

Rancho Simi Recreation and Park District Board of Directors Meeting

A G E N D A

Thursday, November 4, 2021 at 6:30 p.m.

Rancho Simi Recreation and Park District
1000 N. Kanan Road, Oak Park, CA 91377
(805) 584-4400 • www.rsrpd.org

Meeting To Be Held Via Zoom Only

Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation. There are multiple ways you may participate or view a Board Meeting, including:

Via Zoom. <https://us02web.zoom.us/j/87123496389?pwd=Z3Z3VFILOHJtSS9aSWRMWWNEeFhHUT09>

Via Telephone. Please call 1-669-900-6833 and enter Meeting ID: 871 2349 6389. Passcode: 604659.

View Via YouTube. Click www.rsrpd.org then “Board Meeting Videos” on the District homepage.

Members of the public who wish to speak or provide comments are encouraged to attend the meeting via Zoom or telephone using the link or phone number listed above. At the appropriate time, in accordance with the agenda, the Chair of the Board will request that individuals who wish to speak identify themselves and make their comments.

When recognized, please be professional. Speakers are allowed a maximum of three (3) minutes to comment. Depending upon the circumstances, the Board Chair may increase or decrease speaker time. At the conclusion of public comments, the Board Chair will thank the speaker(s).

The Board Chair may also determine appropriate action, if any, to be taken in response to comments received. Comments will be listened to, questions may be answered, speakers may be requested to further discuss the matter with staff, or an item could be added to a future Board Meeting Agenda or referred to a Board Committee, among other things. Items listed on the Agenda that require action will likely be voted upon by the Board of Directors.

Members of the public may also participate by providing written comments to the Board by sending an email to SandeeC@rsrpd.us by Thursday, November 4, 2021 at 5:00pm. The Chair will read comments during the meeting at the appropriate time for up to three minutes for each comment. Please call Sandee Covone at 805-823-0971 if you have any questions. We appreciate your participation.

BOARD OF DIRECTORS

Chair
Brian Dennert

Vice Chair
Kate O'Brien

Director
Ed Abele

Director
Elaine Freeman

Director
Josh Gray

STAFF
District Manager
Dan Paranick

To view video of this meeting or other meetings, please visit youtube.com/rsrpd or click here.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE **00:00:00**
2. ROLLCALL **00:00:01**
3. AGENDA REVIEW **00:00:17**
4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA) **00:00:57**
5. APPROVAL OF MINUTES **00:03:15**
 - a. Rancho Simi Recreation and Park District Board of Directors Meeting – October 21, 2021
6. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director's request.) **00:03:47**
 - a. Approval of 10/15/21 Accounts Payable Check Register and 10/22/21 Payroll Check Register
 - b. Receive and File Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees FY 2020/21
 - c. Adoption of Resolution No. 2014 Regarding Holding Public Meetings During the Continued COVID-19 Pandemic State of Emergency Pursuant to Assembly Bill 361
 - d. Approval of California Special District's Association Bylaws Amendments
 - e. Authorization to Solicit Bids for the Rancho Simi Pool Surge Pit Repair Project
7. PRESENTATIONS, SCHEDULED ITEMS AND PUBLIC HEARINGS
 - a. Certificate of Appreciation Presentation to Goodwill Industries of Ventura and Santa Barbara Counties **00:06:11**
 - b. Presentation of the Part-Time Employee of the Month for October 2021 to Kristy Grayson
- 00:15:59
 - c. Status of the Districts Response to the COVID-19 Coronavirus Pandemic **00:21:17**
8. CONTINUED BUSINESS - NONE **00:25:57**
9. NEW BUSINESS
 - a. Report on the October 14, 2021 Oak Park – Park and Recreation Planning Committee Meeting and Provide Direction Regarding the Limited Use of Fumitoxins and the Potential Removal of a Tree at Mae Boyar Park **00:26:01**
 - b. Review and Provide Direction Regarding Earth Day Event and Award Criteria **00:51:38**
 - c. Approval of Amended Agreement between Rancho Simi Recreation and Park District and Mental Equivalent for the Operation of the Food and Beverage Concession at Simi Hills Golf Course **01:06:46**

- d. Adoption of Resolution No. 2015 Authorizing Submission of Per Capita Grant to Complete the Knolls Station Play Equipment and Parking Lot Replacement Project **01:10:53**

10. WRITTEN COMMUNICATIONS OF NOTE **01:16:52**

11. REPORTS BY BOARD MEMBERS **01:17:00**

12. REPORT BY DISTRICT MANAGER **01:27:16**

13. CLOSED SESSION **01:33:00**

- a. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Assessors Parcel Number:
2826-012-014, 015, 018 & 019 and 2826-015-036 (Los Angeles County)
615-0-100-045, 055, 065, 075 & 085 (Ventura County)
Agency Negotiator: District Manager Dan Paranick
Negotiating Parties: Dale and Maggie Poe Ranch, LLC and
Mountains Recreation and Conservation Authority
Under Negotiation: Price and Terms of Payment

- b. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: District Manager
Employee Organization: Unrepresented Part Time Employees

14. ADJOURNMENT **01:33:07**



Dan Paranick, District Manager / District Clerk

If any individual has a disability that may require an accommodation to participate in the meeting, please contact Human Resources at 805-584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.

Rancho Simi Recreation and Park District Board of Directors Meeting

MINUTES

Thursday, October 21, 2021, at 6:30pm

Rancho Simi Recreation and Park District • Activity Room 3
4201 Guardian Street, Simi Valley, CA 93063 • (805) 584-4400

A video recording of tonight's meeting is available on
the District Website at www.rsrrpd.org.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – Chair Dennert called the Meeting to Order at 6:30pm. The Pledge of Allegiance was led by Mark Johnson.
2. ROLLCALL – Directors Abele, Freeman, Gray, Vice Chair O'Brien, and Chair Dennert were in attendance. Staff in attendance included: Laura Ballantoni, Tom Evans, Randy Ker, Zach Miller, Wayne Nakaoka, Kelly Negrete, Dan Paranick, Theresa Pennington, Brian Reed, Alex Stumfall, Gina Viecco, and Legal Counsel Brian Hamblet.

Guests attended tonight's meeting in-person and via Zoom. Those who made public comments are listed under the appropriate Item below.

3. AGENDA REVIEW – District Manager Dan Paranick recommended Item 9.d be removed from tonight's Agenda and will be considered at a future date. The item was removed from the agenda.
4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA) – NONE
5. APPROVAL OF MINUTES

- a. Rancho Simi Recreation and Park District Board of Directors Meeting – October 7, 2021 – Motion: Director Freeman moved to approve the Minutes as written. Vice Chair O'Brien seconded the motion. The motion carried with a unanimous vote.

6. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director's request.)
 - a. Approval of 9/30/21 Accounts Payable Check Register and 9/24/21 & 10/8/21 Payroll Check Registers.
 - b. Approval of Notice of Completion and Final Acceptance for Weed Abatement Services at Various District Parks and Open Space Areas – The written Staff Report was provided by Wayne Nakaoka, Director of Planning and Maintenance.

Motion: Vice Chair O'Brien moved to approve the Consent Agenda. Chair Dennert seconded the motion. The motion carried with a unanimous vote.

7. PRESENTATIONS, SCHEDULED ITEMS AND PUBLIC HEARINGS

- a. Presentation of the Full Time Employee of the Month for September 2021 to Bill Moritzky- The Staff Report was presented by Theresa Pennington, Director of Administration. Bill was unable to attend tonight's meeting; he will receive his plaque during working hours and will receive a paid day off. Bill is a Building Specialist with the Planning & Maintenance Department. He has been with the District for 10 years; this is his third Award.
- b. Presentation of the Part Time Employee of the Month for September 2021 to Randy Ker – Theresa Pennington, Director of Administration presented Randy with his plaque and check. Randy is a Transit Driver with the Recreation Department. He has been with the District for 7 years; this is his 1st Award. Randy thanked everyone, especially the person who nominated him, he is greatly moved by this recognition.
- c. Status of the Districts Response to the COVID-19 Coronavirus Pandemic – The Verbal Report was provided by Dan Paranick, District Manager. There have been no recent COVID related complaints or positive cases amongst District staff. Programming continues to do well; we are currently about 80% of normal for recreational programs. Starting next week all non-vaccinated staff members of the After School Clubs (ASCs) will be tested once per week since they are located on school campuses. Staff is currently waiting for guidelines issued by OSHA before implementing testing of other employees.

Dennert asked if the Park District pays for the testing and how many tests are currently needed. Paranick replied, the District will be paying, the cost is \$55 per test and currently about 25 tests will be needed at the ASCs per week.

Freeman asked if there are a lot of employees who are resistant to being vaccinated. Paranick responded there are several non-vaccinated employees.

8. CONTINUED BUSINESS – NONE

9. NEW BUSINESS

- a. Review and Discussion Regarding Phase 4 Conceptual Plan for Rancho Santa Susana Community Park – The Staff Report was provided by Tom Evans, Landscape Designer. Through a PowerPoint presentation Evans reviewed the timeline of this project starting with the approval of the Master Plan in 1984. Originally divided into 7 phases, the plan was altered to 4 phases in 1994 when phase 3 (building of the Community Center) was completed. The plans for the (now) final phase 4 were approved by the City of Simi Valley in 2018. The project was delayed in 2019 and Staff has taken this time to design some alternate plans for phase 4. While the existing plan is still available, these alternatives will allow more field space and provide a larger area for community events.

Freeman questioned how many fields will be available with the different alternatives. She is also concerned the restrooms are not close enough to the fields and is not happy about losing the existing field #1. Paranick responded there are 13 fields with Alternate A, 14 with Alternate B, and 16 with Alternate C. All the Alternatives have more field space than the original plan and Alternate A retains field #1.

Abele expressed concern about maintaining the length and feel of the current walking path around the park. Paranick replied, the path will remain complete and will be re-routed based on the plan selected. Alternative A has the least impact on the current path while Alternative

C would significantly impact the current path.

O'Brien is concerned about available parking spots and if there is a requirement for the number of spots. Paranick will need to discuss parking requirements with the City of Simi Valley, but the District has access to overflow parking using the Train Station parking lot across from the Community Center.

Gray asked about the cost difference, especially water costs. He also suggested looking into options for shaded areas. Evans responded the water costs should remain about the same, depending on the type of grass used for the fields.

Former Board Member Mark Johnson has worked on this project for 30 years. He stated soccer needs more than 2 more fields; with 12 fields, soccer tournaments can be held which would generate revenue. He is in favor of Alternative B. He added Field #1 is the worst field to play on so losing that would not be much of an issue. He suggested having the soccer and general communities provide input on the proposed plans. He would like to be notified of future meetings and discussions regarding this topic.

Dennert would like to look at ideas for the play area. He suggested looking into shaded parking using solar panels. He feels it is important to keep the sand volleyball courts, this will be a CIF sport soon and is growing. He has no issue with removing the basketball courts at this location as there are many other courts at other park locations.

Gray agreed with Dennert regarding solar shading, but also encourages shade within the park area itself. He also has no issue removing the basketball courts.

Dennert suggested adding some basic elements for skateboarding, since the skateboarders are in the area anyway. Recreation Supervisor Laura Ballantoni replied, they have been trying to improve the outdoor area around the Community Center for rentals and would like to deter the skaters from skating close to the building.

Gray suggested looking into adding a skateboarding element placed away from the actual Community Center. Ballantoni would like any elements to be kept to a minimum.

Motion: Director Abele moved for staff to proceed with Alternative "A" as a basis and bring back to the Board a modified design to incorporate a small skateboarding area, maintain the current feel of the walking path, a central open grass area (like alternate B1), and shaded park areas including solar panels for shaded parking. The motion was seconded by Director Freeman. The motion carried with a unanimous vote.

Chair Dennert called a 5-minute Recess at 8:04pm.

Chair Dennert called the Meeting back to Order at 8:09pm.

- b. Approval of Resolution No. 2013 Adopting Annual Budget For Fiscal Year 2021-22 -- the Staff Report was provided by Theresa Pennington, Director of Administration. The Preliminary Budget was adopted on June 17, 2021. Since that time two public hearings were held, in Simi Valley on July 15, 2021, and in Oak Park on August 5, 2021. Pennington reviewed the material changes made to the Budget since the adoption of the Preliminary Budget.

Motion: Director Freeman moved to approve Resolution No. 2013. Vice Chair O'Brien

seconded the motion. The motion carried with the following Roll Call Vote:

Ayes: Abele, Dennert, Freeman, Gray, O'Brien

Noes:

Absent:

Abstain:

- c. Authorization to Solicit Proposals for Simi Hills Golf Course Cart Fleet Contract – The Staff Report was provided by Brian Reed, Golf Course Manager. The current lease expires in October 2022. Staff will return the current fleet of carts and lease a new fleet; 36 months is about the right amount of time for a lease due to the wear and tear on the carts. Currently the fleet has GPS, staff does not recommend this feature on the next Fleet. The GPS units are not reliable, currently 7 carts are down due to malfunctioning units. Only 4 other competing courses have this feature, staff recommends a few inexpensive upgrades to offset any possible customer complaints. There will be a net savings of approximately \$20K on the new lease by not including the GPS.

Freeman asked if golfers could download the course information on their phones. Reed responded, yes, they can. These programs can be a drain on batteries, but the carts now have a plug-in option for cell phones.

Motion: Director Abele moved to authorize the solicitation of bids for a 36-month lease for a fleet of 92 carts for Simi Hills Golf Course. Director Gray seconded the motion. The motion carried with a unanimous vote.

- d. Authorization to Waive Formal Public Bid Procedures and Solicit Written Contractor Proposals for the Rancho Simi Pool Surge Pit Repair Project – Paranick announced this Item was removed from tonight's Agenda and will be re-introduced at a future Board meeting.
- e. Authorization to Solicit Bids for the Medea Creek Wildfire Resiliency – Palm Tree Removal Project, and Medea Creek Wildfire Resiliency – Fire Damage Debris and Invasive Species Removal Project – The Staff Report was provided by Wayne Nakaoka, Director of Planning and Maintenance. All project expenses in this report are reimbursable grant expenditures under the "California Wildfire Prevention Early Action Funding Plan."

Motion: Vice Chair O'Brien moved to authorize staff to solicit bids for the Medea Creek Wildfire Resiliency Projects. Chair Dennert seconded the motion. The motion carried with a unanimous vote.

10. WRITTEN COMMUNICATIONS OF NOTE – NONE

11. REPORTS BY BOARD MEMBERS

Director Freeman attended the Oak Park Committee Meeting, she felt it was extremely productive and the current Committee is very thorough and cohesive. She thanked Nakaoka and his staff for doing a great job accommodating the Committee. She attended the Celebration of Life for Debbie Thomas; she was an amazing woman. The Rotary will be having a Halloween Party at the Arena Nightclub on the night of October 29th at 7:30pm. She also attended the CARPD Legislative meeting this morning, they will be meeting again on December 9th to outline priorities for next year.

Director Abele attend the Soccer Foundation and the Oak Park Committee Meetings. He also attended the Memorial for Debbie Thomas; it was very emotional remembering a wonderful person.

Abele is looking forward to the District's 60th Anniversary event this Saturday. In the future he would like to see fewer and shorter meetings, and more productivity, creativity, and efficiency.

Director Gray attended the Rotary Club's Oktoberfest; it was a fantastic and entertaining event. He attended the Soccer Foundation; he appreciates Staff's effort with Zoom. He will have to miss the 60th Event this Saturday due to a wedding. He did provide an interview to the Acorn regarding the District and the 60th. He thanked District Staff, Board members, and Leadership for all the work they've done over the years.

Vice Chair O'Brien toured the Arroyo entryways with her Rotary Club and District Staff; they will be undertaking a project to beautify those areas. She was sad to have missed the Memorial for Debbie Thomas. She was also interviewed by the Acorn about the District and the 60th Anniversary.

Chair Dennert wished everyone Happy Indigenous People's Day, the District's Land Acknowledgement Statement can be found on the District website here https://rsrpd.org/about_us/land_acknowledgement.php. The Royal High School Key Club volunteered for a park cleanup; he thanked Nakaoka and staff for making it easy for the public to volunteer. He donated some items from Strathearn, including the "On the Tapo" book to the Education Foundation's online auction and fundraiser. Rotary's Oktoberfest was a fun event. He participated in the Santa Monica Mountains Conservancy Meeting and focused on Wildlife Corridors and fire prevention. He is looking forward to several events this weekend including the 60th Anniversary Concert, Día de los Muertos, and a graffiti cleanup at Hummingbird Trail.

12. REPORT BY DISTRICT MANAGER – Comments were provided by Dan Paranick. Currently things are stable at the Skate Park. The District's 60th Anniversary event is this Saturday, there will be Board comments at 3:30pm and the concert starts at 4:30pm. The District will receive a Resolution from City Council at their October 25th virtual meeting. Waste Management has requested an easement area at Alamos Canyon to install some solar applications. The Oak Park Committee meeting went well, there will be some follow-up items on the next Board Agenda. Staff has received a verbal request from the Cemetery near Rancho Simi Community Park for placing signage on District property. September finances continue to be on track and fiscally sound. The Simi Library is interested in setting up a satellite location at the Guardian Building. The 2nd round of interviews has been scheduled for the open position in Oak Park. Paranick thanked Zach Miller, the Recreation Team, and the other Departments who are supporting them for handling so many events in October and November.

Upcoming Events: 60th Anniversary Concert on Saturday 10/23, Día de los Muertos on Sunday 10/24, Halloween Events in both Simi Valley and Oak Park, Veteran's Day, and Snowfest.

Future Agenda Items: Earth Day award criteria, Birdie Bar lease renewal, resolution for continuing hybrid meetings, report on Park Dedication Fees, resolution for per capita grant funding under proposition 68, drone usage, CSDA Bylaws, Oak Park follow-up items, Activity Center Phase 3 Plans, and further pickleball discussion.

Committee Activity: a Youth Services Meeting will be held on 11/16/21.

13. CLOSED SESSION -- NONE

14. ADJOURNMENT -- Chair Dennert adjourned the Meeting at 8:40pm in honor of Debbie Thomas.



**ACCOUNTS PAYABLE CHECK
REGISTER**

October 15, 2021

**Rancho Simi Recreation and Park District
Accounts Payable Check Register**

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Number & Name</u>	<u>Invoice Number</u>	<u>Bill Description</u>	<u>Account Description</u>	<u>Check Amount</u>
98391	10/1/2021	777 CLEANERS & LAUNDRY - Ranger Uniform Cleaning Service		Ranger Uniform Cleaning Servc	Supplies - Uniform Allowance	188.5
98392	10/1/2021	A & R CARPET CARE - Houghton - Cleaning	25468	Houghton - Cleaning	Contract Services Buildings District	1,230.00
98393	10/1/2021	AC LOCK & SECURITY - Locksmith Service-SV	28641	Locksmith Service-SV	Maintenance - Other Buildings District	228.54
98394	10/1/2021	ADIDAS - Golf Shop Merchandise	6154540645	Golf Shop Merchandise	Inventory Shipping/Frieght	267.71
98395	10/1/2021	ALEXANDER BUICK GMC OF SIMI VALLEY - Invoices 5313319, 5313362, 6315252, 6315284	5313319 5313362 6315252	TRUCK#104.#124,#129 TRUCK#104.#124,#129	Automotive Equipment/Maint	301.64
98396	10/1/2021	AMERICAN RED CROSS - First Aid & CPR Certifications and Supplies	22366264	First Aid & CPR Certifications	Supplies- Clothing & Safety	172
98397	10/1/2021	APPLICANT PRO - online employment application software	165950	online employment application	Office Equipment/Maint	249
98398	10/1/2021	AT & T - U VERSE - Woodranch ASC internet service		Woodranch ASC internet service	Utilities Phone/Internet	48.15
98399	10/1/2021	AT & T - U VERSE - RSCP internet service		RSCP internet service	Utilities Phone/Internet	107.77
98400	10/1/2021	AT & T - U VERSE - SHGC internet service		SHGC internet service	Utilities Phone/Internet	123.05
98401	10/1/2021	AT & T - U VERSE - township asc internet service		township asc internet service	Utilities Phone/Internet	80.25
98402	10/1/2021	AT & T - U VERSE - madera asc internet service		madera asc internet service	Utilities Phone/Internet	80.25
98403	10/1/2021	AT & T - U VERSE - sinaloa teen club internet service		sinaloa teen club internet ser	Utilities Phone/Internet	80.25
98404	10/1/2021	AT & T - U VERSE - Mountain View ASC internet service		Mountain View ASC internet ser	Utilities Phone/Internet	165.85

98405	10/1/2021	AT & T - U VERSE - Crestview ASC internet service		Crestview ASC internet service	Utilities Phone/Internet	144.45
98406	10/1/2021	AT & T CAL NET 3 - knolls fire station		knolls fire station	Utilities Phone/Internet	23.4
98407	10/1/2021	AT & T- INTERNET - Knolls ASC internet service		Knolls ASC internet service	Utilities Phone/Internet	210.28
98408	10/1/2021	AT & T- INTERNET - Vista ASC internet service		Vista ASC internet service	Utilities Phone/Internet	208.65
98409	10/1/2021	BAY ALARM - Alarm Monitoring	2.47E+12	Alarm Monitoring	Contract Services Buildings District	1,792.20
98410	10/1/2021	BAY ALARM - RSSCC-Service	18890886	RSSCC-Service	Contract Services Buildings District	115
98411	10/1/2021	BAY ALARM - Golf_Burglar_Alarm	18971703	Golf_Burglar_Alarm	Professional & Special Services	220.5
98412	10/1/2021	BMC - Invoices 69062863, 69252199, 69296644, 69296801, 69304346, 69391912, 69429998, 69434990	69062863 69252199 69296644 69296801	SV-Supplies SV-Supplies OP-Supplies OP-Supplies	Maintenance - Other Buildings District	1,112.08
98413	10/1/2021	BMI PAC WEST - AC SERVICE TRAIN DEPOT	15812	AC SERVICE TRAIN DEPOT	Contract Services Buildings District	1,443.47
98414	10/1/2021	BRIDGESTONE GOLF - SGC Golf Merchandise	1003033966	SGC Golf Merchandise	Inventory Shipping/Freight	113.78
98415	10/1/2021	BURKE WILLIAMS & SORENSON - Invoices 274366, 274368	274366 274368	Legal Services Legal Services	Professional & Special Services	10,479.01
98416	10/1/2021	CAL STATE SITE SERVICES - Invoices 193899, 197834	193899 197834	Deluxe Portable Restrooms for	Contract Services Grounds District	430.1
98417	10/1/2021	CALIFORNIA DO IT CENTER - Invoices 2602, 2603, 2605, 2628, 2639, 2664, 2678, 6916	2602 2603 2605	SV/OP - Supplies SV/OP - Supplies SV/OP - Supplies	Maintenance - Other Buildings District Grounds District	763.63
98418	10/1/2021	CALLAWAY GOLF COMPANY - Invoices 933817473, 933817475, 933832652	933817473 933817475 933832652	Golf Merchandise Golf Merchandise Golf Merchandise	Inventory Shipping/Freight	934.17
98419	10/1/2021	CANNON - OCCP Floodplain Analysis	77740	OCCP Floodplain Analysis	Disaster Expense- Insured	9,871.50

98420	10/1/2021	CELL ENERGY - REPLACEMENT GATE BATTERIES	9410014239	REPLACEMENT GATE BATTERIES	Maintenance - Other Grounds District	154.11
98421	10/1/2021	CHARLIE'S CUSTOM UPHOLSTERY - TRUCK#107		TRUCK#107	Automotive Equipment/Maint	780
98422	10/1/2021	JAMIE CLUGSTON - aerobics instructor	831	aerobics instructor	Instructor Fees	81
98423	10/1/2021	COASTAL BYPRODUCTS INC - RSSCC Grease Trap	320584	RSSCC Grease Trap	Maintenance - Other RSSCC	130
98424	10/1/2021	COASTLINE EQUIPMENT COMPANY - TRACTOR #466	834915	TRACTOR #466	Other Equipment/Maint	163.47
98425	10/1/2021	CRAGOE PEST SERVICES INC - Invoices 1200173965, 17200172682, 17200179657, 1720018385	1200173965 17200172682 17200179657 1720018385	SGC Gopher Service SGC Gopher Service SGC Gopher Service SGC Gopher Service	Contract Services Grounds	500
98426	10/1/2021	DAPHNE'S HEADCOVERS - Golf Shop Merch SHGC	307669	Golf Shop Merch SHGC..	Inventory Shipping/Frieght	221.98
98427	10/1/2021	DAVE'S TOWING SERVICE - TOW IN VEHICLE #23 BAD BATTERY		TOW IN VEHICLE #23 BAD BATTERY	Equipment/Maintenanc e Buildings District	95
98428	10/1/2021	DIRECT TV - SHGC_Clubhouse_TV	35496696x210910	SHGC_Clubhouse_TV	Utilities Phone/Internet	175.78
98429	10/1/2021	DUNN-EDWARDS CORP. - Invoices 2057420377, 2057420379, 2057421480, 2057421555	2057420377 2057420379 2057421480	SV/OP- PAINT SV/OP- PAINT SV/OP- PAINT	Maintenance - Other Buildings District	671.21
98430	10/1/2021	E.B.M. INC. - Invoices 25171, 25172, 25173, 25174, 25175, 25176, 25177, 25178	25171 25172 25173	SV/OP Sept SV/OP Sept SV/OP Sept	Contract Services Buildings District	3,649.77
98431	10/1/2021	ENGRAVING WIZARD - Plaques for employee awards PT and FT Sept 2021	2204	Plaques for employee awards PT	Professional & Special Services	123.12
98432	10/1/2021	ENVICOM CORPORATION - Invoices 16694, 16779	16694 16779	OCCP Environmental Services	Disaster Expense- Insured	5,362.65
98433	10/1/2021	eRANGE INC - Invoices 106843, 106844	106843 106844	Range Ball Dispenser Repairs	Other Equipment/Maint	730

98434	10/1/2021	FENCE FACTORY - SV Fence Materials	128420	SV Fence Materials	Maintenance - Other Buildings District	436.39
98435	10/1/2021	EDUARDO FLORIAN - pickleball instructor	2021-0911	pickleball instructor	Instructor Fees	1,747.20
98436	10/1/2021	FULLER ENGINEERING INC - Invoices 144594, 144827	144594 144827	SV/OP-Pool/Water SV/OP-Pool/Water	Pool Equipment/Maint	2,851.96
98437	10/1/2021	GOLDEN WEST INDUSTRIAL SUPPLY - DRILL BITS, NITRO GLOVES	2110254	DRILL BITS, NITRO GLOVES	Supplies - Clothing & Safety Buildings District	671.08
98438	10/1/2021	GREATAMERICA LEASING CORP. - Maintenance and Lease of Postage Machine	30079236	Maintenance and Lease of Postage	Office Equipment/Maintenance	220.06
98439	10/1/2021	H & H AUTO PARTS WHOLESALE - Auto Parts	3in9648	Auto Parts	Automotive Equipment/Maintenance	478.64
98440	10/1/2021	HOME DEPOT CREDIT SERVICES - Supplies		Supplies	Maintenance - Other Buildings District	2,694.70
98441	10/1/2021	HOUSE SANITARY SUPPLY INC - SV/OP Custodial Supplies	256259	SV/OP Custodial Supplies	Supplies - Custodial District	6,873.18
98442	10/1/2021	INTEGRITY TREE SERVICE - Dead tree removal SHGC	3713	Dead tree removal SHGC..	Contract Services Grounds	1,700.00
98443	10/1/2021	JIM'S TIRE CENTER - Invoices 20001133, 20001452, 20001533, 20001597, 20001840, 20002030	20001133 20001452 20001533	Auto Supplies-SV Auto Supplies-SV Auto Supplies-SV	Automotive Equipment/Maintenance	742.6
98444	10/1/2021	JTEC CORPORATION - OCCP Caretaker's Residence	jtec121.21	OCCP Caretaker's Residence	Disaster Expense-Insured	20,425.00
98445	10/1/2021	KNORR SYSTEMS INC - Invoices si233372, si233379, si233565	si233372 si233379 si233565	Pool Supplies Pool Supplies Pool Supplies	Pool Equipment/Maintenance	3,444.71
98446	10/1/2021	LITTLE MUSIC MAKERS - music instructor	202103	music instructor	Instructor Fees	141.6
98447	10/1/2021	MIZUNO USA INC - Invoices 7188284, 719036, 7193423	7188284 719036 7193423	SHGC Golf Clubs SHGC Golf Clubs SHGC Golf Clubs	Inventory Shipping/Freight	2,543.47

98448	10/1/2021	MOBILE MODULAR MANAGEMENT - Invoices 2190302, 2190391	2190302 2190391	Vista ASC and Garden Grove ASC bldg lease	Rents & Leases	1,776.06
98449	10/1/2021	NAPA AUTO PARTS - Invoices 5469750147, 5469753261, 5469753326, 5469753567, 5469753687, 5469753917, 5469754651, 5469754719, 5469754738, 5469754740, 5469755015	5469750147 5469753261 5469753326 5469753567 5469753687 5469753917	Parts/Supplies Parts/Supplies Parts/Supplies Parts/Supplies Parts/Supplies	Automotive Equipment/Maintenanc e Other Equipment/Maintenanc e District	1,165.37
98450	10/1/2021	NEWCASTLE MOTORS - Invoices 10789, 10790, 11846	10789 10790 11846	VEHICLE REPAIR VEHICLE REPAIR VEHICLE REPAIR	Automotive Equipment/Maint	3,417.63
98451	10/1/2021	O'REILLY AUTO PARTS - Invoices 3054261425, 3054261466, 3054261660, 3054261665, 3054261684, 3054262008, 3054262110, 3054262118, 3054262147, 3054262315, 3054262330, 3054262888, 3054263286, 3054263873, 3054263944, 3054263979, 3054264038, 305426414, 3054264782, 3054265577, 3542629	3054261425 3054261466 3054261660 3054261665 3054261684 3054262110 3054262118 3054262008 3054262110 3054262118 3054262147 3054262315	SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint	Automotive Equipment/Maintenanc e Automotive Equipment/Maintenanc e District	1,579.32
98452	10/1/2021	ORKIN - Invoices 211379246, 211385889, 211385943, 211387311, 211574076, 217235290, 217235356, 220495512	211379246 211385889 211385943 211387311 211574076	SV/OP - Sept SV/OP Sept. Service SV/OP Sept. Service SV/OP Sept. Service	Contract Services Buildings District Contract Services Buildings District	949.08
98453	10/1/2021	PARKER-ANDERSON LEARNING CTR - enrichment	118	enrichment	Instructor Fees	1,656.00

98454	10/1/2021	PEPERTREE BUSINESS PARK LLC - Guardian Street Business Park utility and maintenance fees	484	Guardian Street Business Park	Professional & Special Services	1,098.98
98455	10/1/2021	PRUDENTIAL OVERALL SUPPLY - Invoices 172087909, 172087910, 172088013, 172088017, 172089176, 172089179, 172089317, 172089318, 172089671, 172089672, 172089673, 172089691, 172090304, 172090678, 172090777, 172090780, 172091058, 172091059, 172091076, 17291060	172087909 172087910 172088013 172088017 172089176 172089179 172089318 172089671 172089672 172089673	OPCC Uniform Service SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms RSSCC Uniform Service	Supplies - Uniform Allowance District Supplies - Uniform Allowance District Supplies - Custodial OPCC Supplies - Uniform Allowance RSSCC Supplies - Uniform Allowance	661.25
98456	10/1/2021	PUKKA INC. - Golf Shop Merchandise	7389	Golf Shop Merchandise	Inventory Shipping/Frieght Other	693.12
98457	10/1/2021	R & R PRODUCTS INC - MOWERS	cd2595423	MOWERS	Equipment/Maint	1,176.42
98458	10/1/2021	REXEL - Invoices 130031879, 130077032	130031879 130077032	LIGHT POLE BULL HORN,WHEATHER	Maintenance - Other Buildings District	174.54
98459	10/1/2021	RGSE INC - Structural Calcs OCCP Lagoon	8469	Structural Calcs OCCP Lagoon	Disaster Expense- Insured	715
98460	10/1/2021	S.C.M.A.F. - Softballs for RSRPD Simi Valley and Oak Park Leagues	8989	Softballs for RSRPD Simi Valle	Supplies Softball Supplies Softball	5,160.61
98461	10/1/2021	SCI CONSULTING GROUP - Assessment Administration Services Fiscal year 21/22	9942	Assessment Administration Serv	Professional & Special Services	8,434.44
98462	10/1/2021	SCV JANITORIAL SUPPLY - HAND SOAP DISPENSER, DISINFECTANT	13223	HAND SOAP DISPENSER, DISINFECT	Supplies - Custodial District	195.52
98463	10/1/2021	SHERWIN-WILLIAMS - Invoices 13018, 19065, 26191, 7150	13018 19065	SV/OP - Paint Supplies SV/OP - Paint Supplies	Maintenance - Other Buildings District	262.42
98464	10/1/2021	SIMI VALLEY FORD - Invoices 58222, 96626, 96634	58222 96626	TRUCK#116 TRUCK #110	Automotive Equipment/Maint	2,075.44

98465	10/1/2021	SIMI VALLEY UNIFIED SCHOOL DST - ASC October bldg leases	ar22-00179	ASC October bldg leases	Rents and Leases	4,434.10
98466	10/1/2021	SO CAL OFFICE TECHNOLOGIES - Xerox Copies	2146770	Xerox Copies	Office Equipment/Maint	664.31
98467	10/1/2021	SOUTHERN CALIFORNIA EDISON - SCE		SCE	Utilities Electric	230.66
98468	10/1/2021	SPARKLETTS - SHGC Bottled Water	1.81E+13	SHGC Bottled Water	Contract Services Grounds	114.89
98469	10/1/2021	SPECTRUM BUSINESS - Cable TV / Internet Oak Park	2.45E+11	Cable TV / Internet Oak Park	Utilities Phone/Internet OPCC	525
98470	10/1/2021	SPECTRUM BUSINESS - Cable TV / Internet RSSCC	1.22E+12	Cable TV / Internet RSSCC	Utilities Phone/Internet RSSCC	427
98471	10/1/2021	STEPHEN'S VIDEO PRODUCTION - Videotape and Livestream Board Meetings - Sept 2021		Videotape and Livestream Board	Professional & Special Services	1,000.00
98472	10/1/2021	NANCY SY - tai chi instructor	821	tai chi instructor	Instructor Fees	936
98473	10/1/2021	TAPO PLUMBING SUPPLY - Invoices 51058, 51379	51058 51379	Plumbing Supplies Plumbing Supplies	Maintenance - Other Buildings District	65.2
98474	10/1/2021	TERRY LU CURAN & SONS TRUCKING - Invoices 112699, 112720	112699 112720	Grounds Maint. Supplies Grounds Maint. Supplies	Maintenance - Other Grounds	6,494.72
98475	10/1/2021	THE ROB WEST MARKETING COMPANY - Golf Course Websites	2897	Golf Course Websites	Professional & Special Services	500
98476	10/1/2021	TITLEIST - Invoices 100087666, 911729543, 911730573, 911832298, 911848413	100087666 911729543 911730573 911832298	SHGC Golf Merchandise and Rang SHGC Golf Merchandise and Rang	Inventory	771.08
98477	10/1/2021	TURF STAR INC. - Golf Equipment Repairs	7190979	Golf Equipment Repairs	Other Equipment/Maint	560.3
98478	10/1/2021	U.S. BANK-CAL CARD - district cal card purchases	8/23-9/22/2021	district cal card purchases	Special Department Expense	53,308.09
98479	10/1/2021	VCSDA - Meeting Registration Fee	10/5/21meeting	Meeting Registration Fee	Education & Travel Expense	44

98480	10/1/2021	VENTURA REGIONAL SANITATION DISTRICT - MITIGATION AND MONITOR OF THE TIERRA REJADA LANDFILL	544	MITIGATION AND MONITOR OF THE	Professional & Special Services	17,378.00
98481	10/1/2021	VILLAGE VIEW LIGHTING - Invoices 94489, 94512, 94513, 94514, 94515, 94590	94489 94512 94513	SV-Electrical Supplies SV-Electrical Supplies	Maintenance - Other Buildings District	1,436.89
98482	10/1/2021	VOLVIK USA - Golf Merchandise for SGC.	114830	Golf Merchandise for SGC...	Inventory	468
98483	10/1/2021	XEROX-REC - Lease for Copier in Recreation	2790484	Lease for Copier in Recreation	Rents & Leases - Equipment	395.49
98484	10/1/2021	YAMAHA GOLF CAR COMPANY - Golf Cart Parts	92095118	Golf Cart Parts	Other Equipment/Maint	83.03
98485	10/1/2021	Z SIGNS AND GRAPHICS - RANGER VEHICLE DECALS	648	RANGER VEHICLE DECALS	Automotive Equipment/Maint	489.98
10-203	10/1/2021	Merchant Services - Monthly credit card processing fees			Bank/Credit Card Fees	1,448.03
10-204	10/1/2021	Merchant Services - Monthly credit card processing fees			Bank/Credit Card Fees	6,677.99
10-206B	10/4/2021	OpenEdge - Monthly credit card processing fees			Bank/Credit Card Fees	2,552.68
10-208C	10/4/2021	OpenEdge - Monthly credit card processing fees			Bank/Credit Card Fees	1,745.42
98486	10/5/2021	AT & T - U VERSE - Knolls fire station internet service		Knolls fire station internet s	Utilities Phone/Internet	80.25
98487	10/5/2021	AT & T - U VERSE - RTCP Maint internet service		RTCP Maint internet service	Utilities Phone/Internet	80.25
98488	10/5/2021	CITY OF SIMI VALLEY - WATER - water 7/20-9/22/2021	7/20-9/22/2021	water 7/20-9/22/2021	Utilities Water District	97,287.76
98489	10/5/2021	REFUND CUSTOMER - Clarinda Ford course refund	318830	Clarinda Ford course refund	Refunds Payable	46.58
98490	10/5/2021	REFUND CUSTOMER -Christine Ziegwied course refund	318833	Christine Ziegwied course refu	Refunds Payable	30
98491	10/5/2021	REFUND CUSTOMER - Deatta Vasquez rental refund	318861	Deatta Vasquez rental refund	Refunds Payable	1,375.00

98492	10/5/2021	REFUND CUSTOMER - Jordan Klein rental refund	318876	Jordan Klein rental refund	Refunds Payable	500
98493	10/5/2021	REFUND CUSTOMER - Taylor Johnson rental refund	318880	Taylor Johnson rental refund	Refunds Payable	500
98494	10/5/2021	REFUND CUSTOMER - Mikali Bender course refund	319332	Mikali Bender course refund	Refunds Payable	149.1
98495	10/5/2021	REFUND CUSTOMER - Pamela Daly course refund	319335	Pamela Daly course refund	Refunds Payable	46.42
98496	10/5/2021	REFUND CUSTOMER - Cindy Valenzuela rental refund	319340	Cindy Valenzuela rental refund	Refunds Payable	300
98497	10/5/2021	REFUND CUSTOMER - Lynn Ceralde course refund	319364	Lynn Ceralde course refund	Refunds Payable	91.44
98498	10/5/2021	GOLDEN STATE WATER COMPANY - WATER	8/16-9/16/2021	WATER	Utilities Water District	7,652.01
98499	10/5/2021	SOUTHERN CALIFORNIA EDISON - SCE		SCE	Utilities Electric	5,003.81
98500	10/5/2021	SOUTHERN CALIFORNIA GAS CO - GAS		GAS	Utilities Electric Utilities Gas District	3,295.41
98501	10/5/2021	TRIUNFO WATER & SANITATION DISTRICT - Oak Park water	8/18-9/18/2021	Oak Park water	Utilities Gas RSSCC Utilities Water District	48,946.13
10-214	10/5/2021	SHELL PAYMENT CENTER - Gas Card online payment			Supplies - Gasoline, Oil Fleet District	19,569.17
10-216	10/7/2021	AMILIA TECHNOLOGIES USA INC - Monthly Recreation Software Charges + credit card processing fees- Inv# 1517871			Bank/Credit Card Fees Office	8,532.66
97725 VOID	10/7/2021	CARLOS ALMANZA - Employee Reimbursement	VOID	VOID	Void - reissued, never received	-57.42
98079 VOID	10/11/2021	REFUND CUSTOMER - Jeanette Farag course refund	VOID	VOID	Void - found original check	-72.00
98502	10/12/2021	CARLOS ALMANZA - Employee Reimbursement	14626	Employee Reimbursement	Supplies Alternative Recreation Specialty Classes	57.42

98503	10/12/2021	AT & T - Copper line at Guardian		Copper line at Guardian	Utilities Phone/Internet	52
98504	10/12/2021	CO-POWER - Dental Insurance	2127266	Dental Insurance	Dental Care	3,827.06
98505	10/12/2021	REFUND CUSTOMER - Mike Markowitz course refund	319549	Mike Markowitz course refund	Refunds Payable	50
98506	10/12/2021	REFUND CUSTOMER - Mike Markowitz course refund	319550	Mike Markowitz course refund	Refunds Payable	50
98507	10/12/2021	REFUND CUSTOMER - Mike Markowitz course refund	319551	Mike Markowitz course refund	Refunds Payable	100
98508	10/12/2021	REFUND CUSTOMER - iLead charter schools course refund	319563	iLead charter schools course r	Refunds Payable	10.01
98509	10/12/2021	REFUND CUSTOMER - Madalyn Babcock course refund	319567	Madalyn Babcock course refund	Refunds Payable	40
98510	10/12/2021	REFUND CUSTOMER -Madalyn Babcock course refund	319568	Madalyn Babcock course refund	Refunds Payable	23.58
98511	10/12/2021	REFUND CUSTOMER - Jaynie Schwab course refund	319569	Jaynie Schwab course refund	Refunds Payable	111.72
98512	10/12/2021	REFUND CUSTOMER - Shayla Lamberth rental refund	319591	Shayla Lamberth rental refund	Refunds Payable	500
98513	10/12/2021	REFUND CUSTOMER - Arsenio Saenz course refund	319593	Arsenio Saenz course refund	Refunds Payable	52
98514	10/12/2021	REFUND CUSTOMER - Art Packard course refund	53242467	Art Packard course refund	Refunds Payable	20
98515	10/12/2021	SIMI VALLEY LANDFILL - REFUSE DISPOSAL	5077725108	REFUSE DISPOSAL	Refuse Disposal	57.33
98516	10/12/2021	SOUTHERN CALIFORNIA EDISON - sce		sce	Utilities Electric District	18,836.95
98517	10/12/2021	SPARKLETTS - SHGC Bottled Water	1.81E+13	SHGC Bottled Water	Contract Services Grounds	114.89
98518	10/12/2021	SPECTRUM BUSINESS - Cable TV / Internet Sinaloa Golf Course	2.46E+11	Cable TV / Internet Sinaloa Go	Utilities Phone/Internet	257.3

98519	10/12/2021	WASTE MANAGEMENT - Invoices 256322702836, 626290602830, 626300902832, 626439102833, 626439202831, 626479602833	256322702836 626290602830 626300902832 626439102833	refuse disposal refuse disposal refuse disposal refuse disposal	Refuse Disposal Refuse Disposal Janitorial Svcs / Refuse Disposal	11,898.70
98520	10/12/2021	XEROX-REC - Lease for Copier in Recreation	2841117	Lease for Copier in Recreation	Rents & Leases - Equipment	395.49
98521	10/12/2021	YAMAHA MOTOR CORP - SHGC cart lease	755586	SHGC cart lease	Rents & Leases - Equipment	10,841.53
98522	10/15/2021	777 CLEANERS & LAUNDRY - Ranger Uniform Cleaning Service		Ranger Uniform Cleaning Servic	Supplies - Uniform Allowance	80
98523	10/15/2021	ACCU PRINTS - New Hire Fingerprinting Services	1021	New Hire Fingerprinting Servic	Professional & Special Services	345
98524	10/15/2021	ALLGOOD DRIVING INC - online drivers education	Sep-21	online drivers education	Instructor Fees	28
98525	10/15/2021	AMERICAN RED CROSS - Invoices 22374064, 22376278	22374064 22376278	First Aid & CPR Certifications	Supplies- Clothing & Safety	532
98526	10/15/2021	ART HOUSE CUSTOM FRAMING - Employee 15 year anniversary frames	5080	Employee 15 year anniversary	Professional & Special Services	341.08
98527	10/15/2021	ARTESIA SAWDUST PRODUCTS - Houghton_playground_woodchip	156722	Houghton_playground_wo odchips	Contract Services Grounds District	2,714.10
98528	10/15/2021	AT & T - U VERSE - garden grove asc internet service		garden grove asc internet serv	Utilities Phone/Internet	58.85
98529	10/15/2021	AT & T - U VERSE - strathearn internet service		strathearn internet service	Utilities Phone/Internet	69.55
98530	10/15/2021	AT & T CAL NET 3 - hillside teen club internet service		hillside teen club internet se	Utilities Phone/Internet	28.54
98531	10/15/2021	BERMUDA SANDS - Golf Merchandise	100825	Golf Merchandise	Inventory Shipping/Frieght	313.53
98532	10/15/2021	BMC - Invoices 69468345, 69508108, 69508283, 69534210	69468345 69508108	SV-Supplies SV-Supplies	Maintenance - Other Buildings District	205.52
98533	10/15/2021	BREAKTHROUGH SPORTS - Invoices 0258, 251	0258 251	sports training SPORTS CAMP	Instructor Fees Instructor_Fees	2,792.30

98534	10/15/2021	BRINKS INC - Invoices 11720134, 4322057	11720134 4322057	Weekly deposit pick up Weekly deposit pick up	Bank/Credit Card Fees Bank/Credit Card Fees Bank/Credit Card Fees	670.33
98535	10/15/2021	SUZANNE BROCKHAUS - EXERCISE INSTRUCTOR	92021	EXERCISE INSTRUCTOR	Instructor Fees	216
98536	10/15/2021	CAL STATE SITE SERVICES - Invoices 195917, 198722, 198809	195917 198722 198809	Music in the Park - SV- August SV-PORTA-POTTIES	Contract Services Grounds District	1,982.91
98537	10/15/2021	CALIFORNIA DO IT CENTER - Invoices 2693, 2698, 2706, 2722, 2728, 6932, 7031	2693 2698 2706	Misc supplies for Recreation p SV/OP - Supplies	Maintenance - Other Buildings District	321.7
98538	10/15/2021	CALLAWAY GOLF COMPANY - Golf Merchandise	933779978	Golf Merchandise	Inventory Shipping/Freight	116.49
98539	10/15/2021	CENTURY INDUSTRIES LLC - Showmaster Spare Tire	24687	Showmaster Spare Tire		958.3
98540	10/15/2021	CITY OF SIMI VALLEY-SANITATION - REFUSE DISPOSAL		REFUSE DISPOSAL	Utilities Sewer District	714.61
98541	10/15/2021	CLEAR SOURCE FINANCIAL - Consultant for Cost of Service and Cost Recovery Analysis	UFC0921444	Consultant for Cost of Service	Professional & Special Services	7,650.00
98542	10/15/2021	JAMIE CLUGSTON - Invoices 092021, 921	092021 921	BALLET INSTRUCTOR EXERCISE INSTRUCTOR	Instructor Fees Instructor Fees	241.2
98543	10/15/2021	COMPUTERWORKS NFP SOLUTIONS - Computer Support - Accu Fund	4142	Computer Support - Accu Fund	Professional & Special Services	100
98544	10/15/2021	DELTA ELEVATOR - Activity Ctr Service	9212485	Activity Ctr Service	Contract Services Buildings District	230.72
98545	10/15/2021	DEX COMM - After Hours Answering Service	8143100121	After Hours Answering Service	Utilities Phone/Internet	198.43
98546	10/15/2021	DUNN-EDWARDS CORP. - Invoices 2057422619, 2189048745, 2189048772	2057422619 2189048745 2189048772	SV/OP- PAINT SV/OP- PAINT SV/OP- PAINT	Maintenance - Other Buildings District	263.27
98547	10/15/2021	MIGUEL ENCISO - pickleball instructor	pkl209	pickleball instructor	Instructor Fees	300

98548	10/15/2021	FENCE FACTORY - SV Fence Materials	128894	SV Fence Materials	Maintenance - Other Buildings District	112.23
98549	10/15/2021	FULLER ENGINEERING INC - SV/OP-Pool/Water	144934	SV/OP-Pool/Water	Pool Equipment/Maint	1,308.83
98550	10/15/2021	PAUL GARRON - tennis instructor	100821	tennis instructor	Instructor Fees	1,797.75
98551	10/15/2021	CARRIE GORRELL - Invoices 321, 322	321 322	yoga instructor yoga instructor	Instructor Fees	1,134.00
98552	10/15/2021	H & H AUTO PARTS WHOLESALE - Auto Parts	bst3in9672	Auto Parts	Automotive Equipment/Maint	97.55
98553	10/15/2021	HARLEY'S VALLEY BOWL - Alt Rec Bowling Program		Alt Rec Bowling Program	Trip/Transportation Fees	924
98554	10/15/2021	KATHRYN HAVEN - Invoices 1get, 2get, 3get	1get 2get 3get	jazzercise instructor jazzercise instructor jazzercise instructor	Instructor Fees	405
98555	10/15/2021	HOUSE SANITARY SUPPLY INC - Invoices 25625901, 25625902	25625901 25625902	SV/OP Custodial Supplies SV/OP Custodial Supplies	Supplies - Custodial District	1,019.13
98556	10/15/2021	ITS- INTEGRATED TELEMANAGEMENT SERVICES - Phone service for the Activity Center	339739	Phone service for the Activity	Utilities Phone/Internet	1,513.71
98557	10/15/2021	JIM'S TIRE CENTER - Invoices 20002195, 20002197	20002195 20002197	Auto Supplies-SV Auto Supplies-SV	Automotive Equipment/Maint	1,233.62
98558	10/15/2021	JENELLE KARP - dance instructor	jk41317	dance instructor	Instructor Fees	162
98559	10/15/2021	JOSEPH KASTELIC JR. - jazzercise instructor	rs202109	jazzercise instructor	Instructor Fees	336
98560	10/15/2021	THEODORE LaBASH - guitar instructor	bgl10121	guitar instructor	Instructor Fees	810
98561	10/15/2021	LET'S RIDE MOTORSPORTS - Golf Cart Repairs SHGC	103510	Golf Cart Repairs SHGC	Other Equipment/Maint	906.1
98562	10/15/2021	LIEBERT CASSIDY WHITMORE - Group Harassment Training Presentation 2021	ra040900	Group Harassment Training Pres	Education & Travel Expense	2,050.00
98563	10/15/2021	LINCOLN AQUATICS - Lane Lines	c9607468	Lane Lines	Minor Equipment District	3,075.73

98564	10/15/2021	GINA LORENZO - aerobics instructor	9302021	aerobics instructor	Instructor Fees	224
98565	10/15/2021	MOBILE MINI - SHGC_Storage_Unit	9011632514	SHGC_Storage_Unit	Contract Services Grounds	150.78
98566	10/15/2021	MOBILE MODULAR MANAGEMENT - hillside teen club bldg lease	2191615	hillside teen club bldg lease	Rents & Leases - Real Property ASC Hillside	321.75
98567	10/15/2021	NAPA AUTO PARTS - Invoices 5469754749, 5469755241, 5469755546	5469754749 5469755241 5469755546	Parts/Supplies Parts/Supplies Parts/Supplies	Automotive Equipment/Maintenanc e	282.76
98568	10/15/2021	PAPER RECYCLING & SHREDDING - Invoices 497795, 497796	497795 497796	Shred service Shred service	Contract Services	126
98569	10/15/2021	ISAAC PAZ - Alt Rec Monthly DJ Services	1-Oct	Alt Rec Monthly DJ Services	Professional Services	150
98570	10/15/2021	PIONEER ATHLETICS - Softball Field Equipment	813440	Softball Field Equipment	Supplies Softball	705.35
98571	10/15/2021	PRUDENTIAL OVERALL SUPPLY - Invoices 172088298, 172088299, 172088318, 172090294, 172090677, 172092057, 172092441, 172093451, 172093831	172088298 172088299 172088318 172090294 172090677 172092057	SV/OP/SHGC/Sinaloa Uniforms OPCC Uniform Service RSSCC Uniform Service OPCC Uniform Service RSSCC Uniform Service	Supplies - Uniform Allowance District Supplies - Custodial OPCC Supplies - Uniform Allowance RSSCC	262.35
98572	10/15/2021	READY REFRESH - Invoices 01i0022401541, 11i0030749121	01i0022401541 11i0030749121	Monthly water cooler service	Supplies	1,211.06
98573	10/15/2021	RGSE INC - Structural Calcs OCCP Lagoon	8523	Structural Calcs OCCP Lagoon	Disaster Expense- Insured	830
98574	10/15/2021	RLF PUBLISHING - Reporter	oak park	Reporter	Marketing	7,730.00
98575	10/15/2021	SOUTHERN CALIFORNIA EDISON - Invoices ,		SCE SCE	Utilities Electric	36,106.39
98576	10/15/2021	SPECTRUM REACH - August Digital Ads	90508948	August Digital Ads	Marketing..	1,200.00
98577	10/15/2021	STAPLES - Office Supplies		Office Supplies	Supplies - Office	803.76

98578	10/15/2021	STAPLES BUSINESS ADVANTAGE - Office Supplies	1637942025	Office Supplies	Supplies - Office District	1,518.30
98579	10/15/2021	TAPO PLUMBING SUPPLY - Invoices 51076, 51385	51076 51385	SV/OP Water Features SV/OP Water Features	Pool Equipment/Maint	101.9
98580	10/15/2021	TEAM GOLF - SHGC Golf Shop Merchandise	1134179	SHGC Golf Shop Merchandise	Inventory Shipping/Frieght	151.7
98581	10/15/2021	TITLEIST - Invoices 100088304, 911873038, 911912230, 911912585	100088304 911873038	SHGC Golf Merchandise and Rang	Inventory Shipping/Frieght	1,137.44
98582	10/15/2021	TLC SPORTSWEAR INC - Invoices 078392, 078401	078392 078401	2021 Instructional Basketball T-Shirt Awards for 2021 Fall S	Supplies Basketball Instructional Center Teen / Youth Supplies Softball	4,414.62
98583	10/15/2021	TRIUNFO WATER & SANITATION DISTRICT - oak park water service	8/18-9/18/2021	oak park water service	Utilities Water District	11,798.42
98584	10/15/2021	VALLEY DIVE - swim instructor	296	swim instructor	Instructor Fees	732
98585	10/15/2021	VENCO WESTERN - SV/OP Weed Abatement	31514a	SV/OP Weed Abatement	Contract Services Grounds District	32,452.00
98586	10/15/2021	VILLAGE VIEW LIGHTING - Invoices 94488, 94546, 94628, 94731, 94748, 94796, 94830, 94831	94488 94546 94628	SV-Electrical Supplies SV-Electrical Supplies SV-Electrical Supplies	Maintenance - Other Buildings District	547.24
98587	10/15/2021	TIM WALTON - pickleball instructor	pka921	pickleball instructor	Instructor Fees	300
98588	10/15/2021	JESSE WEBSTER - volleyball instructor	svc2020	volleyball instructor	Instructor Fees	2,154.10
98589	10/15/2021	WESTERN NRG INC. - monthly billing computer support	138721	monthly billing computer suppo	Professional & Special Services	105
98590	10/15/2021	Z SIGNS AND GRAPHICS - Sycamore Park Disk Golf Signs	665	Sycamore Park Disk Golf Signs	Maintenance - Other Grounds District	91.16
Total						
Total Checks						607,554.63



4201 Guardian St., Simi Valley, CA 93063 - (805) 584-4400

PAYROLL CHECK REGISTER – 10/22/2021

Presented to the Board of Directors

Prepared by:
Tracy Heminuk

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Accountant	0.00	1,868.01	159884
Accountant-Payroll	0.00	2,539.97	103555
Accounting Specialist	0.00	2,105.38	105813
Administrative Assistant III	0.00	340.06	109381
Administrative Assistant IV	0.00	83.94	197660
Administrative Assistant V	0.00	857.14	103279
Administrative Assistant VI	0.00	928.03	160020
Administrative Assistant VI	0.00	235.17	107074
Administrative Assistant VI	0.00	645.74	109024
Administrative Secretary	0.00	1,951.91	101779
Administrative Secretary	0.00	1,764.12	105660
Administrative Specialist	0.00	1,638.07	197643
Adult Softball Umpire	0.00	207.83	159889
Adult Softball Umpire	0.00	83.12	105331
Adult Softball Umpire	0.00	387.87	105548
Adult Softball Umpire	0.00	303.49	106044
Adult Softball Umpire	0.00	83.12	107497
Adult Softball Umpire	0.00	83.11	109436
Adult Sports Official	0.00	80.12	107149
Assistant Golf Course Superintendent	0.00	2,049.13	101232
Assistant Golf Course Superintendent	0.00	1,261.28	155747
Assistant Pool Manager	0.00	499.11	197595
Assistant Pool Manager	0.00	603.21	159909
Assistant Pool Manager	0.00	628.72	101613
Assistant Pool Manager	0.00	685.64	108892
Assistant Site Director	0.00	699.49	160006
Assistant Site Director	0.00	611.91	107535
Assistant Site Director	0.00	446.14	107889
Bldgs. Maint. Worker II - Cust	0.00	1,978.39	104685
Bldgs. Maint. Worker II - Mech	0.00	1,688.00	108393
Bldgs. Specialist - Electrician	0.00	2,057.09	160026
Bldgs. Specialist - Mechanic	0.00	2,472.42	107332
Bldgs. Specialist - Utility	0.00	2,383.26	159926
Bldgs. Specialist - Utility	0.00	1,906.40	104681
Bldgs. Specialist - Utility	0.00	1,680.40	105838
Board of Director	0.00	444.67	160067
Board of Director	0.00	277.05	102927
Board of Director	0.00	106.02	197714
Board of Director	0.00	277.05	106240
Buildings Maintenance Worker I	0.00	1,799.89	100921
Buildings Maintenance Worker I	0.00	2,144.83	103181
Buildings Maintenance Worker I	0.00	2,157.00	160120
Buildings Maintenance Worker I	0.00	1,905.44	164645
Buildings Specialist - Pools & Water Features	0.00	1,878.65	170001
Computer Support Specialist	0.00	2,449.02	101054
Crew Leader	0.00	2,032.33	100864

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Crew Leader	0.00	2,060.53	101805
Crew Leader	0.00	2,128.04	103645
Crew Leader	0.00	2,187.57	105445
Crew Leader	0.00	2,082.62	107478
Crew Leader - Heavy Equipment	0.00	2,306.81	105329
Crew Leader - Heavy Equipment	0.00	1,436.49	108379
Crew Leader - Irrigation	0.00	2,158.90	159977
Crew Leader-Buildings Maint.	0.00	2,011.69	103430
Customer Service Representative	0.00	1,969.98	106354
Customer Service Representative	0.00	1,833.33	108198
Director of Administration	0.00	4,014.63	106987
Director of Planning & Maintenance	0.00	3,972.95	105972
Director of Recreation	0.00	3,928.52	197748
District Manager	0.00	6,409.71	160284
Executive Assistant	0.00	2,206.28	170010
Golf Assistant I	0.00	544.05	197691
Golf Assistant I	0.00	588.56	197707
Golf Assistant I	0.00	252.13	197784
Golf Assistant I	0.00	281.20	101300
Golf Assistant I	0.00	177.77	197703
Golf Assistant I	0.00	307.06	197692
Golf Assistant I	0.00	326.45	197672
Golf Assistant I	0.00	242.42	197787
Golf Assistant I	0.00	495.01	197792
Golf Assistant I	0.00	497.90	197789
Golf Assistant I	0.00	84.04	197749
Golf Assistant I	0.00	412.97	159951
Golf Assistant I	0.00	381.40	197715
Golf Assistant I	0.00	560.50	197720
Golf Assistant I	0.00	442.81	160015
Golf Assistant I	0.00	500.78	197757
Golf Assistant I	0.00	410.50	160217
Golf Assistant I	0.00	458.39	108860
Golf Assistant I	0.00	518.07	197628
Golf Assistant II	0.00	736.47	150812
Golf Assistant II	0.00	398.91	197765
Golf Assistant II	0.00	467.42	197649
Golf Assistant II	0.00	323.94	010288
Golf Assistant II	0.00	878.48	197758
Golf Assistant II	0.00	234.09	197799
Golf Assistant II	0.00	505.73	197687
Golf Assistant II	0.00	408.82	197778
Golf Course Assistant I - PT	0.00	177.78	197737
Golf Course Manager - Head Gol	0.00	3,471.00	107370
Golf Professional	0.00	1,066.74	197722
Golf Professional	0.00	651.52	109443

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Golf Specialist	0.00	1,383.26	159929
Groundskeeper I	0.00	1,796.78	160213
Groundskeeper I	0.00	1,744.66	159885
Groundskeeper I	0.00	1,581.45	159944
Groundskeeper I	0.00	1,509.48	159874
Groundskeeper I	0.00	1,785.43	160126
Groundskeeper I	0.00	2,143.29	103556
Groundskeeper I	0.00	1,847.61	105163
Groundskeeper I	0.00	2,213.98	105217
Groundskeeper I	0.00	2,041.29	159871
Groundskeeper I	0.00	1,649.86	105499
Groundskeeper I	0.00	184.70	105485
Groundskeeper I	0.00	2,183.40	105493
Groundskeeper I	0.00	1,839.69	106450
Groundskeeper I	0.00	1,527.26	159914
Groundskeeper I	0.00	1,666.98	197642
Groundskeeper II	0.00	2,464.72	100389
Groundskeeper II	0.00	1,415.85	100585
Groundskeeper II	0.00	1,801.85	101292
Groundskeeper II	0.00	1,897.82	101319
Groundskeeper II	0.00	1,777.20	101343
Groundskeeper II	0.00	2,180.43	105839
Groundskeeper II	0.00	2,450.45	107837
Groundskeeper II	0.00	1,952.77	109223
Head Golf Pro	0.00	2,412.79	197755
Human Resources Coordinator	0.00	2,373.66	170000
Landscape Designer	0.00	2,504.50	101970
Landscape Designer	0.00	3,439.23	102592
Landscape Designer	0.00	2,691.79	160071
Lifeguard	0.00	385.75	197734
Lifeguard	0.00	234.09	197780
Lifeguard	0.00	148.36	197793
Lifeguard	0.00	178.03	197790
Lifeguard	0.00	0.00	197736
Lifeguard	0.00	164.84	197741
Lifeguard	0.00	276.95	197739
Lifeguard	0.00	573.31	197604
Lifeguard	0.00	184.63	197760
Lifeguard	214.30	0.00	197798
Lifeguard	0.00	95.61	197743
Lifeguard	0.00	253.86	197729
Lifeguard	0.00	415.42	197744
Lifeguard	0.00	329.69	197726
Lifeguard	0.00	98.91	197724
Maintenance Worker I - PT	0.00	792.36	197662
Maintenance Worker I - PT	0.00	751.01	160325

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Maintenance Worker I - PT	0.00	61.41	159905
Maintenance Worker I - PT	0.00	920.31	105897
Maintenance Worker I - PT	0.00	921.41	160262
Maintenance Worker I - PT	0.00	732.87	107180
Maintenance Worker II - PT	0.00	925.26	105086
Maintenance Worker II - PT	0.00	936.08	105438
Maintenance Worker II - PT	0.00	911.39	105679
Maintenance Worker II - PT	0.00	765.97	197762
Maintenance Worker III - PT	0.00	980.02	105821
Maintenance Worker III - PT	0.00	1,005.44	160244
Maintenance Worker III - PT	0.00	510.38	197797
Maintenance Worker IV - PT	0.00	522.19	101131
Maintenance Worker IV - PT	0.00	1,152.04	101339
Maintenance Worker IV - PT	0.00	990.82	197763
Maintenance Worker IV - PT	0.00	1,593.56	197652
Maintenance Worker IV - PT	0.00	499.75	159946
Maintenance Worker IV - PT	0.00	545.95	103022
Maintenance Worker IV - PT	0.00	1,279.86	160155
Maintenance Worker IV - PT	0.00	265.11	103407
Maintenance Worker IV - PT	0.00	239.27	197776
Maintenance Worker IV - PT	0.00	962.27	160121
Maintenance Worker IV - PT	0.00	1,103.76	105719
Maintenance Worker IV - PT	0.00	850.47	197646
Maintenance Worker IV - PT	0.00	1,129.37	159876
Mechanic - Golf Courses	0.00	1,670.26	103331
Museum Director	0.00	364.41	103508
Park Ranger II	0.00	210.99	160297
Park Ranger II	0.00	210.99	160296
Park Ranger II	0.00	654.01	100879
Park Ranger II	0.00	450.52	197577
Park Ranger II	0.00	1,006.50	197756
Park Ranger II	0.00	712.20	160294
Park Ranger II	0.00	0.00	197566
Park Ranger II	0.00	1,617.19	197754
Park Ranger II	0.00	321.22	197633
Part-time Computer Technician	0.00	638.63	160332
Part-time Mechanic	0.00	907.43	105781
Part-time Recreation Coordinat	0.00	478.05	104824
Part-time Recreation Coordinat	0.00	485.03	160124
Part-time Recreation Coordinat	0.00	609.94	105705
Pool Manager	0.00	1,071.21	150064
Pool Manager	0.00	244.37	109361
Preschool Assistant	0.00	300.02	159999
Preschool Instructor & Spec.	0.00	589.59	109887
Program Assistant	0.00	756.40	101317
Program Assistant	0.00	290.90	197785

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Program Assistant	0.00	781.90	102930
Program Assistant	0.00	530.80	104413
Program Assistant	0.00	294.13	197786
Program Assistant	0.00	51.72	197801
Program Assistant	0.00	61.42	197808
Rec Attendant	0.00	164.85	197723
Rec Attendant	0.00	216.56	197731
Rec Attendant	0.00	58.18	160304
Rec Attendant	0.00	42.86	159850
Rec Attendant	0.00	166.23	107812
Rec Attendant	0.00	116.35	197616
Rec Attendant	0.00	182.77	109033
Recreation Aide	0.00	418.70	197655
Recreation Aide	0.00	316.75	197796
Recreation Aide	0.00	542.31	197666
Recreation Aide	0.00	290.90	197773
Recreation Aide	0.00	564.19	197669
Recreation Assistant	0.00	1,625.96	197644
Recreation Coordinator	0.00	1,938.54	110802
Recreation Coordinator	0.00	2,047.76	105146
Recreation Coordinator	0.00	2,607.25	105212
Recreation Coordinator	0.00	2,530.85	105277
Recreation Coordinator	0.00	1,747.84	105815
Recreation Coordinator	0.00	2,192.59	197608
Recreation Counselor	0.00	35.55	197806
Recreation Counselor	0.00	413.12	197750
Recreation Counselor	0.00	527.23	197782
Recreation Counselor	0.00	588.86	197629
Recreation Counselor	0.00	315.07	101653
Recreation Counselor	0.00	389.47	160283
Recreation Counselor	0.00	223.03	197794
Recreation Counselor	0.00	776.59	159878
Recreation Counselor	0.00	549.29	197768
Recreation Counselor	0.00	556.05	160141
Recreation Counselor	0.00	483.48	197701
Recreation Counselor	0.00	371.71	197751
Recreation Counselor	0.00	535.38	160335
Recreation Counselor	0.00	560.54	160318
Recreation Counselor	0.00	244.47	160235
Recreation Counselor	0.00	439.59	197781
Recreation Counselor	0.00	611.01	197770
Recreation Counselor	0.00	493.44	197621
Recreation Counselor	0.00	273.88	160200
Recreation Counselor	0.00	381.41	197769
Recreation Counselor	0.00	468.68	197795
Recreation Counselor	0.00	116.12	160256

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Recreation Counselor	0.00	224.50	160323
Recreation Counselor	0.00	368.48	107294
Recreation Counselor	0.00	291.55	160306
Recreation Counselor	0.00	433.12	197771
Recreation Counselor	0.00	708.71	197601
Recreation Counselor	0.00	401.41	197667
Recreation Counselor	0.00	64.65	197651
Recreation Counselor	0.00	379.74	159966
Recreation Counselor	0.00	216.96	160334
Recreation Counselor	0.00	506.54	197772
Recreation Counselor	0.00	512.32	197712
Recreation Counselor	0.00	490.58	160073
Recreation Counselor	0.00	410.05	197568
Recreation Counselor	0.00	493.43	160330
Recreation Counselor	0.00	400.80	197775
Recreation Counselor	0.00	193.94	197788
Recreation Counselor	0.00	561.35	197623
Recreation Counselor	0.00	284.45	197783
Recreation Program Specialsit	0.00	2,114.85	108439
Recreation Program Specialsit	0.00	1,789.68	103733
Recreation Specialist I - PT	0.00	107.42	100350
Recreation Specialist I - PT	0.00	90.64	100957
Recreation Specialist I - PT	0.00	235.69	106962
Recreation Specialist I - PT	0.00	939.08	157091
Recreation Specialist I - PT	0.00	120.84	159961
Recreation Specialist I - PT	0.00	42.86	197777
Recreation Supervisor II	0.00	2,713.23	100797
Recreation Supervisor II	0.00	2,758.69	104769
Recreation Supervisor II	0.00	2,229.99	105636
Scorekeeper	0.00	0.00	197594
Scorekeeper	0.00	129.29	108398
Site Coordinator	0.00	97.68	160075
Site Coordinator	0.00	204.31	160069
Site Director	0.00	1,057.94	108070
Site Director	0.00	985.04	103435
Site Director	0.00	1,054.65	153736
Site Director	0.00	0.00	197767
Site Director	0.00	1,338.74	105046
Site Director	0.00	1,083.15	155207
Site Director	0.00	1,272.50	159901
Site Director	0.00	624.91	109220
Specialist Instructor	0.00	1,197.68	160282
Specialist Instructor	0.00	80.28	197804
Specialist Instructor - Dance	0.00	363.63	108416
Sports Official	0.00	304.76	101166
Sports Official	0.00	249.34	101431

ADP Check Register - PR 10/22/21

Job Title Description	NetPay	AutoDep	File #
Sports Official	0.00	0.00	101279
Sports Official	0.00	55.41	102105
Sr. Maint. Supv. - Bldgs.	0.00	2,546.31	105666
Sr. Maint. Supv. - Grounds	0.00	3,290.45	102935
Sr. Maint. Supv. - Grounds	0.00	2,519.11	105042
Sr. Maint. Supv. - Grounds	0.00	2,794.42	105780
Sr. Maintenance Supervisor - S	0.00	2,794.17	103371
Sr. Park Ranger	0.00	2,386.25	197565
Weekend Lead Person	0.00	2,052.81	104758
Youth Sports Referee	0.00	12.93	197805
Youth Sports Referee	0.00	129.29	197774
Youth Sports Referee	0.00	93.73	197627
Youth Sports Referee	138.99	0.00	197800
Youth Sports Referee	0.00	447.35	160307
Youth Sports Referee	0.00	93.74	197654
Grand Totals			
Total	353.29	283,750.32	
 Count		291	

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 4, 2021
TO: District Manager
FROM: Director of Administration
SUBJECT: Receive and File Summary of Park Dedication Fees and Summary
of Projects Primarily Funded by Park Dedication Fees FY 2020/21

BACKGROUND

In accordance with California Government Code 66477, The Quimby Act, developers of residential units within District boundaries dedicate land for public parks or pay fees in lieu of dedication of land, or a combination thereof.

Funds received from developers are recorded in the District's Fund 40, Park Dedication Fees, and expended in specific geographic areas based on the development location.

Attached for your review is the Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees, for the period ending June 30, 2021. This report demonstrates the District had a beginning balance of Park Dedication Fees, as of July 1, 2020, equal to \$1,351,940; expended \$246,951 and received \$767,326 in revenue during fiscal year 2020/21 with an ending balance of \$1,872,315. As Park Dedication Fees are expended in specific geographic areas, the amounts are recorded on the attached document.

BOARD ACTION REQUESTED

Staff recommends the Board receive and file this report.



Theresa Pennington
Director of Administration

**SUMMARY OF PROJECTS PRIMARILY
FUNDED BY PARK DEDICATION FEES**

YEAR ENDING JUNE 30, 2021
FUNDS ON HAND AS OF JULY 1, 2021
Final

PAGE NO.	COMMUNITY PARK PLANNING AREAS	PARK DEDICATION FEES FY20.21						PARK DEDICATION FEES PROJECTION FY21.22		
		BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ENDING BALANCE	PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS		
1	Rancho Madera	256,428.92	0.00	64,573.94	191,854.98	0.00	(158,500.00)	33,354.98		
2, 3	Rancho Santa Susana	580,799.76	688,111.00	2,966.10	1,265,944.66	337,000.00	(1,487,500.00)	115,444.66		
4	Rancho Simi	317,765.93	65,869.00	179,411.07	204,223.86	89,500.00	(50,000.00)	243,723.86		
5	Rancho Tapo	33,735.00	0.00	0.00	33,735.00	0.00	0.00	33,735.00		
6	Interest/Other	163,210.12	13,345.73	0.00	176,555.85	13,800.00	(287,000.00)	(96,644.15)		
TOTAL ALL PLANNING AREAS		1,351,939.73	767,325.73	246,951.11	1,872,314.35	440,300.00	(1,983,000.00)	329,614.35		

**SUMMARY OF CURRENT PARK DEDICATION FEES
SUMMARY OF PROJECTS PRIMARILY
FUNDED BY PARK DEDICATION FEES**

10/29/21
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YEAR ENDING JUNE 30, 2021

RANCHO MADERA COMMUNITY PARK PLANNING AREA

		PARK DEDICATION FEES					PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
LOG REF.	DATE	SOURCE	BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ACTUAL FUNDS AVAILABLE			
		STRATHEARN	0.00	0.00	64,573.94	(64,573.94)	0.00	(33,500.00)	(98,073.94)
								Strathearn Park Printz Colony House Interior Design Changes (25,000.00)	
								Strathearn Park- St Rose of Lima Church Floor Refinishing (8,500.00)	
		RMCP	256,428.92	0.00	0.00	256,428.92	0.00	(125,000.00)	131,428.92
1084	12/9/2019	PD-S-1040/TT5978	253,442.92					Parking Lot	
1085	2/4/2020	LD-S-665, Parcel 1	2,986.00					Slurry Seal and Replacements RMCP (125,000.00)	
Rancho Madera Planning Area Total			256,428.92	0.00	64,573.94	191,854.98	0.00	(158,500.00)	33,354.98

**SUMMARY OF CURRENT PARK DEDICATION FEES &
SUMMARY OF PROJECTS PRIMARILY
FUNDED BY PARK DEDICATION FEES**

YEAR ENDING JUNE 30, 2021

RANCHO SANTA SUSANA COMMUNITY PARK PLANNING AREA

		PARK DEDICATION FEES				ACTUAL FUNDS AVAILABLE	PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
LOG REF.	DATE	SOURCE	BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ACTUAL FUNDS AVAILABLE	PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
		RSSCP	531,369.73	688,111.00	2,966.10	1,216,514.63	337,000.00	(1,242,500.00)	311,014.63
1045	02/23/16	PDS942	28,021.73					RSSCP - Phase 4 Design and Permitting	
1046	03/01/16	PDS1020	20,698.00						
1049	07/05/16	PDS1018	100,940.00					(242,500.00)	
1050	09/02/16	APN6180030365	2,986.00				337,000.00		
1051	10/14/16	PDS1007	8,958.00						
1053	02/03/17	PDS1029	48,502.00						
1055	03/14/17	PDS1036	53,748.00						
1060	12/29/17	TPS673	5,972.00						
1064	04/09/18	PDS1048	143,328.00						
1070	08/01/18	APN6250150370	2,986.00						
1072	02/07/19	626-0-083-605	2,986.00						
1073	02/07/19	626-0-083-615	2,986.00						
1074	03/04/19	PDS964/TT-5585	53,300.00						
1077	05/09/19	CUP-S-800	49,536.00						
1078	05/09/19	CUP-S-800	450.00						
1080	05/31/19	LDS682	2,986.00						
1081	09/12/19	APN #625-0-050-	2,986.00						
1087	07/16/20	PD-S-1053		90,981.00					
1088	11/06/20	PD-S-1053		579,214.00					
1090	01/29/21	PD-S-1041		17,916.00					

**SUMMARY OF CURRENT PARK DEDICATION FEES &
SUMMARY OF PROJECTS PRIMARILY
FUNDED BY PARK DEDICATION FEES**

YEAR ENDING JUNE 30, 2021

RANCHO SANTA SUSANA COMMUNITY PARK PLANNING AREA

		PARK DEDICATION FEES					PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
LOG REF.	DATE	SOURCE	BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ACTUAL FUNDS AVAILABLE			
		KNOLLS STN	49,430.03	0.00	0.00	49,430.03	0.00	(245,000.00)	(195,569.97)
970	09/16/05	PD-S-902	49,430.03					(150,000.00)	
		CHUMASH	0.00	0.00	0.00	0.00	0.00	(95,000.00)	
Rancho Santa Susana Planning Area Total			49,430.03	0.00	0.00	49,430.03	0.00	(245,000.00)	(195,569.97)

**SUMMARY OF CURRENT PARK DEDICATION FEES &
SUMMARY OF PROJECTS PRIMARILY
FUNDED BY PARK DEDICATION FEES**

YEAR ENDING JUNE 30, 2021

RANCHO SIMI COMMUNITY PARK PLANNING AREA

		PARK DEDICATION FEES					PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
LOG REF.	DATE	SOURCE	BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ACTUAL FUNDS AVAILABLE			
1054	03/10/17	RSCP PDS1033	317,765.93 27,515.93	65,869.00	179,411.07	204,223.86	89,500.00 89,500.00	Mayfair Park Sign Replacement (50,000.00)	243,723.86
1057	06/16/17	LDS654	2,986.00					RSCP - Pool Building and Pump Vault Renovation Design (50,000.00)	
1059	12/14/17	PDS1043	34,680.00						
1062	01/19/18	PDS1047	166,461.00						
1069	07/03/18	TPS691	2,986.00						
1076	04/23/19	APN 6320020105	17,268.00						
1086	06/17/20	PD-S-1067	65,869.00	65,869.00					
1089	12/23/20	PD-S-1067							
Rancho Simi Planning Area Total			317,765.93	65,869.00	179,411.07	204,223.86	89,500.00	(50,000.00)	243,723.86

**SUMMARY OF CURRENT PARK DEDICATION FEES &
SUMMARY OF PROJECTS PRIMARILY
FUNDED BY PARK DEDICATION FEES**

YEAR ENDING JUNE 30, 2021

RANCHO TAPO COMMUNITY PARK PLANNING AREA

		PARK DEDICATION FEES					PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
LOG REF.	DATE	SOURCE	BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ACTUAL FUNDS AVAILABLE			
1039	09/08/15	RTGP	33,735.00	0.00	0.00	33,735.00			
1048	06/20/16	PDS1026 PDS1042	24,777.00 8,958.00						33,735.00
		RUNKLE PARK	0.00	0.00	0.00	0.00		0.00	0.00
Rancho Tapo Planning Area Total			33,735.00	0.00	0.00	33,735.00		0.00	33,735.00

**SUMMARY OF PROJECTS FUNDED PRIMARILY BY
INTEREST, DONATIONS, LAND SALES, MISCELLANEOUS**

10/29/21
Page 6

YEAR ENDING JUNE 30, 2021

SOURCE	BEGINNING BALANCE	YR TO DATE REVENUE	YR TO DATE EXPENSE	ACTUAL FUNDS AVAILABLE	PROJECTED REVENUE	PROJECTED EXPENSE	ESTIMATED UNCOMMITTED FUNDS
INTEREST	112,928.24	13,283.35		126,211.59	13,800.00	(287,000.00)	(146,988.41)
Beg. Bal.	112,928.24				13,800.00	(162,000.00)	
Interest		13,283.35				(125,000.00)	
MISC.	42,887.49	0.00		42,887.49	0.00		42,887.49
Beg. Bal.	42,887.49					0.00	
Strathearn	1,754.39	62.38		1,816.77	0.00		1,816.77
Beg. Bal.	1,754.39						
Donations		62.38					
RTCP	5,640.00	0.00	0.00	5,640.00	0.00		5,640.00
Beg. Bal.	5,640.00					0.00	
Donations							
Total Other	163,210.12	13,345.73	0.00	176,555.85	13,800.00	(287,000.00)	(96,644.15)

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 4, 2021
TO: Board of Directors
FROM: District Manager
SUBJECT: Adoption of Resolution No. 2014 Regarding Holding Public Meetings During the Continued COVID-19 Pandemic State of Emergency Pursuant to Assembly Bill 361

BACKGROUND

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

On October 7, 2021, the Rancho Simi Recreation and Park District Board of Directors unanimously adopted Resolution No. 2012 authorizing remote teleconference of District meetings pursuant to modified Brown Act provisions during the continued COVID-19 Pandemic State of Emergency.

DISCUSSION

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

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

RECOMMENDATION

Staff recommends the Board Adopt Resolution No. 2014 authorizing the continuation of remote teleconference of District meetings pursuant to modified Brown Act provisions during the COVID-19 Pandemic State of Emergency.



Dan Paranick
District Manager

RESOLUTION NO. 2014 (SUBSEQUENT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SIMI RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM, ISSUED ON MARCH 4, 2020 AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF RANCHO SIMI RECREATION AND PARK DISTRICT FOR THE PERIOD OF NOVEMBER 8, 2021 THROUGH DECEMBER 8, 2021, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Rancho Simi Recreation and Park District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Rancho Simi Recreation and Park District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2012 on October 7, 2021 finding that the requisite conditions exist for the legislative bodies of Rancho Simi Recreation and Park District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

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

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

WHEREAS, the Board of Directors does hereby find that the State of Emergency was proclaimed in response to the COVID-19 novel coronavirus pandemic, the Ventura County Health Officer has recommended physical/social distancing measures continue to be practiced throughout Ventura County to minimize the spread of COVID-19 which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Rancho Simi Recreation and Park District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District has made provisions for remote teleconferencing participation in meetings by members of a legislative body; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF RANCHO SIMI RECREATION AND PARK DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and hereby find the Ventura County Public Health Officer has recommended physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The District Manager and legislative bodies of Rancho Simi Recreation and Park District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 4, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Rancho Simi Recreation and Park District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Rancho Simi Recreation and Park District this 4th day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 4, 2021
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of California Special District's Association Bylaws Amendments

SUMMARY

The California Special District's Association ("CSDA") is requesting its members, including Rancho Simi Recreation and Park District, to consider for adoption proposed amendments to the CSDA Bylaws. The proposed language changes are identified in underline and strikeout formatting on the attached document.

There are numerous minor verbiage and grammar updates as well as more significant proposed updates that are listed in summary below and in detail on the attached document including:

- Revised Rights of Regular Membership;
- New category for Retired Non-Voting Individual Membership;
- New section on the use of "member" in reference to Associate Members & Business Affiliate Members;
- Updated Termination of Membership section and new Procedures for Termination of Membership;
- Clarified process for handling a vacancy on the Board of Directors outside of nomination period;
- New section prohibiting dual directorships with CSDA's Alliance partner, Special District Risk Management Authority (SDRMA); and
- New Annual Report section added

As a member, Rancho Simi Recreation and Park District is entitled to vote on the proposed amendments.

RECOMMENDATION

Staff recommends the Board approve the proposed changes to the CSDA Bylaws, and authorize the District Manager to complete and return the official online voting ballot to CSDA.



Dan Paranick
District Manager

From: vote@simplyvoting.com <vote@simplyvoting.com>

Sent: Monday, October 11, 2021 9:01 AM

To: Dan Paranick <danp@rsrpd.us>

Subject: Reminder: CSDA 2021 Bylaw Vote

Dear CSDA Regular Voting Member:

The last CSDA bylaws updates were made in 2016 with the primary change being the addition of electronic voting for elections and other matters that require Regular Member approval.

Following receipt of feedback and suggestions over the last few years from members, CSDA has conducted a review of the CSDA Bylaws making the necessary updates as well as additions or improvements. There are numerous minor verbiage and grammar updates as well as more significant proposed updates that are listed in summary below and in detail in the mark-up form via the link provided below:

- Revised Rights of Regular Membership;
- A new category for Retired Non-Voting Individual Membership;
- A new section on the use of “member” in reference to Associate Members and Business Affiliate Members;
- Updates to the Termination of Membership section and adds a section regarding Procedure for Termination of Membership;
- Clarification on the process for handling a vacancy on the Board of Directors outside of nomination period;
- New Annual Report section added; and
- A new section prohibiting dual directorships with CSDA’s Alliance partner, Special District Risk Management Authority (SDRMA)

[A full copy of the CSDA Bylaws, including the tracked changes are attached.](#)

A link to an electronic CSDA Bylaws Update Approval is below. Please vote “yes” or “no”.

To vote, please visit: <https://CSDA.simplyvoting.com/>

Then enter your specific voting credentials as listed below:

Elector ID - D4347

Password - QTD4G

Or follow this link to access the ballot directly:

<https://CSDA.simplyvoting.com/auth.php?e=D4347&mac=a105dc2baae549766c4d>

The deadline to complete your voting through the system is November 12, 2021 at 5:00 pm.

If you have any questions please contact Amber Phelen at 916.442.7887 or amberp@csda.net

Thank you!

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT



BYLAWS

California Special Districts Association

Approved Bylaw Revision Dates:

- Revised 1996
- Revised 1999
- Revised 2004
- Revised October 1, 2009
- Revised August 2, 2010
- Revised August 1, 2011
- Revised July 1, 2014
- Revised July 1, 2016
- Revised November XX, 2021**

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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (hereinafter referred to as "CSDA"), CSDA will provide outreach, advocacy, professional development, information, and other various services to member districts

. CSDA will interact and collaborate, where appropriate, with the associations and groups that support or oppose its membership's interests. The control and governance of CSDA shall be the responsibility of CSDA's Board of Directors (the "Board of Directors").

Section 2. CSDA Networks:

The state of California shall be divided along county boundaries into six voting networks. The areas of the networks are determined by the Board of Directors of CSDA.

Section 3. Principal Office:

The principal business office of CSDA is located at 1112 I Street, Suite 200, Sacramento, California 95814. The Board of Directors shall have authority to change the principal office from one location to another.

powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

C. Business Affiliate Non-Voting Members:

Business Affiliate members shall be those businesses or organizations that provide services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

D. Retired Non-Voting Member (Individual Membership):

Retired Individual members shall be those persons that are retired from service as a staff or board member at a special district and have at least 1 year of previous service.

Retired members shall not be affiliated with or serve as a consultant to any agency eligible for regular, associate, or business affiliate membership in CSDA. Retired members cannot be employed by a company that provides services or products to special districts.

Retired members have no voting privileges and may not hold a seat on the CSDA Board of Directors. Retired members may hold a seat and may have voting privileges on any CSDA committee, with the exception of the Legislative Committee.

CSDA benefits available to retired members shall be determined by the CSDA Board of Directors.

Commented [NM3]: New provision adding individual membership category for those that wish to stay involved/informed after retirement

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws. The Board shall retain the authority to deny membership in CSDA at its discretion.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the authorized voting membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which notice has been given to voting members by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the regular voting member.

B. Voting Authorization:

Regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or by ballot.

C. Non-Voting Members:

CSDA may refer to Associate Members and Business Affiliate Members or other persons or entities associated with it, as "members", even though those persons or entities are not voting Regular Members as set forth in Article II Section I A hereof. No such reference as "members" shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.

Commented [NM4]: New provision clarifying the term 'members' and related references to the term

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, present at any annual or special meeting of the CSDA shall constitute a quorum. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.

B. Mailed or Electronic Ballot Quorum:

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written

notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members.

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or at least a quorum of the members (25 members). Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

C. Notice of Meetings:

Whenever members are permitted to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be given to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of communication to be utilized by and between CSDA and its members, if any, through which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. Electronic Notice. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or network that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to a member which has provided to CSDA an unrevoked consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in non-electronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

C. Electronic Meetings:

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Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by electronic video screen communication by and between such members and CSDA. Any eligible member participating in a meeting electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by electronic video screen communication by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

E. Majority Vote:

Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 registered voters; and (2) the number of votes approving the action or proposal equals or exceeds a majority (50% plus one) of the regular voting members present and casting votes on the issue.

F. Solicitation of Written Ballots from Members:

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement; (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall

be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

G. Return of Ballots:

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication from regular voting members after the specified date shall be invalid and shall not be counted.

G. Number of Votes Required for Approval of Action on Written Ballot:

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting of members, i.e. 50% plus one of those participating members casting written ballots either electronically or by first class mail.

Section 7. Termination of Membership:

A member shall not be in good standing, and membership may be terminated, on occurrence of any of the following events:

A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).

A.B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies or has engaged in conduct materially and seriously prejudicial to this CSDA's purposes and interests.

Commented [NM5]: New provision based on CA Nonprofit Law and Federal anti-trust laws

Section 8. Procedure for Termination of Membership:

If grounds exist for terminating the membership of a member under Section 7 hereof, the following procedures shall be followed:

- A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.
- B. The member shall be given an opportunity to be heard, either orally or in writing, at least 5 days before the effective date of the proposed termination of membership. The hearing shall be held, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur.
- C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

Commented [NM6]: New provision based on CA Nonprofit Law and to outline process

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member shall be limited to one seat on the Board.

There shall be three directors elected from each of the six CSDA networks. Directors elected from each of the six networks shall hold staggered three-year terms.

Section 2 Term of Office:

Directors elected from each of the six networks shall hold staggered three-year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall automatically terminate three years thereafter.

Section 3. Nomination of Directors:

Nomination of Directors seeking to serve on the Board shall be by network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The CSDA director nominee shall be a member of the board of directors of the district or a managerial employee as defined by that district's board of directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election.

CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each network's qualified nominees will be transmitted by mail or electronic ballot to that network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections for the Board of Directors. The Committee may enforce any regulation to facilitate the conduct of said elections. Directors shall be voted upon and elected by the regular voting members from the network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with staff, the networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least 120 days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid. In the event an incumbent does not re-run for their seat, the nomination period for that network shall be extended by ten days.

B. Balloting and Election:

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via authorized third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a written ballot specifying the certified nominees in each network shall be distributed by first class mail or electronically to each regular voting member in that network. Each such regular member in good standing in each network shall be entitled to cast one vote for each of that network's open seats on the Board. In the event there is more than one seat available for election, regular members shall be entitled to a number of votes equal to the seats available for election in their network.

The ballot for each network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each network were sent a ballot, either by first class mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6(F-H) of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or first class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement ; (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action ; and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each Board position subject to election as would be required for an election of a nominee at a meeting of the members.

Written ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date, which shall be at least 45 days prior to the Annual Conference. Written ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or [their](#) designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential. Election documents will be retained as outlined in CSDA's Board approved records retention policy.

Section 5. Event of Tie:

In the event of a tie vote, a supplemental written ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically to each regular voting member in the network where the tie vote occurred.

Those written ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental written ballots received after the designated date whether by first class mail or electronically shall be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws.

In the event the supplemental written ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating [their](#) seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director's unexpired term.

A. Two or Three Vacant Seats in the Same Network:

In the event more than one seat on the CSDA Board of Directors in any one network is vacant at the same time, such vacancies shall be filled by election. A written ballot shall

be prepared; listing all nominees for that network accepted and approved by CSDA and distributed to each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4.A and B of these Bylaws

Regular members of each network shall be entitled to cast one vote for each open seat in that network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy Outside of Nomination Period

In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network's existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

C. Vacancy During Nomination Period:

In the event of a vacancy occurring during the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

~~D.~~

Section 7. Director Disqualification:

A. A director shall become disqualified from further service on the Board of Directors or any committee upon the occurrence of any of the following:

Commented [NM7]: Based on edits to item "B" above, this provision is no longer necessary

1. A director's district is no longer a member of CSDA;
2. A director is no longer a board member or an employee of a member district;
3. A director is elected or appointed to the Board of Directors of the Special District Risk Management Authority (SDRMA) or
- 1.4. A director's resignation.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B.** The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director is unexcused and fails to attend three consecutive meetings of the Board or has not completed the Board Member requirements and expectations as outlined in policy.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

Directors shall serve without compensation. However, they shall be allowed reasonable reimbursement for pre-approved expenses incurred in the performance of their duties as Directors.

Commented [MH8]: This has been added to reflect current policy.

Annual Report: The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities of CSDA as of the end of the fiscal year;
- The principal changes in assets and liabilities;
- CSDA's revenue or receipts, both unrestricted and restricted to particular purposes;
- CSDA's expenses or disbursements for both general and restricted purposes.

The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

Commented [NM9]: New provision based on CA Nonprofit Law

Section 9. No Dual Directorships:

During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

Commented [NM10]: New provision to reflect provision in SDRMA's JPA and current practice

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine. Directors may participate and have voting privileges remotely from other states and countries.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review, evaluate, and update the plans, policies and activities related to the business interests of CSDA. Timing and intervals of the Strategic Planning Meeting shall be determined by the Board of Directors.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors may be called [for any purpose](#) at any time by the President or by any group of 10 directors or as described in Article II, Section 6.B.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. Board of Directors Meeting Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Board Meetings by Telephone and Electronic Communications:

Any Board meeting may be held by conference telephone, video screen communication or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

Section 9. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA [or on official CSDA electronic file server\(s\)](#).

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the members of the Board of Directors without reference to networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each officer shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair who shall be directors of the Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may fill vacancies on the Board of Directors or on any committee that has authority of the Board, establish any other committees of the Board, or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee, expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, [web conference](#) or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA;

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:

The Professional Development Committee shall provide advice, feedback and general guidance for CSDA professional development programs and events.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as ex officio members of the Board of Directors of the CSDA Finance Corporation, a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but rather has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda and advocacy priorities. The Legislative Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. Member Services Committee:

The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. Audit Committee:

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any "proceeding", as that term is used in the Section 5238(a) of the California Corporations Code.

"Expenses", as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a

quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

ARTICLE VIII – AFFILIATED CHAPTERS

Section 1. Purpose:

The purpose of affiliated chapters is to provide local forums of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, including but not limited to the following chapters: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa

Barbara, Santa Clara and Ventura. Such existing chapters may include as members; local organizations and businesses, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members as current members of CSDA in order to be a chapter affiliate of CSDA. Such chapters may include as members; local organizations/businesses and professionals who are not members of CSDA.

Affiliated chapters shall be determined upon approval and execution of the Chapter Affiliation Agreement by the chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually or upon request by the President or CEO.

No partnership or joint venture shall be established between CSDA and its affiliated chapters by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such affiliated chapter may decide by majority vote. Rules and regulations of the affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of Affiliated Chapters:

No part of CSDA's funds shall be used for the operation of the affiliate chapters. CSDA is not responsible for the debts, obligations, acts or omissions of the affiliate chapters.

Section 5. Legislative Program Participation:

Affiliate chapters may function as a forum regarding federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon approval by the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by mail or electronic ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendments shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

Section 3. Written Bylaw Amendment Ballot:

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a written ballot is used to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments the Board of Directors intends to present for vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be distributed to regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot.

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid.

Section 4. Bylaw Amendment Ratification:

A. Membership Meeting:

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by regular voting members present at such membership meeting meets or exceeds the required quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting.

B. Mail or Electronic Ballot:

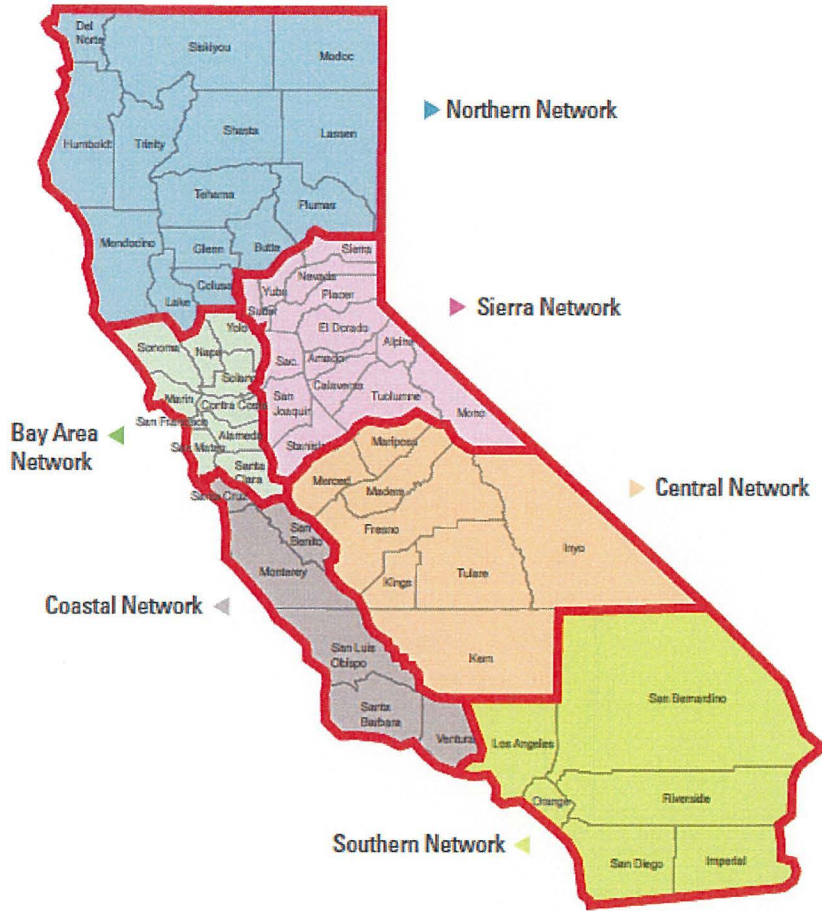
The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied.

EXHIBIT A

Updated November 1, 2019



California Special Districts Association
DISTRICT NETWORKS



**RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM**

DATE: November 4, 2021

TO: Board of Directors

FROM: Director of Planning and Maintenance

SUBJECT: Authorization to Solicit Bids for the Rancho Simi Pool Surge Pit Repair Project

Background:

Shortly after the completion of the Rancho Simi Pool Heater and Mechanical Room Renovation Project in 2010, the Park District's Building Maintenance staff noticed small concrete sections of the pool's surge pit ceiling breaking-off and sinking to the bottom of the surge pit. The surge pit's concrete ceiling is integral to the concrete floor of the mechanical room, which supports the pool's main filtration and recirculation pump. Over the years this condition became progressively worse, and the Park District installed a custom fabricated steel brace to support the pool's main filtration and recirculation pump from collapsing into the surge pit. Currently, the concrete ceiling over the surge pit has degraded to the point where the reinforcing steel is now completely exposed and holes through the concrete floor in the mechanical room are visually apparent (see Exhibit "A").

In March of 2021, staff contacted Jones and Madhavan, a local architectural and engineering firm who specializes in pools and aquatic venues, to review and provide corrective recommendations. Based upon their investigation, the concrete surge pit ceiling is experiencing concrete decay, primarily due to constant exposure to chlorine and moisture vapor. This situation is not an uncommon problem with surge pits at older pool complexes. It should be noted that the Rancho Simi Pool Complex was opened in June of 1978, which makes this facility 43 years old.

In order to remedy the situation, staff retained the services of Jones and Madhavan to prepare construction plans to replace the surge pit ceiling and affected floor areas of the mechanical room. While this repair may sound simple, the overall project will require the removal and reinstallation of the pool's main filtration and recirculation pump, disassembly and reconstruction of a portion of the sand filter system, and removal and reinstallation of one of the two pool heaters. In addition, this project may require the partial or complete drainage of the pool. Permits and inspections for this project will be required from the City's Building and Safety Department and the County of Ventura Health Department.

At this time, staff has assembled the necessary plans and specifications for the project and is prepared to solicit public bids upon the Board's authorization.

Financial Impact:

Currently, staff is estimating that the cost of this project will range between \$110,000 to \$125,000. Adequate funds to complete the project have been earmarked in the District's *Preliminary Budget for FY 2021-22* under the Simi Valley Capital Outlay Fund (Fund 50) for the Rancho Simi Community Park Pool Building and Pump Vault Renovation Project.

Board Action Requested:

That the Board authorize staff to solicit bids for the Rancho Simi Pool Surge Pit Repair Project.



Wayne Nakaoka
Director of Planning and Maintenance

Exhibit "A"



RANCHO SIMI RECREATION AND PARK DISTRICT

INTEROFFICE MEMORANDUM

DATE: November 4, 2021
TO: District Manager
FROM: Director of Administration
SUBJECT: Presentation of the Part-Time Employee of the Month for October 2021 to Kristy Grayson

BACKGROUND

The Part-Time Employee of the Month for October 2021 is Kristy Grayson. Kristy is a Site Coordinator with the Planning & Maintenance Department. She has worked for the District for 4 years; this is her first Employee of the Month Award.



NOMINATION NARRATION

The person who nominated Kristy stated the following: Kristy started as a volunteer at Strathearn Historical Park and with her hard work and capable skills, transitioned to a District employee. Being a docent, she has outstanding knowledge of the property which is of great service to the public and staff. Kristy provides support to the Historical Society and local Historian, Pat Havens. She is also the weekend monitor for private events at Strathearn. Kristy is passionate about her job, has the ability to anticipate problems, and come up with solutions. She is a valuable contributor to the Park District and deserving of the Employee of the Month award.

BOARD ACTION

Kristy has been invited to attend the November 4, 2021 Board Meeting to receive a plaque and a check for \$75.00 from the Board Chair.

A handwritten signature in black ink that reads "Theresa Pennington". The signature is written in a cursive, flowing style.

Theresa Pennington
Director of Administration

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 4, 2021
TO: Board of Directors
FROM: District Manager
SUBJECT: Report on the October 14, 2021 Oak Park - Park and Recreation Planning Committee Meeting and Provide Direction regarding the Limited Use of Fumitoxins and the Potential Removal of a Tree at Mae Boyar Park

BACKGROUND

At its October 14, 2021 meeting, the Oak Park – Park and Recreation Planning Committee discussed recreation programming, planning and development issues, tree removal standards, status of the lagoon project, vegetation removal in Medea Creek and other maintenance related items.

As a part of the meeting, the Committee was asked to provide two advisory recommendations to the Board of Directors, including the possible limited use of fumitoxins in certain areas and the potential removal of a tree in the public right-of-way adjacent to Mae Boyar Park, both of which are discussed further below.

DISCUSSION

In response to a growing problem with rodents damaging certain park areas in the community, the Committee voted 5 to 2 in favor of beginning the limited use of fumitoxins at two locations, Oak Canyon Community Park and Deerhill Park, with the conditions that the use is limited to recreation areas and grassy areas including lawns, that it not be used in wildlife or creek areas, and that the areas of use will be appropriately signed and roped to notify the general public upon application. The staff report that was provided to the Committee, which provides detailed information on the subject, is provided as Attachment A to this report.

Also, as a part of the meeting, the Committee was asked to make an advisory recommendation regarding the possible removal of a Canary Island Pine Tree located in the public right-of-way adjacent to Mae Boyar Park. The property where the tree is located is owned by the District, but within the County of Ventura right-of-way. District staff received notice from the County that the tree needed to be removed because it is causing damage to the public sidewalk and areas nearby. In order to correct the situation, County staff provided the District with two options, remove the tree and repair the damaged sidewalk at a cost of \$15,200 or do not remove the tree and provide a more extensive repair to the sidewalk at a cost of \$39,000. The County has received an ADA related complaint regarding the sidewalk damage and is on constructive notice. The Committee discussed the options and voted 5 to 2 in favor of the option to remove the tree and repair the sidewalk at a cost of \$15,200. As it relates, the Oak Park Municipal Advisory Council previously

voted in favor not removing the tree. Information provided to the Committee regarding the tree is provided as Attachment B to this report.

After the Oak Park Committee meeting, the Ventura County Board of Supervisors reviewed an item at its October 19, 2021 Board meeting and requested that County staff research alternatives to the County's sidewalk standards that might mitigate the cost of sidewalk repairs in the interest of not removing certain trees. The Board directed that County staff review the standards and return to the Board with recommendations. County staff informed the District that those standards may be reviewed by the Board in the coming months. However, County staff have indicated that because the County is on complaint based constructive notice as it relates to the ADA access, a decision regarding the tree should not be delayed for any potential discussion regarding sidewalk standards by the Board of Supervisors.

Also as relates to the subject, there is a similar circumstance with four other trees in a County-owned area in another part of the community. In that situation, it is staffs understanding that the County Supervisor for the area has selected the option of pursuing the enhanced sidewalk repairs in lieu of removing those four trees at an estimated cost of \$29,000.

ALTERNATIVES

Regarding the limited use of fumitoxins, alternatives for the Board to consider include:

1. Authorize staff to use fumitoxins in limited areas in Oak Park with the conditions noted;
2. Authorize staff to use fumitoxins within other areas of Oak Park and/or change the conditions for use; or
3. Not authorize staff to use fumitoxins in Oak Park.

Regarding potential removal of the tree in the public right-of-way adjacent to advance Mae Boyar Park, alternatives for the Board to consider include:

1. Remove the tree and repair the sidewalk at a cost of \$15,200;
2. Do not remove the tree and repair the sidewalk in accordance the enhanced sidewalk design provided at a cost of \$39,000.

There is interest from some to wait to make a determination on the matter until after the County of Ventura reviews its sidewalks standards in the hopes that the revised sidewalk standards will reduce the cost of Alternative No 2. However, as previously noted, the situation is the subject of an ADA related access issue and the County and Park District are on notice to fix the sidewalk. Delaying the decision exposes the County and the District to legal risk and implications.

RECOMMENDATION

Staff recommends that the Board:

1. Authorize the limited use of fumitoxin in Oak Canyon Community Park and Deerhill Park conditioned upon use only in recreational areas, no use in wildlife or creek areas, and with the appropriate use of signage and roping for proper notification upon application.
2. Discuss and provide direction regarding the possible removal and sidewalk repair of the tree in the public right-of-way at Mae Boyar Park, including direction to staff to remove the tree and repair the sidewalk or not remove the tree and redesign the sidewalk.

A handwritten signature in black ink that reads "DAN PARANICK". The signature is written in a cursive style with a long, sweeping underline that extends to the left.

Dan Paranick
District Manager

ATTACHMENT A

**RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM**

DATE: October 14, 2021

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Review and Discussion Regarding the Use of Fumitoxin at Oak Canyon Community Park and Deerhill Park

Background:

Grounds Maintenance pest control activities primarily deal with the management of gophers, ground squirrels, and field mice that burrow and live within our parks' turf grass areas and athletic fields. Most often, their damage goes unnoticed until the tell-tail signs of their access mounds appear. These access mounds (aka gopher holes) and their shallow sub-surface tunnels are the number one cause of park site leg and ankle injuries in California. Currently, the Park District uses a combination of mechanical traps, bait boxes, and a metal phosphide fumigant listed under the trade name of "Fumitoxin" to control these rodent populations.

In 2014, the Oak Park School District requested that the Park District limit the use of chemical herbicides at park sites adjacent to School District properties, primarily due to their unknown long-term effects on children. While their primary objective was to limit the use of products containing glyphosate (Round-Up), this topic led to further discussions by the Oak Park Committee in regard to other products used by the Park District. As a result, the Park District agreed to stop using any product(s) containing glyphosate on Park District properties immediately adjacent to schools in Oak Park and to limit our rodent control measures to bait traps and mechanical devices. It should be noted that the Park District's Board of Directors instructed staff to eliminate the use of anticoagulant rodenticides throughout the Park District in July of 2019.

While the Park District still uses glyphosate at selected parks, open space areas, and along portions of Medea Creek not adjacent to schools in Oak Park, these applications have been limited to one or two applications per year.

Discussion:

Currently, the Park District has been faced with an infestation of gophers and ground squirrels, primarily within Deerhill Park, Chaparral Park, Indian Springs Park, and the Oak Canyon Community Park. While the actual reason for this infestation is unknown, the devastating effect of the infestation is readily apparent. Over the past year, Park District staff has received an increased number of complaints from park patrons citing potential and actual injuries to children and pets directly attributable to gopher and ground squirrel activities. While most of these

complaints are regarding our athletic fields, some complaints directly addressed passive park areas.

At this time, Park District staff is requesting the Oak Park Committee to consider the use of Fumitoxin at Oak Canyon Community Park and Deerhill Park on an as-needed basis. These parks sites are not adjacent to schools and contain the worst infestation of gopher and ground squirrels.

Fumitoxin comes in a round tablet approximately 16 mm in size. The tablet weighs approximately 3 grams, and will release 1 gram of phosphine gas. The number of tablets used for each application varies depending upon the area of application. The active exposure time for Fumitoxin varies depending on the ambient ground temperature. Since phosphine gas is somewhat odorless, the manufacturer of Fumitoxin has added a contaminant to each tablet to produce a pungent garlic odor. Fumitoxin is not an anticoagulant rodenticide and has a very low risk of secondary exposure to other wildlife. A copy of the manufacturers Applicator's Manual is provided as Exhibit "A".

Fumitoxin is deployed in the field only by Park District Grounds Maintenance staff who possess Qualified Applicators Certificates (QAC) and/or Qualified Applicators Licenses (QAL) issued by the State of California. Currently, twenty-three (23) Park District staff members hold these certifications.

Special precautions are used by the Park District for each Fumitoxin application. Applications must not be within 100' feet of a building where humans or pets reside, nursing homes, schools, daycare facilities, hospitals, or any other commercial buildings. Special warning signs (see Exhibit "B") must be conspicuously placed around the perimeter of the application area. These signs must remain in place for two days after each application.

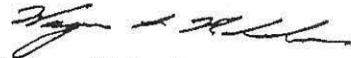
As used by the Park District, Fumitoxin has a very low risk of accidental exposure to children and pets. Each application is placed within the rodents' tunnel and is covered with a minimum of twelve inches of compacted soil. The twelve inches of compacted soil acts as a plug to retain the phosphine gas. After administering each application, a staff member remains at the site to monitor the area for escaping phosphine gas (garlic odor). If a leak is detected, it is quickly plugged to contain the phosphine gas. A typical in-person monitoring at the site can last between three to six hours. Through careful monitoring of each Fumitoxin application, the Park District has not encountered a medical or pet poisoning incident.

Financial Impact:

Since Fumitoxin will be used on an as-needed basis and will be deployed by certified Park District staff, the annual materials cost to use Fumitoxin at the Oak Canyon Community Park and Deerhill Park is estimated at \$75.00.

Oak Park Committee Action Requested:

1. Recommend the use of Fumitoxin at the Oak Canyon Community Park and Deerhill Park by certified Park District maintenance staff for gopher and ground squirrel control as outlined in this report; or,
2. Recommend that Park District maintenance staff continue to provide gopher and ground squirrel control through the use of bait boxes and mechanical devices; or,
3. Request staff to provide additional information on this topic for consideration at a future Oak Park Committee meeting.



Wayne Nakaoka
Director of Planning and Maintenance

RESTRICTED USE PESTICIDE
DUE TO HIGH ACUTE INHALATION TOXICITY OF PHOSPH
FOR RETAIL SALE TO DEALERS AND CERTIFIED APPLICATORS OR
CERTIFIED APPLICATORS OR PERSONS UNDER THEIR DIRECT SUPERVISION, AND ONLY FOR
THOSE USES COVERED BY THE CERTIFIED APPLICATOR'S CERTIFICATION. REFER TO THE
DIRECTIONS IN THIS APPLICATOR'S MANUAL FOR REQUIREMENTS OF THE PHYSICAL
PRESENCE OF A CERTIFIED APPLICATOR.

THE COMPLETE LABEL FOR THIS PRODUCT CONSISTS OF THE CONTAINER LABEL AND THE APPLICATOR'S MANUAL WHICH MUST ACCOMPANY THE PRODUCT. READ AND UNDERSTAND THE ENTIRE CONTAINER LABEL AND APPLICATOR'S MANUAL.

A FUMIGATION MANAGEMENT PLAN MUST BE WRITTEN FOR ALL FUMIGATIONS PRIOR TO ACTUAL TREATMENT.

CONSULT WITH YOUR STATE LEAD PESTICIDE REGULATORY AGENCY TO DETERMINE REGULATORY STATUS, REQUIREMENTS, AND RESTRICTIONS FOR FUMIGATION USE IN THAT STATE. CALL 540-234-9281 / 1-800-330-2525 IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND ANY PART OF THIS LABELING.

APPLICATOR'S MANUAL
FOR



TABLETS AND PELLETS

FOR USE AGAINST INSECTS WHICH INFEST STORED
COMMODITIES AND CONTROL OF BURROWING PESTS

Active Ingredient: Aluminum Phosphide	55.0%
Inert Ingredients:	45.0%
Total	100.0%



**KEEP OUT OF REACH OF CHILDREN
DANGER - POISON - PELIGRO**



FOR BURROWING RODENT APPLICATIONS: THE USE OF THIS PRODUCT IS STRICTLY PROHIBITED WITHIN 100 FEET OF ANY BUILDING WHERE HUMANS AND/OR DOMESTIC ANIMALS DO OR MAY RESIDE ON SINGLE OR MULTI-FAMILY RESIDENTIAL PROPERTIES AND NURSING HOMES, SCHOOLS (EXCEPT ATHLETIC FIELDS), DAYCARE FACILITIES AND HOSPITALS.

PRECAUCION AL USUARIO: Si usted no puede leer ingles, no use este producto hasta que el marbete le haya sido completamente explicado.

(TO THE USER: If you cannot read English, do not use this product until the label has been fully explained to you.)

Manufactured for:

D & D HOLDINGS, INC.
P.O. Box 116
153 Triangle Drive
Weyers Cave, VA 24486 USA
Telephone: (540)234-9281/1-800-330-2525
Fax: (540)234-8225
Internet: www.degeschamerica.com
E-mail: degesch@degeschamerica.com
EPA Est. Nos. 073926-CHN-001, 073927-CHN-001
5857-NC-001 or 40285-VA-01
EPA Reg. Nos. 72959-1 and 72959-2

WARRANTY

Seller warrants that the product conforms to its chemical description and when used according to label directions under normal conditions of use, it is reasonably fit for the purposes stated on the label. To the extent consistent with applicable law, the Seller makes no other warranty, either expressed or implied, and Buyer assumes all risks should the product be used contrary to the label.

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1. FIRST AID

Symptoms of exposure to this product are headaches, dizziness, nausea, difficult breathing, vomiting and diarrhea. In all cases of overexposure get medical attention immediately. Take victim to a doctor or emergency treatment facility.

If inhaled:

- Move person to fresh air.
- If person is not breathing, call 911 or an ambulance; then give artificial respiration, preferably by mouth-to-mouth, if possible.
- Call a poison control center or doctor for treatment advice.

If swallowed:

- Call a poison control center or doctor immediately for treatment advice.
- Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to by a poison control center or doctor.
- Do not give anything by mouth to an unconscious person.

If on skin or clothing:

- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15-20 minutes.
- Call a poison control center or doctor for treatment advice.

If in eyes:

- Hold eye open and rinse slowly and gently with water for 15-20 minutes.
- Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
- Call a poison control center or doctor for further treatment advice.

HOT LINE NUMBER

Have the product container, label or Applicator's Manual with you when calling a poison control center or doctor, or going for treatment. **CONTACT 1-800-308-4856 FOR ASSISTANCE WITH HUMAN OR ANIMAL MEDICAL EMERGENCIES.** You may also contact DEGESCH AMERICA, INC. – (540)234-9281/1-800-330-2525 – PEST-CON SYSTEMS DIV. – (252)237-7923/1-800-548-2778 - or CHEMTREC – 1-800-424-9300 for all other chemical emergencies.

2. NOTE TO PHYSICIAN

Aluminum phosphide fumigants react with moisture from the air, water, acids and many other liquids to release phosphine gas. Mild inhalation exposure causes malaise (indefinite feeling of sickness), ringing of ears, fatigue, nausea, and pressure in the chest, which is relieved by removal to fresh air. Moderate poisoning causes weakness, vomiting, and pain just above the stomach, chest pain, diarrhea and dyspnea (difficulty in breathing). Symptoms of severe poisoning may occur within a few hours to several days, resulting in pulmonary edema (fluid in lungs) and may lead to dizziness, cyanosis (blue or purple skin color), unconsciousness, and death.

In sufficient quantity, phosphine affects the liver, kidneys, lungs, nervous system, and circulatory system. Inhalation can cause lung edema (fluid in lungs) and hyperemia (excess of blood in a body part), small perivascular brain hemorrhages and brain edema (fluid in brain). Ingestion can cause lung and brain symptoms but damage to the viscera (body

cavity organs) is more common. Phosphine poisoning may result in (1) pulmonary edema, (2) liver elevated serum GOT, LDH and alkaline phosphatase, reduced prothrombin, hemorrhage and jaundice (yellow skin color) and (3) kidney hematuria (blood in urine) and anuria (abnormal lack of urination). Pathology is characteristic of hypoxia (oxygen deficiency in body tissue). Frequent exposure to concentrations above permissible levels over a period of days or weeks may cause poisoning. Treatment is symptomatic.

The following measures are suggested for use by the physicians in accordance with their own judgment.

In its milder forms, symptoms of poisoning may take some time (up to 24 hours) to make their appearance and the following is suggested:

1. Give complete rest for 1-2 days, during which the patient must be kept quiet and warm.
2. Should the patient suffer from vomiting or increased blood sugar, appropriate solutions should be administered. Treatment with oxygen breathing equipment is recommended, as is the administration of cardiac and circulatory stimulants.

In cases of severe poisoning (intensive care unit recommended):

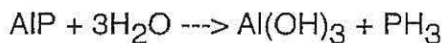
1. Where pulmonary edema is observed, steroid therapy should be considered and close medical supervision is recommended. Blood transfusions may be necessary.
2. In case of manifest pulmonary edema, venesection should be performed under vein pressure control. Heart glycosides (I.V.) can be used in case of hemoconcentration. Venesection may result in shock. Upon progressive edema of lungs, immediate intubation with a constant removal of edema fluid and oxygen overpressure respiration, as well as measures required for shock treatment are recommended. In case of kidney failure, extracorporeal hemodialysis is necessary. There is no specific antidote known for this poisoning.
3. Mention should be made here of suicidal attempts by taking solid aluminum phosphide by the mouth. After swallowing, emptying of the stomach by vomiting, flushing of the stomach with diluted potassium permanganate solution or a solution of magnesium peroxide until flushing liquid ceases to smell of carbide, is recommended. Thereafter, apply medicinal charcoal.

3. PRODUCT INFORMATION

FUMITOXIN® tablets and pellets are used to protect stored commodities from damage by insects. In limited areas, applications of FUMITOXIN may be made to control burrowing vertebrate pests. For a list of approved burrowing rodent application sites see Section 26.1.

FUMITOXIN metal phosphide fumigants are acted upon by atmospheric moisture to produce phosphine gas.

FUMITOXIN tablets and pellets contain aluminum phosphide (AIP) as their active ingredient and will liberate phosphine via the following chemical reaction:



Phosphine gas is highly toxic to insects, burrowing pests, humans, and other forms of animal life. In addition to its toxic properties, the gas will corrode certain metals and may ignite spontaneously in air at concentrations above its lower flammable limit of 1.8% v/v (18,000 ppm). These hazards will be described in greater detail later on in this Applicator's Manual.

FUMITOXIN also contains ammonium carbamate, which liberates ammonia and carbon dioxide as follows:



These gases are essentially non-flammable and act as inerting agents to reduce fire hazards.

FUMITOXIN is prepared in two spherical shapes. The rounded tablets weigh approximately 3 grams and will release 1 gram of phosphine gas. They are about 16mm in diameter. The pellets are about 10 mm in diameter, weigh approximately 0.6 gram and release 0.2 gram of phosphine gas.

FUMITOXIN Tablets are provided in 21kg cases, contain 14 resealable, gas-tight flasks of 500 tablets each or 70 flasks of 100 tablets each.

FUMITOXIN Pellets are provided in 21kg cases containing 14 resealable, gas-tight flasks of 1660 pellets each or 14 flasks of 2490 pellets each.

Upon exposure to air, **FUMITOXIN** pellets and tablets begin to react with atmospheric moisture to produce small quantities of phosphine gas. These reactions start slowly, gradually accelerates and then tapers off again as the aluminum phosphide is spent. **FUMITOXIN** pellets react somewhat faster than do the tablets. The rates of decomposition of the tablets and pellets will vary depending upon moisture and temperature conditions. For example, when moisture and temperature of the fumigated commodity are high, decomposition of **FUMITOXIN** may be complete in less than 3 days. However, at lower ambient temperatures and humidity levels, decomposition of **FUMITOXIN** may require 5 days or more. After decomposition, **FUMITOXIN** leaves a gray-white powder composed almost entirely of aluminum hydroxide and other inert ingredients. This will cause no problems if the fumigant has been added directly to a commodity such as grain. However, the spent powder must be retrieved for disposal after space fumigations. If properly exposed, the spent **FUMITOXIN** will normally contain only a small amount of unreacted aluminum phosphide and may be disposed of without hazard. While spent **FUMITOXIN** is not considered a hazardous waste, partially spent residual dusts from incompletely exposed **FUMITOXIN** will require special care. Precautions and instructions for further deactivation and disposal will be given under Section 28 of this Manual.

FUMITOXIN tablets and pellets are supplied in gas-tight containers and their shelf life is unlimited as long as the packaging remains intact. Once opened for fumigation, the aluminum flasks of tablets or pellets may be tightly resealed and stored for future use. Storage and handling instructions will be given in detail under Section 19 of this Manual.

4. PRECAUTIONARY STATEMENTS

4.1 Hazards to Humans and Domestic Animals

DANGER: Aluminum phosphide from **FUMITOXIN** tablets, pellets or dust may be fatal if swallowed. Do not get in eyes, on skin or on clothing. Do not eat, drink or smoke while handling aluminum phosphide fumigants. If a sealed container is

opened, or if the material comes into contact with moisture, water or acids, these products will release phosphine, which is an extremely toxic gas. If a garlic odor is detected, refer to the Industrial Hygiene Monitoring instructions found in Section 15.6 of this manual for appropriate monitoring procedures. Pure phosphine gas is odorless; the garlic odor is due to a contaminant. Since the odor of phosphine may not be detected under some circumstances, the absence of a garlic odor does not mean that dangerous levels of phosphine gas are not present. Observe proper re-entry procedures specified under Section 15.4 in this labeling to prevent over-exposure.

4.2 Environmental Hazards

This product is very highly toxic to wildlife. Non-target organisms exposed to phosphine gas will be killed. Do not apply directly to water or wetlands (swamps, bogs, marshes, and potholes). Do not contaminate water by cleaning of equipment or disposal of wastes.

4.3 Physical and Chemical Hazards

Aluminum phosphide in tablets, pellets and partially spent dust will release phosphine if exposed to moisture from the air or if it comes into contact with water, acids and many other liquids. Since phosphine may ignite spontaneously at levels above its lower flammable limit of 1.8% v/v (18,000 ppm), it is important not to exceed this concentration. Ignition of high concentrations of phosphine can produce a very energetic reaction. Explosion can occur under these conditions and may cause severe personal injury. **Never allow the buildup of phosphine to exceed explosive concentrations.** Do not confine spent or partially spent aluminum phosphide fumigants as the slow release of phosphine from this material may result in formation of an explosive atmosphere. Aluminum phosphide tablets and pellets, outside their containers, should not be stacked or piled up or contacted with liquid water. This may cause a temperature increase, accelerate the rate of gas production and confine the gas so that ignition could occur. It is preferable to open containers of aluminum phosphide products in open air as under certain conditions, they may flash upon opening. Containers may also be opened near a fan or other appropriate ventilation that will rapidly exhaust contaminated air. When opening, invert the container several times then point the container away from the face and body and slowly loosen the cap. Although the chances for a flash are very remote, never open these containers in a flammable atmosphere. These precautions will also reduce the fumigator's exposure to phosphine gas. If containers are opened inside the structure to be fumigated, air monitoring must be conducted to ensure worker's exposure to phosphine gas does not exceed the allowable limit of 8-hour Time Weighted Average (TWA) of 0.3 ppm or the 15-minute Short-Term Exposure Limit (STEL) of 1.0 ppm phosphine. Pure phosphine gas is practically insoluble in water, fats and oils, and is stable at normal fumigation temperatures. However, it may react with certain metals and cause corrosion, especially at higher temperatures and relative humidities. Metals such as copper, brass and other copper alloys, and precious metals such as gold and silver are susceptible to corrosion by phosphine. Thus, small electric motors, smoke detectors, brass sprinkler heads, batteries and battery chargers, fork lifts, temperature monitoring systems, switching gears, communication devices, computers, calculators and other electrical equipment should be protected or removed

before fumigation. Phosphine gas will also react with certain metallic salts and, therefore, sensitive items such as photographic film, some inorganic pigments, etc., should not be exposed. Immediately after addition of phosphine to the structure, turn off any lights and unessential electrical equipment.

FUMITOXIN tablets and pellets are Restricted Use Pesticides due to the high acute inhalation toxicity of phosphine gas.

Read and follow the complete label which contains instructions for the safe use of this product. Additional copies are available from:

DEGESCH AMERICA, INC.
153 TRIANGLE DRIVE
P. O. BOX 116
WEYERS CAVE, VA 24486 USA
Tel.: (540)234-9281/1-800-330-2525
Fax: (540)234-8225
Internet: www.degeschamerica.com

PESTCON SYSTEMS DIV.
1808 FIRESTONE PARKWAY
WILSON, NC 27893-7991
Tel.: (252)237-7923/1-800-548-2778
Fax: (252)243-1832
Internet: www.pestcon.com

DIRECTIONS FOR USE

It is a violation of federal law to use this product in a manner inconsistent with its labeling.

5. PESTS CONTROLLED

FUMITOXIN has been found effective against vertebrate and the following: (insects and their preadult stages – that is, eggs, larvae and pupae:

INSECTS

almond moth	European grain moth	Mediterranean flour moth
Angoumois grain moth	flat grain beetle	pink bollworm
bean weevil	fruit flies	raisin moth
bees	granary weevil	red flour beetle
cadelle	greater wax moth	rice weevil
cereal leaf beetle	hairy fungus beetle	rusty grain beetle
cigarette beetle	Hessian fly	saw-toothed grain beetle
confused flour beetle	Indian meal moth	spider beetles
dermestid beetles	Khapra beetle	tobacco moth
dried fruit beetle	lesser grain borer	yellow mealworm
dried fruit moth	maize weevil	Africanized bees & honeybees infested with tracheal mites
pea weevil		

VERTEBRATE PESTS

Woodchucks
Yellowbelly marmots (rockchucks)
Prairie dogs (except Utah prairie dogs, *Cynomys Parvidens*)
Norway rats
Roof rats
Mice
Ground squirrels
Moles
Voles

Pocket gophers
Chipmunks

Although it is possible to achieve total control of the listed insect pests, this is frequently not realized in actual practice. Factors contributing to less than 100% control are leaks, poor gas distribution, unfavorable exposure conditions, etc. In addition, some insects are less susceptible to phosphine than others. If maximum control is to be attained, extreme care must be taken in sealing, higher dosages must be used, exposure periods lengthened, proper application procedures followed, and temperature and humidity conditions must be favorable.

6. COMMODITIES WHICH MAY BE FUMIGATED WITH FUMITOXIN

FUMITOXIN may be used for the fumigation of listed raw agricultural commodities, animal feed and feed ingredients, processed foods, tobacco and certain other non-food items when their commodity temperature is above 40°F(5° C).

6.1 **Raw Agricultural Commodities, Animal Feed and Feed Ingredients**

FUMITOXIN tablets and pellets may be added directly to animal feed, feed ingredients and raw agricultural commodities stored in bulk. For these commodities not stored in bulk, **FUMITOXIN** may be placed in moisture permeable envelopes, on trays, etc., and fumigated as with processed foods.

Raw Agricultural Commodities and Animal Feed and Feed Ingredients Which May Be Fumigated with FUMITOXIN

almonds	flower seed	sesame seed
animal feed & feed ingredients	grass seed	seed & pod vegetables
barley	millet	sorghum
Brazil nuts	oats	soybeans
cashews	peanuts	sunflower seeds
cocoa beans	pecans	triticale
coffee beans	pistachio nuts	vegetable seed
corn	popcorn	walnuts
cottonseed	rice	wheat
dates	rye	
filberts	safflower seed	

6.2 **Processed Foods**

Processed foods may be fumigated with **FUMITOXIN**. Under no condition shall any processed food or bagged commodity come in contact with **FUMITOXIN** tablets, pellets or residual dust except that **FUMITOXIN** may be added directly to processed brewer's rice, malt and corn grits for use in the manufacture of beer.

Processed Foods Which May Be Fumigated With FUMITOXIN

processed candy and sugar
cereal flours and bakery mixes
cereal foods (including cookies, crackers, macaroni, noodles, pasta, pretzels, snack foods and spaghetti)

processed cereals (including milled fractions and packaged cereals)
processed oats (including oatmeal)
cheese and cheese byproducts
chocolate and chocolate products (such as assorted chocolate, chocolate liquor, cocoa, cocoa powder, dark chocolate coating and milk chocolate products)
processed coffee
corn grits
cured, dried and processed meat products and dried fish
dates and figs
dried eggs and egg yolk solids
dried milk, dried powdered milk, non-dairy creamers and non-fat dried milk
dried or dehydrated fruits (such as apples, dates, figs, peaches, pears, prunes, raisins, citrus and sultanas)
processed herbs, spices, seasonings and condiments
malt
processed nuts (such as almonds, apricot kernels, brazil nuts, cashews, filberts, macadamia nuts, peanuts, pecans, pistachio nuts, walnuts and other processed nuts)
soybean flour and milled fractions
processed tea
dried and dehydrated vegetables (such as beans, carrots, lentils, peas, potato flour, potato products and spinach)
yeast (including primary yeast)
rice (brewer's rice grits, enriched and polished)
wild rice
other processed foods

6.3 Non-Food Commodities Including Tobacco

The listed non-food items that may be fumigated with **FUMITOXIN** tablets, pellets or residual dust should not contact tobacco and certain other of the non-food commodities.

Non-Food Commodities Which May Be Fumigated with FUMITOXIN

processed or unprocessed cotton, wool and other natural fibers or cloth
clothing
straw and hay
feathers
human hair, rubberized hair, vulcanized hair, and mohair
leather products, animal hides and furs
tobacco
tires (for mosquito control)
wood, cut trees, wood chips, wood and bamboo products
paper and paper products
dried plants and flowers
seeds (such as grass seed, ornamental herbaceous plant seed and vegetable seed)
other non-food commodities

7. EXPOSURE CONDITIONS FOR ALL FUMIGATIONS

The following table may be used as a guide in determining the minimum length of the exposure period at the indicated temperatures:

<u>Temperature</u>	<u>Minimum Exposure Periods for FUMITOXIN</u>	
	<u>Pellets</u>	<u>Tablets</u>
40° F (5° C)	Do not fumigate	Do not fumigate
41° -53° F (5-12° C)	8 days (192 hours)	10 days (240 hours)
54° -59° F (12-15° C)	4 days (96 hours)	5 days (120 hours)
60° -68° F (16-20° C)	3 days (72 hours)	4 days (96 hours)
above 68° F (20° C)	2 days (48 hours)	3 days (72 hours)

The fumigation must be long enough so as to provide for adequate control of the insect pests that infest the commodity being treated. Additionally, the fumigation period should be long enough to allow for more or less complete reaction of **FUMITOXIN** with moisture so that little or no unreacted aluminum phosphide remains. This will minimize worker exposures during further storage and/or processing of the treated bulk commodity as well as reduce hazards during the disposal of partially spent aluminum phosphide products remaining after space fumigations. The proper length of the fumigation period will vary with exposure conditions since, in general, insects are more difficult to control at lower temperatures, and the rate of hydrogen phosphide gas production by **FUMITOXIN** is lower at lower temperatures and humidities.

It should be noted that there is little to be gained by extending the exposure period if the structure to be fumigated has not been carefully sealed or if the distribution of gas is poor and insects are not subjected to lethal concentrations of phosphine. Careful sealing is required to ensure that adequate gas levels are retained and proper application procedures must be followed to provide satisfactory distribution of phosphine gas. Application of additional **FUMITOXIN** is recommended if phosphine concentrations drop below an effective level. If re-entry into the treated structure is required, follow the requirements for manpower and respiratory protection usage found under Section 10 in this manual. Some structures can only be treated when completely tarped while others cannot be properly sealed by any means and should not be fumigated. Exposure times must be lengthened to allow for penetration of gas throughout the commodity when fumigant is not uniformly added to the commodity mass, for example, by surface application or shallow probing. This is particularly important in the fumigation of bulk commodity contained in large storages. Remember, exposure periods recommended in the table are minimum periods and may not be adequate to control all stored products pests under all conditions nor will they always provide for total reaction of **FUMITOXIN**.

It is permissible and often desirable to use a low-flow recirculation system for phosphine gas in certain bulk storages. This method may be used in ship's holds, various types of flat storage and vertical storage bins. Recirculation usually involves the application of fumigant to the surface of the commodity. The phosphine gas is then continuously or intermittently drawn out of the over space and blown into the bottom of the storage using specially designed low volume fans and ductwork. This method facilitates the quick and uniform penetration of phosphine throughout the commodity. In some instances a reduced dosage may be used. Please contact Degesch America, Inc. if assistance is required in designing the recirculation system.

8. DOSAGE RATES FOR COMMODITIES & BURROWING PESTS

Phosphine is a mobile gas and will penetrate to all parts of the storage structure. Therefore, dosage must be based upon the total volume of the space being treated and not on the amount of commodity it contains. The same amount is required to treat a 30,000-bushel silo whether it is empty or full of grain unless, of course, a tarpaulin seals off the surface of the commodity. The following dosage ranges are guidelines for bulk (per 1,000 bushels) and space (per 1,000 cu.ft.) fumigations:

8.1 Maximum Allowable Dosages for Fumigation with FUMITOXIN

<u>Product</u>	<u>per 1000 cu.ft.*</u>	<u>per 1000 bu.*</u>
Pellets	725	900
Tablets	145	180

*NOTE: Maximum Dosage for dates, nuts & dried fruits is 200 pellets, 40 tablets/1000 cu.ft. OR 250 pellets/50 tablets/1000 bu.

Maximum allowable dosage rate for Rodent Burrows is 20 pellets per burrow OR 4 tablets per burrow.

The above dosages are not to be exceeded. It is important to be aware that a shortened exposure period cannot be fully compensated for with an increased dosage of phosphine. Somewhat higher dosages, not to exceed the maximum dosage, are usually recommended under cooler, drier conditions or where exposure periods are relatively short. However, the major factor in selection of dosage is the ability of the structure to hold phosphine gas during the fumigation. A good illustration of this point is comparison of the low dosages recommended to treat modern, well-sealed warehouses with the higher ranges used for poorly constructed buildings that cannot be sealed adequately. In certain other fumigations, proper distribution of lethal concentrations of phosphine gas reaching all parts of the structure becomes a very important factor in dose selection. An example where this may occur is in the treatment of grain stored in tall silos. Poor gas distribution frequently results when the fumigant is added on top of the grain. In such cases, use of a low-flow recirculation system is recommended under these circumstances. Please contact Degesch America, Inc. if assistance is required in designing the recirculation system.

8.2 Advisory Dosages for Various Types of Fumigations

One (1) FUMITOXIN tablet or five (5) FUMITOXIN pellets will produce a concentration of 25 parts per million (ppm) of phosphine gas (PH₃) in a volume of 1000 cubic feet (1 gram PH₃/1000 cu.ft. is equivalent to 25 ppm).

When a dosage range is listed, use the higher rate under conditions of severe infestation, lower temperature and other applicable variables.

Do not exceed the maximum allowable rates specified above in Section 8.1.

<u>Type of Fumigation</u>	<u>Dosage Range</u>	
	<u>Pellets</u>	<u>Tablets</u>
1. Vertical Storages (such as silos, concrete bins, steel bins, etc.)	200-900/1000 bu. 150-700/1000 cu.ft.	40-180/1000 bu. 30-140/1000 cu.ft.
2. Farm Bins (Butler Type)	450-900/1000 bu. 350-725/1000 cu.ft.	90-180/1000 bu. 70-145/1000 cu.ft.
3. Bulk stored commodities in flat storage, bunkers and commodities stored on ground loosely piled under gas tight covering.	450-900/1000 bu. 350-725/1000 cu.ft.	90-180/1000 bu. 70-145/1000 cu.ft.
4. Packaged commodities (bagged grain, process foods, etc.) in sealable enclosures.	150-450/1000 cu.ft.	30-90/1000 cu.ft.
5. Nuts, dates or dried fruit in storage boxes.	100-200/1000 cu.ft.	20-40/1000 cu.ft.
6. Nuts, dates or dried fruit in bulk.	125-250/1000 bu. 100-200/1000 cu.ft.	25-50/1000 bu. 20-40/1000 cu.ft.
7. Railcars, containers, trucks, vans and other transport vehicles.	225-500/1000 cu.ft.	45-145/1000 cu.ft.
8. Space fumigation such as cereal mills, feed mills, food processing plants & warehouses	100-300/1000 cu.ft.	20-60/1000 cu.ft.
9. Stored Tobacco	100-250/1000 cu.ft	20-50/1000 cu.ft
10. Non-food products	150-450/1000 cu.ft	30-90/1000 cu.ft.
11. Stored beehives, supers and other beekeeping equipment for wax moth control and Africanized honeybees with tracheal mites and foulbrood.	150-225/1000 cu.ft	30-45/1000 cu.ft
12. Barges	300-900/1000 bu. 250-725/1000 cu.ft.	60-80/1000 bu. 50-145/1000 cu.ft.
13. Shipholds	200-400/1000 bu. 150-330/1000 cu.ft.	40-80/1000 bu. 30-66/1000 cu.ft.

Higher dosages should be considered in structures that are of loose construction and in the fumigation of bulk stored commodities in which diffusion will be slowed and result in poor distribution of hydrogen phosphide gas.

9. **PROTECTIVE CLOTHING**

GLOVES:

Wear dry gloves of cotton or other material if contact with tablets, pellets or dust is likely.

Gloves should remain dry during use.

Wash hands thoroughly after handling aluminum phosphide products.

Aerate used gloves and other clothing that may be contaminated in a well-ventilated area prior to laundering.

10. **RESPIRATORY PROTECTION**

10.1 **When Respiratory Protection Must Be Worn**

Respiratory protection is required when concentration levels of phosphine are unknown or when concentrations exceed permissible exposure limits.

10.2 **Permissible Gas Concentration Ranges for Respiratory Protection Devices**

A NIOSH/MSHA approved full-face gas mask – phosphine canister combination may be used at levels up to 15 ppm or following manufacturers use condition instructions for escape. Above 15 ppm or in situations where the phosphine concentration is unknown, a NIOSH/MSHA approved, SCBA must be worn. The NIOSH/OSHA Pocket Guide DHHS (NIOSH) 97-140 or the NIOSH ALERT – Preventing Phosphine Poisoning and Explosions During Fumigation, lists these and other types of approved respirators and the concentration limits at which they may be used.

10.3 **Requirements for Availability of Respiratory Protection**

If **FUMITOXIN** is to be applied from within the structure to be fumigated, an approved full-face gas mask – phosphine canister combination or SCBA or its equivalent must be available at the site of application in case it is needed. Respiratory protection must also be available for applications from outside the area to be fumigated such as addition of tablets or pellets to automatic dispensing devices, outdoor applications, etc.

11. **REQUIREMENTS FOR CERTIFIED APPLICATOR TO BE PRESENT AND RESPONSIBLE FOR ALL WORKERS AS FOLLOWS:**

A. A Certified Applicator must be physically present, responsible for, and maintain visual and/or voice contact with all fumigation workers during the application of the fumigant, and also during the opening of the product containers. Once the application is complete and the structure has been made secure the certified applicator does not need to be physically present at the site.

B. A Certified Applicator must be physically present, responsible for, and maintain visual and/or voice contact with all fumigation workers during the initial opening of the fumigation structure for aeration. Once the aeration process is secured and monitoring has established that aeration can be completed safely the certified applicator does not need to be physically present and trained person(s) can complete the process and remove the placards.

C. Persons with documented training in the handling of phosphine products must be responsible for receiving, aerating and removal of placards from vehicles, which have been fumigated in transit. Refer to Section 12 for training requirements.

12. TRAINING REQUIREMENTS FOR RECEIPT OF IN-TRANSIT VEHICLES UNDER FUMIGATION

The trained person(s) must be trained by a Certified Applicator following the EPA accepted product applicator's manual that must precede or be attached to the outside of a transport vehicle; or by other training which is accepted by local and/or state authorities. When training has been completed and the employee demonstrates safety knowledge proficiency, the training date must be logged and maintained in the employee's safety training record for a minimum of three years. Refresher training must be done on an annual basis.

This training must cover the following items, each of which may be found in this manual:

- a. How to aerate the vehicle and verify that it contains no more than 0.3 ppm phosphine.
OR
- b. How to transfer the commodity to another storage area without prior aeration and ensure that worker safety limits are not being exceeded during the transfer.
- c. How to determine when respiratory protection must be worn.
- d. How to protect workers and nearby persons from exposure to levels above the 8-hour Time Weighted Average (TWA) of 0.3 ppm or the 15 minute Short-Term Exposure Limit (STEL) of 1.0 ppm phosphine.
- e. Proper removal of placards from the vehicle.
- f. How to follow proper residual disposal instructions.

13. GAS DETECTION EQUIPMENT

There are a number of devices on the market for the measurement of phosphine gas at both industrial hygiene and fumigation levels. Glass detection tubes used in conjunction with the appropriate hand-operated air sampling pumps are widely used. These devices are portable, simple to use, do not require extensive training and are relatively rapid, inexpensive and accurate. Electronic devices are also available for both low level and high phosphine gas readings. Such devices should be used in full compliance with manufacturers' recommendations.

14. NOTIFICATION REQUIREMENTS

14.1 **Authorities and On-Site Workers:**

As required by local regulations, notify the appropriate local officials (fire department, police department, etc.) of the impending fumigation. Provide to the officials an MSDS and complete label for the product and any other technical information deemed useful. Offer to review this information with the local official(s).

14.2 **Incidents Involving These Products:**

Registrants must be informed of any incident involving the use of this product. Please call Degesch America, Inc. (540)234-9281/1-800-330-2525 or Pestcon Systems Div. (252)237-7923/1-800-548-2778 so the incident can be reported to Federal and State Authorities.

14.3 **Theft of Products:**

Immediately report to the local police department thefts of metal phosphide fumigants.

15. APPLICATOR AND WORKER EXPOSURE

Approved respiratory protection must be worn if concentrations exceed the allowable limits, or when concentrations are unknown.

15.1 **Exposure Limits**

Exposures to phosphine must not exceed the 8-hour time-weighted average (TWA) of 0.3 ppm or the 15 minute short-term exposure limit (STEL) of 1.0 ppm phosphine. All persons are covered by these exposure standards.

15.2 **Application of Fumigant**

At least two persons, a certified applicator and trained person, or two trained persons under the direct supervision of the certified applicator must be present when entry into the structure for application of the fumigant is required. Depending upon temperature and humidity, **FUMITOXIN** tablets and pellets release phosphine gas slowly upon exposure to moisture from the air. In most cases, this release is slow enough to permit applicators to deposit fumigant in the desired areas and then vacate the premises without significant exposure to the gas. Monitoring must be conducted in order to characterize the application and determine the fumigator's exposure.

15.3 **Leakage from Fumigated Sites**

Phosphine gas is highly mobile and given enough time may penetrate seemingly gas-tight materials such as concrete and cinderblock. Therefore, adjacent, enclosed areas likely to be occupied must be examined to ensure that significant leakage has not occurred. Sealing of the fumigated site and/or air-flow into the occupied areas must be sufficient to bring down the phosphine concentration to a safe level of 0.3 ppm or below.

15.4 Aeration and Re-entry

If the structure is to be entered after fumigation, it must be aerated until the level of phosphine gas is 0.3 ppm or below. The area or site must be monitored to ensure that liberation of gas from the treated commodity does not result in the development of unacceptable levels (i.e., over industrial hygiene levels of phosphine). Do not allow re-entry into treated areas by any person before the level of phosphine reaches 0.3 ppm or below unless protected by an approved respirator.

15.5 Handling Unaerated Commodities

Transfer of incompletely aerated commodity via bulk handling equipment such as augers, drag conveyors and conveyor belts to a new storage structure is permissible. A Certified Applicator is responsible for training workers who handle the transfer of incompletely aerated listed commodities, and appropriate measures must be taken (i.e., ventilation or respiratory protection) to prevent exposures from exceeding the exposure limits for phosphine.

The new storage structure must be placarded if it contains more than 0.3 ppm phosphine. If the fumigation structure must be entered to complete the transfer, at least two trained persons, wearing proper respiratory protection, may enter the structure. A certified applicator must be physically present during the entry into the structure.

REMEMBER transporting containers or vehicles under fumigation over public roads is prohibited.

15.6 Industrial Hygiene Monitoring

Phosphine exposures must be documented in an operations log or manual at each fumigation area and operation where exposures may occur. Monitor airborne phosphine concentrations in all indoor areas to which fumigators and other workers have had access during fumigation and aeration. Perform such monitoring in workers' breathing zones. This monitoring is mandatory and is performed to determine when and where respiratory protection is required. Once exposures have been adequately characterized, spot checks must be made, especially if conditions change significantly or if an unexpected garlic odor is detected or a change in phosphine level is suspected.

15.7 Engineering Controls and Work Practices

If monitoring shows that workers may be exposed to concentrations in excess of the permitted limits, then engineering controls (such as forced air ventilation) and/or appropriate work practices must be used to reduce exposure to within permitted limits. Appropriate respiratory protection must be worn if phosphine exposure limits are exceeded or concentrations are unknown.

16. PLACARDING OF FUMIGATED AREAS

All entrances to the fumigated area must be placarded including areas containing rodent burrows being fumigated (See Section 26.1). Placards must be made of substantial material that can be expected to withstand adverse weather conditions, and must bear the wording as follows:

1. The signal words DANGER/PELIGRO and the SKULL AND CROSSBONES symbol in red.
2. The statement, "Structure and/or commodity under fumigation. DO NOT ENTER/NO ENTRE".
3. The statement, "This sign may only be removed by a certified applicator or a person with documented training after the structure and/or commodity is completely aerated (contains 0.3 ppm or less of phosphine gas)."

If incompletely aerated commodity is transferred to a new storage structure, the new structure must also be placarded if it contains more than 0.3 ppm. Workers exposure during this transfer must not exceed allowable limits.

4. The date the fumigation begins.
5. Name and EPA registration number of fumigant used.
6. Name, address and telephone number of the Fumigation Company and/or applicator.
7. A 24-hour emergency response telephone number.

All entrances to a fumigated area must be placarded. Where possible, place placards in advance of the fumigation to keep unauthorized persons away. For railroad hopper cars, placards must be placed on both sides of the car near the ladders and next to the top hatches into which the fumigant is introduced.

Do not remove placards until the treated commodity or area is aerated down to 0.3 ppm hydrogen phosphide or less. To determine whether aeration is complete, each fumigated structure or transport vehicle must be monitored and shown to contain 0.3 ppm or less phosphine gas in the air space around and, if feasible, in the mass of the commodity.

17. **SEALING OF STRUCTURE**

The structure to be fumigated must first be inspected to determine if it can be made sufficiently gas tight. Careful sealing is required so that adequate gas levels are retained. Turn off all ventilation, supply air, air conditioning, and any other air moving systems which could negatively affect the fumigation. Thoroughly inspect the structure to be fumigated and seal cracks, holes and openings. These areas could include, but are not limited to: windows, doors, vents, chimneys and structural flaws. Sealing techniques can vary, but most often include polyethylene sheeting, adhesive tapes and adhesive sprays. Expandable foam or caulking material can work well on structural flaws. Proper sealing will insure sufficient gas levels within the fumigated structure and will decrease the chance of unwanted exposures outside of the fumigated area.

As with all fumigations, it is required that sealing be inspected for leaks. If phosphine above 0.3 ppm is found in an area where exposure to workers or bystanders may occur, the fumigator, using proper respiratory protective equipment must attempt to seal the leak from the exterior of the structure. Failing this, the fumigators, following proper procedures to prevent accidental poisoning, may enter the structure and seal the leaks from the interior. If the concentration inside the structure has decreased

below the target level as a result of the leakage, additional fumigant may be added following the sealing repairs.

DO NOT FUMIGATE A STRUCTURE THAT CANNOT BE SEALED SUFFICIENTLY GAS TIGHT.

18. AERATION OF FUMIGATED COMMODITIES

As an alternative to the aeration time periods listed below, each container of the treated commodity may be analyzed for residues using accepted analytical methods.

18.1 Foods and Feeds

Tolerances for phosphine residues have been established at 0.1 ppm for animal feeds and 0.01 ppm for processed foods. To guarantee compliance with these tolerances, it is necessary to aerate these commodities for 48 hours prior to offering them to the end consumer.

18.2 Non-Food Commodities

Aerate all non-food commodities to 0.3 ppm or less of phosphine. Monitor densely packed commodities to ensure that aeration is complete.

18.3 Tobacco

Tobacco must be aerated for at least three days (72 hours) when fumigated in hogsheads and for at least two days (48 hours) when fumigated in other containers or until the concentration is below 0.3 ppm. When plastic liners are used, longer aeration periods may be required to aerate the commodity down to 0.3 ppm.

19. STORAGE INSTRUCTIONS

- Do not contaminate water, food or feed by storing pesticides in the same areas used to store these commodities.
- Store **FUMITOXIN®** in a dry, well-ventilated area away from heat, under lock and key. Post as a pesticide storage area.
- Do not store **FUMITOXIN®** in areas where temperature may exceed 130°F
- Do not store in buildings where humans or domestic animals may reside. Keep out of reach of children.
- **FUMITOXIN®** is supplied in gas-tight, resealable aluminum flasks. Do not expose the product to atmospheric moisture any longer than is necessary and seal tightly before returning flasks to storage.
- The shelf life of **FUMITOXIN®** is virtually unlimited as long as the containers are tightly sealed.

19.1 Labeling of Storage

The labeling of the storage area should take into account the needs of a variety of organizations. These should include, but not be limited to: company policy, insurance carrier, Occupational Safety and Health Administration (OSHA), Emergency Planning and Community Right to Know and local emergency response professionals. At a minimum, the storage must be marked with the

following signs and must be locked:

1. Danger, Poison (with skull and cross bones)
2. Authorized Personnel Only
3. National Fire Protection Association (NFPA) Hazard Identification Symbols for the pesticide.

The NFPA has developed Hazard Identification Symbols. This standardized system is designed to provide, at a glance, the information regarding the health, fire and reactivity hazards associated with hazardous materials. The following are the hazard categories and degree of hazard for aluminum phosphide:

<u>Category</u>	<u>Degree of Hazard</u>
Health	4 (Severe Hazard)
Flammability	4 (Severe Hazard)
Reactivity	2 (Moderate)
Special Notice Key	W

NOTE: When using the NFPA Hazard Identification System, the characteristics of all hazardous materials stored in a particular area must be considered. The local fire protection district should be consulted for guidance on the selection and placement of such signs.

20. TRANSPORTATION INSTRUCTIONS

The United States Department of Transportation (DOT) classifies aluminum phosphide as Dangerous When Wet material and it must be transported in accordance with DOT regulations.

20.1 TRANSPORT DESIGNATIONS – The following transport designations apply to aluminum phosphide

Identification No.:	UN 1397
Proper Shipping Name:	Aluminum phosphide
Hazard Class:	4.3 (6.1)
Packing Group:	PG I
Shipping Label:	Dangerous When Wet/Poison
Shipping Placard:	Dangerous When Wet

20.2 **Transportation Special Permit:**

Degesch America, Inc. – Special Permit: DOT-SP11329

Pestcon Systems Div. – Special Permit: DOT-SP10753

Purpose and Limitation: "...The motor vehicles used under the terms of this special permit are not required to be placarded..."

Modes of Transportation Authorized: Motor vehicle (Only private motor vehicles used in pest control operations are authorized to transport the packages covered by the terms of this special permit.)

NOTE: You must have a copy of this special permit with you during transportation. For a copy of this special permit contact:

DEGESCH AMERICA, INC.
153 Triangle Drive
P. O. Box 116
Weyers Cave, VA 24486
Tel.: (540)234-9281/1-800-330-2525
Internet: www.degeschamerica.com

PESTCON SYSTEMS DIV.
1808 Firestone Parkway
Wilson, NC 27893-7991
Tel.: (252)237-7923
1-800-548-2778
Internet: www.pestcon.com

21. REQUIRED WRITTEN FUMIGATION MANAGEMENT PLAN

The certified applicator is responsible for working with the owners and/or responsible employees of the structure and/or area to be fumigated to develop and follow a Fumigation Management Plan (FMP). State, county and local authorities may also have specific requirements. The FMP must be written PRIOR TO EVERY treatment including fumigation treatment for burrowing pests. The FMP must address characterization of the structure and/or area, and include appropriate monitoring and notification requirements, consistent with, but not limited to, the following:

1. For burrowing rodent applications: The use of this product is strictly prohibited within 100 feet of any building where humans and/or domestic animals do or may reside on single or multi-family residential properties and nursing homes, schools (except athletic fields), daycare facilities and hospitals. For a list of approved burrowing application sites, see Section 26.1.
2. Inspect the structure and/or area to determine its suitability for fumigation.
3. When sealing is required, consult previous records for any changes to the structure, seal leaks and monitor any occupied adjacent buildings.
4. Prior to each fumigation, review any existing FMP, MSDS, complete product label and other relevant safety procedures with company officials and appropriate employees.
5. Consult company officials in the development of procedures and appropriate safety measures for nearby workers that will be in and around the area during application and aeration.
6. Consult with company officials to develop an appropriate monitoring plan that will confirm that nearby workers and bystanders are not exposed to levels above the allowed limits during application, fumigation and aeration. This plan must also demonstrate that nearby residents will not be exposed to concentrations above the allowable limits.
7. Consult with company officials to develop procedures for local authorities to notify nearby residents in the event of an emergency.
8. Confirm the placement of placards to secure entrance into any area under fumigation.
9. Confirm the required safety equipment is in place and the necessary manpower is available to complete a safe and effective fumigation.
10. Written notification must be provided to the receiver of a vehicle that is fumigated in transit.

These factors **must** be considered in putting a FMP together. It is important to note that some plans will be more comprehensive than others. All plans should reflect the experience and expertise of the applicator and circumstances at and around the structure and/or area.

In addition to the plan, the applicator must read the complete label which includes the container label and Applicator's Manual. Follow its directions carefully and abide by all the restrictions. If the applicator has any questions about the development of a FMP contact DEGESCH AMERICA, INC. or PESTCON SYSTEMS DIV. for further assistance. The FMP and related documentation, including monitoring records, must be maintained for a minimum of 2 years.

STEPS FOR PREPARATION OF THE REQUIRED WRITTEN FUMIGATION MANAGEMENT PLAN

Purpose

A Fumigation Management Plan (FMP) is an organized, written description of the required steps involved to help ensure a safe, legal and effective fumigation. It will also assist you and others in complying with pesticide product label requirements. The guidance that follows is designed to help assist you in addressing all the necessary factors involved in preparing for and fumigating a structure and/or area.

This guidance is intended to help you organize any fumigation that you might perform **PRIOR TO ACTUAL TREATMENT**. It is meant to be somewhat prescriptive, yet flexible enough to allow the experience and expertise of the fumigator to make changes based on circumstances which may exist in the field. By following a step-by-step procedure, which allow for flexibility, an effective fumigation may be performed.

Before any fumigation begins, carefully read and review the label which includes the container label and Applicator's Manual. This information must also be given to the appropriate company officials (supervisors, foreman, safety officer, etc.) in charge of the site. Preparation is the key to any successful fumigation. If you do not find specific instructions for the type of fumigation that you are to perform listed in this Guidance Document you will want to construct a similar set of procedures using this document as your guide or contact DEGESCH AMERICA, INC. or PESTCON SYSTEMS DIV. for assistance. Finally, before any fumigation begins you must be familiar with and comply with all applicable federal, state and local regulations. The success of the fumigation is not only dependent on your ability to do your job but also upon carefully following all rules, regulations, and procedures required by governmental agencies.

A CHECKLIST GUIDE FOR A FUMIGATION MANAGEMENT PLAN

This checklist is provided to help you take into account factors that must be addressed prior to performing all fumigations. It emphasizes safety steps to protect people and property. The checklist is general in nature and cannot be expected to apply to all types of fumigation situations. It is to be used as a guide to prepare the required plan. Each item must be considered. However, it is understood that each fumigation is different and not all items will be necessary for each fumigation site.

A. PRELIMINARY PLANNING AND PREPARATION

1. Determine the purpose of the fumigation
 - a. Elimination of insect infestation
 - b. Elimination of vertebrate pests
 - c. Plant pest quarantine

2. Determine the type of fumigation. For example:
 - a. Space: tarp, mill, warehouse, food plant or outdoor area
 - b. Transport Vehicle: railcar, truck, van or container
 - c. Commodity: raw agricultural or processed foods or non-food
 - d. Type of Storage: vertical silo, farm storage, flat storage, etc.
 - e. Vessels: ship or barge. In addition to the Applicator's Manual, read the U.S. Coast Guard Regulation 46CFR Part 147A.
 - f. Outdoor rodent burrows.

3. Fully acquaint yourself with the structure and commodity to be fumigated, including:
 - a. The general structure layout, construction (materials, design, age, maintenance), of the structure, fire or combustibility hazards, connecting structures and escape routes, above and below ground and other unique hazards or structure characteristics. Prepare, with the owner/operator/person in charge, a drawing or sketch of structure to be fumigated, delineating features, hazards and other structural characteristics.
 - b. The number and identification of persons who routinely enter the area to be fumigated (i.e., employees, visitors, customers, etc.)
 - c. The specific commodity to be fumigated, its mode of storage and its condition.
 - d. The previous treatment history of the commodity, if available.
 - e. Accessibility of utility service connections.
 - f. Nearest telephone or other means of communication. Mark the location of these items on the drawing/sketch.
 - g. Emergency shut-off stations for electricity, water and gas. Mark the location of these items on the drawing/sketch.
 - h. Current emergency telephone numbers of local health, fire, police, hospital and physician responders.
 - i. Name and phone number (both day and night) of appropriate company officials.
 - j. Check, mark and prepare the points of fumigation application locations if the job involves entry into the structure for fumigation.
 - k. Review the entire label which includes both the container label and the Applicator's Manual.
 - l. Exposure time considerations:
 1. Product (tablets and pellets) to be used
 2. Minimum fumigation period, as defined and described by the label use directions
 3. Down time required to be available
 4. Aeration requirements
 5. Cleanup requirements, including dry or wet deactivation methods, equipment, and personnel needs, if necessary
 6. Measured and recorded commodity temperature and moisture

- m. Determination of dosage:
 - 1. Cubic footage or other appropriate space/location calculations
 - 2. Structure sealing capability and methods
 - 3. Maximum allowable label dosage rates
 - 4. Temperature, humidity and wind
 - 5. Commodity/space volume
 - 6. Past history of fumigation of structure
 - 7. Exposure time

B. PERSONNEL

- 1. Confirm in writing that all personnel in and around the structure and/or area to be fumigated have been notified prior to application of the fumigant. Consider using a checklist that each employee initials indicating they have been notified.
- 2. Instruct all fumigation personnel to read the Applicator's Manual. Fumigation personnel must be trained in the proper method of application, the hazards that may be encountered and the selection of personal protection devices, including detection equipment.
- 3. Confirm that all personnel are aware of and know how to proceed in case of an emergency situation.
- 4. Instruct all personnel on how to report any accident and/or incidents related to fumigant exposure. Provide a telephone number for emergency response reporting.
- 5. Instruct all personnel to report to proper authorities any theft of fumigant and/or equipment related to fumigation.
- 6. Establish a meeting area for all personnel in case of an emergency.

C. MONITORING

- 1. Safety
 - a. Monitoring of phosphine concentrations must be conducted in areas to prevent excessive exposure and to determine where exposure may occur. Document where monitoring will occur.
 - b. Keep a log or manual of monitoring records for each fumigation site. This log must, at a minimum, contain the timing, number of readings taken and level of concentrations found in each location.
 - c. When monitoring, document even if there is no phosphine present above the safe levels. In such cases, subsequent monitoring is not routinely required. However, spot checks must be made occasionally, especially if conditions change significantly.
- 2. Efficacy
 - a. For stationary structures, phosphine readings **MUST** be taken from within the fumigated structure to insure proper gas concentrations. If the phosphine concentrations have fallen below the targeted level, the fumigators, following proper entry procedures, may re-enter the structure and add additional product.
 - b. All phosphine concentration readings must be documented.

D. NOTIFICATION

1. Confirm the appropriate local authorities (fire departments, police departments, etc.) have been notified as per label instructions, local ordinances (if applicable), or instructions of the client.
2. Prepare written procedure ("Emergency Response Plan"), which contains explicit instructions, names and telephone numbers so as to be able to notify local authorities if phosphine levels are exceeded in an area that could be dangerous to bystanders and/or domestic animals.
3. Confirm that the receiver of in-transit vehicles under fumigation have been notified and are trained according to Section 12 of this Applicator's Manual.

E. SEALING PROCEDURES

1. Sealing must be adequate to control the pests. Care should be taken to insure that sealing materials would remain intact until the fumigation is complete.
2. If the structure has been fumigated before, review the previous FMP for previous sealing information.
3. Make sure that construction/remodeling has not changed the building in a manner that will affect the fumigation.
4. Warning placards must be placed on every possible entrance to the fumigation structure.

F. APPLICATION PROCEDURES & FUMIGATION PERIOD

1. Plan carefully and apply all fumigants in accordance with the label requirements.
2. When entering into the area under fumigation, always work with two or more people under the direct supervision of a certified applicator wearing appropriate respirators.
3. Apply fumigant from the outside where appropriate.
4. Provide watchmen when the possibility of entry into the fumigated site by unauthorized persons cannot otherwise be assured.
5. When entering structures, always follow OSHA rules for confined spaces.
6. Document that the receiver of vehicles fumigated in transit has been notified.
7. Turn off any electric lights in the fumigated area of the structure, as well as all non-essential electrical motors.

G. POST-APPLICATION OPERATIONS

1. Provide watchmen when the fumigation structure cannot be secured from entry by unauthorized persons during the aeration process.
2. Aerate in accordance with structural limitations.
3. Turn on ventilating or aeration fans where appropriate.
4. Use a suitable gas detector before re-entry into a fumigated structure to determine fumigant concentration.
5. Keep written records of monitoring to document completion of aeration.
6. Consider temperature when aerating.
7. Ensure that aeration is complete before moving a treated vehicle onto public roads.
8. Remove warning placards when aeration is complete.

9. Inform business/client that employees/other persons may return to work or otherwise be allowed to re-enter the aerated structure.

22. APPLICATION PROCEDURES

A FMP must be written PRIOR to all applications.

A FMP must be devised to cover application, exposure period, aeration and disposal of the fumigant so as to keep to a minimum any human exposure to phosphine and to help assure adequate control of the insect pests.

22.1 Farm Bins:

Leakage is the single most important cause of failures in the treatment of farm storages. Since these storages are often small, they usually have a higher leakage area in proportion to their capacity. Most wooden storage structures are so porous that they cannot be successfully fumigated unless they are completely tarped. Do not fumigate a storage that will be entered by humans or animals prior to aeration. Do not fumigate areas which house sensitive equipment containing copper or other metals likely to be corroded by phosphine gas.

1. Read the label, Applicator's Manual, MSDS and related safety material.
2. Inspect the bin to determine if you can fumigate effectively.
3. Develop an appropriate Fumigation Management Plan.
4. If the bin is located in an area where nearby workers and/or bystanders or domestic animals would be exposed to phosphine gas because of leakage from the bin:
 - (a) Develop a monitoring procedure that will confirm if leakage from the bin is above the allowable limits in an area that would affect nearby workers or bystanders.
 - (b) Advise local authorities when and where you will be fumigating. Provide and review with them the MSDS, complete label and other relevant safety information.
5. If the bin is in an isolated area on private property (a) and (b) above are not required.
6. Seal the bin as tightly as possible. It is recommended that the surface of the grain be covered with poly after **FUMITOXIN** has been applied. Tarping the grain surface will greatly reduce the leak rate of the gas as well as reduce the amount of **FUMITOXIN** required. Only the volume below the tarp must be dosed. If not tarped, the entire volume of the storage must be treated, whether full or empty.
7. Using the Applicator's Manual, calculate the dosage of tablets or pellets to be applied based on type of structure, its sealing properties, content type, expected weather conditions, commodity temperature, moisture content of the commodity, and the planned duration of the fumigation. (See Section 8)

8. **FUMITOXIN** tablets or pellets required for the fumigation may be scattered over the surface or probed into the grain using a rigid PVC pipe about 5 to 7 feet in length and having a diameter of 1-1/4 inches.
9. Use approximately 20-50 tablets or 100-250 pellets per probe. Probe the dosage uniformly over the surface. Fumi-Sleeve® dust retainer or packaged fumigants may be used if dust-free applications are desired.
10. Immediately cover the surface of the grain with a plastic tarpaulin.
11. Place no more than 25 percent of the total dose at the bottom if the bin is equipped with aeration fans. **Caution:** Make sure that the aeration duct is dry before adding **FUMITOXIN**. Addition of **FUMITOXIN** to water in an aeration duct may result in a fire.
12. Seal the aeration fan with 4-mil plastic sheeting.
13. Place placards on all entrances to the bin and near the ladder.
14. Following aeration of the bin, the surface of the grain may be sprayed with an approved protectant to discourage reinfestation.

Note: If monitoring equipment is not available, an approved canister respirator must be worn during application from within an enclosed area.

22.2 Flat Storages

Treatments of these types of storages often require considerable time and physical effort. Therefore, sufficient manpower should be available to complete the work rapidly enough to prevent excessive exposure to phosphine gas. Vent flasks outside the storage, conduct fumigations during cooler periods, and employ other work practices to minimize exposures. It is likely that respiratory protection will be required during application of fumigant to flat storages. Refer to the sections on Applicator and Worker Exposure and Respiratory Protection.

1. Inspect the site to determine its suitability for fumigation.
2. Determine if the structure is in an area where leakage during fumigation or aeration would adversely affect nearby workers or bystanders if concentrations were above the permitted exposure levels.
3. Develop an appropriate Fumigation Management Plan.
4. Consult previous records for any changes to the structure. Seal vents, cracks and other sources of leaks.
5. Using the Applicator's Manual, determine the length of the fumigation and calculate the dosage of tablets or pellets to be applied based upon volume of the building, contents, air and/or commodity temperature and the general tightness of the structure.

6. Apply tablets or pellets by surface application, shallow probing, deep probing or uniform addition as the flat storage is filled.
Storages requiring more than 24 hours to fill should not be treated by addition of fumigant to the commodity stream as large quantities of phosphine may escape before the bin is completely sealed.
Probes should be inserted vertically at intervals along the length and width of the flat storage. Pellets or tablets may be dropped into the probe at intervals as it is withdrawn.
Surface application may be used if the bin can be made sufficiently gas tight to contain the fumigant gas long enough for it to penetrate the commodity. In this instance, it is advisable to place about 25 percent of the dosage in the floor level aeration ducts. Check the ducts prior to addition of **FUMITOXIN** to make sure that they contain no liquid water.
7. Placement of plastic tarp over the surface of the commodity is often advisable, particularly if the overhead of the storage cannot be well sealed.
8. Lock all entrances to the storage and post fumigation warning placards.

22.3 Vertical Storages (concrete upright bins and other silos in which grain can be rapidly transferred)

1. Inspect the site to determine its suitability for fumigation.
2. Determine if the structure is in an area where leakage during fumigation or aeration would expose nearby workers or bystanders to concentrations above the permitted levels.
3. Develop an appropriate Fumigation Management Plan.
4. Consult previous records for any changes to the structure. Close openings and seal cracks to make the structure as airtight as possible. Prior to the fumigation, seal the vents near the bin top and any openings which connect to adjacent bins.
5. Determine the length of the fumigation and calculate the dosage of tablets or pellets to be applied based upon volume of the building, air and/or commodity temperature and the general tightness of the structure. (See Section 8.2)
6. Tablets or pellets may be applied continuously by hand or by an automatic dispenser on the headhouse/gallery belt or into the fill opening as the commodity is loaded into the bin. An automatic dispenser may also be used to add **FUMITOXIN** into the commodity stream in the up leg of the elevator. Monitoring must be conducted during application to determine the need for respiratory protection.
7. Seal the bin deck openings after the fumigation has been completed.

8. Bins requiring more than 24 hours to fill should not be fumigated by continuous addition into the commodity stream. Probing, surface application or other appropriate means may be employed to fumigate these bins. Exposure periods should be lengthened to allow for diffusion of gas to all parts of the bin if **FUMITOXIN** has not been applied uniformly throughout the commodity mass.
9. Place warning placards on the discharge gate and on all entrances.

22.4 Mills, Food Processing Plants and Warehouses

1. Inspect the site to determine its suitability for fumigation.
2. Determine if the structure is in an area where leakage during fumigation or aeration would expose nearby workers or bystanders if concentrations were above the permitted exposure levels.
3. Develop an appropriate Fumigation Management Plan.
4. Determine the length of the fumigation and calculate the dosage of tablets or pellets to be applied based upon volume of the building, air and/or commodity temperature and the general tightness of the structure. (See Section 8)
5. Read the directions found in 4.2 Physical and Chemical Hazards and remove or cover any of the listed items that can become damaged from exposure to phosphine gas.
6. Consult previous records for any changes in the structure. Carefully seal and placard the space to be fumigated.
7. Place trays or sheets of Kraft paper or foil, up to 12 sq. ft. (1.1 sq. M) in area, on the floor throughout the structure.
8. Spread **FUMITOXIN** on the sheets at a density no greater than 30 tablets per sq. ft. or 150 pellets per sq. ft. This corresponds to slightly more than one-half flask of tablets or one-half flask of pellets per 3'x 4' sheet. Check to see that **FUMITOXIN** has not piled up and that it is spread out evenly to minimize contact between the individual tablets or pellets.
9. Turn off any lights within the treated area and shut off all electrical motors not essential to operations of the storage. Doors leading to the fumigated space must be closed, sealed and placarded with warning signs.
10. Upon completion of the exposure period, open windows, doors, vents, etc. Allow the fumigated structure to aerate. Do not enter the structure without proper Personal Protective Equipment (PPE) until gas readings have been taken and the concentration is below the allowable limits. Gas concentration readings may be taken using low-level detector tubes or similar devices to ensure safety of personnel who re-enter the treated area.

11. Collect the spent **FUMITOXIN** dust and dispose of it, with or without further deactivation. Refer to Disposal Instructions in this manual.
12. Remove fumigation warning placards from the aerated structure.

22.5 Railcars, Containers, Trucks, Vans and Other Transport Vehicles

Develop an appropriate Fumigation Management Plan.

Railcars, containers, trucks, vans and other transport vehicles shipped piggy-back by rail may be fumigated in transit. However, the aeration of railcars, railroad boxcars, containers and other vehicles is prohibited en-route. It is not legal to move trucks, trailers, containers, vans, etc., over public roads or highways until they have been aerated.

Transport vehicles loaded with bulk commodities, to which **FUMITOXIN** tablets or pellets may be added directly, are treated in essentially the same way as any other flat storage facility. **FUMITOXIN** may be added as the vehicle is being filled. The dose may be scattered over the surface after loading has been completed or the tablets or pellets may be probed below the surface. Carefully seal any vents, cracks or other leaks, particularly if the fumigation is to be carried out in transit. See Section 16 of this Applicator's Manual for placarding requirements.

***PHOSTOXIN** Prepacs or Fumi-Cel® plates (not classified by UL) are recommended for the treatment of transport vehicles or similar storages containing processed foods for which no direct contact is allowed with tablets or pellets.*

The shipper and/or the fumigator must provide written notification to the receiver of railcars, railroad boxcars, shipping containers and other vehicles which have been fumigated in transit. A copy of the Applicator's Manual must precede or accompany all transportation containers or vehicles which are fumigated in transit. If the Applicator's Manual is sent with the transport vehicle it must be placed securely on the outside of the vehicle.

Proper handling of treated railcars at their destination is the responsibility of the consignee. Upon receipt of the railcar, railroad boxcars, shipping containers and other vehicles, a certified applicator and/or persons with documented authorized training must supervise the aeration process and removal of the placards.

Do not use **FUMITOXIN** tablets or pellets in cars or other personal vehicles.

22.6 Tarpaulin and Bunker Fumigations

Use of plastic sheeting or tarpaulins to cover commodities is one of the easiest and least expensive means for providing relatively gas tight enclosures which are very well-suited for fumigation. Poly tarps are penetrated only very slowly by phosphine gas and tight coverings are readily formed from the sheets. The volume of these enclosures may vary widely from a few cubic feet (for example, a fumigation tarpaulin placed over a small stack of bagged commodity) to a plastic bunker storage capable of holding 600,000 bushels of grain or more.

1. Develop an enclosure suitable for fumigation by covering bulk or packaged commodities with poly sheeting. The sheets may be taped together to provide a sufficient width of material to ensure that adequate sealing is obtained. If the flooring upon which the commodity rests is of wood or other porous material, the commodity to be fumigated must be repositioned onto poly prior to covering for fumigation. The plastic covering of the pile may be sealed to the floor using sand or water snakes by shoveling soil or sand onto the ends of the plastic covering or by other suitable procedures. The poly covering must be reinforced by tape or other means around any sharp corners or edges in the stack so as to reduce the risk of tearing. Thinner poly, about 2 mil, is suitable for most indoor tarp fumigations and for sealing of windows, doors and other openings in structures. However, 4 mil poly or thicker is more suitable for outdoor applications where wind or other mechanical stresses are likely to be encountered.
2. Determine if the enclosure is in an area where leakage during fumigation or aeration would affect nearby workers or bystanders.
3. Develop an appropriate Fumigation Management Plan.
4. Using the guidance given under Section 7, Exposure Conditions, determine the length of the fumigation and calculate the dosage of tablets or pellets to be applied based upon volume of space under the tarp, air and/or commodity temperature.
5. Tablets or pellets may be applied to the tarped stack or bunker storage of bulk commodity through slits in the poly covering. Probing or other means of dosing may be used. Avoid application of large amounts of **FUMITOXIN** at any one point. **FUMITOXIN** should be added below the surface of the commodity if condensation or other source of moisture is likely to form beneath the poly. The slits in the covering should be carefully taped to prevent loss of gas once the dose has been applied and the introduction of water from rain. *PHOSTOXIN Prepac*s (not classified by UL) are recommended for the treatment of bagged commodities and processed foods although tablets and pellets on trays or sheets of Kraft paper may be used. Care should be taken to see that the poly is not allowed to cover the **FUMITOXIN** and prevent contact with moist air or confine the gas.
6. Distribution of phosphine gas is generally not a problem in the treatment of bagged commodities and processed foods. However, fumigation of larger bunker storages containing bulk commodity will require proper application procedures to obtain adequate results.
7. Place warning placards at conspicuous points on the enclosure.

22.7 In-Transit Shiphold Fumigation

Develop an appropriate Fumigation Management Plan.

22.7.1 General Information

1. Important – In-transit ship or shiphold fumigation is also governed by U.S. Coast Guard Regulation 46 CFR 147A, Interim Regulations for Shipboard Fumigation. Refer to this regulation prior to fumigation. For further information contact:

Commandant
U.S. Coast Guard
Hazardous Materials Standards Division
GMSO-3
Washington, DC 20593-0001

22.7.2 Pre-Voyage Fumigation Procedures – A FMP must be written for all fumigations PRIOR TO ACTUAL TREATMENT.

1. Prior to fumigating a vessel for in-transit cargo fumigation, the master of the vessel, or his representative, and the certified applicator must determine whether the vessel is suitably designed and configured so as to allow for safe occupancy by the ship's crew throughout the duration of the fumigation. If it is determined that the vessel does not meet these requirements, then the vessel must not be fumigated unless all crew members are removed from the vessel. The crew members are not permitted to re-occupy the vessel until it has been properly aerated and the master of the vessel and the certified applicator have made a determination that the vessel is safe for occupancy.
2. The certified applicator must notify the master of the vessel, or his representative, of the requirements relating to personal protection equipment*, detection equipment, and that a person qualified in the use of this equipment must accompany any vessel containing cargo under fumigation. Emergency procedures, cargo ventilation, periodic monitoring and inspections, and first aid measures must be discussed with and understood by the master of the vessel or his representative.

**Note: Personal protection equipment means a NIOSH/MSHA approved respirator or gas mask fitted with an approved canister for phosphine. The canister is approved for use up to 15 ppm. SCBA or its equivalent must be used above 15 ppm or at unknown concentrations.*

3. Seal all openings to the cargo hold or tank and lock or otherwise secure all openings, manways, etc., which might be used to enter the hold. The overspace pressure relief system of each tank aboard tankers must be sealed by closing the appropriate valves and sealing the openings into the overspace with gas-tight materials.
4. Placard all entrances to the treated spaces with fumigation warning signs.

5. If the fumigation is not completed and the vessel aerated before the manned vessel leaves port, the person in charge of the vessel shall ensure that at least two units of personal protection equipment and one phosphine gas detection device, and a person qualified in their operation be on board the vessel during the voyage.
6. During the fumigation, or until a manned vessel leaves port or the cargo is aerated, the certified applicator shall ensure that a qualified person using phosphine gas detection equipment tests spaces adjacent to areas containing fumigated cargo as well as all regularly occupied spaces for fumigant leakage. If leakage of the fumigant is detected, the person in charge of the fumigation shall take action to correct the leakage or shall inform the master of the vessel, or his representative, of the leakage so that corrective action can be taken.
7. Review with the master, or his representative, the precautions and procedures to follow during the voyage of a shiphold in-transit fumigation.

22.7.3 Application Procedures for Bulk Dry Cargo Vessels and Tankers

1. Apply tablets or pellets by scattering uniformly over the commodity surface or they may be shallow or deep probed into the commodity mass. Fumi-Sleeves® or packaged metal phosphides are recommended if dust-free applications are desired.
2. Immediately after application of the fumigant, close and secure all hatch covers, tank tops, butterworth valves, manways, etc.

22.7.4 In-Transit Fumigation of Transport Units (Containers) Aboard Ships

In-transit fumigation of transport units on ships is also governed by DOT RSPA 49 CFR 176.76(h) Transport Vehicles, Freight Containers, and Portable Tanks Containing Hazardous Materials and International Maritime Dangerous Goods Code P9025-1 Amdt. 27-94.

Application procedures for fumigation of raw commodities or processed foods in transport units (containers) are described in Section 22.5 of this manual.

22.7.5 Precautions and Procedures During Voyage

1. Using appropriate gas detection equipment, monitor spaces adjacent to areas containing fumigated cargo and all regularly occupied areas for fumigant leakage. If leakage is detected, the area should be evacuated of all personnel, ventilated, and action taken to correct the leakage before allowing the area to be occupied.
2. Do not enter fumigated areas except under emergency conditions. If necessary to enter a fumigated area, appropriate personal protection equipment must be used. Never enter fumigated areas alone. At least one other person wearing personal protection equipment should be available to assist in case of an emergency.

22.7.6 Precautions and Procedures During Discharge

1. If necessary to enter holds prior to discharge, test spaces directly above grain surface for fumigant concentration, using appropriate gas detection and personal safety equipment. Do not allow entry to fumigated areas without personal safety equipment unless fumigant concentrations are at safe levels, as indicated by a suitable detector.

23. BARGES

Barge fumigation is also regulated by U. S. Coast Guard Regulation 46 CFR Part 147A as modified by U. S. Coast Guard Special Permit 2-75. This permit, which must be obtained prior to the fumigation, is available from:

Commandant
U. S. Coast Guard
Hazardous Materials Standards Div.
GMSO-3
Washington, DC 20593-0001

Leaks are a common cause of failures in the treatment of commodities aboard barges. Carefully inspect all hatch covers prior to application of **FUMITOXIN** and seal, if necessary. Placard the barge. Notify consignee if the barge is to be fumigated in transit and provide safety instructions for receipt and unloading.

24. SMALL SEALABLE ENCLOSURES

Develop an appropriate Fumigation Management Plan.

Excellent results may be attained in the treatment of small enclosures since it is often possible to control the temperature during fumigation and also to make the enclosure virtually gas tight. Take care not to overdose during these fumigations. A single **FUMITOXIN** pellet will treat a space of from 1.4 to 10 cubic feet and a single **FUMITOXIN** tablet from 6.9 to 50 cubic feet.

25. BEEHIVES, SUPERS AND OTHER BEE KEEPING EQUIPMENT

Develop an appropriate Fumigation Management Plan.

FUMITOXIN tablets and pellets may be used for the control of the Greater Wax Moth in stored beehives, supers and other bee keeping equipment and for the destruction of bees, Africanized bees and diseased bees including those infested with tracheal mites and foulbrood. The recommended dosage for this use is 30-45 tablets or 150-225 pellets per 1000 cubic feet.

Fumigations may be performed in chambers at atmospheric pressure, under tarpaulins, etc., by placing the tablets or pellets on trays or in moisture permeable envelopes. Do not add more than 2 tablets or 10 pellets to each envelope. Honey from treated hives or supers may only be used for bee food.

26. BURROWING PEST CONTROL

A Fumigation Management Plan must be written for all burrowing pests fumigations.

26.1 Use Restrictions:

THE USE OF THIS PRODUCT IS STRICTLY PROHIBITED WITHIN 100 FEET OF ANY BUILDING WHERE HUMANS AND/OR DOMESTIC ANIMALS DO OR MAY RESIDE ON SINGLE OR MULTI-FAMILY RESIDENTIAL PROPERTIES AND NURSING HOMES, SCHOOLS (EXCEPT ATHLETIC FIELDS), DAYCARE FACILITIES AND HOSPITALS.

This product must be applied to underground burrow systems located in non-crop areas, crop areas, or orchards occupied by woodchucks, yellowbelly marmots (rockchucks), prairie dogs (except Utah prairie dogs, *Cynomys Parvidens*), Norway rats, roof rats, mice, ground squirrels, moles, voles, pocket gophers and chipmunks.

All treatments for control of these species in burrows must be made outdoors. Pellets or tablets must be applied directly to underground burrow systems. Before using **FUMITOXIN** tablets or pellets for burrowing pest control, read the applicable restrictions under Environmental Hazards, Endangered Species and Special Local Restrictions below.

This product must be used out-of-doors only for control of burrowing pests on agricultural areas, orchards, non-crop areas (such as pasture and rangeland), golf courses, athletic fields, airports, cemeteries, rights-of-ways, earthen dams, parks and recreational areas, other non-residential institutional or industrial sites and on residential or other commercial properties in accordance with the following directions:

1. This product must not be applied into a burrow system that is within 100 feet of a building where humans and/or domestic animals do or may reside on single and multi-family residential properties and nursing homes, schools (except athletic fields), daycare facilities, hospitals and other commercial buildings that are regularly occupied.
2. When this product is used in athletic fields or parks, the applicator shall post a sign at entrances to the treated site containing the signal word DANGER/PELIGRO, skull and crossbones, the words: DO NOT ENTER/NO ENTRE, FIELD NOT FOR USE, the name and EPA registration number of the fumigant. The sign must state a 24-hour emergency response number and the contact number of the certified applicator responsible for the application. Signs must be no smaller than 9 inches by 11 inches and must stand at least 18 inches high from ground. Signs must be made of substantial material that can be expected to withstand adverse weather conditions and all information must be legible. Signs should remain posted for a minimum of 2 days after the final treatment and may be removed by the certified applicator or contracting party.
3. When this product is used out-of-doors on a site other than an athletic field or park, the applicator shall post a sign at the application site containing the signal word DANGER/PELIGRO, skull and crossbones, the words: DO NOT ENTER/NO ENTRE, the name and EPA registration number of the fumigant. The sign must state a 24-hour emergency response number and the contact number of the certified applicator responsible for the application. Signs must

be no smaller than 9 inches by 11 inches and must stand at least 18 inches high from ground. Signs must be made of substantial material that can be expected to withstand adverse weather conditions and all information must be legible. Signs should remain posted for a minimum of 2 days after the final treatment and may be removed by the certified applicator or contracting party.

DO NOT TREAT ANY BURROWS THAT OPEN UNDER OR INTO OCCUPIED BUILDINGS. In addition, check for any other source through which the gas may enter into occupied buildings as a result of application to burrows. If there is any way gas can move through pipes, conduits, etc. from burrows, do not treat these burrows.

Prior to treating a rodent burrow, the applicator must provide the customer with a copy of the Fumigation Management Plan.

26.2 Application Directions for Control of Burrowing Pests

For use by a certified applicator or person under their direct supervision and who have been trained specifically for use of this product in burrowing pest control.

Use application procedures appropriate to the type of burrow system being treated. **DOSAGE RATES MUST NOT BE EXCEEDED UNDER ANY CIRCUMSTANCES.**

26.2.1 For species with open burrow systems: locate all entrances to each burrow system. Treatment of more than one entrance in a system is often desirable as systems often overlap and are not defined. Treat all entrances except for those entrances you are sure connect to already treated entrances. Insert 2 to 4 tablets or 10 to 20 pellets into each entrance to be treated. Use the lower rates for smaller burrows and/or when soil moisture is high. Use higher rates for larger burrow systems and when soil moisture is relatively low. Pack the treated entrance with crumpled paper and shovel soil to cover the paper. Using crumpled paper will prevent soil from covering the tablets or pellets and slowing down their action. Rocks, clods of soil, cardboard, etc. may also be used for this purpose. Be sure to seal all untreated entrances by shoveling and packing soil and/or sod to completely seal the opening.

Inspect treated areas 1 or 2 days following treatment for signs of residual activity of target species. Treat all reopened burrows in the same manner prescribed above.

THIS PRODUCT MUST NOT BE APPLIED INTO A BURROW SYSTEM THAT IS WITHIN 100 FEET OF A BUILDING WHERE HUMANS AND/OR DOMESTIC ANIMALS DO OR MAY RESIDE ON SINGLE AND MULTI-FAMILY RESIDENTIAL PROPERTIES AND NURSING HOMES, SCHOOLS (EXCEPT ATHLETIC FIELDS), DAYCARE FACILITIES, HOSPITALS AND OTHER COMMERCIAL BUILDINGS THAT ARE REGULARLY OCCUPIED.

26.2.2 For species with closed burrow systems: (pocket gophers and moles in some situations). Locate the main underground runway by probing with

a smooth-sided rod 12 to 18 inches from a fresh mound. For pocket gophers, begin probing on the flat side of the mound. A sudden reduction in soil resistance to the probe indicates that the main runway has been located. Once the main runway is located, remove the probe and apply 2 to 4 tablets or 10 to 20 pellets through the probe hole. Adjust treatment rate according to the level of soil moisture, using more pellets or tablets if the soil is relatively dry. Do not treat if soil is extremely dry or if there are no signs of recent gopher or mole activity. Make a tight seal to close probe hole by using a clod of soil or a sod plug to cover the hole or by using the heel of your shoe to push sod and/or soil over the surface opening. If the probe hole is more than one inch in diameter, place crumpled paper in the hole before closing it with soil and/or sod. Two days after treatment, you may check area for residual pest activity by poking holes in main runways of burrow systems, flagging holes and inspecting them two days later. You should retreat all reclosed systems, on both sides of the plug.

THIS PRODUCT MUST NOT BE APPLIED INTO A BURROW SYSTEM THAT IS WITHIN 100 FEET OF A BUILDING WHERE HUMANS AND/OR DOMESTIC ANIMALS DO OR MAY RESIDE ON SINGLE AND MULTI-FAMILY RESIDENTIAL PROPERTIES AND NURSING HOMES, SCHOOLS (EXCEPT ATHLETIC FIELDS), DAYCARE FACILITIES, HOSPITALS AND OTHER COMMERCIAL BUILDINGS THAT ARE REGULARLY OCCUPIED.

26.3 Environmental Hazards:

This product is very highly toxic to wildlife. Non-target organisms exposed to phosphine gas will be killed. Do not apply directly to water or wetlands (swamps, bogs, marshes, and potholes). Do not contaminate water by cleaning of equipment or disposal of wastes.

26.4 Endangered Species Restrictions:

The use of **FUMITOXIN** in a manner that may kill or otherwise harm an endangered or threatened species or adversely modify their habitat is a violation of Federal laws. Before using this pesticide on range and/or pastureland you must obtain the PESTICIDE USE BULLETIN FOR PROTECTION OF ENDANGERED SPECIES for the county in which the product is to be used. The bulletin is available from your County Extension Agent, State Fish and Game Office, or your pesticide dealer. Use of this product in a manner inconsistent with the PESTICIDE USE BULLETIN FOR PROTECTION OF ENDANGERED SPECIES is a violation of Federal laws.

Even if applicable, county bulletins do not prohibit the use of this product at the intended site of application, you may not use this product for control of prairie dogs in the states of Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah or Wyoming unless a pre-control survey has been conducted. Contact the nearest U. S. Fish and Wildlife Service Endangered Species Specialist to determine survey requirements in your area. This survey must be in compliance with the Black-Footed Ferret Survey Guidelines, developed by the U.S. Fish and Wildlife Service, and a determination must be made in accordance with the Guidelines that black-footed ferrets are not present in the treatment area.

CALIFORNIA (all endangered species)

Fresno, Inyo, Kern, Kings, Madera, Merced, Monterey, San Benito, San Luis Obispo, Santa Barbara, Stanislaus and Tulare

See the U.S. EPA Interim Measurers Bulletin for your county. To obtain a copy of the bulletin, contact your county agricultural commissioner or visit the following website: <http://www.cdpr.ca.gov/docs/es/index.htm> If there is no current bulletin available for your county, contact the U.S. Fish and Wildlife Service office in Portland, OR, to determine whether there are endangered species that might be adversely affected by your proposed use of **FUMITOXIN®** and the steps you should take to mitigate any such risks.

FLORIDA

Statewide

GEORGIA

Appling, Atkinson, Bacon, Baker, Ben Hill, Bleckley, Berrien, Brantley, Brooks, Bryan, Bullock, Calhoun, Camden, Chandler, Charlton, Chatham, Clinch, Coffee, Colquitt, Cook, Crisp, Decatur, Dodge, Dooly, Dougherty, Early, Echols, Effingham, Emanuel, Evans, Glynn, Grady, Irwin, Jeff Davis, Jenkins, Johnson, Lanier, Laurens, Lee, Liberty, Long, Lowndes, Macon, McCintosh, Miller, Mitchell, Montgomery, Pierce, Pulaski, Screven, Seminole, Telfair, Tattnall, Thomas, Tift, Toombs, Treutlen, Turner, Ware, Wayne, Wheeler, Wilcox and Worth.

NEW MEXICO

Hidalgo

UTAH

Beaver, Garfield, Iron, Kane, Piute, Sevier, Washington and Wayne

WYOMING

Albany

26.4.1 Special Local Restrictions

1. NORTH CAROLINA

FUMITOXIN tablets and pellets may only be used for control of rats and mice in the state of North Carolina. Use against other burrowing pests (not insect pests) is not permitted.

2. OKLAHOMA

A special permit for black-tailed prairie dog control by poisoning is required in Oklahoma. Contact the Oklahoma State Department of Wildlife Conservation to obtain this permit.

3. WISCONSIN

A state permit is required for use of pesticides in Wisconsin to control small mammals, except rats or mice. Please contact your local Department of Natural Resources office for information.

4. INDIANA

Use of **FUMITOXIN** tablets or pellets for mole control is not legal in the state of Indiana.

5. **MISSOURI**

A state permit is required for use of pesticides in Missouri to control small mammals, except rats and mice. Please contact the Missouri Department of Conservation office for information.

6. **KANSAS**

A special permit for black-tailed prairie dog control by poisoning is required in Kansas. Contact the Kansas Fish and Game Commission to obtain this permit.

7. **CALIFORNIA**

Use of **FUMITOXIN** tablets and pellets for chipmunk control is not legal in the state of California.

27. **FUMI-SLEEVE® DUST RETAINER METHOD OF FUMIGATION – Patent No. 4,579,417 & 4,641,573**

The FUMI-SLEEVE Dust Retainer is a cotton sleeve designed to slip over the standard 1-1/4" PVC probe. Contact Degesch America, Inc. or Pestcon Systems Div. for more information regarding these sleeves.

The presence of residual dust from **FUMITOXIN** tablets or pellets in treated raw agricultural commodities normally presents no problems of toxicity or sanitation. Nevertheless, where it is specified that no tablets or pellets can be placed directly into the commodity during fumigation, conduct the fumigation in the normal manner following the directions below:

1. Determine if the structure can be made sufficiently tight by sealing all vents, windows, cracks or other openings.
2. Determine if the structure is in an area where leakage during fumigation or aeration would affect nearby workers or bystanders if concentrations were above the permitted exposure levels.
3. Develop an appropriate Fumigation Management Plan.
4. Using the Applicator's Manual, determine the dosage and appropriate number of probings to be used.
5. The FUMI-SLEEVE dust retainer is slipped over the standard 1-1/4" PVC probe.
6. The probe with dust retainer is then inserted into the commodity.
7. As the probe is withdrawn, leaving the dust retainer in the commodity, the appropriate number of tablets or pellets is poured into the probe.
8. After the probe is completely removed, leaving the dust retainer containing the tablets or pellets in the commodity, tie off the top of the retention sleeve in a common overhand knot. If probing is not required, the closed sleeve may be placed on the surface of the commodity.
9. Post the structure (shiphold, barge, container on the ship, railcar or other piggyback structure) with appropriate warning signs as well as a sign showing the number of FUMI-SLEEVE dust retainers used.
10. On completion of fumigation, remove all retainers from the treated commodity and transport in a well-ventilated container to the disposal site.

11. Disposal:
 - a. The entire dust retainer and residue can be buried following disposal instructions found elsewhere in this manual.
 - b. Or the residual dust may be emptied from the sleeve and disposed of according to instructions found under disposal instructions in Section 28.3 of this manual.
 - c. It is not recommended that you reuse the sleeve.

28. DISPOSAL INSTRUCTIONS

28.1 General

Do not contaminate water, food or feed by storage or disposal.

Never place **FUMITOXIN**[®] tablets, pellets, or dust in a closed container such as a dumpster, sealed drum, plastic bag, etc., as flammable concentrations may develop which could result in a flash of phosphine gas.

Partially spent or unreacted **FUMITOXIN** is acutely hazardous. Improper disposal of excess pesticide is a violation of Federal Law. If these wastes cannot be disposed of according to the Applicator Manual instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance. For specific instructions, see Section 29 of this manual, Spill and Leak Procedures.

Some local and state waste disposal regulations may vary from these general recommendations. Disposal procedures should be reviewed with appropriate authorities to ensure compliance with local regulations. Contact your state Pesticide or Environmental Control Agency or Hazardous Waste Specialist at the nearest EPA Regional Office for guidance.

If properly exposed, the residual dust remaining after a fumigation with **FUMITOXIN** will be a grayish-white powder. This will be a non-hazardous waste and contain only a small amount of unreacted aluminum phosphide. However, residual dust from incompletely exposed **FUMITOXIN**, (so called "green dust" due to its appearance) requires special care.

Container Disposal:

The aluminum flasks are non-refillable containers. Do not reuse or refill aluminum flasks. Offer for recycling, if available. Triple rinse flasks and stoppers with water. They may then be recycled or reconditioned, or punctured and disposed of in a sanitary landfill, or by other procedures approved by state and local authorities. Rinsate may be disposed of in a sanitary landfill, by pouring it out onto the ground or by other approved procedures. It is also permissible to remove lids and expose empty flasks to atmospheric conditions until residue in the flasks is reacted. In this case, puncture and dispose of in a sanitary landfill or other approved site, or by other procedures approved by state and local authorities.

Do not transport partially spent or unreacted **FUMITOXIN**[®] residue.

28.2. DIRECTIONS FOR DEACTIVATION OF PARTIALLY SPENT RESIDUAL DUST FROM FUMITOXIN

Any of the following conditions: low humidity, cool temperatures, shortened exposure periods, or in cases where fumigant is added back during the fumigation; may result in partially spent material.

Partially spent **FUMITOXIN**[®], or unreacted product resulting from a spill or leak, must be further deactivated prior to disposal.

When deactivating partially spent or unreacted product using the dry or wet methods below, the deactivation area must be outdoors, secured and posted so as to keep unauthorized people away.

A. Wet Deactivation:

Partially spent or unreacted **FUMITOXIN**[®] may be deactivated as follows using the "Wet Method."

Deactivating solution is prepared by adding the appropriate amount of low sudsing detergent or surface-active agent to water in a drum or other suitable container. A 2% solution (or 4 cups in 30 gallons) of detergent is suggested. The container should be filled with deactivating solution to within a few inches of the top. Residual dust is poured slowly into the deactivating solution and stirred so as to thoroughly wet all of the particles. This should be done in the open air and not in the fumigated structure. Dust from **FUMITOXIN** tablets or pellets should be mixed into no less than about 10 gallons of water-detergent solution for each case of material used. Wear appropriate respiratory protection during wet deactivation of partially spent dust. Do not cover the container being used for wet deactivation. Dispose of the deactivated dust-water suspension, with or without preliminary decanting, at a sanitary landfill or other suitable site approved by local authorities. Where permissible, the slurry may be poured out onto the ground. If the slurry has been held for 36 hours or more, it may be poured into a storm sewer.

Caution: Wear a NIOSH/MSHA approved full-face gas mask – phosphine canister combination if exposed to levels between 0.3 ppm to 15 ppm or a Self-Contained Breathing Apparatus (SCBA) if exposure is unknown or above 15 ppm during wet deactivation of partially spent material. Do not cover the container being used for wet deactivation. Do not dispose of **FUMITOXIN** dust in a toilet.

B. Dry Deactivation:

Partially spent or unreacted **FUMITOXIN**[®] may also be deactivated as follows using the "Dry Method."

Extension of the fumigation period is the simplest method for further deactivation of "green" or partially spent dust prior to ultimate disposal.

Small amounts of partially spent dust, from 2 to 3 kg (4 to 7 lbs.) may be further deactivated by storage in a 1-gallon bucket. Larger amounts of dust (about 11 kg or 25 lbs.) may be deactivated in porous cloth bags (burlap, cotton, etc.). **Caution:** Transport these bags in open vehicles. Do not pile up the bags. Do not store partially spent or "green dust" in bags.

28.3 Directions for Disposal of Residual Dust From FUMITOXIN

Confinement of partially spent residual dust (as in a closed container) or collection and storage of large quantities of dust may result in a fire hazard. Small amounts of phosphine may be given off from unreacted aluminum phosphide and confinement of the gas may result in a flash.

In open areas, small amounts of residual dust up to about 5 to 8 kg (11 to 17 lbs.) may be disposed of on site by burial or by spreading over the land surface away from inhabited buildings.

Spent residual dust from **FUMITOXIN** may also be collected and disposed of at a sanitary landfill, incinerator or other approved sites or by other procedures approved by Federal, State or Local authorities. "Green" or partially spent dust must be further deactivated before disposal at a landfill.

From 2 to 3 kg (4 to 7 lbs.) of spent dust from 2 to 3 flasks of **FUMITOXIN** may be collected for disposal in a 1-gallon bucket. Larger amounts, up to about one-half case, may be collected in burlap, cotton or other types of porous cloth bags for transportation in an open vehicle to the disposal site. Do not collect dust from more than 7 flasks of tablets or 10 flasks of pellets (about 11 kg or 25 lbs.) in a single bag. Do not pile cloth bags together. Do not use this method for "green" or partially spent dust. **Caution: Do not collect dust in large drums, dumpsters, plastic bags or other containers where confinement may occur.**

29. SPILL AND LEAK PROCEDURES

29.1 General Precautions and Directions

A spill, other than incidental to application or normal handling, may produce high levels of gas and, therefore, attending personnel must wear SCBA or its equivalent when the concentration of phosphine gas is unknown. Other NIOSH/MSHA approved respiratory protection may be worn if the concentration is known to be less than or equal to 15 ppm. Do not use water at any time to clean up a spill of **FUMITOXIN**. Water in contact with unreacted tablets or pellets will greatly accelerate the production of phosphine gas that could result in a toxic and/or fire hazard. Wear dry gloves of cotton or other material when handling aluminum phosphide.

Return all intact aluminum flasks to fiberboard cases or other suitable packaging which has been properly marked according to DOT regulations. If applicable, notify consignee and shipper of damaged cases.

If aluminum flasks have been punctured or damaged so as to leak, the container may be temporarily repaired with aluminum tape or the **FUMITOXIN** may be transferred from the damaged flask to a sound metal container which should be sealed and properly labeled as aluminum phosphide according to DOT regulations. Transport the damaged containers to an area suitable for pesticide storage for inspection. Further instructions and recommendations may be obtained, if required, from DEGESCH America, Inc. or Pestcon Systems Div.

If a spill has occurred which is only a few minutes old, collect the tablets and pellets. If they are intact, place them back into the original flasks and stopper tightly. Place the collected tablets and pellets in a sound metal container if the original flasks are damaged. **Caution: these flasks may flash upon opening at some later time.**

If the age of the spill is unknown or if the tablets and pellets have been con-

taminated with soil, debris, water, etc., gather up the spillage and place it into small open buckets having a capacity no larger than about 1 gallon. Do not add more than about one flask of spilled material, 1 to 1.5 kg (2 to 3 lbs.), to the bucket. If on-site wet deactivation is not feasible, these open containers should be transported in open vehicles to a suitable area. Wet deactivation may then be carried out as described in 28.2.A. Alternatively, small amounts of spillage from 4 to 5 flasks (4 to 8 kg, 9 to 18 lbs.) may be spread out in an open area away from inhabited buildings to be deactivated by atmospheric moisture.

Caution: If worker protection standards will be exceeded during wet deactivation of unexposed or incompletely exposed **FUMITOXIN**, NIOSH/MSHA approved respiratory protection must be worn. Wear a full-face gas mask – phosphine canister combination if exposed to levels between 0.3 ppm to 15 ppm or a Self-Contained Breathing Apparatus (SCBA) if exposure is unknown or above 15 ppm. Never place pellets, tablets, or dust in a closed container such as a dumpster, sealed drum, plastic bag, etc., as flammable concentrations and a flash of phosphine gas are likely to develop.

Never place tablets, pellets or dust in a closed container such as a dumpster, sealed drum, plastic bag, etc., as flammable concentrations and a flash of phosphine gas are likely to develop.

FOR ASSISTANCE CONTACT: DEGESCH AMERICA, INC.
153 Triangle Drive
Weyers Cave, VA 24486 USA
Telephone: (540)234-9281/1-800-330-2525
Fax: (540)234-8225
INTERNET: www.degeschamerica.com
E-Mail: degesch@degeschamerica.com

or

PESTCON SYSTEMS DIV.
1808 FIRESTONE PARKWAY
WILSON, NC 27893-7991
Tel.: (252)237-7923/1-800-548-2778
Fax: (252)243-1832
Internet: www.pestcon.com

or

For Human or Animal Medical Emergencies: 1-800-308-4856
For All Other Chemical Emergencies: CHEMTREC: 1-800-424-9300

DANGER / PELIGRO POISON GAS

Fumitoxin® aluminum phosphide

(generates Hydrogen Phosphide, PH₃)

**AREA AND/OR COMMODITY UNDER FUMIGATION
DO NOT ENTER/NO ENTRE**

"THIS SIGN MAY ONLY BE REMOVED AFTER COMMODITY AND/OR AREA IS COMPLETELY AERATED (CONTAINS 0.3 PPM OR LESS PHOSPHINE GAS). IF INCOMPLETELY AERATED COMMODITY IS TRANSFERRED TO A NEW SITE, THE NEW SITE MUST ALSO BE PLACARDED, AND WORKERS MUST NOT BE EXPOSED TO MORE THAN 0.3 PPM PHOSPHINE GAS."

Date Fumigated _____ **Do Not Enter Prior To** _____ DATE

Fumigation Being Performed By:

Telephones:
Day _____
Night _____

IT IS UNLAWFUL TO REMOVE THIS SIGN

Exhibit "B"

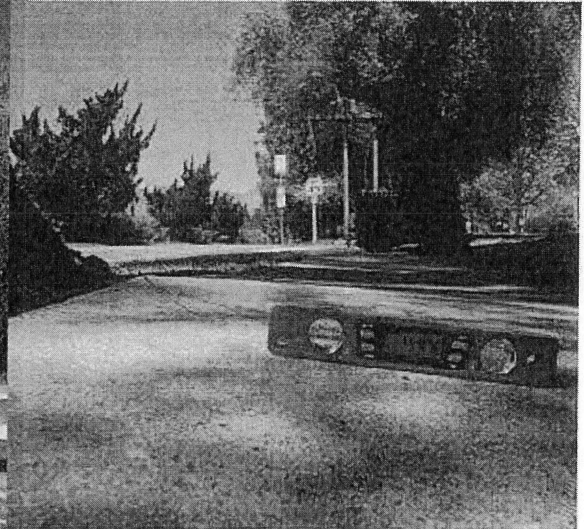
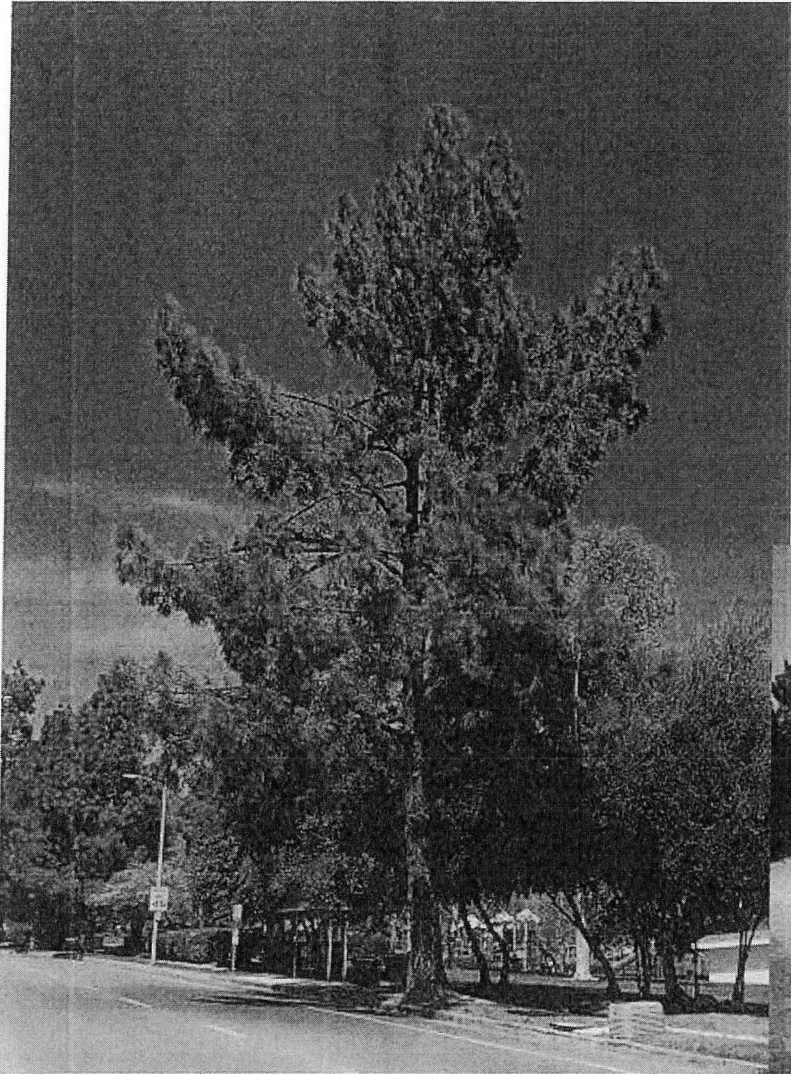
ATTACHMENT B

Tree #1

Canary Island Pine (*Pinus canariensis*)

Kanan Road at Conifer Street, NE

APN: 800-0-032-065

Girth (inches): **106**Height x Width: **70 x 60**Health / Aesthetics: **B / C**Apparent bird's nests: **0**

Existing tree and infrastructure concerns: The subject tree is located in a narrow planter between 5.9 acre Mae Boyar Park and Kanan Road. The tree is conflicting with the sidewalk pavement resulting in 14 degrees of slope, exceeding published County standards. The sidewalk is cracked in 3 locations, with a history of grinding to remove exposed edges. The curb is also cracked at 13.3 feet north and 21.3 feet south of the tree. Additional photographs are available.

Existing tree condition: This tree is in fair condition due to competition induced lean (toward the west) and deferred pruning. Olive trees located in the adjacent Park planter provide shade and suppress normal branching of the pine. The root collar is raising adjacent soils and pavement due to normal root expansion.

Discussion: Standard sidewalk rehabilitation prompts sub-grade preparation to 12 inch depth, which would sever critical support roots. Combined with slight lean and wind exposure, this could create potential for tree failure. Due to the location, with periodically heavy traffic, such a tree failure may present significant consequences of harm.

Recommendations: I recommend tree removal as the best solution in this case. This would allow adequate sub-grade preparation to prolong service interval, reducing costs and improving public safety.





128 N. Kanan Road at Conifer
Oak Park, CA

APN: 800-0-032-065

Aerial map image by Others

Wayne Nakaoka

From: Balan, Anitha <Anitha.Balan@ventura.org>
Sent: Thursday, September 23, 2021 5:33 PM
To: wayne@rsrpd.us
Cc: Foster, Duane
Subject: RE: Canary Island Pine located in the parkway area adjacent to Kanan Rd. @ Mae Boyar Park
Attachments: Conifer Sidewalk reapiir cost estimate .xlsx

Wayne,

Thank you for the response below. Unfortunately there was an error in our cost estimate. My apologies.

To construct the sidewalk over the tree roots we are proposing reinforced concrete sidewalk that is 6" thick. We did not account for this in the unit price. .

Attached is the break down of the cost.

Option 1 cost to remove tree is \$15,200.

Option 2 cost to protect the tree is \$39,000.

The alternate you have proposed as a circular sidewalk will not work to the challenges in RAW and other issues.

Please confirm which option Simi Valley Park & Rec would choose to address the sidewalk issue ASAP.

Thank you,

Anitha Balan, PE
Deputy Director Public Works Agency
Roads & Transportation Department
Operations & Maintenance Division



11251-A Riverbank Drive
Ventura, CA 93004
P: 805-672-2132, F:805-320-3855
[VCPWA Online](#) | [Facebook](#) | [Twitter](#)

From: Wayne Nakaoka <wayne@rsrpd.us>
Sent: Thursday, September 23, 2021 11:52 AM

Recommended removals in the Arborist report	Item	Quantity	Unit	Unit Cost	Total Cost
Kanan Rd @ Conifer St	Remove and Replace Sidewalk with Reinforced Concrete Sidewalk	480	SF	75	\$ 39,000.00
	Tree Maintenance	1.00	LS	2000	
	Import Fill	10.00	CY	100	
Total Project Cost					\$ 39,000.00
*Ongoing Tree Maintenance		1	Every 5 years	2000	\$ 2,000.00

Note: See attached Arborist report dated April 21, 2021.

RANCHO SIMI RECREATION AND PARK DISTRICT

INTEROFFICE MEMORANDUM

DATE: November 4, 2021
TO: District Manager
FROM: Zach Miller, Director of Recreation
SUBJECT: Review and Provide Direction regarding Earth Day Event and Award Criteria

INTRODUCTION

Earth Day is an annual celebration honoring the achievements of the environmental movement and raising awareness of the importance of long-term ecological sustainability. Earth Day is celebrated in the United States on April 22. Rancho Simi Recreation and Park District has created a special event and community awards to celebrate Earth Day throughout the district.

CONSIDERATIONS

As part of the District's Earth Day Celebration, staff is planning a community service event that will take place on or near April 22nd that will include trash pick up, planting projects, and beautification of Berylwood Park. This location and the type of cleanups could change year-to-year to have the most impact on the District. Alongside this event, it is planned to have local students submit art that celebrates Earth Day, including original artwork, poetry, or other expressions based on the yearly theme of the event.

Starting in 2020, RSRPD also wanted to honor specific individuals for their work on environmental related projects. These nominees were brought to a Board Meeting and certificates to all the nominees were awarded. Staff was asked to bring the item back to the Board for the Board to consider changes to the process and criteria for the awards.

DISCUSSION

There are two different ways the District can facilitate recognizing the work of community members on environmentally friendly projects. The first would be recognition for all nominees that were received by the District leading up to the Earth Day Event. These nominees could be recognized at the Earth Day special event with the community in April or could be recognized at a meeting in May in front of the full Board of Directors. This would allow the District to highlight all of the worthy community projects that had occurred within the District during the course of the year. Staff could compile and bring information to report to the Board, along with the person(s) responsible for the project and present that information at a May meeting.

Alternatively, the Board could choose to have the award be a more competitive process, with winners announced in each pre-determined category. Categories that could be considered could include but not be limited to:

- 1) Community Champion Award (Individual)
- 2) Youth Environmental Champion Award (Youth under 18 years old)
- 3) Employee Acknowledgement Award (Current RSRPD employee)
- 4) Organization/Business Award

Requests for honorees will be solicited from Board Members, staff, and the community between February 1 – February 28. Projects must have been completed between January 1-December 31st the previous year, but could include ongoing efforts or projects. The individual nominating for the award will provide information related to the honorees efforts and supplemental materials if available such as photos, news articles, reports, etc.

The criteria for the award could be as follows:

- Achievement or results have had a positive impact by helping understand, protect, conserve, or restore the natural environment by way of activities that show measurable results
- Project encourages stewardship behaviors or actions. Strong preference will be given to projects that achieved positive change through actions that went above and beyond the required or standard operations.
- Demonstration of successful partnerships with other community or business stakeholders where possible.
- Reproduce plans and/or actions so that others may implement similar activities.

If the Board chooses a competitive award, there are a few ways winners could be selected. Those ways are as follows:

- 1) RSRPD staff could meet, discuss, and select the winner of each category to present to the Board.
- 2) RSRPD staff and a Board Sub-committee could meet, discuss, and select the winner of each category, then present to the full Board.
- 3) Board of Directors could discuss and select winners at a regularly scheduled board meeting, with all 5 Directors input in a public setting.

RECOMMENDATION

Provide direction regarding how the Board of Directors would like to nominate and acknowledge Earth Day Awards for the community



Zach Miller

Director of Recreation

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 4, 2021

TO: District Manager

FROM: Golf Course Manager

SUBJECT: Approval of Amended Agreement between Rancho Simi Recreation and Park District and Mental Equivalent for the Operation of the Food and Beverage Concession at Simi Hills Golf Course

SUMMARY

During its February 7th, 2019 meeting, the Board of Directors approved a three year concession agreement with Mental Equivalent, operated by Tony Falato and Evelyn Garfield, allowing it to provide food and beverage services at Simi Hills Golf Course under the name of The Birdie Bar. That concession agreement expires on February 28th, 2022, but includes a clause allowing the District to extend it for up to two additional years at its sole discretion.

Golf course management is very satisfied with the performance of Mental Equivalent and The Birdie Bar and feels extension of the expiration date as provided for in the agreement serves the best interests of the golfers at Simi Hills, as well as the greater community and the District.

BOARD ACTION RECOMMENDED

Staff recommends the Board approve the two year extension and approve the attached Amended Agreement between Rancho Simi Recreation and Park District and Mental Equivalent for the Operation of the Food and Beverage Concession at Simi Hills Golf Course and authorize the District Manager to sign the Agreement and proceed with the implementation.

Brian Reed

Brian Reed
Golf Course Manager

**FIRST AMENDMENT TO AGREEMENT BETWEEN RANCHO SIMI RECREATION
AND PARK DISTRICT AND MENTAL EQUIVALENT FOR THE OPERATION OF
THE FOOD AND BEVERAGE SERVICE AT SIMI HILLS GOLF COURSE**

This First Amendment to Agreement (“First Amendment”) effective February 28, 2022 (“Effective Date”) is entered into by and between Rancho Simi Recreation and Park District (hereafter “District”), 4201 Guardian Ave., Simi Valley 93063, and Mental Equivalent Inc., (hereinafter “Mental Equivalent”), 2585 Cochran Street, Suite #1, Simi Valley, CA 93065.

1. On March 1, 2019, the District Board approved an Agreement with Mental Equivalent (“Agreement”) to operate the food and beverage Concession at the Simi Hills Golf Course (“Golf Course”) located at 5031 Alamo St., Simi Valley.
2. The Term of the First Amendment as provided in Section 3 is from March 1, 2019 to February 28, 2022 with an option to the District to extend the term of the Agreement for up to two additional years on the same terms and conditions as are set forth in the Agreement.
3. By this First Amendment, the District and Mental Equivalent hereby agree to an extension of the term of the Agreement for two years commencing on February 28, 2022, through February 28, 2024 on the same terms and conditions as set forth in the Agreement.
4. Except as modified by this First Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year herein below written.

Date: _____ RANCHO SIMI RECREATION AND PARK DISTRICT

By: _____
Dan Paranick, District Manager

Date: _____ Mental Equivalent, Inc.

By: _____
Michael Floyd, Owner

APPROVED AS TO FORM:

Brian Pierik, District Counsel

**SECOND AMENDMENT TO AGREEMENT BETWEEN RANCHO SIMI
RECREATION AND PARK DISTRICT AND CHEF IT UP! LLC FOR THE
OPERATION OF THE FOOD AND BEVERAGE SERVICE AT
SIMI HILLS GOLF COURSE**

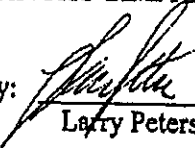
This Second Amendment to Agreement ("Second Amendment"), effective May 1, 2017 ("Effective Date) is entered into by and between Rancho Simi Recreation and Park District (hereafter "District"), 1692 Sycamore Drive, Simi Valley, California 93065 and Chef It Up! LLC (hereinafter "Chef It Up!") 1772-J Avenida de los Arboles, Suite #377, Thousand Oaks, California 91362.

1. On April 3, 2014, the District Board approved an Agreement with Chef It Up! ("Agreement") to operate the food and beverage Concession at the Simi Hills Golf Course ("Golf Course") located at 5031 Alamo Street, Simi Valley.
2. On May 1, 2014, the District Board approved an Amended Agreement with Chef It Up! ("First Amendment") to operate the food and beverage Concession at the Golf Course.
3. The term of the First Amendment as provided in Section 3 is from May 1, 2014 to April 30, 2017 with an option to the District to extend the term of the First Amendment for up to two additional years on the same terms and conditions as are set forth in the First Amendment.
4. By this Second Amendment, the District and Chef It Up! hereby agree to an extension of the term of the First Amendment for two years commencing May 1, 2017 through April 30, 2019 on the same terms and conditions as set forth in the First Amendment.
5. Except as modified by this Second Amendment, all terms and condition set forth in the First Amendment shall remain in full force and effect.

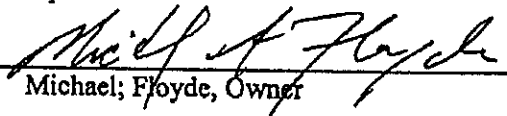
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year herein below written.


Date: 10/24/16 RANCHO SIMI RECREATION AND PARK DISTRICT

By: 
Larry Peterson, District Manager

Date: 10/21/2016 Chef It Up! LLC

By 
Michael; Floyde, Owner

APPROVED AS TO FORM:


Brian Pierik, District Counsel

**AGREEMENT
BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND
MENTAL EQUIVALENT INC. FOR THE OPERATION OF THE FOOD AND
BEVERAGE CONCESSION AT SIMI HILLS GOLF COURSE**

THIS AGREEMENT, effective as of March 1, 2019 ("Effective Date") is entered into by and between Rancho Simi Recreation and Park District (hereinafter "District"), 4201 Guardian Street, Simi Valley, California 93063, and Mental Equivalent Inc. (hereinafter "Mental Equivalent"), 2585 Cochran Street, Suite #1, Simi Valley, CA 93065.

WITNESSETH

WHEREAS, the District owns the Simi Hills Golf Course located at 5031 Alamo Street, Simi Valley ("Golf Course"); and

WHEREAS, located at the Golf Course is a food and beverage facility ("Premises") more fully identified and described in Section 1 of this Agreement; and

WHEREAS, the principal purpose of District in entering into the Agreement is to serve the public by providing a food and beverage concession at the premises to serve golfers at the Golf Course and the public generally ("Concession"); and

WHEREAS, the District advertised for proposals for the operation of the Golf Course Food and Beverage Concession at the Premises; and

WHEREAS, the District received and carefully analyzed three (3) proposals received on January 25th, 2019, including the proposal submitted by Mental Equivalent; and

WHEREAS, the District determined that Mental Equivalent was the best responsible proposer and selected said proposer to operate the Concession in accordance with the terms and conditions of this Agreement; and

WHEREAS, Mental Equivalent desires to secure and enter into an Agreement in accordance with the foregoing and undertakes to provide services of the type and character required therein by District to meet the needs of the public at the Golf Course Food and Beverage Concession;

NOW THEREFORE, in consideration of their mutual promises, obligations assumed, releases given, payments made and to be made, and the other considerations set forth herein, the parties hereto agree as follows:

SECTION 1. PREMISES

1.1 Premises is defined as the food and beverage facility located adjacent to the pro shop inside the clubhouse at the Golf Course. Premises includes a 798 s.f. dining area, a 260 s.f. bar, a 185 s.f. snack bar, a combined total of 341 s.f. support area/storage space, and a covered patio which can seat up to 144 persons, all of which are graphically depicted in Exhibit A.

SHGC F&B Concession Agreement
RSRPD – MENTAL EQUIVALENT, Inc.

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 MENTAL EQUIVALENT

 D.P.

SECTION 2. CONCESSION GRANTED

- 2.1 Mental Equivalent is hereby granted the right and privilege to furnish, equip, operate and maintain the Concession at the Premises and, as described in Section 5, on the Golf Course.
- 2.2 Notwithstanding Mental Equivalent's right to furnish and equip the Concession, District reserves the right to further develop or improve the Premises as it sees fit, and without interference or hindrance; however, District may consider the desires and views of Mental Equivalent in planning for further development and improvements.
- 2.3 Mental Equivalent shall be the exclusive provider of food and beverages at the Golf Course.
 - 2.3.1 Mental Equivalent shall have exclusive rights to provide all food and beverages at the Golf Course. With the exception of District-sponsored events as described below, Golf Course patrons shall not be allowed to bring alcoholic beverages onto the Golf Course.
 - 2.3.2 Mental Equivalent shall be expected to cooperate with District personnel on all matters relative to the conduct of District-sponsored events. Mental Equivalent is granted the right of first refusal to provide food or beverages at District-sponsored events at or in proximity to the Premises defined under this Agreement, should Mental Equivalent menu be appropriate for the event as determined by District.
 - 2.3.3 District reserves the right to allow food and beverages to be brought into the Golf Course for designated District-sponsored events. This food and beverage shall be served independent of Mental Equivalent.

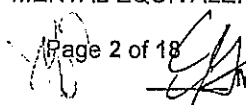
SECTION 3. TERM


- 3.1 The Term of this Agreement is from March 1, 2019 through February 28, 2022, terminating at midnight, unless terminated earlier as may be provided herein.
- 3.2 Three (3) months prior to the conclusion of the three (3) year term of this Agreement, District, at its option, shall have the right to extend this Agreement for up to two (2) additional years on the same terms and conditions as are set forth in this Agreement.

SECTION 4. CONCESSION RENTAL FEE AND REPORTING

- 4.1 Payments
 - 4.1.1 As consideration for District's granting the Concession rights set forth herein, Mental Equivalent agrees to pay District a monthly fee equal to the greater of:
 - a. The minimum monthly rent of \$3,844.53, or
 - b. Ten percent (10%) of Gross Receipts from all food and beverages, and all other Concession sales, including sales resulting from any and all golf-course

SHGC F&B Concession Agreement
RSRPD – MENTAL EQUIVALENT, Inc.

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 MENTAL EQUIVALENT

 D.P.

related events but excluding revenues from "pass-through" fundraising activities, with a monthly cap of \$5,000.00 for the first year, adjusting 3% per year for each subsequent year as follows:

- Year One (March 2019 – February 2020) - \$5,000.00
- Year Two (March 2020 – February 2021) - \$5,150.00
- Year Three (March 2021 – February 2022) - \$5,304.50
- Year Four (March 2022 – February 2023) - \$5,463.64 **
- Year Five (March 2023 – February 2024) - \$5,627.54 **

(** assumes the optional two-year extension is executed)

- 4.1.2 The rental payment to be paid by Mental Equivalent to District shall be payable in monthly installments during each year of the term of the Agreement. Mental Equivalent shall pay District the fee set forth in Section 4 on or before 5:00 p.m. on the 15th day of the month following the prior month's end. For example, rent for the month of March 2019 will be due on or before 5:00 p.m. on April 15, 2019.
- 4.1.3 Monthly rent shall commence effective March 1, 2019, and the first payment will be due no later than 5:00 pm on April 15, 2019.
- 4.1.4 As used herein, the term Gross Receipts is defined to mean the total amount charged or received for the sale of any goods, wares, or merchandise, or for the performance of any act or service (whether such act or service is done as part of or in connection with the sale of goods, wares, merchandise or not), for which a charge is made or credit is allowed, including all receipts, cash, credits, and property of any kind or nature. Gross Receipts does not include service tip charges or any sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Mental Equivalent. Gross receipts also does not include amounts collected in conjunction with fundraisers, or "pass-through" revenues, which are immediately passed on to charities in the form of donations. These revenues shall be accounted for separately on the Monthly Gross Receipts and Rent Report and back up documentation kept on file for District review as needed.
- 4.1.5 If the termination of this Agreement falls on any date other than the first or last day of any calendar month, the applicable rental payment for said month, if it is based on the minimum guaranteed monthly rental, shall be paid by Mental Equivalent to District pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.
- 4.1.6 The District is currently planning potential renovations to the irrigation system at Simi Hills Golf Course. It is anticipated that these plans will be formalized in the next 24 months (or within the first 24 months of the term of this Concession Agreement) and construction potentially occurring within the term of this Concession Agreement. While a formal schedule will not be available prior to the start of this Concession Agreement, it is anticipated that the construction will occur over a 3 - 4 month period, during which the Concession will experience reduced revenue. The Course, Clubhouse and Driving Range will remain open during this

construction, which will require the Concession to remain open as well. It is anticipated that the District may reduce rent during this period but the exact terms of this will be negotiated with the selected Concessionaire when the contract is developed.

4.2 Late Payment

4.2.1 Failure of Mental Equivalent to pay any of the rental payments or any other fees, charges or payments required herein on time is a breach of this Agreement for which District may terminate same or take such other legal action as it deems necessary. District expects all compensation to be paid on time and Mental Equivalent agrees to pay on time. Payments received by District at the District's office after the due date shall be considered late.

4.2.2 Without waiving any rights available at law, in equity or under the Agreement in the event of late or delinquent payment by Mental Equivalent, the latter recognizes that District shall incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Mental Equivalent agrees to pay District a late fee set forth below to compensate District for all expenses and/or damages and loss resulting from said late or delinquent payments.

4.2.3 An initial late fee of three hundred thirty-three dollars (\$333.00) will be charged for any amount of rent which remains unpaid as of 5:00 p.m. on the 15th day of the month following the prior month's end. An additional late fee of twenty-three dollars (\$23.00) per day will be charged for each additional day during which any amount of rent remains unpaid. For example, if Mental Equivalent pays the rent due for the month of May 2019 by 5:00 p.m. on June 20, 2019, a total of \$402.00 in late fees is due (\$333.00 is due on June 16, and an additional \$23.00 per day is due for June 17, 18, and 19).

4.3 Additional Fees and Charges

4.3.1 If District pays any sum or incurs any obligations or expense which Mental Equivalent has agreed to pay or reimburse District for, or if District is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect or refusal of Mental Equivalent to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of Mental Equivalent contrary to said conditions, covenants and agreements, Mental Equivalent agrees to pay to District the sum so paid or the expense so incurred, including all interest, costs, damages and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by District in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 4 hereof.

4.3.2 For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by District for any work done or material furnished shall be prima facie evidence against Mental Equivalent that the amount of such payment was necessary and reasonable. Should District elect to use its own operating and/or maintenance personnel in making any repairs, replacements and/or alterations and to charge Mental Equivalent with the cost of same, receipts and timesheets shall be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by Mental Equivalent.

4.4 Reports

4.4.1 Mental Equivalent shall transmit with its rental payment a Monthly Gross Receipts and Rent Report for the month for which rent is submitted. The completed form shall include a statement of Gross Receipts by source of revenue, and such other information as District may properly require.

4.4.2 Mental Equivalent shall maintain a system of books and records in accordance with generally accepted accounting principles reflecting all revenues received and expenses incurred. Said records and the operations of Mental Equivalent shall be available for audit by District or its designated representative at reasonable times and upon reasonable notice.

4.4.3 Mental Equivalent shall mail or deliver all payments and reports to:

Simi Hills Golf Course
Attn: Brian Reed
5031 Alamo Street
Simi Valley, CA 93063

SECTION 5. MENTAL EQUIVALENT 'S OPERATIONAL RESPONSIBILITIES

5.1 Mental Equivalent shall be responsible for obtaining, at Mental Equivalent's sole expense, all permits, products and services necessary to provide a quality food and beverage service (including the sale of alcohol), including, but not limited to, food and beverages, maintenance of the Premises, employment, training and supervision of Concession personnel with appropriate qualifications and experience to perform all tasks related to the operation, maintenance, and repair of the Premises, and all licenses and permits necessary for the operation of the Concession granted.

5.2 Concession Operations

5.2.1 The Concession must be open for business every day of the year, including Christmas, no later than thirty (30) minutes before the first tee-off time, and it shall close no sooner than thirty (30) minutes after dark.

5.2.2 Mental Equivalent must utilize the Mobile Food and Beverage Cart ("Beverage Cart") for sales on all weekends, holidays (as listed below), and during major tournaments as identified by Golf Course staff. Holidays shall include New Year's

Day, Martin Luther King's Birthday, Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, and Christmas Day.

- 5.2.3 The Concession must be available to the Golf Course and its clientele at all times when the Golf Course is being used by its patrons. At no time will Mental Equivalent's private rentals interfere with use of the Premises by the Golf Course for tournaments or other events.
- 5.2.4 Mental Equivalent shall market, advertise and promote the use of the Premises for the food and beverage Concession at its own expense.
- 5.2.5 Mental Equivalent shall arrange for all rental agreements, including all billings and payments, for catering and rental services.
- 5.2.6 Mental Equivalent shall assume responsibility for complete staffing of the food and beverage Concession, including hiring, supervision and general employment practices.
- 5.2.7 Mental Equivalent shall respond promptly to all complaints from patrons and report to the District regarding each complaint and resolution thereof.
- 5.2.8 Any event utilizing any outdoor area of the Premises, including the patio, scheduled to extend beyond normal hours of operation as specified in Section 5.2.1 are subject to prior written approval by District.
- 5.2.9 Mental Equivalent shall provide banquet menus for use by golf course sales staff to use when booking tournaments. Mental Equivalent shall cooperate with golf course tournament sales staff in the development of a mutually acceptable Banquet Event Order (BEO) form and tracking system to be used for tracking tournament food and beverage sales. Mental Equivalent and golf course tournament sales staff shall cooperate to develop a mutually acceptable process for communicating with tournament customers, as well as planning, preparing for and executing banquets.

5.3 Merchandise and Price Schedules

- 5.3.1 Mental Equivalent shall offer the public a full range selection of breakfast, luncheon and fast-food items and beverages, including beer, wine and alcoholic beverages. Sale of alcoholic beverages must comply with the rules and regulations of the California Alcoholic Beverage Control Board.
- 5.3.2 Mental Equivalent shall offer for sale only foods and beverages of such quality as judged acceptable by District. All of the food items served at the food and beverage Concession shall be fresh and appealing in appearance. Substitutes for advertised products, fillers, dilutions, or reductions in size of standard manufactured or processed products shall not be permitted.

5.3.3 District shall have the right to inspect and approve, in the presence of Mental Equivalent, all products to be sold by Mental Equivalent. Any products found not to be in compliance with the requirements of this Agreement shall be subject to rejection by District. In the event District should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

5.3.4 Within sixty days of the Effective Date of this Agreement, Mental Equivalent shall provide District with a Concession menu, including proposed prices. The menu and pricing are subject to approval by District.

5.4 Golf Organizations

5.4.1 Mental Equivalent acknowledges that at the Golf Course, District recognizes the respective Men's and Women's Golf Clubs of record. These clubs have, over a long period of time, been helpful in the operation, programming and improvement of the Golf Course facility. Without granting special privileges to any person or group, Mental Equivalent agrees to encourage and cooperate with these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, Mental Equivalent agrees to cooperate and consult with other responsible community organizations that use the Golf Course facility.

5.5 Equipment, Furnishings, and Expendables

5.5.1 The equipment, furnishings, and fixtures owned by District that shall remain in the Premises for use by Mental Equivalent in operating the Concession, are listed in Exhibit B. These items of equipment, furnishings, and fixtures shall remain the property of District and shall remain on the Premises, and may be used by Mental Equivalent. Care, reasonable repair and replacement of the inventory of equipment, furnishings and fixtures shall be the responsibility of Mental Equivalent.

5.5.2 Mental Equivalent shall be responsible for any damage or loss arising from Mental Equivalent's abuse or negligent use of any District-owned property or equipment, whether on or outside the Premises.

5.5.3 No equipment, furnishings, or fixtures provided by District shall be removed or replaced by Mental Equivalent without the prior written consent of District. If consent is secured, such removal and/or replacement shall be at the expense of Mental Equivalent. District may, at its sole discretion, fund the purchase of new or replacement equipment, furnishings, or fixtures.

5.5.4 Any and all additional equipment, furnishings and expendables required for said Concession shall be purchased and installed by Mental Equivalent at its sole expense and shall remain its personal property. If upon termination of this Agreement, District does not renew said Agreement, Mental Equivalent shall have the right to remove its own equipment, furnishings and expendables, but not fixtures or improvements, from the Premises, and shall be allowed a period of thirty (30) days to make such removal. Any such removal shall be done in a way that minimizes the disruption to Concession business operations. If not removed within

that period, said equipment furnishings and expendables shall become the property of District.

5.5.5 If District determines that equipment, furnishings and expendables of Mental Equivalent left on the Premises by Mental Equivalent should be removed, District may remove and dispose of them, and the cost of doing so shall be paid by Mental Equivalent within thirty (30) days following submittal of a request for reimbursement by District.

5.6 Maintenance, Refurbishing and Repair of Equipment/Premises

5.6.1 Mental Equivalent shall, at all times and at its own expense, keep and maintain the Premises, including all equipment, exposed plumbing and plumbing fixtures, whether owned and/or installed by Mental Equivalent or District, in good repair and in a first class, neat, clean and wholesome condition at all times. Mental Equivalent's responsibility for plumbing ends once the plumbing enters the wall.

5.6.2 Mental Equivalent shall clean all food preparation equipment daily. Walls, ceilings and floors shall be kept free of grease and dirt and shall be cleaned regularly. Countertops and tables shall be kept clean and dry at all times.

5.6.3 Mental Equivalent shall remove and stack out of sight of public view all dirty utensils, pots, pans, table linens, dishes, flatware, glasses and other items. All such items shall be spotless and dry when offered to patrons.

5.6.4 Mental Equivalent shall vacuum the dining room at least once a day, wash the dining room windows on an as-needed basis, perform maintenance and daily cleaning of the patio area, and bus the tables in the dining room and patio areas.

5.6.5 Grease shall not be poured down drains, but shall be disposed of in containers. Mental Equivalent shall, at its own expense, arrange for grease pickup and removal from the premises.

5.6.6 Mental Equivalent shall be responsible for telephone charges in excess of the basic monthly access fees (i.e., long distance calls) for the telephone line assigned to the Concession. Mental Equivalent shall also be responsible for any telephone advertising costs for the line assigned to the Concession.

5.6.7 Mental Equivalent shall be responsible for the maintenance, cleaning and operation of the Cart as identified in Exhibit B. Mental Equivalent shall provide a trash receptacle on the Cart for use by customers. Mental Equivalent shall not sell any items in glass containers from the Cart. Mental Equivalent shall be responsible for maintenance and cleanliness of the Cart storage area.

5.7 Improvements. No capital improvements are required as part of this Concession Agreement. However, the District will consider all reasonable capital improvements and/or clubhouse furnishings proposed which are conducive to the enhancement and increased revenue of the food and beverage facility. Acceptance of this Concession Agreement does not constitute approval of proposed improvements and/or installation of clubhouse

furnishings. All laws must be complied with before the Concessionaire will be permitted to make any capital improvements to the concession.

- 5.8 To the extent permitted by law, Mental Equivalent agrees that upon the expiration of the terms of this Agreement, or upon the termination of this Agreement, that it will transfer all alcoholic beverage licenses issued to or used by Mental Equivalent for the operations of the Golf Course Food and Beverage Concession at the Premises to the entity that replaces Mental Equivalent and which enters into a contract with the District for such operations at a cost to the transferee not to exceed the amount paid by Mental Equivalent for the alcoholic beverage license(s). Mental Equivalent shall notify the District of the amount paid for the alcoholic beverage license(s) no later than April 1, 2019.

SECTION 6. DISTRICT RESPONSIBILITIES

- 6.1 District shall allow Mental Equivalent access to the Premises for purpose of Mental Equivalent complying with this Agreement. District shall also allow Mental Equivalent access to the Golf Course for purpose of complying with the requirement that Mental Equivalent operate the Beverage Cart on the Golf Course. District shall allow Mental Equivalent's contractors and vendors access across those portions of the Golf Course that are necessary for Mental Equivalent's contractors and vendors to access in order to reach the Premises and supply Mental Equivalent with the goods and services necessary for Mental Equivalent to complete its Operational Responsibilities.
- 6.2 District shall pay for all electric, gas, water, internet, and cable television services associated with the operation of the Concession on the Premises. District shall provide one telephone line to the food and beverage facility that shall have a separate telephone number and may be listed under the name of the Concession, and one analog telephone line that may be used for credit card processing and/or a separate fax machine.
- 6.3 District shall maintain the structure's foundations, bearing and exterior walls (including glass, doors, and window frames), subflooring and roof (including gutters and downspouts) on the Premises.
- 6.4 District shall maintain all major building systems, including HVAC system, electrical system, plumbing and sewer systems on the Premises.
- 6.5 District shall maintain all surrounding grounds, including planters, irrigation systems, walkways and parking lot on the Golf Course.
- 6.6 District shall maintain all interior and exterior electrical fixtures, and replace all interior and exterior lights as needed on the Premises.
- 6.7 District shall steam clean the dining room carpet on a regular or as-needed basis.
- 6.8 District shall maintain the pro shop, main entrance area, and public restrooms in a first class, neat, clean and wholesome condition at all times.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

- 7.1 It is expressly understood and agreed between Mental Equivalent and District that Mental Equivalent is an independent contractor and not an agent, servant, employee, or representative of District in the performance of Concession services. No term or provision of this Agreement, or act of Mental Equivalent or District under this Agreement, shall be construed as changing this status. Since Mental Equivalent is an independent contractor, District shall not be providing Mental Equivalent with any of District's employee benefits or with any other statutory benefits, such as Workers' Compensation coverage. District shall not pay withholding taxes, social security taxes, employment insurance contributions and/or payroll taxes for Mental Equivalent and Mental Equivalent's employees. Mental Equivalent must make any and all financial reports in connection with taxes or otherwise as required by state, federal, or local law applicable to a self-employed person/entity.
- 7.2 Mental Equivalent is solely responsible for providing to its employees all legally required employee benefits. District is not responsible for payment of any salaries, wages or compensation to any of Mental Equivalent's personnel.

SECTION 8. INDEMNITY

- 8.1 To the fullest extent permitted by law, Mental Equivalent, at its sole cost and expense, shall defend, indemnify, and hold harmless District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of attorneys or other professionals, and all costs associated therewith (hereinafter collectively referred to as "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Mental Equivalent or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement, or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees. This indemnity provision survives the termination of this Agreement or final payment by District hereunder and is in addition to any other rights or remedies which District may have under the law or under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover from Mental Equivalent under this indemnity provision.

SECTION 9. INSURANCE

- 9.1 Mental Equivalent shall, for the term of this Agreement and any extensions of this Agreement, maintain, at its own expense, valid and collectible insurance as required below, and provide certificates to District reflecting compliance with these insurance requirements. This insurance shall not affect Mental Equivalent's liability under the indemnification provisions detailed in Section 8.

9.2 General Liability Insurance

- 9.2.1 Commercial general liability insurance providing broad form comprehensive general liability insurance including bodily injury liability and property damage liability as to all coverage.
- 9.2.2 The limit of liability must be at least \$1,000,000 per person with not less than a \$2,000,000 aggregate limit.
- 9.2.3 The following endorsements/coverage shall be included in the policy:
- a. Contractual liability insurance coverage expressly designating this Agreement;
 - b. Products and completed operations liability coverage;
 - c. Owner's and contractor's protective liability coverage;
 - d. Broad Form Comprehensive General Liability endorsement including, but not limited to, personal and advertising injury liability coverage, premises medical payments coverage, fire legal liability coverage, broad form property damage liability coverage, and extended bodily injury coverage;
 - e. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;
 - f. The policy and all coverage thereunder shall be written on an occurrence basis, rather than a claims-made basis;
 - g. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;
 - h. Mental Equivalent and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and
 - i. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

9.3. Automotive Insurance

- 9.3.1 Commercial business automotive liability insurance. Mental Equivalent shall require any subcontractor to provide it with evidence of the same commercial business automotive liability insurance coverage.
- 9.3.2 The amount of insurance shall be at least \$1,000,000 per person or occurrence.
- 9.3.3 The following endorsements/coverage shall be included in the policy:

- a. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;
- b. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;
- c. Mental Equivalent and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and
- d. The policy covers use of any automobile; and
- e. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

9.4 Workers' Compensation Insurance

9.4.1 Workers' Compensation and employer's liability insurance for all of its employees. In lieu of evidence of Workers' Compensation Insurance, District shall accept a self-insuring certificate from the State of California. Mental Equivalent shall require any subcontractor to provide it with evidence of Workers' Compensation and employer's liability insurance, all in strict compliance with California state laws.

9.4.2 The following endorsements/coverage shall be included in the policy:

- a. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by District;
- b. Mental Equivalent and the insurance company waive all rights of subrogation and contribution against the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers;
- c. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

SECTION 10. FAITHFUL PERFORMANCE BOND

10.1 Mental Equivalent shall provide a Faithful Performance Bond or the equivalent in cash for the duration of this Agreement in the amount of Twelve Thousand Dollars (\$12,000.00). Said bond is required prior to execution of this Agreement and shall be in the form of a financial instrument preapproved by District.

10.2 Within sixty (60) days of completion or termination of this contract, District shall return the amount of the Faithful Performance Bond to Mental Equivalent, less any damages or delinquent payments which District may offset against this Bond.

SECTION 11. COMPLIANCE WITH LAWS

11.1 Mental Equivalent must comply with all federal, state, county and city laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Concession services. If Mental Equivalent observes that any provision of the Agreement is at variance with any applicable law, ordinance, rule, or regulation, Mental Equivalent must promptly notify District in writing. If Mental Equivalent performs any work knowing such work to be contrary to any laws, ordinances, regulations, or rules, Mental Equivalent thereby assumes full responsibility therefor and bears any costs and liability attributable thereto.

SECTION 12. TAXES

12.1 Mental Equivalent shall pay all taxes of whatever character which may be levied or charged upon Mental Equivalent to use the Premises for the Concession, or upon Mental Equivalent's improvements, fixtures, equipment or other property, or upon Mental Equivalent's operations, including but not limited to the City of Simi Valley Business Tax and the County of Ventura Possessory Interest Tax.

SECTION 13. PERMITS AND LICENSES

13.1 Mental Equivalent must procure and maintain, at its sole cost, all necessary permits and licenses during the term of the Agreement, including but not limited to each of the following: City of Simi Valley business license, County of Ventura Environmental Health Department permit for food and beverage operations, County of Ventura Environmental Health Department food handler permit, California State Alcoholic Beverage Control Board liquor license, and California State Board of Equalization sales permit.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING

14.1 The particular qualities and characteristics of Mental Equivalent form the basis for District selecting Mental Equivalent to provide the Concession. Mental Equivalent shall not assign, delegate or subcontract any of the Concession services to be provided by Mental Equivalent without prior express written approval of District. In the event of an assignment of this Agreement, or any of the rights or obligations of Mental Equivalent under it, Mental Equivalent remains fully responsible for the satisfactory performance of the services even though some or all of those services are performed by an assignee or subcontractor. The assignee or subcontractor shall be fully bound by the provisions of the Agreement, including all indemnity provisions.

SECTION 15. EMPLOYEE QUALIFICATIONS

15.1 Mental Equivalent must assign only qualified, trained, courteous, competent, and reliable personnel to perform the Concession services. District has the right to require Mental Equivalent to remove from District premises any employee of Mental Equivalent.

15.2 Mental Equivalent has a continuing obligation to provide to District an up-to-date list of all employees assigned to perform the Concession services.

- 15.3 Mental Equivalent's employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be tolerated.
- 15.4 Mental Equivalent's employees shall at all times be neatly and cleanly uniformed at no expense to District. Mental Equivalent's employees must meet all sanitary standards prescribed for restaurant employees.
- 15.5 Mental Equivalent's employees must possess the ability to communicate with the public and staff. District's determination of effective communication is final.

SECTION 16. DISTRICT ACCESS TO PREMISES

- 16.1 District shall be permitted access to any and all areas of the Premises to perform repairs and maintenance and to perform regular building inspections on the Premises at all reasonable times.

SECTION 17. NONDISCRIMINATION

- 17.1 Mental Equivalent, with regard to the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of all employees, and in the provision of Concession services and sale of products.

SECTION 18. DAMAGE OR DESTRUCTION TO PREMISES

- 18.1 If all or a portion of the Premises are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy or other casualty, the same may be repaired by District at its sole option and its own cost and expense. Should the damage render the Premises or a portion thereof uninhabitable or unusable for Concession operations, then a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Premises are fully restored and certified by District as again ready for use.
- 18.1.2 If, after a reasonable time as solely determined by District, such damage or destruction of the Premises has not been repaired or reconstructed, Mental Equivalent or District may terminate this Agreement in its entirety as of the date of such damage or destruction.
- 18.1.3 Notwithstanding the foregoing, if the Premises, or a substantial portion thereof, are damaged or destroyed as a result of the negligent acts or omissions of Mental Equivalent, its agents, officers, or employees, District may, in its discretion, require Mental Equivalent to repair and reconstruct the Premises, or the District may perform such repairs and reconstruction. If the District does so, Mental Equivalent shall be responsible for reimbursing District for the costs and expenses incurred in making such repairs. Mental Equivalent shall continue paying District rent as determined above during the rebuilding of the facility.

SECTION 19. TERMINATION

- 19.1 Either party may terminate this Agreement, with or without cause, by 90 days written notice to the other party.

SECTION 20. CONSEQUENTIAL DAMAGES

20.1 District shall not be liable hereunder for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence), or strict liability including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers resulting from a party's performance or nonperformance of its obligations under this Agreement, or in the event of suspension or termination of this Agreement.

SECTION 21. RETURN TO SAME CONDITION

21.1 At the conclusion of the term of this Agreement or any extension of it, Mental Equivalent shall return the Premises to District in the same condition and state of repair as existed at the commencement of this Agreement, reasonable wear and tear excepted. Any expenses incurred by District in returning the Premises to that condition shall be paid by Mental Equivalent to District within thirty (30) days following District's request for payment.

SECTION 22. INCORPORATION OF PROPOSAL

22.1 Mental Equivalent shall substantially comply with the representations made in "Mental Equivalent" – Proposal to: Rancho Simi Recreation and Park District for the Simi Hills Golf Course Food and Beverage Concession Operation" ("Proposal") submitted to District on January 25, 2019, which Proposal is attached hereto as Exhibit C, and by this reference incorporated herein.

22.2 In the event of a conflict between the Proposal and this Agreement, the Agreement shall control.

SECTION 23. COMPLETE AGREEMENT

23.1 This written Agreement, including all exhibits specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

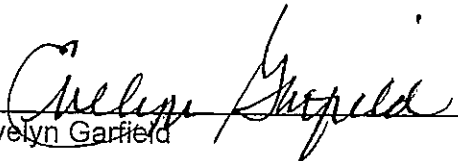
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein below written.

Date: 2-26-19 RANCHO SIMI RECREATION AND PARK DISTRICT

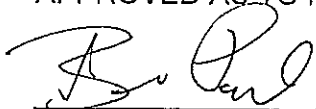
By: [Signature]
Dan Paranick, District Manager

[Signature] D.P.

Date: 2/27/19 Mental Equivalent, Inc.

By: 
Evelyn Garfield

APPROVED AS TO FORM:


Brian Pierik, Legal Council

Attachment A
Graphic Depiction of the Premises

Item #	Description	#	Purchase Year
1	Patio sets (fire pit, 2 large tables, 2 loveseats, 4 chairs)	2	2012
2	Patio sets (bistro table, 4 chairs)	2	2012
3	Patio sets (large table, 6 chairs)	2	2018
4	Dining room tables, 60" round.	1	2009
5	Dining room tables, 48" square	4	2009
6	Dining room tables, 36" square	5	2018
7	Dining room chairs	33	2009
8	Barstools / bistro tables	12 / 3	2018
9	Standard folding tables	8	2012
10	Framed golf pictures	10	2009
11	Flat-panel TV	2	2013
12	Wooden trash can containers	3	2009
13	Large, 3-panel menu board	1	2009
14	Snack cart	1	2004
15	Flat-top stove/oven	1	1992
16	Double-basket deep fryer	1	2002
17	Two-door sandwich station	1	2004
18	Single-tap beer keg cooler	1	2006
19	Microwave oven	1	2004
20	48" two-door reach-in refrigerator	1	2017
21	24" one-door reach-in refrigerator	2	2017
22	72" three-door reach-in freezer	1	2017
23	Stainless steel prep table	1	1992
24	Heavy-duty manual can opener	1	1992
25	Three-sink dishwashing station	1	1992
26	Medium, two-shelf rolling tray	1	2004
27	Three-shelf, beer storage rack	1	1992
28	Five-shelf, open storage racks	4	2004
29	Two-compartment, top-load, reach-in beer cooler	1	2013
30	Heavy-duty, 48", ice machine	1	2011
31	Commercial-grade, four-burner, stainless steel BBQ	1	2004
32	Cushman beverage cart	1	2015
33	Club Car beverage cart	1	2012

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 4, 2021

TO: Board of Directors

FROM: District Manager

SUBJECT: Adoption of Resolution No. 2015 Authorizing Submission of Per Capita Grant to Complete the Knolls Station Play Equipment and Parking Lot Replacement Project

BACKGROUND

As part of the Parks and Water Bond Act of 2018 (Proposition 68) that was passed by voters in June of 2018, \$185 million dollars was allocated to fund local park creation, rehabilitation and improvement through the Per Capita Grant Program. Per Capita grant funding was awarded to local governments on a per capita basis to rehabilitate existing infrastructure for recreational purposes. The District has been allocated a grant award in the amount of \$264,129 and is required to submit an application and authorizing resolution from our governing body in order to receive the funds. The grant application and resolution submission deadline is December 21, 2021.

DISCUSSION

After discussing potential projects with the Director of Planning and Maintenance, reviewing the current years budgeted capital improvement projects, and taking into consideration the mandatory project completion deadline of 12/31/2023, it was decided that the Knolls Station Play Equipment and Parking Lot Replacement Project was the appropriate project to select. This project has already gone through the Planning Department and is considered a “shovel ready” project that can be completed within the required timeline. It’s also noteworthy to mention that projects not serving a “severely disadvantaged community” require a 20% match from the District which can be generated from federal funds, local funds, private funds, volunteer labor, or in-house employee services. The District will utilize in-house employee services to fulfill the 20% match obligation.

RECOMMENDATION

Staff recommends that the Board approve Resolution No. 2015 allowing the District to receive \$264,129 in Per Capita grant funding to conduct the Knolls Station Play Equipment and Parking Lot Replacement Project.



Dan Paranick
District Manager

RESOLUTION NO. 2015

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SIMI RECREATION AND PARK DISTRICT APPROVING APPLICATION FOR PER CAPITA GRANT FUNDS

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE RANCHO SIMI RECREATION AND PARK DISTRICT HEREBY:

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

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

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE RANCHO SIMI RECREATION AND PARK DISTRICT, THIS 4th DAY OF NOVEMBER, 2021.

I, the undersigned, hereby certify that the foregoing Resolution No. 2015 was duly adopted by the Board of Directors by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

Chair of the Board of Directors
Rancho Simi Recreation and Park District

Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018

PER CAPITA PROGRAM

September 2020



State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(s) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

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

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

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

(G) Identifying possible staff liaisons to diverse populations.

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

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. _____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. _____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. _____



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Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name:		
Title:		

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the Per Capita match calculator at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for volunteer hourly wage value)

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
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Development project scope (Describe the project in 30 words or less):

Project Scope Items - all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title



State of California – The Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? Yes No Is completing CEQA a PROJECT SCOPE item? Yes No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- Notice of Exemption (attach recorded copy if filed)
- Notice of Determination (attach recorded copy if filed)
- Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

 AUTHORIZED REPRESENTATIVE Signature

 Date

 Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE's land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:	PROJECT Name									
<input checked="" type="checkbox"/>	Page	Required Item								
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr/>								
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Party</td> <td style="width: 40%;">Date Signed</td> </tr> <tr> <td><hr/></td> <td><hr/></td> </tr> <tr> <td><hr/></td> <td><hr/></td> </tr> <tr> <td><hr/></td> <td><hr/></td> </tr> </table>	Party	Date Signed	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Party	Date Signed									
<hr/>	<hr/>									
<hr/>	<hr/>									
<hr/>	<hr/>									
<input type="checkbox"/>		Term of the agreement: ____ years								
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018. 								
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.								
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will. 								
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period. 								

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a “before” comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the i-Tree site at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select "none."
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click [next](#)

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:
 Project Number:
 Project Name:
 Project Scope:
 Project Phase: Pre-Construction/Pre-Acquisition Acquisition and/or Construction

When will you submit your next payment request? For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

 AUTHORIZED REPRESENTATIVE Signature

 Date

 Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the grant expenditure form is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?

Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Bid documents (see page 33, number 9) • Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page Error! Bookmark not defined.) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
 3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEESERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE's wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE's established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Award by governing body (minutes of the meeting/resolution)
- Construction contract agreement
- Contract bonds (bid, performance, payment)
- Contract change orders
- Contractor's progress billings
- Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- Authorization/work order identifying project
- Daily time sheets signed by employee and supervisor
- Hourly rate (salary schedules/payroll register)
- Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- Authorization/work order
- Daily time records identifying the project site
- Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- Appraisal Report
 - Did the owner accompany the appraiser?
 - 10 year history
- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- GRANT deed (vested to the participant) or final order of condemnation
- Title insurance policy (issued to participant)
- Relocation documents
- Income (rental, grazing, sale of improvements, etc.)

INTEREST

- Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property
- Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum-- Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) "Department" means the Department of Parks and Recreation.

(n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.**80060.**

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
 - (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
 - (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE’s designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’S employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.