	77'-3 1/2"
144	77'-1 1/2"	24'-2 1/2"	17'-2 1/2"	77'-1 1/2"
145	76'-11 1/2"	24'-2 1/2"	17'-2 1/2"	76'-11 1/2"
146	76'-9 1/2"	24'-2 1/2"	17'-2 1/2"	76'-9 1/2"
147	76'-7 1/2"	24'-2 1/2"	17'-2 1/2"	76'-7 1/2"
148	76'-5 1/2"	24'-2 1/2"	17'-2 1/2"	76'-5 1/2"
149	76'-3 1/2"	24'-2 1/2"	17'-2 1/2"	76'-3 1/2"
150	76'-1 1/2"	24'-2 1/2"	17'-2 1/2"	76'-1 1/2"
151	75'-11 1/2"	24'-2 1/2"	17'-2 1/2"	75'-11 1/2"
152	75'-9 1/2"	24'-2 1/2"	17'-2 1/2"	75'-9 1/2"
153	75'-7 1/2"	24'-2 1/2"	17'-2 1/2"	75'-7 1/2"
154	75'-5 1/2"	24'-2 1/2"	17'-2 1/2"	75'-5 1/2"
155	75'-3 1/2"	24'-2 1/2"	17'-2 1/2"	75'-3 1/2"
156	75'-1 1/2"	24'-2 1/2"	17'-2 1/2"	75'-1 1/2"
157	74'-11 1/2"	24'-2 1/2"	17'-2 1/2"	74'-11 1/2"
158	74'-9 1/2"	24'-2 1/2"	17'-2 1/2"	74'-9 1/2"
159	74'-7 1/2"	24'-2 1/2"	17'-2 1/2"	74'-7 1/2"
160	74'-5 1/2"	24'-2 1/2"	17'-2 1/2"	74'-5 1/2"
161	74'-3 1/2"	24'-2 1/2"	17'-2 1/2"	74'-3 1/2"
162	74'-1 1/2"	24'-2 1/2"	17'-2 1/2"	74'-1 1/2"
163	73'-11 1/2"	24'-2 1/2"	17'-2 1/2"	73'-11 1/2"
164	73'-9 1/2"	24'-2 1/2"	17'-2 1/2"	73'-9 1/2"
165	73'-7 1/2"	24'-2 1/2"	17'-2 1/2"	73'-7 1/2"
166	73'-5 1/2"	24'-2 1/2"	17'-2 1/2"	73'-5 1/2"
167	73'-3 1/2"	24'-2 1/2"	17'-2 1/2"	73'-3 1/2"
168	73'-1 1/2"	24'-2 1/2"	17'-2 1/2"	73'-1 1/2"
169	72'-11 1/2"	24'-2 1/2"	17'-2 1/2"	72'-11 1/2"
170	72'-9 1/2"	24'-2 1/2"	17'-2 1/2"	72'-9 1/2"
171	72'-7 1/2"	24'-2 1/2"	17'-2 1/2"	72'-7 1/2"
172	72'-5 1/2"	24'-2 1/2"	17'-2 1/2"	72'-5 1/2"
173	72'-3 1/2"	24'-2 1/2"	17'-2 1/2"	72'-3 1/2"
174	72'-1 1/2"	24'-2 1/2"	17'-2 1/2"	72'-1 1/2"
175	71'-11 1/2"	24'-2 1/2"	17'-2 1/2"	71'-11 1/2"
176	71'-9 1/2"	24'-2 1/2"	17'-2 1/2"	71'-9 1/2"
177	71'-7 1/2"	24'-2 1/2"	17'-2 1/2"	71'-7 1/2"
178	71'-5 1/2"	24'-2 1/2"	17'-2 1/2"	71'-5 1/2"
179	71'-3 1/2"	24'-2 1/2"	17'-2 1/2"	71'-3 1/2"
180	71'-1 1/2"	24'-2 1/2"	17'-2 1/2"	71'-1 1/2"
181	70'-11 1/2"	24'-2 1/2"	17'-2 1/2"	70'-11 1/2"
182	70'-9 1/2"	24'-		

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND AUTHORIZATION FOR A
SOLE SOURCE PURCHASE AND INSTALLATION OF A
WHEELCHAIR LIFT FOR THE AUDITORIUM STAGE
AT THE COMMUNITY CENTER**

BACKGROUND

The District is committed to ensuring accessibility for all individuals, including those with mobility challenges. In 2022, as part of the District's commitment to compliance of the Americans with Disabilities Act (“ADA”), a comprehensive ADA Evaluation and Transition Plan was executed to address accessibility issues in District parks and facilities. The ADA Evaluation identified various types of accessibility challenges, both indoor and outdoor at various District owned/maintained facilities. These findings were then cataloged and inputted into the ADA Transition Plan and assigned a priority rating. Notably, the Senior Center restrooms and wheelchair accessibility to the Community Center Auditorium stage were identified as high-priority projects due to their significance in hosting diverse events for both older adults and the community.

Staff hired and collaborated with Lauterbach & Associates Architects, Inc. (“Lauterbach”) to explore design options for the restrooms in both the Senior Center and the Auditorium “Green Room” as well as a wheelchair lift for the Auditorium Stage. Staff and the Lauterbach team actively sought input from the Board to guide the design team's direction. Several options were explored and presented to the Board for consideration and the Board ultimately selected the inclined-stair wheelchair lift because it was the option that provided the most flexibility with maintaining the functionality of the stage’s original design with minimal mechanical and structural considerations for modifications.

ANALYSIS

The inclined-stair wheelchair lift to be purchased is a Garaventa Xpress II Incline Wheelchair Lift capable of safely transporting individuals with mobility devices up and down staircases. This lift is essential for providing access to areas within our facility that are otherwise inaccessible to individuals with mobility impairments.

The purpose of this report is to seek authorization for the sole source purchase of an inclined stair wheelchair lift and provide justification for this procurement method. McKinley Elevators is the only area vendor authorized to sell and install the specified wheelchair lift commercially. Their product meets our requirements for quality, safety, and compatibility with our existing

infrastructure. Due to the specialized nature of this equipment and the need for professional installation, pursuing other vendors would result in unnecessary delays and potential compatibility issues. Alternative vendors were explored; however, none were found to offer comparable products with the same level of certification and expertise in installation as McKinley Elevators. Additionally, the unique design of our facility necessitates a customized solution, which McKinley Elevators is uniquely positioned to provide. McKinley Elevators is a reputable vendor with a proven history of delivering high-quality accessibility solutions. They are certified and authorized to install the specified wheelchair lift model, ensuring compliance with safety regulations and industry standards.

A detailed cost estimate provided by McKinley Elevators (attachment #3) indicates that the purchase and installation of the inclined stair wheelchair lift fall within our allocated budget for accessibility improvements.

FISCAL IMPACT

The District allocated \$600,157 from Quimby funds in the FY 2023-2024 Budget for specific Capital Improvement Projects (CIP) situated at the Community Center Campus. The estimate for the wheelchair lift and its installation is \$45,000.

From the allocated Quimby Funds, there is approximately \$545,000 remaining, which could be applied towards the Community Center equipment and construction costs. The remaining funds are sufficient to initiate the purchase agreement for the wheelchair lift with McKinley Elevators.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

- **2.1.D:** Identify features and amenities within the existing Community Center facility to be updated or improved (Fire Codes /ADA/etc.) as part of the larger project.
- **3.2.F:** Develop, communicate, and begin implementation of an Americans with Disabilities Act (ADA) Transition Plan.

RECOMMENDATION

It is recommended the Board of Directors consider and authorize the General Manager to exercise an agreement with McKinley Elevators for the purchase and installation of a Garaventa Xpress II Incline Wheelchair Lift for the Auditorium Stage at the Community Center.

ATTACHMENTS

- 1) Quote (4 pages)
- 2) Drawings / Specifications (4 pages)
- 3) Purchase and installation Agreement-McKinley Elevator Corporation (12 pages)



COMPANY: Lauterbach & Associates Architects
 ATTN: Everett Scofield
 JOB BIDDING: Camarillo Community Center
 BID DATE: April 17, 2024
 BID NUMBER: 00066906
 BID ON: Wheelchair Lift

<u>SECTION</u>	<u>QTY</u>	<u>EQUIPMENT AND MANUFACTURER</u>	<u>BID PRICE</u>
14420	1	Garaventa Xpress II Incline Wheelchair Lift	

TOTAL PRICE INSTALLED, SALES TAX INCLUDED **\$45,000.00**

OPTIONS:

- 1. Battery Back Up..... INCLUDED
- 2. For Custom Color.....ADD \$2,000.00

CONTRACTORS LICENSE # 861406
CALIFORNIA SB 854 # PW-LR-1000369784
ADDENDUMS NOTED: NONE
EQUAL TO PLANS AND SPECS: Specified Brand

EXCLUSIONS:

- 1. All local permits, seismic calculations and bonds.
- 2. Liquidated damages, if applicable.
- 4. All conduit runs, control wires, "J" boxes and remote fusible, lockable disconnect for electrical controls and power.
- 5. Signage and site preparation
- 6. Remote alarm, and/or telephone, if required.
- 7. Overhead lighting.

NOTES:

- 1. Terms of payment: 50% prior to initiating order, 40% due prior to factory shipment, 10% due at day and place of inspection; no retention. Contract subject to credit approval and checks due in full on identified days of terms. **Bid price includes THREE site visits (pre-install, install, inspection). Additional site mobilizations will be at extra cost.**
- 2. State certification required of subcontractor and technician.

17811 Armstrong Avenue
 Irvine, California 92614
 949/261-9244
 FAX 949/955-3875



www.mckinleyelevator.com

28301 Industrial Blvd., Suite 9
 Hayward, California 94545
 510/300-1599
 FAX 510/259-1375

Sacramento • Las Vegas • Phoenix

3. Costs included are **only** for **initial Elevator Division Permit Fee and Inspection**. **Any additional charges or fees that may be required will be added at owner's expense.**
4. A certificate of insurance with a limit of \$2 million comprehensive will be furnished.
5. Electrical work – Electrician brings power to runway disconnect on our lift. Electrician provides fusible, lockable remote disconnect. Electrician runs low voltage wires in conduit with pull cords installed by electrician. McKinley will twist wires at the request of the electrician, but electrician must approve hook-up and low voltage wiring as being in accordance with local codes, accept wiring as his own work, and have it on his permit. McKinley furnishes wiring and conduit diagrams. Remote alarm, if required, by others.
6. Labor to be non-union during normal business hours.
7. Installation must be scheduled after conduit is in place, when we will have clear access to work area and power is available for equipment operation, adjustment and testing.
8. Factory shipment is 4-6 weeks after receipt of approved shop drawings, approved by architect, and jobwalk.
9. Price quote valid for 30 days, based on material delivery within 180 days.
10. 35% charged for orders cancelled prior to manufacture. 100% of contract due for cancellation after start of manufacture.
11. Pricing subject to change from factory material increases, labor cost increases, or lengthened installation times beyond 180 days.
12. Contract subject to credit approval and terms in Attachment "A", which follows.
13. **The notes and exclusions stated in our bid must be made part of the contract or the above price is not valid**
14. McKinley reserves the right to photograph/brochure/advertise the completed product after jobsite installation.

TERMS AND CONDITIONS

1. This proposal is valid for 30 days from the date of issue. If not accepted by buyer within 30 days, this proposal is void.
2. Orders will be filled in accordance with local building requirements. Buyer shall be solely responsible to determine and communicate to seller all applicable building requirements, codes and ordinances. All sales and excise taxes in respect to manufacture, sale, transportation, or delivery are for the account of the buyer and shall be paid by the buyer. All bonds or permits shall be buyer's responsibility.
3. Seller shall not be liable for any loss or damages to buyer resulting from delays in production or delivery attributable to equipment manufacturer(s), transportation or other causes beyond the reasonable control of seller.
4. Seller reserves the right at seller's option to repair or replace or credit the price of defective or nonconforming goods which have been duly rejected and returned, transportation charges prepaid, and which have not been altered or defaced or further processed in any way after delivery, but under no circumstances will seller be responsible or liable for loss, damage or expense growing out of defective or nonconforming goods or the use thereof or other consequential damages. No goods will be accepted for return, replacement or credit without the written consent of seller.
5. Once an order has been placed hereunder, buyer may not cancel, alter, change or delay the order or the time of delivery therefore, except with seller's written consent. Buyer shall be responsible for all of seller's additional costs including, but not limited to, increased material costs, storage charges, delay damages or any job related costs which may be imposed against buyer or seller as a result of the change in the order.
6. Production, shipment and delivery shall at all times be subject to the approval of seller's credit department. In case of doubt as to buyer's responsibility, seller may defer production and may decline to make shipment except under conditions satisfactory to seller.
7. The determination as to whether an architect, engineer or manufacturer's design and/or specifications will be suitable for use in a specific job is the sole responsibility of buyer.

8. Limitation of Liability: Neither seller, any manufacturer whose products are the subject of this transaction, nor any representative of seller shall in any event be liable for any loss of the use of any equipment or incidental or consequential damages of any kind whether for breach of warranty, negligence or strict liability. In the event buyer believes seller is in default or has failed to perform any of seller's obligations hereunder, buyer shall provide seller with not less than seven (7) days written notice prior to making any repairs, altering the equipment or its installation, completing any remaining work or terminating this agreement.
9. Seller disclaims any express or implied warranties hereunder including, but not limited to, any implied warranty of merchantability or fitness for a particular use or purpose. The only warranty hereunder in favor of buyer shall be any warranty by any manufacturer of equipment being purchased hereunder.
10. In the event buyer fails to make payment, seller may enter into any premises where the equipment purchased hereunder may be located and without liability therefore and disable and/or repossess the equipment. Seller shall not be responsible for any loss or damages to buyer or any third parties, which results from seller's disabling or repossessing the equipment. Seller may retain or dispose the repossessed property as its own. Seller may hold said property for the account of buyer and dispose thereof without notice at public or private sale at which seller may bid and become buyer of the property. In the event of such sale for the account of buyer all payments previously made and any proceeds of such sale after deducting the reasonable expenses of such repossession and sale including reasonable attorney's fees, shall be applied in reduction of the total indebtedness hereunder and the buyer shall be liable for any deficiency for breach of this contract.
11. In the event either party is required to enforce its rights under this agreement, whether by suit or arbitration, the prevailing party shall be entitled to its reasonable, but not less than its actual, attorneys' fees, costs and related expenses. In the event of buyer's default hereunder, in addition to any other relief to which seller may be entitled, buyer agrees to pay seller interest, in the form of a late service charge, at the rate of 2% per month.
12. This agreement constitutes the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically included herein, shall be deemed in any way to exist or bind the parties hereto. In the event of any conflict or inconsistency between the terms and conditions of buyer's purchase order and the terms and conditions of this agreement, the terms and conditions of this agreement shall govern. This agreement shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity will not be interpreted against any one party. In the event any provision of this agreement shall be void or unenforceable, the same shall in no way affect any other provision hereto, the application of such provision in or to any other circumstance(s) or the validity or enforceability of this agreement as a whole.
13. In the event there is a balance owed hereunder that falls within the jurisdiction of the small claims Court, then, in that event only, and at the sole option of seller, any action commenced hereunder shall be commenced in the County of Orange, State of California. Seller shall not be bound by any provision requiring arbitration in any agreement between the buyer and any third party.
14. Seller reserves the right to remove and retain all material and apparatus that has been replaced or new materials not used in construction

McKINLEY ELEVATOR CORPORATION

Randy Weiler CELL: (949) 293-5121 EMAIL: randy.weiler@mckinleyelevator.com

Name: Everett Scofield
Phone: (805) 988-0912
Email: everett.scofield@la-arch.com



Accepted By (Signature)

(Print Name)

Title

Date

Company and/or Owner

Contractor License #

XPRESS II INCLINED PLATFORM LIFT:

Note: The supporting structure must withstand the loads and forces exerted by the lift, as shown on the loading diagram. Consult a local structural engineer to confirm suitability.

Code Reference: ASME A18.1.2003 "Safety Standard for Platforms Lifts and Stairway Chairlifts"

Emergency Devices: Emergency stop switch on a control panel, under platform sensing, ramp sensing and grab rail.

Safeties: Overspeed governor on upper carriage drive, containing mechanical overspeed sensor and lock, with electrical drive cut-out protection.

Drive: Power Transmission: Worm gear reduction to a pinion moving on a fixedgear rack.

Motor: 0.75 HP

Power Supply: 208-240 VAC / 1 PHASE - 50/60 Hz, on a dedicated 20 amp circuit.

Travel Speed: 4 m/min [13 ft/min] traveling up; 5 m/min [16 ft/min] traveling down.

Location: Indoor Lift

Attachment: Direct Mount Unit with 3x3x1/4" [76 x 76 x 6 mm] Steel Posts in Wall

Platform: 800mm x 1250mm [31 1/2" x 49 1/4"] (Keyless)
The 16 ga. galvanized platform deck is finished with an electrostatically applied Non-Slip Black Sandex powder coat. The platform is equipped with a grab rail, hour counter and retractable passenger restraining arms.

Capacity: Maximum 250 kg [550 lb] operating load.



Color: Upper and lower rails and loading ramps are made of aluminum extrusions. The aluminium and steel components of the lift are finished with an electrostatically applied and baked powder 'Silver Moon' finish.

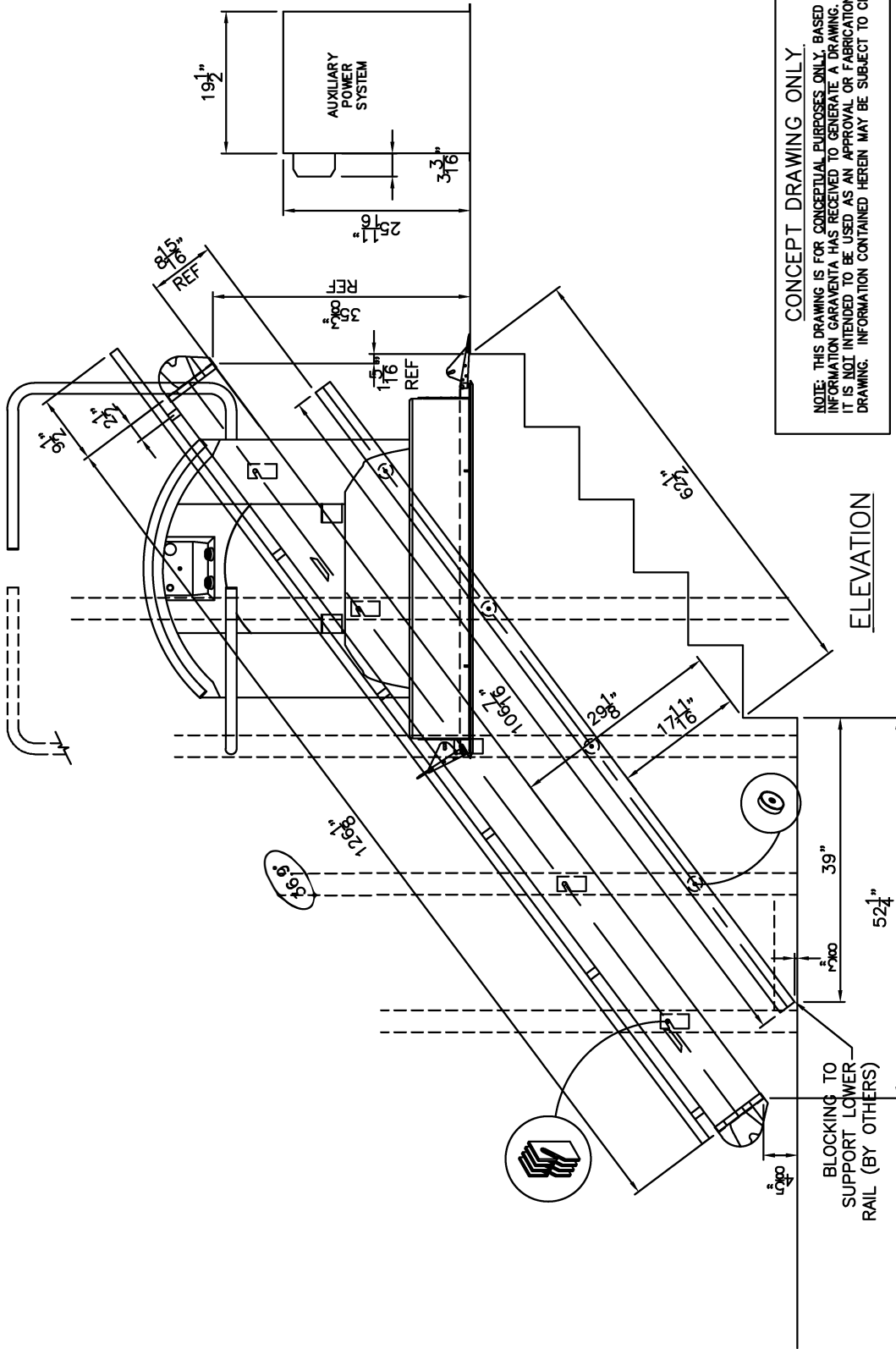
Ramps: Lower Ramp - Standard 185mm [7.25"]
Upper Ramp - Standard 185mm [7.25"]
Sideload - Not Required.

Call Stations: Lower Landing - Surface Mount c/w flush adapter (Keyed / Keyless - configurable)
Upper Landing - Surface Mount c/w flush adapter (Keyed / Keyless - configurable)

Custom Work: None.

Optional Items: Handrail, Fold Down Seat Kit, In-Hanger Alarm with Battery Back-up, Auxiliary Power System.

A	INITIAL RELEASE	UNITS: INCHES	APR 16/24	LA	
REV.	SCALE: NTS	TOLERANCES: DIMENSIONAL ±1/16" ANGULAR ±0.5°	PROJECTION: 	DATE	DRN.BY
		XPRESS II CONCEPT DRAWING CAMARILLO COMMUNITY CENTER 1605 BURNLEY ST CAMARILLO CA 93013			XI966-CI-A
		PAGE 1 OF 4 MCKINLEY ELEVATOR CORPORATION (CA)			



STAIR INFORMATION:
 HORIZONTAL: 50"
 VERTICAL: 37 1/2"
 SLOPE: 62 1/2"
 FIRST RISER: 7 1/2"
 UNIT SIDE: LEFT
 # OF RISERS: 6
 STAIR ANGLE: 36.9°

INITIAL RELEASE

REV. SCALE: NTS TOLERANCES: DIMENSIONAL ±1/16" ANGULAR ±0.5°

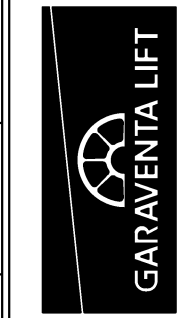
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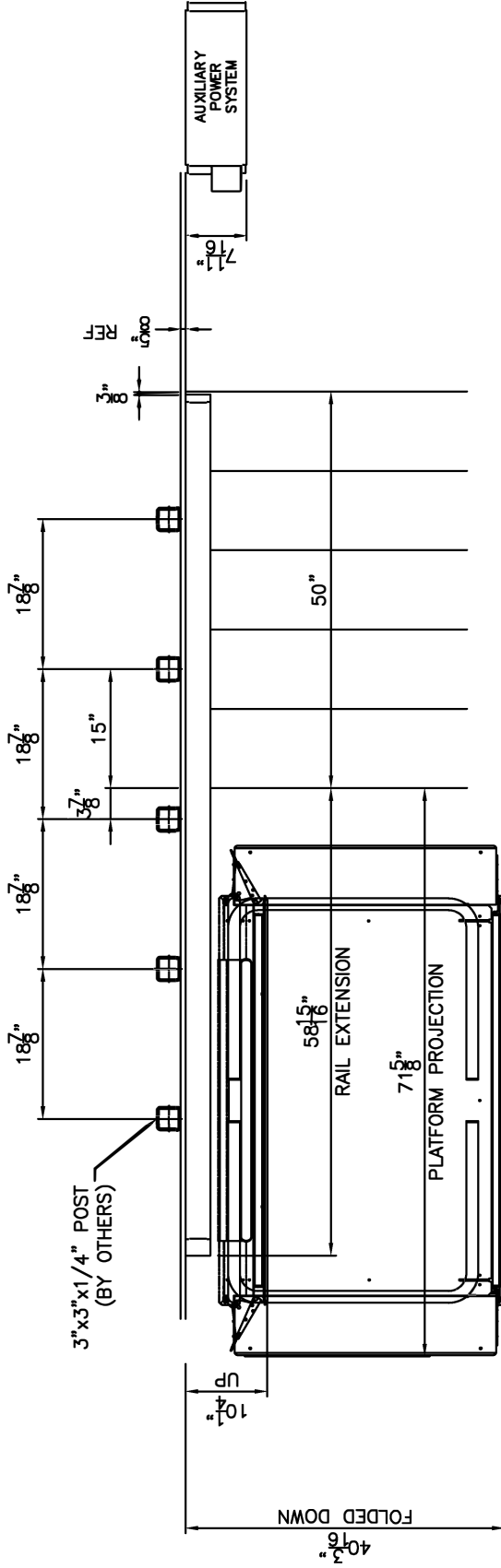
LA



XPRESS II CONCEPT DRAWING
 CAMARILLO COMMUNITY CENTER
 1605 BURNLEY ST
 CAMARILLO CA 93013
 McKINLEY ELEVATOR CORPORATION (CA)

X1966-CI-A

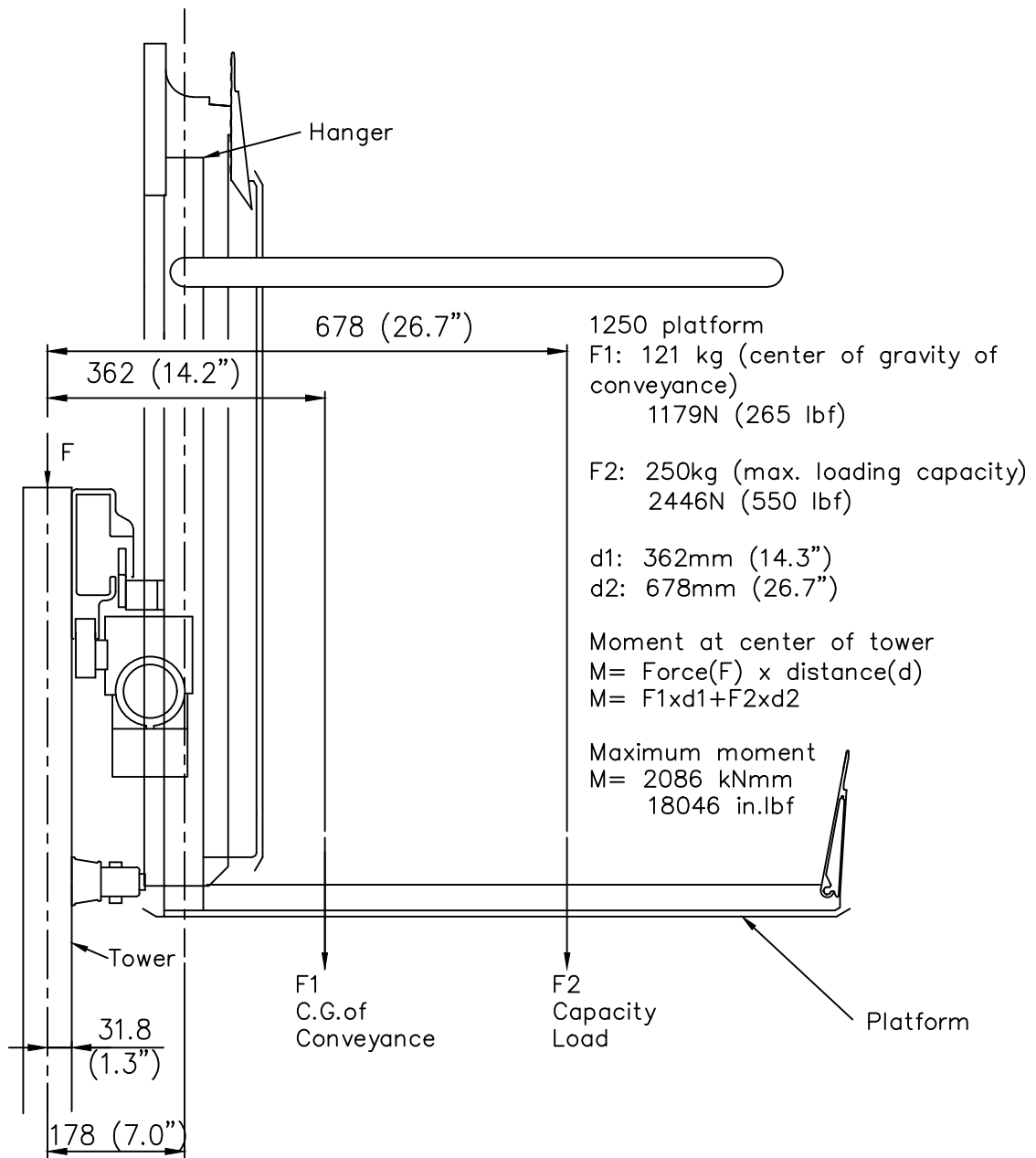
DEDICATED CIRCUIT SUPPLIED BY OTHERS:
 208-240 VAC / 1 PHASE - 50/60 Hz.
 Conduit and devices to suit local codes and
 a recommended 20 amp. dedicated circuit.



PLAN DIRECT MOUNT UNIT

CONCEPT DRAWING ONLY.
 NOTE: THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. BASED ON INFORMATION GARAVENTA HAS RECEIVED TO GENERATE A DRAWING. IT IS NOT INTENDED TO BE USED AS AN APPROVAL OR FABRICATION DRAWING. INFORMATION CONTAINED HEREIN MAY BE SUBJECT TO CHANGE.

A	INITIAL RELEASE	UNITS: INCHES	APR 16/24	LA
REV.	SCALE: NTS	TOLERANCES: DIMENSIONAL ±1/16" ANGULAR ±0.5°	PROJECTION:	DATE
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		XPRESS II CONCEPT DRAWING CAMARILLO COMMUNITY CENTER 1605 BURNLEY ST CAMARILLO CA 93013 PAGE 3 OF 4 MCKINLEY ELEVATOR CORPORATION (CA)		
X1966-CI-A				



LOADING DIAGRAM

N.T.S.

A	INITIAL RELEASE	UNITS: INCHES	APR 16/24	LA	
REV.	SCALE: NTS	TOLERANCES: DIMENSIONAL $\pm 1/16"$ ANGULAR $\pm 0.5^\circ$	PROJECTION:	DATE	DRN.BY
		XPRESS II CONCEPT DRAWING CAMARILLO COMMUNITY CENTER 1605 BURNLEY ST CAMARILLO CA 93013			XI966-CI-A PAGE 4 OF 4
		MCKINLEY ELEVATOR CORPORATION (CA)			

**PLEASANT VALLEY RECREATION & PARK DISTRICT
SERVICES AGREEMENT**

This agreement is made and entered into on this _____ day of June, 2024 between the **PLEASANT VALLEY RECREATION AND PARK DISTRICT**, a public agency ("District"), and **McKINLEY ELEVATOR CORPORATION**, ("Contractor") 17611 Armstrong Ave Irvine, CA. 92614.

RECITALS

WHEREAS, the District desires to contract with Contractor for certain services necessary for the purchase and installation of a **Garaventa Xpress II Incline Wheelchair Lift** located at **1605 E. Burnley St., Camarillo, CA 93010**.

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

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

1. Scope of Services

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

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 10, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **October 31, 2024**. Contractor shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Contractor Relationship

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

Contractor represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Contractor. In the event that Contractor or any staff of Contractor providing services under this

Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Contractor shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Contractor or any staff Contractor used to provide services under this Agreement are employees of the District.

5. Ownership of Documentation

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

6. Compliance with Laws

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

7. Environmental Laws.

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

8. Licenses, Permits, Fees and Assessments.

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

9. Payment to Contractor

District shall pay Contractor upon completion of the work within thirty (30) days after receipt of Contractor's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. No payment made under this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Total Project Cost With 10% Contingency Not to Exceed: **\$ 49,500.00**

or

Forty- Nine thousand, Five hundred dollars, and no cents.

10. Termination of Contract

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

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

11. Insurance

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

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

Automotive Liability: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

Professional Liability: Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. Such insurance shall name the District, its officers, employees, agents, and volunteers as additional insureds prior to the commencement of this Agreement. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Contractor access to the Property. Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

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

maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

12. Indemnification

Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents ("District Parties") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, unless such claims are solely caused by the gross negligence or willful misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement to the District and the District's Parties for all legal expenses and costs incurred by each of them. Contractor's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District or the District's Parties.

13. Terms

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

14. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District.

15. Notice

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

To Contractor: McKindley Elevator Corporation
Attn: Randy Weiler, Product Manager
317611 Armstrong Ave
Irvine, CA. 92614

To District: Pleasant Valley Recreation and Park District
Attn: Matthew Parker
1605 Burnley St.
Camarillo, CA 93010

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

16. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Contractor shall operate as a waiver of the default, of any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to

institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

17. Partial Invalidity

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

18. Incorporation of Recitals

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

19. California Law

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

20. Additional Provisions

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

21. Attorneys' Fees.

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

22. Conflict of Interest.

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

23. Interpretation

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

24. Corporate Authority.

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

[Signatures on following page]

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

CONTRACTOR:
McKindley Elevator Corporation

By: _____
Name: Randy Weiler
Its: Product Manager

SAMPLE

EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be primary and non-contributory and at least as broad as and include or state the following:

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Umbrella Liability (Excess Liability)** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$2,000,000** per occurrence or claim and **\$2,000,000** aggregate.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." Include address, date, and name/type of event or description of project.
- ❖ **Certificate Holder:** Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" (*No abbreviations accepted*)

Additional Insured Endorsements (AIE) – Endorsements must include or state the following:

- ❖ **Policy Number:** Must match policy numbers on COI.
- ❖ **Additional Insured – Designated Person or Organization:** Must state "This endorsement changes the policy."
- ❖ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees."
- ❖ **Primary and Noncontributory** – Endorsement must be provided.
- ❖ **Waiver of Subrogation** – Endorsement must be provided.

Notice of Cancellation – A cancellation clause shall state the following:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PVRPD.

EXHIBIT "B"
SCOPE OF WORK

See Attachment On Next Page

SAMPLE



COMPANY: Lauterbach & Associates Architects
 ATTN: Everett Scofield
 JOB BIDDING: Camarillo Community Center
 BID DATE: April 17, 2024
 BID NUMBER: 00066906
 BID ON: Wheelchair Lift

<u>SECTION</u>	<u>QTY</u>	<u>EQUIPMENT AND MANUFACTURER</u>	<u>BID PRICE</u>
14420	1	Garaventa Xpress II Incline Wheelchair Lift	
TOTAL PRICE INSTALLED, SALES TAX INCLUDED			\$45,000.00

OPTIONS:

- 1. Battery Back Up INCLUDED
- 2. For Custom Color.....ADD \$2,000.00

CONTRACTORS LICENSE # 861406
CALIFORNIA SB 854 # PW-LR-1000369784
ADDENDUMS NOTED: NONE
EQUAL TO PLANS AND SPECS: Specified Brand

EXCLUSIONS:

- 1. All local permits, seismic calculations and bonds.
- 2. Liquidated damages, if applicable.
- 4. All conduit runs, control wires, "J" boxes and remote fusible, lockable disconnect for electrical controls and power.
- 5. Signage and site preparation
- 6. Remote alarm, and/or telephone, if required.
- 7. Overhead lighting.

NOTES:

- 1. Terms of payment: 50% prior to initiating order, 40% due prior to factory shipment, 10% due at day and place of inspection; no retention. Contract subject to credit approval and checks due in full on identified days of terms. **Bid price includes THREE site visits (pre-install, install, inspection). Additional site mobilizations will be at extra cost.**
- 2. **State certification required of subcontractor and technician.**

17611 Armstrong Avenue
Irvine, California 92614
949/261-9244
FAX 949/955-3875



28301 Industrial Blvd., Suite 9
Hayward, California 94545
510/300-1599
FAX 510/259-1375

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3. Costs included are **only** for **initial Elevator Division Permit Fee and Inspection**. **Any additional charges or fees that may be required will be added at owner's expense.**
4. A certificate of insurance with a limit of \$2 million comprehensive will be furnished.
5. Electrical work – Electrician brings power to runway disconnect on our lift. Electrician provides fusible, lockable remote disconnect. Electrician runs low voltage wires in conduit with pull cords installed by electrician. McKinley will twist wires at the request of the electrician, but electrician must approve hook-up and low voltage wiring as being in accordance with local codes, accept wiring as his own work, and have it on his permit. McKinley furnishes wiring and conduit diagrams. Remote alarm, if required, by others.
6. Labor to be non-union during normal business hours.
7. Installation must be scheduled after conduit is in place, when we will have clear access to work area and power is available for equipment operation, adjustment and testing.
8. Factory shipment is 4-6 weeks after receipt of approved shop drawings, approved by architect, and jobwalk.
9. Price quote valid for 30 days, based on material delivery within 180 days.
10. 35% charged for orders cancelled prior to manufacture. 100% of contract due for cancellation after start of manufacture.
11. Pricing subject to change from factory material increases, labor cost increases, or lengthened installation times beyond 180 days.
12. Contract subject to credit approval and terms in Attachment "A", which follows.
13. **The notes and exclusions stated in our bid must be made part of the contract or the above price is not valid**
14. McKinley reserves the right to photograph/brochure/advertise the completed product after jobsite installation.

TERMS AND CONDITIONS

1. This proposal is valid for 30 days from the date of issue. If not accepted by buyer within 30 days, this proposal is void.
2. Orders will be filled in accordance with local building requirements. Buyer shall be solely responsible to determine and communicate to seller all applicable building requirements, codes and ordinances. All sales and excise taxes in respect to manufacture, sale, transportation, or delivery are for the account of the buyer and shall be paid by the buyer. All bonds or permits shall be buyer's responsibility.
3. Seller shall not be liable for any loss or damages to buyer resulting from delays in production or delivery attributable to equipment manufacturer(s), transportation or other causes beyond the reasonable control of seller.
4. Seller reserves the right at seller's option to repair or replace or credit the price of defective or nonconforming goods which have been duly rejected and returned, transportation charges prepaid, and which have not been altered or defaced or further processed in any way after delivery, but under no circumstances will seller be responsible or liable for loss, damage or expense growing out of defective or nonconforming goods or the use thereof or other consequential damages. No goods will be accepted for return, replacement or credit without the written consent of seller.
5. Once an order has been placed hereunder, buyer may not cancel, alter, change or delay the order or the time of delivery therefore, except with seller's written consent. Buyer shall be responsible for all of seller's additional costs including, but not limited to, increased material costs, storage charges, delay damages or any job related costs which may be imposed against buyer or seller as a result of the change in the order.

6. Production, shipment and delivery shall at all times be subject to the approval of seller's credit department. In case of doubt as to buyer's responsibility, seller may defer production and may decline to make shipment except under conditions satisfactory to seller.
7. The determination as to whether an architect, engineer or manufacturer's design and/or specifications will be suitable for use in a specific job is the sole responsibility of buyer.

Article II. 00066906

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8. Limitation of Liability: Neither seller, any manufacturer whose products are the subject of this transaction, nor any representative of seller shall in any event be liable for any loss of the use of any equipment or incidental or consequential damages of any kind whether for breach of warranty, negligence or strict liability. In the event buyer believes seller is in default or has failed to perform any of seller's obligations hereunder, buyer shall provide seller with not less than seven (7) days written notice prior to making any repairs, altering the equipment or its installation, completing any remaining work or terminating this agreement.
9. Seller disclaims any express or implied warranties hereunder including, but not limited to, any implied warranty of merchantability or fitness for a particular use or purpose. The only warranty hereunder in favor of buyer shall be any warranty by any manufacturer of equipment being purchased hereunder.
10. In the event buyer fails to make payment, seller may enter into any premises where the equipment purchased hereunder may be located and without liability therefore and disable and/or repossess the equipment. Seller shall not be responsible for any loss or damages to buyer or any third parties, which results from seller's disabling or repossessing the equipment. Seller may retain or dispose the repossessed property as its own. Seller may hold said property for the account of buyer and dispose thereof without notice at public or private sale at which seller may bid and become buyer of the property. In the event of such sale for the account of buyer all payments previously made and any proceeds of such sale after deducting the reasonable expenses of such repossession and sale including reasonable attorney's fees, shall be applied in reduction of the total indebtedness hereunder and the buyer shall be liable for any deficiency for breach of this contract.
11. In the event either party is required to enforce its rights under this agreement, whether by suit or arbitration, the prevailing party shall be entitled to its reasonable, but not less than its actual, attorneys' fees, costs and related expenses. In the event of buyer's default hereunder, in addition to any other relief to which seller may be entitled, buyer agrees to pay seller interest, in the form of a late service charge, at the rate of 2% per month.
12. This agreement constitutes the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically included herein, shall be deemed in any way to exist or bind the parties hereto. In the event of any conflict or inconsistency between the terms and conditions of buyer's purchase order and the terms and conditions of this agreement, the terms and conditions of this agreement shall govern. This agreement shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity will not be interpreted against any one party. In the event any provision of this agreement shall be void or unenforceable, the same shall in no way affect any other provision hereto, the application of such provision in or to any other circumstance(s) or the validity or enforceability of this agreement as a whole.
13. In the event there is a balance owed hereunder that falls within the jurisdiction of the small claims Court, then, in that event only, and at the sole option of seller, any action commenced hereunder shall be commenced in the County of Orange, State of California. Seller shall not be bound by any provision requiring arbitration in any agreement between the buyer and any third party.
14. Seller reserves the right to remove and retain all material and apparatus that has been replaced or new materials not used in construction

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McKINLEY ELEVATOR CORPORATION

Randy Weiler CELL: (949) 293-5121 EMAIL: randy.weiler@mckinleyelevator.co

Name: Everett Scofield
Phone: (805) 988-0912
Email: everett.scofield@la-arch.com

Accepted By (Signature) Date	(Print Name)	Title
Company and/or Owner		Contractor License #

SAMPLE

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: NOTICE AND APPROVAL FOR A PURCHASE ORDER
FOR URGENCY REPAIR COSTS FOR THE REPAIR OF
MECHANICAL SEAL AND PLATE FOR THE
IRRIGATION BOOSTER PUMP AT PLEASANT
VALLEY FIELDS FOR \$5,362.23**

BACKGROUND

During the Fiscal Year 2023-2024 budget workshops, the Board of Directors (Board) was presented with a list of Capital Improvement Projects (CIP) for the coming year by Staff. One of the top priorities identified by staff was the replacement of the irrigation pumps at Pleasant Valley fields (PVF). The elevated priority stemmed from a pump motor failure that occurred in FY 2022-2023, where the District had to request a Capital drawdown to fund the replacement of one (1) of the four (4) irrigation booster pump motors at PVF.

The irrigation booster pumps are the original equipment from when the park was built in 2009. The pump motors have an expected life cycle of 10–15 years. These pump motors have exceeded that life expectancy and with the adoption of the FY 2023-2024 Budget, \$100,000 was allocated from the General Fund for the replacement for three (3) of the four (4) remaining original pump motors.

Staff worked with the District’s preferred vendor to source the replacement motors and pump impellers and provided a quote for the purchase and installation of the equipment for \$22,506.39. Per the District’s approved Purchasing Policy, the General Manager exercised and authorized Staff to enter into an agreement with SiteOne Landscape for the purchase and installation of three (3) of the four (4) irrigation pump motors and impellers for an amount not to exceed \$24,500.

The replacement irrigation booster pump motors and impellers were installed in April. During the teardown of one of the pumps, the technician noticed some pitting on the plate that holds the mechanical seal for the motor shaft. The equipment was then reassembled and tested for leaks, with none detected. However, the technician noted the condition of the plate and informed the staff that if a leak developed, the plate would need to be replaced. The technician advised the staff to operate the pump normally and replace the plate only if a leak occurred. About three weeks after the pump motor was installed, a leak developed, necessitating the replacement of the compromised plate.

ANALYSIS

The quote for parts, labor, and tax to complete the repairs totals \$5,362.23 (attachment #1). This unexpected expense raises the project cost from \$22,506.39 to \$27,868.62, exceeding the General Manager's spending limit by \$2,868.62 without Board approval. However, given the essential role of the irrigation booster pumps in delivering water to the turf and plants at PVF, Staff has authorized SiteOne Landscape Service to order the necessary part and begin the repairs immediately. This decision was made due to the urgency of avoiding delays in operating the irrigation booster pump, which is crucial for turf survival and preventing costly repairs from potential turf loss. Per the District's Purchasing Policy, the General Manager exercised the given authority to order additional work to preserve and protect District property.

FISCAL IMPACT

The Board of Directors allocated \$100,000 in the Fiscal Year 2023-2024 Capital Budget for this project. The initial expense for the pump motor replacements was \$22,506.39, with an additional \$5,362.23 for parts and labor to repair the leaking pump plate. This brings the total cost to \$27,868.62. Despite the unexpected repair costs, there will still be savings of \$72,131.38 in the General Fund Capital Budget allocated for this project.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal:

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

RECOMMENDATION

Staff recommends the acceptance of this report and approval of an Urgency purchase order initiated by the General Manager and Staff for emergency repairs at Pleasant Valley Fields to be completed and payable to SiteOne Landscape Services for the amount of \$5,362.23.

ATTACHMENTS

- 1) SiteOne Landscape Services Proposal and Quote (1 page)



Oxnard CA #274
 260 Lambert St Ste G
 Oxnard, CA 93036-0942
 W: (805)278-4556

Quotation

Bill To:

Pleasant Valley Rec.& Park Dis (#149317)
 1605 Burnley St
 Camarillo, CA 93010-4524
 W: (805)482-5396

Ship To:

Pleasant Valley Rec.& Park Dis (#149317)
 1605 Burnley St
 Camarillo, CA 93010-4524
 W: (805)482-5396

Created	Quote#	Due Date	Expected Award Date	Expiration Date
05/08/2024	6971342	06/08/2024	06/08/2024	06/08/2024

Printed	Job Name	Job Description	Job Start Date
05/08/2024 18:13:28	Pump D Repair		06/08/2024

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	96677408	Adapter Plate	1		2,706.430	2,706.43
2	BSE3-SO	PEERLESS MECHANICAL SERVICE KIT <i>Item Note:</i> <i>Conditional: If existing mechanical seal is salvaged or not salvagable.</i>	1	EA	545.067	545.07
3	GTSERVICE-CM	GT Service - Chris Madden - (949) 279-4759	1	EA	1,875.000	1,875.00
4	999991	Sales Tax <i>Item Note:</i> <i>Estimated Sales Tax - 7.25% Camarillo, CA</i>	1	EA	235.730	235.73

Total Price: \$ 5,362.23

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date.

Local tax may differ based on locations and local codes.

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 766, APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF ASSESSMENTS FOR FY 2024-2025 FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT

SUMMARY

In 2001 the District hired SCI Consulting Group to establish the Assessment District which was formed to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demand placed on parks. A Resolution has been prepared to approve the engineer's report, confirm the diagram and assessment, and order a levy of assessments for the Fiscal Year 2024-2025 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District. The resolution additionally orders a levy of assessment of \$47.56 per Single Family Equivalent Unit.

BACKGROUND

On April 4, 2001, by Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, the Board of Directors ordered the formation of and levied the first assessment entitled, the Pleasant Valley Recreation and Park District Park Maintenance and Recreation Improvement Assessment District.

The assessments have been levied each year since FY 2001-2002. They have been used to improve and develop local parks and to enhance the maintenance of existing parks. In addition, the assessment revenues were anticipated to also be used to assist with the maintenance of new parks, including Pleasant Valley Fields.

On February 7, 2024, the Board adopted Resolution No. 757, directing the preparation of an Engineer's Report for the District, and initiating the procedures for the continuation of the Assessment District for FY 2024-2025.

On May 1, 2024, the Board adopted Resolution No. 760, declaring intention to levy assessments for FY 2024-2025, preliminarily approving the Engineer's Report, and providing for Notice of Hearing for the Public Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

ANALYSIS

To continue to levy the assessments, the Board on February 7, 2024, directed SCI Group, Inc., the assessment engineer, to prepare an Engineer's Report for FY 2024-2025. This Engineer's Report, which includes the proposed budget and the updated proposed assessment for each parcel in the District, was completed, but not filed with the District's legal counsel. The only time the Engineer's Report is required to be filed with the District's legal counsel is when there are significant changes. Staff spoke with Jeanette Hynson of SCI Consulting Group who advised that due to minimal changes there was no need to file the Engineer's Report with the attorney this year.

FISCAL IMPACT

The Board has the authority to approve an annual adjustment to the assessment rate by an amount equal to the change in the Los Angeles Consumer Price Index (CPI), not to exceed 3%. The assessment rate for FY 2024-2025 is \$47.56 per single-family equivalent benefit unit (\$1.39 increase from last fiscal year rate) which is an assessment rate increase of 3.0%, which is the maximum percentage allowed to be used for the Assessment Tax increase. SCI staff utilized the CPI indicator as of December 31, 2023, which was 3.47%, used 3% of the 3.47% for the FY 2024-2025 increase and banked the additional 0.47% to be used at later time if/when the CPI is below 3%.

Pending Board approval, this increase will provide assessment revenue sufficient for park maintenance programs including tree maintenance, amenity repairs, administrative staff, landscape services and the ongoing fund for a portion of the Pleasant Valley Fields debt service. The budget for the services and improvements that would be funded by the proposed assessments was developed by Staff in cooperation with SCI.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal

- 1.0: To ensure the short and long-term fiscal health of the District.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 766 Approving the Engineer's Report, confirming the diagram and assessment, and ordering the \$47.56 levy of assessment for Fiscal Year 2024-2025 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

ATTACHMENT

- 1) Resolution No. 766 (3 pages)
- 2) Engineer's Report for FY 2024-2025 (43 pages)

RESOLUTION NO. 766

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF ASSESSMENT FOR FISCAL YEAR 2024-25 FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

WHEREAS, on April 4th, 2001, by its Resolution No. 356, this Board ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement District (the "Assessment District") pursuant to Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of improvements to the Pleasant Valley Recreation and Park District described in annual Engineer's Report; and

WHEREAS, by its Resolution No. 757, A Resolution Directing Preparation of the Engineer's Report for the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement District, this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution; and

WHEREAS, the report was duly made and filed with the Clerk of the Board and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that June 5, 2024, at the hour of 6:00 p.m. at the Pleasant Valley Senior Center, 1605 E. Burnley Street, Camarillo, California, were appointed as the time and place for a hearing by this Board on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of assessments were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the levy be made.

2. The land within the Assessment District will be specially benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Clerk of the Board, which map is made a part hereof by reference thereto.
3. The assessment is levied without regard to property valuation.
4. The Engineer's Report as a whole and each part thereof, to wit:
 - (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith; and
 - (b) the diagram showing the Assessment District, plans, and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Assessment District; and
 - (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto;

are finally approved and confirmed.

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
6. The assessment to pay the costs and expenses of the maintenance of the improvements for Fiscal Year 2024-25 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.
7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
8. Immediately upon the adoption of this resolution, but in no event later than the second Monday in August following such adoption, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Ventura. Upon such filing, the County

Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Pleasant Valley Recreation and Park District.

- 9. Upon receipt of the moneys representing assessments collected by the County, the General Manager shall deposit the moneys in the Assessment District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Assessment District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

- 10. The assessments levied are in conformance with Proposition 218.

PASSED AND ADOPTED this 5th day of June 2024, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

MARK MALLOY, CHAIRMAN
Pleasant Valley Recreation and Park
District

ATTESTED:

JORDAN ROBERTS, SECRETARY
Pleasant Valley Recreation and Park District



ENGINEER'S REPORT

Pleasant Valley Recreation and Park District Park Maintenance and Recreation Improvement District

Fiscal Year 2024-25
April 2024

Pursuant to the Landscaping and Lighting Act of 1972
and Article XIID of the California Constitution

Engineer of Work:



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Introduction

Overview

The Pleasant Valley Recreation and Park District (the “Park District”) currently provides park facilities and recreational programs for its service area of 26,800 parcels. The Park District currently owns, operates and maintains 28 neighborhood, community, and regional parks which are distributed throughout the Park District. (For locations of the Park District’s facilities, see the Diagram following in this Report.)

The Park District’s facilities are summarized as follows:

District Parks

- ❖ **Adolfo Park**, (3.0 acres), 3601 N. Adolfo.
- ❖ **Arneill Ranch Park**, (5.0 acres), 1301 Sweetwater.
- ❖ **Birchview Park**, (0.7 acres), 5564 Laurel Ridge Lane, Birchview/Laurel Ridge.
- ❖ **Calleguas Creek Park**, (3.0 acres), 675 Avenida Valencia.
- ❖ **Camarillo Oak Grove Park**, (24.55 acres), 6968 Camarillo Springs Road.
- ❖ **Carmenita Park**, (1.0 acres), 1506 Sevilla.
- ❖ **Charter Oak Park**, (5.7 acres), 2500 Charter Oak Drive.
- ❖ **Community Center Park**, (12.9 acres), 1605 E. Burnley Street, Carmen/Burnley.
- ❖ **Dos Caminos Park**, (4.4 acres), 2198 N. Ponderosa Road, Las Posas/Ponderosa.
- ❖ **Encanto Park**, (3.0 acres), 5300 Encanto.
- ❖ **Foothill Park**, (2.3 acres), 1501 Cranbrook Street.
- ❖ **Freedom Park**, (33.9 acres), 275 E. Pleasant Valley Road, Skyway/Eubanks.
- ❖ **Heritage Park**, (9.0 acres), 1630 Heritage Trail, Joshua Trail/Heritage Trail.
- ❖ **Las Posas Equestrian Park**, (2.0 acres), 2084 Via Veneto, El Tuaca/Via Veneto.
- ❖ **Laurelwood Park**, (1.5 acres), 2127 Dexter, Mobil/Dexter.
- ❖ **Lokker Park**, (7.0 acres), 848 Vista Coto Verde, Calle Higuera/Avenida Sultura.
- ❖ **Mel Vincent Park**, (5.0 acres), 668 CALISTOGA ROAD.

- ❖ **Mission Oaks Park**, (20.2 acres), 5501 Mission Oaks Boulevard, Mission Oaks/Oak Canyon.
- ❖ **Nancy Bush Park**, (3.4 acres), 1150 Bradford.
- ❖ **Pitts Ranch Park**, (10.0 acres), 1400 Flynn Road.
- ❖ **Bob Kildee Community Park**, (13.0 acres), 1030 Temple Avenue, Ponderosa/Temple.
- ❖ **Quito Park**, (5.0 acres), 7073 Quito Court, Calle Dia/Quito.
- ❖ **Springville Park**, (5.0 acres), 801 Via Zamora.
- ❖ **Trailside Park**, (0.5 acres), 5462 Cherry Ridge Drive, Willow View/Maple View.
- ❖ **Valle Lindo Park**, (10.0 acres), 889 Aileen Street, Valle Lindo/Aileen.
- ❖ **Pleasant Valley Fields**, (55.0 acres), 3777 Village at the Park Drive.
- ❖ **Woodcreek Park**, (5.0 acres), 1200 Woodcreek Road, Lynwood/Woodcreek.
- ❖ **Woodside Park**, (5.0 acres), 247 Japonica Avenue, Ridgeview/Japonica.

Assessment Process

In 2001, due to the combination of limited revenues, a growing community and expanding park acreage, the Park District projected that it would not be able to adequately maintain its current and future parks and recreation facilities. Therefore, the Board proposed the establishment of an assessment district to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demand placed on the parks.

In February and March 2001, the Board conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution (“The Taxpayer’s Right to Vote on Taxes Act”) and the Landscaping and Lighting Act of 1972. During this ballot proceeding, property owners in the District were provided with a notice and ballot for the proposed parks assessment (“the Parks Maintenance and Recreation Improvement District” or the “Improvement District”). A 45-day period was provided for balloting and a public hearing was conducted on March 21st, 2001. At the public hearing, all ballots returned within the 45-day balloting period were tabulated. It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final balloting result was 58.7% weighted support in favor of the benefit assessments for the Pleasant Valley Recreation and Park District’s Park Maintenance and Recreation Improvement District.

As a result, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

Engineer’s Report and Continuation of Assessments

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer’s Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer’s Report is completed, the Board may preliminarily approve the Engineer’s Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 7, 2024.

This Engineer’s Report (“Report”) was prepared to establish the budget for the continued improvements and services (“Improvements”) that would be funded by the proposed 2024-25 assessments, determine the benefits received by property from the improvements and services within the Park District and the method of assessment apportionment to lots and parcels within the Park District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the “Act”) and Article XIID of the California Constitution (the “Article”).

If the Board preliminarily approves this Engineer’s Report and the continuation of the assessments by resolution. A notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer’s Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 5, 2024. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2024-25. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller by August 2024 for inclusion on the property tax roll for fiscal year 2024-25.

Legislative Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly specified and identified

- Special benefits are directly received by and provide a direct advantage to property in the assessment district
- The assessments must be proportional to the special benefits conferred

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article 13C and 13D of the California Constitution because the improvements to be funded are clearly defined; the benefiting properties in the Improvement District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Improvement District and such special benefits provide a direct advantage to property in the Improvement District that is not enjoyed by the public at large or other property; and the assessments are proportional to the special benefits conferred.

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Improvement District; and the improvements provide a direct advantage to property in the Improvement District that would not be received in absence of the assessments.

This Engineer's Report is consistent with *Beutz, Dahms and Greater Golden Hill* because the improvements will directly benefit property in the Improvement District and the general benefits have been explicitly calculated and quantified and excluded from the assessments. The Engineer's Report is consistent with *Bonander* because the assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.

Plans & Specifications

The Pleasant Valley Recreation and Park District maintains park facilities in locations throughout its boundaries.

The work and improvements (the “Improvements”) proposed to be undertaken by the Pleasant Valley Recreation and Park District’s Park Maintenance and Recreation Improvement District (the “Improvement District”) and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the Improvement District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the “Act”) the work and improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, playground equipment, hard court surfaces, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, park grounds and facilities, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasiums, senior centers, running tracks, swimming pools, landscape corridors, trails, other recreational facilities, security patrols to protect the Improvements, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Pleasant Valley Recreation and Park District. Any plans and specifications for these improvements have been filed with the General Manager of the Pleasant Valley Recreation and Park District and are incorporated herein by reference.

As applied herein, “Installation” means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling) sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Improvement District plus Incidental expenses. Reference is made to the Summary of District’s Improvement Plans section in the following section of this Report and the more detailed budgets and improvement plans of the Park District, which are on file with the Pleasant Valley Recreation and Park District.

Fiscal Year 2024-25 Estimate of Cost and Budget

Introduction

Following are the proposed Improvements, and resulting level of improved parks and recreation facilities, for the Improvement District. As previously noted, the baseline level of service included a declining level of parks and recreation facilities due to shortages of funds for the Park District. Improvements funded by the assessments are over and above the previously declining baseline level of service. The formula below describes the relationship between the final level of improvements, the existing baseline level of service, and the enhanced level of improvements to be funded by the proposed assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

Summary of District's Improvement Plans

Projects have been chosen throughout the Park District in order to ensure that all properties in the narrowly drawn Park District boundaries will receive improved access to better maintained and improved parks in their area. A detailed project improvement plan has been developed and is available for review at the Park District offices.

Table 1 - Estimate of Cost, FY 2024-25

	Total Budget	
Installation, Maintenance & Servicing Costs		
Capital Improvements	\$1,758,932	
Equipment and Facility Replacement	\$70,000	
Services and Supplies	\$2,562,027	
Maintenance and Operations of Improvements ¹	<u>\$2,404,983</u>	
Subtotal - Installation, Maintenance and Servicing	\$6,795,942	
Administrative Costs:		
Assessment Administration and County Charges	\$29,226	
Allowance for Uncollectible Assessments	<u>\$10,791</u>	
Subtotals - Incidentals	\$40,017	
Total for Installation, Maintenance, Servicing and Administration	\$6,835,959	
Total Benefit of Improvements	\$6,835,959	
Single Family Equivalent Units (SFE)	28,558	
Benefit Received per SFE Unit	\$239.37	
Less:		
District Contribution for General Benefits ²	(\$1,708,990)	
District Contribution for Special Benefits	(\$3,808,871)	
Beginning Fund Balance (July 1, 24)	(\$1,354,670)	
Contribution to Reserve Fund/Improvement Fund/Contingency ³	<u>\$1,394,775</u>	
	(\$5,477,756)	
Net Cost of Installation, Maintenance and Servicing (Net Amount to be Assessed)	\$1,358,203	
Budget Allocation to Property		
Total Assessment Budget*	\$1,358,203	
	Unadjusted	Adjusted
	SFE	SFE
Single Family Equivalent Benefit Units - Zone A	27,539.11	27,539.11
Single Family Equivalent Benefit Units - Zone B	440.44	110.11
Single Family Equivalent Benefit Units - Zone C	1,816.89	<u>908.45</u>
Adjusted SFE Units		28,557.67
Assessment per Single Family Equivalent Unit		\$47.56

* All assessments are rounded to lower even penny. Therefore, the budget amount may slightly differ from the assessment rate

Notes to Estimate of Cost:

1. The item, Maintenance and Operation of Improvements provides funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Improvements include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the following section, at least 25% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$6,835,959, the District must contribute at least \$1,708,990 from sources other than the assessments. The District will contribute much more than this amount, which more than covers any general benefits from the Improvements.
3. This amount is the projected ending fund balance as of June 30, 2025. The Fund Balance shown includes operating reserves and the Capital Improvement Reserve Fund.
4. The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The funds shown under contribution to Reserve Fund / Improvement Fund / Contingency are primarily being accumulated for future capital improvement and capital renovation needs.

Method of Apportionment

Method of Apportionment

This section of the Engineer's Report explains the special and general benefits to be derived from the Improvements to park facilities and District maintained property throughout the Park District, and the methodology used to apportion the total assessment to properties within the Improvement District.

The Improvement District consists of all Assessor Parcels within the boundaries of the Pleasant Valley Recreation and Park District. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Improvement District or to the public at large. Special benefit is calculated for each parcel in the Improvement District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Identification of the direct advantages (special benefits) received by property in the Improvement District
3. Calculation of the proportion of these benefits that are general
4. Determination of the relative special benefit within different areas within the Improvement District
5. Determination of the relative special benefit per property type
6. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

“The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California].”

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel, in contrast to a general benefit which provides indirect or derivative advantages. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district’s property values).

Finally, Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIII D, sections 2(i) & 4(f).) The SVTA v. SCCOSA decision further clarifies that special benefits must provide a direct advantage to benefiting property and that examples of a special benefit include proximity to a park, expanded or improved access to open space or views of open space.

Benefit Factors

The special benefits from the Improvements are listed below:

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the Improvement District, the residential, commercial and other benefiting properties in the Improvement District do not have large outdoor areas and green spaces. The parks in the Improvement District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the "NPRA"), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within this service radii close proximity and easy access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by other properties or the public at large.

Moreover, almost every neighborhood park in the Improvement District does not provide a restroom or parking lot. Such public amenities were specifically excluded from neighborhood parks because neighborhood parks are designed to be an extension of usable land area specifically for properties in close proximity, and not the public at large or other non-proximate property. The occupants of proximate property do not need to drive to their local park and do not need restroom facilities because they can easily reach their local neighborhood park and can use their own restroom facilities as needed. This is further tangible evidence of the effective extension of land area provided by the Improvements to proximate parcels in the Improvement District and the unique direct advantage the parcels within the Improvement District receive from the Improvements.

An analysis of the service radii for the Improvements finds that all properties in the Improvement District enjoy the distinct and direct advantage of being close and proximate to parks within the Improvement District. As noted in the following section, several Zones of Benefit have been specifically drawn within the Improvement District to further recognize the unique levels of proximity and special benefits to properties in the Improvement District. The benefiting properties in the Improvement District therefore uniquely and specially benefit from the Improvements and several unique areas of special benefits have been narrowly drawn.

Proximity to improved parks and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Improvement District. Therefore, property in the Improvement District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Improvement District do not share.

In absence of the assessments, the Improvements would not be provided and the parks and recreation areas in the Improvement District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Improvement District, they provide a direct advantage and special benefit to property in the Improvement District.

Access to improved parks, open space and recreational areas

Since the parcels in the Improvement District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Improvement District.

Improved Views

The Park District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when is the Improvements are accessed or passed. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Improvement District.

Benefit Finding

In summary, real property located within the boundaries of the Improvement District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, greenbelts, trail systems and other public resources funded by the Assessments. The Improvements are specifically designed to serve local properties in the Improvement District, not other properties or the public at large. The public at large and other properties outside the Improvement District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Improvement District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

General versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to real property outside of improvement district	+	Benefit to real property inside of improvement district	+	Benefit to public at large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Improvement District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements. Other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Improvement District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Calculating General Benefit

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Benefit to Property Outside the Improvement District

Properties within the Improvement District receive almost all of the special benefits from the Improvements because properties in the Improvement District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Improvement District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Improvement District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Improvement District and within the proximity radii for neighborhood parks in the Improvement District receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are geographically on only one side of the Improvements and are over twice the average distance from the Improvements compared to properties in the Assessment District. The general benefit to property outside of the Improvement District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

Assumptions:

3,616 parcels outside the district but within either 0.5 miles of a neighborhood park or 2.0 miles of a community park within the Improvement District.

25,370 parcels in the Improvement District.

50% relative benefit compared to property within the Improvement District.

Calculation of General Benefit to Property Outside the Improvement District

$$(3,616 / (25,370 + 3,615)) * 0.5 = 6.2\%$$

Although it can reasonably be argued that Improvements inside, but near the Park District boundaries are offset by similar park and recreational improvements provided outside, but near the Park District's boundaries, we use the more conservative approach of finding that 6.2% of the Improvements may be of general benefit to property outside the Improvement District.

Benefit to Property *Inside* the District that is *Indirect and Derivative*

The "indirect and derivative" benefit to property within the Improvement District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Improvement District is special, because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the Improvement District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district". A measure of the general benefits to property within the Assessment area is the percentage of land area within the Improvement District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.0% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the Park District's parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the Park District¹. A survey of park and recreation facility usage conducted by SCI Consulting Group found that less than 5% of the Park District's facility usage is by those who do not live or work within District boundaries.² When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 5% of general benefits are allocated for people within the Improvement District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

¹ . When District facilities are used by those individuals, the facilities are not providing benefit to property within the Park District. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the Park District facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses Park District facilities but does

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 18.2% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

General Benefit Calculation	
6.2%	(Outside the Assessment District)
+ 2.0%	(Inside the district – indirect and derivative)
+ 10.0%	(Public at Large)
= 18.2%	(Total General Benefit)

Although this analysis finds that 18.2% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 25%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The Park District's total budget for maintenance and improvement of its parks and recreational facilities is \$6,835,959. Of this total budget amount, the Park District will contribute \$5,517,861 from sources other than the assessments for park maintenance and operation. This contribution by the Park District equates to approximately 81% of the total budget for maintenance and improvements and constitutes far more than the amount attributable to the general benefits from the Improvements.

not reside, work, shop or own property within the Park District boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.

². A total of 200 park users were surveyed on different days and times during the months of November and December 2000. Nine respondents (4.5%) indicated that they did not reside or work within the Park District.

Zones of Benefit

The Pleasant Valley Recreation and Park District's parks and recreation facilities are generally concentrated in the areas encompassing the City of Camarillo. The outlying, generally more rural areas of the Park District have limited park and recreation facilities and properties in these areas (collectively "area") are generally less proximate to the Improvements. Therefore, this area receives relatively lesser special benefits from the assessments than properties located within the City of Camarillo. This area of lesser benefit is defined to include all parcels within District boundaries that are located outside of the City limits, excluding the upper northwest section of the unincorporated areas of the Park District, generally known as the Heights and Spanish Hills³. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this Report. All parcels within the City of Camarillo or within the unincorporated areas described as the Heights or Spanish Hills are classified into Zone of Benefit A or Zone A.

Relative proximity and access to the Park District's facilities is a measure of the level of special benefit conferred by the assessments. Parcels in Zone B are approximately four times farther removed from the Park District's facilities as those within Zone A; therefore these properties are determined to receive 1/4 (25%) the level of benefit as those within Zone A.

Leisure Village and The Springs are two retirement communities generally located on the eastern side of the City of Camarillo. Both communities provide their own recreational facilities and programs to their residents, and the Park District does not own or maintain facilities within the two communities. Consequently, the recreational facilities and services offered by Leisure Village and The Springs offset some of the benefits provided by the Park District's facilities, so these properties receive lower levels of special benefit. Although the residents and employees of Leisure Village and The Springs use facilities within each community, they also can and do utilize the Park District's facilities and programs, such as the Senior Center, Community Center, and Pleasant Valley pool.

³ . The area of Heights and Spanish Hills is generally located in the northwest unincorporated section of the Park District. The Las Posas Equestrian Park and Springville Park is located within this area. In addition, this area has similar proximity to the Park District's parks and facilities as do other parcels within the City of Camarillo.

A survey of property owners conducted by Godbe Research and Analysis in August 2000, found that property owners in these communities utilized Park District facilities generally approximately at one-half the frequency of property owners outside these communities. Using relative frequency of use as a measure of benefit, the Engineer has determined that a benefit of 1/2 the level of benefit as those within Zone A is appropriate. Therefore, properties in Leisure Village and The Springs are classified into Zone of Benefit C or Zone C and are determined to receive a benefit of 1/2 (50%) the level of benefit as those within Zone A.

The summary of parcels and assessments by Zone of Benefit is listed in the following table.

Table 2 - Summary of Parcels and Assessments by Zone of Benefit

	<i>Zone of Benefit</i>			<i>Total</i>
	<i>A</i>	<i>B</i>	<i>C</i>	
Total Parcels	23,733	691	2,398	26,822
SFE Units (Unadjusted for Benefit Weighting)	27,539.11	440.44	1,816.89	29,796.44
Benefit Adjustment Factor	100%	25%	50%	
Assessment Rate per SFE	\$47.56	\$11.89	\$23.78	
Total Assessment	\$1,309,760	\$5,237	\$43,206	\$1,358,203

The Zones of Benefit are shown on the Assessment Diagram and are listed for each parcel on the Assessment Roll.

Assessed properties within the Improvement District are within the industry-accepted proximity/service area for parks and recreation facilities. As noted, these proximity radii were specifically established to only encompass properties with good proximity and access to local parks and in effect make local parks within the proximity radii an extension of usable land area for the properties in the area. Since all parcels in the Improvement District have good access and proximity to the Improvements and the benefits to relatively closer proximity are offset by other factors, additional proximity is not considered to be a factor in determining benefit within each Zone of Benefit. In other words, the boundaries of the Improvement District and the Zones of Benefit have been narrowly drawn to include only properties that have good proximity and access and will specially benefit from the Improvements.

The SVTA vs. SCCOSA, 44 Cal.4th 431, 456, decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the Improvement District, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. Therefore, the even spread of assessment throughout each narrowly drawn Zone of Benefit is indeed consistent with the SVTA vs. SCCOSA decision and satisfies the “direct relationship to the ‘locality of the improvement.’” standard.

Method of Assessment and Proportionality

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the Improvement District. These benefits can partially be measured by the occupants on property in the Improvement District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.⁴

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer’s Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single family home on one parcel. In this case, the “benchmark” property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

⁴ For example, in *Federal Construction Co. v. Ensign (1922) 59 Cal.App. 200 at 211*, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: “Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city’s sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense.”

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Park District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential, its location and its proximity to parks and recreational facilities. Furthermore, the proportional special benefit derived by each identified parcel is apportioned based upon the following:

1. The entirety of the capital cost of the Improvements;
2. The maintenance and operation expenses of the Improvements;
3. And the cost of the property-related service being provided.

This method is further described below.

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the Improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the Improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Each parcel's benefit is determined by the difference between the general and special benefits being conferred on the properties by the Improvements; and the proportion of the special benefit conferred on the various land uses within the Assessment District. This method is further depicted below.

Equation 1 – Special Benefit Apportionment Factors

$$\text{Special Benefit} \approx \sum (\text{Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements})$$

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative special benefit in relation to a single family home on one parcel (the benchmark parcel). The formula for this special benefit assignment is as follows.

Equation 2 – Relative Special Benefit (SFE)

$$\text{Relative Special Benefit} \approx \frac{\text{Special Benefit for a Specific Parcel}}{\text{Special Benefit for the Benchmark Parcel}}$$

Finally, to apportion the cost of Improvements to each parcel the total cost of the Improvements funded by the Assessments is divided by the total SFE benefit units assigned to all parcels. The resulting rate per SFE unit is then multiplied by the SFE units assigned to a parcel to determine the proportional assessment for each parcel.

Equation 3 – Assessment Apportionment

$$\text{Assessment for Parcel} = \frac{\text{Entire Cost of Improvements}}{\text{Total SFE Benefit Units}} * (\text{SFE Benefit Units for Parcel})$$

Method of Apportionment

Residential Properties

Certain residential properties in the Improvement District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses and townhomes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. The population density factors for the Pleasant Valley Recreation and Park District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the Park District from the 1990 Census and dividing it by the total number of such households, finds that approximately 3.32 persons occupy each single family residence, whereas an average of 2.16 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 3.32 persons, 0.65 SFE would equate to one multi-family unit or 0.65 SFE for every 2.16 residents. Likewise, each condominium unit receives 0.71 SFE and each mobile home receives 0.51 SFE.

Table 3 - Residential Density and Assessment Factors

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor</i>
Single Family Residential	34,333	10,343	3.32	1.00
Condominium	9,464	4,030	2.35	0.71
Multi-Family Residential	5,633	2,602	2.16	0.65
Mobile Home on Separate Lot	1,712	1,014	1.69	0.51

Source: 1990 Census, city of Camarillo (the most recent data available when the Improvement District was established).

The single family equivalency factor of 0.65 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in excess of 20 units is determined to be 0.65 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 3.32. Since the average lot size for a single family home in the Park District is approximately 0.27 acres, the average number of residents per acre of residential property is 12.30.

The employee density per acre is generally 2 times the population density of single family residential property per acre (24 employees per acre / 12.3 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 2 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 2 employees is the basis for allocating commercial/industrial benefit. Table 4 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Table 4 - Commercial/Industrial Density and Assessment Factors

<i>Type of Commercial/Industrial Land Use</i>	<i>Average Employees Per Acre ¹</i>	<i>SFE Units per 1/4 Acre ²</i>
Commercial	24	1.00
Office	68	2.83
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.04

1. Source: San Diego Association of Governments Traffic Generators Study.

2. The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

Vacant Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the Fiscal Year 2000-01 assessed valuation data from the County of Ventura, found that 35% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 35% of the benefits are related to the underlying land and 65% are related to the improvements and the day to day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.35 per parcel.

As properties are approved for development, their value increases. Likewise, the special benefits received by vacant property increases as the property is approved for development, or becomes closer to being improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

Other Properties

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Other publicly owned property that is used for business purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Improvements and are assessed an SFE benefit factor of 0.

Duration of Assessment

As noted previously, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. It is proposed that the Assessment be levied for fiscal year 2024-25 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Pleasant Valley Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. The Assessment can continue to be levied annually after the Pleasant Valley Recreation and Park District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the General Manager or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or her or his designee, shall be referred to the Board of the Pleasant Valley Recreation and Park District and the decision of the Board of the Pleasant Valley Recreation and Park District shall be final.

Assessment

Whereas, on February 7, 2024 the Pleasant Valley Recreation and Park District Board of Directors adopted its Resolution Designating Engineer of Work, and Directing Preparation of the Engineer’s Report for the Pleasant Valley Recreation and Park District, County of Ventura, California;

Whereas, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Improvement District and an assessment of the estimated costs of the improvements upon all assessable parcels within the Improvement District, to which Resolution and the description of the Improvements therein contained, reference is hereby made for further particulars;

Now, Therefore, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of said Pleasant Valley Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Improvement District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2024-25 is generally as follows:

Table 5 - Summary Cost Estimate

	<i>F.Y. 2024-25</i>
	<u><i>Budget</i></u>
Parks Maintenance	\$5,037,010
Parks Improvements	\$1,758,932
Contingency and Reserve	\$1,394,775
Incidental Expenses	<u>\$40,017</u>
TOTAL BUDGET	\$8,230,734
Less:	
Beginning Fund Balance (July 1, 24)	(\$1,354,670)
Park District Contribution	<u>(\$5,517,861)</u>
NET AMOUNT TO ASSESSMENTS	\$1,358,203

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Improvement District. The distinctive number of each parcel or lot of land in the said Improvement District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Improvement District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2022 to December 2023 was 3.47%. Therefore, the maximum authorized assessment rate for fiscal year 2024-25 is increased by 3.00% which equates to \$47.56 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2024-25 at the rate of \$47.56. The assessment ballot proceeding conducted in 2001 authorized an annual adjustment in the assessment levies equal to the annual change in the CPI, not to exceed 3%. The maximum authorized assessment rate for fiscal year 2024-25 is within the limits of the authorized CPI increase.

The assessment is made upon the parcels or lots of land within the Improvement District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2024-25 for each parcel or lot of land within the Improvement District.

Dated: April 4, 2024

Engineer of Work



A handwritten signature in blue ink, appearing to read "John W. Bliss", written over a horizontal line.

By

John Bliss, License No. C52091

Assessment Diagram

The Improvement District includes all properties within the boundaries of the Pleasant Valley Recreation and Park District. The boundaries of the Improvement District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Improvement District are those lines and dimensions as shown on the maps of the Assessor of the County of Ventura, for fiscal year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.

(This page intentionally left blank.)

FILED IN THE OFFICE OF THE GENERAL MANAGER
 OF THE PLEASANT VALLEY RECREATION AND
 PARK DISTRICT, COUNTY OF VENTURA,
 CALIFORNIA,
 THIS _____ DAY OF _____, 2024.

GENERAL MANAGER _____

RECORDED IN THE OFFICE OF THE GENERAL
 MANAGER OF THE PLEASANT VALLEY
 RECREATION AND PARK DISTRICT,
 COUNTY OF VENTURA, CALIFORNIA, THIS
 _____ DAY OF _____
 2024.

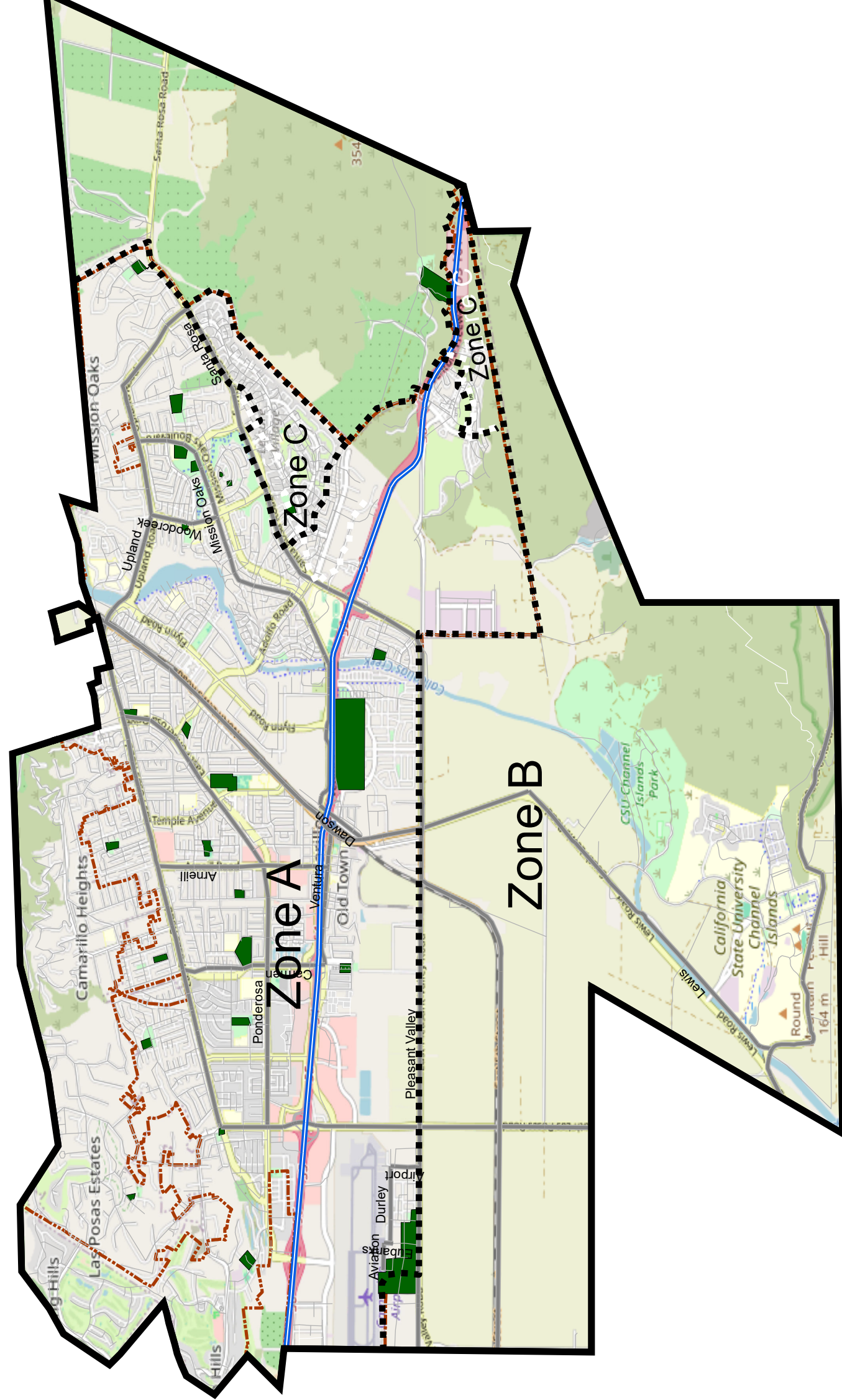
GENERAL MANAGER _____

AN ASSESSMENT WAS CONFIRMED AND
 LEVIED BY THE BOARD OF DIRECTORS OF
 THE PLEASANT VALLEY RECREATION AND PARK
 DISTRICT ON THE LOTS, PIECES AND PARCELS
 OF LAND ON THIS ASSESSMENT DIAGRAM ON THE
 _____ DAY OF _____, 2024
 FOR FISCAL YEAR 2024-25 AND SAID ASSESSMENT
 DIAGRAM AND THE ASSESSMENT ROLL FOR SAID
 FISCAL YEAR WERE FILED IN THE OFFICE OF THE
 COUNTY AUDITOR OF THE COUNTY OF VENTURA
 ON THE _____ DAY OF _____,
 2024. REFERENCE IS HEREBY MADE TO SAID
 RECORDED ASSESSMENT ROLL FOR THE EXACT
 AMOUNT OF EACH ASSESSMENT LEVIED AGAINST
 EACH PARCEL OF LAND.

GENERAL MANAGER _____

FILED THIS _____ DAY OF _____
 2024, AT THE HOUR OF _____ O'CLOCK
 _____ M. IN THE OFFICE OF THE COUNTY
 AUDITOR OF THE COUNTY OF VENTURA,
 STATE OF CALIFORNIA, AT THE REQUEST OF
 THE BOARD OF DIRECTORS OF THE PLEASANT
 VALLEY RECREATION AND PARK DISTRICT.

COUNTY AUDITOR, COUNTY OF VENTURA



Note:
 REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS
 OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE
 COUNTY OF VENTURA FOR A DETAILED DESCRIPTION OF
 THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN
 HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS
 CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.
 EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE
 ASSESSOR'S PARCEL NUMBER.

Legend

- Interstate
- Major Road
- Local Road
- Parks
- District Boundary Line
- City boundaries
- Zone of Benefit Boundary

N W E S

SCI Consulting Group
 4745 Mangels Blvd
 Fairfield, Ca 94534
 707-430-4300

Appendix A - 2024-25 Assessment Roll

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 767 TO ADOPT REQUIRED FINDINGS AND
AUTHORIZING THE GENERAL MANAGER TO ENTER
INTO AN ENERGY SERVICE CONTRACT WITH
SITELOGIQ, INC.**

SUMMARY

On October 4, 2023, the District Board of Directors approved the General Manager to enter into an agreement with SitelogIQ, Inc. (SitelogIQ) to perform a Districtwide audit of facilities and to develop an energy efficiency program. In accordance with California Government Code 4217.10 et seq., SitelogIQ's criteria was to develop an energy upgrade program that would be self-funded through utility cost savings. On March 19, 2024, SitelogIQ presented a preliminary program proposal to District Staff which included solar photovoltaic generation systems, energy storage, electric vehicle charging stations, HVAC systems and controls, and lighting upgrades. District Staff and SitelogIQ have established a program that will help the District lower utility costs, provide additional disaster response resources to District residents, and support clean and renewable energy initiatives.

BACKGROUND

District Staff and SitelogIQ began a Districtwide energy audit of all 28 District owned facilities and parks, on November 29, 2023. This audit included inspections of all HVAC systems, electrical panels and meters, exterior and interior lighting systems, and aquatic equipment located at the Community Center Park ("Community Center") and District Administration Office, Bob Kildee Community Park ("Bob Kildee"), Pleasant Valley Aquatic Center ("Aquatic Center"), Freedom Park ("Freedom") and District Park Office, Pleasant Valley Fields ("PV Fields"), and all Sports, Community, and Neighborhood Parks. In addition to on-site visits and equipment inspections, SitelogIQ performed an audit of all District utility accounts.

SitelogIQ met with Staff on March 19, 2024, to review the proposed final program scope for District energy efficiency upgrades. This program would include the installation of solar photovoltaic systems, energy storage, electrical vehicle charging stations, HVAC systems and controls, and interior lighting upgrades to District facilities and parks: Community Center Park & District Administration Office, Bob Kildee Community Park & Aquatic Center, Freedom Park & District Park Office, and Pleasant Valley Fields. The program scope presented met the criteria to

be self-funded through energy cost avoidance and satisfied Staff’s request to establish a program with no up-front contribution from the District.

Staff and SitelogIQ presented the final program proposal to the Finance Committee on April 17, 2024, where Staff was directed to present the program at the Board of Directors Regular Meeting on May 1, 2024.

ANALYSIS

In 2015 California State Senate Bill 350, The Clean Energy and Pollution Reduction Act, was passed to establish clean energy, clean air, and greenhouse gas reduction goals to reduce greenhouse gases to 80 percent below 1990 levels by the year 2050. In support of this, the California Energy Commission (CEC) has established several pathways to help the State achieve this goal, one of which is a program for the Energy Efficiency in Existing Buildings Action Plan. This plan is required by California Assembly Bill 758 which recognizes the need for California to address climate change through reduced energy consumption in existing buildings. Within this action plan, the Local Government Challenge Program Strategy (S 1.7) encourages local governments to implement innovative efficiency programs, example given: aggressive efficiency for public buildings.

The proposed program will ensure the District is making an impactful contribution towards the State’s measures to implement green energy solutions and reduce its greenhouse gas emissions. The established program includes the following components and District facilities:

	Interior & Exterior Lighting	HVAC System Replacement	HVAC Wireless Controls	Solar Photovoltaic System	Energy Storage Battery	Electric Vehicle Charging	Parking Lot Remediation
Bob Kildee Community Park	Retrofit/Upgrade of 40 non-LED fixtures						
Freedom Park & District Park Office				70.9 kW Solar-PV canopy system		(2) Dual-port level 2 chargers	Slurry coat and re-stripe
Pleasant Valley Fields				98.1 kW Solar-PV canopy system		(2) Dual-port level 2 chargers	Slurry coat and re-stripe
Community Center Park & District Administration Office		(1) 2 ton pkg unit (5) 3 ton pkg unit (1) 5 ton pkg unit (2) 10 ton pkg unit (4) 15 ton pkg unit (2) nominal tonnage pkg unit	(18) wireless smart thermostats	85.9 kW Solar-PV canopy system	100 kW / 372kWh	(2) Dual-port level 2 chargers	Partial parking lot remediation

- Interior and Exterior Lighting – Bob Kildee Community Park
- HVAC Systems and Controls – Community Center Park & District Administration Office
- Solar Photovoltaic Systems – Freedom Park & District Park Office, Pleasant Valley Fields, and Community Center Park & Administration Office

- Battery Energy Storage – Community Center Park & District Administration Office
- Electric Vehicle (EV) Charging Stations – Freedom Park & District Park Office, Pleasant Valley Fields, and Community Center Park & Administration Office
- Parking Lot Remediation – Freedom Park & District Park Office, Pleasant Valley Fields, and Community Center Park & Administration Office

Energy efficient lighting upgrades are needed for exterior fixtures at Bob Kildee Community Park. The benefits of upgrading these exterior lights at this facility include energy conservation, but they also make an impact to the overall useful life of each fixture and lamp, and their compatibility with future replacement parts and lamps. A total of 40 non-LED exterior light fixtures will be replaced.

Within the Community Center Park and District Administration Office buildings, the aging HVAC systems lack essential energy saving components that allow them to perform efficiently with fewer greenhouse gas emissions. In addition to the units themselves, the thermostat controls allow for temperature control but do not allow for scheduling or remote access. By upgrading the HVAC package units, the District can reduce both excess emissions and consumption of utilities. Through using wireless thermostat controls, Staff will be able to monitor temperatures, schedule on/off times, and ensure units are not in use when buildings are unoccupied. Any HVAC units less than 15 years old will not be replaced in this project. A total of 15 units and 18 wireless smart thermostats will be installed. The District has budgeted \$585,000 for fiscal years 2026 and 2027 toward the replacement of these units. The projected utility cost avoidance from the LED lighting and HVAC energy efficiency upgrades is estimated at \$753,729 over 20 years.

Solar photovoltaic (PV) systems are an essential part of the strategies outlined in both SB 350 and the CEC's Energy Efficiency in Existing Buildings Action Plan. Three (3) solar PV canopy systems are planned for Community Center Park, Freedom Park, and Pleasant Valley Fields. Solar PV generates clean renewable energy and will greatly reduce the District's utility consumption during essential programs and services in indoor facilities. These systems will also relieve the surrounding grid from significant daily impact, especially during wildfire season when Public Safety Power Shutoffs become necessary. In addition to supporting indoor facilities, the solar PV systems will supply power to a total of six (6) dual-port EV charging stations. The projected utility cost avoidance from the use of solar PV generation is estimated at \$2,861,624 over 30 years.

Community Center Park has long served as a registered shelter for disaster emergencies with the American Red Cross. Often, in the event of disasters that require the evacuation of residents, loss of utilities for an extended period of time should be anticipated. This program includes the installation of a 372kW/h storage battery which would allow for 372kW/h of energy. Battery energy storage will provide valuable support in the event of an emergency disaster. In addition to improving disaster resiliency, the battery system will provide its excess generated energy to the grid during times of peak energy consumption. The projected utility cost avoidance for battery energy storage is estimated at \$888,017 over 20 years. Additionally, the CEC offers incentives to customers who provide load reduction through the Demand Side Grid Support (DSGS) Program. The District will receive DSGS program incentive payments estimated at \$461,560 over 20 years.

The Advanced Clean Fleet (ACF) regulation, approved by the California Air Resources Board effective January 1, 2024, requires 50 percent of District purchased vehicles to be zero-emission vehicles (ZEV). The District currently does not have the infrastructure to support the charging of

ZEVs. This program will provide two (2) dual-port level 2 electric vehicle (EV) chargers at Community Center Park, Freedom Park, and Pleasant Valley Fields, which will be a vital component to supporting District vehicles as they are phased into the fleet. In addition to this benefit, by making these charging stations available to District residents and guests, the District will provide support to the growing network of electric ZEV/PZEV vehicles at facilities and parks. These EV charging stations will also establish a new revenue stream, which will help to offset their operation and maintenance costs. The projected revenue for EV charging stations is estimated at \$315,939 over 20 years.

The 30-year projected utility cost avoidance and total gross program savings are estimated at \$6,641,524. Estimated project costs of \$4,478,500, \$0 in upfront District contribution, \$70,496 lease transaction costs and \$203,044 Capitalized Interest total an all-in cost of \$4,752,040. There is an Estimated Inflation Reduction Act (IRA) refund of \$1,239,790, which is expected to be disbursed in December of 2025. With a projected fixed interest rate of 4.51% and a 20-year payment period, the total payment would be \$5,126,872. Comparing savings to the lease payment, the estimated total net program savings is \$1,514,652.

FISCAL IMPACT

If the District enters into an agreement with SitelogIQ, a 20-year equipment lease will be procured to pay for the project. The payments are front-loaded for the first three payments due to the expectation of the IRA refund being disbursed in December of 2025. The following financing rates and payment details are estimated. Final rates are dependent on the current market interest rates at the time of executing a lease agreement. The estimated 20-year lease, calculated with an estimated fixed interest rate of 4.51%, is \$5,126,872. The 30-year total program savings is estimated to be \$6,641,524, with a net savings of \$1,514,652. This program will allow the District to remain in a positive cash flow position by offsetting annual lease payments with program savings. The estimated average net annual savings to the District for years 1-20 is \$6,639; estimated average annual savings in years 21-30 is \$125,625.

The following chart shows the estimated payment schedule:

Year	Total Program Savings	Lease Payment *Net of CAPI	Net Savings	Cumulative Savings
0	\$12,702	CAP I YEAR	\$12,702	\$12,702
1	\$603,379	\$595,016	\$8,363	\$21,065
2	\$610,295	\$596,743	\$13,552	\$34,616
3	\$325,106	\$316,906	\$8,200	\$42,817
4	\$183,669	\$179,442	\$4,227	\$47,044
5	\$191,841	\$187,263	\$4,578	\$51,623
6	\$200,481	\$195,564	\$4,917	\$56,539
7	\$209,615	\$204,302	\$5,313	\$61,852
8	\$219,271	\$213,454	\$5,817	\$67,669
9	\$229,481	\$223,975	\$5,506	\$73,174
10	\$200,374	\$195,179	\$5,195	\$78,369
11	\$209,472	\$204,015	\$5,457	\$83,827
12	\$219,090	\$214,175	\$4,915	\$88,741
13	\$229,257	\$223,658	\$5,599	\$94,340
14	\$240,004	\$234,352	\$5,652	\$99,992

15	\$251,366	\$245,279	\$6,087	\$106,079
16	\$254,975	\$248,371	\$6,604	\$112,683
17	\$276,076	\$269,720	\$6,356	\$119,039
18	\$289,500	\$282,761	\$6,739	\$125,778
19	\$303,693	\$296,697	\$6,996	\$132,774
20	\$213,320		\$213,320	\$346,094
21	\$88,160		\$88,160	\$434,254
22	\$93,571		\$93,571	\$527,825
23	\$99,308		\$99,308	\$627,133
24	\$105,390		\$105,390	\$732,523
25	\$111,837		\$111,837	\$844,360
26	\$118,672		\$118,672	\$963,033
27	\$125,918		\$125,918	\$1,088,950
28	\$133,598		\$133,598	\$1,222,548
29	\$141,738		\$141,738	\$1,364,286
30	\$150,366		\$150,366	\$1,514,652
Total	\$6,641,524	(\$5,126,872)	\$1,514,652	-

If the District does not accept and proceed with any project proposed within 60 days, the District will pay SitelogIQ a development fee of \$24,150.

If the District accepts and proceeds with any project proposed after 60 days, the development fee of \$24,150 will be credited toward the project's total cost.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals and Strategies:

- **1.1:** Review costs, revenues, and subsidies for program and rentals.
- **1.3:** Identify additional sources of revenue to reduce the reliance of property tax.
- **1.4:** Create Green Initiatives and Sustainability Program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost savings of these methods as well as grant opportunities.

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 767, a resolution of the Board of Directors of the Pleasant Valley Recreation and Park District adopting required findings and authorizing the General Manager to enter into an energy service contract with SitelogIQ, Inc.

ATTACHMENTS

- 1) Resolution No. 767 Energy Services Contract (1 page)
- 2) Proforma (1 page)
- 3) Energy Services Master Agreement (76 pages)

RESOLUTION NO. 767

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING REQUIRED FINDINGS AND AUTHORIZING GENERAL MANAGER TO ENTER INTO AN ENERGY SERVICE CONTRACT

WHEREAS, California Government Code Section 4217.10 to 4217.18, authorizes the Board of Directors to enter into an Energy Services Contract for the implementation of energy related improvements if the Board of Directors finds that it is in the best interest of the District to enter into such Energy Service Contract and that the anticipated cost to the District for thermal or electrical energy or conservation services provided by SitelogiQ, Inc. under the contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of those purchases; and

WHEREAS, the proposed Energy Service Contract by and between the District and SitelogiQ for the implementation of certain energy measures whose cost to the District such for thermal or electrical energy or conservation services provided under the Energy Service Contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absent of the implementation of the improvements under the Energy Service Contract.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Board of Directors of the Pleasant Valley Recreation and Park District hereby declares its intention to adopt required findings and authorize the General Manager to enter into the proposed agreement, in substantially the form presented to the Board at this meeting, with such changes therein as the General Manager may require or approve, with SitelogiQ for energy conservation services for the District facilities as defined by the Energy Services Contract.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of June, 2024, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Mark Malloy, Chairman
Pleasant Valley Recreation and Park District

ATTEST:

Jordan Roberts, Secretary
Pleasant Valley Recreation and Park District

Financial Proforma
RENEWABLE ENERGY & ENERGY EFFICIENCY PROGRAM
Pleasant Valley Recreation and Park District
4/29/2024 Rev2.0

Scope: Solar PV @ 3 sites
 Energy Storage @ Community Ctr
 EV Charging @ 3 sites
 Air Conditioning & Controls
 Lighting @ Bob Kildee

Program Implementation Cost:	\$4,478,500
District Contribution:	\$0
Lease Transaction Costs:	\$70,496
Capitalized Interest ("CAPI"):	\$203,044
Remaining amount to fund:	\$4,752,040

Balance as of 12/1/25	\$4,558,040
1% Penalty	45,580.40
Est. IRA Contribution 12/1/25	\$1,239,790
	\$3,363,830

Utility Escalation:
5.80%

Interest Rate:
4.51%

1	Program Savings, Contributions & On-going Services										12
	2	3	4	5	6	7	8	9	10	11	
Year	Utility Cost Avoidance				Field Lighting Savings	Capital Cost & Maintenance Savings	Incentives, Grants & Rebates (DSGS Program)	EV Charging Revenue	Solar Maintenance Services	Energy Management Services	Total Program Savings
	Solar-PV Generation (NEM 2.0)	Solar-PV Generation (NEM 3.0)	Energy Storage	Energy Efficiency							
0	-	-	-	\$12,702	scope not incl.	-	-	-	-	↓ optional ↓	\$12,702
1	\$37,385	\$20,540	\$24,664	\$22,397		\$481,667	\$15,500	\$8,775	(\$7,550)		\$603,379
2	\$39,554	\$21,731	\$26,095	\$23,696		\$481,667	\$16,120	\$9,284	(\$7,852)		\$610,295
3	\$41,848	\$22,992	\$27,608	\$25,071		\$189,167	\$16,765	\$9,822	(\$8,166)		\$325,106
4	\$44,275	\$24,325	\$29,209	\$26,525		\$40,000	\$17,435	\$10,392	(\$8,493)		\$183,669
5	\$46,843	\$25,736	\$30,904	\$28,063		\$40,000	\$18,133	\$10,995	(\$8,832)		\$191,841
6	\$49,560	\$27,229	\$32,696	\$29,691		\$40,000	\$18,858	\$11,633	(\$9,186)		\$200,481
7	\$52,434	\$28,808	\$34,592	\$31,413		\$40,000	\$19,612	\$12,307	(\$9,553)		\$209,615
8	\$55,476	\$30,479	\$36,599	\$33,235		\$40,000	\$20,397	\$13,021	(\$9,935)		\$219,271
9	\$58,693	\$32,247	\$38,721	\$35,163		\$40,000	\$21,213	\$13,776	(\$10,333)		\$229,481
10		\$56,314	\$40,967	\$37,202		\$40,000	\$22,061	\$14,575	(\$10,746)		\$200,374
11		\$59,580	\$43,343	\$39,360		\$40,000	\$22,944	\$15,421	(\$11,176)		\$209,472
12		\$63,036	\$45,857	\$41,643		\$40,000	\$23,862	\$16,315	(\$11,623)		\$219,090
13		\$66,692	\$48,517	\$44,058		\$40,000	\$24,816	\$17,261	(\$12,088)		\$229,257
14		\$70,560	\$51,331	\$46,613		\$40,000	\$25,809	\$18,263	(\$12,571)		\$240,004
15		\$74,653	\$54,308	\$49,317		\$40,000	\$26,841	\$19,322	(\$13,074)		\$251,366
16		\$78,983	\$57,458	\$52,177		\$40,000	\$27,915	\$20,442	(\$22,000)		\$254,975
17		\$83,564	\$60,791	\$55,204		\$40,000	\$29,031	\$21,628	(\$14,141)		\$276,076
18		\$88,410	\$64,316	\$58,405		\$40,000	\$30,192	\$22,883	(\$14,707)		\$289,500
19		\$93,538	\$68,047	\$61,793		\$40,000	\$31,400	\$24,210	(\$15,295)		\$303,693
20		\$98,963	\$71,993				\$32,656	\$25,614	(\$15,907)		\$213,320
21		\$104,703							(\$16,543)		\$88,160
22		\$110,776							(\$17,205)		\$93,571
23		\$117,201							(\$17,893)		\$99,308
24		\$123,998							(\$18,609)		\$105,390
25		\$131,190							(\$19,353)		\$111,837
26		\$138,799							(\$20,127)		\$118,672
27		\$146,850							(\$20,932)		\$125,918
28		\$155,367							(\$21,769)		\$133,598
29		\$164,378							(\$22,640)		\$141,738
30		\$173,912							(\$23,546)		\$150,366
Totals	\$426,069	\$2,435,555	\$888,017	\$753,729	-	\$1,792,500	\$461,560	\$315,939	(\$431,844)	-	\$6,641,524

13	14	15
Lease Payment	Net Savings	Cumulative Savings
*Net of CAPI		
CAP I YEAR	\$12,702	\$12,702
\$595,016	\$8,363	\$21,065
\$596,743	\$13,552	\$34,616
\$316,906	\$8,200	\$42,817
\$179,442	\$4,227	\$47,044
\$187,263	\$4,578	\$51,623
\$195,564	\$4,917	\$56,539
\$204,302	\$5,313	\$61,852
\$213,454	\$5,817	\$67,669
\$223,975	\$5,506	\$73,174
\$195,179	\$5,195	\$78,369
\$204,015	\$5,457	\$83,827
\$214,175	\$4,915	\$88,741
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\$234,352	\$5,652	\$99,992
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\$296,697	\$6,996	\$132,774
	\$213,320	\$346,094
	\$88,160	\$434,254
	\$93,571	\$527,825
	\$99,308	\$627,133
	\$105,390	\$732,523
	\$111,837	\$844,360
	\$118,672	\$963,033
	\$125,918	\$1,088,950
	\$133,598	\$1,222,548
	\$141,738	\$1,364,286
	\$150,366	\$1,514,652
\$5,126,872	\$1,514,652	-

ENERGY SERVICES MASTER AGREEMENT

by and between

Pleasant Valley Recreation and Park District

and

SitelogIQ, Inc

1651 Response Road, Suite 300

Sacramento, California 95815

CA Contractor License #: 1054171

June 5, 2024

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ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT (“Agreement”), dated as of June 5, 2024, (“Effective Date”), is by and between Pleasant Valley Recreation and Park District, a District organized and existing under the laws of the State of California (“District”) and SitelogIQ, Inc, a Delaware corporation (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, District wishes to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies;

WHEREAS, California Government Code § 4217.10 et seq. authorizes Districts to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon District’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to District;

WHEREAS, District has assigned specific areas on District properties (each one, a “Site”) on which the energy generation and conservation measures (each one, a “System”) will be constructed;

WHEREAS, District wants to engage Contractor, and Contractor desires to provide the design, procurement, and installation of the Systems at each Site all in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair;

WHEREAS, District may issue additional work orders from time to time to complete such energy or related projects as long as the project meets the requirements of California Government Code 4217.10 et seq. and does not exceed the Contract Price; and

WHEREAS, District’s Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings requires by Government Code section § 4217.12 for the District to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-1)
- 2.2. Asbestos & Other Hazardous Materials Certification (Exhibit B-2)
- 2.3. Iran Contracting Act Certification (Exhibit B-3)
- 2.4. Workers Compensation Certificate (Exhibit B-4)
- 2.5. Prevailing Wage Certification (Exhibit B-5)
- 2.6. Payment Bond (Exhibit B-6)
- 2.7. Performance Bond (Exhibit B-7)
- 2.8. Non-Collusion Declaration (Exhibit B-8)

3. GENERAL

3.1. Scope of Work

- A. Contractor shall furnish to District energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- B. Operations and maintenance are not a part of this Agreement. District shall enter into a separate contract for operations and maintenance with Contractor prior to Substantial Completion of the Work.
- C. Project will be executed by individual Work Orders, detailed in Exhibit C ("Work").
- D. Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

- E. If applicable, construction work shall not commence at the Site prior to DSA approval of the Project plans.

3.2. Contract Price

- A. Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in **Exhibit C**. The total value of this Agreement is the summation of the Work Order Prices ("Contract Price").
 - (i) Payment of each Work Order Price shall be made in compliance with the process described in **Exhibit C**.

3.3. Protective Measures

- A. Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- B. Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- C. Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.
- D. Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. Prevailing Wage

- A. California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects as required by law. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

- B. Davis-Bacon Act. If Work under this Agreement is financed partially with federal funds, to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically, those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.
- C. Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- D. Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
- E. Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- F. Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- G. Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Unanticipated Conditions

Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and

other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by District to Contractor as set forth in Exhibit C and Exhibit G. Upon request, Contractor will provide documentation associated with the inspection to District, including all findings. If any conditions exist, arise, or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit G, (ii) the assumption that the soils at the Sites have an allowable vertical bearing pressure of 2,000 psf and a lateral bearing pressure of 300 psf/ft below natural grade, or (iii) those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 3.5, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to District. District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.

3.6. Labor

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work that result from Contractor's acts or omissions. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise District promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Contractor shall not be responsible for labor disputes, including union related strikes, walkouts, and lockouts outside of Contractor's control.

3.7. Insurance

- A. Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- B. District and any lenders to the District shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- C. Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work

- A. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. District will deal only through Contractor, who shall be responsible for the proper execution of the entire Work. In performing any professional services, Contractor shall perform such services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time in the same locality.
- B. Contractor agrees to use and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- C. Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials

- A. Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees) up to the amount referenced in Section 7.4(b) of this Agreement, that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor; and
 - (ii) any disturbance or release of pre-existing Hazardous Materials caused by Contractor's sole negligence, provided the District made Contractor aware of such pre-existing Hazardous Materials; and
 - (iii) Any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor.

- B. District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
- (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or District's contractors on other projects;
 - (ii) any pre-existing Hazardous Material that through District's negligence, are released or distributed at the Site, with the exception of pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (iii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
 - (iv) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

3.10. Suspension of the Work

- A. If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.
- B. District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the

Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.

- C. After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any sole act, omission, or default on the part of Contractor.

3.11. Taxes

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.13. Compliance with Applicable Laws

- A. Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- B. District specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.14. Environmental Attributes, Incentives, and Energy Credits

- A. Contractor acknowledges that District shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.
- B. District acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the

development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:

- (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government (“Carbon Credits”);
 - (iv) All “renewable energy credits” (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- C. The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as “Energy Credits”. The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. District shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.
- D. District recognizes that Contractor shall be the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. District shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction.

3.15. Independent Contractor

Contractor acts hereunder as an independent contractor and not as an agent or employee of the District. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled

to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

3.16. Subcontractors

To the extent required by law, Contractor shall be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or, to the extent required by law, its Subcontractors. District shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The District shall have no responsibility for settling Subcontractor claims or disputes.

3.17. Performance & Payment Bonds

See individual Work Orders in Exhibit C for bonding requirements. Bonds shall be provided in substantially similar form to Exhibits B-6 and B-7.

3.18. Title; Risk of Loss

- A. From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.18(b) and 3.18(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- B. Unless changed by separate or subsequent agreement, District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- C. Notwithstanding anything herein to the contrary, and except as set forth in a separate or subsequent agreement, the District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- D. Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by District in the operation of that portion of the System subject to the particular Work Order shall pass to the District upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price

- A. The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the District Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- B. Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.
- C. Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. Contractor shall not begin any additional Work until execution of the Change Order. Contractor shall not be held liable for any costs associated with delays resulting from District's failure to execute a Change Order required by this Section 4.1(c).
- D. District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- E. The Work Order Price shall only be changed by Change Order approved by Contractor and District.
- F. When a Change Order is proposed, the Contractor shall furnish a breakdown of actual costs, itemized by materials, labor, subcontract work, taxes, overhead and profit. Subcontract work shall also be itemized.

4.2. Payment

- A. Cost Breakdown: Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the District to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Agreement.
- B. Scope of Payment: Payment to the Contractor at the unit price or other price fixed in the Agreement for performing the work required under any item or at the lump sum price fixed in the Agreement for performing all the work required under the Agreement, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the specifications, all work required under the item or under the Agreement, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.
- C. Progress Payments: The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the

performance of the Agreement. These estimates shall be subject to the review and approval of the District. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Agreement, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Agreement, the Contractor is not complying with the requirements of the Agreement, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor. The District shall pay interest on all progress payments not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

- D. Final Payment: Within thirty (30) days after all required work is fully completed in accordance with the Agreement, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Agreement, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Agreement price of the work, or the whole Agreement price of the work if no progress payment has been made, determined in accordance with the terms of the Agreement, less such sums as may be lawfully retained under any provision of the Agreement, including, but not limited to, amounts retained for damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Agreement. District shall make Final Payment to SitelogIQ within thirty-five (35) days of receipt of Contractor's final invoice. The District shall pay interest on the Final Payment if it is not made within thirty-five (35) days at the rate specified in California Public Contract Code section 20104.50.
- E. Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.
- F. Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Agreement the District shall charge any sums of money against the Contractor, the amount of such charge shall be

deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion or termination of the Agreement such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's sureties.

- G. Release: The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Agreement.
- H. Payment to Sub-contractors and Suppliers: The Contractor shall pay each sub-contractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each sub-contractor during the period for which the progress payment is made, less any retention as provided above.
- I. Stop Notice Costs: The District reserves the right to charge the Contractor or surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims
- J. Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Agreement) increases after the date of this Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion

- A. Contractor shall perform the Work as soon as practicable following the receipt of Notice To Proceed payment and receipt of Site title reports and as-built drawings from the District.
- B. The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

- (i) Unanticipated Conditions which directly affect the Project Milestones;
- (ii) Changes in the design, scope, or schedule of the Project required by the District;
- (iii) Breach of this Agreement by District;
- (iv) Suspension of the Work pursuant to Section 3.10; or
- (v) Force Majeure Event.

C. The following are conditions precedent to Substantial Completion:

- (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
- (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
- (iii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and
- (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.

D. When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) Business Days after receipt of such notice, District shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit E, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).

E. All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

- F. Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- A. Final Completion of the System shall be deemed to have occurred only if:
- (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by District's Representative and the Contractor's Representative; and
 - (vi) the local utility has provided a permission to operate.
- B. Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within five (5) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion subject to Section 5.2(c).
- C. Payment of retention from the Agreement, less any sums withheld pursuant to the terms of this Agreement or applicable law, shall not be made to the Contractor sooner than thirty-five (35) calendar days after the date the District acknowledges Final Completion.
- D. Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and

subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to District that:

- A. Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- B. Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.
- C. The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- D. There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- E. All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- F. The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of District.

District represents and warrants to Contractor that:

- A. District is a District duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- B. The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- C. There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.
- D. District will exercise commercially reasonable efforts to procure funding for the Project within 180 days of the Effective Date.
- E. District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.
- F. The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by District

- A. Contractor agrees that District shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from District to commence or continue performance of the Work;

- (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from District, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- B. Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- C. Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 180 days of the Effective Date. Upon this occurrence, District shall have no further obligation to Contractor.
- D. If District elects to terminate this Agreement for any reason other than provided herein, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- E. If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement. Upon such termination, provided it is not due to the negligence or misconduct of the Contractor or its subcontractors, agents or representatives, District shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor

- A. Without limiting the provisions of Section 8.5, District agrees that upon the occurrence of any of the following, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
 - (i) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

- (ii) If District fails to make any payment to Contractor hereunder when due, which failure remains uncured for thirty (30) days following District's receipt of written notice thereof from Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity

- A. Contractor shall fully indemnify, save harmless and defend District from and against any and all costs, claims, and expenses incurred by District and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of District) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- B. District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- C. Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

D. If any claim is brought against a Party (the “Indemnified Party”) that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the “Indemnifying Party”). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability

A. No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES’ LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES’ RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

B. Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) District’s total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater, and (ii) Contractor’s total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater.

8. MISCELLANEOUS

8.1. Representatives

A. District Representative. District designates, and Contractor agrees to accept, Mary Otten, General Manager, as District Representative for all matters relating to Contractor’s performance of the Work. The actions taken by District Representative regarding such performance shall be deemed the acts of District and shall be fully

binding for District. District may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated District Representative.

- B. Contractor Representative. Contractor designates, and District agrees to accept, John Gajan as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to District, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- C. Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.
- D. Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material

- A. Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- B. Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- C. Contractor further agrees to grant and hereby grants to District an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably

practicable, but in any event within seventy-two (72) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by District as an approved Change Order.

8.5. Dispute Resolution

- A. Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- B. Technical Dispute. Technical Disputes shall be resolved by a mutually agreed upon independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- C. Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.
- D. Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable attorneys' fees and court costs, including expert witness fees, expended in connection with such an action from the other Party.

8.6. Notices and Demands

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

District:

Name: Pleasant Valley Recreation and Park District
Attention: Mary Otten
Address: 1605 E. Burnley Street
Camarillo, CA 93010
Phone: (805) 482-1996
Email: motten@pvrpd.org

Contractor:

Name: SitelogIQ, Inc.
Attention: John Gajan, President West Energy
Address: 1651 Response Rd, Suite 300
Sacramento, CA 95815
Phone: (888) 819-0041
E-mail: john.gajan@sitelogiq.com
cc: legal@sitelogiq.com

8.7. Nondisclosure

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock

exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the District's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 7920.000 et seq. (Public Records Act). District shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors.

Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver

Either Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

Pleasant Valley Recreation and Park District,
a District organized and existing under the
laws of the State of California

By: _____
Name: Mary Otten
Title: General Manager

SitelogIQ Inc.,
a Delaware corporation,

By: _____
Name: John Gajan
Title: President, West Energy
Contractor's License #: 1054171

EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” ” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by District and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by District.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 7.1(a).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 8.7.

“Dispute” shall have the meaning set forth in Section 8.5(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including Carbon Credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, supply chain related delays, including delays in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (e.g., rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor’s control after Contractor’s best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor’s subcontractors’ shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a

result of any of the events described in this definition of “Excusable Delay.”

“Facility” shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

“Final Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- A. war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- B. acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- C. strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- D. changes in Applicable Law after the Effective Date that materially impact a Party’s ability to perform under this Agreement; and
- E. acts of any Governmental Authority that materially restrict or limit Contractor’s access to the Site.
- F. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.
- G. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

“Funding Date” shall mean the date that District has received monetary funds necessary to fulfill its obligations under this Agreement.

“Governmental Authority” shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde

insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

“Indemnified Party” shall have the meaning set forth in Section 7.3(d).

“Indemnifying Party” shall have the meaning set forth in Section 7.3(d).

“Industry Standards” shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

“Manufacturer Warranty” shall have the meaning set forth in Exhibit C.

“Party” shall mean, individually, each of the parties to this Agreement.

“Performance Tests” means, the tests of the System, as more particularly described in Exhibit C.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“Project” shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

“Receiving Party” shall have the meaning set forth in Section 8.7.

“Representatives” shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

“Rock” is defined as limestone, sandstone, granite, cobble greater than 3 inches in diameter, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as “Rock”.

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.

“Solar Plant” shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 8.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 3.5.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

**EXHIBIT B
CERTIFICATIONS**

Exhibit B-1	Drug-Free Workplace / Tobacco-Free Environment Certification
Exhibit B-2	Asbestos and Other Hazardous Materials Certification
Exhibit B-3	Iran Contracting Act Certification
Exhibit B-4	Workers Compensation Certification
Exhibit B-5	Prevailing Wage Certification
Exhibit B-6	Payment Bond
Exhibit B-7	Performance Bond
Exhibit B-8	Non-Collusion Declaration

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-1)

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The Pleasant Valley Recreation and Park District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the Pleasant Valley Recreation and Park District is a local agency under California law and requires all contractors on projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the Pleasant Valley Recreation and Park District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and Pleasant Valley Recreation and Park District Board Policies, all Pleasant Valley Recreation and Park District sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Pleasant Valley Recreation and Park District property. Pleasant Valley

SIQ/Special District
06/05/24

Recreation and Park District property includes District Owned or Leased buildings, grounds, District owned vehicles and vehicles owned by others while on Pleasant Valley Recreation and Park District property. I acknowledge that I am aware of the Pleasant Valley Recreation and Park District's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION
(EXHIBIT B-2)

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous," shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____
Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____
Print Name: John Gajan
Title: President, West Energy

IRAN CONTRACTING ACT CERTIFICATION
(EXHIBIT B-3)
(Public contract code sections 2202-2208)

PROJECT/CONTRACT NO.: 01, Government Code 4217 Energy Services Agreement for Replacements of HVAC, Lighting, Solar Power Generation, and Building Automation Control Systems Upgrades. between Pleasant Valley Recreation and Park District ("District") and SitelogIQ, Inc. ("Contractor")

Per California Public Contract Code Sections 2202-2208 or District's reduced threshold, prior to bidding on or submitting a proposal for a contract for goods or services of \$500,000.00 or more to the District, the Contractor must either:

1. Certify it is **NOT** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **ONE** of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **NOT** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **ATTACH DOCUMENTATION DEMONSTRATING THE EXEMPTION APPROVAL.**

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

(EXHIBIT B-4)

The Contractor and all of its Subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. (1770 & 3700) of the California Labor Code.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>. Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: John Gajan

Title: President, West Energy

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
(EXHIBIT B-5)**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

1. CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT. As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

- a. Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.
- c. Withholding for unpaid wages and liquidated damages.** The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: John Gajan

Title: President, West Energy

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(EXHIBIT B-6)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of Pleasant Valley Recreation and Park District ("District") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project:

Energy Services Agreement for Replacements of HVAC, Lighting, Building Automation Control Systems Upgrades and Solar Power Generation ("Contract") which Contract dated _____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part thereof; and

WHEREAS, pursuant to law and the Contract, the Contractor is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Work Order #2 price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Contractor and _____("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Contractor or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on the _____ day of _____, 2024.

(Affix Corporate Seal)

Contractor

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

PERFORMANCE BOND
(EXHIBIT B-7)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Pleasant Valley Recreation and Park District ("District") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project

Energy Services Agreement for Replacements of HVAC, Lighting, Building Automation Control Systems Upgrades and Solar Power Generation ("Project" or "Contract") which Contract dated _____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Contractor and ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the District declares the Contractor to be in default and notifies Surety of the District's objection to Contractor's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on the _____ day of _____, 2024.

(Affix Corporate Seal)

Contractor

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

**NON-COLLUSION DECLARATION
(EXHIBIT B-8)**

(Public Contract Code § 7106)

The undersigned declares:

I am the President of the West Energy division of SitelogIQ, Inc., the party making the foregoing Agreement.

The Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Agreement is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date:

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: John Gajan

**EXHIBIT C
WORK ORDERS & SCOPE OF WORK**

Work Order #1

**Photovoltaic Renewable Energy, EV Charging System Installation, Energy Conservation
Work Including Controls and HVAC Replacements**

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	HVAC Controls Scope of Work
<u>Section 3</u>	HVAC Scope of Work
<u>Section 4</u>	Solar Plant Scope of Work
<u>Section 5</u>	Proposed Project Installation Timeline & Coordination
<u>Section 6</u>	Work Milestones
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<u>Section 10</u>	Terms and Conditions

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or baseline) data for the solar project covers the period from January 2023 through December 2023. The pre-retrofit (or baseline) data for the HVAC project covers the period from April 2022 through March 2023. The Baseline data takes into consideration the quantity of facilities and size; 2023/2024 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, Contractor obtained this information from the District. Selected energy savings calculations have been performed with the help of the commercial invest software developed by carrier corporation. The District acknowledges that Contractor has no control over engineering methodologies, formulas, and assumptions utilized by the commercial invest software.

Contractor does not control/follow the building/site operations on a day-by-day basis, and thus, cannot track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These permanent or temporary factors include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers; method of utility billing; number of days in the billing cycle; utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines, additions or deletions of any facilities (i.e. portable buildings), or any combination of thereof.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see

below) will result in lower wattage consumption than baseline scenario. This measure is not affected by weather changes, HVAC, or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on District inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If District requests, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this scope of Work). The District must make the request to Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Site that would affect the energy usage at the Property. The District shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after the date of Final Completion, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand, materials, or both noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, District agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The District may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 HVAC CONTROLS SCOPE OF WORK

2.1 Single-Zone HVAC Units Controls Scope of Work

To minimize HVAC equipment operation and save energy, the existing 18 single-zone 7-day programmable thermostats serving the HVAC equipment will be replaced with new Pelican model TC3 or equal, 365-Day programmable, internet-programmable thermostats with CO2 sensing capabilities. The Pelican thermostats provided, come with the initial 1-year "standard" Pelican subscription. After the initial 1-year period has lapsed, it is the customers responsibility to renew the "standard" subscription at the rate published by the thermostat vendor, if they desire to continue the use of "standard" subscription options. The Pelican thermostats will continue to operate with the "basic" subscription options after the initial 1-year period at no additional cost. CO2 levels sensing is for informational purposes only with a notification when 1,100 PPM concentration is being exceeded. Unless the HVAC system is equipped with DCV, these sensors will not shut down HVAC units, adjust outside air supply rates, or override any other controls aspect of HVAC equipment when PPM measurements are above the pre-set threshold.

The District will have the capability to adjust the temperature set points within pre-determined range. HVAC units will be programmed to run for a pre-determined period of time (see below) to address Holidays and non-instructional days. The thermostat will have digital display and set back capability. The staff shall not operate the thermostats after regular office hours as the extra run time will affect the energy savings. To address ventilation requirements the fan is to be programmed in the "ON" mode. For better energy efficiency and to comply with Title-24 regulations Contractor assumes the following zone temperature settings to achieve 5° F dead band:

- 75° F – Minimum Occupied Cooling
- 70° F – Maximum Occupied Heating
- 95° F – Night/Unoccupied set back. Different set back cooling temperature can be established in critical areas per District’s request.
- 40° F – Unoccupied Heating for Gas Heating units (night set back can be established per District’s request to prevent water pipes freezing in the critical areas)
- 45° F – Unoccupied Heating for Heat Pump units (night set back can be established per District’s request to prevent water pipes freezing in the critical areas)

Specific sites morning warm-up schedules for individual thermostats

<u>Site</u>	<u>Location</u>	<u>Daily Programming Schedules</u>
Pleasant Valley Recreation & Park District Office	All Areas	7:00 AM – 6:00 PM
Senior Center	All Areas	8:00 AM – 5:00 PM
Community Center	All Areas	8:00 AM – 5:00 PM

Note: Above Schedules are for Mon-Fri operation, **off on Sat-Sun and Holidays.**

Contractor includes up to four (4) hours of District's training on how to program and operate new thermostats.

Existing thermostats will be removed and discarded or returned to the District, if desired. Existing time clocks and energy management system interfaces (if applicable) will be disabled and abandoned in place.

The specific locations and quantities for the new thermostats are provided in the following table (single-zone individual systems that are currently served by 7-day programmable thermostats):

<u>Site</u>	<u>Quantity</u>
Pleasant Valley Recreation & Park District Office	4
Senior Center	2
Community Center	12

2.2 Single-Zone HVAC Units Controls Scope of Work Exclusions

The above Scope of Work excludes:

- Any price change resulting from changes in taxes, commodity pricing fluctuations, tariffs, or other similar charges that are enacted after the date of this quotation. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, commodity pricing fluctuations, tariffs, or similar charges due to such changes

including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

- Humidity controls for all areas retrofitted with DX systems.
- Repair or modifications of pool related control equipment.
- Ductless split systems and evaporative cooler controls/thermostat as a result of incompatibility between existing equipment and new Pelican products. Pre-existing zoning controls.
- Warranty, repair, upgrades, or any combination thereof to the existing control, HVAC, and electrical systems and system components found in disrepair or non-code compliant; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades.
- Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Re-wiring due to insufficient number of conductors for the thermostats or relocation of thermostats to new elevations or locations.
- Wi-fi/internet connections set up at District's sites.
- Any additional thermostats.
- New controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above.
- Existing DDC systems replacements or upgrades.
- Hazardous materials work, i.e. asbestos, lead etc.
- Sheetrock work, framing, stucco, painting, plumbing, fire sprinklers, acoustical engineering and noise reduction provisions, fire and life safety equipment and its components.
- Overtime, Weekend and Holiday work are excluded. To that end, pricing assumes all intrusive work will be coordinated with the District to take place during regular business hours, Monday-Friday during weekdays.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any and all other items not specified in this scope.

3.0 MECHANICAL (HVAC) SCOPE OF WORK

3.1 Basis of Design and Engineering

The intent of the mechanical scope of Work for the Project is to reduce the District's utility costs and operational expenses by replacing the HVAC equipment at the Pleasant Valley Recreation and Park District Office, Senior Center and Community Center with new high energy efficient units identified in the HVAC scope of work below.

As requested, Contractor will replace the existing units listed below in Section 3.2 with new high efficient equipment of equal capacity. In the absence of reliable as-built drawings, these in-kind replacements are based on the assumption that the original units have been permitted, approved and professionally installed per applicable codes and regulations and have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections, weather proofing/roofing systems and other existing HVAC

system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These in-kind replacements do not alter or affect primary or secondary building structural framing members. It is considered maintenance related replacements that do not affect the usability of the facilities and are not structural in nature.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required.

Contractor will use the current 2022 Title-24, 2022 California Building Code (CBC), 2022 California Plumbing Code (CPC), 2022 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

3.2 Mechanical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new and old equipment to and from the Site.
- Provide and install new package and split system HVAC units as detailed below. As applicable, new equipment will be provided with or ready for installation of MERV-13 filters.
- Provide sheet metal transitions as required to connect new unit to existing opening.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical service to new equipment, replace disconnects as required.
- Reconnect existing flue pipes, condensate and refrigerant lines, as required.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of new HVAC units included in this project are listed below:

Pleasant Valley Recreation & Park District Office						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER Meets T-24 Requirements	Heating Efficiency AFUE % Meets T-24 Requirements
Classroom 7	1	5.0	Pkg/GE	Trane or Similar	Yes	Yes

Senior Center						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER Meets T-24 Requirements	Heating Efficiency AFUE % Meets T-24 Requirements
Multipurpose Area, Office, Pool Table Room, Fireside Room	2	5.0	Split/GE	Trane or Similar	Yes	Yes

Community Center						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER Meets T-24 Requirements	Heating Efficiency AFUE % Meets T-24 Requirements
Dressing Room	1	2.0	Pkg/GE	Trane or Similar	Yes	Yes
Rooms 1-5	5	3.0	Pkg/GE	Trane or Similar	Yes	Yes
Lobby & Stage	2	10.0	Pkg/GE	Trane or Similar	Yes	Yes
Auditorium (4)	4	15.0	Pkg/GE	Trane or Similar	Yes	Yes

Notes:

* - H/P – denotes Heat Pump system unit.

** - G/E – denotes Gas Electric system unit.

*** - Equipment brand noted above can be substituted with similar equipment based on the availability at the time of the scheduled installation (per Section 5.0 below), constructability and other considerations as determined by the Project Manager.

3.3 Mechanical Scope of Work Exclusions

The above Scope of Work excludes:

- Any price changes resulting from changes in taxes, commodity pricing fluctuations, tariffs, or other similar charges that are enacted after the date of this quotation. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, commodity pricing fluctuations, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
- Humidity controls for all areas retrofitted with DX systems.
- Sheet metal curb caps if not required during HVAC unit replacement.
- Sheetrock work, framing, stucco, painting, plumbing, fire sprinklers, design engineering, acoustical engineering and noise reduction provisions, fire and life safety equipment and its components.
- Warranty, repair, upgrade, or any combination thereof of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades.
- Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- DDC controls; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Hazardous materials work, i.e. asbestos, lead etc.
- Overtime, Weekend and Holiday work are excluded. To that end, pricing assumes all intrusive work will be coordinated with the District to take place during regular business hours, Monday-Friday during weekdays.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any items not specified in this Scope.

4.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

4.1 Solar System Summary

System Descriptions

Site 1

- | | |
|------------------------------|--|
| 1. Premises Location: | District Office
1605 Burnley St, Camarillo CA 93010 |
|------------------------------|--|

2. Approximate System Size (DC kW): 85.9 (DC)

3. System Description:

Ground Mount Roof Mount Canopy Structure Other:_____

Module: Canadian Solar, CS6W-540MB-AG or similar

Inverter: CPS, SCA36KTL or similar

Racking: Teichert or similar

4. Electrical Vehicle (EV) Charging System Description:

Manufacturer: ChargePoint or similar

Type: Level 2 - Dual-port or similar

Quantity: Two (2)

Location: Pleasant Valley District Office

Site 2

1. Premises Location: Freedom Park
275 E Pleasant Valley Road, Camarillo CA 93010

2. Approximate System Size (DC kW): 70.9 (DC)

3. System Description:

Ground Mount Roof Mount Canopy Structure Other:_____

Module: Canadian Solar, CS6W-545MB-AG or similar

Inverter: CPS, SCA60KTL or similar

Racking: Teichert or similar

4. Electrical Vehicle (EV) Charging System Description:

Manufacturer: ChargePoint or similar

Type: Level 2 - Dual-port or similar

Quantity: Two (2)

Location: Freedom Park

Site 3

1. Premises Location: Pleasant Valley Fields
108 Westpark Ct, Camarillo CA 93012

2. Approximate System Size (DC kW): 98.1 (DC)

3. System Description:

Ground Mount Roof Mount Canopy Structure Other:_____

Module: Canadian Solar, CS6W-545MB-AG or similar

Inverter: CPS, SCA50KTL or similar

Racking: Teichert or similar

4. Electrical Vehicle (EV) Charging System Description:

Manufacturer: ChargePoint or similar

Type: Level 2 - Dual-port or similar
Quantity: Two (2)
Location: Pleasant Valley Fields

In general, the PV Systems will consist of the following:

- A. PV modules
- B. PV module support structure
- C. Inverter(s)
- D. System electrical protection
- E. Electrical disconnects
- F. Switchgear
- G. Control and monitoring systems
- H. Outdoor rated equipment enclosures
- I. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
- J. Equipment foundations
- K. Under Canopy Lighting
- L. Signage

4.2 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by the Contractor:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Electrical Systems design, including:
 - PV modules
 - Inverter
 - DC combiners, disconnects, fuses, and wiring
 - AC breakers and disconnects
 - Revenue metering
 - Enclosures, conduit, and wiring
 - Communications and control systems as described herein
 - Other electrical systems included in the scope of work

Shade Structure Design Basis Table

Finish Type	Pier Depth	Degree Tilt Max	Minimum Clear Height	Assumed SdS Value	Wind Max Value	Wind Exposure	Snow Load
Painted Columns, Galvanized Purlins	12'-0"	5 degrees (max)	13'-6"	1.09g	93 mph	C	0 psf

4.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the District (“District Permits”). District shall obtain, and shall file on a timely basis, any documents required to obtain all such District Permits. District shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

District Permits include:

- CEQA (Categorical Exemption certified by the District is assumed for this project)
- Easements required to complete the Work.
- All other permits required for construction of the System, except for Applicable Permits

4.4 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System under this scope of Work.

4.5 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

- A. Civil construction, including surveying, excavation, trenching, and backfill.
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures.
- C. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System.
- D. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities.
- E. Support services, including Contractor’s trailers, shaded worker rest areas, restroom facilities, and security.
- F. Coordination with District’s staff for site access, laydown, and storage with minimal interference with operations
- G. Operator training services.
- H. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed.
- I. Construction inspections, material verification, and testing as required.
- J. Lawful disposal of refuse, spoils, chemicals, and waste materials associated with construction activities.
- K. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- L. Miscellaneous consumable materials required to erect the System.
- M. Coordination with District’s Staff and Representatives, including Inspector of Record (“IOR”) for all inspections and submittals.

4.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the District for review and approval. District shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that District has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by District after ten (10) Business Days that result in re-work shall constitute a Change Order. District shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various District personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate District comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to District for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until District approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the District.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required
 - Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:
 - Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations and software model based on Site Plan
- E. Approved Applicable Permits
- F. Geotechnical report including Project applicable soil properties (if required)
- G. Project Schedule
- H. Environment, Health and Safety Plan
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan)
- K. As-Builts (Record Drawings)
- L. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package
- M. Interconnection Agreement with Local Utility
- N. Documentation for Rate Change with Local Utility

4.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects (“Workmanship Warranty”). If a System has a defect, and District provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to District within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- A. Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- B. Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- C. Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- D. Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and District;
- E. Force Majeure Events;
- F. A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- G. Any defect of deficiency to the extent the same results from a specific written direction from the District if, prior to implementing such written direction, Contractor advised District that District’s written direction would so affect the warranty provided by Contractor hereunder.

4.8 Manufacturer Warranties

Contractor shall procure and assign to District warranties from the equipment manufacturers (the “Manufacturer Warranty”) to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor’s obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to District the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and District shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor shall require that Manufacturers provide the following warranties:

- A. Inverters shall have a ten (10) year standard Manufacturer Warranty.
- B. PV modules shall have the following standard Manufacturer Warranties:
 - i. Five (5) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
 - iii. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
- C. Meters shall have a one (1) year standard Manufacturer Warranty.

4.9 Project Closeout

- A. Contractor shall deliver to District an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.
- B. At District's request, Contractor shall provide District's personnel up to four (4) hours of detailed and complete on-site operation training with respect to the System. District's personnel shall have the qualifications necessary to perform their activities and will be hired by District or its Affiliate. Contractor shall provide District reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to District as to the availability or amount of any such subsidies, rebates or incentives.

4.10 District Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by District:

- A. The District shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in District's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in District's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in District's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- B. District shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- C. District shall make water source available at the Site for construction;
- D. District shall obtain the District Permits;
- E. District shall select its own personnel so that it is present at the date of Substantial Completion;
- F. District shall pay for and provide communication access for system monitoring;
- G. District shall pay for all taxes, fees, and costs required to obtain all Permits;
- H. District shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- I. District shall be responsible for operating the System from and after Substantial Completion.

4.11 General Clarifications & Qualifications to Scope of Work

- A. One (1) review cycle by District of the equipment layout drawings, one (1) review cycle by District of final design documentation, and one (1) final set of as-built drawings delivered to District in electronic format and hard copy.

- B. District will review and provide comments on drawings within 10 business days.
- C. Scope is based on code approved conduit and wiring methods.
- D. Contractor will not encounter any ground water during trenching and excavating.
- E. Native Soil can be utilized for backfill and compaction.
- F. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- G. Grounding as required by NEC.
- H. Plastic UV-Rated cable ties and UV-Rated Cable Clips for wire management.
- I. Underground conduits shall be schedule 40 PVC with schedule 80 PVC risers.
- J. Placards shall be adhered and not mechanically affixed.
- K. AC and DC wiring to be aluminum where possible.
- L. Current electrical service has adequate capacity for the system.
- M. Inverters shall be mounted via piles or on columns with Unistrut. No Equipment Pads.
- N. Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- O. One (1) mobilization per site.
- P. Site parking being available to all Contractor and Subcontractor employees.
- Q. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- R. Prevailing Wage Labor included. Any delays or increased prevailing wage requirements not included.
- S. District will receive all necessary easements within 45 business days after the Effective Date.
- T. There are no existing encumbrances or easements on the site.
- U. Assumes twelve (12) trees for removal.
- V. Assumes 100'-0" distance maximum for trenching from switchgear to Charging Stations.

4.12 Solar Scope of Work Exclusions

The Solar Work excludes the following:

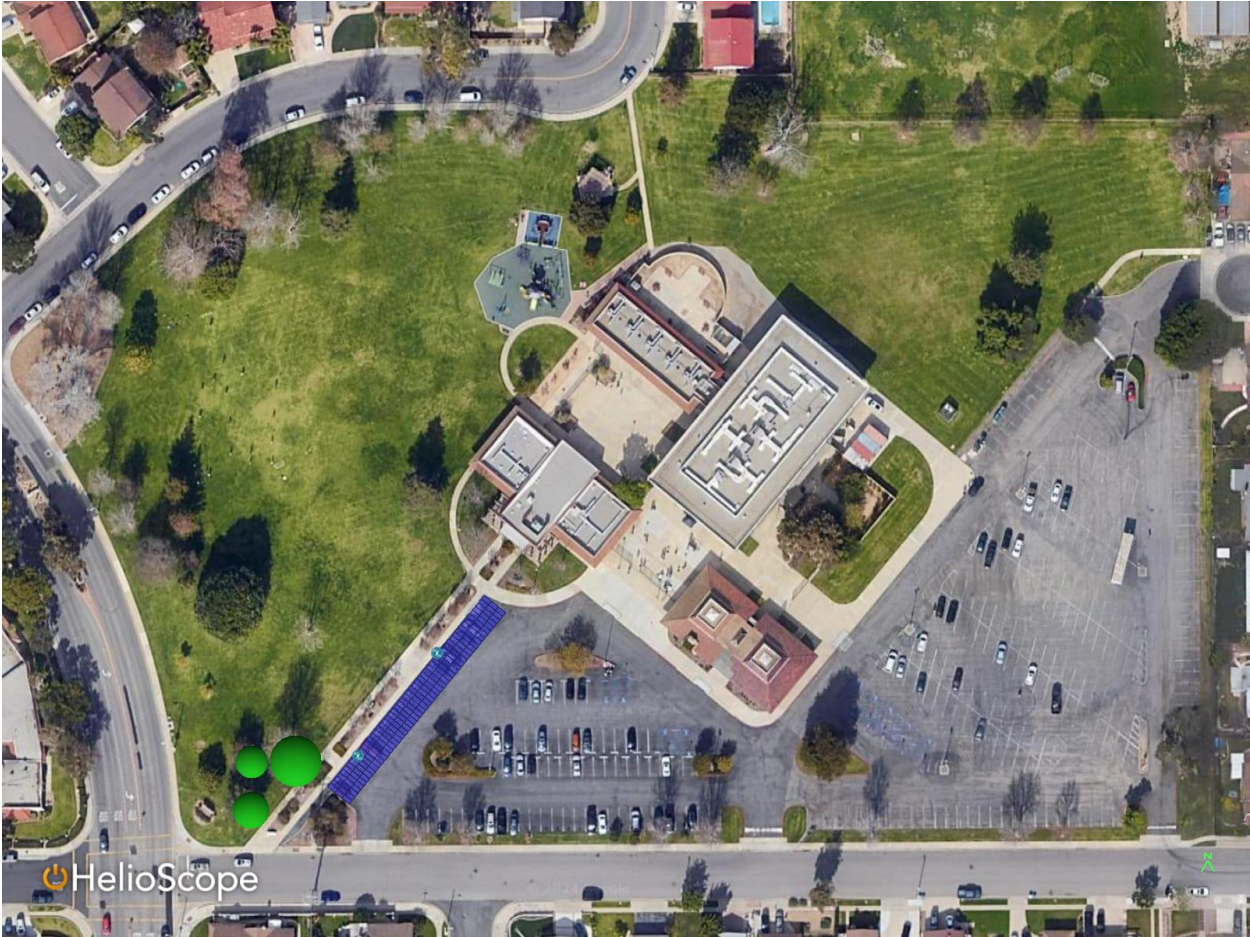
- A. Plumbing, fire sprinklers, fire and life safety equipment and its components.
- B. Warranty, repair, upgrade or any combination thereof of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- C. Fees for expediting the manufacturing and/or delivery of electrical equipment.
- D. Upgrade of the existing site electrical service capacity and transformer.
- E. Upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- F. Drill hole casing, water mitigation, underground obstructions, caving soils, or rock drilling.
- G. Any conditions, such as Rock or hard-pan, that a 310 SG backhoe or similar cannot excavate.
- H. Fine grading.
- I. Hazardous material abatement and/or removal of any kind.
- J. Plan check fees (to be paid directly by the District).
- K. IOR fees.
- L. Storm Water Pollution Prevention Plan (SWPPP) or perimeter silt fencing.
- M. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs.
- N. Tree removal, unless otherwise noted.

- O. Tree Mitigation Costs.
- P. String level monitoring.
- Q. Relocation and modification of underground utilities.
- R. Premium time (except for utility tie-in).
- S. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
- T. Asphalt (fog, coating, and striping)
- U. Operation and Maintenance services.
- V. Net Generation Output Meter (NGOM).
- W. Site Security.
- X. Temporary power / back up power during shutdown.
- Y. Metallic cable ties for wire management.
- Z. Privacy screen for temporary or permanent fencing. Barb wire for fencing.
- AA. Other Fees (plan check, utility permits, parking, etc.).
- BB. Compliance with Buy American, Buy America or Domestic Content Provision of the Inflation Reduction Act.
- CC. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- DD. Any items not specified in this scope.

Contractor will notify the District of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

4.13 Site Plans

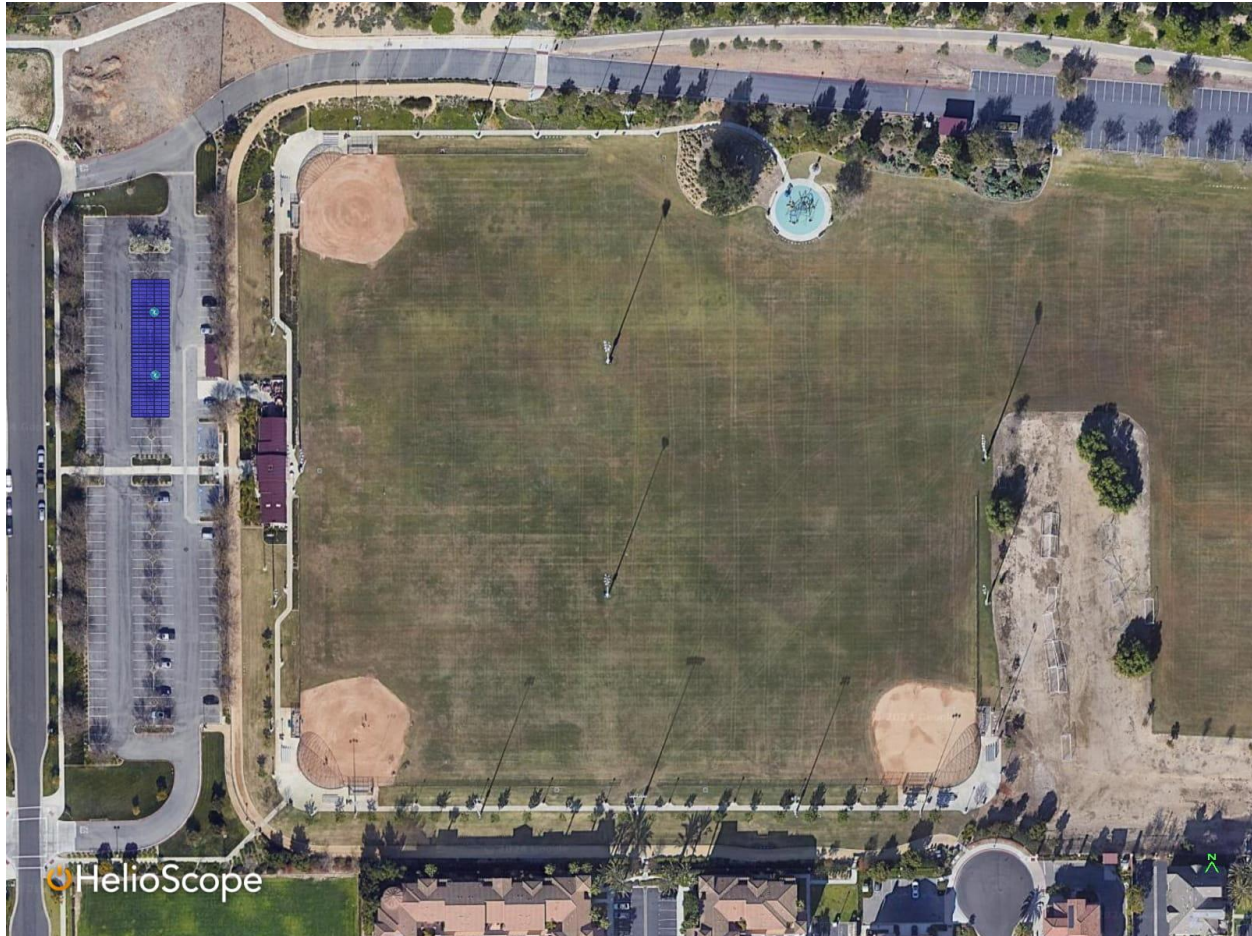
District Office PV Layout



Freedom Park PV Layout



Pleasant Valley Fields PV Layout



5.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

The Project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV, HVAC, Controls, or combination thereof system retrofit at a given building or site. Contractor will provide adequate and suitable supervision with a dedicated Project Manager.

The District shall provide safe access to the buildings and provide the necessary security for staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the District's responsibility to temporarily relocate the occupants to other buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of District's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants, etc. Contractor will work with the District to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the District with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of this project will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as

SIQ/Special District
06/05/24

listed in the scope of work. It is anticipated the construction phase of this project would be performed in 2024/2025.

District and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

6.0 WORK MILESTONES

Estimated Milestone Schedule	
Milestone	Milestone Date
Notice to Proceed	TBD
Equipment Procurement	Notice to Proceed + 8 Weeks
Construction Mobilization	Notice to Proceed + 20 weeks
Substantial Completion	Notice to Proceed + 60 weeks
Final Completion	Notice to Proceed + 72 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in utility approvals beyond 12 weeks from Construction Mobilization date above. Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in Equipment delivery from the manufacture due to supply chain issues.

7.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is **Four Million Four Hundred Seventy-Eight Thousand US Dollars (\$4,478,000.00)**

The following District Controlled Allowance is included in the Fixed Price Amount above:

- A. **Four Hundred Thousand US Dollars (\$400,000.00)** for the restoration of the parking lot areas affected by the solar-photovoltaic canopy scope of work at the District Office, Pleasant Valley Fields and Freedom Park. This may include slurry coat, restriping for existing parking capacity and changes to the accessibility parking and restoration. Contractor shall obtain written approval from District prior to using the District Controlled Allowance. If upon Final Completion of the Project, funds are remaining in the District Controlled Allowance, such funds shall remain unspent and allocated back to the District.

- B. **Sixty-Five Thousand US Dollars (\$65,000.00)** for the exterior (excluding sport field lighting) lighting upgrade to at Bob Kildee Community Park. The majority of the park lighting has already converted to energy efficient lighting. This allowance will address the remaining lighting that has not be upgraded to light emitting diode (LED) technology. Contractor shall obtain written approval from District prior to using the District Controlled Allowance. If upon Final Completion of the Project, funds are remaining in the District Controlled Allowance, such funds shall remain unspent and allocated back to the District.

- C. **Six Hundred Seventy-Five Thousand US Dollars (\$675,000.00)**, for the design and installation of microgrid using a battery energy storage system at the District Office. The battery energy storage will have a nominal capacity of 120kW/258kWh. Contractor shall obtain written approval from District prior to using the District Controlled Allowance. If upon Final Completion of the Project, funds are remaining in the District Controlled Allowance, such funds shall remain unspent and allocated back to the District.

Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material, or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Work Order) increases after the Execution Date of the Energy Services Master Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

8.0 PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed	10%
Equipment Deposit	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

9.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the District prior to commencement of work, Contractor shall provide evidence of the following bonds to District:

- A. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and

B. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to Contractor, District or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

10.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Government Code Section 4217 Energy Services Master Agreement executed on June 5, 2024 between Contractor, and the District.

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc.,
a Delaware Corporation

By: _____ Date: _____
Name: John Gajan
Title: President, West Energy

Pleasant Valley Recreation and Park District,
a district organized and existing under the laws of the State of California

By: _____ Date: _____
Name:
Title:

EXHIBIT E INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employer's liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

District Insurance Requirements

1. Required Coverage. District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:

- i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
 - v. Builders' Risk Insurance: Contractor shall procure and maintain builders' risk insurance (all-risk coverage) or similar policy as part of its Property coverage for an amount equal to one hundred percent of the Agreement sum for the benefit of the District, and the Contractor and Subcontractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing by mutual agreement of the parties.
2. Policy Endorsements. Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance.
3. Certificates. District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F - CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION

PROJECT: _____

DATE: _____

SitelogIQ, Inc. ("SitelogIQ") and District Name ("District") hereby acknowledge, confirm, and agree that:

1. The Project associated with the Agreement between SitelogIQ and District, dated original contract date, including all contract amendments, has reached substantial/ final Completion.
2. The contract value as of substantial/ final completion is \$contract value.
3. The Project has reached Substantial Completion and the following terms apply:
 - a. The date of substantial completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the District, excluding any operation only for testing, startup, or commissioning.
 - b. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Subcontractors shall complete the Punch List Work on or about insert date of anticipated final completion.
 - c. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered substantially complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship and completion of the outstanding attached punch list items, if any.
 - d. Upon completion of the Punch List Work, District shall complete and cause to be recorded the attached Notice of Completion.
4. The Project has reached Final Completion and the following terms apply:
 - a. The date of final completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the District, excluding any operation only for testing, startup, or commissioning, and cessation of work on the Project.
 - b. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship.
 - c. District shall complete and cause to be recorded the attached Notice of Completion and close the following performance.
5. District's failure to sign this certificate of substantial/final completion shall not prohibit SitelogIQ from discharging its performance and payment bonds.

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of Substantial/ Final Completion as of the day and year of the Date of Substantial/ Final Completion written above.

Pleasant Valley Recreation and Park District

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Project Manager

Title

Title

Date

Date

**EXHIBIT G
NOTICE TO PROCEED**

John Gajan
President, West Energy
SitelogIQ, Inc.
1651 Response Road
Suite 300
Sacramento, CA 95815

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by Pleasant Valley Recreation and Park District_ ("District") to SitelogIQ, Inc. ("Contractor") pursuant to the 4217 Energy Services Agreement, entered into on June 5, 2024.

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Pleasant Valley Recreation and Park District

SitelogIQ, Inc.

Signature: _____

Signature: _____

Name: _____

Name: John Gajan

Title: _____

Title: President, West Energy

Date: _____

Date: _____

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
No. 768 APPROVING AN EQUIPMENT LEASE/
PURCHASE AGREEMENT AND AN ESCROW AND
ACCOUNT CONTROL AGREEMENT WITH RESPECT
TO THE ACQUISITION, FINANCING AND LEASING OF
CERTAIN EQUIPMENT FOR PUBLIC BENEFIT AND
MAKING CERTAIN DETERMINATIONS RELATING
THERE TO; AND AUTHORIZING CERTAIN OTHER
ACTIONS IN CONNECTION THEREWITH**

BACKGROUND

In accordance with California Government Code 4217.10 et seq., SitelogIQ developed a District energy upgrade program that would be self-funded through utility cost savings. Staff and SitelogIQ presented the final program proposal at the District’s Board of Directors Meeting on May 1, 2024. Oppenheimer & Co., Inc., an underwriter for CSDA Finance Corporation, has consulted with District Staff on the financing mechanisms available to the District for an energy services contract.

ANALYSIS

The proposed resolution authorizes the Pleasant Valley Recreation and Park District (the “District”) to enter into an Equipment Lease/Purchase Agreement (ELPA) with Banc of America Public Capital Corp for the acquisition, financing, and leasing of energy efficiency improvements. The ELPA facilitates the procurement of necessary equipment by providing a structured payment mechanism, thus enabling the District to manage its financial resources effectively. This agreement is further supported by an Escrow and Account Control Agreement, ensuring the proper allocation and application of funds towards the acquisition costs. Additionally, the resolution appoints Oppenheimer & Co. Inc. as the placement agent and Kutak Rock LLP as special counsel, with these appointments contingent upon the successful closure of the equipment financing. The resolution also authorizes District officers to perform necessary actions and execute additional documents to facilitate the ELPA and Escrow Agreement, ensuring a seamless process in achieving the District’s objectives.

To comply with regulatory requirements, the resolution incorporates the District’s intent to adhere to Treasury Regulation Section 1.150-2 regarding the reimbursement of expenditures through tax-exempt financing. This declaration ensures that any pre-paid expenditures for the equipment,

dating back up to 60 days prior to the resolution, are eligible for reimbursement once the tax-exempt financing is secured. This strategic financial planning is aimed at optimizing the District's capital management and leveraging available funds to support its energy efficiency initiatives.

By implementing this resolution, the District not only secures the necessary financial structure for acquiring energy-efficient equipment but also demonstrates a commitment to professional guidance and regulatory compliance. The use of escrow arrangements and professional appointments ensures that the process is managed securely and effectively, while the adherence to reimbursement regulations maximizes financial efficiency and accountability.

FISCAL IMPACT

If the District enters into an agreement with SitelogIQ, a 20-year equipment lease will be procured to pay for the project. The payments are front-loaded for the first three payments due to the expectation of the IRA refund being disbursed in December of 2025.

Project costs of \$4,478,500, \$0 in upfront District contribution, \$70,496 in Lease Transaction Costs, and \$203,044 Capitalized interest total an all-in cost of \$4,752,040.

There is an Estimated Inflation Reduction Act (IRA) refund of \$1,239,790, which is expected to be disbursed in December of 2025.

With a fixed interest rate of 4.51%, a 20-year payment period, and the prepayment of the \$1,239,790 IRA refund, the total District payment for the 20-year lease would be \$5,126,872.

This program will allow the District to remain in a positive cash flow position by offsetting annual lease payments with program savings. The estimated average annual savings to the District for years 1-20 is \$6,639; estimated average annual savings in years 21-30 is \$125,625. The 30-year projected utility cost avoidance and total gross program savings are estimated at \$6,641,524. Comparing savings to the lease payment, the estimated total net program savings is \$1,514,652.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals

- 1.4: Create Green Initiatives and Sustainability Program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost savings of these methods as well as grant opportunities.

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 768, a Resolution of the Board Of Directors of the Pleasant Valley Recreation And Park District to Adopt Required Findings and Authorize the General Manager to Enter into a Finance Agreement with Oppenheimer & Co., Inc. to Fund Energy Related Improvements.

ATTACHMENTS

- 1) Resolution No. 768 Finance Agreement to Fund Energy Services Contract (4 pages)
- 2) Equipment Lease Purchasing Agreement (ELPA) (16 pages)
- 3) Escrow Agreement (18 pages)

RESOLUTION NO. 768

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT APPROVING AN EQUIPMENT LEASE/ PURCHASE AGREEMENT AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR PUBLIC BENEFIT AND MAKING CERTAIN DETERMINATIONS RELATING THERETO; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Pleasant Valley Recreation and Park District (the “District”) is a recreation and park district existing under the laws of the State of California; and

WHEREAS, the District is authorized to acquire, finance and lease personal property for the benefit of the District and the public, including those energy efficiency improvements constituting the Equipment (as such term is defined in the herein-defined ELPA) to be constructed by SitelogIQ, and to enter into contracts with respect to the foregoing; and

WHEREAS, in order to finance the Equipment, the District desires to enter into an Equipment Lease/Purchase Agreement (the “ELPA”) between the District and Banc of America Public Capital Corp, a Kansas corporation (the “Lender”), or one of its affiliates, pursuant to which the District will lease and purchase the Equipment from the Lender; and

WHEREAS, in order to fully fund the ELPA and to provide a mechanism for the application of the Acquisition Amount (as such term is defined in the ELPA) to the lease and purchase of and payment for the Equipment, the District desires to enter into an Escrow and Account Control Agreement (the “Escrow Agreement”) by and among the District, the Lender and Wilmington Trust, National Association, as escrow agent; and

WHEREAS, under and pursuant to the ELPA, the District will be obligated to make certain rental payments (the “Rental Payments”) to the Lender payable from funds appropriated annually by the Board of Directors of the District (the “Board”); and

WHEREAS, the United States Treasury Department has issued Treasury Regulation Section 1.150-2 (the “Reimbursement Regulations”) constituting final regulations with respect to the use of proceeds of a tax-exempt financing for reimbursement purposes and, in order to comply with the Reimbursement Regulations, the District intends to declare its official intent to be reimbursed for the Equipment with proceeds of future tax-exempt borrowings, including but not limited to the ELPA; and

WHEREAS, the District desires to appoint Oppenheimer & Co. Inc. as placement agent (the “Placement Agent”) and Kutak Rock LLP as special counsel (“Special Counsel”) in connection with the financing of the Equipment; and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) (“SB 450”) requires that the Board obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorization of the issuance of bonds, including debt instruments such as the ELPA, with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the ELPA; (b) the sum of all fees and charges paid to third parties with respect to the ELPA; (c) the amount of proceeds of the ELPA expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the ELPA; and (d) the sum total of all debt service payments on the ELPA calculated to the final maturity of the ELPA plus the fees and charges paid to third parties not paid with the proceeds of the ELPA; and

WHEREAS, in compliance with SB 450, the Board obtained the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, there have been presented at this meeting forms of the ELPA and the Escrow Agreement.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Approval of ELPA. The form of ELPA, as presented to the Board at this meeting, is hereby approved. The Chair of the Board, the Vice-Chair of the Board, the General Manager, the Administrative Services Manager or any other officers duly designated by the Board (each, an “Officer” and collectively, the “Officers”) are hereby authorized and directed, for and on behalf of the District, to execute, acknowledge and deliver the ELPA, in substantially the form presented to the Board at this meeting, with such changes therein as such Officers may require or approve, with the advice and approval of legal counsel to the District and Special Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. In connection therewith, the District approves the execution and delivery of the ELPA so long as the maturity does not exceed August 1, 2044, the interest rate with respect to the Rental Payments does not exceed 4.51% (exclusive of adjustments for a default rate or taxable rate), and the principal amount does not exceed \$4,800,000.

SECTION 2. Approval of Escrow Agreement. The form of Escrow Agreement, as presented to the Board at this meeting, is hereby approved. The Officers are hereby authorized and directed, for and on behalf of the District, to execute, acknowledge and deliver the Escrow Agreement, in substantially the form presented to the Board at this meeting, with such changes therein as such Officers may require or approve, with the advice and approval of legal counsel to the District and Special Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. Declaration of Reimbursement. The District shall, presently intends, and reasonably expects to finance a portion of the Equipment with legally available funds. All of the expenditures covered by this Resolution were or will be paid on and after the date which is 60 days prior to the effective date of this Resolution. The District presently intends and reasonably expects to participate in a tax-exempt financing within 18 months of the date of the expenditure of moneys on the Equipment or the date upon which the Equipment is placed in service, whichever is later (but in no event more than three years after the date of the original expenditure

of such moneys), and to allocate from such financing an amount not to exceed amounts advanced for the Equipment from legally available funds to reimburse the District. The District intends for this Resolution to constitute the District’s official intent, within the meaning of the Reimbursement Regulations, to support the use of the proceeds of the ELPA to reimburse the District for the prior payment of expenditure related to the Equipment.

SECTION 4. Approval of Consultants. The Board hereby appoints the firms of Oppenheimer & Co. Inc. as Placement Agent and Kutak Rock LLP as Special Counsel in connection with the financing of the Equipment. The Board hereby authorizes the Officers to execute and deliver agreements with said firms for their respective services. Payment of fees and expenses with respect to such agreements shall be contingent upon the closing of the financing of the Equipment.

SECTION 5. Other Acts. The Officers of the District are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, including but not limited to a fee agreement, memorandum of understanding relating to the SitelogIQ contract, costs of issuance agreement, custodian agreement or other similar agreements, a tax certificate, a final acceptance certificate with respect to the Equipment and disbursement requests with respect to funds held under the Escrow Agreement, which in consultation with District legal counsel and Special Counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any and all such actions previously taken by such Officers or staff members, including the execution of a term sheet with the Lender in connection with the financing, are hereby ratified and confirmed.

SECTION 6. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of June 2024, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Board Chair
Pleasant Valley Recreation and Park District

Attested:

Jordan Roberts, Secretary
Pleasant Valley Recreation and Park District

EXHIBIT A

GOOD FAITH ESTIMATES

The following information was obtained from the Placement Agent and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the ELPA:

1. True Interest Cost of the ELPA. A good faith estimate of the true interest cost of the Lease Payments made pursuant to the ELPA, which means the rate necessary to discount the amounts allocable as principal and interest components and payable on the respective Lease Payment Dates, as described under the ELPA to the purchase price received for the ELPA, is 4.51% so long as an event of default or an event of taxability has not occurred.

2. Finance Charge of the ELPA. A good faith estimate of the District's finance charge of the ELPA, which means the sum of all fees and charges paid to third parties (or costs associated with the ELPA), is \$70,000.

3. Amount of Proceeds to be Received by the District. A good faith estimate of the amount of proceeds expected to be received by the District for sale of the ELPA less the finance charge of the ELPA described in paragraph 2 above and less capitalized interest, is \$4,478,500.

4. Total Payment Amount. A good faith estimate of the total payment amount, which means the sum total of all Lease Payments the District will make to pay their obligations on the ELPA plus the finance charge of the ELPA described in paragraph 2 above not paid with the proceeds of the ELPA, calculated to the final Lease Payment Date under the ELPA, is \$7,192,325.

The foregoing constitute good faith estimates only. The principal amount of the ELPA, the true interest cost of the ELPA, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the execution of the ELPA being different than the date assumed for purposes of such estimates; (b) the actual principal amount of the ELPA being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the ELPA being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the ELPA being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, or a combination of such factors.

The actual date of execution of the ELPA and the actual principal amount of the ELPA will be determined by the District based on a variety of factors. The actual interest rates borne by the ELPA will depend on market interest rates at the time of sale thereof. The actual amortization of the ELPA will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

**EQUIPMENT LEASE/PURCHASE AGREEMENT
(ESCROW ACCOUNT)**

This Equipment Lease/Purchase Agreement (this “*Agreement*”) dated as of June 20, 2024, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and Pleasant Valley Recreation and Park District, a recreation and park district existing under the laws of the State of California (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and,

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means \$[_____]. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with **[the Lessee’s Contribution and]** other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment.

“*Acquisition Period*” means the period ending five (5) business days prior to _____.

“*Agreement*” means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Collateral*” has the meaning set forth in Section 6.02.

“*Commencement Date*” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“*Contract Rate*” means the rate identified as such in the Payment Schedule.

“*Disbursement Request*” means the disbursement request attached to the Escrow Agreement as Schedule 1 and made a part thereof.

“*Equipment*” means the equipment, fixtures and other goods and property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means the total cost of the Equipment, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment.

“*Equipment Schedule*” means the Equipment Schedule attached hereto as *Exhibit A* and made a part hereof (including any duly authorized and executed amendments thereto).

“*Escrow Account*” means the account established and held by the Escrow Agent pursuant to the Escrow Agreement.

“*Escrow Agent*” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“*Escrow Agreement*” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Event of Non-appropriation*” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“*Lease Term*” means the Original Term and all Renewal Terms.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“**[Lessee’s Contribution]**” **[means the amount paid by Lessee in excess of the Acquisition Amount from legally available funds for the purposes provided in Section 4.08 hereof.]**

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement pursuant to Section 11.01 hereof, including the right, title and interest of Lessor in and to the Equipment, the Rental Payments and other amounts due hereunder, the Escrow Agreement and Escrow Account and other Collateral, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“*Lien*” means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“*Material Adverse Change*” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement.

“*Original Term*” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Outstanding Balance*” means the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“*Payment Schedule*” means the Payment Schedule attached hereto as *Exhibit B* and made a part hereof.

“*Prepayment Price*” means the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“*Principal Portion*” means the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“*Project Grant*” means a grant, subsidy, or other incentive that the Lessee receives for the Equipment.

“*Related Documents*” means this Agreement and the Escrow Agreement, each as may be amended and supplemented.

“*Renewal Terms*” means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Rental Payment Date*” means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

“*Rental Payments*” means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“*Scheduled Term*” means the Original Term and all scheduled Renewal Terms, with a final Renewal Term ending on _____, 20__, as set forth in *Exhibit B* attached hereto.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*SitelogIQ Contract*” means [Energy Services Master Agreement dated _____, 2024, between SitelogIQ and Lessee, as amended and modified by that certain Memorandum of Understanding dated October __, 2024 among Lessor, Lessee and SitelogIQ], and as the foregoing may be further supplemented, modified and amended pursuant to the terms thereof and hereof.

“*Special Counsel*” means Kutak Rock LLP.

“*State*” means the State of California.

“*Taxable Rate*” means, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment, and includes, without limitation, SitelogIQ, Inc. (“*SitelogIQ*”).

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment, and includes, without limitation, the SitelogIQ Contract.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

- (a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of

the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a recreation and park district of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Scheduled Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under the Related Documents.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property. In the event any lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment (each of the foregoing referred to as a "*Real Property Issue*"), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes of the Equipment contemplated herein and Lessee shall ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under this Agreement with respect to the Equipment remain free and clear of Real Property Issues.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) Lessee represents to Lessor that it has adopted a debt policy in compliance with SB 1029 and Section 8855 of the Government Code of California *et seq.* and covenants that it shall comply with Section 8855 of the Government Code of California

et seq. as amended (the “*CDIAC Act*”) throughout the Lease Term, including (i) preparing, submitting and filing the report of the proposed debt issuance relating to this Agreement by the method required by the California Debt and Investment Advisory Commission (“*CDIAC*”), (ii) preparing, submitting and filing the report of final sale (and accompanying documents) relating to this Agreement by the method required by CDIAC, (iii) submitting an annual report relating to the report of final sale for this Agreement by the method required by CDIAC, and (iv) paying all fees charged by CDIAC or the CDIAC Act relating to this Agreement, including, but not limited to the fee in an amount equal to one-fortieth of one percent of the Acquisition Amount or as otherwise prescribed by the CDIAC Act.

(n) As of the date of execution and delivery of this Agreement, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or *pari passu* with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of this Agreement.

(o) The street addresses and legal descriptions affixed to the UCC-1 financing statements and fixture filings filed and recorded pursuant to Section 3.04(vi), Section 6.01 and/or Section 6.02 hereof are true, accurate and complete street addresses and legal descriptions of all the properties on which the Equipment is located or to be installed. In the event any street address, legal description, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Lessor’s interests in the Equipment or any of the real property on which the Equipment is located or to be installed reflects any incorrect or incomplete street address, real property legal description, equipment description or other information, Lessee shall take all steps necessary at its expense (with the Lessor’s prior written approval) to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, equipment description, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor’s interests in the Equipment.

(p) Lessee will pay all Equipment Costs and costs of issuance in excess of the Acquisition Amount available therefor out of its own funds. Lessor shall not have any responsibility to pay amounts for any Equipment Costs or costs of issuance with respect to the Related Documents or the Equipment that individually or collectively exceed the Acquisition Amount.

(q) Lessee has complied with California Government Code Section 4217.10 *et seq.* and other applicable law pertaining to the authorization of this Agreement and the financing and acquisition by the Lessee of the Equipment.

(r) To the extent applicable, as determined by Lessee in its sole discretion, Lessee has complied with the requirements of California Government Code Section 5852.1 *et seq.* in connection with this Agreement and the Equipment.

(s) In connection with the Lessee’s compliance with any continuing disclosure undertakings (each, a “*Continuing Disclosure Agreement*”) entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act

of 1934, as amended (the “Rule”), the Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an “EMMA Posting”). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and the Escrow Agent in any portion of such EMMA Posting: address, account information and logos of the Lessor or its affiliates and the Escrow Agent; e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and the Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Scheduled Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Scheduled Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Scheduled Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with

applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) An Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent and a Vendor Agreement satisfactory to Lessor and executed by Lessee and the Vendor;
- (ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1*, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;
- (iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2*, completed to the satisfaction of Lessor;
- (iv) Opinions of Special Counsel and general counsel to Lessee, which in the aggregate opine on the matters set forth in the form attached hereto as *Exhibit D* and which are otherwise satisfactory to Lessor;
- (v) Evidence of insurance as required by Section 7.02 hereof;
- (vi) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;
- (vii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located and amendments

and agreements releasing liens and encumbrances, if any, on the real property where the Equipment is and will be located;

(viii) Reserved;

(ix) A copy of the Form 8038-G, fully completed by Special Counsel as paid preparer and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, *provided however*, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing and (iii) no Event of Non-appropriation having occurred or being threatened with respect to this Agreement.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent to be held and disbursed pursuant to the Escrow Agreement.

Section 3.05. Evidence of Filing Form 8038-G. As soon as it is available, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for this Agreement with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in the Payment Schedule. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under this Agreement. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) all or any portion of any grant, subsidy, or other incentive, including but not limited to the Project Grant or any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), any amounts described or derived from California Assembly Bill AB 841, any federal, state, local, private or other incentives or rebates or any substantially similar (to any of the foregoing) provision of federal, state, local or foreign tax or other law (including regulations or other guidance from any taxing or other authority).

Section 4.05. Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest

component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments remain unpaid, moneys on deposit in the Escrow Account shall not be used in a manner that will cause this Agreement to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includable in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Agreement becoming includable for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earliest of (i) the expiration of the Acquisition Period, (ii) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental

Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates at a price of 100% of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any partial prepayment of Rental Payments, Lessor shall prepare a new Payment Schedule and deliver the same to the Lessee, which shall be binding, absent manifest error.

[Section 4.08. Covenant Regarding Lessee's Contribution. Lessee hereby covenants to pay, from legally available funds \$_____ (or such other amount approved by Lessor) of costs to acquire and install the Equipment, which Lessee's Contribution amount is separate and apart from, and in addition to, the Acquisition Amount hereunder. Lessee hereby further acknowledges and agrees that the Escrow Agent is not authorized to disburse, and Lessor will not approve any disbursement for, the final ten percent (10%) of the Acquisition Amount (which 10% is \$_____) from the Escrow Account unless and until (a) Lessee has provided written evidence satisfactory to Lessor that Lessee has paid and distributed at least \$_____ (or such other amount approved by the Lessor) towards the cost of the Equipment from the Lessee's Contribution and (b) payment and distribution of the Lessee's Contribution in full. Lessee shall not be obligated to deposit the [Lessee's Contribution] in the Escrow Account or in any other account or fund under this Agreement or the Escrow Agreement, but shall pay Equipment Costs for the Equipment directly to the related Vendors from and after the Commencement Date and provide such evidence of the dates, amounts and payees of such expenditures of the Lessee's Contribution as Lessor may reasonably request.]

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment as it deems appropriate in order to unconditionally accept such Equipment. When the Equipment has been delivered and installed, including any component of Equipment, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to the Lessor pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor together with each Disbursement Request copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved,

Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation exists hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component and a remaining useful life of no less than the remaining Scheduled Term, and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices

furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, so long as Lessee is not in default under Article XII hereof and an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, Liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, Liens and processes. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lessor may reasonably request in order to protect Lessor's first priority security interest in the Collateral. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing hereunder by Lessee in accordance with Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first Lien on (a) the Equipment, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom, (b) moneys and investments held from time to time in the Escrow Account, (c) all accounts, chattel paper, deposit accounts, documents, instruments, general intangibles and investment property (including any securities accounts and security entitlements relating thereto) evidenced by or arising out of or otherwise relating to the foregoing collateral described in clauses (a) and (b) above, as such terms are defined in Article 9 of the California Commercial Code, and (d) any and all proceeds of any and all of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9

of the California Commercial Code and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, Liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term. Lessor will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment. Lessee shall pay the fee charged by the California Debt and Investment Advisory Commission with respect to this Agreement pursuant to Section 8856 (or any successor provision) of the California Government Code.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insureds that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability

umbrella coverage), and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("*Surety Bond*") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the

surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(a)(ii) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at

least through the Scheduled Term. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, Liens, security interests and encumbrances, excepting only those Liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(a)(ii) hereof.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price *plus* all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price *plus* all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement and so long as no

Event of Non-appropriation has occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor under this Agreement, including the right to receive full and timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

ARTICLE X

Section 10.01. Prepayment; Payment in Full or in Part.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy some or all of its obligations hereunder, at the following times and upon the following terms:

(i) *Optional Prepayment in Whole.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due *plus* the then applicable Prepayment Price, which shall include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* all other amounts then owing hereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due *plus* (ii) the then applicable Prepayment Price *plus* (iii) all other amounts then owing hereunder OR, (B) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Prepayment Price shown on the Payment Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date, the earliest Prepayment Price shown on the Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date) to the date of such prepayment *plus* (iii) all other amounts then owing hereunder; or

(iii) *Extraordinary Prepayment in Part.* Prior to June 20, 2027, on any Rental Payment Date following the District's receipt of the Project Grant, upon not less than thirty (30) days prior written notice, the Lessee may exercise a one-time extraordinary

prepayment up to a total amount of \$_____ which shall be applied by Lessor to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates at a price of 101% of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) *Payment in Full.* Lessor's security interests in and to the Equipment will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment, after either (i) payment of the applicable Prepayment Price and all other amounts then owing hereunder in accordance with either Section 10.01(a)(i) or Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Scheduled Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with this Agreement. Notwithstanding anything herein to the contrary, no portion of Lessor's security interests in and to the Equipment or other Collateral will be terminated due to any partial prepayment pursuant to Section 10.01(a)(iii) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Collateral (collectively, the "*Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising hereunder or under the Escrow Agreement with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Assigned Rights, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Collateral, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment, the Escrow Agreement, the Escrow Account or any of the other Collateral may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days after the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor,

unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$500,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold

Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement. If the waiver of jury trial contained herein is unenforceable for any reason, then the parties hereto agree that the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*"). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

BANC OF AMERICA PUBLIC CAPITAL CORP

PLEASANT VALLEY RECREATION AND PARK DISTRICT

11333 McCormick Road
Hunt Valley II
M/C MD5-031-06-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

1605 E. Burnley Street
Camarillo, CA 93010
Attention: General Manager
Telephone: (805) 482-1996 ext. 114
Fax No.: (805) 482-3468
Email: MOtten@pvrrpd.org

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

LIST OF EXHIBITS

EXHIBIT A	—	Form of Equipment Schedule
EXHIBIT B	—	Form of Payment Schedule
EXHIBIT C-1	—	Form of Authorizing Resolution
EXHIBIT C-2	—	Form of Incumbency and Authorization Certificate
EXHIBIT D	—	Form of Opinion of Lessee's Counsel
EXHIBIT E	—	Form of Final Acceptance Certificate
EXHIBIT F	—	Form of Self-Insurance Certificate
EXHIBIT G	—	Reserved
EXHIBIT H	—	Form of Notice and Acknowledgement of Assignment
EXHIBIT I	—	Form of Escrow and Account Control Agreement

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment:

Equipment Description (Scope of Work):

EXHIBIT B

PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (including prepayment premium, if applicable)

Contract Rate. The Contract Rate is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is _____.

LESSOR:

LESSEE:

BANC OF AMERICA PUBLIC CAPITAL CORP

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Pleasant Valley Recreation and Park District (the “*Lessee*”), a recreation and park district duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State of California to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$ _____ constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the “*Agreement*”) with Banc of America Public Capital Corp (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, Be It And It Is Hereby Resolved by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ **[insert title of officials]** of the Lessee or other members of the governing body of the Lessee executing (in writing or

electronically) the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute (in writing or electronically), and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of a Final Acceptance Certificate, an Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

PLEASANT VALLEY RECREATION AND PARK
DISTRICT, as Lessee

[SEAL]

By: _____
Printed Name: _____
Title: _____

Attest:

By: _____
Printed Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting Secretary of the Lessee identified in the above Resolution No. ____ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20___. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Dated this ____ day of _____, 20__.

Name: _____
Title: _____

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Secretary of the Pleasant Valley Recreation and Park District ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Equipment Lease/Purchase Agreement dated as of June 20, 2024 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of June 20, 2024 by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: June 20, 2024

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

**FORM OF OPINION OF COUNSEL TO LESSEE
(TO BE TYPED ON LETTERHEAD OF COUNSEL)**

[Closing Date]

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
dated as of June 20, 2024, by and between
Banc of America Public Capital Corp, as Lessor,
and the Pleasant Valley Recreation and Park District, as Lessee

Ladies and Gentlemen:

As legal counsel to the Pleasant Valley Recreation and Park District ("*Lessee*"), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement, dated as of June 20, 2024, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), which, among other things, provides for the lease of certain property (the "*Equipment*") and a certain Escrow and Account Control Agreement dated as of June 20, 2024 by and among Lessor, Lessee, and Wilmington Trust, National Association as Escrow Agent (the "*Escrow Agreement*"), (b) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Escrow Agreement and documents related thereto, and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Escrow Agreement, and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a recreation and park district, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by state and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as interest is excluded from gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes; and such interest is not a specific item of tax preference for purposes of the federal alternative minimum tax.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
dated as of June 20, 2024, by and between
Banc of America Public Capital Corp, as Lessor,
and the Pleasant Valley Recreation and Park District, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.
5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.
6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.
7. No Event of Non-appropriation has occurred or been threatened.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____ -

LESSEE:

PLEASANT VALLEY RECREATION AND PARK
DISTRICT

By: _____

Name: _____

Title: _____

(SEAL)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
 dated as of June 20, 2024, (the “*Agreement*”)
by and between Banc of America Public Capital Corp, as Lessor,
 and the Pleasant Valley Recreation and Park District, as Lessee

In connection with the above-referenced Agreement, the Pleasant Valley Recreation and Park District (the “*Lessee*”) hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. **[The Lessee maintains an umbrella insurance policy for claims in excess of Lessee’s self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]**

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee’s self-insurance program is \$_____. **[The Lessee maintains an umbrella insurance policy for claims in excess of Lessee’s self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]**

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund **[are/are not]** subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee’s self-insurance liabilities is \$_____. **[Amounts paid from the Lessee’s self-insurance fund are subject to a dollar per claim of \$_____.]**

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources:

_____. Amounts payable for claims from such sources are limited as follows: _____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

PLEASANT VALLEY RECREATION AND PARK
DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT G

RESERVED

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

Banc of America Public Capital Corp (“*Assignor*”) hereby gives notice that it has assigned and sold to _____ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under the Equipment Lease/Purchase Agreement dated as of June 20, 2024 (the “*Agreement*”), by and between Assignor and the Pleasant Valley Recreation and Park District (“*Lessee*”), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor’s right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of June 20, 2024 (the “*Escrow Agreement*”) by and among Lessee, Assignor and Wilmington Trust, National Association, as Escrow Agent, together with the Escrow Account and other Collateral (collectively, the “*Assigned Property*”). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) **[except as provided in Section 3.03 of the Agreement,]** the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgement*”), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	_____
Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

See Item #4 in Transcript.

ESCROW AND ACCOUNT CONTROL AGREEMENT

This Escrow and Account Control Agreement (this “*Agreement*”), dated as of June 20, 2024, is by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “*Lessor*”), Pleasant Valley Recreation and Park District, a recreation and park district existing under the laws of the State of California (hereinafter referred to as “*Lessee*”), and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of June 20, 2024 between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount (\$ _____) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment[**(with the final 10% of the Acquisition Amount disbursed only after payment of the Lessee’s Contribution in accordance with Section 4.08 of the Lease)**].

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Creation of Escrow Account. (a) There is hereby created an escrow fund to be known as the “Pleasant Valley Recreation and Park District Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Lessee acknowledges that neither the Escrow Agent nor the Lessor is providing investment supervision, recommendations, or advice. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. “*Business Day*” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in Chicago, Illinois, Camarillo, California or New York, New York. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form)

designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California Government Code Sections 53600 *et seq.*

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account [**and the Lessee's Contribution**] are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes a Final Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent

an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent permitted by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, *provided, however*, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, with regards to the execution of the instructions or directions in question, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and its directors, officers, employees and agents and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct. The Escrow Agent may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(i) The compensation fee for Escrow Agent's services under this Agreement is \$0.00. Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account, execution of the directions provided by the Lessee and Lessor and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account. The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent.

(l) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Escrow Agent shall not be answerable for other than its gross negligence or willful misconduct.

(m) Nothing in this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(n) In no event shall the Escrow Agent be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(o) In the event that any of the funds in the Escrow Account shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the funds in the Escrow Account, the Escrow Agent is hereby expressly authorized to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. To the extent permitted by law, the Escrow Agent shall inform the Lessor and Lessee

in writing about any such attachment, garnishment, levy, court order, judgment or decree within ten (10) business days of its receipt of any such attachment, garnishment, levy, court order, judgment or decree. In the event that the Escrow Agent obeys or complies with any such writ, order or decree, it shall not be liable to any of the other parties to this Agreement or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 2. Acquisition and Installation of Equipment.

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment[**as provided in Section 4.08 of the Lease**] with moneys available in the Escrow Account[, *provided that the final ten percent (10%) of the Acquisition Amount (which 10% is \$ _____)* shall not be disbursed from the Escrow Account until Lessee has provided written evidence satisfactory to Lessor that Lessee has paid and distributed at least \$ _____ (or such other amount approved by the Lessor) towards the cost of the Equipment from the Lessee's Contribution]. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement or monitor or enforce Lessee's compliance with the foregoing covenant.

(b) *Authorized Escrow Account Disbursements.* It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described[, **other than for any amount paid or to be paid by Lessee from the [Lessee's Contribution]**]) the cost of acquiring the Equipment[, *provided that the final ten percent (10%) of the Acquisition Amount (which 10% is \$ _____)* shall not be disbursed from the Escrow Account until Lessee has provided written evidence satisfactory to Lessor that Lessee has paid and distributed at least \$ _____ (or such other amount approved by the Lessor) towards the cost of the Equipment from the Lessee's Contribution].

(c) *Requisition Procedure.* [The final ten percent (10%) of the Acquisition Amount (which 10% is \$ _____) shall not be disbursed] from the Escrow Account unless and until Lessee has satisfied its covenant set forth in Section 4.08 of the Lease to pay the [Lessee's Contribution and]Lessor has approved in writing such requisition. Lessee shall provide written evidence satisfactory to Lessor that Lessee has paid and distributed at least \$ _____ (or such other amount approved by the Lessor) towards the cost of the Equipment from the Lessee's Contribution before the final ten percent (10%) of the Acquisition Amount (which 10% is \$ _____) may be disbursed from the Escrow Account]. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is

due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an “*Authorized Representative*”) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1;
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale therefor or other evidence of title transfer, and release by Vendor of any security interest, therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and
3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

Section 3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account[**and the Lessee’s Contribution**]. The Escrow Agent shall not be liable for any amount in excess of the Acquisition Amount.

Section 4. Excess Proceeds in Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes a Final Acceptance Certificate, or upon a termination of the Escrow Account as provided in this Agreement, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

Section 5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest

in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

Section 6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the California Commercial Code (the "*Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) *Provided* that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (i) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (iii) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a Lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that

Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

Section 7. Information Required Under USA Patriot Act. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA Patriot Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first

class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail *provided* that any formal notice shall be attached to an email message in PDF format and *provided further* that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If a court of competent jurisdiction declares any provision hereof invalid, it will be ineffective only to the extent of such invalidity, so that the remainder of the provision and Agreement will continue in full force and effect.

This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersede all prior agreements and understandings, oral or written.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010
Attention: General Manager
Telephone: (805) 482-1996 ext. 114
Fax No.: (805) 482-3468
Email: MOtten@pvrrpd.org

If to Escrow Agent: Wilmington Trust, National Association
650 Town Center Drive, Suite 800
Costa Mesa, CA 92626
Attention: Chris Johnson
Telephone: (714) 384-4152
Fax: (714) 384-4151
Email: cshjohnson@wilmingtontrust.com

Section 9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as

described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

Section 10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the State of California, and each party expressly waives any objections that it may have to the venue of such courts. THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT. If the waiver of jury trial contained herein is unenforceable for any reason, then the parties hereto agree that the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision.

Section 11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

Section 12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

Section 13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

Section 14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section 15. This Agreement may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe’s Portable Document Format (“PDF”). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of this Agreement and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lessor

PLEASANT VALLEY RECREATION AND PARK
DISTRICT, as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Name: _____
Title: _____

**SCHEDULE 1
TO THE ESCROW AND ACCOUNT CONTROL AGREEMENT**

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of June 20, 2024 by and between Banc of America Public Capital Corp, as Lessor, and the Pleasant Valley Recreation and Park District, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of June 20, 2024 (the “Escrow and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), the Pleasant Valley Recreation and Park District (“Lessee”) and Wilmington Trust, National Association (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

DISBURSEMENT AMOUNTS:

PAYEE’S NAME AND ADDRESS (IF
DISBURSEMENT VIA WIRE, MUST
INCLUDE WIRE TRANSFER
INSTRUCTIONS)

INVOICE NUMBER

DOLLAR AMOUNT

PURPOSE

<Payee’s Name>
<Payee Address 1>
<Payee Address 2>
<Payee Address 3>

<invoice list OR “see
attached” with a
spreadsheet>

< invoice amount>

<general description of
equipment; ex “police
cruiser”>

<Payee Bank Name*>
<Payee Bank ABA/Routing*>
<Payee Bank Account No*>
<Payee Account Name*>

<*Payee Address and Payee
Bank information is required.>

<Payee’s Name>
<Payee Address 1>
<Payee Address 2>
<Payee Address 3>

<invoice list OR “see
attached” with a
spreadsheet>

<invoice amount>

[<mobilization fee that is
payable to the Vendor
under the Vendor
Agreement>]

<Payee Bank Name*>
<Payee Bank ABA/Routing*>
<Payee Bank Account No*>
<Payee Account Name*>

<*Payee Address information is
required. Payee Bank
information only to be included
for wire/EFT.>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) Each obligation specified in the table herein titled as “Disbursement Amounts” (a) has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for Equipment Costs relating to the Equipment identified above and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), **in which event Lessee further certifies that the requested reimbursement is not with respect to any amount previously paid from the Lessee’s Contribution**], and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. **[For COI Disbursement only: Each obligation specified in the table herein titled as “Disbursement Amounts” (a) has been incurred by Lessee in the stated amount, and (b) the same is a proper charge against the Delivery Costs Subaccount for costs of delivery of the Lease identified above and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof, in which event Lessee further certifies that the requested reimbursement is not with respect to any amount previously paid from the Lessee’s Contribution).]**

(ii) For each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” (a) Lessee has conducted such inspection and testing of the Equipment as it deems appropriate in order to unconditionally accept such Equipment, and (b) such Equipment has been delivered, installed, and unconditionally accepted for all purposes by Lessee and title thereto has transferred to Lessee and any security interest of Vendor therein has been released. Attached hereto is a copy of the original invoice, and certification from Vendor as to title transfer and release by Vendor of any security interest with respect to such obligation and the related AIA forms.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other Liens or rights to Liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions (collectively, the "*Payee Information*"), is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

(xi) **[Following the disbursement of all obligations specified in the table herein titled as "Disbursement Amounts", at least \$ _____ (which is equal to at least ten percent (10%) of the original Acquisition Amount) shall still remain in the Escrow Account.]**

[Lessee has previously paid and disbursed the full amount of the Lessee's Contribution equal to \$ _____ in accordance with Section 4.08 of the Lease and Lessee has provided written evidence satisfactory to Lessor that Lessee has paid and distributed at least \$ _____ towards the cost of the Equipment from the Lessee's Contribution.]

Dated: _____

PLEASANT VALLEY RECREATION AND PARK
DISTRICT

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Secretary of the Pleasant Valley Recreation and Park District ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Equipment Lease/Purchase Agreement dated as of June 20, 2024 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of June 20, 2024 by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: June 20, 2024

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF JUNE 20, 2024 BY AND AMONG BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, AS LESSEE AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ESCROW AGENT

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – [LESSOR]

Name:	<u>Candy Tam</u>	Name:	<u>Nancy Nusenko</u>
Title:	<u>Authorized Agent</u>	Title:	<u>Authorized Agent</u>
Phone:	<u>415-765-7492</u>	Phone:	<u>443-541-3646</u>
Facsimile:	<u>415-633-0183</u>	Facsimile:	<u>443-541-3057</u>
E-mail:	<u>Candy.tam@bofa.com</u>	E-mail:	<u>Nancy.a.nusenko@bofa.com</u>
Signature:	_____	Signature:	_____

Fund Transfer / Disbursement Authority Level:

- Initiate
 Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
 Verify transactions initiated by others

Name:	<u>Nancy K. Hepner</u>	Name:	<u>Arlene Sobieck</u>
Title:	<u>Authorized Agent</u>	Title:	<u>Authorized Agent</u>
Phone:	<u>443-541-3645</u>	Phone:	<u>443-541-3643</u>
Facsimile:	<u>804-553-2407</u>	Facsimile:	<u>443-541-3057</u>
E-mail:	<u>Nancy.k.hepner@bofa.com</u>	E-mail:	<u>Arlene.sobieck@bofa.com</u>
Signature:	_____	Signature:	_____

Fund Transfer / Disbursement Authority Level:

- Initiate
 Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
 Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

Date: June 20, 2024

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF A FIRST
READING FOR THE ADOPTION OF ORDINANCE NO.
15 TO ESTABLISH AN INFORMAL BID PROCESS
UNDER THE CALIFORNIA UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT
(CUPCCAA)**

SUMMARY

It is recommended the Board of Directors approve Ordinance No. 15, which establishes an informal bid process for public construction projects in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA). This adjustment will streamline the procurement process, allowing for more efficient management of smaller projects by enabling informal bidding processes for projects up to \$200,000 and no bid requirements for projects up to \$60,000. The resolution to place the District under CUPCCAA and changes to the Purchasing Policy will be considered at the following Board meeting in July 2024.

BACKGROUND

The District currently follows bid thresholds established prior to CUPCCAA. The existing thresholds established in the California Public Contract Code Section 20815.1 require formal bidding for projects exceeding \$25,000, which often leads to longer project timelines and higher administrative costs due to the extensive procedures involved.

The California Uniform Public Construction Cost Accounting Act, found in the California Public Contract Code Sections 22000-22050, provides a framework for uniform cost accounting standards, and streamlined bidding processes for public agencies. CUPCCAA allows for informal bidding on projects up to \$200,000 and no bid requirements for projects up to \$60,000. In order to utilize these thresholds and CUPCCAA, the District needs to adopt an informal bid ordinance.

It is important to note that the passage of Ordinance No. 15 pertains solely to the adoption of the informal bid process. The resolution to place the District under CUPCCAA and the associated changes to the purchasing policy will be addressed in a subsequent Board meeting. This staged approach is necessary, as the passage of an ordinance requires two hearings, and CUPCCAA is contingent on the ordinance passing.

ANALYSIS

Ordinance No. 15 establishes that public projects up to \$200,000 can be contracted using informal bid procedures as per Section 22032 of the California Public Contract Code. It mandates compliance with Section 22034 for maintaining a list of qualified contractors and specifies the process for circulating notices inviting informal bids, either through direct communication to listed contractors or via construction trade journals. The ordinance also grants the General Manager the authority to award informal contracts, pending Board approval for specific projects, thereby streamlining, and expediting the procurement process for the District.

Passing Ordinance No. 15 to establish an informal bidding process, and the subsequent adoption of CUPCCAA, will offer several advantages for the District:

1. **Efficiency:** Adopting the \$200,000 threshold for informal bidding will significantly reduce the time and administrative burden associated with the formal bidding process for smaller projects. This change will streamline project timelines, allowing for quicker initiation and completion of projects.
2. **Cost Savings:** By minimizing the administrative costs associated with formal bidding and enabling faster project execution, the District can achieve notable cost savings. Additionally, the flexibility to perform smaller projects in-house or with no bid process up to \$60,000 can further reduce costs related to external contractors.
3. **Local Participation:** Higher informal bidding thresholds will encourage more local and smaller contractors to participate in the bidding process. This increased competition can lead to more competitive pricing and foster greater community involvement in District projects.

Potential challenges include ensuring compliance with CUPCCAA standards and maintaining transparency and accountability in the bidding process. Most of these requirements are items the District currently follows, so there will be few changes in operations. These concerns can be addressed through comprehensive staff training and minor updates to our accounting practices to align with CUPCCAA guidelines.

Fiscal analysis indicates that the reduced administrative burden and expedited project timelines could result in cost savings. Furthermore, the ability to perform smaller projects in-house will further reduce costs associated with hiring external contractors.

The subsequent resolution to place the District under CUPCCAA and the associated changes to the Purchasing Policy, scheduled for the next Board meeting, will further solidify these benefits by providing a comprehensive framework for cost accounting and procurement processes.

FISCAL IMPACT

The fiscal impact of adopting CUPCCAA thresholds is anticipated to be positive. The District expects to achieve cost savings in administrative expenses and overall project costs. Implementing in-house capabilities for smaller projects and using informal bidding for mid-sized projects will streamline operations and reduce expenditures. There is no immediate cost to the District for adopting these thresholds.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

- 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

RECOMMENDATION

It is recommended that the Board review and introduce Ordinance No. 15 by:

1. Making a MOTION to read the complete Ordinance No. 15 title – *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under The Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code)* and to waive further reading;

AND

2. Making a MOTION to APPROVE the introduction and first reading of the District's *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under The Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code)*.

ATTACHMENTS

- 1) Ordinance No. 15 (2 pages)

ORDINANCE NO. 15

AN ORDINANCE OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

The Board of Directors of the Pleasant Valley Recreation and Park District do ordain as follows:

Article 1

Section 101 - Informal Bid Procedures

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Section 102 - Contractors List

The agency shall comply with the requirements of Public Contract Code Section 22034.

Section 103 - Notice Inviting Informal Bids

Where a public project is to be performed which is subject to the provisions of the California Uniform Public Construction Cost Accounting Act, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxes, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 102,
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code.

Additional contractors and/or construction trade journals may be notified at the discretion of the General manager, provided however:

(1) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Section 104. Award of Contracts

The General Manager may be authorized to award informal contracts pursuant to this Section if approved by the Board of Directors for the specific project being awarded.

Article 2

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published

once, with the names of the members of the Board of Supervisors voting for and against the same in the Ventura County Star, a newspaper of general circulation published in the County of Ventura.

PASSED AND ADOPTED this ____ day of July, 2024 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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

ATTESTED:

Jordan Roberts, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: June 5, 2024

SUBJECT: CONSIDERATION TO RECEIVE THE REPORT FROM FM3 ON THE VOTER OPINION SURVEY FOR THE FUTURE MULTI-GENERATIONAL COMMUNITY RECREATION FACILITY AND PROVIDE STAFF WITH DIRECTION AND NEXT STEPS

SUMMARY

The Pleasant Valley Recreation and Park District (“District”) and City of Camarillo (“City”) collaboratively conducted a survey among Pleasant Valley Recreation and Park District voters to evaluate the feasibility of a potential ballot measure slated for the November 2024 election. The success of this measure hinges on garnering at least two-thirds support from voters.

BACKGROUND

The District and City initiated a partnership to explore the vision and conceptualization of a Multi-Generational Community Recreation Facility, settling on Option D (Stand Alone) during a joint special meeting on September 16, 2019. This option entailed a 30,730 square-foot addition, featuring amenities such as a 2-court gymnasium, large activity rooms, lobby, and office space, among others, with an estimated construction cost of \$34.5 million, excluding seismic retrofitting.

Following a Cooperative Agreement in February 2020, discussions were halted due to the uncertainties posed by the COVID-19 pandemic. However, in December 2021, there was a decision to reassess the project's cost, resulting in an updated estimate of \$39.5 million presented by LPA at a meeting in February 2022. Consequently, the District and City Liaison Committee resolved to conduct a voter survey and collaborate with a financial planner to explore funding options.

On March 2, 2022, the Board authorized Staff to commence a Request for Proposals seeking a consulting firm to assist the District with the evaluation of voter opinion surveys and polling services.

On July 6, 2022, the Board authorized the General Manager to enter into an agreement with FM3 Research to perform a Voter Opinion Survey.

ANALYSIS

Engaging potential voters for the November 2024 Presidential Election provided valuable insights, aiding FM3 in gauging support and viability for a prospective finance measure. To tailor the survey

effectively, FM3 required pertinent details encompassing facility conditions, usage statistics, City/District growth trends, financial gaps, and potential funding consequences.

Employing a dual-mode methodology combining online and telephone interviews, FM3 ensured comprehensive data collection, with follow-up strategies employed to maximize response rates. The 20-minute survey duration allowed for thorough exploration of various ballot language, funding mechanisms, and tax rate combinations, crucial for identifying options aligned with voter priorities.

With a sample size of 400 interviews targeted for November 2024, FM3 anticipated a margin of sampling error of ± 4.9 percentage points, providing statistically reliable insights into the electorate's sentiments.

Despite the diligent efforts invested in conducting the survey, the results unfortunately did not meet the threshold of two-thirds support required for the proposed ballot measure. This outcome underscores the importance of continued engagement with the community to better understand their perspectives and concerns. Moving forward, the District and City must reassess their approach, considering alternative strategies to address the community's recreational needs while navigating the challenges presented by the lack of substantial voter support and cost of this project. By maintaining an open dialogue and exploring innovative solutions, the District can strive towards realizing a Multi-Generational Community Recreation Facility that aligns with the aspirations of the constituents the District serves.

FISCAL IMPACT

There is no fiscal impact at this time.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal

- **2.1.C:** Retain a consulting firm to further explore a voter survey regarding a tax measure. Based on the results of the voter survey, present potential funding options for a new facility.

RECOMMENDATION

It is recommended that the Board of Directors offer guidance and determine the subsequent course of action(s) for the Multi-Generational Community Recreation Facility.

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF PRELIMINARY FISCAL YEAR 2024-2025 BUDGETS FOR THE GENERAL FUND, ASSESSMENT DISTRICT FUND, QUIMBY FEE FUND, PARK IMPACT FEE FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND RESTRICTED DONATIONS FUND

SUMMARY

Every year Staff brings a budget before the Board of Directors requesting the Board to approve the next fiscal year's budget. Staff is asking the Board to approve FY 2024-2025 General Fund, Assessment District, Quimby Fee, Park Impact Fee, Community Development Block Grant (CDBG), and Restricted Donations budgets for the Pleasant Valley Recreation and Park District.

BACKGROUND

On April 27, 2024, the Pleasant Valley Recreation and Park District held a public workshop for the proposed Fiscal Year 2024-2025 budgets. At the conclusion of the workshop, the budget totals are as follows: \$11,511,100 in expenses for the General Fund (Fund 10) budget, \$1,352,800 in expenses for the Assessment District (Fund 20) Budget, \$3,200,157 in expenses in the Quimby Fee (Fund 30) Budget, no expenses in Park Impact Fee (Fund 40) Budget, and \$5,634 in Community Development Block Grant (CDBG) (Fund 50) Budget; the General Fund budget includes \$1,405,152 in capital expenses. The public received notice of this workshop through the posting of the agenda.

The proposed operating budgets for FY 2024-2025 strive to continue to move the District along the path of fiscal sustainability. The District continues to make progress in a positive direction, seeing an increase in rentals and class/program participation.

The General Fund budget as presented is balanced with an excess of \$158,933 in the General Fund. Included in the General Fund budget is the drawdown of Designated Projects funds, in the amount of \$125,000, to pay for a Comprehensive Park and Recreation Master Plan, and \$75,000 in carryover for costs related to a potential addition of a multi-generational center. The introduction of the preliminary budget as well as the workshop has allowed the Board and the public an opportunity to review and provide additional comments before adoption of the budgets on July 3, 2024.

The Assessment District budget is balanced at \$1,376,735 in revenue with \$1,352,800 in services and supplies expenses. This equates to revenue exceeding expense by a total of \$23,935.

The Quimby Fee Fund has a revenue budget of \$200,000 for interest earnings and an expense budget of \$3,200,157 for capital improvement projects. This leads to a drawdown of the Quimby Fund balance of \$3,200,157. This is typical of Quimby accounts, as there is a large inflow of cash from development projects, that are then used in future periods.

The Park Impact Fee Fund has a revenue budget of \$65,000 for interest earnings and no expenses budgeted.

The Community Development Block Grant Fund has a revenue budget of \$5,634 with \$5,634 budgeted in personnel; the Community Development Block Grant will cease as of September 30, 2024.

The Restricted Donations Fund is for the use of donations received for a specific project or purpose. Currently, the District has received no donations for specific projects, and this fund will remain unbudgeted until such donations are received.

ANALYSIS

FUND 10 – General Fund

Revenue-Fund 10

Revenue	April 27 th Workshop	June 5 th Approval
Property Tax	\$8,877,226	\$8,877,226

Drawdown-Fund 10

Drawdown	April 27 th Workshop	June 5 th Approval
Designated Project	\$0	\$125,000

The drawdown of Designated Project funds was decided in FY 2023-2024 in order to fund the Comprehensive Parks and Recreation Master Plan.

Expenses-Fund 10

Expense	April 27 th Workshop	June 5 th Approval
Personnel	\$5,542,410	\$5,542,410

Expense	April 27 th Workshop	June 5 th Approval
Services and Supplies	\$4,563,538	\$4,563,538

Capital Improvement Program (CIP)

For the General Fund CIP, there is a total of fourteen projects for FY 2024-2025:

Capital	April 27 th Workshop	June 5 th Approval
Capital	\$1,350,152	\$1,350,152

The below table lists all of the projects for Fund 10—Capital for FY 2024-2025:

Project	Park/Location	Budgeted Cost
ADA Path of Travel Upgrades	Various	\$100,000
2 - level 2 chargers	Parks Shop	\$10,000
Emergency Fire Alarm	Community Center	\$120,000
Parking Lot Slurry (+ADA)	Bob Kildee	\$117,089
Parking Lot Slurry (+ADA)	Camarillo Grove	\$110,063
BBQ Replacement	Camarillo Grove	\$30,000
Parking Lot Slurry(+ADA)	Dos Caminos	\$30,000
Parking Lot Slurry	Mel Vincent	\$27,000
Tennis Courts Resurface	Pitts Ranch	\$40,000
Parking Lot Slurry	Pitts Ranch	\$25,000
Playground Replacement	To Be Determined	\$400,000
Parking Lot Slurry All	PV Fields	\$186,000
Irrigation Pump Motor VFD Replacement	PV Fields	\$50,000
Wrought Iron Fence	Springville	\$80,000

In addition to the projects, the District will be purchasing a fleet vehicle for the Parks Department, budgeted at \$55,000 and a Capital Emergency fund of \$25,000.

FUND 20 – Assessment District

The analysis for Fund 20 is as follows:

- No changes from April 27th Budget Workshop
- Balanced budget with an excess of \$23,935
- Assessment Revenue has increased \$47,864 due to 3.0% increase in Assessment Tax

FUND 30 – Quimby Fees

Quimby Fees (Fund 30) are a fee that is received from developers in lieu of land when a parcel is subdivided and may only be used for developing new parks/recreation facilities or rehabilitating existing neighborhood or Community Park/Recreational Facilities to increase capacity. The District does not budget for Park In-Lieu Fees but does budget for interest earnings. The District budgeted \$200,000 in interest earnings, taking into consideration the balances that are in the Ventura County Pool, Pacific Western Bank, and California CLASS. This high return is expected due to the continued increase in Fed rates. While the Fed rate is expected to begin decreasing in calendar year 2024, the District expects elevated rates to last through the majority of FY 2024-2025.

The following Fund 30 projects are planned for FY 2024-2025 and all projects will be paid with Quimby Fee Funds:

Project Name	Budgeted Cost
Pickleball Sports Complex at Freedom Park	\$1,100,000
Multi-Generational Center	\$1,000,000
Freedom Park Restrooms ADA	\$500,000

Senior/Community Center Enhancements	\$355,964
Community Center/Classroom Enhancements	\$244,193

FUND 40 – Park Impact Fees

Fund 40 is a park impact fee established by the Camarillo Municipal Code that new non-subdivision residential developments and new or expanded non-residential development pay. These fees cannot be used to fund parkland acquisition nor the renovation of existing facilities unless the renovations add new service capacity.

Revenue	April 27 th Workshop	June 5 th Approval
Interest Earnings	\$65,000	\$65,000

There are no Personnel or Services and Supplies budgeted for this fund this year.

FUND 50 – Community Development Block Grant (CDBG)

Fund 50 is a three-year program that is funded by a federal grant that allows the District to partner with Food Share of Ventura County to distribute food to help fight against hunger in Ventura County. The CDBG federal funding will end on September 30, 2024.

Revenue	April 27 th Workshop	June 5 th Approval
CDBG – Food Share	\$5,634	\$5,634

Personnel	April 27 th Workshop	June 5 th Approval
Personnel	\$5,634	\$5,634

FUND 60 – Restricted Donations

Restricted Donations (Fund 60) are donations that are received with a specific project or purpose. Since these funds are accepted with these restrictions in place, they are kept in their own fund. Currently, the District only has no projects that are funded by restricted donations.

FISCAL IMPACT

Approval of the Preliminary FY 2024-2025 Budget will allow Staff to proceed with the development of the Final 2024-2025 Budgets for review and adoption at the July 3, 2024, Board meeting with a public hearing. There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the Board approve the Preliminary Fiscal Year 2024-2025 Budgets with a final approval scheduled for the July 3, 2024, Board meeting through a public hearing.

ATTACHMENT

- 1) FY 2024-2025 Preliminary Budgets Summary Sheets
 - a. Budget Overview (1 page)
 - b. Fund 10 (3 pages)
 - c. Department 000 (1 page)
 - d. Department 301 (1 page)
 - e. Department 310 (1 page)
 - f. Department 320 (1 page)
 - g. Department 370 (1 page)
 - h. Department 410 (2 pages)
 - i. Department 503 (2 pages)
 - j. Department 505 (2 pages)
 - k. Department 520 (1 page)
 - l. Fund 20 Assessment District (1 page)
 - m. Fund 30 Park Dedication Fees (1 page)
 - n. Fund 40 Park Impact Fees (1 page)
 - o. Fund 50 Community Development Block Grant (CDBG) (1 page)

FY 24-25 Budget Overview					
Fund Division	Location	Revenue + Drawdown	Expenditures	Budget Status	
10	0	\$ 9,708,626.00	\$ 1,022,105.00	\$ 8,686,521.00	
10	301	\$ 268,625.00	\$ 459,571.00	\$ (190,946.00)	
10	310	\$ 348,607.00	\$ 195,972.00	\$ 152,635.00	
10	320	\$ 323,354.00	\$ 354,997.00	\$ (31,643.00)	
10	370	\$ 27,460.00	\$ 116,538.00	\$ (89,078.00)	
10	410	\$ 583,005.00	\$ 5,523,688.00	\$ (4,940,683.00)	
10	503 Spec Events	\$ 161,425.00	\$ 256,111.06	\$ (94,686.06)	
10	503 Rec Admin	\$ 7,050.00	\$ 229,802.94	\$ (222,752.94)	
10	505	\$ 220,000.00	\$ 3,315,553.00	\$ (3,095,553.00)	
10	520	\$ 21,881.00	\$ 36,762.00	\$ (14,881.00)	
20	470	\$ 1,376,735.00	\$ 1,352,800.00	\$ 23,935.00	
30	480	\$ 3,400,157.00	\$ 3,200,157.00	\$ 200,000.00	
40	490	\$ 65,000.00	\$ -	\$ 65,000.00	
50	495	\$ 5,634.00	\$ 5,634.00	\$ -	
		\$ 16,517,559.00	\$ 16,069,691.00	\$ 447,868.00	
Fund 10 Total		\$ 11,670,033.00	\$ 11,511,100.00	\$ 158,933.00	
Fund 20 Total		\$ 1,376,735.00	\$ 1,352,800.00	\$ 23,935.00	
Fund 30 Total		\$ 3,400,157.00	\$ 3,200,157.00	\$ 200,000.00	
Fund 40 Total		\$ 65,000.00	\$ -	\$ 65,000.00	
Fund 50 Total		\$ 5,634.00	\$ 5,634.00	\$ -	

Cost Recovery Analysis FY25						
Department	Revenue	Admin Overhead	Rec Overhead	Total Expenditures	Rev-Total Expenditures	Cost Recovery %
Aquatics (301)	\$ 268,625.00	\$ 286,285.43	\$ 45,960.59	\$ 791,817.02	\$ (523,192.02)	34%
Sports (310)	\$ 348,607.00	\$ 286,285.43	\$ 45,960.59	\$ 528,218.02	\$ (179,611.02)	66%
Camps/Classes (320)	\$ 323,354.00	\$ 286,285.43	\$ 45,960.59	\$ 687,243.02	\$ (363,889.02)	47%
Senior Services (370)	\$ 27,460.00	\$ 286,285.43	\$ 45,960.59	\$ 448,784.02	\$ (421,324.02)	6%
Parks (410)	\$ 583,005.00	\$ 2,906,230.86	\$ -	\$ 8,429,918.86	\$ (7,846,913.86)	7%
Special Events (503)	\$ 161,425.00	\$ 286,285.43	\$ 45,960.59	\$ 588,357.08	\$ (426,932.08)	27%

Pleasant Valley Recreation and Park District
 FY 2024-2025 Budget
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
Revenue							
5110	Tax Apport - Cur Year Secured	\$ (7,866,658.83)	\$ (8,109,714.00)	\$ (8,877,226.00)	\$ (8,877,226.00)	\$ -	\$ -
5120	Tax Apport - Cur Year Unsec	\$ (141,753.38)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ (79,138.78)	\$ -	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport - Prior Year Unsec	\$ (7,602.24)	\$ -	\$ -	\$ -	\$ -	\$ -
5150	Tax Deeded Sales	\$ (197.85)	\$ -	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pass Thru	\$ (142,450.25)	\$ -	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ (46,921.54)	\$ -	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assessment Roll	\$ (306.40)	\$ -	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (247,844.31)	\$ (300,000.00)	\$ (270,000.00)	\$ (270,000.00)	\$ -	\$ -
5500	Assessment Revenue	\$ (433.44)	\$ -	\$ -	\$ -	\$ -	\$ -
5502	Carryover Balance	\$ -	\$ (15,000.00)	\$ (75,000.00)	\$ (75,000.00)	\$ -	\$ -
5506	Park Patrol Citations	\$ (2,873.74)	\$ (2,300.00)	\$ (2,300.00)	\$ (2,300.00)	\$ -	\$ -
5508	Bingo - Primary Revenue	\$ (21,467.55)	\$ (19,750.00)	\$ (19,750.00)	\$ (19,750.00)	\$ -	\$ -
5509	Excess Bingo Revenue	\$ (10,638.69)	\$ (1,800.00)	\$ (240.00)	\$ (240.00)	\$ -	\$ -
5510	Contract Classes-Public Fees	\$ (241,443.19)	\$ (183,357.00)	\$ (204,565.00)	\$ (204,565.00)	\$ -	\$ -
5511	Public Fees	\$ (245,021.88)	\$ (305,964.00)	\$ (364,429.00)	\$ (364,429.00)	\$ -	\$ -
5520	Public Fees-Entry Fees	\$ (48,081.00)	\$ (41,600.00)	\$ (41,600.00)	\$ (41,600.00)	\$ -	\$ -
5525	Vending Concessions	\$ (1,132.72)	\$ (1,450.00)	\$ (1,450.00)	\$ (1,450.00)	\$ -	\$ -
5530	Rental	\$ (438,171.04)	\$ (550,793.00)	\$ (690,023.00)	\$ (690,023.00)	\$ -	\$ -
5535	Cell Tower Revenue	\$ (116,433.31)	\$ (159,600.00)	\$ (166,109.00)	\$ (166,109.00)	\$ -	\$ -
5540	Parking Fees	\$ (17,311.54)	\$ (17,350.00)	\$ (10,350.00)	\$ (10,350.00)	\$ -	\$ -
5555	Advertising Revenue	\$ (13,025.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ -	\$ -
5558	Sponsorships/Donations	\$ (21,875.34)	\$ (2,500.00)	\$ (5,000.00)	\$ (5,000.00)	\$ -	\$ -
5561	Special Event	\$ (73,669.09)	\$ (125,120.00)	\$ (129,700.00)	\$ (129,700.00)	\$ -	\$ -
5563	Staffing Cost Recovery	\$ (39,905.25)	\$ (41,212.00)	\$ (65,960.00)	\$ (65,960.00)	\$ -	\$ -
5564	Special Event Permits	\$ (1,100.00)	\$ (1,100.00)	\$ -	\$ -	\$ -	\$ -
5566	Security Services - Recovery	\$ (7,341.00)	\$ (5,000.00)	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (840.80)	\$ (716.50)	\$ -	\$ -	\$ -	\$ -
5573	Grants	\$ (12,365.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5574	Rebates Recieved	\$ (202,042.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (573,931.01)	\$ (35,250.00)	\$ (53,631.00)	\$ (53,631.00)	\$ -	\$ -
5576	Restircted Donation	\$ -	\$ (5,098.00)	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ (2,682.70)	\$ (1,700.00)	\$ (1,700.00)	\$ (1,700.00)	\$ -	\$ -
5600	Reimbursement - ROPS	\$ (496,791.60)	\$ (350,000.00)	\$ (560,000.00)	\$ (560,000.00)	\$ -	\$ -
Revenue		\$ 11,121,450.47	\$ 10,282,374.50	\$ 11,545,033.00	\$ 11,545,033.00	\$ -	\$ -
Personnel							
6100	Full Time Salaries	\$ 2,715,770.88	\$ 2,804,745.00	\$ 3,035,779.00	\$ 3,035,779.00	\$ -	\$ -
6101	Overtime Salaries	\$ 20,426.06	\$ 28,035.00	\$ 28,035.00	\$ 28,035.00	\$ -	\$ -
6105	Car Allowance	\$ 11,394.38	\$ 7,600.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
6108	Cell Phone Allowance	\$ 15,595.89	\$ 15,960.00	\$ 15,960.00	\$ 15,960.00	\$ -	\$ -
6110	Part-Time Salaries	\$ 433,574.81	\$ 628,173.00	\$ 608,614.00	\$ 608,614.00	\$ -	\$ -
6120	Retirement	\$ 439,954.03	\$ 532,840.00	\$ 565,887.00	\$ 565,887.00	\$ -	\$ -
6121	457 Pension	\$ 22,822.45	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -
6125	Deferred Compensation	\$ 5,055.62	\$ 5,193.00	\$ 5,592.00	\$ 5,592.00	\$ -	\$ -
6130	Employee Insurance	\$ 342,906.07	\$ 432,616.00	\$ 487,562.00	\$ 487,562.00	\$ -	\$ -
6140	Workers Compensation	\$ 169,250.37	\$ 186,770.00	\$ 189,740.00	\$ 189,740.00	\$ -	\$ -
6150	Unemployment Insurance	\$ 1,132.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
6160	Loan - Pension Obligation	\$ 2,924.63	\$ -	\$ -	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ 858,376.00	\$ 494,762.00	\$ 582,241.00	\$ 582,241.00	\$ -	\$ -
Personnel		\$ 5,039,183.19	\$ 5,156,694.00	\$ 5,542,410.00	\$ 5,542,410.00	\$ -	\$ -
Services and Supplies							
6210	Telephone/Internet	\$ 21,881.00	\$ 21,692.00	\$ 23,720.00	\$ 23,720.00	\$ -	\$ -
6220	IT Services	\$ 57,985.28	\$ 64,298.00	\$ 72,199.00	\$ 72,199.00	\$ -	\$ -
6230	IT Hardware	\$ 62.72	\$ 2,000.00	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -
6240	Hardware/Software Services	\$ 78,119.13	\$ 73,586.00	\$ 45,854.00	\$ 45,854.00	\$ -	\$ -
6310	Pool Chemicals	\$ 4,655.18	\$ 7,250.00	\$ 7,250.00	\$ 7,250.00	\$ -	\$ -
6320	Janitorial Supplies	\$ 49,764.39	\$ 49,800.00	\$ 68,343.00	\$ 68,343.00	\$ -	\$ -
6330	Kitchen Supplies	\$ 155.14	\$ 700.00	\$ 700.00	\$ 700.00	\$ -	\$ -
6340	Food Supplies	\$ 6,985.81	\$ 6,625.00	\$ 7,545.00	\$ 7,545.00	\$ -	\$ -
6350	Water Maint & Service	\$ 721.13	\$ 900.00	\$ 908.00	\$ 908.00	\$ -	\$ -
6360	Laundry/Wash Service	\$ 137.50	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00	\$ -	\$ -
6380	Medical Supplies	\$ 766.25	\$ 1,390.00	\$ 1,390.00	\$ 1,390.00	\$ -	\$ -
6410	Insurance Liability	\$ 289,778.00	\$ 377,588.00	\$ 441,778.00	\$ 441,778.00	\$ -	\$ -

Pleasant Valley Recreation and Park District
 FY 2024-2025 Budget
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
6500	Equipment Maintenance	\$ 5,673.67	\$ 1,600.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
6510	Fuel	\$ 67,604.34	\$ 68,475.00	\$ 58,204.00	\$ 58,204.00	\$ -	\$ -
6520	Vehicle Maintenance	\$ 35,648.20	\$ 38,100.00	\$ 41,910.00	\$ 41,910.00	\$ -	\$ -
6600	Building Maintenance	\$ 24.14	\$ -	\$ -	\$ -	\$ -	\$ -
6610	Building Repair	\$ 92,374.25	\$ 67,500.00	\$ 67,750.00	\$ 67,750.00	\$ -	\$ -
6620	HVAC Maintenance/Repairs	\$ 4,972.78	\$ 8,820.00	\$ 9,128.00	\$ 9,128.00	\$ -	\$ -
6630	Playground Maintenance	\$ 21,444.48	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -
6710	Grounds Maintenance	\$ 123,042.11	\$ 101,220.00	\$ 104,760.00	\$ 104,760.00	\$ -	\$ -
6719	Tree Care	\$ 31,168.49	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
6727	Fee Schedule	\$ 13,050.00	\$ -	\$ -	\$ -	\$ -	\$ -
6730	Contracted Pest Control	\$ 3,000.00	\$ 4,020.00	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -
6740	Rubbish & Refuse	\$ 79,680.38	\$ 84,330.00	\$ 92,763.00	\$ 92,763.00	\$ -	\$ -
6750	Vandalism/Theft	\$ 845.24	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
6810	Memberships	\$ 13,890.00	\$ 16,952.00	\$ 17,052.00	\$ 17,052.00	\$ -	\$ -
6910	Office Supplies	\$ 16,594.18	\$ 33,950.00	\$ 33,950.00	\$ 33,950.00	\$ -	\$ -
6920	Postage Expense	\$ 18,662.88	\$ 18,700.00	\$ 20,200.00	\$ 20,200.00	\$ -	\$ -
6930	Advertising Expense	\$ 1,737.38	\$ 3,040.00	\$ 3,540.00	\$ 3,540.00	\$ -	\$ -
6940	Printing Charges	\$ 8,331.02	\$ 13,126.00	\$ 13,121.00	\$ 13,121.00	\$ -	\$ -
6950	Bank & Registration Fees	\$ 1,859.13	\$ 3,920.00	\$ 33,920.00	\$ 33,920.00	\$ -	\$ -
6960	Approp Redev/Collection Fees	\$ 707,869.64	\$ 684,039.00	\$ 728,891.00	\$ 728,891.00	\$ -	\$ -
6980	Minor Furn Fixture & Equip	\$ 1,854.01	\$ 25,237.00	\$ 9,437.00	\$ 9,437.00	\$ -	\$ -
7010	Fingerprint Fees (HR)	\$ 3,562.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ -	\$ -
7020	Fire & Safety Insp Fees	\$ 2,964.47	\$ 6,675.00	\$ 6,675.00	\$ 6,675.00	\$ -	\$ -
7030	Permit & Licensing Fees	\$ 7,897.68	\$ 7,300.00	\$ 9,110.00	\$ 9,110.00	\$ -	\$ -
7100	Professional Services	\$ 79,178.93	\$ 270,200.00	\$ 255,200.00	\$ 255,200.00	\$ -	\$ -
7110	Legal Services	\$ 58,109.72	\$ 90,000.00	\$ 96,000.00	\$ 96,000.00	\$ -	\$ -
7115	Typeset and Print Services	\$ 35,609.15	\$ 36,600.00	\$ 38,100.00	\$ 38,100.00	\$ -	\$ -
7120	Instructor Services	\$ 163,945.79	\$ 108,902.00	\$ 113,635.00	\$ 113,635.00	\$ -	\$ -
7125	PERS Admin Fees	\$ 1,506.53	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -	\$ -
7130	Audit Services	\$ 16,575.00	\$ 17,425.00	\$ 17,425.00	\$ 17,425.00	\$ -	\$ -
7140	Medical & Health Svcs	\$ 7,838.44	\$ 10,720.00	\$ 10,720.00	\$ 10,720.00	\$ -	\$ -
7150	Security Services	\$ 6,503.50	\$ 7,122.00	\$ 7,122.00	\$ 7,122.00	\$ -	\$ -
7160	Entertainment Services	\$ 2,422.25	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -
7180	Business Services	\$ 66,070.81	\$ 95,805.00	\$ 180,532.00	\$ 180,532.00	\$ -	\$ -
7190	Umpire/Referee Services	\$ 2,130.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -
7210	Subscriptions	\$ 620.86	\$ 2,375.00	\$ 3,017.00	\$ 3,017.00	\$ -	\$ -
7310	Rents & Leases - Equip	\$ 20,377.35	\$ 48,720.00	\$ 50,870.00	\$ 50,870.00	\$ -	\$ -
7320	Bldg/Field Leases & Rental	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ -	\$ -
7410	Division Supplies	\$ 6,292.39	\$ 30,365.00	\$ 16,660.00	\$ 16,660.00	\$ -	\$ -
7420	Program/Event Supplies	\$ 8,599.13	\$ -	\$ 19,330.00	\$ 19,330.00	\$ -	\$ -
7430	Bingo Supplies	\$ 11,191.34	\$ 4,800.00	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -
7440	Sporting Goods	\$ 5,922.41	\$ 8,400.00	\$ 11,620.00	\$ 11,620.00	\$ -	\$ -
7450	Arts and Craft Supplies	\$ 3,867.39	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ -	\$ -
7460	Training Supplies	\$ 1,052.58	\$ 3,970.00	\$ 4,770.00	\$ 4,770.00	\$ -	\$ -
7500	Small Tools	\$ 6,610.22	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
7510	Safety Supplies	\$ 4,394.56	\$ 4,415.00	\$ 4,619.00	\$ 4,619.00	\$ -	\$ -
7610	Uniform Allowance	\$ 12,149.75	\$ 15,790.00	\$ 16,465.00	\$ 16,465.00	\$ -	\$ -
7620	Safety Clothing	\$ 5,186.88	\$ 5,404.00	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -
7710	Conference&Seminar Staff	\$ 15,289.27	\$ 19,665.00	\$ 20,453.00	\$ 20,453.00	\$ -	\$ -
7715	Conference&Seminar Board	\$ 285.00	\$ 2,625.00	\$ 2,475.00	\$ 2,475.00	\$ -	\$ -
7720	Conference&Seminar Travel Exp	\$ 4,534.06	\$ 6,067.00	\$ 5,854.00	\$ 5,854.00	\$ -	\$ -
7725	Out of Town Travel Board	\$ 2,059.30	\$ 2,970.00	\$ 2,970.00	\$ 2,970.00	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 1,522.32	\$ 4,847.00	\$ 4,882.00	\$ 4,882.00	\$ -	\$ -
7750	Buses/Excursions	\$ 5,797.70	\$ 11,400.00	\$ 12,200.00	\$ 12,200.00	\$ -	\$ -
7760	Tuition/Book Reimbursement	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
7810	Utilities - Gas	\$ 66,476.42	\$ 49,133.00	\$ 49,413.00	\$ 49,413.00	\$ -	\$ -
7820	Utilities - Water	\$ 557,361.66	\$ 786,277.00	\$ 905,155.00	\$ 905,155.00	\$ -	\$ -
7830	Utilities - Electric	\$ 181,761.82	\$ 232,694.00	\$ 236,994.00	\$ 236,994.00	\$ -	\$ -
7840	Airport Assessment Exp	\$ 1,174.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -
7910	Awards and Certificates	\$ 14,047.85	\$ 18,190.00	\$ 18,730.00	\$ 18,730.00	\$ -	\$ -
7920	Meals for Staff Training	\$ 1,717.75	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
7930	Employee Morale	\$ 3,833.79	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -
7950	COP Debt - PV Fields	\$ 217,282.28	\$ 343,214.00	\$ 293,214.00	\$ 293,214.00	\$ -	\$ -
7970	Reserve Vehicle Fleet	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
7971	Reserve Computer Fleet	\$ -	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -
7973	Reserve Dry Period	\$ -	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
7975	Reserve Repair/Oper/Admin	\$ -	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -

Pleasant Valley Recreation and Park District
 FY 2024-2025 Budget
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
7976	Reserve - Compensated Absences	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
Services and Supplies		\$ 3,374,320.20	\$ 4,297,243.00	\$ 4,563,538.00	\$ 4,563,538.00	\$ -	\$ -
Capital							
8400	General Capital	\$ 316.88	\$ 25,000.00	\$ 1,350,152.00	\$ 1,350,152.00	\$ -	\$ -
8420	Equip/Facility Replacement	\$ 113,021.90	\$ 35,000.00	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -
8483	ECAA Loan-Lighting Project	\$ 37,281.01	\$ -	\$ -	\$ -	\$ -	\$ -
8496	Prop 68-Arneill Ranch Park	\$ 51,731.16	\$ -	\$ -	\$ -	\$ -	\$ -
8498	MO Tennis Court Refinish	\$ 86,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
8499	Community Center Sewer Line	\$ 32,402.81	\$ -	\$ -	\$ -	\$ -	\$ -
8500	Cam Grove Septic Tank	\$ 72,605.21	\$ -	\$ -	\$ -	\$ -	\$ -
8501	Senior Center Roof	\$ 137,711.00	\$ -	\$ -	\$ -	\$ -	\$ -
8502	Freedom Dog Park	\$ 191,758.87	\$ 3,740.74	\$ -	\$ -	\$ -	\$ -
8503	Co-Op Sewer Line	\$ 13,375.00	\$ -	\$ -	\$ -	\$ -	\$ -
8505	Valle Lindo Court Resurface	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -
8506	Epoxy Pool Deck	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
8507	Lokker Playground	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -
8508	PV Fields Irrigation Pumps	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
8509	PV Fields Sewer Lift Stations	\$ -	\$ 133,562.24	\$ -	\$ -	\$ -	\$ -
Capital		\$ 736,203.84	\$ 952,302.98	\$ 1,405,152.00	\$ 1,405,152.00	\$ -	\$ -
Expense		\$ 9,149,707.23	\$ 10,406,239.98	\$ 11,511,100.00	\$ 11,511,100.00	\$ -	\$ -
Drawdown							
1111	Designated Project Drawdown	\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -
Drawdown		\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -
Revenue Total							
Revenue Total		\$ 11,121,450.47	\$ 10,282,374.50	\$ 11,545,033.00	\$ 11,545,033.00	\$ -	\$ -
Drawdown Total							
Drawdown Total		\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -
Expense Total							
Expense Total		\$ 9,149,707.23	\$ 10,406,239.98	\$ 11,511,100.00	\$ 11,511,100.00	\$ -	\$ -
Grand Total							
Grand Total		\$ 1,971,743.24	\$ 1,134.52	\$ 158,933.00	\$ 158,933.00	\$ -	\$ -

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Administrative Services	Division: Administration	Department Number: 000
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5110-5230 Apportionment Taxes	8,109,714.00	8,877,226.00
5310 Interest Apportionment Fund	230,000.00	270,000.00
5585 Incentive Income	1,400.00	1,400.00
5600 Reimbursement ROPS	350,000.00	560,000.00
TOTAL REVENUE	8,691,114.00	9,708,626.00
6960 Apportionment Collection Fees	-	728,891.00
7950 Lease Payment- VATP	343,214.00	293,214.00
TOTAL SERVICES/ SUPPLIES	343,214.00	1,022,105.00
TOTAL REVENUE + DRAWDOWN	8,691,114.00	9,708,626.00
TOTAL EXPENDITURES	343,214.00	1,022,105.00
GRAND TOTAL	8,347,900.00	8,686,521.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Recreation Services	Division: Aquatics	Department Number: 301
Account Description	Approved Budget 2023-2024	Proposed Budget 2023-2024
5510 Public Fees - Instructor Services	24,976.00	23,651.00
5511 Public Fees - Staff Taught Courses	111,134.00	111,259.00
5520 Public Fees- Aquatics Programs	41,600.00	41,600.00
5525 Vending Concessions	800.00	800.00
5530 Rentals	31,745.00	31,745.00
5563 Staffing Cost Recovery	34,822.00	59,570.00
TOTAL REVENUE	245,077.00	268,625.00
6100 Regular Salaries	72,001.00	69,891.00
6108 Cell Phone	390.00	390.00
6110 Part Time Salaries	250,414.00	258,066.00
6120 Retirement	32,627.00	33,082.00
6130 Employee Insurance	14,873.00	11,582.00
6140 Workers Compensation	4,482.00	3,903.00
TOTAL PERSONNEL	374,787.00	376,914.00
6310 Pool Supplies	7,250.00	7,250.00
6500 Equipment Maintenance	1,600.00	4,000.00
6810 Memberships & Dues	200.00	200.00
6910 Office Supplies	640.00	640.00
7030 Business Permit & Licence Fee	500.00	500.00
7115 Typsetting & Printing Services	600.00	600.00
7120 Instructor Services	16,234.00	15,373.00
7410 Division Supplies	2,000.00	2,150.00
7460 Training Supplies	1,100.00	1,900.00
7510 Safety Supplies	1,810.00	1,810.00
7610 Uniform Allowance	2,040.00	2,040.00
7810 Utilities - Gas	42,144.00	42,144.00
7910 Awards & Certificates	4,050.00	4,050.00
TOTAL SERVICES/ SUPPLIES	80,168.00	82,657.00
TOTAL REVENUE + DRAWDOWN	245,077.00	268,625.00
TOTAL EXPENDITURES	454,955.00	459,571.00
GRAND TOTAL	(209,878.00)	(190,946.00)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

2024-2025 ANNUAL BUDGET

Account Summary

Department: Recreation Services	Division: Sports	Department Number: 310
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5511 Public Fees - Sport Leagues	67,685.00	73,685.00
5530 Rentals	259,492.00	271,562.00
5563 Staffing Cost Recovery	3,360.00	3,360.00
TOTAL REVENUE	330,537.00	348,607.00
6100 Regular Salaries	68,680.00	69,891.00
6108 Cell Phone	390.00	390.00
6110 Part Time Salaries	23,972.00	26,439.00
6120 Retirement	12,392.00	12,900.00
6130 Employee Insurance	14,603.00	11,607.00
6140 Workers Compensation	1,288.00	1,146.00
TOTAL PERSONNEL	121,325.00	122,373.00
6380 Medical Supplies	600.00	600.00
6810 Memberships & Dues	75.00	75.00
7180 Business Services	1,500.00	1,500.00
7190 Umpire/Referee Services	1,700.00	1,700.00
7310 Rents & Leases - Equip	9,120.00	9,120.00
7410 Division Supplies	50.00	50.00
7440 Sporting Goods	5,100.00	7,120.00
7830 Utilities - Electricity	42,094.00	42,094.00
7910 Awards & Certificates	11,100.00	11,340.00
TOTAL SERVICES/ SUPPLIES	71,339.00	73,599.00
TOTAL REVENUE + DRAWDOWN	330,537.00	348,607.00
TOTAL EXPENDITURES	192,664.00	195,972.00
GRAND TOTAL	137,873.00	152,635.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET**

Account Summary

Department: Recreation Services	Division: Camps/Classes	Department Number: 320
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5510 Public Fees - Instructor Services	154,881.00	177,414.00
5511 Public Fees - Camps & Classes	93,600.00	145,940.00
TOTAL REVENUE	248,481.00	323,354.00
6100 Regular Salaries	80,077.00	92,517.00
6108 Cell Phone	780.00	260.00
6110 Part Time Salaries	81,865.00	98,978.00
6120 Retirement	18,427.00	18,793.00
6130 Employee Insurance	16,147.00	14,663.00
6140 Workers Compensation	2,251.00	2,279.00
TOTAL PERSONNEL	199,547.00	227,490.00
6340 Food Supplies	1,125.00	1,125.00
6380 Medical Supplies	790.00	790.00
7120 Instructor Services	90,868.00	95,087.00
7180 Business Services	8,640.00	8,640.00
7410 Division Supplies	9,010.00	10,510.00
7440 Sporting Goods	500.00	1,500.00
7450 Arts & Crafts Supplies	1,575.00	1,575.00
7610 Uniform Allowance	900.00	1,080.00
7750 Excursions & Camp Trips	6,400.00	7,200.00
TOTAL SERVICES/ SUPPLIES	119,808.00	127,507.00
TOTAL REVENUE + DRAWDOWN	248,481.00	323,354.00
TOTAL EXPENDITURES	319,355.00	354,997.00
GRAND TOTAL	(70,874.00)	(31,643.00)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Recreation Services	Division: Senior Services	Department Number: 370
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5508 Bingo	19,750.00	19,750.00
5509 Bingo Excess	1,800.00	240.00
5511 Public Fees - Senior Services Programming	6,820.00	6,820.00
5525 Vending Concessions	650.00	650.00
TOTAL REVENUE	29,020.00	27,460.00
6100 Regular Salaries	54,970.00	52,393.00
6108 Cell Phone	-	260.00
6110 Part Time Salaries	31,500.00	32,600.00
6120 Retirement	10,641.00	8,624.00
6130 Employee Insurance	8,624.00	7,230.00
6140 Workers Compensation	1,202.00	1,011.00
TOTAL PERSONNEL	106,937.00	102,118.00
6330 Kitchen Supplies	600.00	600.00
6340 Food Supplies	1,900.00	2,820.00
6980 Minor Office Equip. F F & E	100.00	300.00
7430 Bingo Supplies	4,800.00	5,400.00
7510 Safety Supplies	300.00	300.00
7750 Excursions & Camp Trips	5,000.00	5,000.00
TOTAL SERVICES/ SUPPLIES	12,700.00	14,420.00
TOTAL REVENUE + DRAWDOWN	29,020.00	27,460.00
TOTAL EXPENDITURES	119,637.00	116,538.00
GRAND TOTAL	(90,617.00)	(89,078.00)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Parks	Division: Parks Summary	Department Number: 410
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5506 Citations	2,300.00	2,300.00
5530 Rentals	259,556.00	386,716.00
5535 Cell Tower	159,600.00	166,109.00
5540 Parking Fees	10,350.00	10,350.00
5563 Staffing Cost Recovery	1,980.00	1,980.00
5575 Other Misc. Income	15,250.00	15,250.00
5585 Incentive Income	300.00	300.00
TOTAL REVENUE	449,336.00	583,005.00
6100 Regular Salaries	1,406,878.00	1,538,159.00
6101 Overtime Wages	24,285.00	24,285.00
6105 Car Allowance	1,600.00	-
6108 Cell Phone	9,720.00	9,720.00
6110 Part Time Salaries	147,121.00	99,060.00
6120 Retirement	265,744.00	283,733.00
6130 Employee Insurance	236,435.00	296,800.00
6140 Workers Compensation	169,002.00	173,408.00
TOTAL PERSONNEL	2,260,785.00	2,425,165.00
6210 Telephone	3,480.00	3,480.00
6320 Janitorial Supplies	49,800.00	68,343.00
6350 Water Maintenance Service	480.00	480.00
6360 Laundry/Wash Services	180.00	180.00
6510 Fuel	68,475.00	58,204.00
6520 Vehicle Maint/Repair	38,100.00	41,910.00
6610 Building Repair	67,500.00	67,750.00
6620 HVAC Maint/Repair	8,820.00	9,128.00
6630 Playground Maintenance	35,000.00	35,000.00
6710 Grounds Maint.	101,220.00	104,760.00
6719 Tree Care	30,000.00	-
6730 Contracted Pest Control	4,020.00	7,200.00
6740 Rubbish & Refuse	84,330.00	92,763.00
6750 Vandalism/Theft	1,000.00	1,500.00
6810 Memberships & Dues	400.00	500.00
6940 Copy Machine Charges	950.00	480.00
6980 Minor Equip. F F & E	7,000.00	7,000.00
7020 Fire Inspection Fees	3,175.00	3,175.00
7030 Business Permit & License Fee	1,800.00	3,600.00
7150 Security Services	3,000.00	3,000.00
7180 Business Services	30,100.00	13,300.00
7210 Publication & Subscriptions	120.00	150.00
7310 Rents & Leases - Equip	12,000.00	12,000.00
7440 Sporting Goods	2,800.00	3,000.00
7500 Small Tools	6,000.00	6,000.00
7510 Safety Supplies	550.00	754.00
7610 Uniform Allowance	8,500.00	10,545.00
7620 Safety Clothing & Supplies	5,404.00	5,400.00

PLEASANT VALLEY RECREATION AND PARK DISTRICT

2024-2025 ANNUAL BUDGET

Account Summary

Department: Parks	Division: Parks Summary	Department Number: 410
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
7710 Conference & Seminars	5,450.00	7,695.00
7720 Out-of-town Travel	250.00	250.00
7760 Tuition/Book Reimbursement	4,000.00	4,000.00
7810 Utilities - Gas	6,989.00	7,269.00
7820 Utilities - Water	786,277.00	905,155.00
7830 Utilities - Electricity	190,600.00	194,900.00
7840 Airport Assessment	14,000.00	14,000.00
7920 Meals & Entertainment	500.00	500.00
TOTAL SERVICES/ SUPPLIES	1,582,270.00	1,693,371.00
8400 Capital Outlay	780,000.00	1,350,152.00
8420 Equip/Facility Replacement	35,000.00	55,000.00
TOTAL CAPITAL EXPENSES	815,000.00	1,405,152.00
TOTAL REVENUE + DRAWDOWN	449,336.00	583,005.00
TOTAL EXPENDITURES	4,658,055.00	5,523,688.00
GRAND TOTAL	(4,208,719.00)	(4,940,683.00)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary

Department: Recreation Services	Division: Rec Admin/Marketing/Special Events	Department Number: 503
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5511 Public Fees	26,725.00	26,725.00
5555 Activity Guide & Marquee	6,000.00	6,000.00
5558 Sponsorships/Donations	2,500.00	5,000.00
5561 Special Event	125,120.00	129,700.00
5563 Staffing Cost Recovery	1,050.00	1,050.00
TOTAL REVENUE	161,395.00	168,475.00
6100 Regular Salaries	170,611.00	182,566.00
6101 Overtime Wages	1,250.00	1,250.00
6108 Cell Phone	780.00	1,040.00
6110 Part Time Salaries	30,315.00	28,172.00
6120 Retirement	30,291.00	30,569.00
6130 Employee Insurance	36,921.00	30,354.00
6140 Workers Compensation	2,793.00	2,508.00
TOTAL PERSONNEL	272,961.00	276,459.00
6330 Kitchen Supplies	100.00	100.00
6340 Food Supplies	3,600.00	3,600.00
6360 Laundry/Wash Services	940.00	940.00
6910 Office Supplies	12,310.00	12,310.00
6920 Postage/Freight/Mail Expense	16,900.00	18,400.00
6930 Advertising Expense	-	500.00
7020 Fire Inspection Fees	3,500.00	3,500.00
7030 Business Permit & License Fee	4,500.00	4,510.00
7100 Professional Services	54,700.00	54,700.00
7115 Typesetting & Printing Services	36,000.00	37,500.00
7140 Medical & Health Services	4,800.00	4,800.00
7150 Security Services	1,375.00	1,375.00
7160 Entertainment Services	3,300.00	3,300.00
7180 Business Services	6,200.00	6,120.00
7310 Rents & Leases - Equip	26,400.00	26,400.00
7320 Bidg./Field Leases & Rental	60.00	60.00
7410 Division Supplies	17,780.00	19,280.00
7460 Training Supplies	1,800.00	1,800.00
7610 Uniform Allowance	3,750.00	1,950.00
7710 Conference & Seminars	2,584.00	1,600.00
7720 Out-of-town Travel	1,970.00	210.00
7730 Private Vehicle Mileage	3,900.00	3,900.00
7910 Awards & Certificates	2,300.00	2,600.00
TOTAL SERVICES/ SUPPLIES	208,769.00	209,455.00
TOTAL EXPENDITURES	481,730.00	485,914.00
Total Recreation Admin Revenue	7,050.00	7,050.00
Total Recreation Admin Expenditures	221,875.35	229,802.94

PLEASANT VALLEY RECREATION AND PARK DISTRICT

2024-2025 ANNUAL BUDGET

Account Summary

Department: Recreation Services	Division: Rec Admin/Marketing/Special Events	Department Number: 503
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
Total Recreation Admin Grand Total	(214,825.35)	(222,752.94)
Total Special Events Revenue	154,345.00	161,425.00
Total Special Events Expenditures	259,854.65	256,111.06
Total Special Events Grand Total	(105,509.65)	(94,686.06)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Administration	Division: Administration	Department Number: 505
Account Description	Adopted Budget 2023-2024	Proposed Budget 2024-2025
5502 Carryover Balance	15,000.00	75,000.00
5575 Other Misc. Income	20,000.00	20,000.00
1111 Designated Project Drawdown	125,000.00	125,000.00
TOTAL REVENUE + DRAWDOWN	160,000.00	220,000.00
6100 Regular Salaries	946,666.00	1,025,707.00
6101 Overtime Wages	2,500.00	2,500.00
6105 Car Allowance	6,000.00	6,000.00
6108 Cell Phone	3,900.00	3,900.00
6110 Part Time Salaries	47,866.00	49,602.00
6120 Retirement	161,753.00	176,263.00
6121 457 PT Pension	7,000.00	7,000.00
6125 Deferred Compensation	5,193.00	5,592.00
6130 Employee Insurance	104,125.00	113,683.00
6140 Workers Compensation	5,315.00	5,243.00
6150 Unemployment Insurance	10,000.00	10,000.00
6170 PERS Unfunded Liability	494,762.00	582,241.00
TOTAL PERSONNEL	1,795,080.00	1,987,731.00
6210 Internet/Telephone	18,212.00	20,240.00
6220 IT Services	64,298.00	72,199.00
6230 IT Hardware	2,000.00	7,200.00
6240 Software Services	73,586.00	45,854.00
6350 Water Maintenance Service	420.00	428.00
6410 Liability/Property Insurance	347,734.00	441,778.00
6810 Memberships & Dues	16,277.00	16,277.00
6910 Office Supplies	21,000.00	21,000.00
6920 Postage/Freight/Mail Expense	1,800.00	1,800.00
6930 Advertising Expense	3,040.00	3,040.00
6940 Copy Machine Charges	12,176.00	12,641.00
6950 Bank/Smart Rec Charges	3,920.00	33,920.00
6960 Apportionment Collection Fees	684,039.00	-
6980 Minor Office Equip. F F & E	18,137.00	2,137.00
7010 Fingerprint Fees	3,360.00	3,360.00
7100 Professional Services	215,500.00	200,500.00
7110 Legal Fees	90,000.00	96,000.00
7125 Administration Fees	2,200.00	2,200.00
7130 Audit Services	17,425.00	17,425.00
7140 Medical & Health Services	5,920.00	5,920.00
7150 Security Services	2,747.00	2,747.00
7180 Business Services	48,865.00	150,472.00
7210 Publication & Subscriptions	2,255.00	2,867.00
7460 Training Supplies	1,070.00	1,070.00
7510 Safety Supplies	1,755.00	1,755.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Administration	Division: Administration	Department Number: 505
Account Description	Adopted Budget 2023-2024	Proposed Budget 2024-2025
7610 Uniform Allowance	600.00	850.00
7710 Conference & Seminars	11,631.00	11,158.00
7715 Conference & Seminars - Board	2,625.00	2,475.00
7720 Out-of-town Travel Staff	3,847.00	5,394.00
7725 Out -of-town Travel Board	2,970.00	2,970.00
7730 Private Vehicle Mileage	870.00	905.00
7910 Awards & Certificates	740.00	740.00
7920 Meals & Entertainment	3,000.00	3,000.00
7930 Employee Morale	5,500.00	5,500.00
7970 Reserve - Vehicle Fleet	15,000.00	-
7971 Reserve - Computer Fleet	8,000.00	7,000.00
7973 Reserve - Dry Period	5,000.00	50,000.00
7975 Reserve - Repair/Operations/Admin	100,000.00	50,000.00
7976 Reserve - Compensated Absences	25,000.00	25,000.00
TOTAL SERVICES/ SUPPLIES	1,842,519.00	1,327,822.00
TOTAL REVENUE + DRAWDOWN	160,000.00	-
TOTAL EXPENDITURES	3,637,599.00	3,315,553.00
GRAND TOTAL	(3,477,599.00)	(3,315,553.00)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2024-2025 ANNUAL BUDGET
Account Summary**

Department: Administration	Division: Grants	Department Number: 520
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5510 Public Fees	3,500.00	3,500.00
5575 Other Misc. Income	-	18,381.00
TOTAL REVENUE	3,500.00	21,881.00
6100 Regular Salaries	4,862.00	4,655.00
6108 Cell Phone	-	-
6110 Part Time Salaries	15,120.00	15,697.00
6120 Retirement	965.00	1,923.00
6130 Employee Insurance	888.00	1,643.00
6140 Workers Compensation	437.00	242.00
TOTAL PERSONNEL	22,272.00	24,160.00
7030 Business Permit & License Fee	500.00	500.00
7120 Instructor Services	1,800.00	3,175.00
7160 Entertainment Services	1,000.00	1,000.00
7180 Business Services	500.00	500.00
7310 Rents & Leases - Equip	1,200.00	3,350.00
7410 Division Supplies	1,525.00	4,000.00
7730 Private Vehicle Mileage	77.00	77.00
TOTAL SERVICES/ SUPPLIES	6,602.00	12,602.00
TOTAL REVENUE + DRAWDOWN	3,500.00	21,881.00
TOTAL EXPENDITURES	28,874.00	36,762.00
GRAND TOTAL	(25,374.00)	(14,881.00)

Pleasant Valley Recreation and Park District
 FY 2024-2025 Budget
 Fund 20 Assessment

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
Revenue							
5310	Interest Earnings	\$ (29,628.77)	\$ (20,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -	\$ -
5500	Assessment Revenue	\$ (1,264,880.91)	\$ (1,293,871.00)	\$ (1,341,735.00)	\$ (1,341,735.00)	\$ -	\$ -
Revenue		\$ 1,294,509.68	\$ 1,313,871.00	\$ 1,376,735.00	\$ 1,376,735.00	\$ -	\$ -
Personnel							
6100	Full Time Salaries	\$ 59,570.48	\$ 50,780.14	\$ -	\$ -	\$ -	\$ -
6101	Overtime Salaries	\$ 10.32	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 187.11	\$ 132.93	\$ -	\$ -	\$ -	\$ -
6110	Part-Time Salaries	\$ 506.24	\$ 3,749.34	\$ -	\$ -	\$ -	\$ -
6120	Retirement	\$ 10,119.34	\$ 9,932.61	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 12,815.59	\$ 10,870.97	\$ -	\$ -	\$ -	\$ -
6140	Workers Compensation	\$ 6,246.27	\$ 6,053.26	\$ -	\$ -	\$ -	\$ -
Personnel		\$ 89,455.35	\$ 81,519.25	\$ -	\$ -	\$ -	\$ -
Services and Supplies							
6610	Building Repair	\$ -	\$ 1,520.00	\$ -	\$ -	\$ -	\$ -
6709	Incidental Costs - Assess	\$ 18,522.28	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00	\$ -	\$ -
6710	Grounds Maintenance	\$ 16,384.26	\$ 116,050.85	\$ 78,293.00	\$ 78,293.00	\$ -	\$ -
6719	Tree Care	\$ 87,823.07	\$ 90,000.00	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -
6720	Contracted LS Services	\$ 440,502.52	\$ 535,641.00	\$ 610,938.00	\$ 610,938.00	\$ -	\$ -
6722	Park Amenities - Assess	\$ 33,793.42	\$ 34,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -
6740	Rubbish & Refuse	\$ -	\$ 947.39	\$ -	\$ -	\$ -	\$ -
6950	Bank & Registration Fees	\$ -	\$ 70.00	\$ 70.00	\$ 70.00	\$ -	\$ -
6960	Approp Redev/Collection Fees	\$ 5,648.55	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
7310	Rents & Leases - Equip	\$ -	\$ 846.65	\$ -	\$ -	\$ -	\$ -
7950	COP Debt - PV Fields	\$ 533,756.09	\$ 408,780.00	\$ 460,555.00	\$ 460,555.00	\$ -	\$ -
Services and Supplies		\$ 1,136,430.19	\$ 1,210,799.89	\$ 1,352,800.00	\$ 1,352,800.00	\$ -	\$ -
Expense		\$ 1,225,885.54	\$ 1,292,319.14	\$ 1,352,800.00	\$ 1,352,800.00	\$ -	\$ -
Revenue Total		\$ 1,294,509.68	\$ 1,313,871.00	\$ 1,376,735.00	\$ 1,376,735.00	\$ -	\$ -
Expense Total		\$ 1,225,885.54	\$ 1,292,319.14	\$ 1,352,800.00	\$ 1,352,800.00	\$ -	\$ -
Grand Total		\$ 68,624.14	\$ 21,551.86	\$ 23,935.00	\$ 23,935.00	\$ -	\$ -

Pleasant Valley Recreation and Park District
FY 2024-2025 Budget
Fund 30 Quimby

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
Revenue							
	5310 Interest Earnings	\$ (99,853.41)	\$ (120,000.00)	\$ (200,000.00)	\$ (200,000.00)	\$ -	\$ -
	5400 Park DedicationFees	\$ (3,779,680.45)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ 3,879,533.86	\$ 120,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -
Services and Supplies							
	6950 Bank & Registration Fees	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -
Capital							
	8400 General Capital	\$ -	\$ 621,769.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
	8464 Arneill Ranch Park Renovation	\$ 13,520.66	\$ -	\$ -	\$ -	\$ -	\$ -
	8493 Pickleball Sports Complex	\$ 130,827.61	\$ 1,300,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ -	\$ -
	8504 Multi-Generation Center	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -
Capital		\$ 144,348.27	\$ 2,921,769.00	\$ 3,200,157.00	\$ 3,200,157.00	\$ -	\$ -
Expense		\$ 144,358.27	\$ 2,921,769.00	\$ 3,200,157.00	\$ 3,200,157.00	\$ -	\$ -
Drawdown							
	1105 Cash-Quimby Drawdown	\$ -	\$ -	\$ 1,200,157.00	\$ 1,200,157.00	\$ -	\$ -
	1205 VC Pool Quimby Drawdown	\$ -	\$ 2,801,769.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -
Drawdown		\$ -	\$ 2,801,769.00	\$ 3,200,157.00	\$ 3,200,157.00	\$ -	\$ -
Revenue Total		\$ 3,879,533.86	\$ 120,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -
Drawdown Total		\$ -	\$ 2,801,769.00	\$ 3,200,157.00	\$ 3,200,157.00	\$ -	\$ -
Expense Total		\$ 144,358.27	\$ 2,921,769.00	\$ 3,200,157.00	\$ 3,200,157.00	\$ -	\$ -
Grand Total		\$ 3,735,175.59	\$ -	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -

Pleasant Valley Recreation and Park District
 FY 2024-2025 Budget
 Fund 40 Park Impact Fees

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
Revenue							
	5310 Interest Earnings	\$ (5,998.78)	\$ (8,000.00)	\$ (65,000.00)	\$ (65,000.00)	\$ -	\$ -
	5450 Park Impact Fees	\$ (49,071.12)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ 55,069.90	\$ 8,000.00	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -
Revenue Total		\$ 55,069.90	\$ 8,000.00	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -

Pleasant Valley Recreation and Park District
 FY 2024-2025 Budget
 Fund 50 CDBG

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
Revenue							
	5577 CDBG - Food Share	\$ (55,390.52)	\$ (40,760.00)	\$ (5,634.00)	\$ (5,634.00)	\$ -	\$ -
Revenue		\$ 55,390.52	\$ 40,760.00	\$ 5,634.00	\$ 5,634.00	\$ -	\$ -
Personnel							
	6100 Full Time Salaries	\$ 609.53	\$ 17,413.00	\$ 2,767.00	\$ 2,767.00	\$ -	\$ -
	6110 Part-Time Salaries	\$ 36,051.83	\$ 10,360.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -
	6120 Retirement	\$ 3,809.11	\$ 2,606.00	\$ 395.00	\$ 395.00	\$ -	\$ -
	6130 Employee Insurance	\$ -	\$ 336.00	\$ -	\$ -	\$ -	\$ -
	6140 Workers Compensation	\$ -	\$ 489.00	\$ 72.00	\$ 72.00	\$ -	\$ -
Personnel		\$ 40,470.47	\$ 31,204.00	\$ 5,634.00	\$ 5,634.00	\$ -	\$ -
Services and Supplies							
	7410 Division Supplies	\$ 5,764.81	\$ 9,556.00	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 5,764.81	\$ 9,556.00	\$ -	\$ -	\$ -	\$ -
Capital							
	8400 General Capital	\$ 9,155.37	\$ -	\$ -	\$ -	\$ -	\$ -
Capital		\$ 9,155.37	\$ -	\$ -	\$ -	\$ -	\$ -
Expense		\$ 55,390.65	\$ 40,760.00	\$ 5,634.00	\$ 5,634.00	\$ -	\$ -
Revenue Total		\$ 55,390.52	\$ 40,760.00	\$ 5,634.00	\$ 5,634.00	\$ -	\$ -
Expense Total		\$ 55,390.65	\$ 40,760.00	\$ 5,634.00	\$ 5,634.00	\$ -	\$ -

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Elianna Vargas, Recreation Supervisor

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 769 ADOPTING THE SPECIAL EVENT POLICY**

BACKGROUND

The Pleasant Valley Recreation & Park District (“District”) develops and manages internal and contracted special events as well as conventional rentals. Currently, Staff relies on existing processes to reserve, manage, and report on internal and external special events. The District adopted Resolution No.721 which implemented the Special Event Policy (“Policy”) in 2022 to streamline the distinction between special external events and conventional facility rentals. Over the past eighteen (18) months, the Policy has served as a foundational tool for Staff to prioritize and manage the use of District facilities and services.

Aiming to facilitate community special events while also accommodating conventional facility rentals, the Policy was established to handle the District’s rising demand for facilities and services. Staff have modernized and improved internal processes in order to effectively discern a special event from a conventional rental, and have continued to amend the Policy in conjunction with necessary changes.

Currently, the Policy provides guidelines to designate the difference between a special external event facility reservation and a conventional facility reservation. Staff continue to be consistent in following the Policy.

Examples of special external events that have been permitted under the existing Policy: 5k/10k/fun runs, food truck festivals, seasonal holiday events, community art festivals, age/demographic-specific events, summer concerts, community rummage sales, outdoor movie events, and commercial filming.

ANALYSIS

One of the primary reasons for considering revisions to the Policy is to enhance the efficiency and effectiveness of the event approval process. The Special Event Policy has successfully designated numerous events as special external events based on their alignment with the requirements of the defined elements. While the current Policy has provided guidelines for distinguishing between special external events and conventional rentals, Staff have encountered challenges. The delineation process has proven particularly problematic when confronted with certain parameters, such as an attendance of over 300 or a rental spanning two days. These benchmarks, while

intended to provide clarity, have instead exacerbated this issue, particularly in facilities with larger capacities. This current classification of extended rentals as special external events worsens this issue, necessitating a nuanced approach to classification and categorization with the Policy framework to assist our constituents.

In response to these challenges, after careful evaluation of workflow and the ability of events to navigate the required processes in a timely manner, Staff has recognized the need to revisit and amend the Policy. As the District continues to see a diverse range of events seeking permits, it is essential to ensure that the Policy remains adaptable to accommodate the evolving needs of the community. Balancing this adaptability and flexibility with clarity and consistency presents a complex yet essential task in the ongoing refinement of the Policy application.

In response to these challenges, District Staff has drafted a revised Special Events Policy for review. This revision includes updates to the Special Event Designation Checklist, which details the elements of a permit application and determines whether a request qualifies as a Special External Event or requires Board approval. The revisions aim to clarify and refine the criteria for designating events, ensuring that the Special Event Policy accurately distinguishes between special external events and conventional facility rentals.

Significant updates have been made to the Policy in several key areas:

- Events necessitating Board approval now require submission a minimum of 120 days in advance, extending the previous timeline from 90 days.
- The qualifications for Special Events have been revised to include factors such as road closures, use of fencing or barricades, equipment rentals, vendor types with a heightened potential for damage, and overall attendance exceeding facility capacity throughout the event duration. This also applies when an External Entity Permit (e.g., City, County, Fire Permits) is mandated.
- Permit Applications requiring Board Approval now encompass scenarios where application submission must occur 120 days prior to the event, where facility space is utilized for purposes other than intended, where a Ventura County Fire Department permit is necessary, and where there is an elevated risk of facility or turf damage due to event specifications, attendance levels, or the nature of the activity. The External Special Events Reservations Process and associated Fees have been streamlined and clarified to enhance customer comprehension.

FISCAL IMPACT

To be determined. Currently, Staff is spending a considerable amount of time on Special External Events After Action Reports, as well as individual meetings, and other paperwork.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals:

- 1.1.B: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and ongoing operations.
- 1.3.C: Proactively encourage and promote the film industry rental of District-owned property, work with the City of Camarillo and the County of Ventura to revise and streamline the permitting process to facilitate such filming.

- 1.3.D: Explore the feasibility of promoting and encouraging District properties and facilities to serve as a suitable venue for weddings, commitment ceremonies, and related events.
- 1.3.E: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events and programs.

RECOMMENDATION

It is recommended the Board of Directors approve Resolution No. 769, adopting revisions to the Special Event Policy.

ATTACHMENTS

- 1) Special Event Policy DRAFT – Redline (10)
- 2) Special Event Policy DRAFT – Cleanline (6 pages)
- 3) Resolution No. 769 – Special Event Policy Revisions (2 pages)



PLEASANT VALLEY RECREATION & PARK DISTRICT

SPECIAL EVENT POLICY

BOARD APPROVED OCTOBER 5, 2022

Introduction

The Pleasant Valley Recreation & Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational ~~activities~~activities, and programs. ~~The A Special Events Policy will outline the necessary steps to effectively hold a special event on District property.~~ The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and District facilities per the General Use Policy.

The District will monitor proper use of allocations and permits with priority given in the following order: District Programming, Community Service Organizations, resident organizations, in-District residents, and all other requests.

Commented [KR1]: Are Non-Profits given priority over other residents or would these all just be included in all other requests?

~~This policy does not outline the process for designation as a Community Service Organization. For information on this process, please refer to the Community Service Organizations Application Form.~~

Commented [MO2]: Do we need this statement?

~~Requests for special event rentals involving District facilities not covered by the Special Events Policy, Field and Facility Allocation and Use Process, Ordinance 8, or the General Use Policy should be addressed in writing to the District.~~ This policy also does not cover ~~use~~the use of facilities for sports tournaments or filming.

Purpose

The purpose of this policy is to differentiate special events from facility rentals and to outline all requirements associated, including items requiring board approval.

~~The purpose of this policy is to help determine if requests are a facility reservation or a special event, and what items must be Board approved.~~ Prior to reserving District property for an event, District staff

~~should first will~~ review the Special Events Policy and refer to the Special Event Designation (~~Attachment 1) Checklist~~ to determine if ~~the requests is a~~ special events or a facility reservations. -Once a ~~reservation request is deemed to be a~~ Special Event is determined, Staff and the Customer will follow the process outlined in : External Special Events Reservation Process. ~~on page 5 below.~~

Commented [EV3]: I am hesitant to insert reservation as it is not a reservation- it would be a permit application that is being dictated as a reservation or a special event

Definition of Terms

After-Action Report (AAR) – shall refer to a post-event report completed by District staff with the intent of recapping the important notes of event production.

Community Service Organizations – shall mean a youth organization that performs a service for the benefit of the public, is sponsored and approved by the Pleasant Valley Recreation & Park District Board, and the organization resides within the District boundaries. These activities are not part of the District programs/classes.

Customer – shall refer to any individual or entity that seeks to pay or has paid for a facility permit within one of the District facilities.

Customer Service Representative (CSR) – shall refer to District staff who serve as the first line of customer interaction and who handle the majority of facility reservations with the District.

District – shall mean the Pleasant Valley Recreation & Park District and/or all land/facilities managed by the Pleasant Valley Recreation & Park District.

Commented [KR4]: Not in latest Ordinance No. 8; is that OK?

~~District Facility – shall include any of the parks operated by the District and any buildings/structures or elements that lie within them.~~

~~District Staff – shall refer to any District employee currently employed by the District.~~

General Use Policy – shall mean the procedures used in application of District property.

In-District Resident – shall mean any person, group, organization, association, partnership, firm, entity, or corporation residing within the boundaries of the District.

Commented [KR5]: Again, do we want to be matching the definitions as listed in Ordinance No. 8?

~~District Facility – shall include any of the parks operated by the District and any buildings/structures or elements that lie within them.~~

Ordinance 8 – shall mean the provisions and rules governing the Pleasant Valley Recreation & Park District, to include the use of parks, recreation areas, and facilities in order that all people may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

Out-of-District/Non-Resident – shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District’s boundaries.

~~Probationary Period - needs to be defined...and what are considered major changes and would cause staffing requirements. shall include the first year of a new special external event: major changes include but are not limited to changes in the event contexts, requiring further staff review~~

Program Analysis – shall refer to the financial analysis evaluation tool used by District staff to track expenses and revenues for an event in relation to their budgeted line items (if applicable).

Resident Organization – shall mean public and private educational, ~~services~~service, and civic groups and nonprofit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

Special Event – an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions. Special Event status is determined by ~~D~~district staff based on qualifications.

~~Special Event Manager (SEM) – shall mean the District staff members in charge of handling the proper execution of the permit from initial phone call to after action report and thank you card.~~

Special Event Designation

~~Reservation requests that are designated as a special event must complete a permit application and adhere to the District’s Special External Events Reservation Process. The below checklist will be used to determine the request’s designation.~~

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

A special event is a public or private event, that may include the uses of streets, sidewalks, alleys, parking areas, parks or facilities beyond the normal pattern of use, exceeding overall facility capacity with more than 300 people and/or has four or more Event Context elements, or requires an external entity application or permit, and/or requires ~~an event manager or site representative services~~District staffing. Examples of special events include, but are not limited to festivals, parades, and concerts. ~~Additionally,~~ aAny event containing an element that requires Board approval is automatically designated as a special event and must be submitted a ~~minimum of 120~~90 days in advance of ~~proposed~~the proposed event.

Special Event Qualifications Checklist:

Attendance Level

~~1-300~~

300+ (automatic special event designation)

Commented [KR6]: Fact?

Commented [EV7]: Seems a bit excessive to list all possible areas. Especially since we do not cover the streets.

Commented [EV8]: I think it may potentially cause some issues when we start listing out everything.

Commented [EV9]: I do not want to call it a checklist, because when I think checklist, I think items that I have to check off. In this case, they are not responsible to check all of these. If that makes sense

~~500+ Board approval required~~

Event Type

~~Private~~

~~Ticketed/ Charged admission board approval required~~

~~Admission requires a reservation~~

~~Public (automatic special event designation)~~

Event Context

~~Closure of roads, use of public streets, transportation planning, extra parking, and/or Parking lot usage for something other than parking (automatic special event designation)~~

~~May require additional external agency permit(s) City of Camarillo Special Event Application~~

~~Erection of fencing, tents, stages, barricades, booths, or other structures Location~~

~~More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)~~

~~Use of facility space for something other than intended use~~

~~Use of sports field for anything other than playing sports Board approval required~~

~~Potential Facility/Turf Damage due to attendance level or type of activity Board approval required~~

~~More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, etc.)~~

~~Type of vendor is an Presence of large scale sand/~~

~~or Use of any equipment, rental, or vendor type with an increased causing potential to cause damage~~

~~Examples include but are not limited to: amusement rides, large scale carnival games, and or petting zoos~~

~~Access to electricity required~~

~~Overall attendance that will exceed the facility capacity throughout duration of the event.~~

~~Amplified sound (specific locations only)~~

~~Security guards are required if:~~

Alcohol is present ~~at (one (1) security guard per fifty (50) guests)~~

~~If alcohol is being sold, an ABC license is required~~

~~Security guards required Anytime an External Entity Permit is required. (automatic special event designation)~~

~~Examples include but are not limited to: City Permit for city street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans~~

Commented [KR10]: Sorry, but I never understood the choice for this label. Maybe it is just me.

Commented [NL11]: Consider moving Staffing section to the procedural portion for special events rather than qualifications.

Automatic Permit Applications Requests Requiring Board Approval. (*Must be submitted a minimum of 90 Days in Advance)

- Please note that all items below will require application submission 120 days before proposed event
 - ~~Use of facility space for something other than intended use. (~~
 - ~~Use of sports. *Note: Sports complexes/fields may not be used for anything other than playing sports). - Board approval required~~
 - Event requires VCFD permit due to the attendance level, structures, or other event contexts
 - Increased potential for facility/turf damage due to event qualifications, attendance level or type of activity throughout the duration of the event.
 - ~~Unique or unusual elements in which staff require guidance. - Board approval required~~
 - ~~Examples include but are not limited to: Fire dancers, contortionists, aerial artists, etc.~~

Commented [EV12]: We stated this in the previous section. Do we need to state again?

Commented [JP13]: That feels redundant. Maybe try to reframe the sentence?

Commented [EV14]: Are going with this? Since some parks are used for sports, and we have SKs that are held out at PV?

Commented [EV15]: Very vague.... A bubble artist is unique but I do not know that they would need my guidance.

- ~~If alcohol is being sold, an ABC license is required~~
 - ~~Security guards required~~
 - Event length
 - * 6 hours+ (special event designation considered)
 - * Multi-day - Board approval required
 - External entity permit required (automatic special event designation)
 - * Ex. City Permit for street use, County permit for MFF/TFE vendors, or Fire Permit for Safety Plans
 - Event Manager/ Site Representative Services required (automatic special event designation)
 - * All new & repeating events for first 2 years if no issues or no major changes
 - * Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.
- Exceptions
- Exceptions of external events that do not require Board approval include:
- * Private parties including events such as Weddings, Quinceaneras, corporate parties, large birthday parties, baby showers and other similar events
 - * Annual events that have previously been approved by the District and Board (grandfathered events)

External Special Events Reservation Process

~~Reservations designated as special events must complete a permit application and adhere to the District's Special External Events Reservation Process. For a more in-depth understanding on booking a Special Event with the District, please refer to the Special Events Process. Application packets | Permit applications can be found online on our website at www.pvrpd.org/reservations. Applications can be submitted in-person to the District Administrative Office at 1605 E. Burnley Street, or by email at csr@pvrpd.org, but must be complete and accompanied by initial payments at the time of submission in order for a facility reservation to be made. Incomplete applications will not be accepted by the District.~~

Commented [JP16]: I would try to stay consistent with the terms used on that page. So either Rental Packet, Permit Application or a permit to reserve etc.

Required items to be submitted with the ~~Special Event Application~~ Permit Application request:

Commented [JP17]: Are we proposing to go back to creating a separate Special Event Application? If not, I would use the terminology on the permit application to stay consistent. Or just remove Application in this sentence.

1. A completed District Permit application along with a signed waiver page.
~~2-1. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.~~
- ~~3-1. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)~~
2. Evidence ~~A copy~~ of insurance coverage documents for the duration of the event as specified in the District Liability Insurance Requirements.
 - a. Such insurance shall name the District, its officers, employees, agents, and volunteers as additional insureds.
 - b. Applicant confirms there are no specific conditions within the policy that deny coverage or benefits based on alcohol consumption or related incidents. Liability policies must not contain any coverage exclusions for losses that may arise out of the sale, possession, or consumption of alcohol. naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
- ~~4-3. If an external entity permit is required, proof of permit must be provided prior to issuance of a District Permit.~~
4. Scheduled application review meeting and site walkthrough with District Staff (phone or in-person) within fourteen (14) days of all documents being submitted correctly.
~~Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own with District staff (must adhere to fire safety guidelines.)~~
- ~~5-a.~~
- ~~6. Scheduled site walkthrough with District staff.~~
- ~~7-5. A copy of the customer's IRS Letter of Determination, 501c3 (if applicable).~~

Commented [JP18]: Are these given to the applicant once the application is received?

Commented [EV19R18]: Yes

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

6. Application fee, special event fee, refundable security deposit, and 50% of fees per the General Use policy (per event request, an event series qualifies as one request).

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

The District recognizes that there may be conflicts for space and time that arise from this process. Conflicts on many location/day/time will be prioritized utilizing the following methods, in order:

1. Emergency and Public Safety Operations (Emergency Disasters/Emergency Response).
2. District Programming to include special events and classes to include District-partnered programming.
3. Community Service Groups (in the case of field & facility use consistent with normally scheduled operations and predicated on the timely and complete submission of facility requests).
4. Returning customers applying for an established event involving a District facility (predicated on the timely and complete submission of facility requests).
5. Customers with new events for a District facility (prioritized by those with the most timely and complete submission of facility requests).

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Fees

Event fees will be determined by the approved District Fee Schedule. Initial payment for facilities reserved as part of a Special Event application are to be paid prior to the issuance of a facility permit. The District reserves the right to cancel the facility permit in question should the customer fail to make subsequent payments toward the facility fees invoice. Special Event applications submitted outside of the 45-30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of District staff, the Special Event Manager (SEM).

Staffing Costs

- Customers will be subject to District staffing costs as it pertains to the event.
- District Staffing will be required for events during the first occurrence of the event (probationary period).
- All new and repeating events during probationary period may be subject to District Staffing.
- If there are no issues or major changes to the event, the probationary period will be removed after the completion of the event.
- Note: at any time, or for any reason, the probationary period may be extended at the discretion of the District.

Special Event Policy Violations

~~The District recognizes that from time to time, customers may find themselves in situations that may violate District Ordinance 8, General Use Policy, or more specifically, the terms of their event reservation. The District will work with customers to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are to be recorded by the SEM but are encouraged to be reported by any District Staff if such violations fall under their purview.~~

Commented [JP20]: Since this is mentioned here in detail, is it necessary in the Introduction?

Commented [EV21R20]: Yes, I think as a standard procedure. We keep it in there

~~Should violations occur, District staff will follow Ordinance 8 and the General Use policy to address the issues which may include but is not limited to: prevention of future use and collecting reimbursement due to field or facility damage.~~

~~It is the responsibility of the customer to ensure all participants, vendors, spectators, volunteers, and staff under their supervision understand and abide by this process.~~

~~The District reserves the right to skip steps in this process at process at their discretion as appropriate, the discretion of the SEM if egregious violations occur at the outset or if malicious intent is perceived that suggests earlier punitive action is necessary. Egregious violations for annual events will be subject to further District review and permits may be denied for the following year at the discretion of the General Manager.~~

Commented [JP22]: At their what?

~~All customer violations and their frequency will be recorded by the District Staff SEM in the After Action Report. Any violation(s) could result in an extended probationary period and or refusal of future permits.~~

~~This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.~~

~~First Violation~~

~~The SEM will provide a written notice of violation to the customer evaluating remedies to ensure the violation does not reoccur. The SEM will make written note of this warning being as such for the violation in question and will include notification of the loss of the reservation deposit. Such warning shall also be indicated in a post event letter to the event applicant and saved for record of applicant. The SEM will then indicate the consequences of a second offense should the customer reach that stage.~~

~~Second Violation~~

~~Depending on the nature of the violation and the response of the customer to the repeated warning and SEM assistance at preventing subsequent violations, the District may issue a third warning or may cancel event. Receipt of paid funds from a cancelled event due to policy violations may be prohibited at the discretion of the General Manager.~~

~~Third Violation~~

~~Depending on the nature of the violation, customer may be denied future access to District facilities for event in question and/or customer may be suspended from access to additional District facility reservations for an undetermined amount of time. Note that such restrictions would apply to events in which violating customer is involved regardless of event name changes or customer leadership changes for the event in question.~~

Violation examples include but are not limited to:

1. Use of facility without permit.
2. Use of facility that has been closed due to inclement weather.
3. Use of facility prior to or beyond permit time.
4. Use of additional areas of a facility without proper permitting.

5. Subletting, loaning, or trading facility reservation with another customer.
6. Driving vehicles on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Use of Special Event Permit for major elements not discussed in the pretext of the event.
9. Intentionally misleading SEM as to the likely attendance of the event resulting in major attendance discrepancies.
10. Intentionally leaving trash, damaging District property, or vandalizing District property.

~~10.~~

Permit Cancellation

Special Events may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District due to inclement weather or emergency situations may be rescheduled as facility availability allows or may be refunded in full.

Special Event Permits cancelled by the customer ~~at least more than ninety sixty (90) (60)~~ days prior to the permitted use will be refunded in full ~~minus the non-refundable application fee~~. Cancellations ~~less than ninety (90) and greater than sixty (60) between fifty nine (59) and thirty (30)~~ days prior to permitted use will be refunded at the rate of fifty (50) percent ~~of all fees paid minus the non-refundable application fee~~. Cancellations less than ~~30-60~~ days prior to the permitted use will ~~not be refunded~~ eligible for a refund of the paid security cleaning deposit only.

The District may cancel or reassess use of District fields or facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including, but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning, earthquakes, or additional emergency situations.
3. Non-adherence to Field, Facility Allocation & Use Policy, District Ordinance 8, or General Use Policy.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8. The decision of the General Manager is final.

*Acceptance of the Policy and Procedures will be indicated by the signature of the customer at the Agreement and Waiver page of the Special Events Application.



PLEASANT VALLEY RECREATION & PARK DISTRICT

SPECIAL EVENT POLICY

BOARD APPROVED OCTOBER 5, 2022

Introduction

The Pleasant Valley Recreation & Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational activities, and programs. The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and District facilities per the General Use Policy.

The District will monitor proper use of allocations and permits with priority given in the following order: District Programming, Community Service Organizations, resident organizations, in-District residents, and all other requests.

This policy does not cover the use of facilities for sports tournaments or filming.

Purpose

The purpose of this policy is to differentiate special events from facility rentals and to outline all requirements associated, including items requiring board approval.

Prior to reserving District property for an event, District staff will review the Special Events Policy and refer to the Special Event Designation to determine if requests are special events or facility reservations. Once a request is deemed a Special Event, Staff and the Customer will follow the process outlined in : External Special Events Reservation Process.

Definition of Terms

After-Action Report (AAR) – shall refer to a post-event report completed by District staff with the intent of recapping the important notes of event production.

Community Service Organizations – shall mean a youth organization that performs a service for the benefit of the public, is sponsored and approved by the Pleasant Valley Recreation & Park District Board, and the organization resides within the District boundaries. These activities are not part of the District programs/classes.

Customer – shall refer to any individual or entity that seeks to pay or has paid for a facility permit within one of the District facilities.

Customer Service Representative (CSR) – shall refer to District staff who serve as the first line of customer interaction and who handle the majority of facility reservations with the District.

District – shall mean the Pleasant Valley Recreation & Park District and/or all land/facilities managed by the Pleasant Valley Recreation & Park District.

District Facility – shall include any of the parks operated by the District and any buildings/structures or elements that lie within them.

District Staff – shall refer to any District employee currently employed by the District.

General Use Policy – shall mean the procedures used in application of District property.

In-District Resident – shall mean any person, group, organization, association, partnership, firm, entity, or corporation residing within the boundaries of the District.

Ordinance 8 – shall mean the provisions and rules governing the Pleasant Valley Recreation & Park District, to include the use of parks, recreation areas, and facilities in order that all people may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

Out-of-District/Non-Resident – shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District's boundaries.

Probationary Period - shall include the first year of a new special external event: major changes include but are not limited to changes in the event contexts, requiring further staff review

Program Analysis – shall refer to the financial analysis evaluation tool used by District staff to track expenses and revenues for an event in relation to their budgeted line items (if applicable).

Resident Organization – shall mean public and private educational, service, and civic groups and nonprofit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

Special Event – an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions. Special Event status is determined by District staff based on qualifications.

Special Event Designation

A special event is a public or private event, that may include the use of streets, sidewalks, alleys, parking areas, parks or facilities beyond the normal pattern of use, exceeds overall facility capacity, or requires an external entity application or permit, and/or requires District staffing. Examples of special events include, but are not limited to festivals, parades, and concerts. Additionally, any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a **minimum of 120** days in advance of the proposed event.

Special Event Qualifications:

- Closure of roads, use of public streets, transportation planning, extra parking, and/or Parking lot usage for something other than parking
 - Requires additional external agency permit(s)
- Use of fencing , stages, barricades, booths, or other structures
- Use of any equipment, rental, or vendor type with an increased potential to cause damage
 - Examples include but are not limited to: amusement rides, large scale carnival games, and or petting zoos
- Overall attendance that will exceed the facility capacity throughout duration of the event.
- Amplified sound (specific locations only)
- Security guards are required if:
 - Alcohol is present (one (1) security guard per fifty (50) guests)
If alcohol is being **sold**, an ABC license is required
- Anytime an External Entity Permit is required.
 - Examples include but are not limited to: City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans

Permit Applications Requiring Board Approval

- Please note that all items below will require application submission 120 days before proposed event
- Use of facility space for something other than intended use. (*Sports complexes may not be used for anything other than playing sports*).
- Event requires VCFD permit due to the attendance level, structures or other event contexts
- Increased potential for facility/turf damage due to event qualifications, attendance level or type of activity throughout the duration of the event.
 - Unique or unusual elements Examples include but are not limited to: Fire dancers, contortionists, aerial artists, etc.

External Special Events Reservation Process

Reservations designated as special events must complete a permit application and adhere to the District's Special External Events Reservation Process. Permit applications can be found online on our website at www.pvrpd.org/reservations. Applications can be submitted in-person to the District Administrative Office at 1605 E. Burnley Street, or by email at csr@pvrpd.org. Incomplete applications will not be accepted by the District.

Required items to be submitted with the Permit Application request:

1. A completed District Permit application along with a signed waiver page.
2. Evidence of insurance coverage documents for the duration of the event as specified in the District Liability Insurance Requirements.
 - a. Such insurance shall name the District, its officers, employees, agents, and volunteers as additional insureds.
 - b. Liability policies must not contain any coverage exclusions for losses that may arise out of the sale, possession, or consumption of alcohol.
3. IF an external entity permit is required, proof of permit must be provided prior to issuance of a District Permit.
4. Scheduled application review meeting and site walkthrough with District Staff (phone or in-person) within fourteen (14) days of all documents being submitted correctly
 - a. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own with District staff (must adhere to fire safety guidelines.)
5. A copy of the customer's IRS Letter of Determination, 501c3 (if applicable).
6. Application fee, special event fee, refundable security deposit, and 50% of fees per the General Use policy (per event request, an event series qualifies as one request).

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

The District recognizes that there may be conflicts for space and time that arise from this process.

Conflicts on many location/day/time will be prioritized utilizing the following methods, in order:

1. Emergency and Public Safety Operations (Emergency Disasters/Emergency Response).
2. District Programming to include special events and classes to include District-partnered programming.
3. Community Service Groups (in the case of field & facility use consistent with normally scheduled operations and predicated on the timely and complete submission of facility requests).
4. Returning customers applying for an established event involving a District facility (predicated on the timely and complete submission of facility requests).
5. Customers with new events for a District facility (prioritized by those with the most timely and complete submission of facility requests).

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Fees

Event fees will be determined by the approved District Fee Schedule. Initial payment for facilities reserved as part of a Special Event application are to be paid prior to the issuance of a facility permit. The District reserves the right to cancel the facility permit in question should the customer fail to make subsequent payments toward the facility fees invoice. Special Event applications submitted outside of the 45-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of District staff.

- Staffing Costs
 - Customers will be subject to District staffing costs as it pertains to the event.
 - District Staffing will be required for events during the first occurrence of the event (probationary period).
 - All new and repeating events during probationary period may be subject to District Staffing.
 - If there are no issues or major changes to the event, the probationary period will be removed after the completion of the event.
 - Note: at any time, or for any reason, the probationary period may be extended at the discretion of the District.

Special Event Policy Violations

It is the responsibility of the customer to ensure all participants, vendors, spectators, volunteers, and staff under their supervision understand and abide by this process.

The District reserves the right to skip steps in this process at their discretion as appropriate.

All customer violations will be recorded by the District Staff. Any violation(s) could result in an extended probationary period and or refusal of future permits.

This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.

Violation examples include but are not limited to:

1. Use of facility without permit.
2. Use of facility that has been closed due to inclement weather.
3. Use of facility prior to or beyond permit time.
4. Use of additional areas of a facility without proper permitting.
5. Subletting, loaning, or trading facility reservation with another customer.
6. Driving vehicles on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Use of Special Event Permit for major elements not discussed in the pretext of the event.

9. Intentionally misleading SEM as to the likely attendance of the event resulting in major attendance discrepancies.
10. Intentionally leaving trash, damaging District property, or vandalizing District property.

Permit Cancellation

Special Events may be canceled and/or rescheduled at the discretion of the District. Permits canceled by the District due to inclement weather or emergency situations may be rescheduled as facility availability allows or may be refunded in full.

Special Event Permits cancelled by the customer more than ninety (90) days prior to the permitted use will be refunded in full minus the non-refundable application fee. Cancellations less than ninety (90) and greater than sixty (60) days prior to permitted use will be refunded at the rate of fifty (50) percent of all fees paid minus the non-refundable application fee. Cancellations less than 60 days prior to the permitted use will be eligible for a refund of the paid security cleaning deposit only.

The District may cancel or reassign use of District fields or facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including, but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning, earthquakes, or additional emergency situations.
3. Non-adherence to Field, Facility Allocation & Use Policy, District Ordinance 8, or General Use Policy.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8. The decision of the General Manager is final.

*Acceptance of the Policy and Procedures will be indicated by the signature of the customer at the Agreement and Waiver page of the Special Events Application.

RESOLUTION NO. 769

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING AND APPROVING REVISED SPECIAL EVENT POLICY

WHEREAS, the Pleasant Valley Recreation and Park District remains dedicated to prudent management of public facilities; and,

WHEREAS, to address these needs, on September 7, 2022, the Board of Directors of the Pleasant Valley Recreation and Park District established rules regarding the use of District properties for Special Events through Resolution No. 721, establishing a Special Event Policy; and

WHEREAS, upon the conclusion of a year of implementation of the Special Event Policy, feedback from constituents and Staff has highlighted the need for revisions to the Policy to enhance its efficiency and effectiveness in the implementation of the Policy; and

WHEREAS, the District Policy Committee reviewed and made recommendations regarding revisions to the specified Special Event Policy; and

WHEREAS, the Board of Directors has reviewed the proposed revision of the “Special Event Policy” attached hereto as Attachment “A”; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled “Special Events Policy” set forth, attached hereto, and directs that the policy be indicated as approved on June 5, 2024.

Section 3: Repeal of Prior Resolutions. This Resolution No. 721 supersedes any prior District resolution pertaining to the approval of special events, and any such prior resolution is hereby repealed in its entirety.

Section 4: Periodic Review. The Board of Directors directs the General Manager to review the Special Events Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary.

Section 5: Effective Date. This Resolution shall become effective upon the date of the adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of the Pleasant Valley Recreation and Park District this 5th day of June 2024, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Board Chair
Pleasant Valley Recreation and Park District

Attested:

Jordan Roberts, Secretary
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSAL AWARD TO MIG, INC. FOR CONSULTING SERVICES FOR THE COMPREHENSIVE PARKS AND RECREATION MASTER PLAN AND AUTHORIZATION OF GENERAL MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT NOT TO EXCEED \$150,000

SUMMARY

Since 2017 the District has intentionally made great investments in analyzing current operations through a lens of long-range planning. A culmination of these efforts is the process, creation and completion of a Comprehensive Parks and Recreation Master Plan, or an overarching guide for the next 10-15 years for the District of what our community feels and sees as our highest priorities and direction. A second Request for Proposals for consulting services was due May 10, 2024, with one proposal submitted by MIG, Inc. of Pasadena, CA.

BACKGROUND

While similar to strategic planning which focuses on overarching guiding principles, comprehensive master planning typically focuses on land, facilities, and the associated programming taking place within them. Goal 3.2 of the 2021-2026 Strategic Plan identified the need for a comprehensive parks and recreation master plan which would "...create a road map for upgrades, expansions, and potential additions to the District's park system to meet current and future community needs for parks, trails, and open space." The District has never conducted a comprehensive parks and recreation master plan (Master Plan) before, only site-specific [individual parks] and recreational programming master plans.

At the January 3, 2024, Board of Director's regular meeting, the Board took the first step in this process by approving a Request for Proposals (RFP) from qualified firms to conduct the master planning process for and alongside the District. Only one bid was submitted by KTUA for \$262,572, which was \$137,572 higher than the Fiscal Year 2023-2024 Budget project allocation of \$125,000. At the April 3, 2024, Board Meeting, the Board rejected the proposal and approved a revised Request for Proposals with a narrowed and refined scope of work.

ANALYSIS

The RFP was advertised starting April 4th with a due date of May 10th. While Staff had high hopes that a revised scope of work and a transparent budget statement would garner multiple bids, the second round of solicitations again only produced one bid. The single bid was submitted by MIG, Inc., a national multidisciplinary firm specializing in community planning, design, landscape architecture and the play environment.

Despite the disappointment of only having one bid to choose from, Staff is overall pleased with MIG's final proposal. The project management team will consist of Principal-in-Charge, Cindy Mendoza and Project Manager, Genevieve Sharrow.

INITIAL BID

The initial bid did meet the project budget at a proposal of \$124,992 (\$8 shy of the \$125,000 budget). The proposal was clear in understanding the value of the 2021-2026 Strategic Plan and how the work of the Master Plan factors into multiple areas of the Strategic Plan. The proposal breaks the process of the Master Plan into 4 Phases with the associated tasks over a period of 12 months:

- **Phase 1—State of the System:** this phase will define existing conditions, describe the planning context, and assess existing parks.
 - Task 1.1: Project Initiation Meeting
 - Task 1.2 GIS Base Map and Inventory
 - Task 1.3: Park and Facilities Tour, Assessment Tool, and Park Condition Assessment
 - Task 1.4: Key Leader Interviews
 - Task 1.5: Parks & Recreation Preliminary System Summary
 - Task 1.6: Committee Meeting #1: Orientation & SWOT
 - Task 1.7: Project Management and Administration
- **Phase 2—Needs Assessment:** this phase will incorporate best practices and trends to identify what is missing/needed to support a well-rounded and adaptable park and recreation system.
 - Task 2.1: Park and Recreation Questionnaire
 - Task 2.2: Questionnaire Pop-Up Event Boards and Summary
 - Task 2.3: Community Connections
 - Task 2.4: Parks, Facilities, and Program Needs Assessment
 - Task 2.5: Committee Meeting #2
 - Task 2.6: Project Management and Administration
- **Phase 3—Vision and Recommendations:** this phase will focus on goal setting, including establishing priority projects and services for the District.
 - Task 3.1: Prioritization Questionnaire (Bilingual)
 - Task 3.2: Plan Framework
 - Task 3.3: Committee/Board Meeting #3
 - Task 3.4: Project Management and Administration
- **Phase 4—Plan Development and Implementation:** the final phase puts the previous analysis into motion, identifying an action plan, funding strategies, and recommendations for successful implementation.
 - Task 4.1: Cost Model, 10-Year Plan, and Funding/Implementation Strategies
 - Task 4.2: Administrative Draft, Public Review Draft, and Final Master Plan
 - Task 4.3: District Meeting: Plan Review

- Task 4.4: Project Management and Administration

Per the RFP, MIG addressed both Bid Alternates in their initial proposal:

1. Goal 3.2 and associated strategies of the 2021-2026 Strategic Plan includes the development of trails. The development of trails is a unique level of expertise thus prompting the need for a Trails and Connectivity Plan. The proposed cost for the plan is estimated at \$20,000.
2. Strategy E under Goal 3.2 states to *analyze and evaluate current Park Maintenance Service Levels to ensure they are effective, efficient, safe, and meeting community expectations*. MIG estimates \$80,000 for the cost of a subconsultant to complete a Maintenance Management Plan and Capital Improvement Plan (CIP) that would identify routine and preventative maintenance schedules (relating to levels of service), asset lifecycle management, and performance measurements.

REVISED SCOPE OF WORK

While Staff was pleased overall with the initial proposal, there was a noticeable number of tasks selected for Staff to complete that are typically performed by the consultant. This shift appears to be an effort to meet the project budget of \$125,000. In discussing with MIG the highest priorities for the plan, such as high community engagement and condition assessments, Staff requested a revised Scope of Work that increases the responsibility of MIG. Staff recognizes that these areas necessitate a fresh, unbiased perspective which MIG's professional staff is able and specializes in providing.

The revised Scope of Work includes the following changes for a total additional cost of \$24,940:

- Task 1.2: Staff will be providing MIG with a prior comprehensive park inventory.
- Task 1.3: MIG will provide two (2) staff to conduct their park condition assessment at all outdoor parks instead of District Staff performing the assessments. Initially, MIG would conduct the assessments during the Facilities and Park Tour that would include indoor facilities and District staff would be performing any remaining assessments to then turn into MIG. The revised scope now has MIG completing all outdoor assessments and the District completing all indoor/facility assessments. A bid alternate of \$7,000 is provided if it is desired for MIG to complete the indoor/facility assessments.
- Task 2.1: MIG will be responsible for inserting any returned hard-copy surveys at a maximum of 100 paper copy responses.
- Task 2.2: MIG will provide staff to conduct two (2) interactive pop-up events. Staff will plan to conduct additional pop-up events without MIG staff in attendance, but Staff believes it is imperative to have at least two events where MIG is engaged with the public in hearing the feedback at these events.
- Task 3.1: The Prioritization Questionnaire (Bilingual) is moved to a bid alternate status for a proposed price of \$6,710.
- Task 4.2: A second review of the Administrative Draft Master Plan has been added. Staff believes it is imperative to give time for sufficient feedback on the draft internally before going out for external public feedback.
- Bid Alternates:
 - Trails and Connectivity Plan: \$20,000
 - Maintenance Management Plan & Capital Improvement Plan: \$80,000
 - Task 1.3A—Indoor/Facility Assessment: \$7,000
 - Task 3.1—Prioritization Questionnaire (Bilingual): \$6,710

FISCAL IMPACT

The FY 2023-2024 Budget allocated \$125,000 for the project. The initial bid was \$124,992, which was \$8 below the project budget. The proposal with the revised scope of work adds an additional \$24,940 to the proposed project total of \$149,995. The total for the Bid Alternates or Optional Tasks is \$113,710. In past years, the additional cost of \$24,940 would not be feasible for the District budget to absorb. However, because the Master Plan is budgeted under the \$230,000 Designated Projects line item in Fund 10-General Fund, Staff believes the value of the services provided by MIG in the revised scope of work is pertinent to the success of the Comprehensive Parks Master Plan and that the increase will have minimal impact on the FY 2024-2025 Budget.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

- **3.2:** Complete a Comprehensive Parks Master Plan to create a road map for upgrades, expansions, and potential additions to the District’s parks system to meet current and future community needs for parks, trails, and open space.
- **3.2.A:** Complete a comprehensive assessment of the Pleasant Valley Recreation & Park District’s parks, playgrounds, and open space system, considering future growth and diversity in the community.
- **3.2.E:** Analyze and evaluate current Park Maintenance Service Levels to ensure they are effective, efficient, safe, and meeting community expectations.

RECOMMENDATION

It is recommended the Board approve the revised request for proposal award and authorize the General Manager to enter into a Professional Services Agreement with MIG, Inc. for consulting services for the comprehensive parks and recreation master plan not to exceed \$150,000.

ATTACHMENTS

- 1) Request for Proposals-Comprehensive Master Plan (13 pages)
- 2) MIG Scope Revisions Options – Clean Version 5-22-24 (8 pages)
- 3) MIG Scope Revisions Options – Redline Version 5-22-24 (8 pages)
- 4) MIG Initial Proposal-Pleasant Valley RPD 5-10-24 (34 pages)
- 5) Professional Services Agreement-Draft (16 pages)

PLEASANT VALLEY RECREATION & PARK DISTRICT
REQUEST FOR PROPOSALS FOR CONSULTING SERVICES TO CONDUCT A
COMPREHENSIVE PARKS AND RECREATION MASTER PLAN



RFP RELEASE DATE:

THURSDAY, APRIL 4, 2024

PROPOSALS DUE:

FRIDAY, MAY 10, 2024

No Later Than 2:00 PM PDT

DELIVER PROPOSALS TO:

ADMINISTRATIVE OFFICE

PLEASANT VALLEY RECREATION & PARK DISTRICT

Attn: Jessica A. Puckett, CPRE, Administrative Analyst

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

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**All questions regarding this Request for Proposals (“RFP”) shall be directed to Jessica A. Puckett, CPRE, Administrative Analyst at jpuckett@pvrrpd.org in writing. Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the “Project Scope of Work” section of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings.*

***The proposals must be submitted to the Pleasant Valley Recreation and Park District’s Administrative Office, 1605 E Burnley Street, Camarillo, California, 93010, no later than 2:00 p.m. on May 10, 2024. Each proposer must submit one (1) electronic copy of the proposal in accordance with “Submission Requirements” section of this notice.*

NOTICE INVITING PROPOSALS FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) seeking to hire a highly qualified landscape architectural and/or planning firm to conduct and develop the District’s very first Comprehensive Parks and Recreation Master Plan (“Master Plan”).

The need for a Master Plan was established in the current District 2021-2026 Strategic Plan as outlined in Goal 3.2: *Complete a comprehensive parks master plan to create a road map for upgrades, expansions, and potential additions to the District’s parks system to meet current and future community needs for parks, trails, and open space.*

Utilizing recently approved plans such as the 2018 Senior and Community Recreation Center Facility Needs Assessment Study, the 2021 Marketing Plan, the 2022 Fee and Cost Recovery Study, the 2022 ADA Transition Plan, and the current 2024 Environmental Enhancement Analysis, the consultant will collect and analyze data to develop a clear set of goals, policies, standards, and recommendations for the District’s existing and future community parks, neighborhood parks, special use facilities, and recreational programming for the next ten years. When complete, the Master Plan will support planning and programming through recommendations in the following areas:

- A. Park System Vision, Priorities, and Goals:
 - 1) Consistency with District Identity, Vision, and Mission as stated in the 2021-2026 Strategic Plan
 - 2) Affirmation of Goals and Objectives
 - 3) Demographics Analysis
 - 4) Recreation Trends Analysis
 - 5) Level of Service Standards and Criteria
 - 6) Park Classification System Recommendations

- B. Community Demand, Supply and Needs Analysis:
 - 1) Provide the opportunity for community involvement in the development of this master plan with a focus on the following areas:
 - a. Desired Park Amenities
 - b. Recreation Facilities
 - c. Recreation Programs

- C. Ten-Year Plan for Management and Growth which builds upon the aforementioned prior studies and plans completed by the District:
 - 1) New Park Master Plan Priorities and Recommendations
 - 2) Existing and Future Park Facility Expansion—Improvement Priorities and Criteria
 - 3) Budgeting and Funding Priorities and Recommendations with a methodology accounting for deferred maintenance, capital improvements and its effects on the cost of service.
 - 4) Enhanced Environmental Sustainability Recommendations in conjunction with the upcoming Spring 2024 Environmental Analysis recommendations by SiteLogic.

The Master Plan will provide a 10-year vision for parks, recreation, and future open space, as well as an action plan for implementing this vision. The plan needs to be financially sustainable and include realistic goals for implementation. The plan will include research, public involvement, and the development of recommendations for all aspects of the Pleasant Valley Recreation & Park District system.

The selected consultant/consulting team will work closely with the District staff committee and will have proven experience and knowledge in park and recreation planning, project management, and effective public engagement.

District Background



The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 62 years ago.

Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children's play equipment, and barbeque areas. The City of Camarillo, incorporated in 1964, is a separate entity from the District, however, they do add recreational and cultural service value and amenities to the community by owning two small parks, a trail system, and a full-service library that it operates independently of the District.

Camarillo is a healthy, and family-oriented community with an exceptional quality of life. The District administers year-round recreation programs for a variety of age and interest groups including adult athletic programs, senior services, fitness and athletic instruction, classes, camps, aquatics programs, and youth athletics through partnerships with local non-profit organizations. For the fiscal year 2023-2024, the District has a total operating budget of approximately \$10 million.

Project Goals & Objectives

The goal of the consulting services is to provide professional services and expertise for managing, facilitating, and preparing a comprehensive evaluation of the District's parks, recreation, open space, and funding system. The evaluation will assess the current and future recreational needs of the District, as they relate to the mission of the agency, in order to better plan, fund, manage, and develop parks, facilities, open space, and recreational programs.

- A. *Identify and serve current and future park and recreational needs through an integrated park system that provides adequate park space, facilities, and stewardship of the District's resources:*
 - 1) Establish a park classification system and appropriate management recommendations reflecting current and future growth of the park system.
 - 2) Identify criteria that can be used in future discussions with City and County partners on quantities and locations of park space acreage needed to satisfy the current and future recreational needs of the greater Camarillo area.
 - 3) Ensure the long-term protection, preservation, and sustainability of park and facility resources through environmentally sensitive planning and stewardship.

- B. *Provide an accessible and diverse offering of park and recreation facilities and programs to all residents of Camarillo and the District:*
 - 1) Define the role of the District in contributing towards quality of life in Camarillo and Ventura County.
 - 2) Identify and prioritize recreation facilities needed at existing and future parks.
 - 3) Provide for current and future park and recreational needs through identification of funding, addressing deferred maintenance, and facility expansion at new and existing sites, and through optimizing use of all existing facilities.
 - 4) Identify and prioritize recreation programs and special events desired throughout the park system in order to build economic and cultural value by conducting a review of current District programming. Deficiencies or gaps, as well as strengths, in programming should be identified.

- C. *Develop an action plan with realistic implementation goals and strategies—a plan for prioritizing, phasing, funding, and accomplishing the identified needs:*
 - 1) Identify a funding strategy or strategies for ongoing growth and improvements to the parks and open space system.
 - 2) Identify and recommend funding options that outlines projects, anticipated costs, and operation and maintenance implications.
 - 3) Identify additional revenue producing streams: ways to maximize strategies, potential efficiencies, available grants, and fundraising opportunities.

Project Scope of Work

The selected Consultant will work directly with a project manager from the Administration Department of the District. The consultant will also work with a group of various internal and external stakeholders, municipal partners, the Board of Directors, and other local and regional organizations. The following scope of work outlined below is to be used as a general guide and is not intended to

be a complete list of tasks necessary to complete the Comprehensive Master Plan. The District is open to alternative approaches that may deviate from this scope to better meet project objectives.

1. Project Administration

- The consultant is expected to conduct meetings and communicate with District staff on a regular basis throughout all phases of the project, to ensure the Comprehensive Master Plan reflects the vision and priorities of the District and its citizens. The District is open to alternative meeting formats such as virtual options to keep costs reasonable.
 - Project Initiation
 - Finalize scope of work
 - Finalize project goals and objectives.
 - Project Administration
 - Meet staff committee
 - Finalize work plan
- *Deliverables should include: Final work plan, process flowchart, timeline, staff committee meeting schedules, agendas, handouts, meeting reports, recommended website update(s) (and/or a separate project specific site option if consultant chooses to include in the scope of work of the total project cost).*

2. Evaluation, Research and Analysis of Existing Conditions and Plans

The consultant will conduct research and analysis, review existing documents, and evaluate the park and recreation systems based on established standards and criteria for an objective basis of identification of deficiencies and recommendations.

- Demographics research
- Review applicable studies, plans, and policies:
 - Existing documents review, to include but not limited to:
 - Population and demographic data
 - City of Camarillo General Plan and Recreation Element
 - 2018 Senior Community Center Needs Assessment (Recreational Programming Focus)
 - 2021-2026 Strategic Plan
 - 2022 ADA Transition Plan
 - 2022 Fee Study & Cost Recovery Policy
 - 2021 Marketing Plan
 - 2011 Freedom Park Master Plan
 - Recreation trends research that will have an effect on the Master Plan
 - Level of service standards and criteria
 - Park classification system evaluation
- Complete a full inventory and general evaluation of existing District park facilities (this review is not intended to serve as a professional engineering-or-mechanical-level analysis):
 - Review the general condition of amenities, structures, wayfinding, furnishings, accessibility, and overall maintenance of existing community parks, neighborhood parks, aquatic facility, parks maintenance support facility, and special use facilities. The analysis

should consider the capacity of the amenity as well as its functionality, accessibility, condition, convenience, and useful life.

- Recreation Facilities inventory and evaluation
- Recreation Programs inventory and evaluation
- Parks, Park Space, and Open Space inventory and evaluation
- Complete a review of criteria used in the current parkland dedication process held in conjunction with the City of Camarillo as well as the County..
- Complete a general analysis of the Recreation Department:
 - Opportunities, strengths, and weaknesses of current recreational programs.
 - Summarize current marketing efforts used to share and promote information on our plans, events, projects, and programs.
 - Opportunities, strengths, and weaknesses of current public-private partnerships, volunteer opportunities, and Foundation development.
- *Deliverables should include: data presented through maps, tables, and reports reflecting all inventories and evaluations compiled into a manageable, editable format to be used as a primary data source for facilities and programming.*

3. **Community Outreach, Engagement and Needs Assessment**

The consultant is expected to develop and conduct a well-publicized public involvement process using various media and forums to reach as many citizens as possible. The strategy should identify current facility use, awareness of current facilities and programs, gathers preferences for future parks, facilities and amenities, and shapes goals and recommendations to guide park, facility, and program development. All results of this process should be delivered in an easily digestible and clear format that can be shared on multiple digital platforms as this information will be shared with the public during the master planning process, included within the comprehensive master plan document, and used to inform strategies and recommendations.

- A. Public Involvement—identify options where consultant can provide Staff with direction to conduct internally versus when the consultant should be on-site and conducting in person.
 - a. Stakeholder Interviews
 - b. Focus Groups
 - c. Public Workshops
 - d. Pop-Up Events
 - e. Community Survey
- B. Public Information
 - a. Public Information Displays
 - b. Press Releases
 - c. Web materials, social media
 - d. Public Presentations
- C. Needs Assessment
 - a. Recreation Facilities
 - b. Recreation Programs
 - c. Parks

- *Deliverables will include: community involvement plan, agendas, handouts, graphics, survey instruments, survey report, workshop reports, interview instruments, PowerPoint presentations; reports of findings from meetings, workshops, interviews; public information plan, graphic and text materials for distribution and website update(s).*

4. **Recommendations and Action Plan**

The consultant will provide a draft report, making recommendations in all areas for review. This report should be a strategic plan that will help guide policies and plans for the District for the next 10 years.

The final report will incorporate the following:

A. Draft recommendations

- 1) Recreation and Park System Mission and Goals
 - a) Park classification system recommendations.
 - b) Identify and provide recommendations based on an assessment of the District’s approach to facility and grounds maintenance.
 - c) Identify and prioritize recommended modifications to existing parks, facilities, and park space.
 - d) Identify and prioritize opportunities, goals, and policy recommendations for development, planning and/or acquisition of new and future parks/park space, facilities, and open space, which incorporate Level of Service Standards recommendations.
 - e) Provide recommendations to maximize strategic partnerships with other public and private entities.
 - f) Provide departmental staffing recommendations to fill gaps in current needs and respond to future growth.
 - g) Provide recommendations as to whether there is a need for an updated brand strategy and standards for the District to be conducted in the future.
 - h) Provide an implementation action plan for recommendations.
- 2) Community Demand, Supply, and Needs Assessment Report
- 3) Ten-Year Plan for Growth:
 - a) New Comprehensive Park Master Plan Priorities and Recommendations
 - b) Existing and Future Park Facility Expansion Priorities and Recommendations
 - c) Recreation Program Expansion Priorities and Recommendations
 - d) Budgeting and Funding Priorities and Recommendations

B. Final Comprehensive Master Plan Report

C. Presentation to Long Range Planning Committee and District Board

5. **Presentations and meetings**

- Attend a minimum of four (4) meetings with staff to review and discuss project administration, draft recommendations, and priorities. At least one meeting should be in person, open to discuss other meetings in an alternative format such as virtual.
- Attend a minimum of three (3) community meetings to discuss community needs and parks design preferences and receive public input.

- Prepare and present a PowerPoint presentation to: Long Range Planning Committee and District Board of Directors for final Plan approval.
6. Bid-Alternates
- The District is seeking cost proposals on the following additional or alternate items:
 - Trails & Connectivity Plan: Identify and recommend existing and opportunities for future trails for recreational use within park facilities, as well as recommend greenway corridors and linkages to areas outside of Camarillo:
 - Identify the existing network of pedestrian and bicycle paths, nature trails, greenways and linear linkages that connect to parks and popular destinations.
 - Identify stakeholders and encourage cooperative agreements and partnerships with other governmental jurisdictions to achieve a county wide trail system.
 - Provide a conceptual plan that will help to develop a framework for building an integrated system of pathways to link residents to the outdoors.
 - Maintenance Management Plan & Capital Improvement Plan: Identify and prepare a maintenance management plan with an accompanying Capital Improvement Plan for park grounds and facilities maintained by the Pleasant Valley Recreation and Park District. The plan should identify routine and preventative maintenance schedules, asset lifecycle management and performance measurements.

Submission Requirements

Interested proposers must submit five (5) copies, plus one electronic version (PDF format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this contract. Electronic copies should be sent to jpuckett@pvrpd.org. Proposals shall not exceed 30 pages including any attachments (staff resumes do not count toward the page limit). Font size shall be no less than 11 pt. Any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a transmittal letter, signed by an official authorized to commit the firm to the representations, commitments and statements contained in both the proposal and contracts. This should include the name, mailing address, email address, and phone number of the firm's primary contact person for the proposal. Firm advertising, brochures, and other promotional material should not be included.

2. Description and Qualifications of the Firm

- a. A description of the firm's organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a description of the firm's qualifications and experience.

The District desires a team who ideally brings the following experience:

- 1. Describe the firm's methods for collaborating with your teams, stakeholders, community, and District staff.

2. Past work on similar projects incorporating any of the following themes of sustainability, inclusion, equity, environmental stewardship, fire safety, preservation, and cultural character.
3. Past design of public use facilities to include accessibility improvements in parks or public spaces.
4. Discuss any innovative or creative approaches the firm has used to address challenges in previous projects.
5. Past design for projects of similar size, scope, or complexity to this Project. Provide your firm's strategies for engaging the public in park-related projects.

3. Staffing

- a. Provide an organizational chart identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager(s) and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
 - i. The District must approve changes to key personnel committed to work on the project subsequent to award of contract.

4. References

- a. A list of no more than three (3) references for the proposer and no more than three (3) references for any subconsultants, if proposed, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to participation. Identify how much experience the firm and sub consultant, if needed, has had with public agencies.
- b. A maximum of four (4) examples of past work completed within the last five (5) years that represent the type of work requested in this RFP. Examples can be representative of projects with References or from separate completed projects. Please provide the following information for each project, along with project images and narratives, using the checklist below and organizing the information in the same sequence:
 - i. Project name, location, and current status
 - ii. Population of community
 - iii. Project description (including a description of professional services provided)
 - iv. Project owner (reference's current: name, address, telephone number, and email)
 - v. Project duration
 - vi. Cost of Master Planning effort
 - vii. Individual responsible for day-to-day contact with the client.
 - viii. Key team members including sub-consultants responsible for the work and the firm they were employed with at the time of the project work. If the firm has multiple offices, indicate which office managed a similar project.

5. Scope of Work

- a. A clear and concise statement of the proposer's understanding of the nature and extent of the services required.
- b. Approach to the project, highlighting the methodology and process to be used, components, and expected deliverables.

- c. The proposed project timeline to include a schedule that shows how tasks fit within the project timeline and related to appropriate milestones and project deliverables.

6. Project Budget & Other Financial Information

The total allocated project budget is \$125,000.

- a. The proposer shall provide the financial information requested below. If submitted by a consortium, a joint venture, a partnership, or by an individual, it shall be signed by an individual authorized to bind the firm making the proposal.
 - i. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.
 - ii. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
 - iii. A detailed Scope of Work, including an itemization of all services to be provided and their individual costs. This should include estimated staffing, hours, costs, and a description of each major task and subtask, including public meetings.
 - iv. A schedule of hourly rates to be charged for extra work if required during the course of the contract as well as other cost factors which would be needed to price extra work.
 - v. A total not-to-exceed price for the project.
 - vi. A disclosure of all personal, professional, or financial relationships with any officer and/or employee of the District.

Evaluation Criteria

The objective is to choose the proposal that offers the highest quality services and will achieve the project’s goals and objectives within a reasonable budget and not-to-exceed project budget of \$125,000. While cost is important, other factors are also significant and the District may not select the lowest cost proposal.

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the objectives mentioned above and the following criteria with a given point value listed below.

Selection Criteria—RFP	Points Available
Understanding of Scope of Work; Recommended Methodology & Process to include High Public Engagement	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20
References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal	110

Total scores will be tabulated, and the highest ranked firm will enter into negotiations. If the District requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have not been scheduled and are not anticipated at this time. However, if the District elects to set up interviews and your firm is invited to give a presentation to the committee, notice will be given with a set date.

Firm Selection & Notification

The issuance of this RFP and the selection of the most qualified firm is the first step in the process that will eventually lead to the execution of an agreement with the most qualified firm. Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP.

The successful Consultant to whom work is awarded shall, within 30 days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

The District reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The District reserves the right to accept and or withdraw the RFP in whole or in part, at any time and for any reason and/or request additional information from all proposers. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District also reserves the right to modify any aspects or waive any irregularities, terminate, or delay this RFP, the RFP process, and or the program, which is outlined within this RFP at any time if doing so would serve the interest of the District. The contract award will be made at the sole discretion of the District based on evaluation of all responses.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Contract Requirements

The District plans to use the attached Pleasant Valley Recreation & Park District Professional Services Agreement. Consultants with significant concerns about the sample agreement should not submit on this RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by tasks). If after negotiation and consideration, the District is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top-ranked firm and, at their sole discretion, may: enter into

negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

Estimated Selection & Approval Schedule

Request for Proposals Open	Thursday, April 4, 2024
Questions/Clarifications Due	Friday, April 19, 2024
Answers Provided by	Friday, April 26, 2024
Deadline for Proposals	Friday, May 10, 2024
Evaluation of Proposals	May 13-14, 2024
Announce Decision	Wednesday, June 5, 2024
Contract Negotiations	June 2024
Desired Project Close Out	<i>(no later than)</i> June 30, 2025

**The District reserves the right to revise the above schedule.*

Questions

Upon release of this RFP, all Consultant communications concerning the RFP should be directed to Jessica A. Puckett, CPRE, Administrative Analyst via the contact information listed below. Unauthorized contact regarding this RFP with any other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding with the District. Consultants should rely only on written statements by Ms. Puckett.

Name: Jessica A. Puckett, CPRE, Administrative Analyst

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

Email: jpuckett@pvrpd.org

Submittal Instructions

Proposals must be received no later than 2:00 p.m. PDT on Friday, May 10, 2024.

Proposals shall be mailed to:

Pleasant Valley Recreation & Park District

Attn: Jessica A. Puckett, CPRE

1605 E. Burnley Street
Camarillo, CA 93010

The proposals shall be in a sealed envelope or box and clearly labeled with the Consultant's name, address, and "Comprehensive Master Plan RFP."

Attachments & Addendums

Attachment 1: Sample Professional Services Agreement

PHASE 1: STATE OF THE SYSTEM

Task 1.1: Project Initiation Meeting

MIG will meet with Pleasant Valley Park District's project manager and District staff team in a virtual conference call to kick off the project. At this kick-off meeting, we will review communication protocols, further define deliverables, and solidify our community engagement plan. This will include identifying the strategies and tools best suited to this effort and outlining a schedule for engagement activities. Prior to the meeting, MIG will prepare a consolidated request for information letter identifying background information and data needs.

Following the meeting, we will provide a revised project schedule further detailing the critical path to completing the Master Plan, which the District can use to post on the District-administered project webpage to keep the public informed of the process and opportunities to be involved.

Deliverables: Project Initiation meeting agenda, request for information letter; revised project schedule (Word/Excel/PDF)

Task 1.2 GIS Base Map and Inventory

MIG assumes the District will provide us scanned sheets accounting for each park site/facility, park acreage, and major recreation facilities located within each park, based on a Needs Assessment conducted by staff approximately three years ago. (Parks that have amenities such as tables, benches, trash receptacles, parking spaces, etc., should be noted, but exact counts are not necessary.) Using this inventory data, we will crosscheck the classifications of parks and facilities. Using GIS data provided by the District, we will produce one draft district-wide base map (11" x 17") showing existing District parks and major recreation facilities, on an overlay of information including water bodies, roadways, and schools. The draft inventory and base map will be finalized based on one round of consolidated comments from the District.

Deliverables: Draft and final base map (PDF) and inventory (Excel)

Task 1.3 Park and Facilities Tour, Assessment Tool, and Park Condition Assessment

Once a base map and inventory spreadsheet have been completed, MIG will create a Park Evaluation and Assessment Checklist to use in rating District parks' condition. The checklist is designed to consider the condition of the amenity as well as its functionality, accessibility, convenience, and useful life, with an ultimate ranking of good, fair, and poor. MIG will spend one day touring six to eight representative parks, recreation facilities, trails, and public spaces accompanied by District staff, using the draft Park Evaluation and Assessment Checklist.

The tour will provide an opportunity to discuss the strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned development or improvements, maintenance, and the capacity of parks to support new or different recreation opportunities. The District will schedule and coordinate the site tour, ensuring that staff are available to answer questions. This task includes an allowance for two MIG staff to visit the remaining City parks, using the Park Evaluation and Assessment Checklist to photograph and score park conditions. This scope does not include an assessment of indoor facilities and buildings (see Optional Task 1.3A) We will tabulate all park assessment scores in a site matrix to reflect the general condition of existing parks and facilities and summarize key findings in a memo to inform the planning process.

Deliverables: Assessment tool (Word/PDF) and site matrix (Excel/PDF)

Task 1.4 Key Leader Interviews

Up to six one-on-one videoconference interviews will be held early in the planning process with key community leaders to identify opportunities and issues for the Master Plan to address. Participants will be determined in consultation with District staff, who will schedule interviews. The 30-minute interviews will be conducted over a video conference platform such as Zoom and will be scheduled over one to two days. MIG will summarize the findings in a memorandum.

Deliverables: Key Leader Interviews findings memorandum (PDF)

Task 1.5 Parks & Recreation Preliminary System Summary

MIG will review the District's plans, policies, and available data to develop a comprehensive understanding of the policy and regulatory context in which the Master Plan will be developed. This includes, but is not limited to, a review of the 2021–2026 Strategic Plan, 2018 Senior Community Center Needs Assessment, 2022 ADA Transition Plan, 2022 Fee Study and Cost Recovery Policy, 2021 Marketing Plan, 2011 Freedom Park Master Plan, and City of Camarillo General Plan Recreation Element, budgets, and program information. We will review available demographic data and population forecasts. We will prepare a brief summary memo that defines four to six key points for consideration in the Master Plan.

Deliverables: System summary memo (PDF)

Task 1.6 Committee Meeting #1: Orientation & SWOT

MIG will create a PowerPoint for, attend, and facilitate a discussion in conjunction with an existing District Long Range Planning Committee Meeting (or District Board Meeting) to provide an overview of the planning process and discuss with the Board, and community members the strengths, weaknesses, opportunities, and challenges for the park system. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is anticipated to coincide with the Park and Facilities Tour.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 1.7 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 2: NEEDS AND OPPORTUNITIES

Task 2.1 Park and Recreation Questionnaire

Based on the initial review of existing conditions, Key Leader Interviews, discussions with District staff, and input from the Board/Committee, MIG will develop a Parks and Recreation Questionnaire. The questionnaire will be designed to gather feedback from the community on recreation and park needs, including park use and desired improvements. We will draft questions, revise them based on one set of comments from District staff, translate questions

into Spanish, program the questionnaire online, and provide a link to the District for web posting and distribution. We will host the questionnaire for four to five weeks. MIG will convert the survey into a paper version and input hard-copy responses into the online survey software, with an assumption of no more than 100 paper copy responses.

Deliverables: Draft and Final Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

Task 2.2 Questionnaire Pop-Up Event Boards and Summary

To ensure wider participation from a cross section of the community, MIG will design a set of four to five display boards that adapt several key questions from the questionnaire. MIG will print and use these boards to facilitate two interactive “pop-up events” to collect feedback at existing community festivals and events, at recreation facilities, and in high-traffic locations to provide an option for community members who may not choose to fill out the questionnaire to share their ideas. MIG will tabulate the findings. After the events, we will summarize findings together in one memo. Note: If desired, District staff and/or Commissioners may print and use the boards to host additional pop-up events in the same timeframe, tabulate the data, and provide results to MIG to incorporate in a consolidated summary memo.

Deliverables: Display boards (PDF); data upload form; memo summary of pop-up feedback (Word/PDF)

Task 2.3 Community Connections

MIG will dig deeper into the needs of key groups, facilitating two to three focus group discussions with 10–12 representatives of distinct community needs, including recreation user groups, specific demographic groups, the business community, or others as defined in consultation with the District. We will develop focus group questions, facilitate the one- to two-hour discussions via videoconference, and following the meetings, summarize results. Preliminarily, we recommend the following groups: youth, sports providers, and/or a community panel with liaisons to underrepresented groups and CBOs.

Deliverables: Memo summary of community connections feedback (Word/PDF)

Task 2.4 Parks, Facilities, and Programs Needs Assessment

MIG will develop a customized assessment of needs, drawing from the community engagement process, a technical assessment of service gaps and opportunities, and an assessment of recreation and program trends. Renovation needs for existing parks will be noted based on Phase 1 Condition Assessment data. Gap areas will be evaluated to identify “opportunities” to address service needs, including vacant lands, potential joint use sites, underutilized open space and corridors, capacity to reprogram existing parks, mobile recreation options, public-private partnerships, and innovative small-scale solutions. In addition, as part of this task, we will complete a review of current parkland dedication criteria held in conjunction with the City of Camarillo and County and associated level of service standards for parks and facilities. As part of this task, we will also summarize current marketing efforts used to share and promote information on District plans, events, projects, and programs, and identify opportunities, strengths, and weaknesses of current public-private partnerships, volunteer opportunities, and Foundation development. The Needs Assessment Brief will be revised and finalized based on one round of consolidated comments from the District.

Deliverables: Admin Draft and Final Needs Assessment brief (Word/PDF)

Task 2.5 Committee Meeting #2

MIG staff will facilitate a brainstorming charrette with the Long Range Planning Committee (or District Board) to discuss the implications of needs assessment findings for park system recommendations. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final Committee/Board meeting presentation (PPT/PDF)

Task 2.6 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the Project Leadership Team (PLT) to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 3: VISION AND RECOMMENDATIONS**Optional Task 3.1 (See end of scope for optional tasks)****Task 3.2 Plan Framework**

Building on the analyses and community input in the above tasks, MIG will create a draft plan framework. This framework will include recommendations for park classifications and priorities for modifications to existing and proposed new facilities and parks based on existing conditions, public feedback, analysis, and professional expertise. Desired level of service, potential priority projects, and recommended maintenance service levels will be included in this document, along with recommendations regarding the District's brand strategy going forward. We will facilitate a discussion with District staff (over Zoom) to review the draft framework. Based on the discussion, we will revise and refine the draft framework.

Deliverables: Draft and final plan framework and review meeting agenda (Word/PDF)

Task 3.3 Committee/Board Meeting #3

MIG will present the revised Plan Framework at a Long Range Planning Committee meeting (or District Board meeting) to solicit feedback from District Board/Committee members and through public comment. The purpose of the meeting is to obtain clear feedback on priority park improvements, programming, and the right investment level for priority projects. MIG will provide a PowerPoint presentation for the meeting and revise it based on one set of consolidated comments provided by District staff. This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 3.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This

subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 4: PLAN DEVELOPMENT AND IMPLEMENTATION

Task 4.1 Cost Model, 10-Year Plan, and Funding/ Implementation Strategies

MIG will create a capital projects list and cost model (Excel spreadsheet) to summarize a 10-year Plan for growth. This includes identifying the planning-level costs for recommended capital projects, along with facility lifecycle replacement costs and maintenance costs for each project. The model will incorporate regionally based park improvement cost data based on our extensive experience in managing park construction projects locally (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations/staffing costs). Instead of a static snapshot in time, this model will be designed to serve as a tool that can be adapted for inflation for subsequent staff use in annual capital improvement planning and budgeting. We will provide a draft cost model and revise it based on one round of edits from District staff. In addition, MIG will identify potential funding strategies, strategic partnerships with other public and private entities, and departmental staffing needs to implement the plan. This information will be incorporated into the Draft Master Plan.

Deliverables: Draft and final cost model and funding/ operations strategy recommendations (Excel/Word/ PDF)

Task 4.2 Administrative Draft #1, #2, Public Review Draft, and Final Master Plan

Prior to developing the Master Plan, MIG will create an outline for District staff review and buy-in on plan content. We will create a full Administrative Draft Parks and Recreation Master Plan formatted as an attractive, easy-to-read document for internal review. This scope and budget assumes two rounds of review on the Administrative Draft Master Plan. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan #1, we will create the Administrative Draft Master Plan #2. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan #2, we will create the Public Review Draft Master Plan, providing web- and print-ready PDF files to the District for posting and distribution. We will create an online form for the public to provide feedback on the draft Master Plan. Following adoption by the District Board, this task also includes an allowance for minor revisions as directed by the District Board and delivery of the final Master Plan (including source files) to the District.

Deliverables: Admin Draft and Final Parks and Recreation Master Plan (Word/PDF)

Task 4.3 District Meeting: Plan Review

MIG will present the Public Draft Plan at a District Board regular meeting for review, discussion, adoption. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, MIG will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 4.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

OPTIONAL TASKS AND PROJECT ENHANCEMENTS

The District included two optional items in the RFP, presented here as options to add these services to the project. In addition, we propose two additional optional items (Task 1.3A and Task 3.1).

OPTIONAL Task 1.3A Indoor/Facility Assessment

MIG staff will spend 5-6 hours visiting the District's existing indoor facilities, accompanied by key recreation staff, to identify current uses, opportunities, constraints, and programming needs to support recommendations for indoor facility expansion or improvements. This preliminary investigation applies primarily to the community center building, the senior center, and the aquatics building. Key findings will be incorporated into the summary associated with Task 1.3.

OPTIONAL Task 3.1 Prioritization Questionnaire (Bilingual)

MIG will develop an online prioritization activity in English and Spanish, inviting participants to help identify project priorities by making hypothetical investment choices in various park projects, programming, and different types of improvements. The data collected will help identify the right investment level and priority projects. We will develop and program the activity online, refine it based on one round of District comments, host it for two weeks, and summarize results. District staff will be responsible for converting the survey into a paper version, promoting the online activity, and inputting any hard-copy responses into the online survey software.

Deliverables: Draft and Final Prioritization Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

OPT.1 Trails and Connectivity Plan

As an optional (bid alternate) item, MIG can prepare a trails and connectivity plan. The Trails and Connectivity Plan for the District would identify the existing network of pedestrian and bicycle paths, nature trails, greenways, and linear linkages that connect to parks and popular destinations and recommend opportunities for future trails for recreational use within park facilities, as well as recommend greenway corridors and linkages to areas outside of Camarillo. As part of this task, we would request and evaluate existing inventory and GIS data for Class I trails and nature, jogging, or looped trails in District parks, creating a conceptual plan (map) illustrating an integrated system of pathways to link residents to the outdoors. The task would include identifying stakeholders and encourage cooperative agreements and partnerships with other governmental jurisdictions to support a District-wide trail system. Findings would be integrated into other tasks throughout the planning process.

OPT.2 Maintenance Management Plan and Capital Improvement Plan (CIP)

While our work scope includes a summary of project costs associated with improvements to the park system in the Master Plan, it does not include a full maintenance management plan or

asset lifecycle management plan. In order to complete this bid alternate task, MIG would bring on a subconsultant with this particular expertise. The project scope for the subconsultant would generally include preparing a maintenance management plan with an accompanying CIP for park grounds and facilities maintained by the Pleasant Valley Recreation and Park District. The plan should identify routine and preventative maintenance schedules, asset lifecycle management, and performance measurements. The cost associated with this item is a rough estimate at this time, but a cost estimate can be provided by a subconsultant if this optional item is chosen by the District.



Pleasant Valley Parks District | PARKS AND RECREATION MASTER PLAN

estimated project cost

		MIG, Inc.												Direct Costs	Professional Fees Totals		
		C. Mendoza <i>Principal-in-Charge</i>		G. Sharrow <i>Project Manager</i>		N. Noyola & T. White-LaPierre <i>Engagement and Rec. Programs Specialists</i>		J. Zell <i>Senior Landscape Architect</i>		MIG <i>Project Associates</i>		MIG <i>Project Assistant</i>				MIG Totals	
		Hrs@	\$200	Hrs@	\$190	Hrs@	\$175	Hrs@	\$195	Hrs@	\$125	Hrs@	\$100				
Task 1: State of the System																	
1.1	Project Initiation Meeting	2	\$400	6	\$1,140		\$0		\$0	2	\$250		\$0	10	\$1,790		\$1,790
1.2	GIS Base Map and Inventory		\$0	4	\$760		\$0		\$0	18	\$2,250	14	\$1,400	36	\$4,410		\$4,410
1.3	Park and Facilities Tour, Assessment Tool, and Park Condition Assessment	8	\$1,600	48	\$9,120		\$0	36	\$7,020	60	\$7,500	1	\$100	153	\$25,340	\$600	\$25,940
1.4	Key Leader Interviews		\$0	8	\$1,520	1	\$175		\$0		\$0		\$0	9	\$1,695		\$1,695
1.5	Parks & Recreation Preliminary System Summary	2	\$400	2	\$380		\$0		\$0	8	\$1,000		\$0	12	\$1,780		\$1,780
1.6	Committee Meeting #1		\$0	5	\$950		\$0		\$0	12	\$1,500		\$0	17	\$2,450		\$2,450
1.7	Project Management and Administration	2	\$400	8	\$1,520		\$0		\$0		\$0	4	\$400	14	\$2,320		\$2,320
Subtotal		14	\$2,800	81	\$15,390	1	\$175	36	\$7,020	100	\$12,500	19	\$1,900	251	\$39,785	\$600	\$40,385
Task 2: Needs Assessment																	
2.1	Parks & Recreation Needs Questionnaire	1	\$200	8	\$1,520	4	\$700		\$0	40	\$5,000	8	\$800	61	\$8,220	\$200	\$8,420
2.2	Pop-Up Event Boards and Summary	1	\$200	10	\$1,900	4	\$700		\$0	40	\$5,000		\$0	55	\$7,800	\$1,010	\$8,810
2.3	Community Connections Focus Group Meetings	1	\$200	6	\$1,140	2	\$350		\$0	16	\$2,000		\$0	25	\$3,690		\$3,690
2.4	Parks, Facilities and Programs Needs Assessment	6	\$1,200	40	\$7,600	4	\$700	14	\$2,730	104	\$13,000		\$0	168	\$25,230		\$25,230
2.5	Committee Meeting #2		\$0	10	\$1,900		\$0		\$0	12	\$1,500		\$0	22	\$3,400	\$60	\$3,460
2.6	Project Management and Administration	2	\$400	16	\$3,040		\$0		\$0		\$0	2	\$200	20	\$3,640		\$3,640
Subtotal		11	\$2,200	90	\$17,100	14	\$2,450	14	\$2,730	212	\$26,500	10	\$1,000	351	\$51,980	\$1,270	\$53,250
Task 3: Vision and Recommendations																	
3.1	Prioritization Questionnaire (Optional, See below)																
3.2	Plan Framework	8	\$1,600	23	\$4,370	2	\$350	12	\$2,340	60	\$7,500		\$0	105	\$16,160		\$16,160
3.3	Committee Meeting #3		\$0	10	\$1,900		\$0		\$0	12	\$1,500		\$0	22	\$3,400	\$60	\$3,460
3.4	Project Management and Administration		\$0	10	\$1,900		\$0		\$0		\$0	2	\$200	12	\$2,100		\$2,100
Subtotal		8	\$1,600	43	\$8,170	2	\$350	12	\$2,340	72	\$9,000	2	\$200	139	\$21,660	\$60	\$21,720
Task 4: Plan Development and Implementation																	
4.1	Cost Model, 10-Year Plan, and Funding/Implementation Strategies	3	\$600	10	\$1,900		\$0	12	\$2,340	52	\$6,500		\$0	77	\$11,340		\$11,340
4.2	Administrative Draft, Public Review Draft, and Final Master Plan	10	\$2,000	36	\$6,840		\$0		\$0	60	\$7,500	8	\$800	114	\$17,140		\$17,140
4.3	District Board Meeting		\$0	10	\$1,900		\$0		\$0	16	\$2,000		\$0	26	\$3,900	\$60	\$3,960
4.4	Project Management and Administration		\$0	10	\$1,900		\$0		\$0		\$0	2	\$200	12	\$2,100		\$2,100
Subtotal		13	\$2,600	66	\$12,540	0	\$0	12	\$2,340	128	\$16,000	10	\$1,000	229	\$34,480	\$60	\$34,540
SUBTOTAL		46	\$9,200	280	\$53,200	17	\$2,975	74	\$14,430	512	\$64,000	41	\$4,100	970	\$147,905	\$1,990	\$149,895
5% Markup (Direct Costs/Administrative)																	\$100
TOTAL PROJECT COSTS																	\$149,995

Optional Tasks		
OPT 1	Trails and Connectivity Plan	\$20,000
OPT 2	Maintenance Management Plan & Capital Improvement Plan	\$80,000
1.3A	Indoor/Facility Assessment	\$7,000
3.1	Prioritization Questionnaire	\$6,710

PHASE 1: STATE OF THE SYSTEM

Task 1.1: Project Initiation Meeting

MIG will meet with Pleasant Valley Park District's project manager and District staff team in a virtual conference call to kick off the project. At this kick-off meeting, we will review communication protocols, further define deliverables, and solidify our community engagement plan. This will include identifying the strategies and tools best suited to this effort and outlining a schedule for engagement activities. Prior to the meeting, MIG will prepare a consolidated request for information letter identifying background information and data needs.

Following the meeting, we will provide a revised project schedule further detailing the critical path to completing the Master Plan, which the District can use to post on the District-administered project webpage to keep the public informed of the process and opportunities to be involved.

Deliverables: Project Initiation meeting agenda, request for information letter; revised project schedule (Word/Excel/PDF)

Task 1.2 GIS Base Map and Inventory

MIG assumes the District will provide us ~~an Excel spreadsheet~~ scanned sheets accounting for each park site/facility, park acreage, and major recreation facilities located within each park, based on a Needs Assessment conducted by staff approximately three years ago. (Parks that have amenities such as tables, benches, trash receptacles, parking spaces, etc., should be noted, but exact counts are not necessary.) Using this inventory data, we will crosscheck the classifications of parks and facilities. Using GIS data provided by the District, we will produce one draft district-wide base map (11" x 17") showing existing District parks and major recreation facilities, on an overlay of information including water bodies, roadways, and schools. The draft inventory and base map will be finalized based on one round of consolidated comments from the District.

Deliverables: Draft and final base map (PDF) and inventory (Excel)

Task 1.3 Park and Facilities Tour, Assessment Tool, and Park Condition Assessment

Once a base map and inventory spreadsheet have been completed, MIG will create a Park Evaluation and Assessment Checklist to use in rating District parks' condition. The checklist is designed to consider the condition of the amenity as well as its functionality, accessibility, convenience, and useful life, with an ultimate ranking of good, fair, and poor. MIG will spend one day touring six to eight representative parks, recreation facilities, trails, and public spaces accompanied by District staff, using the draft Park Evaluation and Assessment Checklist.

The tour will provide an opportunity to discuss the strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned development or improvements, maintenance, and the capacity of parks to support new or different recreation opportunities. The District will schedule and coordinate the site tour, ensuring that staff are available to answer questions This task includes an allowance for two MIG staff to visit the remaining City parks, using the Park Evaluation and Assessment Checklist to photograph and score park conditions. This scope does not include an assessment of indoor facilities and buildings (see Optional Task 1.3A). ~~In order to embed District staff background knowledge into this project phase and given budget limitations, we assume District staff will score park conditions, using the assessment tool, for any remaining parks and indoor facilities~~

~~that we do not visit in our one-day tour.~~ We will tabulate all park assessment scores in a site matrix to reflect the general condition of existing parks and facilities- [and summarize key findings in a memo to inform the planning process.](#)

Deliverables: Assessment tool (Word/PDF) and site matrix (Excel/PDF)

Task 1.4 Key Leader Interviews

Up to six one-on-one videoconference interviews will be held early in the planning process with key community leaders to identify opportunities and issues for the Master Plan to address. Participants will be determined in consultation with District staff, who will schedule interviews. The 30-minute interviews will be conducted over a video conference platform such as Zoom and will be scheduled over one to two days. MIG will summarize the findings in a memorandum.

Deliverables: Key Leader Interviews findings memorandum (PDF)

Task 1.5 Parks & Recreation Preliminary System Summary

MIG will review the District's plans, policies, and available data to develop a comprehensive understanding of the policy and regulatory context in which the Master Plan will be developed. This includes, but is not limited to, a review of the 2021–2026 Strategic Plan, 2018 Senior Community Center Needs Assessment, 2022 ADA Transition Plan, 2022 Fee Study and Cost Recovery Policy, 2021 Marketing Plan, 2011 Freedom Park Master Plan, and City of Camarillo General Plan Recreation Element, budgets, and program information. We will review available demographic data and population forecasts. We will prepare a brief summary memo that defines four to six key points for consideration in the Master Plan.

Deliverables: System summary memo (PDF)

Task 1.6 Committee Meeting #1: Orientation & SWOT

MIG will create a PowerPoint for, attend, and facilitate a discussion in conjunction with an existing District Long Range Planning Committee Meeting (or District Board Meeting) to provide an overview of the planning process and discuss with the Board, and community members the strengths, weaknesses, opportunities, and challenges for the park system. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is anticipated to coincide with the Park and Facilities Tour.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 1.7 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 2: NEEDS AND OPPORTUNITIES

Task 2.1 Park and Recreation Questionnaire

Based on the initial review of existing conditions, Key Leader Interviews, discussions with

District staff, and input from the Board/Committee, MIG will develop a Parks and Recreation Questionnaire. The questionnaire will be designed to gather feedback from the community on recreation and park needs, including park use and desired improvements. We will draft questions, revise them based on one set of comments from District staff, translate questions into Spanish, program the questionnaire online, and provide a link to the District for web posting and distribution. We will host the questionnaire for four to five weeks. ~~District staff will be responsible for converting~~ MIG will convert the survey into a paper version, ~~promoting the online activity,~~ and inputting ~~any~~ hard-copy responses into the online survey software, with an assumption of no more than 100 paper copy responses.

Deliverables: Draft and Final Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

Task 2.2 Questionnaire Pop-Up Event Boards and Summary

To ensure wider participation from a cross section of the community, MIG will design a set of four to five display boards that adapt several key questions from the questionnaire. ~~District staff~~ MIG will ~~then~~ print and use these boards to facilitate two interactive “pop-up events” to collect feedback at existing community festivals and events, at recreation facilities, and in high-traffic locations to provide an option for community members who may not choose to fill out the questionnaire to share their ideas. ~~We will provide a data upload form for staff to use to~~ MIG will tabulate ~~and transmit the~~ findings. After the events, we will summarize findings together in one memo. Note: If desired, District staff and/or Commissioners may print and use the boards to host additional pop-up events in the same timeframe, tabulate the data, and provide results to MIG to incorporate in a consolidated summary memo.

Deliverables: Display boards (PDF); data upload form; memo summary of pop-up feedback (Word/PDF)

Task 2.3 Community Connections

MIG will dig deeper into the needs of key groups, facilitating two to three focus group discussions with 10–12 representatives of distinct community needs, including recreation user groups, specific demographic groups, the business community, or others as defined in consultation with the District. We will develop focus group questions, facilitate the one- to two-hour discussions via videoconference, and following the meetings, summarize results. Preliminarily, we recommend the following groups: youth, sports providers, and/or a community panel with liaisons to underrepresented groups and CBOs.

Deliverables: Memo summary of community connections feedback (Word/PDF)

Task 2.4 Parks, Facilities, and Programs Needs Assessment

MIG will develop a customized assessment of needs, drawing from the community engagement process, a technical assessment of service gaps and opportunities, and an assessment of recreation and program trends. Renovation needs for existing parks will be noted based on Phase 1 Condition Assessment data. Gap areas will be evaluated to identify “opportunities” to address service needs, including vacant lands, potential joint use sites, underutilized open space and corridors, capacity to reprogram existing parks, mobile recreation options, public-private partnerships, and innovative small-scale solutions. In addition, as part of this task, we will complete a review of current parkland dedication criteria held in conjunction with the City of Camarillo and County and associated level of service standards for parks and facilities. As part of this task, we will also summarize current marketing efforts used to share and promote

information on District plans, events, projects, and programs, and identify opportunities, strengths, and weaknesses of current public-private partnerships, volunteer opportunities, and Foundation development. The Needs Assessment Brief will be revised and finalized based on one round of consolidated comments from the District.

Deliverables: Admin Draft and Final Needs Assessment brief (Word/PDF)

Task 2.5 Committee Meeting #2

MIG staff will facilitate a brainstorming charrette with the Long Range Planning Committee (or District Board) to discuss the implications of needs assessment findings for park system recommendations. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final Committee/Board meeting presentation (PPT/PDF)

Task 2.6 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the Project Leadership Team (PLT) to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 3: VISION AND RECOMMENDATIONS

Optional Task 3.1 (See end of scope for optional tasks) ~~Task 3.1 Prioritization Questionnaire (Bilingual)~~

~~MIG will develop an online prioritization activity in English and Spanish, inviting participants to help identify project priorities by making hypothetical investment choices in various park projects, programming, and different types of improvements. The data collected will help identify the right investment level and priority projects. We will develop and program the activity online, refine it based on one round of District comments, host it for two weeks, and summarize results. District staff will be responsible for converting the survey into a paper version, promoting the online activity, and inputting any hard-copy responses into the online survey software.~~

~~*Deliverables:* Draft and Final Prioritization Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)~~

Task 3.2 Plan Framework

Building on the analyses and community input in the above tasks, MIG will create a draft plan framework. This framework will include recommendations for park classifications and priorities for modifications to existing and proposed new facilities and parks based on existing conditions, public feedback, analysis, and professional expertise. Desired level of service, potential priority projects, and recommended maintenance service levels will be included in this document, along with recommendations regarding the District's brand strategy going forward. We will facilitate a discussion with District staff (over Zoom) to review the draft framework. Based on the discussion, we will revise and refine the draft framework.

Deliverables: Draft and final plan framework and review meeting agenda (Word/PDF)

Task 3.3 Committee/Board Meeting #3

MIG will present the revised Plan Framework at a Long Range Planning Committee meeting (or District Board meeting) to solicit feedback from District Board/Committee members and through public comment. The purpose of the meeting is to obtain clear feedback on priority park improvements, programming, and the right investment level for priority projects. ~~(Based on MIG will provide a PowerPoint presentation for the meeting and revise it based on one set of consolidated comments provided by District staff. on the draft presentation, we will create the final presentation.)~~ This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 3.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 4: PLAN DEVELOPMENT AND IMPLEMENTATION

Task 4.1 Cost Model, 10-Year Plan, and Funding/ Implementation Strategies

MIG will create a capital projects list and cost model (Excel spreadsheet) to summarize a 10-year Plan for growth. This includes identifying the planning-level costs for recommended capital projects, along with facility lifecycle replacement costs and maintenance costs for each project. The model will incorporate regionally based park improvement cost data based on our extensive experience in managing park construction projects locally (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations/staffing costs). Instead of a static snapshot in time, this model will be designed to serve as a tool that can be adapted for inflation for subsequent staff use in annual capital improvement planning and budgeting. We will provide a draft cost model and revise it based on one round of edits from District staff. In addition, MIG will identify potential funding strategies, strategic partnerships with other public and private entities, and departmental staffing needs to implement the plan. This information will be incorporated into the Draft Master Plan.

Deliverables: Draft and final cost model and funding/ operations strategy recommendations (Excel/Word/ PDF)

Task 4.2 Administrative Draft #1, #2, Public Review Draft, and Final Master Plan

Prior to developing the Master Plan, MIG will create an outline for District staff review and buy-in on plan content. We will create a full Administrative Draft Parks and Recreation Master Plan formatted as an attractive, easy-to-read document for internal review. This scope and budget assumes two rounds of review on the Administrative Draft Master Plan. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan #1, we will create the Administrative Draft Master Plan #2. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan #2, we will create the Public Review Draft

[Master Plan](#), providing web- and print-ready PDF files to the District for posting and distribution. We will create an online form for the public to provide feedback on the draft Master Plan. Following adoption by the District Board, this task also includes an allowance for minor revisions as directed by the District Board and delivery of the final Master Plan (including source files) to the District.

Deliverables: Admin Draft and Final Parks and Recreation Master Plan (Word/PDF)

Task 4.3 District Meeting: Plan Review

MIG will present the Public Draft Plan at a District Board regular meeting for review, discussion, adoption. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, MIG will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 4.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

OPTIONAL TASKS AND PROJECT ENHANCEMENTS

The District included two optional items in the RFP, presented here as options to add these services to the project.

OPTIONAL Task 1.3A Indoor/Facility Assessment

MIG staff will spend 5-6 hours visiting the District's existing indoor facilities, accompanied by key recreation staff, to identify current uses, opportunities, constraints, and programming needs to support recommendations for indoor facility expansion or improvements. This preliminary investigation applies primarily to the community center building, the senior center, and the aquatics building. Key findings will be incorporated into the summary associated with Task 1.3.

OPTIONAL Task 3.1 Prioritization Questionnaire (Bilingual)

MIG will develop an online prioritization activity in English and Spanish, inviting participants to help identify project priorities by making hypothetical investment choices in various park projects, programming, and different types of improvements. The data collected will help identify the right investment level and priority projects. We will develop and program the activity online, refine it based on one round of District comments, host it for two weeks, and summarize results. District staff will be responsible for converting the survey into a paper version, promoting the online activity, and inputting any hard-copy responses into the online survey software.

Deliverables: Draft and Final Prioritization Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

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MIG OPTIONAL SCOPE REVISIONS



Pleasant Valley Parks District | PARKS AND RECREATION MASTER PLAN
 e s t i m a t e d p r o j e c t c o s t (SCOPE REVISION OPTION)

		MIG, Inc.												MIG Totals	Direct Costs	Professional Fees Totals	
		C. Mendoza Principal-in-Charge		G. Sharrow Project Manager		yola & T. White-Laf Engagement and Rec. Programs SpecialistS		J. Zell Senior Landscape Architect		MIG Project Associates		MIG Project Assistant					
		Hrs@	\$200	Hrs@	\$190	Hrs@	\$175	Hrs@	\$195	Hrs@	\$125	Hrs@	\$100				
Task 1: State of the System																	
1.1	Project Initiation Meeting	2	\$400	6	\$1,140		\$0		\$0	2	\$250		\$0	10	\$1,790		\$1,790
1.2	GIS Base Map and Inventory		\$0	4	\$760		\$0		\$0	18	\$2,250	14	\$1,400	36	\$4,410		\$4,410
1.3	Park and Facilities Tour, Assessment Tool, and Park Condition Assessment	8	\$1,600	48	\$9,120		\$0	36	\$7,020	60	\$7,500	1	\$100	153	\$25,340	\$600	\$25,940
1.4	Key Leader Interviews		\$0	8	\$1,520	1	\$175		\$0		\$0		\$0	9	\$1,695		\$1,695
1.5	Parks & Recreation Preliminary System Summary	2	\$400	2	\$380		\$0		\$0	8	\$1,000		\$0	12	\$1,780		\$1,780
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1.7	Project Management and Administration	2	\$400	8	\$1,520		\$0		\$0		\$0	4	\$400	14	\$2,320		\$2,320
Subtotal		14	\$2,800	81	\$15,390	1	\$175	36	\$7,020	100	\$12,500	19	\$1,900	251	\$39,785	\$600	\$40,385
Task 2: Needs Assessment																	
2.1	Parks & Recreation Needs Questionnaire	1	\$200	8	\$1,520	4	\$700		\$0	40	\$5,000	8	\$800	61	\$8,220	\$200	\$8,420
2.2	Pop-Up Event Boards and Summary	1	\$200	10	\$1,900	4	\$700		\$0	40	\$5,000		\$0	55	\$7,800	\$1,010	\$8,810
2.3	Community Connections Focus Group Meetings	1	\$200	6	\$1,140	2	\$350		\$0	16	\$2,000		\$0	25	\$3,690		\$3,690
2.4	Parks, Facilities and Programs Needs Assessment	6	\$1,200	40	\$7,600	4	\$700	14	\$2,730	104	\$13,000		\$0	168	\$25,230		\$25,230
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2.6	Project Management and Administration	2	\$400	16	\$3,040		\$0		\$0		\$0	2	\$200	20	\$3,640		\$3,640
Subtotal		11	\$2,200	90	\$17,100	14	\$2,450	14	\$2,730	212	\$26,500	10	\$1,000	351	\$51,980	\$1,270	\$53,250
Task 3: Vision and Recommendations																	
3.1	Prioritization Questionnaire (Optional, See below)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
3.2	Plan Framework	8	\$1,600	23	\$4,370	2	\$350	12	\$2,340	60	\$7,500		\$0	105	\$16,160		\$16,160
3.3	Committee Meeting #3		\$0	10	\$1,900		\$0		\$0	12	\$1,500		\$0	22	\$3,400	\$60	\$3,460
3.4	Project Management and Administration		\$0	10	\$1,900		\$0		\$0		\$0	2	\$200	12	\$2,100		\$2,100
Subtotal		8	\$1,600	43	\$8,170	2	\$350	12	\$2,340	72	\$9,000	2	\$200	139	\$21,660	\$60	\$21,720
Task 4: Plan Development and Implementation																	
4.1	Cost Model, 10-Year Plan, and Funding/Implementation Strategies	3	\$600	10	\$1,900		\$0	12	\$2,340	52	\$6,500		\$0	77	\$11,340		\$11,340
4.2	Administrative Draft, Public Review Draft, and Final Master Plan	10	\$2,000	36	\$6,840		\$0		\$0	60	\$7,500	8	\$800	114	\$17,140		\$17,140
4.3	District Board Meeting		\$0	10	\$1,900		\$0		\$0	16	\$2,000		\$0	26	\$3,900	\$60	\$3,960
4.4	Project Management and Administration		\$0	10	\$1,900		\$0		\$0		\$0	2	\$200	12	\$2,100		\$2,100
Subtotal		13	\$2,600	66	\$12,540	0	\$0	12	\$2,340	128	\$16,000	10	\$1,000	229	\$34,480	\$60	\$34,540
SUBTOTAL		46	\$9,200	280	\$53,200	17	\$2,975	74	\$14,430	512	\$64,000	41	\$4,100	970	\$147,905	\$1,990	\$149,895
5% Markup (Direct Costs/Administrative)																	\$100
TOTAL PROJECT COSTS																	\$149,995
Optional Tasks																	
OPT 1	Trails and Connectivity Plan		\$20,000														
OPT 2	Maintenance Management Plan & Capital Improvement Plan		\$80,000														
1.3A	Indoor/Facility Assessment		\$7,000														
3.1	Prioritization Questionnaire		\$6,710														



PLEASANT VALLEY RECREATION AND PARK DISTRICT

Comprehensive Parks and Recreation Master Plan

Proposal | May 10, 2024



537 S. Raymond Avenue | Pasadena, CA 91105
(626) 744-9872 | www.migcom.com



May 10, 2024

537 S. Raymond Avenue
Pasadena, CA 91105
(626) 744-9872
www.migcom.com

Jessica A. Puckett, CPRE, Administrative Analyst
Pleasant Valley Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010

RE: Proposal for Pleasant Valley Recreation and Park District Comprehensive Parks and Recreation Master Plan

CALIFORNIA
BERKELEY, FULLERTON,
LOS ANGELES, PASADENA,
RIVERSIDE, SACRAMENTO,
SAN DIEGO, SAN JOSE,
AND SONOMA

COLORADO
DENVER

NEW YORK
BROOKLYN

OREGON
PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

Dear Ms. Puckett and Selection Committee Members:

Great parks and recreation systems are vital to healthy, equitable, resilient communities. The Pleasant Valley Recreation and Park District recognizes this, as do we at MIG. The Comprehensive Parks and Recreation Master Plan represents a key implementation measure of the District’s 2021–2026 Strategic Plan. The Comprehensive Parks and Recreation Master Plan will provide insight into existing needs and identify a path forward for investment.

For over 40 years, MIG has helped cities across California and the nation provide the high-quality parks, community centers, trails, and recreation programs that residents need and deserve. With nearby offices in Fullerton, Pasadena, Riverside, and Los Angeles, our multidisciplinary parks and recreation team brings local knowledge plus national expertise in creating community-driven park plans. Our in-house staff includes planners, landscape architects, engagement specialists, social scientists, GIS experts, and biologists, among many other disciplines. Together, we bring the tools, skills, and expertise to deliver sound strategies to enhance your park and recreation system.

The project will be led by Cindy Mendoza, MIG Principal and Director of Parks and Recreation Planning. Her extensive park planning experience and leadership skills will ensure the Master Plan meets all the requirements of this RFP. Working from our Pasadena office, MIG Director of Planning Services Genevieve Sharrow will serve as Project Manager and be the day-to-day contact person for the project. In support of their project work and ability to complete the project, I am authorized to represent MIG in contractual agreements.

Our team is invested in creating a sustainable and vibrant future for the Pleasant Valley Recreation and Park District. If you have any questions about our proposal, please contact either Cindy Mendoza (cindym@migcom.com; 510-845-7549, ext. 2100) or Genevieve Sharrow (genevieves@migcom.com; 626-744-9872, ext. 3110). They look forward to talking to you further about this project.

Sincerely,

Christopher J. Beynon
Vice President & Chief Development Officer



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Description and Qualifications of the Firm

About MIG

Moore Iacofano Goltsman, Incorporated (MIG), is a CA Corporation owned entirely by its corporate officers. MIG is headquartered in Berkeley, California, with offices in Fullerton, Los Angeles, Pasadena, Riverside, Sacramento, San Diego, San José, and Sonoma; Denver, CO; Portland, OR; San Antonio, TX; Seattle, WA; and Brooklyn, NY. MIG incorporated on April 5, 1990.

MIG improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; re-imagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For over four decades, MIG has worked with public, private, and nonprofit agencies and their constituents throughout the United States to effectively address any issue on the planning and design spectrum related to parks and recreation—concept to construction, strategic plan to master plan, historic preservation to open space conservation, sustainability to feasibility, and everything in between.

Our dedicated staff has the background and experience to scope and implement projects that enable people to actively participate in making decisions that impact their access to and use of parks, open space, and recreation resources.





The depth of our expertise encompasses the full range of assessment, analysis, outreach, design, and planning methods/skills required to help communities create and responsibly manage available resources—ensuring the right balance in the amount, size, types, and locations of park land, recreation amenities, and services for each community now and in the future. The breadth of our experience is unparalleled—from regional open space and trails to community and neighborhood parks to recreation centers and youth programs.

AREAS OF EXPERTISE

- » Park and Recreation Master Planning
- » Needs Analysis and Level of Service Assessment
- » Asset Condition Evaluations
- » Demographic and Trends Analysis
- » Visioning and Goal Setting
- » Operations and Maintenance Analysis
- » Recreation Program and Service Planning
- » GIS Data Analysis
- » Landscape Architecture and Park Design
- » Standards, Guidelines, and Policy Development
- » Community Outreach and Participation
- » Meeting Facilitation and Graphic Recording
- » ADA Assessments and Transition Plans
- » Digital Outreach and Surveys
- » Park Access and Equity
- » Capital and Operations Costing
- » Funding and Partnership Strategies

Methods for Collaboration

MIG takes a team approach to park planning, directly collaborating with District staff, stakeholders including elected officials, and community members to ensure the project runs smoothly. Our engagement process offers an opportunity to build public, stakeholder, and partner support and momentum, strengthened by involving these groups in decision-making to create a sense of shared ownership in plan goals. The process is built on multiple styles of outreach to engage key groups, while encouraging as many people to be involved in the planning process as possible.

We design our outreach process to “reach people where they are”—with multilingual facilitation and information; pop-up events at local parks, farmers' markets, and community gatherings; and in-person and virtual engagement.

We involve key stakeholders and take advantage of existing social networks. MIG knows that residents are more likely to respond if asked to participate by someone they know and trust. We also know that liaisons are critical to involving traditionally underrepresented groups. For this reason, we propose an approach that includes focus groups with local leaders of sports leagues, social clubs and organizations, racial and ethnic groups, various interest groups, schools, business groups, etc.

We make it easy and fun for people to participate. Through activities such as mobile-friendly online questionnaires and game-like prioritization challenges, community members and stakeholders can share their thoughts while at the park, at home, visiting the library, or even at school.

Experience with Similar Projects

MIG has completed hundreds of master plans for parks, recreation facilities, trails, and open space. This table shows selected MIG park system master plans and illustrates our depth of experience in working with a variety of communities to address planning issues such as sustainability, inclusion, equity, environmental stewardship, preservation, and cultural character.

MIG PARKS AND RECREATION PLANNING PROJECTS

	Inventory & Analysis	Needs Assessment	Recommendations & Policies	CIP, Funding & Implementation	Recreation Programs & Services	Maintenance & Operations	Public Engagement	Advisory Group Coordination	Sustainability & Environmental Stewardship	Equity & Inclusion	Accessibility & Park Access	Preservation & Cultural Character
Apple Valley Parks and Recreation Master Plan (CPRS Award)	●	●	●	●	●	●	●	●	●	●	●	●
Bakersfield Recreation and Parks Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Burlingame Parks Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Campbell Park and Recreation Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Corona Parks and Recreation Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Cupertino Parks and Recreation System Plan	●	●	●	●	●	●	●	●	●	●	●	●
Hercules Parks and Recreation Facilities Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Irvine Parks, Facilities, and Playground Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Lakewood Parks, Recreation, & Community Services Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Morgan Hill Bikeways, Trails, Parks, & Recreation Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Mountain House Parks, Recreation, and Leisure Plan	●	●	●	●	●	●	●	●	●	●	●	●
Palo Alto Parks, Trails, Open Space, and Recreation Plan	●	●	●	●	●	●	●	●	●	●	●	●
Paramount Parks and Recreation Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Port Hueneme Parks and Recreation Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Sacramento Parks Plan 2040	●	●	●	●	●	●	●	●	●	●	●	●
Santa Ana Parks Master Plan	●	●	●	●	●	●	●	●	●	●	●	●
Santa Monica Parks and Recreation Needs Assessment	●	●	●	●	●	●	●	●	●	●	●	●
South Lake Tahoe Parks, Trails, and Facilities Plan	●	●	●	●	●	●	●	●	●	●	●	●
Westminster Parks and Recreation Facilities Plan	●	●	●	●	●	●	●	●	●	●	●	●
Yucca Valley Parks and Recreation Plan Update	●	●	●	●	●	●	●	●	●	●	●	●
Bend Park and Recreation District Comprehensive Plan, OR	●	●	●	●	●	●	●	●	●	●	●	●
Gresham Parks and Recreation, Trails, and Natural Areas Master Plan, OR (ORPA Vision, Insight, Planning Award)	●	●	●	●	●	●	●	●	●	●	●	●
Lake Oswego Parks Plan, OR	●	●	●	●	●	●	●	●	●	●	●	●
McMinnville Parks, Recreation, and Open Space Master Plan, OR	●	●	●	●	●	●	●	●	●	●	●	●
Medford Parks, Recreation, and Leisure Plan Update, OR	●	●	●	●	●	●	●	●	●	●	●	●
Tigard Parks and Recreation Master Plan, OR	●	●	●	●	●	●	●	●	●	●	●	●
Tualatin Parks and Recreation Master Plan, OR (ORPA Award)	●	●	●	●	●	●	●	●	●	●	●	●
West Linn Parks, Recreation, and Open Space Master Plan, OR	●	●	●	●	●	●	●	●	●	●	●	●
Monroe Parks, Recreation, and Open Space Plan, WA	●	●	●	●	●	●	●	●	●	●	●	●
Pasco Parks and Recreation Master Plan, WA	●	●	●	●	●	●	●	●	●	●	●	●
Renton Parks, Recreation, Open Space, and Natural Resources Plan, WA (WA State Governor's Smart Communities Award)	●	●	●	●	●	●	●	●	●	●	●	●
Shoreline Plan for Parks, Recreation, and Cultural Services, WA	●	●	●	●	●	●	●	●	●	●	●	●
Tukwila Parks, Recreation, and Open Space Plan, WA	●	●	●	●	●	●	●	●	●	●	●	●
Hyland Hills Parks and Recreation Master Plan, CO	●	●	●	●	●	●	●	●	●	●	●	●
Longmont Parks, Recreation, and Trails Master Plan, CO	●	●	●	●	●	●	●	●	●	●	●	●
Loveland Parks, Recreation, and Open Lands Plan, CO	●	●	●	●	●	●	●	●	●	●	●	●
Northglenn Parks and Recreation Master Plan, CO	●	●	●	●	●	●	●	●	●	●	●	●
Addison Parks, Recreation, and Open Space Plan, TX	●	●	●	●	●	●	●	●	●	●	●	●
Amarillo Parks and Recreation Master Plan, TX	●	●	●	●	●	●	●	●	●	●	●	●
San Antonio Parks System Master Plan, TX	●	●	●	●	●	●	●	●	●	●	●	●

MIG Experience in Parks and Recreation Planning

MIG brings over 40 years of experience in planning for park and recreation systems across California and much of the nation. Not shown is our added expertise and experience in park design and master planning, sports facility planning and design, the development of Parks & Open Space Elements for General Plans, cultural landscape planning for state and national parks, play area design, ADA evaluations for park systems, green infrastructure, river and environmental planning for open space areas, and equity-based planning and design.



CALIFORNIA

- | | | |
|---------------|--------------------|------------------|
| Anaheim | El Cerrito | Port Hueneme |
| Apple Valley | El Dorado County | Rancho Cordova |
| Arcata | El Dorado Hills | Redwood City |
| Bakersfield | Elk Grove | Sacramento |
| Baldwin Park | Emeryville | San Francisco |
| Big Bear Lake | Golden Gate | San Jose |
| Burlingame | Hercules | Santa Ana |
| Campbell | Irvine | Santa Monica |
| Corona | Kern County | Shasta County |
| Cupertino | Lakewood | Sonoma County |
| Danville | Lancaster | South Gate |
| El Cajon | Livingston | South Lake Tahoe |
| | Los Angeles | Stockton |
| | Los Angeles County | Sunnyvale |
| | Marysville | Tracy |
| | Merced | Twentynine Palms |
| | Moraga | Vacaville |
| | Morgan Hill | Wasco |
| | Mountain House | Westminster |
| | Napa | Yucca Valley |
| | Orange County | Yuma County |
| | Palo Alto | |



USA

- | | |
|------------|--------------|
| California | New York |
| Colorado | Oregon |
| Idaho | Pennsylvania |
| Indiana | Texas |
| Kansas | Utah |
| Montana | Washington |
| Nevada | Wyoming |



Accessibility

With built improvements in the public realm valued at over \$2 billion, MIG is committed to making our communities more inclusive, accessible, and welcoming for all. Our projects are pioneering in their aspirations and impact—from green stormwater infrastructure systems delivering triple-bottom line performance to ADA retrofits allowing access with dignity and safety to art and aesthetic public realm features promoting social cohesion and interaction.

As a nationally-recognized leader in universal design, MIG incorporates accessibility and universal design concepts into every project. From environmental and urban design to community outreach and engagement, MIG has experience in the planning and design of environments that integrate people with and without disabilities. We are experts in the most current regulations including ADA Standards for Accessible Design, Federal PROWAG, CA-MUTCD, and California Title 24 requirements and consistently apply principles and practices for creating inclusive environments and spaces.

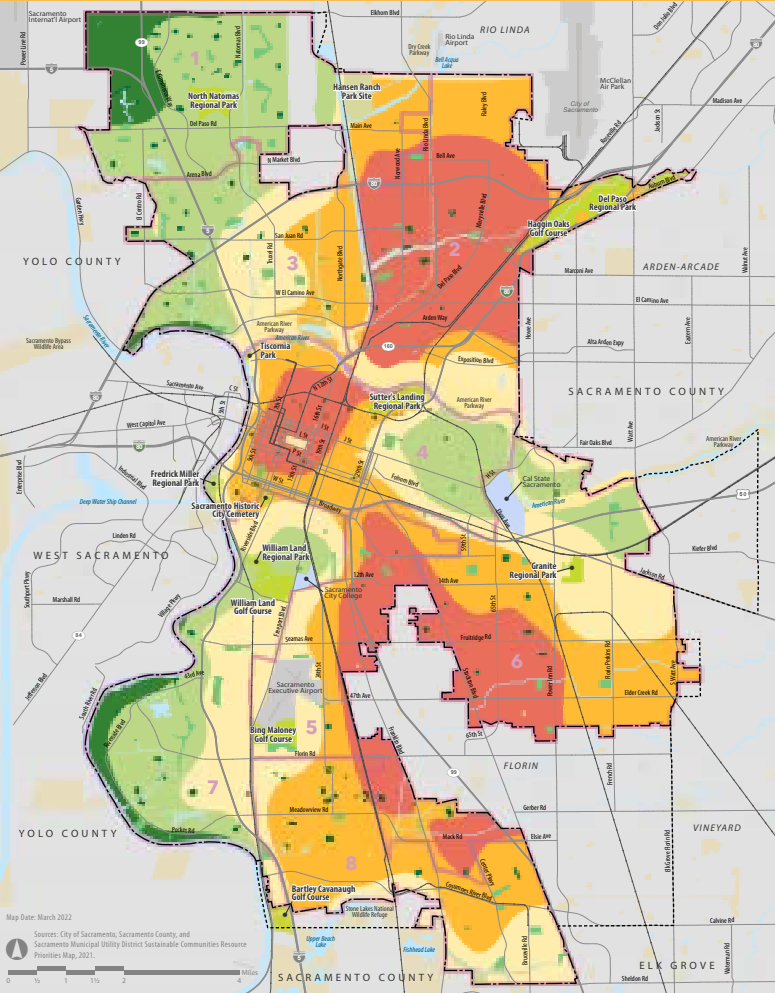
MIG has developed universal design standards, policy frameworks, and ADA transition plans for the U.S. Army Corps of Engineers, the General Services Administration, Microsoft, and cities and public agencies throughout North America. We helped establish ADA Guidelines for outdoor environments and wrote and published the books *Streets Reconsidered: Inclusive Design for the Public Realm* and *The Inclusive City: Design Solutions for Buildings, Neighborhoods, and Urban Spaces*, an approach that extends beyond playground design to nearly any type of built environment.

Innovative and Creative Approaches to Address Challenges

MIG works to address local issues, reinvigorate communities, and plan for the future consistent with a community’s vision. The foundation of our work is the local context and community. We ask critical questions of the people who live and work in the community, and we use that input—balanced with data and our best-practices experience—to craft creative, implementable plans. Because of this, we are poised to address challenges as they evolve in the project. For example, we understand the importance of ensuring advisory bodies are involved throughout the process and have incorporated check-ins with the Board (or Long Range Planning Committee) at key touch points in our scope. This, coupled with our innovative engagement approach, which asks the community the right questions that will provide meaningful input directly into the plan, creates a process that becomes supportable and supported by both the community and decision-makers.

DIGITAL ENGAGEMENT

MIG is highly skilled in facilitating in a virtual setting using various videoconferencing platforms including Zoom, WebEx, Gotomeetings, and others. MIG designs virtual meetings to achieve participation and engagement objectives and recommend the appropriate tools for the meeting. We work with a wide variety of platforms to communicate virtually with clients and community members.



Map 4

Vulnerable Population



Public Engagement Strategies

MIG is known for effectively communicating complex issues to key stakeholders, agency staff, and the public, enabling them to actively participate in policy, planning, and design processes and make informed decisions that impact every aspect of their lives. We design and implement multilevel community engagement processes and social marketing efforts aimed at increasing public understanding and participation in park planning processes.

The depth of our expertise encompasses outreach and engagement in every form—in-person, written, visual, and electronic—combined with exceptional skills in facilitation and consensus building. MIG has designed and led outreach and education programs encompassing large festivals, pop-up events, tactical urbanism, walking tours, and speaker’s bureaus. We have experience working with elected officials, community leaders, business representatives, and other stakeholders to assess potential issues and opportunities that can shape the community engagement process. Using videoconferencing and companion applications, our virtual meetings engage all participants and include features that promote problem-solving, collaboration, and decision-making.

Our award-winning strategic communications and graphic design team creates and produces materials and media that not only please the eye, but also leave a lasting impression across all formats: print, internet, and video. Our approach is based on a thorough understanding of multiple objectives and needs; efficiency and accuracy in information gathering and sharing; and creativity and innovation in communications and collaboration.

GIS ANALYSIS AND MAPPING

MIG has the technical and analytical capability to perform a variety of GIS analyses, including park and trail access, gaps and equity analyses; site suitability analysis; data collection and conversion; database creation; and natural resource mapping. We have extensive experience using the ArcGIS family of software products and have an in-depth knowledge of ArcMap, Spatial Analyst, and 3D Analyst.

We maintain an extensive database of up-to-date geospatial information. MIG incorporates GIS mapping and analysis into all of the services we provide. We analyze GIS data for baseline studies and alternatives analysis. We prepare small maps for documents and reports and large-scale maps for use in our public participation efforts.

INNOVATIVE PUBLIC ENGAGEMENT TOOLS

MIG has a proven record of developing effective public engagement tools that encourage stakeholder and community involvement and provide education for all parties to make informed decisions regarding parks planning issues. We tailor our engagement activities to the needs of the communities and stakeholders we are trying to reach. For example, in the Town of Ferndale, where many residents do not use smart phones and internet coverage is spotty, we leveraged paper- and in-person based outreach methods. In Half Moon Bay, we created a highly graphic set of cards to play Lotería, a hallmark Mexican game similar to bingo, in order to conduct an educational campaign on climate resilience with Latino/x community members. In Sacramento, we launched an art contest to engage young people in envisioning the future of parks in their neighborhoods. These are just a few examples of how we get to know a community and craft inspiring and culturally relevant engagement activities.

Our outreach approach enables the community to contribute ideas, solutions, and strategies for addressing issues, which results in supported and successful projects. MIG employs a myriad of approaches to gain valuable input in the planning process based on the District's needs. Our approach is “high tech and high touch.” Our public engagement specialists utilize numerous tools and methods to prioritize options and build consensus. We use all types of digital platforms to customized interactive games that we create in-house.

Our meetings with stakeholders, advisory committees, decision-makers, and/or the public are often facilitated with a graphic recording approach whereby the input from the meeting participants is graphically noted on large wall-sized paper or through online in-meeting collaboration/interactive note taking such as *Mural*. These allow real-time broad visualization of comments and how they relate to one another. These graphics illustrate the key ideas, considerations, connections, and priorities that can often lead to group consensus with skilled facilitation.

We also conduct in-person and online interviews and stakeholder meetings to target and garner input from key individuals and user groups that have a particular interest in the project. For large city- or district-wide projects or studies, we use written, online, and phone surveys to gauge community concerns and desires associated with a proposed project. We often participate in community intercept events, fairs, farmers markets, and neighborhood gatherings hosting a table, booth, or exhibit easels to solicit input from the active and effected community. Our context-driven community engagement includes sensitivity to the local community and neighborhood culture. Where appropriate, MIG utilizes in-house and subconsultant language capabilities to address the needs of non-English-speaking communities.



Staffing

Team Introduction

MIG is proud to present an experienced and highly qualified team to provide comprehensive parks and recreation master planning services for the Pleasant Valley Recreation and Park District. Our team members identified in the organizational chart on the following page have been selected for their strong qualifications and their passion for this project. MIG's management team of Cindy Mendoza and Genevieve Sharrow will be supported by a group of professionals who each bring specific technical expertise with relevance to the District's parks system and issues.

PROJECT MANAGEMENT

Principal and Director of Parks and Recreation **Cindy Mendoza, CPRP**, leads MIG's firmwide parks and recreation planning practice. For more than 25 years, she has worked with cities, districts, counties, and nonprofits to achieve vibrant, sustainable parks and parks systems. A recognized expert in parks and recreation planning, Cindy has led or supported more than 50 similar parks master planning projects throughout California, the Pacific Northwest, and the country, and is an active member of the National Recreation and Park Association and California Park and Recreation Society, frequently presenting at their annual conferences. As Principal-in-Charge, Cindy will provide overarching project direction and content leadership. She will also ensure contract compliance and the quality of all deliverables.

Project Manager and Director of Planning Services **Genevieve Sharrow** is a highly versatile planner and project manager who has worked with diverse communities throughout California to craft implementable and supported long range plans and policies. As a project manager, her parks planning experience includes parks needs assessments and master plans for nearby City of Port Hueneme and the cities of Santa Monica, Corona, and Yucca Valley.

Genevieve will coordinate day-to-day project communications, manage the development of deliverables, and ensure the Master Plan is completed on time and on budget.

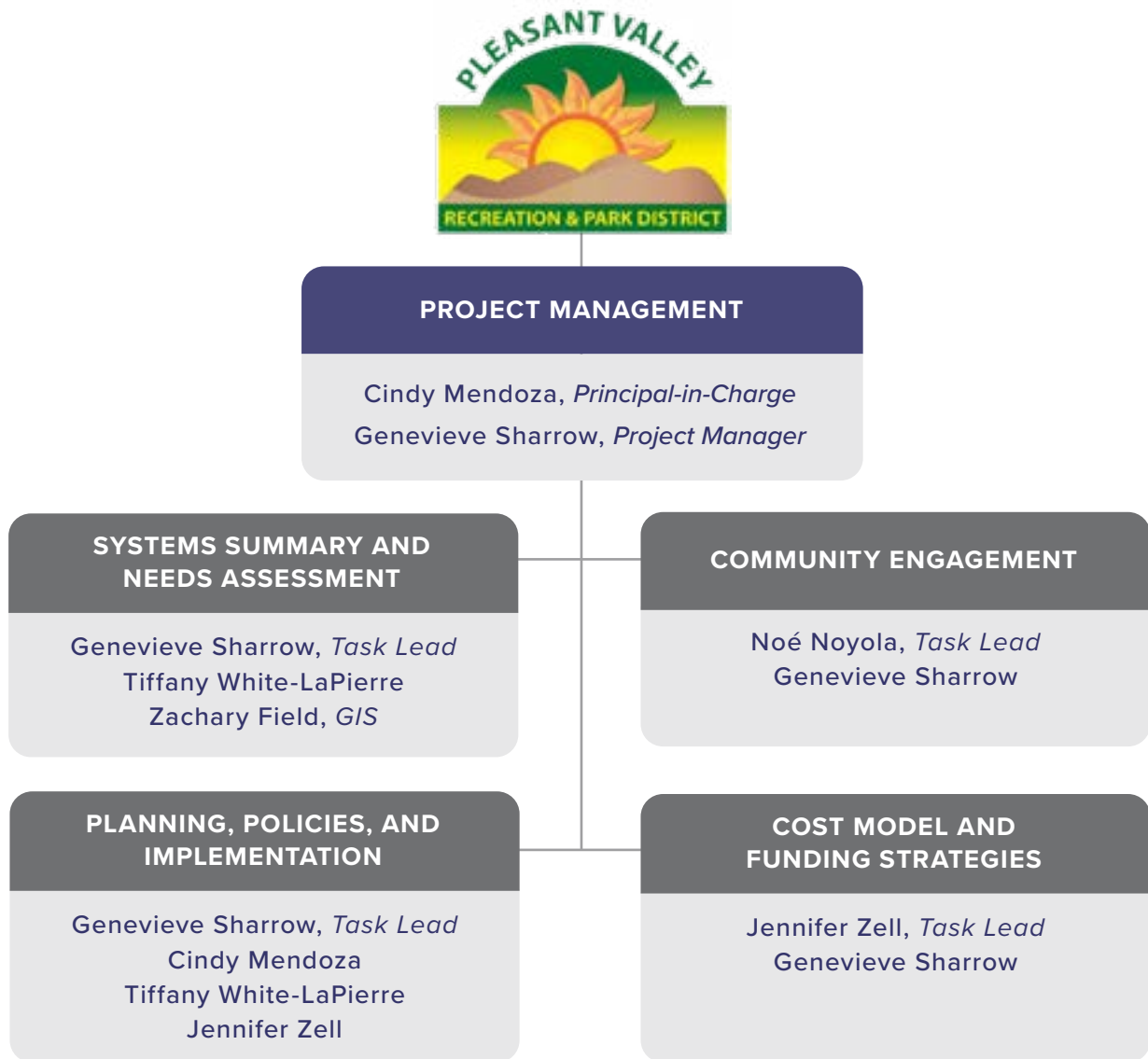
TECHNICAL SUPPORT

Recreation Programs Planner **Tiffany White-LaPierre, EdD, CPRE**, is a regional and national leader in parks and recreation programs and planning. With over two decades of hands-on experience, she offers insight into the daily challenges of public agencies charged with managing and maintaining facilities and programs for all ages and abilities with limited resources. Notable experience includes parks and recreation master plans for the cities of Corona, Lakewood, Paramount, Sacramento, and Campbell.

Engagement Specialist **Noé Noyola** is a creative communicator and facilitator who offers a cultural competency, fluency in Spanish, and mastery of process and meeting facilitation that ensures an open and balanced exchange of information and ideas paving the way for collective decision-making and positive outcomes. Notable engagement and facilitation experience includes parks and recreation plans for the cities of Port Hueneme, Hercules, Bakersfield, Sacramento, and Campbell, as well as the Oxnard Campus Park Design and Los Angeles County Parks Needs Assessment Plus.

Senior Landscape Architect **Jennifer Zell, PLA**, brings over two decades of experience producing innovative, sustainable, and regenerative design solutions for public parks and open spaces. She has provided cost models for a wide range of parks and recreation programming that include the Port Hueneme Parks and Recreation Master Plan; Earvin "Magic" Johnson Park and Mission Canyon Trailhead in Los Angeles; Johnny Carson Park Revitalization in Burbank; Playhouse Village Park in Pasadena; and Stoneview Nature Center in Culver City.

Organizational Chart



GIS and Trail Specialist **Zachary Field, AICP, GISP**, brings his parks planning and GIS expertise to pioneer the development of new tools, systems and processes to evaluate parks and facilities, conduct network-based 10-minute walk analyses, compare diverse demographics to park distribution and service gaps, and recommend park enhancements based on market characteristics. Notable projects include parks and recreation master plans for the cities of Corona, Hercules, Bakersfield, Lakewood, and Sacramento, CA.

RESUMES

Detailed resumes, including qualifications and relevant experience, for all key personnel are provided in the Appendix of this proposal.

Staff Availability and Commitment

Our proposed key personnel have immediate availability and are committed to the project for its duration. MIG acknowledges the District must approve changes to key personnel committed to work on the project subsequent to award of contract.

References

Project References and Examples

MIG's key relevant project examples from the last five years are provided on the following pages. We invite you to contact the clients identified below regarding our ability to deliver park and recreation planning services and engage and facilitate diverse staff and stakeholders in these efforts.

CITY OF PORT HUENEME

Port Hueneme Parks, Recreation, and Community Services Master Plan (\$125,000)

Anna Hanely, Community Services and Recreation Program Manager
550 Park Avenue, Port Hueneme, CA 93041
(805) 986-6677 | ahanely@cityofporthueneme.org

CITY OF CORONA

Corona Parks and Recreation Master Plan (\$300,000)

Donna Finch, Interim Community Services Director
400 South Vicentia Avenue, Corona, CA 92882
(951) 279-3780 | Donna.Finch@coronaca.gov

CITY OF HERCULES

Hercules Parks and Recreation Facilities Master Plan (\$205,000)

Christopher Roke, Parks and Recreation Director
2001 Refugio Valley Road, Hercules, CA 94547
(510) 799-8228 | croke@herculesca.gov



I am very happy to report that the Corona Parks and Recreation Master Plan was adopted by the City Council last night. It has been a long road to get here, and it took a true team effort to get this plan across the finish line. I am very proud of the plan we created to help guide the future of our parks system, and I want to thank all of you for a job well done!

Genevieve and Cindy, it has been an absolute pleasure working with both of you. Your team has shown the utmost professionalism throughout this entire process and produced an outstanding plan that we will be proud to implement for the next 10 years. I hope I get a chance to work with you again in the future."

—Donna Finch, Interim Community Services Director, City of Corona





Port Hueneme Parks, Recreation, and Community Services Master Plan

The City of Port Hueneme hired MIG to update to its 2003 Parks, Recreation, and Community Services Master Plan, kicking off the project in January 2020. Port Hueneme, known as “the friendly city by the sea,” is a small beach community with history rooted in maritime commerce and naval uses. Surrounded by the City of Oxnard, Port Hueneme is land-locked and built out. Within its 4.5 square miles, the city is home to just over 22,000 people. Its park system consists of 104 acres of park land that includes four parks, a small community center, and the 60-acre Hueneme Beach.

MIG designed a community outreach program while scoping the project in Fall 2019, taking into consideration the City’s young population, predominantly of Hispanic or Latino origin (58 percent) with lower incomes than in Ventura County as a whole. Broad community outreach was set to kick-off in mid-March 2020, just prior to stay-at-home orders being put in place. MIG pivoted the engagement plan to move to a fully online format, something the City had never done, dropping the planned in-park pop-up activities and focusing efforts on a ready-to-launch Maptionnaire survey with social media messages to publicize the survey and drop-in “Help” hours for nervous technology users needing help with the platform. MIG also added a follow-up focus group with potential partners via Zoom and designed an online visual preference survey that attracted broad participation.

MIG’s approach to the master plan focused on how to maximize existing parkland, make use of on-street connections to expand recreation and wellness opportunities, and explore ways to deepen partnerships with schools and the Boys & Girls Club. Recommendations responded to the community’s key themes: Embrace the Beach; Be Savvy with Our Parks and Funding; Ensure Long-term Maintenance; Make Parks Accessible and Engaging; and Foster Health and Wellness.

PROJECT DETAILS

Location: Port Hueneme, CA

Status: Adopted

Population: 21,407

Owner: City of Port Hueneme

Owner Contact:
Anna Hanely
Community Services and
Recreation Program Manager
(805) 986-6677
ahanely@cityofporthueneme.org

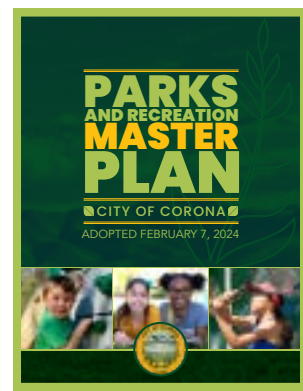
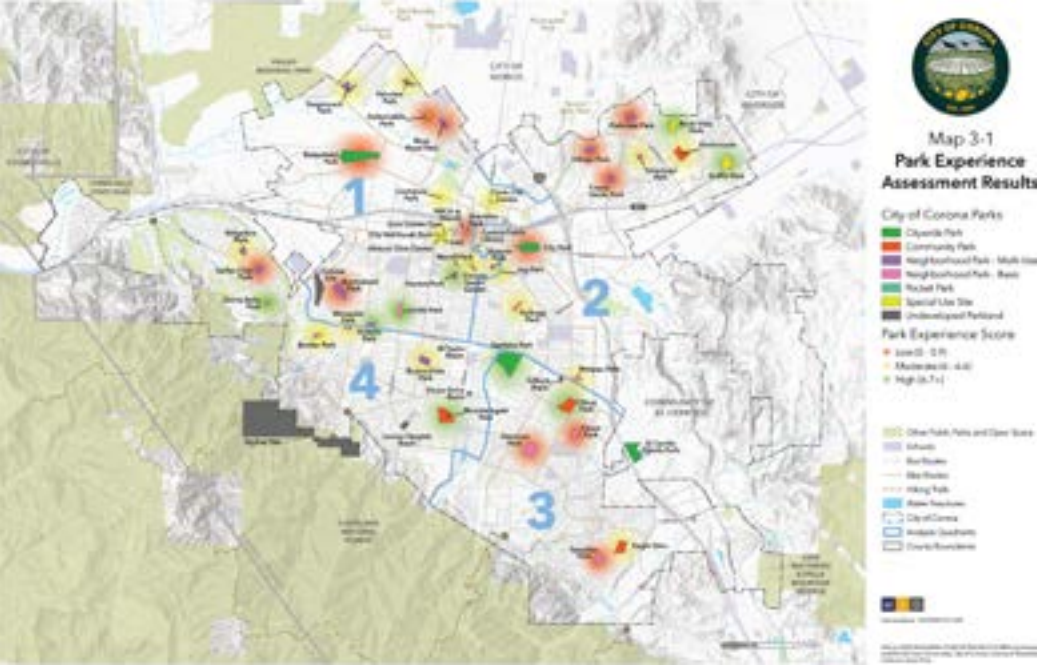
Duration: 2019 – 2021

Cost: \$125,000

MIG Contact:
Genevieve Sharrow

Key Team Members:
Genevieve Sharrow,
Noé Noyola, Jenni Zell (MIG);
The Creative Group and
Mariana Lopez Interpretation
(Subconsultants)

View the Master Plan Online:
<https://www.ci.port-hueneme.ca.us/1260/Hueneme-Parks-Recreation-Master-Plan>



Corona Parks and Recreation Master Plan

Since adoption of its 1989 Parks and Recreation Master Plan, the City of Corona has experienced significant shifts in demographics, development, and economics that have placed complex and growing demands on the City’s park system. Fundamentally, needs have outpaced funding, creating a backlog of deferred maintenance projects and necessary prioritization of funding for parks and programs over the next 10 years.

More than 2,300 residents, Commissioners, City Council, partners, stakeholders, and City staff members shared their insights and comments to help formulate the 2024 Parks and Recreation Master Plan. QR codes were installed in each park, linking to online questionnaires throughout the project. The QR codes will remain in parks so visitors can provide feedback to the City on park-specific issues for the long term.

Using a community-driven vision to renew park infrastructure and ensure all residents have access to the vital benefits of parks, the analysis focused on bringing equity to all four quadrants of the city. New park classifications were identified, with basic amenities associated with each classification. The parks inventory was reviewed against the classification amenities to identify where certain parks were lacking. The 2024 Parks and Recreation Master Plan introduces a planning framework that will guide the City in decision-making with a clear investment strategy for addressing deferred maintenance and identifying key capital improvements to prioritize, as well as a financial sustainability policy to guide recreation and programming decisions moving forward.

PROJECT DETAILS

Location: Corona, CA

Status: Adopted

Population: 159,567

Owner: City of Corona

Owner Contact:
 Donna Finch, Interim Community Services Director I (951) 279-3780
 Donna.Finch@coronaca.gov

Duration: 2022 – 2024

Cost: \$300,000

MIG Contact: Genevieve Sharrow

Key Team Members:
 Cindy Mendoza, Genevieve Sharrow, Tiffany White-LaPierre, Zachary Field (MIG); 110% and Jayne Miller Consulting (Subconsultants)

View the Master Plan Online:
<https://www.parksandrec.coronaca.gov/parksrecmasterplan>



Hercules Parks and Recreation Facilities Master Plan

Situated along the shores of San Pablo Bay, the City of Hercules effectively merges new urbanist planning with a commitment to preserving its natural environment. It has invested in the protection and development of parks, open space, and trails. However, repair, replacement, and operational needs have outpaced its financial and staff resources.

The City hired MIG to evaluate the condition and accessibility of its parks and trails, while identifying community priorities for both indoor and outdoor recreation. MIG created a customized Esri-based tool to inventory, photograph, and evaluate park quality, maintenance levels, and facility conditions across the city. With GIS attributes for all park amenities, MIG mapped park deficiencies and facility replacement needs. A separate ADA barrier assessment documented opportunities to improve facility access.

Simultaneously, MIG and City staff hosted a series of pop-up engagement activities, in-person open houses, a virtual community workshop, a needs questionnaire, and a prioritization survey to solicit public input from a diverse community that is 73% non-white, with high expectations for community services. MIG facilitated a series of Steering Committee Meetings to identify the right level of service for parks and trails, while protecting 10 times that acreage as natural open space.

Together, the technical analyses and community engagement data were used to create detailed illustratives of recommended projects for every existing park site, as well as guidance on new park development. It also recommended enhancements to existing recreation centers, youth centers, a senior center, and swimming pool. The result is the City’s first Parks and Recreation Facilities Master Plan, which will help Hercules balance its investment in improving existing parks and facilities, while providing the new parks and trails to serve residential growth and redevelopment along the waterfront. The Plan is anticipated to be adopted in February of 2024.

PROJECT DETAILS

Location: Hercules, CA

Status: Ongoing

Population: 25,920

Owner: City of Hercules

Owner Contact:
Christopher Roke, Parks and Recreation Director
(510) 799-8228
croke@herculesca.gov

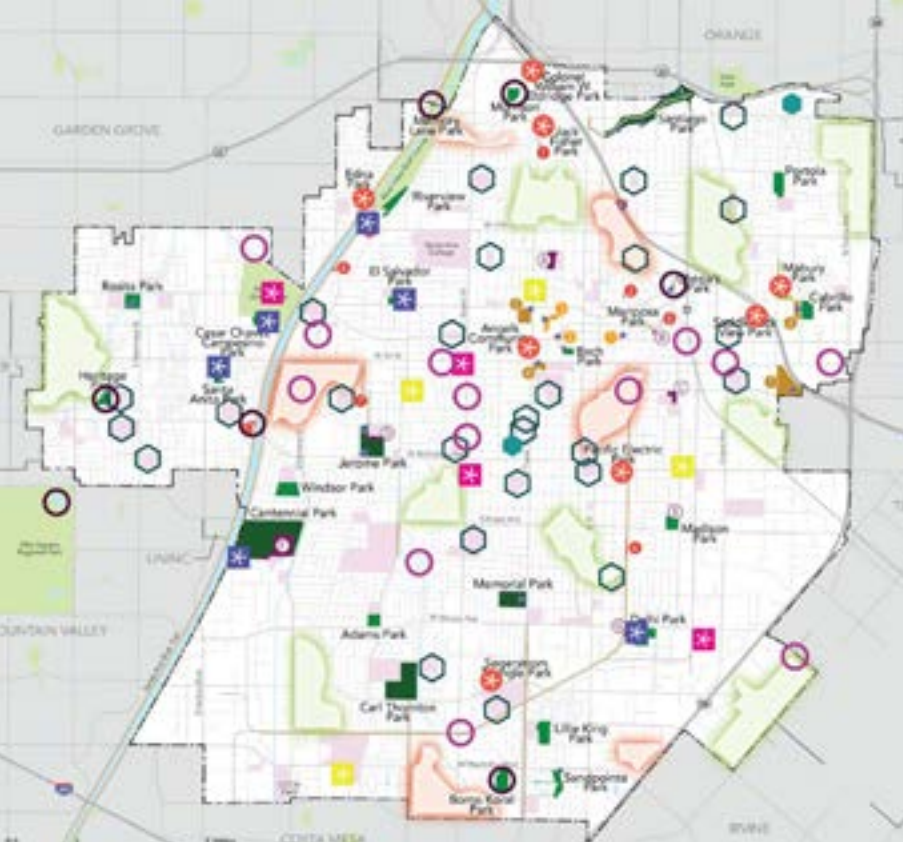
Duration: 2022 – Ongoing

Cost: \$205,000

MIG Contact:
Rachel Edmonds

Key Team Members:
Cindy Mendoza, Rachel Edmonds, Noé Noyola, Zachary Field (MIG); Ballard King & Associates (Subconsultant)

View the Master Plan Online:
<https://hercules-ca.civilspace.io/en/projects/parks-and-recreation-facilities-master-plan>



MAP 6-1: INTERVENTIONS TO INCREASE ACCESS TO PARKS AND TRAILS

- | | | |
|--|---|--|
| <p>Joint-Use School Sites</p> <ul style="list-style-type: none"> ① Willett Intermediate School ② Carlsbad Elementary School ③ Rossmore Middle / Elementary School ④ Morse Hill Elementary School ⑤ Madison Elementary School ⑥ Dallas High School ⑦ Monroe Elementary School | <p>Park Facilities</p> <ul style="list-style-type: none"> ① Leafy Veg / Organic Herb Garden ② Beach Park ③ Little Street Triangle Park ④ Sunway Triangle Habitat Restoration ⑤ Willette Triangle Park ⑥ Major and Occidental Soccer Park ⑦ Hensley Park ⑧ Carlsbad Soccer Park | <p>Special Use Parks</p> <ul style="list-style-type: none"> ① Play Cafe/Cooler ② Soccer Park ③ Use Center <p>Special Use Facilities</p> <ul style="list-style-type: none"> ① Santa Ana Social Premier Park ② Santa Ana Stadium ③ Cal State Tennis Center ④ West/Markham Tennis Center |
| <p>Legend</p> <ul style="list-style-type: none"> Community Parks Neighborhood Parks Special Use Parks Trail Corridor Major Recreation Facility | <p>Joint-Use School Sites</p> <ul style="list-style-type: none"> Joint-Use School Sites Joint-Use School Sites Joint-Use School Sites Joint-Use School Sites Joint-Use School Sites Joint-Use School Sites Joint-Use School Sites | <p>Joint-Use School Sites</p> <ul style="list-style-type: none"> Parks and Facilities Provided by Others Major Facility - Proposed Ball Leagues/Field City of Santa Ana Surrounding Cities and Unincorporated Areas Surface Interpretation |

Santa Ana Parks Master Plan

For decades, Santa Ana parks were underfunded, leaving many parks with aging, worn amenities and other areas without any greenspace at all. Community groups and residents—including lower income and culturally diverse families in the central city—demanded improvements.

The City of Santa Ana hired MIG to create its first Parks Master Plan for parks, facilities, trails, programs, and open space. Initiated during the pandemic while updating the Open Space Element of the General Plan, the master plan process brought together residents and members of the City Council, Boards, Commissions, community-based organizations, neighborhood groups, and traditionally underrepresented cultural and socio-economic groups. MIG facilitated a prioritization discussion that was cross-checked through a park equity and access analysis that identified the characteristics of park-deficient and park-poor areas. MIG also mapped out trail opportunities to improve community walkability and access to the Santa Ana River.

The new capital improvement and operations plan, plus recommendations for impact fees and other funding, positioned City staff to leverage Proposition 68 funds, Cannabis Public Benefit funds, and other City resources to acquire, develop, and improve its parks. The rapid opening of two new parks, the City's first dog park and universal playground, six new splash pads, and trail and park security lighting showed the City's responsiveness in providing equitable and inclusive recreation opportunities for all.

PROJECT DETAILS

Location: Santa Ana, CA

Status: Adopted

Population: 308,189

Owner: City of Santa Ana

Owner Contact:
Suzi Furjanic, Associate Park and Landscape Planner | (714) 571-4241
sfurjanic@santa-ana.org

Duration: 2020 – 2022

Cost: \$205,570

MIG Contact: Cindy Mendoza

Key Team Members: Rick Barrett, Cindy Mendoza, Oscar Johnson, Ryan Mottau, Lauren Scott (MIG); EPS, Lazar Translation, Mariana Lopez Interpretation (Subconsultants)

View the Master Plan Online:
<https://www.santa-ana.org/parks-master-plan/>

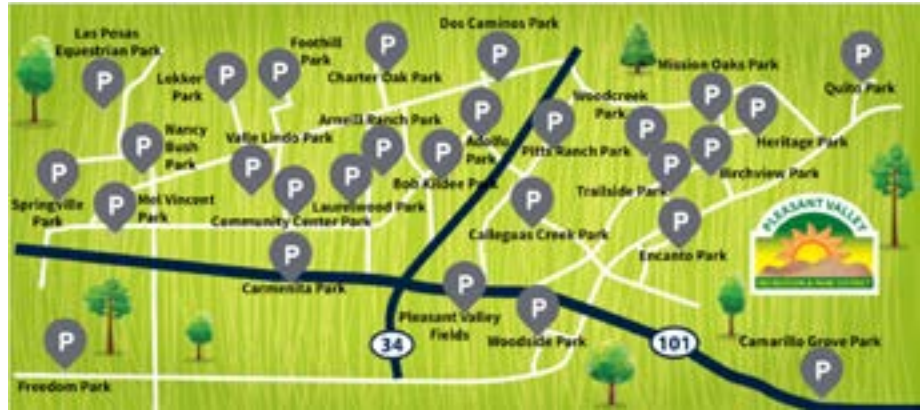
Scope of Work

Understanding

The Pleasant Valley Recreation and Park District is a full-service provider of parks, facilities, trails, open space, programs, and events for a diverse community. Formed in 1962 prior to the incorporation of the City of Camarillo, the District includes the City of Camarillo and surrounding unincorporated County areas (over 45 square miles). The District oversees 28 parks and a variety of recreation facilities, including an aquatic center, a senior center, sports courts and fields, play equipment, picnic facilities, and a nature center, among others. The District's first master plan was adopted in 1975 and updated in 1990. Separately, the City of Camarillo adopted a Recreation Element to their General Plan in 2006.

The District's 2021–2026 Strategic Plan identified a number of individual studies, programs, and plans to further its mission and goals, including completion of a Comprehensive Parks and Recreation Master Plan (Master Plan). The Master Plan will create a road map for upgrades, expansions, and potential additions to the District's parks system to meet current and future community needs for parks and recreation.

The District has completed a significant amount of forward-thinking planning over the past five years. The Master Plan will provide the District with a strategic investment plan that can be used to guide decision-making over the next 10 years. Our work plan is tailored to be efficient and action-oriented, supported by a series of analysis tools. We will identify, based on community feedback, the highest priorities for change within the system. The Comprehensive Parks and Recreation Master Plan will be a clear, concise plan, giving the District prioritized direction for future investment and implementation.



Work Plan

MIG proposes a four-phased approach for the Pleasant Valley Parks and Recreation Master Plan. Public engagement activities are built into each phase to deliver a prioritized community-driven master plan.

Phase 1: State of the System. This phase will define existing conditions, describe the planning context, and assess existing parks.

Phase 2: Needs Assessment. In this phase, we will incorporate best practices and trends to identify what is missing/needed to support a well-rounded and adaptable park and recreation system.

Phase 3: Vision and Recommendations. Goal setting is an important component of this phase, including established priority projects and services for the Pleasant Valley Park District.

Phase 4: Plan Development and Implementation. The final phase puts the previous analysis and input into motion, identifying an action plan, funding strategies, and recommendations for successful implementation.



MIG has led many successful projects that require outreach, consensus building, and support from diverse and even conflicting groups with interests that range from business/development to environmental protection. We know that traditional community meetings only reach a limited audience, and statistically valid surveys do not allow all interested parties to participate. For this reason, MIG designs processes to go where people are (community events, online, in parks), to recruit key stakeholders, potential partners, proponents, and opponents, and give them a voice and sense of ownership in the success of the plan. We start each project by identifying the audiences we need to reach and adjusting our tools to meet the needs and expectations of each population. This reduces protests and ensures that groups are on board with recommendations when the plan is ready for adoption.

Based on our experience, MIG preliminarily recommends the following engagement methods for the Pleasant Valley Park District Master Plan process:

- » **Interviews with key leaders** in the community.
- » **Focus group meetings** with key interest groups to identify and understand potentially competing interests.
- » An **online questionnaire to assess parks and recreation needs**, which will be formulated to be accessible to a broad spectrum of the community.
- » **Interactive boards** prepared by MIG for District staff to bring to pop-up events and activities to extend the reach of the online questionnaire.
- » An **online questionnaire to assess priorities** for funding different types of projects.



- » Open public meetings with the **District Board Long Range Planning Committee (LRPC) and/or District Board** as a whole to provide guidance at three key project milestones. These existing public meetings provide a cost-effective way to ensure community input throughout the process. Meeting invites should be distributed widely to community members to encourage participation.

PHASE 1: STATE OF THE SYSTEM

Task 1.1: Project Initiation Meeting

MIG will meet with Pleasant Valley Park District's project manager and District staff team in a virtual conference call to kick off the project. At this kick-off meeting, we will review communication protocols, further define deliverables, and solidify our community engagement plan. This will include identifying the strategies and tools best suited to this effort and outlining a schedule for engagement activities. Prior to the meeting, MIG will prepare a consolidated request for information letter identifying background information and data needs. Following the meeting, we will provide a revised project schedule further detailing the critical path to completing the Master Plan, which the District can use to post on the District-administered project webpage to keep the public informed of the process and opportunities to be involved.

Deliverables: Project Initiation meeting agenda, request for information letter; revised project schedule (Word/Excel/PDF)

Task 1.2 GIS Base Map and Inventory

MIG assumes the District will provide us an Excel spreadsheet accounting for each park site/facility, park acreage, and major recreation facilities located within each park. (Parks that have amenities such as tables, benches, trash receptacles, parking spaces, etc., should be noted, but exact counts are not necessary.) Using this inventory data, we will cross-check the classifications of parks and facilities. Using GIS data provided by the District, we will produce one draft district-wide base map (11" x 17") showing existing District parks and major recreation facilities, on an overlay of information including water bodies, roadways, and schools. The draft inventory and base map will be finalized based on one round of consolidated comments from the District.

Deliverables: Draft and final base map (PDF) and inventory (Excel)

Task 1.3 Park and Facilities Tour, Assessment Tool, and Park Condition Assessment

Once a base map and inventory spreadsheet have been completed, MIG will create a Park Evaluation and Assessment Checklist to use in rating District parks' condition. The checklist is designed to consider the condition of the amenity as well as its functionality, accessibility, convenience, and useful life, with an ultimate ranking of good, fair, and poor.

MIG will spend one day touring six to eight representative parks, recreation facilities, trails, and public spaces accompanied by District staff, using the draft Park Evaluation and Assessment Checklist. The tour will provide an opportunity to discuss the strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned development or improvements, maintenance, and the capacity of parks to support new or different recreation opportunities. The District will schedule and coordinate the site tour, ensuring that staff are available to answer questions. In order to embed District staff background knowledge into this project phase and given budget limitations, we assume District staff will score park conditions, using the assessment tool, for any remaining parks and indoor facilities that we do not visit in our one-day tour. We will tabulate all park assessment scores in a site matrix to reflect the general condition of existing parks and facilities.

Deliverables: Assessment tool (Word/PDF) and site matrix (Excel/PDF)

Task 1.4 Key Leader Interviews

Up to six one-on-one videoconference interviews will be held early in the planning process with key community leaders to identify opportunities and issues for the Master Plan to address. Participants will be determined in consultation with District staff, who will schedule interviews. The 30-minute interviews will be conducted over a video conference platform such as Zoom and will be scheduled over one to two days. MIG will summarize the findings in a memorandum.

Deliverables: Key Leader Interviews findings memorandum (PDF)

Task 1.5 Parks & Recreation Preliminary System Summary

MIG will review the District’s plans, policies, and available data to develop a comprehensive understanding of the policy and regulatory context in which the Master Plan will be developed. This includes, but is not limited to, a review of the 2021–2026 Strategic Plan, 2018 Senior Community Center Needs Assessment, 2022 ADA Transition Plan, 2022 Fee Study and Cost Recovery Policy, 2021 Marketing Plan, 2011 Freedom Park Master Plan, and City of Camarillo General Plan Recreation Element, budgets, and program information. We will review available demographic data and population forecasts. We will prepare a brief summary memo that defines four to six key points for consideration in the Master Plan.

Deliverables: System summary memo (PDF)

Task 1.6 Committee Meeting #1: Orientation & SWOT

MIG will create a PowerPoint for, attend, and facilitate a discussion in conjunction with an existing District Long Range Planning Committee Meeting (or District Board Meeting) to provide an overview of the planning process and discuss with the Board, and community members the strengths, weaknesses, opportunities, and challenges for the park system. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is anticipated to coincide with the Park and Facilities Tour.

Bakersfield Recreation & Parks Master Plan
The Recreation & Parks Master Plan is a long-range plan that will help guide the City's investment strategy for enhancements to parks, facilities, trails, open space, programs, and events over the next 10 years.

What is your vision for the future of parks in Bakersfield?
Let us know by completing our online survey. Visit the following URL, or scan the QR code below with the camera app on a smartphone device to share your thoughts about the future of Bakersfield parks and recreational facilities!
Visit: <https://bit.ly/MyWishforBakersfieldParks>

Scan QR code, share your thoughts!

We would like to hear your ideas!

Timeline

Phase	Timeline
Phase 1: PARKS EVALUATION	Late Winter 2021 - Early Spring 2022
Phase 2: COMMUNITY NEEDS	Early Spring - Late Summer 2022
Phase 3: PRIORITY PROJECTS & RECOMMENDATIONS	Late Summer - Late Fall 2022
Phase 4: IMPLEMENTATION	Early Winter 2022 - Early Spring 2023

Bakersfield Recreation & Parks Master Plan
Did you know the City has...

- 61 Parks & Parkways
- 2 Skateparks
- 66 Picnic Shelters
- 27.9 Miles of bike paths
- 5 Dog Parks
- 16 Sports Fields
- 182,289 Pool Visits
- 42 Basketball Courts
- 225,065 Sports Participants
- 90 Playgrounds
- 65,180 Attendees at Special Events

600.4 Acres

For more information, please visit our website: bakersfieldcity.us/ParkPlan OR Scan the following QR code:

Source: 2019 Bakersfield Participation Data and 2022 Park Inventory

Questions? Please call or email the Recreation & Parks Department: (861) 326-3866 or parkstplan@bakersfield.us

Deliverables: Draft and final meeting presentation (PPT/PDF)

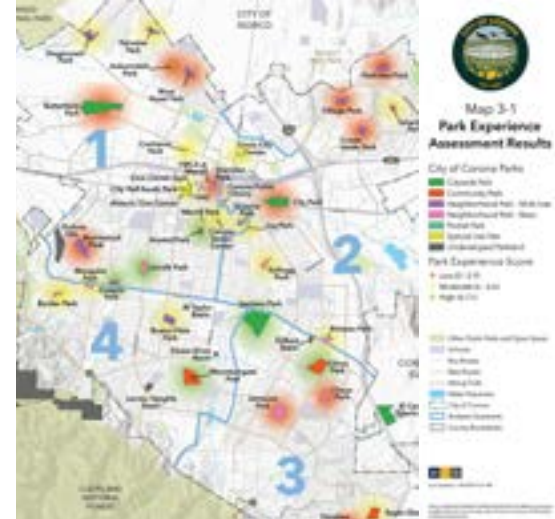
Task 1.7 Project Management and Administration

This task includes biweekly one-hour conference calls with the District’s project manager to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 2: NEEDS AND OPPORTUNITIES

Task 2.1 Park and Recreation Questionnaire

Based on the initial review of existing conditions, Key Leader Interviews, discussions with District staff, and input from the Board/Committee, MIG will develop a Parks and Recreation Questionnaire. The questionnaire will be designed to gather feedback from the community on recreation and park needs, including park use and desired improvements. We will draft questions, revise them based on one set of comments from District staff, translate questions into Spanish, program the questionnaire online, and provide a link to the District for web posting and distribution. We will host the questionnaire for four to five weeks. District staff will be responsible for converting the survey into a paper version, promoting the online activity, and inputting any hard-copy responses into the online survey software.



Deliverables: Draft and Final Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

Task 2.2 Questionnaire Pop-Up Event Boards and Summary

To ensure wider participation from a cross section of the community, MIG will design a set of four to five display boards that adapt several key questions from the questionnaire. District staff will then print and use these boards to facilitate interactive “pop-up events” to collect feedback at existing community festivals and events, at recreation facilities, and in high-traffic locations to provide an option for community members who may not choose to fill out the questionnaire to share their ideas. We will provide a data upload form for staff to use to tabulate and transmit findings. After the events, we will summarize findings together in one memo.

Deliverables: Display boards (PDF); data upload form; memo summary of pop-up feedback (Word/PDF)

Task 2.3 Community Connections

MIG will dig deeper into the needs of key groups, facilitating two to three focus group discussions with 10–12 representatives of distinct community needs, including recreation user groups, specific demographic groups, the business community, or others as defined in consultation with the District. We will develop focus group questions, facilitate the one- to two-hour discussions via videoconference, and following the meetings, summarize results. Preliminarily, we recommend the following groups: youth, sports providers, and/or a community panel with liaisons to underrepresented groups and CBOs.

Deliverables: Memo summary of community connections feedback (Word/PDF)

Task 2.4 Parks, Facilities, and Programs Needs Assessment

MIG will develop a customized assessment of needs, drawing from the community engagement process, a technical assessment of service gaps and opportunities, and an assessment of recreation and program trends. Renovation needs for existing parks will be noted based on Phase 1 Condition Assessment data. Gap areas will be evaluated to identify “opportunities” to address service needs, including vacant lands, potential joint use sites, underutilized open space and corridors, capacity to reprogram existing parks, mobile recreation options, public-private partnerships, and innovative small-scale solutions. In addition, as part of this task, we will complete a review of current parkland dedication criteria held in conjunction with the City of Camarillo and County and associated level of service standards for parks and facilities. As part of this task, we will also summarize current marketing efforts used to share and promote information on District plans, events, projects, and programs, and identify opportunities, strengths, and weaknesses of current public-private partnerships, volunteer opportunities, and Foundation development. The Needs Assessment Brief will be revised and finalized based on one round of consolidated comments from the District.

Deliverables: Admin Draft and Final Needs Assessment brief (Word/PDF)

Task 2.7 Committee Meeting #2

MIG staff will facilitate a brainstorming charrette with the Long Range Planning Committee (or District Board) to discuss the implications of needs assessment findings for park system recommendations. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final Committee/Board meeting presentation (PPT/PDF)

Task 2.8 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the Project Leadership Team (PLT) to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 3: VISION AND RECOMMENDATIONS

Task 3.1 Prioritization Questionnaire (Bilingual)

MIG will develop an online prioritization activity in English and Spanish, inviting participants to help identify project priorities by making hypothetical investment choices in various park projects, programming, and different types of improvements. The data collected will help identify the right investment level and priority projects. We will develop and program the activity online, refine it based on one round of District comments, host it for two weeks, and summarize results. District staff will be responsible for converting the survey into a paper version, promoting the online activity, and inputting any hard-copy responses into the online survey software.

Deliverables: Draft and Final Prioritization Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

Task 3.2 Plan Framework

Building on the analyses and community input in the above tasks, MIG will create a draft plan framework. This framework will include recommendations for park classifications and priorities for modifications to existing and proposed new facilities and parks based on existing conditions, public feedback, analysis, and professional expertise. Desired level of service, potential priority projects, and recommended maintenance service levels will be included in this document, along with recommendations regarding the District's brand strategy going forward. We will facilitate a discussion with District staff (over Zoom) to review the draft framework. Based on the discussion, we will revise and refine the draft framework.

Deliverables: Draft and final plan framework and review meeting agenda (Word/PDF)

Task 3.3 Committee/Board Meeting #3

MIG will present the revised Plan Framework at a Long Range Planning Committee meeting (or District Board meeting) to solicit feedback from District Board/Committee members and through public comment. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 3.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 4: PLAN DEVELOPMENT AND IMPLEMENTATION

Task 4.1 Cost Model, 10-Year Plan, and Funding/Implementation Strategies

MIG will create a capital projects list and cost model (Excel spreadsheet) to summarize a 10-year Plan for growth. This includes identifying the planning-level costs for recommended capital projects, along with facility lifecycle replacement costs and maintenance costs for each project. The model will incorporate regionally based park improvement cost data based on our extensive experience in managing park construction projects locally (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations/staffing costs). Instead of a static snapshot in time, this model will be designed to serve as a tool that can be adapted for inflation for subsequent staff use in annual capital improvement planning and budgeting. We will provide a draft cost model and revise it based on one round of edits from District staff.

In addition, MIG will identify potential funding strategies, strategic partnerships with other public and private entities, and departmental staffing needs to implement the plan. This information will be incorporated into the Draft Master Plan.

Deliverables: Draft and final cost model and funding/operations strategy recommendations (Excel/Word/PDF)

Task 4.3 Administrative Draft, Public Review Draft, and Final Master Plan

Prior to developing the Master Plan, MIG will create an outline for District staff review and buy-in on plan content. We will create a full Administrative Draft Parks and Recreation Master Plan formatted as an attractive, easy-to-read document for internal review. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan, we will create the Draft Master Plan, providing web- and print-ready PDF files to the District for posting and distribution. We will create an online form for the public to provide feedback on the draft Master Plan. Following adoption by the District Board, this task also includes an allowance for minor revisions as directed by the District Board and delivery of the final Master Plan (including source files) to the District.



Deliverables: Admin Draft and Final Parks and Recreation Master Plan (Word/PDF)

Task 4.4 District Meeting: Plan Review

MIG will present the Public Draft Plan at a District Board regular meeting for review, discussion, adoption. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, MIG will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 4.5 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

OPTIONAL TASKS AND PROJECT ENHANCEMENTS

The District included two optional items in the RFP, presented here as options to add these services to the project.



OPT.1 Trails and Connectivity Plan

As an optional (bid alternate) item, MIG can prepare a trails and connectivity plan. The Trails and Connectivity Plan for the District would identify the existing network of pedestrian and bicycle paths, nature trails, greenways, and linear linkages that connect to parks and popular destinations and recommend opportunities for future trails for recreational use within park facilities, as well as recommend greenway corridors and linkages to areas outside of Camarillo. As part of this task, we would request and evaluate existing inventory and GIS data for Class I trails and nature, jogging, or looped trails in District parks, creating a conceptual plan (map) illustrating an integrated system of pathways to link residents to the outdoors. The task would include identifying stakeholders and encourage cooperative agreements and partnerships with other governmental jurisdictions to support a District-wide trail system. Findings would be integrated into other tasks throughout the planning process.

OPT.2 Maintenance Management Plan and Capital Improvement Plan (CIP)

While our work scope includes a summary of project costs associated with improvements to the park system in the Master Plan, it does not include a full maintenance management plan or asset lifecycle management plan. In order to complete this bid alternate task, MIG would bring on a subconsultant with this particular expertise. The project scope for the subconsultant would generally include preparing a maintenance management plan with an accompanying CIP for park grounds and facilities maintained by the Pleasant Valley Recreation and Park District. The plan should identify routine and preventative maintenance schedules, asset lifecycle management, and performance measurements. The cost associated with this item is unknown at this time, but a cost estimate can be provided by a subconsultant if this optional item is chosen by the District.

Assumptions

BUDGET AND SCOPE

- » The project budget is an estimate of how project costs are allocated among tasks. MIG will not exceed the total contract amount without the express approval of the District. MIG may reallocate costs among phases and tasks as needed to carry out the phases and tasks in the scope of work. We will notify the District of significant cost reallocations in conjunction with monthly invoicing and progress reports.
- » Task dollars reflect an estimate; work will be charged on a time and materials basis against the total project budget, not against each individual task budget.
- » The District will compensate MIG for work carried out at the request of the District that is outside of the approved scope of work. We will inform the District of any work that is out-of-scope and subject to additional costs prior to conducting the work. The District will compensate MIG for this work on a time-and-expenses basis according to current billing rate schedules.
- » If the MIG Project Manager changes during the project, MIG will provide a thorough briefing and update, limiting any additional time required by the client to reinitiate the project to one hour.
- » The project is based on a 12-month schedule that includes short (20-30 minutes) biweekly conference calls with the District's project manager and one (1-hour) virtual coordination meeting with the PLT in each phase. The PLT will be comprised of the City's Project Manager and a small work team of two to four key District staff that will provide internal project direction and ensure technical accuracy of deliverables. In Phase 1, the PLT will occur as a project kick-off meeting.

SCHEDULE AND REVIEW

- » One round of review is budgeted for all products unless otherwise specified in the work scope. All comments from District staff will be consolidated into a single set of non-conflicting comments in a single document.

PUBLIC MEETINGS AND OUTREACH PROMOTION

- » District staff will be responsible for all meeting logistics and notices.
- » District staff will be responsible for promoting both questionnaires and supporting outreach tasks as noted in the scope.

Project Budget and Other Financial Information

Proposed Budget and Disclosures

MIG's proposed budget provides the total not-to-exceed amount allocated to both the overall project and how these funds are to be distributed between each task and deliverable identified in the Work Plan. This includes an itemization of all services per the detailed Scope of Work to be provided with a description of each major task and subtask, as well as public meetings. Total costs include the estimated professional time and direct costs for each task. Professional time is billed according to the hourly rates as presented in the table. Additionally, these hourly rates are to be charged for extra work if required during the course of the contract. Additional costs will be determined on a time-and-expenses basis according to these rates.

CONTRACT AND LITIGATION HISTORY DISCLOSURE

MIG does not have any instances of alleged significant prior or ongoing contract failures or any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five years.

CONFLICT OF INTEREST DISCLOSURE

MIG does not have any personal, professional, or financial relationship with any officer and/or employee of the District.



Christopher J. Beynon
Authorized Signatory

		MIG, Inc.												Direct Costs	Professional Fees Totals		
		C. Mendoza Principal-in-Charge		G. Sharrow Project Manager		N. Noyola & T. White-LaPierre Engagement and Rec. Programs Specialists		J. Zell Senior Landscape Architect		MIG Project Associates		MIG Project Assistant				MIG Totals	
		Hrs@	\$200	Hrs@	\$190	Hrs@	\$175	Hrs@	\$195	Hrs@	\$125	Hrs@	\$100				
Phase 1: State of the System																	
1.1	Project Initiation Meeting	2	\$400	6	\$1,140		\$0		\$0	2	\$250		\$0	10	\$1,790		\$1,790
1.2	GIS Base Map and Inventory		\$0	4	\$760		\$0		\$0	18	\$2,250	6	\$600	28	\$3,610		\$3,610
1.3	Park and Facilities Tour, Assessment Tool, and Park Condition Assessment	2	\$400	10	\$1,900		\$0	8	\$1,560	16	\$2,000		\$0	36	\$5,860	\$150	\$6,010
1.4	Key Leader Interviews		\$0	8	\$1,520	1	\$175		\$0		\$0		\$0	9	\$1,695		\$1,695
1.5	Parks & Recreation Preliminary System Summary	2	\$400	2	\$380		\$0		\$0	8	\$1,000		\$0	12	\$1,780		\$1,780
1.6	Committee Meeting #1		\$0	5	\$950		\$0		\$0	12	\$1,500		\$0	17	\$2,450		\$2,450
1.7	Project Management and Administration	2	\$400	8	\$1,520		\$0		\$0		\$0	4	\$400	14	\$2,320		\$2,320
Subtotal		8	\$1,600	43	\$8,170	1	\$175	8	\$1,560	56	\$7,000	10	\$1,000	126	\$19,505	\$150	\$19,655
Phase 2: Needs Assessment																	
2.1	Parks & Recreation Needs Questionnaire	1	\$200	8	\$1,520	4	\$700		\$0	40	\$5,000		\$0	53	\$7,420	\$200	\$7,620
2.2	Pop-Up Event Boards and Summary	1	\$200	2	\$380	4	\$700		\$0	20	\$2,500		\$0	27	\$3,780		\$3,780
2.3	Community Connections Focus Group Meetings	1	\$200	6	\$1,140	2	\$350		\$0	16	\$2,000		\$0	25	\$3,690		\$3,690
2.4	Parks, Facilities and Programs Needs Assessment	6	\$1,200	40	\$7,600	4	\$700	14	\$2,730	104	\$13,000		\$0	168	\$25,230		\$25,230
2.5	Committee Meeting #2		\$0	10	\$1,900		\$0		\$0	12	\$1,500		\$0	22	\$3,400	\$60	\$3,460
2.6	Project Management and Administration	2	\$400	16	\$3,040		\$0		\$0		\$0	2	\$200	20	\$3,640		\$3,640
Subtotal		11	\$2,200	82	\$15,580	14	\$2,450	14	\$2,730	192	\$24,000	2	\$200	315	\$47,160	\$260	\$47,420
Phase 3: Vision and Recommendations																	
3.1	Prioritization Questionnaire	2	\$400	4	\$760	2	\$350		\$0	40	\$5,000		\$0	48	\$6,510	\$200	\$6,710
3.2	Plan Framework	8	\$1,600	23	\$4,370	2	\$350	12	\$2,340	60	\$7,500		\$0	105	\$16,160		\$16,160
3.3	Committee Meeting #3		\$0	10	\$1,900		\$0		\$0	12	\$1,500		\$0	22	\$3,400	\$60	\$3,460
3.4	Project Management and Administration		\$0	10	\$1,900		\$0		\$0		\$0	2	\$200	12	\$2,100		\$2,100
Subtotal		10	\$2,000	47	\$8,930	4	\$700	12	\$2,340	112	\$14,000	2	\$200	187	\$28,170	\$260	\$28,430
Phase 4: Plan Development and Implementation																	
4.1	Cost Model, 10-Year Plan, and Funding/Implementation Strategies	3	\$600	10	\$1,900		\$0	12	\$2,340	52	\$6,500		\$0	77	\$11,340		\$11,340
4.2	Administrative Draft, Public Review Draft, and Final Master Plan	8	\$1,600	25	\$4,750		\$0		\$0	40	\$5,000	7	\$700	80	\$12,050		\$12,050
4.3	District Board Meeting		\$0	10	\$1,900		\$0		\$0	16	\$2,000		\$0	26	\$3,900	\$60	\$3,960
4.4	Project Management and Administration		\$0	10	\$1,900		\$0		\$0		\$0	2	\$200	12	\$2,100		\$2,100
Subtotal		11	\$2,200	55	\$10,450	0	\$0	12	\$2,340	108	\$13,500	9	\$900	195	\$29,390	\$60	\$29,450
SUBTOTAL		40	\$8,000	227	\$43,130	19	\$3,325	46	\$8,970	468	\$58,500	23	\$2,300	823	\$124,225	\$730	\$124,955
5% Markup (Direct Costs/Administrative)																	\$37
TOTAL PROJECT COSTS																	\$124,992

Optional Tasks	
Trails and Connectivity Plan	\$20,000
Maintenance Management Plan & Capital Improvement Plan	TBD
Optional Tasks Subtotal	TBD

Appendix – Resumes



Cindy Mendoza, CPRP

PRINCIPAL-IN-CHARGE, DIRECTOR OF PARKS AND RECREATION

Cindy Mendoza’s leadership and award-winning expertise in park and recreation planning is a catalyst for community livability across the nation. Her affinity for developing parks and programs began 35 years ago as a recreation leader and soccer coach for underserved kids in her community. Through this work, she saw firsthand the life-changing benefits of parks, programs, and natural areas to youth and their families. Clients and colleagues find Cindy to be a solution-oriented pragmatist, working collaboratively to strategize the right mix of programs, facilities, and policies to maximize resources and meet each community’s unique needs. As a writer and facilitator, she brings together diverse perspectives, synthesizing outreach findings and technical data to articulate desired outcomes and support action. An authority in the field, she has published and spoken extensively at the state and national level on the evolution of parks and recreation and its contributions to community livability. As MIG’s Director of Parks and Recreation, Cindy offers best practices and the capacity to make all communities thrive through people, parks, and programs.

EDUCATION

- » MA, Geography, (Teaching Fellowship), University of Oregon
- » BS, Geography (Honors Scholar), James Madison University

REGISTRATIONS

- » NRPA Certified Park and Recreation Professional

PROFESSIONAL AFFILIATIONS

- » National Recreation and Park Association
- » California Park & Recreation Society

PRESENTATIONS AND PUBLICATIONS

- » Searching for the Fourth Pillar of Parks & Recreation. NRPA 2021
- » Equitable Improvements to Sacramento’s Sports Fields. CPRS Magazine, Spring 2023
- » Not Taking a Chance, but Making a Change (Master Planning Engagement), CPRS 2023

SELECTED PROJECT EXPERIENCE

- » Parks and Recreation Master Plan, Corona, CA
- » Parks and Recreation Facilities Master Plan, Hercules, CA
- » Parks Master Plan, Santa Ana, CA
- » Parks, Recreation & Community Services Master Plan, Lakewood, CA
- » Parks and Recreation System Plan, Cupertino, CA
- » Youth, Parks, & Community Enrichment Strategic Plan, Sacramento, CA
- » Facility Needs Assessment, Los Altos Hills, CA
- » Parks, Recreation, and Leisure Plan, Mountain House, CA
- » South Lake Tahoe Parks, Trails & Facilities Plan, El Dorado County, CA
- » Park Master Plan for New Developments, Tracy, CA
- » Parks and Recreation Master Plan (CPRS Award), Apple Valley, CA
- » Parks and Recreation Master Plan (ORPA Planning Award), Tualatin, OR
- » Parks, Recreation & Open Space Plan, Monroe, WA
- » Tualatin Basalt Creek Recreation Plan, Tualatin, OR
- » Parks, Recreation, and Open Space Master Plan, West Linn, OR
- » Parks and Recreation, Trails, and Natural Areas Master Plan (ORPA Vision, Insight, Planning Award), Gresham, OR
- » Parks and Recreation Master Plan, Murray, UT
- » Parks, Recreation, and Open Lands Plan, Loveland, CO
- » Parks, Recreation, and Open Space Master Plan, Addison, TX



Genevieve Sharrow

PROJECT MANAGER, DIRECTOR OF PLANNING SERVICES

Genevieve Sharrow is a highly versatile planner and project manager who has worked with communities throughout California on a diverse range of issues, including parks and recreation, land use, housing, and development codes. For 15 years, Genevieve has proven her strength in organizing teams and bringing together the collective knowledge and energy of clients, technical experts, and community members to craft implementable and supported plans and policies. Her experience in public- and private-sector community planning focuses on creating citywide parks and recreation planning frameworks, local housing policy, context-sensitive zoning codes, and action-oriented and visionary specific plans and general plans. Genevieve has prepared parks and recreation master plans, housing elements, zoning regulations for diverse locales, and award-winning General Plans and Specific Plans for jurisdictions throughout California and is skilled in leading community outreach efforts as an integral component of projects.

EDUCATION

- » MA, Urban Planning, University of California, Los Angeles
- » BA, Social Anthropology, University of Michigan

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

AWARDS

- » Duarte Town Center Specific Plan, APA, California Chapter, 2017
- » Baldwin Chapter Health and Sustainability Element, APA, California Chapter, 2016
- » Redwood City General Plan, APA, California Chapter, Outstanding Achievement for Small Jurisdiction Planning Effort, 2012

SELECTED PROJECT EXPERIENCE

- » Port Hueneme Parks and Recreation Master Plan, Port Hueneme, CA
- » Corona Parks and Recreation Master Plan, Corona, CA
- » Santa Monica Parks and Recreation Needs Assessment, Santa Monica, CA
- » Irvine Parks, Facilities, and Playground Master Plan, Irvine, CA
- » Yucca Valley Parks and Recreation Plan Update, Yucca Valley, CA
- » Baldwin Park Health and Sustainability Element, Baldwin Park, CA
- » Duarte Town Center Greening and Traffic Calming Plan, Duarte, CA
- » Duarte Town Center Specific Plan and Duarte Station Specific Plan Amendment, Duarte, CA
- » Arcadia Development and Subdivision Code, Arcadia
- » Atascadero Objective Design Standards, Atascadero, CA
- » Burlingame General Plan and Zoning Ordinance, Burlingame, CA
- » Commerce General Plan and Zoning Ordinance Update, Commerce, CA
- » Grover Beach Development Code Update, Grover Beach, CA
- » La Palma General Plan and Zoning Code, La Palma, CA
- » Loma Linda Focused Development Code, Loma Linda, CA
- » Paso Robles Comprehensive Zoning Code Update, Paso Robles, CA
- » Redwood City General Plan and Mixed-Use Zoning Regulations, Redwood City, CA
- » San Luis Obispo Zoning Regulations, San Luis Obispo, CA



Tiffany White-LaPierre, EdD, CPRE

RECREATION PROGRAMS PLANNER

Tiffany White-LaPierre is a regional and national leader in the park and recreation profession with over two decades in the industry. Participating in Chicago Park District programs as a child may have been a clue to future pursuits, but the impact Tiffany can have on community enrichment through parks and recreation is no mystery. Her hands-on experience offers insight into the daily challenges of public agencies charged with managing and maintaining facilities and programs for all ages and abilities with limited resources. Tiffany is inspired by her colleagues who act as a network of advisors and supporters that exchange ideas and best practices for everyone's benefit. As a senior planner, she is like a "school counselor" who assesses interests and aptitudes, researches opportunities and potential action steps, and recommends appropriate avenues forward. Tiffany can readily connect and collaborate across disciplines and easily engage with clients and the public. Her analytical, problem-solving, and documentation skills have been honed through her doctoral studies. In continued service to her profession, she serves on boards and committees at the national and state level.

EDUCATION

- » EdD, Education Policy, Organization and Leadership, (Concentration in Human Resources Development), University of Illinois at Urbana-Champaign
- » MA, Management, American Public University
- » MS, Sports Management, American Public University
- » BS, Recreation, Sport and Tourism, University of Illinois at Urbana-Champaign

CERTIFICATIONS / SPECIALIZED TRAINING

- » Certified Park and Recreation Executive

PROFESSIONAL AFFILIATIONS

- » National Recreation and Park Association (NRPA), Board of Directors, 2023–present, Conference Program Committee Member, 2021–Present
- » Women in Parks and Recreation (WiPaR), Board of Directors, 2023–present
- » National Association of Park Foundations (NAPF), Board of Directors, 2023–present

SELECTED PROJECT EXPERIENCE

- » Corona Parks and Recreation Master Plan, Corona, CA
- » Lakewood Parks, Recreation, and Community Services Master Plan, Lakewood, CA
- » Paramount Parks and Recreation Master Plan, Paramount, CA
- » Sacramento Park and Recreation Master Plan Update, Sacramento, CA
- » Campbell Park and Recreation Master Plan, Campbell, CA
- » Northglenn Parks and Recreation Master Plan, Northglenn, CO
- » Gresham Parks & Recreation, Trails and Natural Areas Master Plan, Gresham, OR
- » Lake Oswego Parks Plan, Lake Oswego, OR
- » McMinnville Parks, Recreation, and Open Space Master Plan Update, McMinnville OR
- » Medford Parks, Recreation, and Leisure Plan Update, Medford, OR
- » Oregon City Parks and Recreation Master Plan, Oregon City, OR*
- » Warrenville Park District Strategic Master Plan, Warrenville, IL*
- » Lisle Park District Strategic Master Plan, Lisle, IL*
- » Huntley Park District Parks and Recreation Strategic Master Plan, Huntley, IL*

* Work done prior to joining MIG



Noé Noyola

ENGAGEMENT SPECIALIST

Noé Noyola is a highly skilled and dedicated community planner whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation. During a college-year abroad in Denmark, Noé lived in an urban environment that was “healthy,” not just in physical fitness, but in social interaction and connection—which led him to his chosen field. He is keenly aware of the emotional ties that people have to their communities and strives to acknowledge this so that people will engage more productively and authentically in his projects. Noé’s cultural competency—fluency in Spanish—and mastery of process and meeting facilitation enable him to effectively bridge technical content with impacted, and often under-served, stakeholder communities. A creative communicator and facilitator, he ensures an open and balanced exchange of information and ideas that paves the way for collective decision-making and results in positive outcomes.

EDUCATION

- » Master of City Planning, University of California, Berkeley
- » BA, Political Science and Spanish, Sonoma State University, Rohnert Park, California

SELECTED PROJECT EXPERIENCE

- » Port Hueneme Parks and Recreation Master Plan, Port Hueneme, CA
- » Oxnard Campus Park Design, Oxnard, CA
- » Los Angeles County Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » San Gabriel Valley Greenway Network, Los Angeles County, CA
- » Hercules Parks and Recreation Facilities Master Plan, Hercules, CA
- » Bakersfield Recreation and Parks Master Plan, Bakersfield, CA
- » Sacramento Parks Plan 2040, Sacramento, CA
- » Campbell Park and Recreation Master Plan, Campbell, CA
- » Morgan Hill Bikeways, Trails, Parks, Open Space and Recreation Master Plan, Morgan Hill, CA
- » Belmont Parks, Recreation, and Open Space Master Plan, Belmont CA
- » Salinas Park and Recreation Design Services, Salinas, CA
- » Vallejo Youth Needs Assessment, Vallejo, CA
- » Redwood City Park Fee Study, Redwood City, CA
- » South San Francisco Linden Park, South San Francisco, CA
- » Tigard Parks and Recreation Master Plan, Tigard, OR
- » Pasco Parks and Recreation Master Plan, Pasco, WA
- » Renton Parks, Recreation, and Natural Areas Plan Update, Renton, WA
- » Bagley Community Park Master Plan, Vancouver WA
- » Amarillo Parks Master Plan, Amarillo, TX
- » San Antonio Parks System Master Plan, San Antonio, TX



Jennifer Zell, PLA

SENIOR LANDSCAPE ARCHITECT

Jennifer Zell is an award-winning landscape architect and project manager who leverages nearly two decades of experience to produce innovative design solutions in public, commercial, and private landscapes. Jennifer discovered an aptitude for her profession in high school—drawn by the prospect of combining her creativity with her love of the outdoors. Her work encompasses a full range of landscapes throughout Southern California from mountain to desert to sea. Jennifer is constantly engaged by the variety of challenges she encounters and the new solutions she helps to devise. She is committed to finding ways to increase biodiversity in urban areas and utilizes her team building and communication skills to lead efforts that can enhance and sustain the natural world. Through her designs, Jennifer strives to reveal the hidden qualities that make each place a unique experience—framing the space, features, plants, light, or geology that exists there and allowing it to be seen anew.

EDUCATION

- » MLA, Louisiana State University, Baton Rouge, LA
- » BLA, Cal Poly San Luis Obispo, San Luis Obispo, CA

REGISTRATIONS

- » Landscape Architect: CA #4426, LA #Z-116

AWARDS

- » AIA LA Team of the Year, Santa Monica City Hall East, 2020
- » So Cal ASLA Merit Award, Santa Monica City Hall East Award, 2021
- » USGBC LA Sustainable Innovation Honor Award, Santa Monica City Hall East, 2021
- » SoCal ASLA Honor Award, Long Beach Sea Level Rise Adaptation, 2018
- » SoCal ASLA Merit Award, Rio Hondo Confluence South, 2018

SELECTED PRESENTATIONS

- » “Color of Water”, Greenbuild, 2021
- » “From Parking Lot to Salt Marsh”, California Society for Ecological Restoration, Paper Presentation, 2021

SELECTED PROJECT EXPERIENCE

- » Port Hueneme Parks and Recreation Master Plan, Port Hueneme, CA
- » Earvin “Magic” Johnson Park, Willowbrook, CA
- » Johnny Carson Park Revitalization, Burbank, CA
- » Playhouse Village Park, Pasadena, CA
- » 92nd Street Linear Park, Los Angeles, CA
- » Santa Monica City Hall East, Santa Monica, CA
- » Mission Canyon Trailhead, Los Angeles, CA
- » Stoneview Nature Center, Culver City, CA
- » Rolland Curtis Gardens, Los Angeles, CA
- » Rio Hondo Confluence Study, Los Angeles River, Los Angeles, CA
- » Bay Shore / Alamitos Bay Site Amenities and Signage Improvements, Long Beach, CA
- » Colorado Lagoon Open Channel Restoration, Long Beach, CA
- » Long Beach Sea Level Rise Adaptation, Long Beach, CA
- » Hermosa Beach Climate Change Adaptation and Resilience Measures, Hermosa Beach, CA
- » USC Native and Climate Adapted Plant Master Plan, Los Angeles, CA
- » Los Angeles Community College District Master Planning and Design Guidelines (Region 2) Los Angeles, CA
- » College of the Desert Master Plan, Palm Springs, CA
- » Friends of Colorado Lagoon Landscape Vision, Long Beach, CA*
- » Coquille Parks and Recreation Master Plan, St Tammany Parish, LA*

* *Work completed prior to joining MIG*



Zach Field, AICP, GISP

GIS AND TRAILS SPECIALIST

Zachary Field is a versatile, solution-oriented planner leveraging a robust combination of professional and educational experience in geographic information systems (GIS), focusing on comprehensive planning, landscape architecture, and land analysis and acquisition. He is a proactive, meticulous team liaison with a broad technical and in-the-field foundation and a knack for communication, enabling effective contribution to and coordination of all aspects of planning, including research, analysis, networking, project management and execution, regulations, and negotiations. Zachary pioneers the development of new tools, systems, and processes to evaluate parks and facilities, conduct network-based 10-minute walk analyses, compare diverse demographics to park distribution and service gaps, and recommend park enhancements based on market characteristics. Prior to joining MIG, Zachary worked as a Park Planner for the County of Los Angeles Department of Parks and Recreation where he created GIS application structures and databases for internal systems and public-facing projects; recommended land acquisition, capital project development, and park improvements, including renovation and refurbishment of park facilities; and Investigated and prepared reports concerning the feasibility of acquiring, selling, or leasing land for trail-related projects.

EDUCATION

- » BS, Ecology and Evolutionary Biology, University of Colorado, Boulder

REGISTRATIONS/ CERTIFICATIONS

- » AICP, #350170
- » Certificate of Achievement, Geographic Information Systems, Rio Hondo College
- » FAA Part 107 Remote Pilot Certificate, Commercial Drone Operation, Federal Aviation Administration
- » Professional Certificate, Landscape Architecture, UCLA Extension

SELECTED PROJECT EXPERIENCE

- » Corona Parks and Recreation Master Plan, Corona, CA
- » Hercules Parks Master Plan, Hercules, CA
- » Bakersfield Recreation and Parks Master Plan Update, Bakersfield, CA
- » Northglenn Parks and Recreation Master Plan, Northglenn, CO
- » Lakewood Parks, Recreation, and Community Services Master Plan, Lakewood, CA
- » Sacramento Park and Recreation Master Plan Update, Sacramento, CA
- » McMinnville Parks, Recreation, and Open Space Master Plan Update, McMinnville OR
- » Medford Parks, Recreation, and Leisure Plan Update, Medford, OR
- » Pasco Parks and Recreation Master Plan, Pasco, WA
- » Cowlitz County Public Facilities District Master Plan Update, Cowlitz County, WA
- » Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » Los Angeles County Department of Public Works Equity in Infrastructure Initiative, Los Angeles County, CA
- » Atascadero General Plan Update, Atascadero, CA
- » Hillsboro Housing Needs Assessment, Hillsboro, OR
- » North Bend Housing Needs Assessment, Bend, OR

**PLEASANT VALLEY RECREATION & PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into on this [REDACTED]th day of **June 2024** between the **PLEASANT VALLEY RECREATION AND PARK DISTRICT**, a public agency (“District”), and **MIG, INC.**, a California Corporation (“Consultant”).

RECITALS

WHEREAS, the District desires to contract with Consultant for certain services necessary for **consulting services for the completion of a comprehensive parks and recreation master plan** located at **1605 E. Burnley Street, Camarillo, CA 93010**.

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

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

1. Scope of Services

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

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

Consultant agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the **District’s General Manager, Administrative Services Manager, and Administrative Analyst**. Agreement for **Master Planning Consulting** Services between Pleasant Valley Recreation and Park District and Consultant, Inc.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 12, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **July 1, 2025**. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Consultant Relationship

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

Consultant shall perform all services required herein as an independent Consultant of District and shall remain under only such obligations as are consistent with that role.

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

5. Compliance with Laws

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

6. Environmental Laws.

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

7. Licenses, Permits, Fees and Assessments.

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

8. Acknowledgement of Relationship

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

9. Payment to Consultant

District shall pay Consultant upon completion of the work within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

Total Project Cost Not to Exceed: **\$ 150,000.00**

or

ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be **JESSICA A. PUCKETT, CPRE, ADMINISTRATIVE ANALYST**.

11. Ownership of Documentation

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

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, **upon thirty (30) days' written notice to the other party**. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents, and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Insurance

Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance in Exhibit "A" – Liability Insurance Requirements.

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

Automotive Liability: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

Professional Liability: Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. Such insurance shall name the District, its officers, employees, agents, and volunteers as additional insureds prior to the commencement of this Agreement. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Consultant access to the Property.

Consultant agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Consultant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

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

14. Indemnification

- a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.
- b. Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
- c. Insurance Requirements. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not

such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Terms

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

16. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District.

17. Examination of Records

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

18. Notice

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

To Consultant: MIG, INC.

Attn: Genevieve Sharrow
537 S. Raymond Avenue
Pasadena, CA 91105

To District: Pleasant Valley Recreation and Park District
Attn: Jessica A. Puckett, CPRE
1605 Burnley St.
Camarillo, CA 93010

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

19. No Waiver

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

20. Partial Invalidity

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

21. Incorporation of Recitals

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

22. California Law

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

23. Additional Provisions

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

24. Attorneys' Fees.

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

25. Conflict of Interest.

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

26. Interpretation

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

27. Corporate Authority.

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

[Signatures on following page]

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

Jessica A. Puckett, Clerk of the Board

CONSULTANT:
MIG, INC.

By: _____
Name: Genevieve Sharrow
Its: _____

By: _____
Name: Cindy Mendoza
Its: _____

DRAFT

EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be primary and non-contributory and at least as broad as and include or state the following:

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Umbrella Liability (Excess Liability)** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$2,000,000** per occurrence or claim and **\$2,000,000** aggregate.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." Include address, date, and name/type of event or description of project.
- ❖ **Certificate Holder:** Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" (*No abbreviations accepted*)

Additional Insured Endorsements (AIE) – Endorsements must include or state the following:

- ❖ **Policy Number:** Must match policy numbers on COI.
- ❖ **Additional Insured – Designated Person or Organization:** Must state "This endorsement changes the policy."
- ❖ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees."
- ❖ **Primary and Noncontributory** – Endorsement must be provided.
- ❖ **Waiver of Subrogation** – Endorsement must be provided.

Notice of Cancellation – A cancellation clause shall state the following:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PVRPD.

EXHIBIT "B" **SCOPE OF WORK**

Consultant will furnish all labor and materials necessary to complete work as identified.

PHASE 1: STATE OF THE SYSTEM

Task 1.1: Project Initiation Meeting

MIG will meet with Pleasant Valley Park District's project manager and District staff team in a virtual conference call to kick off the project. At this kick-off meeting, we will review communication protocols, further define deliverables, and solidify our community engagement plan. This will include identifying the strategies and tools best suited to this effort and outlining a schedule for engagement activities. Prior to the meeting, MIG will prepare a consolidated request for information letter identifying background information and data needs.

Following the meeting, we will provide a revised project schedule further detailing the critical path to completing the Master Plan, which the District can use to post on the District-administered project webpage to keep the public informed of the process and opportunities to be involved.

Deliverables: Project Initiation meeting agenda, request for information letter; revised project schedule (Word/Excel/PDF)

Task 1.2 GIS Base Map and Inventory

MIG assumes the District will provide us scanned sheets accounting for each park site/facility, park acreage, and major recreation facilities located within each park, based on a Needs Assessment conducted by staff approximately three years ago. (Parks that have amenities such as tables, benches, trash receptacles, parking spaces, etc., should be noted, but exact counts are not necessary.) Using this inventory data, we will crosscheck the classifications of parks and facilities. Using GIS data provided by the District, we will produce one draft district-wide base map (11" x 17") showing existing District parks and major recreation facilities, on an overlay of information including water bodies, roadways, and schools. The draft inventory and base map will be finalized based on one round of consolidated comments from the District.

Deliverables: Draft and final base map (PDF) and inventory (Excel)

Task 1.3 Park and Facilities Tour, Assessment Tool, and Park Condition Assessment

Once a base map and inventory spreadsheet have been completed, MIG will create a Park Evaluation and Assessment Checklist to use in rating District parks' condition. The checklist is designed to consider the condition of the amenity as well as its functionality, accessibility, convenience, and useful life, with an ultimate ranking of good, fair, and poor. MIG will spend one day touring six to eight representative parks,

recreation facilities, trails, and public spaces accompanied by District staff, using the draft Park Evaluation and Assessment Checklist.

The tour will provide an opportunity to discuss the strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned development or improvements, maintenance, and the capacity of parks to support new or different recreation opportunities. The District will schedule and coordinate the site tour, ensuring that staff are available to answer questions. This task includes an allowance for two MIG staff to visit the remaining City parks, using the Park Evaluation and Assessment Checklist to photograph and score park conditions. This scope does not include an assessment of indoor facilities and buildings (see Optional Task 1.3A). We will tabulate all park assessment scores in a site matrix to reflect the general condition of existing parks and facilities and summarize key findings in a memo to inform the planning process.

Deliverables: Assessment tool (Word/PDF) and site matrix (Excel/PDF)

Task 1.4 Key Leader Interviews

Up to six one-on-one videoconference interviews will be held early in the planning process with key community leaders to identify opportunities and issues for the Master Plan to address. Participants will be determined in consultation with District staff, who will schedule interviews. The 30-minute interviews will be conducted over a video conference platform such as Zoom and will be scheduled over one to two days. MIG will summarize the findings in a memorandum.

Deliverables: Key Leader Interviews findings memorandum (PDF)

Task 1.5 Parks & Recreation Preliminary System Summary

MIG will review the District's plans, policies, and available data to develop a comprehensive understanding of the policy and regulatory context in which the Master Plan will be developed. This includes, but is not limited to, a review of the 2021–2026 Strategic Plan, 2018 Senior Community Center Needs Assessment, 2022 ADA Transition Plan, 2022 Fee Study and Cost Recovery Policy, 2021 Marketing Plan, 2011 Freedom Park Master Plan, and City of Camarillo General Plan Recreation Element, budgets, and program information. We will review available demographic data and population forecasts. We will prepare a brief summary memo that defines four to six key points for consideration in the Master Plan.

Deliverables: System summary memo (PDF)

Task 1.6 Committee Meeting #1: Orientation & SWOT

MIG will create a PowerPoint for, attend, and facilitate a discussion in conjunction with an existing District Long Range Planning Committee Meeting (or District Board Meeting) to provide an overview of the planning process and discuss with the Board, and community members the strengths, weaknesses, opportunities, and

challenges for the park system. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is anticipated to coincide with the Park and Facilities Tour.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 1.7 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 2: NEEDS AND OPPORTUNITIES

Task 2.1 Park and Recreation Questionnaire

Based on the initial review of existing conditions, Key Leader Interviews, discussions with District staff, and input from the Board/Committee, MIG will develop a Parks and Recreation Questionnaire. The questionnaire will be designed to gather feedback from the community on recreation and park needs, including park use and desired improvements. We will draft questions, revise them based on one set of comments from District staff, translate questions into Spanish, program the questionnaire online, and provide a link to the District for web posting and distribution. We will host the questionnaire for four to five weeks. MIG will convert the survey into a paper version and input hard-copy responses into the online survey software, with an assumption of no more than 100 paper copy responses.

Deliverables: Draft and Final Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

Task 2.2 Questionnaire Pop-Up Event Boards and Summary

To ensure wider participation from a cross section of the community, MIG will design a set of four to five display boards that adapt several key questions from the questionnaire. MIG will print and use these boards to facilitate two interactive "pop-up events" to collect feedback at existing community festivals and events, at recreation facilities, and in high-traffic locations to provide an option for community members who may not choose to fill out the questionnaire to share their ideas. MIG will tabulate the findings. After the events, we will summarize findings together in one memo. Note: If desired, District staff and/or Commissioners may print and use the boards to host additional pop-up events in the same timeframe, tabulate the data, and provide results to MIG to incorporate in a consolidated summary memo.

Deliverables: Display boards (PDF); data upload form; memo summary of pop-up feedback (Word/PDF)

Task 2.3 Community Connections

MIG will dig deeper into the needs of key groups, facilitating two to three focus group discussions with 10–12 representatives of distinct community needs, including recreation user groups, specific demographic groups, the business community, or others as defined in consultation with the District. We will develop focus group questions, facilitate the one- to two- hour discussions via videoconference, and following the meetings, summarize results.

Preliminarily, we recommend the following groups: youth, sports providers, and/or a community panel with liaisons to underrepresented groups and CBOs.

Deliverables: Memo summary of community connections feedback (Word/PDF)

Task 2.4 Parks, Facilities, and Programs Needs Assessment

MIG will develop a customized assessment of needs, drawing from the community engagement process, a technical assessment of service gaps and opportunities, and an assessment of recreation and program trends. Renovation needs for existing parks will be noted based on Phase 1 Condition Assessment data. Gap areas will be evaluated to identify “opportunities” to address service needs, including vacant lands, potential joint use sites, underutilized open space and corridors, capacity to reprogram existing parks, mobile recreation options, public- private partnerships, and innovative small-scale solutions. In addition, as part of this task, we will complete a review of current parkland dedication criteria held in conjunction with the City of Camarillo and County and associated level of service standards for parks and facilities. As part of this task, we will also summarize current marketing efforts used to share and promote information on District plans, events, projects, and programs, and identify opportunities, strengths, and weaknesses of current public-private partnerships, volunteer opportunities, and Foundation development. The Needs Assessment Brief will be revised and finalized based on one round of consolidated comments from the District.

Deliverables: Admin Draft and Final Needs Assessment brief (Word/PDF)

Task 2.5 Committee Meeting #2

MIG staff will facilitate a brainstorming charrette with the Long Range Planning Committee (or District Board) to discuss the implications of needs assessment findings for park system recommendations. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, we will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final Committee/Board meeting presentation (PPT/PDF)

Task 2.6 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the Project Leadership Team (PLT) to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 3: VISION AND RECOMMENDATIONS

Optional Task 3.1 (See end of scope for optional tasks)

Task 3.2 Plan Framework

Building on the analyses and community input in the above tasks, MIG will create a draft plan framework. This framework will include recommendations for park classifications and priorities for modifications to existing and proposed new facilities and parks based on existing conditions, public feedback, analysis, and professional expertise. Desired level of service, potential priority projects, and recommended maintenance service levels will be included in this document, along with recommendations regarding the District's brand strategy going forward. We will facilitate a discussion with District staff (over Zoom) to review the draft framework. Based on the discussion, we will revise and refine the draft framework.

Deliverables: Draft and final plan framework and review meeting agenda (Word/PDF)

Task 3.3 Committee/Board Meeting #3

MIG will present the revised Plan Framework at a Long Range Planning Committee meeting (or District Board meeting) to solicit feedback from District Board/Committee members and through public comment. The purpose of the meeting is to obtain clear feedback on priority park improvements, programming, and the right investment level for priority projects. MIG will provide a PowerPoint presentation for the meeting and revise it based on one set of consolidated comments provided by District staff. This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 3.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

PHASE 4: PLAN DEVELOPMENT AND IMPLEMENTATION

Task 4.1 Cost Model, 10-Year Plan, and Funding/ Implementation Strategies

MIG will create a capital projects list and cost model (Excel spreadsheet) to summarize a 10-year Plan for growth. This includes identifying the planning-level costs for recommended capital projects, along with facility lifecycle replacement costs and maintenance costs for each project.

The model will incorporate regionally based park improvement cost data

based on our extensive experience in managing park construction projects locally (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations/staffing costs). Instead of a static snapshot in time, this model will be designed to serve as a tool that can be adapted for inflation for subsequent staff use in annual capital improvement planning and budgeting. We will provide a draft cost model and revise it based on one round of edits from District staff.

In addition, MIG will identify potential funding strategies, strategic partnerships with other public and private entities, and departmental staffing needs to implement the plan. This information will be incorporated into the Draft Master Plan.

Deliverables: Draft and final cost model and funding/ operations strategy recommendations (Excel/Word/ PDF)

Task 4.2 Administrative Draft #1, #2, Public Review Draft, and Final Master Plan

Prior to developing the Master Plan, MIG will create an outline for District staff review and buy-in on plan content. We will create a full Administrative Draft Parks and Recreation Master Plan formatted as an attractive, easy-to-read document for internal review. This scope and budget assumes two rounds of review on the Administrative Draft Master Plan. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan #1, we will create the Administrative Draft Master Plan #2. Based on one set of consolidated comments provided by the District on the Administrative Draft Master Plan #2, we will create the Public Review Draft Master Plan, providing web- and print-ready PDF files to the District for posting and distribution. We will create an online form for the public to provide feedback on the draft Master Plan.

Following adoption by the District Board, this task also includes an allowance for minor revisions as directed by the District Board and delivery of the final Master Plan (including source files) to the District.

Deliverables: Admin Draft and Final Parks and Recreation Master Plan (Word/PDF)

Task 4.3 District Meeting: Plan Review

MIG will present the Public Draft Plan at a District Board regular meeting for review, discussion, adoption. We will create a PowerPoint presentation to foster the discussion. (Based on one set of consolidated comments provided by District staff on the draft presentation, MIG will create the final presentation.) This meeting is assumed to occur in person.

Deliverables: Draft and final meeting presentation (PPT/PDF)

Task 4.4 Project Management and Administration

This task includes biweekly one-hour conference calls with the District's project manager and one virtual meeting with the PLT to review deliverables and monitor project progress. This subtask also includes contract administration and invoicing. Our budget assumes this phase will occur over three months and includes an allowance for phone calls with District staff that we feel are appropriate for accomplishing the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from the District.

OPTIONAL TASKS AND PROJECT ENHANCEMENTS

The District included two optional items in the RFP, presented here as options to add these services to the project. In addition, we propose two additional optional items (Task 1.3A and Task 3.1).

OPTIONAL Task 1.3A Indoor/Facility Assessment

MIG staff will spend 5-6 hours visiting the District's existing indoor facilities, accompanied by key recreation staff, to identify current uses, opportunities, constraints, and programming needs to support recommendations for indoor facility expansion or improvements. This preliminary investigation applies primarily to the community center building, the senior center, and the aquatics building. Key findings will be incorporated into the summary associated with Task 1.3.

OPTIONAL Task 3.1 Prioritization Questionnaire (Bilingual)

MIG will develop an online prioritization activity in English and Spanish, inviting participants to help identify project priorities by making hypothetical investment choices in various park projects, programming, and different types of improvements. The data collected will help identify the right investment level and priority projects. We will develop and program the activity online, refine it based on one round of District comments, host it for two weeks, and summarize results. District staff will be responsible for converting the survey into a paper version, promoting the online activity, and inputting any hard-copy responses into the online survey software.

Deliverables: Draft and Final Prioritization Questionnaire in English and Spanish (online); memo summary of questionnaire responses (Word/PDF)

OPT.1 Trails and Connectivity Plan

As an optional (bid alternate) item, MIG can prepare a trails and connectivity plan. The Trails and Connectivity Plan for the District would identify the existing network of pedestrian and bicycle paths, nature trails, greenways, and linear linkages that connect to parks and popular destinations and recommend opportunities for future trails for recreational use within park facilities, as well as recommend greenway corridors and linkages to areas outside of Camarillo. As part of this task, we would request and evaluate existing inventory and GIS data for Class I trails and nature, jogging, or looped trails in District parks, creating a conceptual plan (map) illustrating an integrated system of pathways to link residents to the outdoors. The task would include identifying stakeholders and encourage cooperative agreements and partnerships with other governmental jurisdictions to support a District-wide trail system. Findings would be integrated into other tasks throughout the planning process.

OPT.2 Maintenance Management Plan and Capital Improvement Plan (CIP)

While our work scope includes a summary of project costs associated with improvements to the park system in the Master Plan, it does not include a full maintenance management plan or asset lifecycle management plan. In order to complete this bid alternate task, MIG would bring on a subconsultant with this particular expertise. The project scope for the subconsultant would generally include preparing a maintenance management plan with an accompanying CIP for park grounds and facilities maintained by the Pleasant Valley Recreation and Park District. The plan should identify routine and preventative maintenance schedules, asset lifecycle management, and performance measurements. The cost associated with this item is a rough estimate at this time, but a cost estimate can be provided by a subconsultant if this optional item is chosen by the District.

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

TO: BOARD OF DIRECTORS

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

DATE: June 5, 2024

**SUBJECT: CONSIDERATION AND APPROVAL TO MAKE A
PAYMENT TO REDUCE THE DISTRICT'S CALPERS
UNFUNDED LIABILITY USING FISCAL YEAR 2024
SAVINGS**

SUMMARY

At the Finance Committee meeting on April 17, 2024, it was suggested the District consider using excess revenue from Fiscal Year 2023-2024 to make an Additional Discretionary Payment (ADP) to pay down a portion of the District's Unfunded Accrued Liability (UAL) for the 2.5% @ 55 plan and completely pay off the UAL for the 2% @ 60 and 2% @ 62 plans. Staff has looked into possible options and is recommending the Board approve an allocation and spending of \$350,000 for the 2.5% @ 55, \$61,555 for the 2% @ 60, and \$44,102 for the 2% @ 62 plans to make an ADP.

BACKGROUND

In September of 2007, the Board approved a switch of all employees from the 2% @ 60 plan to the 2.5% @ 55 plan. This switch was voted on and approved by all CalPERS employees at the time with 29 in favor and 10 opposed. These 39 employees were then switched to the 2.5% @ 55 plan. Because of this switch to a more generous pension plan, there was additional unfunded liability added.

In March of 2011, the Board approved the addition of a 2% @ 60 plan for all new employees after that date. This relieved the pressure of rising costs associated with the 2.5% @ 55 plan. In January of 2013, the California Public Employees' Pension Reform Act (PEPRA) took effect, mandating all new employees hired after that date would be on the 2% @ 62 plan, due to continued rising costs for both CalPERS and employers in the CalPERS system.

Currently, the District has an UAL of balance of \$7,292,260 for the 2.5% @ 55 plan, \$61,555 for the 2 @ 60% plan, and \$44,102 for the 2 @ 62% plan.

ANALYSIS

Last year, staff engaged with multiple municipal advisory companies who specialize in CalPERS UAL cost management and had them present to the Finance Committee. During these presentations, Staff and Committee members were educated about the UAL process, how the valuation reports are prepared, and potential options for reducing the District's current UAL

balance. An important factor in the CalPERS UAL calculation is the negative amortization, which means each year's payment does not necessarily reduce the principle and may only pay off interest for that year.

Valuation reports are prepared using one-year prior information, which is used for the next fiscal year, which translates to a two-year delay in effects. CalPERS has a discount rate of 6.8%, essentially the interest rate charged to employers, which means they need a 6.8% return for employers to see no change in the UAL. In Fiscal Year 2022-2023 CalPERS had a 5.8% return on investments. This translates to a 1% miss on necessary returns.

Staff reached out to CalPERS and was given an actuarial Excel spreadsheet that is used to calculate potential effects on the UAL only for the 2.5% @ 55 plan, as that is the plan with the highest value. After accounting for the 5.8% investment return and the \$350,000 ADP made in Fiscal Year 2023, the District will have an estimated reduction of \$48,000 on the UAL balance, for an estimated total of \$7,003,000. The following chart is the current estimated UAL payment schedule, assuming a 6.8% return for all subsequent years.

Original Schedule			
FY	BOY Balance		Mid-Year Payment
2022-23	\$	7,292,260	\$ 850,744
2023-24	\$	7,051,000	\$ 511,307
2024-25	\$	7,003,000	\$ 568,441
2025-26	\$	6,891,000	\$ 612,000
2026-27	\$	6,728,000	\$ 653,000
2027-28	\$	6,510,000	\$ 688,000
2028-29	\$	6,242,000	\$ 762,000
2029-30	\$	5,879,000	\$ 782,000
2030-31	\$	5,471,000	\$ 798,000
2031-32	\$	5,018,000	\$ 816,000
2032-33	\$	4,516,000	\$ 810,000
2033-34	\$	3,986,000	\$ 803,000
2034-35	\$	3,427,000	\$ 787,000
2035-36	\$	2,847,000	\$ 759,000
2036-37	\$	2,256,000	\$ 448,000
2037-38	\$	1,946,000	\$ 412,000
2038-39	\$	1,653,000	\$ 374,000
2039-40	\$	1,379,000	\$ 344,000
2040-41	\$	1,117,000	\$ 324,000
2041-42	\$	858,000	\$ 275,000
2042-43	\$	632,000	\$ 228,000
2043-44	\$	439,000	\$ 408,000
2044-45	\$	47,000	\$ 48,000

As shown in the chart, the current estimates expect payments to get as high as \$816,000. However, the most recent estimate for the 2023-2024 investment year for CalPERS is a 7.8% return, subject to change. The following chart adds this information.

Altered Schedule			
FY	BOY Balance	Mid-Year Payment	
2022-23	\$ 7,292,260	\$ 850,744	
2023-24	\$ 7,051,000	\$ 511,307	
2024-25	\$ 6,853,000	\$ 568,441	
2025-26	\$ 6,731,000	\$ 612,000	
2026-27	\$ 6,557,000	\$ 650,000	
2027-28	\$ 6,332,000	\$ 680,000	
2028-29	\$ 6,059,000	\$ 751,000	
2029-30	\$ 5,695,000	\$ 767,000	
2030-31	\$ 5,289,000	\$ 780,000	
2031-32	\$ 4,843,000	\$ 797,000	
2032-33	\$ 4,348,000	\$ 792,000	
2033-34	\$ 3,826,000	\$ 785,000	
2034-35	\$ 3,275,000	\$ 769,000	
2035-36	\$ 2,703,000	\$ 740,000	
2036-37	\$ 2,122,000	\$ 430,000	
2037-38	\$ 1,822,000	\$ 394,000	
2038-39	\$ 1,539,000	\$ 356,000	
2039-40	\$ 1,276,000	\$ 326,000	
2040-41	\$ 1,026,000	\$ 306,000	
2041-42	\$ 780,000	\$ 257,000	
2042-43	\$ 567,000	\$ 210,000	
2043-44	\$ 389,000	\$ 390,000	
2044-45	\$ 12,000	\$ 13,000	

With this included gain, the highest UAL payment is now \$797,000. This is a \$19,000 decrease from the prior estimate. However, as with any estimate, caution is advised as the market continues to fluctuate to this day.

The spreadsheet provided by CalPERS allows Staff to see what effects an ADP would have on the UAL. Valuation reports pull data in late April, which means the earliest an ADP would have an effect would be the report prepared in 2025. The following chart shows if the District were to make a \$350,000 ADP.

		Total Payments	\$ 11,206,441	\$ (167,000)
		Interest Paid	\$ 4,353,441	
		Total Savings	\$ 167,000	
	Total ADP	Altered Schedule		Contribution
FY	(Valued Mid-year)	BOY Balance	Mid-Year Payment	Difference
2022-23		\$ 7,292,260	\$ 850,744	
2023-24	\$ -	\$ 7,051,000	\$ 511,307	\$ -
2024-25	\$ 350,000	\$ 6,853,000	\$ 568,441	\$ 350,000
2025-26	\$ -	\$ 6,370,000	\$ 571,000	\$ (41,000)
2026-27	\$ -	\$ 6,213,000	\$ 608,000	\$ (42,000)
2027-28	\$ -	\$ 6,007,000	\$ 637,000	\$ (43,000)
2028-29	\$ -	\$ 5,757,000	\$ 707,000	\$ (44,000)
2029-30	\$ -	\$ 5,419,000	\$ 722,000	\$ (45,000)
2030-31	\$ -	\$ 5,041,000	\$ 733,000	\$ (47,000)
2031-32	\$ -	\$ 4,626,000	\$ 749,000	\$ (48,000)
2032-33	\$ -	\$ 4,167,000	\$ 742,000	\$ (50,000)
2033-34	\$ -	\$ 3,683,000	\$ 734,000	\$ (51,000)
2034-35	\$ -	\$ 3,175,000	\$ 716,000	\$ (53,000)
2035-36	\$ -	\$ 2,651,000	\$ 687,000	\$ (53,000)
2036-37	\$ -	\$ 2,122,000	\$ 430,000	\$ -
2037-38	\$ -	\$ 1,822,000	\$ 394,000	\$ -
2038-39	\$ -	\$ 1,539,000	\$ 356,000	\$ -
2039-40	\$ -	\$ 1,276,000	\$ 326,000	\$ -
2040-41	\$ -	\$ 1,026,000	\$ 306,000	\$ -
2041-42	\$ -	\$ 780,000	\$ 257,000	\$ -
2042-43	\$ -	\$ 567,000	\$ 210,000	\$ -
2043-44	\$ -	\$ 389,000	\$ 390,000	\$ -
2044-45	\$ -	\$ 12,000	\$ 13,000	\$ -

As shown here, a \$350,000 payment reduces the highest UAL payment down \$48,000 to \$749,000. This is due to the negative amortization, and by making an ADP, the principal balance is paid off, reducing future interest. This \$350,000 ADP has an additional future savings of \$167,000, for a total value of \$517,000.

When looking at the 2% @ 60, and 2% @ 62, the annual payments are minimal, \$2,840 and \$2,338 respectively, with minimal ramp ups each year. However, the District has historically desired to pay off the full UAL amount each year to prevent the overrun that has happened to the 2.5% @ 55 plan. Payments of \$61,555 for the 2% @ 60, and \$44,102 for the 2% @ 62 will significantly reduce future UAL more than simply paying the minimums each year, due to negative amortization.

Staff has investigated estimated actuals for Fiscal Year 2024 and is estimating there will be around \$1.4 million in revenue over expenses. This is due to a variety of factors including Prop 68 funding for Arneill Ranch Park improvements in the amount of \$443,539, cost savings in Water in the amount of an estimated \$350,000, and cost savings in total Personnel costs, in the amount of \$260,160.

FISCAL IMPACT

The fiscal impact of making the ADPs has a few considerations:

The first is the initial payment. By using unanticipated savings, the District can make this payment with no excess costs to the overall budget. The District would still see estimated savings of about \$1 million this year.

The second consideration is the reduction of interest on the UAL. The negative balances in the UAL accrue interest each year, and an additional payment will reduce future interest accruals. Using the proposed \$350,000 ADP, the District would see a total savings of \$167,000 in interest for the 2.5% @ 55 plan, roughly \$60,000 for the 2% @ 60 plan, and roughly \$45,000.

The third is the reduction in future payments. The District will need to pay the UAL with annual payments. By making an ADP now, the District will reduce future annual payments. In the previous example, the highest annual payment for the 2.5% @ 55 plan reduces from \$816,000 to \$749,000, and we eliminate the current 2% @ 60 and 2% @ 62 UALs.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

- 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

RECOMMENDATION

District Staff recommends the Board approve two concurrent directions:

1. Direct Staff to make a CalPERS ADP of \$350,000 to the 2.5% @ 55 plan, \$61,555 for the 2% @ 60 plan, and \$44,102 for the 2% @ 62 plan using Fiscal Year 2024 excess revenue; AND
2. Direct Staff to, if necessary, make a budget transfer(s) from Fund 10 Services and Supplies budget to the Personnel budget to cover any additional funds needed to make the payment.

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

- A. Chair Malloy
- B. Ventura County/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Personnel
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report
- G. Board Members