

**ADVISORY BOARD OF DIRECTORS  
AGENDA**

Regular Monthly Meeting  
Tuesday, January 12, 2021 at 6 pm



**Due to the State of California's shelter in place orders our Advisory Board of Directors Meeting will be held remotely via Zoom Meetings (The Zoom platform is ADA compliant).**

Due to the current closure of the district office, meeting materials may be obtained online at MORPD.com.

**The public may attend and make a public comment by visiting:**

<https://us02web.zoom.us/j/88046742307?pwd=eHNuZzd3a09pQjg5aVZGdTI2ZlBzUT09>

**You may also call in to 1-669-900-9128 (*long distance rates may apply*)**

**Meeting ID: 880 4674 2307, Passcode: 087853**

**At the beginning of the remote meeting the Board Clerk will ask if anyone wishes to comment on either a specific agenda item or an item not on the agenda but within the jurisdiction of the board. If you need assistance or have questions, please call Debra Tierney at 916-359-1601 prior to 4 pm.**

**Call to Order: 6 pm**

**Pledge of Allegiance:**

**Roll Call:**

**Chairperson's Comments:**

**Board Comments/Discussion:**

**Public Comment:** Members of the public may address the Board on District topics not listed on this agenda. It is a violation of state law for the Board to discuss or act on non-agenda items. Board members may only briefly ask clarifying questions or refer matters to staff. Speakers are limited to three (3) minutes.

**\*Denotes agenda items with attached information**

**Information:**

1. Mission Oaks Recreation and Park District (MORPD) Park Patrol Reports for December 2020 \*
2. Monthly Budget Report, October 1-31, Period 4 and November 1-30, 2020, Period 5 FY 2020-21 \*
3. Administrative Division Report
4. Recreation Division Report \*
5. Parks Division Report \*

**Consent:**

6. Approval of December 8, 2020 Regular Board Meeting Minutes \*

**Discussion:**

7. Discussion RE: Advisory Board Officers and Committee Position Assignments 2021 \*

Chairperson Jeff Rothberg  
Vice Chair Nghia Nguyen

Advisory Board Members

Member Michael Alcalay

Clerk Robert Evans  
Member Pati Todd

8. Discussion RE: Custodial Services Request for Proposal \*

**Action:**

9. Approve Contract Amendment for Custodial Services through May 31, 2021 \*
10. Award Contract for Audit Services \*
11. Adopt the proposed 2021 Meeting Schedule \*

**Staff Comments/Reports:**

**Next Regular Meeting:** Tuesday, February 9, 2021. As of the date of this notice, social distancing measures are in effect due to the COVID-19 pandemic. Parties interested in participating in the public hearing should visit the District's website at <https://www.morpd.com/advisory-board-meetings> for current information on how to provide public comment.

*Mission Oaks Recreation and Park District does not discriminate against persons with disabilities and offers an accessible facility. If you wish to attend this meeting and will require assistance to participate, please contact Debra Tierney at 916-359-1601 no later than 24 hours prior to the meeting.*

This agenda was posted and available for public review at the District Office, 3344 Mission Avenue, Carmichael, CA 95608; at Mission Oaks Community Center, 4701 Gibbons Dr., Carmichael, CA 95608; and at Swanston Community Center, 2350 Northrop Way, Sacramento, CA 95825 at least 72 hours in advance of the Regular Meeting, in accordance with the Ralph M. Brown Act. The agenda is also available online at MORPD.com. Signed January 8, 2021, Debra Tierney, Clerk of the Board.

## STAFF REPORT



DATE: January 8, 2021  
 TO: MORPD Advisory Board of Directors  
 FROM: J.R. Hichborn, Parks Superintendent  
 SUBJECT: Park Patrol Reports for December 2020

### Fulton El Camino Park Police Patrol Logs



#### **Ashton Park**

No issues in December

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#### **Cowan Park**

No issues in December

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#### **Eastern Oak Park**

##### **Parking Citations Issued**

- 1) Date/Time: 2020-12-13 15:50  
V1: 4000(a) CVC No current registration
  - 2) Date/Time: 2020-12-27 16:14  
V1: 4000(a) CVC No current registration
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#### **Gibbons Park**

##### **Parking Citations Issued**

- 1) Date/Time: 2020-12-27 16:28  
V1: 5200(a) CVC Display of two license plates required
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#### **Hazelwood Greens**

No issues in December

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## **Maddox Park**

### **Parking Citations Issued**

1) Date/Time: 2020-12-21 16:09

V1: 5200(a) CVC Display of two license plates required

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## **Mission North Park**

### **Notice to Appear Issued**

1) Date/Time: 2020-12-12 19:45

Violation 1: 22450 CVC Stop sign violation, Severity: Inf

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### **Parking Citations Issued**

1) Date/Time: 2020-12-21 16:24

V1: 4000(a) CVC No current registration

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## **Oak Meadow Park**

No issues in December

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## **Off Property**

No issues in December

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## **Orville Wright Park**

No issues in December

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## **Shelfield Park**

No issues in December

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## **Sierra Oaks**

No issues in December

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## **Swanston Park**

### **Notice To Appear Issued**

1) Date/Time: 2020-12-21 14:42

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

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### **Parking Citations Issued**

1) Date/Time: 2020-12-27 15:36

V1: 4000(a) CVC No current registration

2) Date/Time: 2020-12-27 15:42

V1: 4000(a) CVC No current registration

3) Date/Time: 2020-12-27 15:44

V1: 4000(a) CVC No current registration

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## **Valley Oak Park**

No issues in December

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## **Windemere Park**

No issues in December

<b>General Fund 336A</b>				
<b>Description - Expenditures</b>	<b>Budget</b>	<b>Actual</b>	<b>Remainder</b>	<b>% Consumed</b>
Salaries and Employee Benefits	\$ 2,431,007.00	\$ 810,779.94	\$ 1,620,227.06	33.35%
Services and Supplies	\$ 1,179,560.00	\$ 358,712.33	\$ 820,847.67	30.41%
Interfund Chrg/Capital/Contingency	\$ 577,000.00	\$ 60,465.63	\$ 516,534.37	10.48%
<b>Total</b>	<b>\$ 4,187,567.00</b>	<b>\$ 1,229,957.90</b>	<b>\$ 2,957,609.10</b>	<b>29.37%</b>
<b>Description - Revenue</b>				
<b>Description - Revenue</b>	<b>Budget</b>	<b>Actual</b>	<b>Remainder</b>	<b>% Received</b>
Property Taxes	\$ 2,917,303.00	\$ -	\$ (2,917,303)	0.00%
Charges for Services	\$ 682,290.00	\$ 74,372.49	\$ (607,917.51)	10.90%
Grants/Donations/Misc.	\$ 40,000.00	\$ 5,041.33	\$ (34,958.67)	12.60%
<b>Total</b>	<b>\$ 3,639,593.00</b>	<b>\$ 79,413.82</b>	<b>\$ (3,560,179)</b>	<b>2.18%</b>
<b>Assessment Fund 336B</b>				
<b>Description - Expenditures</b>	<b>Budget</b>	<b>Actual</b>	<b>Remainder</b>	<b>% Consumed</b>
Services and Supplies	\$ 365,000.00	\$ 122,534.99	\$ 242,465.01	33.57%
Interfund Chrg/Capital/Contingency	\$ 777,627.00	\$ 164,636.49	\$ 612,990.51	21.17%
<b>Total</b>	<b>\$ 1,142,627.00</b>	<b>\$ 287,171.48</b>	<b>\$ 855,455.52</b>	<b>25.13%</b>
<b>Description - Revenue</b>				
<b>Description - Revenue</b>	<b>Budget</b>	<b>Actual</b>	<b>Unrealized</b>	<b>% Received</b>
Assessment Fees	\$ 1,027,346.00	\$ -	\$ (1,027,346.0)	0.00%
Interest, Misc, and Grants	\$ -	\$ 198.80	\$ 198.80	0.00%
<b>Total</b>	<b>\$ 1,027,346.00</b>	<b>\$ 198.80</b>	<b>\$ (1,027,147.2)</b>	<b>0.02%</b>

Commitment Item	Budget	Actual	Pending	Available	%Consumed
10111000 REGULAR EMPLOYEE	1,253,384.00	378,786.94		874,597.06	30.22
10112100 EXTRA HELP	371,570.00	139,434.59		232,135.41	37.53
10112400 COMMITTEE MEMBER	6,000.00	700.00		5,300.00	11.67
10113200 TIME/ONE HALF OT		128.22		-128.22	
10114300 ALLOWANCES	6,000.00	2,000.00		4,000.00	33.33
10115200 TERMINAL PAY	15,000.00	15,519.84		-519.84	103.47
10121000 RETIREMENT	409,750.00	127,279.43		282,470.57	31.06
10122000 OASDHI	23,039.00	7,340.76		15,698.24	31.86
10123000 GROUP INS	239,334.00	68,707.26		170,626.74	28.71
10123002 DENTAL PLAN ER	31,284.00	7,939.50		23,344.50	25.38
10123003 LIFE INS - ER CO	371.00	105.00		266.00	28.30
10123004 VISION INS - ER	75,275.00	132.88		75,142.12	0.18
10124000 WORK COMP - ACP		59,437.00		-59,437.00	
10125000 SUI - ACP		3,268.52		-3,268.52	
<b>* 10 - SALARIES AND EMPLOYEE</b>	<b>2,431,007.00</b>	<b>810,779.94</b>		<b>1,620,227.06</b>	<b>33.35</b>
20200500 ADVERTISING	3,600.00	789.64		2,810.36	21.93
20201500 BLUE PRINT SVC					
20202100 BOOKS/PER SVC	200.00	15.99		184.01	8.00
20202900 BUS/CONFERENCE E	5,000.00			5,000.00	
20203500 ED/TRAINING SVC	2,000.00	165.00		1,835.00	8.25
20203600 ED/TRAINING SUP	500.00			500.00	
20203900 EMP TRANSPORTATI	3,725.00	294.78		3,430.22	7.91
20205100 INS LIABILITY	112,000.00	112,355.00		-355.00	100.32
20206100 MEMBERSHIP DUES	7,910.00	2,768.22		5,141.78	35.00
20206500 MICROFILM SVC	100.00	79.84		20.16	79.84
20206600 MICROFILM SUP	100.00			100.00	
20207600 OFFICE SUPPLIES	5,000.00	705.42		4,294.58	14.11
20208100 POSTAL SVC	11,500.00	170.60		11,329.40	1.48
20208101 METERED MAIL		417.00		-417.00	
20208500 PRINTING SVC	9,000.00	1,083.97		7,916.03	12.04
20210300 AGRI/HORT SVC		742.00		-742.00	
20211100 BLDG MAINT SVC	13,000.00	604.00		12,396.00	4.65
20211200 BLDG MAINT SUP/M	8,400.00	2,867.06		5,532.94	34.13
20212200 CHEMICAL SUPPLIE	625.00	25.26		599.74	4.04
20213100 ELECT MAINT SVC	2,000.00			2,000.00	
20213200 ELECT MAINT SUP	2,500.00			2,500.00	

Commitment Item	Budget	Actual	Pending	Available	%Consumed
20214100 LAND IMP MAINT S	19,250.00	9,199.00		10,051.00	47.79
20214200 LAND IMP MAINT S	27,000.00	1,836.23		25,163.77	6.80
20215100 MECH SYS MAINT S	15,400.00	4,450.49		10,949.51	28.90
20215200 MECH SYS MAINT S	2,100.00	1,203.13		896.87	57.29
20216100 PAINTING SVC	1,000.00			1,000.00	
20216200 PAINTING SUP	2,500.00	309.61		2,190.39	12.38
20216700 PLUMBING MAINT S	6,500.00	3,953.83		2,546.17	60.83
20216800 PLUMBING MAINT S	10,700.00	4,907.38		5,792.62	45.86
20219100 ELECTRICITY	78,750.00	27,307.93		51,442.07	34.68
20219200 NAT GAS/LPG/FUEL	7,000.00	304.09		6,695.91	4.34
20219300 REF COLL/DISP SV	20,000.00	9,642.23		10,357.77	48.21
20219301 Street Sweeping-					
20219500 SEWAGE DISP SVC	9,000.00	362.04		8,637.96	4.02
20219700 TELEPHONE SVC	23,000.00	7,614.26		15,385.74	33.11
20219800 WATER		2,859.68		-2,859.68	
20220500 AUTO MAINT SVC	7,000.00	4,263.66		2,736.34	60.91
20220600 AUTO MAINT SUP	2,100.00			2,100.00	
20222600 EXPEND TOOLS	3,000.00	1,267.60		1,732.40	42.25
20222700 CELLPHONE/PAGER	7,000.00	2,537.40		4,462.60	36.25
20223600 FUEL/LUBRICANTS	17,000.00	6,504.54		10,495.46	38.26
20226200 OFFICE EQ MAINT	3,800.00	570.53		3,229.47	15.01
20226500 INVENTORIAL EQ	25,000.00	10,650.03		14,349.97	42.60
20227100 RADIO/ELECT MAIN					
20227200 RADIO/ELECT MAIN					
20227500 RENT/LEASE EQ	19,800.00	4,609.35		15,190.65	23.28
20228100 SHOP EQ MAINT SV	500.00			500.00	
20229100 OTHER EQ MAINT S	250.00			250.00	
20229200 OTHER EQ MAINT S	500.00	340.72		159.28	68.14
20231300 UNIFORM ALLOW	9,800.00	5,223.69		4,576.31	53.30
20231400 CLOTH/PERSONAL S	6,500.00	496.99		6,003.01	7.65
20232100 CUSTODIAL SVC	77,000.00	18,700.00		58,300.00	24.29
20232200 CUSTODIAL SUP	17,600.00	6,673.63		10,926.37	37.92
20233100 FOOD/CATERING SV		26.50		-26.50	
20233200 FOOD/CATERING SU	9,000.00	975.34		8,024.66	10.84
20234200 KITCHEN SUP	1,100.00	103.87		996.13	9.44
20244400 MEDICAL SUP	800.00	3,106.34		-2,306.34	388.29

Commitment Item	Budget	Actual	Pending	Available	%Consumed
20250500 ACCOUNTING SVC	2,700.00			1,237.39	54.17
20250700 ASSESSMENT COLL	50,575.00			50,575.00	
20254100 PERSONNEL SVC	3,000.00	1,318.00		1,682.00	43.93
20254400 SAFETY PROGRAM S	5,500.00			5,500.00	
20257100 SECURITY SVC	115,200.00	37,194.50		78,005.50	32.29
20257101 EXT CO PRO INVES					
20259100 OTHER PROF SVC	27,000.00	7,711.80		19,288.20	28.56
20281100 DATA PROCESSING	56,500.00	6,709.31		49,790.69	11.87
20281101 DTECH FEE		1,518.19		-1,518.19	
20281200 DATA PROCESSING	15,000.00	150.00		14,850.00	1.00
20281202 SOFTWARE		8,613.10		-8,613.10	
20281304 SALES TAX ADJ-BO	1,000.00			1,000.00	
20283100 JUROR FEES/MILEA					
20283101 FEES		1,148.31		-1,148.31	
20285100 RECREATIONAL SVC	188,000.00	11,446.84		176,553.16	6.09
20285200 RECREATIONAL SUP	14,000.00	4,971.41		9,028.59	35.51
20285300 RECREATIONAL SUP	70,000.00	2,177.26		67,822.74	3.11
20287800 CREDIT CARD FEES	5,000.00			5,000.00	
20289800 OTHER OP EXP SUP	1,250.00	68.51		1,181.49	5.48
20289900 OTHER OP EXP SVC	3,950.00	745.27		3,204.73	18.87
20291100 DTECH LABOR - AC		11,855.96		-11,855.96	
20291500 COMPASS COSTS	3,775.00			3,775.00	
<b>* 20 - SERVICES AND SUPPLIES</b>	<b>1,179,560.00</b>	<b>358,712.33</b>		<b>819,385.06</b>	<b>30.53</b>
30345000 TAX/LIC/ASSESS	2,000.00	86.40		1,913.60	4.32
<b>* 30 - OTHER CHARGES</b>	<b>2,000.00</b>	<b>86.40</b>		<b>1,913.60</b>	<b>4.32</b>
42420100 BUILDINGS					
42420200 STRUCTURES	425,000.00	60,379.23		364,620.77	14.21
<b>* 42 - Buildings</b>	<b>425,000.00</b>	<b>60,379.23</b>		<b>364,620.77</b>	<b>14.21</b>
79790100 CONTINGENCY APPR	150,000.00			150,000.00	
<b>* 79 - Appropriation for Con</b>	<b>150,000.00</b>			<b>150,000.00</b>	
<b>** Expenditure accounts</b>	<b>4,187,567.00</b>	<b>1,229,957.90</b>		<b>2,956,146.49</b>	<b>29.41</b>
91910100 PROP TAX CUR SEC	-2,673,853.00	-0.05		-2,673,852.95	
91910200 PROP TAX CUR UNS	-94,000.00	0.28		-94,000.28	-0.00
91910300 PROP TAX CUR SUP	-66,000.00			-66,000.00	
91910400 PROP TAX SEC DEL	-20,000.00			-20,000.00	
91910500 PROP TAX SUP DEL	-3,500.00			-3,500.00	



Commitment Item	Budget	Actual	Pending	Available	%Consumed
91910600 PROP TAX UNITARY	-58,000.00			-58,000.00	
91912000 PROP TAX REDEMP	-100.00			-100.00	
91913000 PROP TAX PR UNSE	-1,500.00			-1,500.00	
91914000 PROP TAX PENALTI	-350.00			-350.00	
<b>* 91 - TAXES</b>	<b>-2,917,303.00</b>	<b>0.23</b>		<b>-2,917,303.23</b>	
94941000 INTEREST INCOME	-35,000.00	-572.00		-34,428.00	1.63
94942900 BLDG RENTAL OTHE	-27,500.00	1,275.00		-28,775.00	-4.64
94944800 RECREATIONAL CON					
<b>* 94 - REVENUE FROM USE OF M</b>	<b>-62,500.00</b>	<b>703.00</b>		<b>-63,203.00</b>	<b>-1.12</b>
95952200 HOME PROP TAX RE	-26,500.00			-26,500.00	
95953200 AID CO FUNDS	-30,000.00			-30,000.00	
95956900 STATE AID OTHER	-86,850.00	-870.00		-85,980.00	1.00
<b>* 95 - INTERGOVERNMENTAL REV</b>	<b>-143,350.00</b>	<b>-870.00</b>		<b>-142,480.00</b>	<b>0.61</b>
96961406 GC 26828 WRT OF					
96964600 RECREATION SVC C	-446,440.00	-71,449.49		-374,990.51	16.00
96969000 LEASE PROP USE C		-3,090.00		3,090.00	
96969900 SVC FEES OTHER	-30,000.00			-30,000.00	
<b>* 96 - CHARGES FOR SERVICES</b>	<b>-476,440.00</b>	<b>-74,539.49</b>		<b>-401,900.51</b>	<b>15.65</b>
97973000 DONATIONS/CONTRI	-10,000.00			-10,000.00	
97974000 INSURANCE PROCEE	-10,000.00	-1,271.92		-8,728.08	12.72
97979000 MISC OTHER	-20,000.00	-3,769.41		-16,230.59	18.85
<b>* 97 - MISCELLANEOUS REVENUE</b>	<b>-40,000.00</b>	<b>-5,041.33</b>		<b>-34,958.67</b>	<b>12.60</b>
<b>** REVENUE ACCOUNTS</b>	<b>-3,639,593.00</b>	<b>-79,747.59</b>		<b>-3,559,845.41</b>	<b>2.19</b>
<b>*** Total</b>	<b>547,974.00</b>	<b>1,150,210.31</b>		<b>-603,698.92</b>	<b>210.17</b>

Commitment Item	Budget	Actual	Pending	Available	%Consumed
20203100 BUSINESS TRAVEL					
20210300 AGRI/HORT SVC	235,000.00	71,608.92		163,391.08	30.47
20210400 AGRI/HORT SUP	5,000.00			5,000.00	
20219800 WATER	125,000.00	45,848.04		79,151.96	36.68
20283219 FARSI		4,950.95		-4,950.95	
20291900 GS CONTRACT SERV		127.08		-317.70	
* 20 - SERVICES AND SUPPLIES	365,000.00	122,534.99		242,274.39	33.62
42420100 BUILDINGS					
42420200 STRUCTURES	702,627.00	164,636.49		537,990.51	23.43
* 42 - Buildings	702,627.00	164,636.49		537,990.51	23.43
43430100 EQUIPMENT-GOVT	75,000.00			75,000.00	
* 43 - Equipment	75,000.00			75,000.00	
** Expenditure accounts	1,142,627.00	287,171.48		855,264.90	25.15
94941000 INTEREST INCOME		-106.00		106.00	
* 94 - REVENUE FROM USE OF M		-106.00		106.00	
95953200 AID CO FUNDS					
95956900 STATE AID OTHER					
* 95 - INTERGOVERNMENTAL REV					
96969000 LEASE PROP USE C		-1,030.00		1,030.00	
96969900 SVC FEES OTHER		-2,060.00		2,060.00	
* 96 - CHARGES FOR SERVICES		-3,090.00		3,090.00	
97976200 ASSESSMENT FEES	-1,027,346.00			-1,027,346.00	
97979000 MISC OTHER		-198.80		198.80	
* 97 - MISCELLANEOUS REVENUE	-1,027,346.00	-198.80		-1,027,147.20	0.02
** REVENUE ACCOUNTS	-1,027,346.00	-3,394.80		-1,023,951.20	0.33
*** Total	115,281.00	283,776.68		-168,686.30	246.33

<b>General Fund 336A</b>				
<b>Description - Expenditures</b>	<b>Budget</b>	<b>Actual</b>	<b>Remainder</b>	<b>% Consumed</b>
Salaries and Employee Benefits	\$ 2,431,007.00	\$ 943,539.80	\$ 1,487,467.20	38.81%
Services and Supplies	\$ 1,179,560.00	\$ 420,885.13	\$ 758,674.87	35.68%
Interfund Chrg/Capital/Contingency	\$ 577,000.00	\$ 71,563.79	\$ 505,436.21	12.40%
<b>Total</b>	<b>\$ 4,187,567.00</b>	<b>\$ 1,435,988.72</b>	<b>\$ 2,751,578.28</b>	<b>34.29%</b>
<b>Description - Revenue</b>				
<b>Description - Revenue</b>	<b>Budget</b>	<b>Actual</b>	<b>Remainder</b>	<b>% Received</b>
Property Taxes	\$ 2,917,303.00	\$ -	\$ (2,917,303)	0.00%
Charges for Services	\$ 682,290.00	\$ 84,320.37	\$ (597,969.63)	12.36%
Grants/Donations/Misc.	\$ 40,000.00	\$ 10,856.23	\$ (29,143.77)	27.14%
<b>Total</b>	<b>\$ 3,639,593.00</b>	<b>\$ 95,176.60</b>	<b>\$ (3,544,416)</b>	<b>2.62%</b>
<b>Assessment Fund 336B</b>				
<b>Description - Expenditures</b>	<b>Budget</b>	<b>Actual</b>	<b>Remainder</b>	<b>% Consumed</b>
Services and Supplies	\$ 365,000.00	\$ 170,080.74	\$ 194,919.26	46.60%
Interfund Chrg/Capital/Contingency	\$ 777,627.00	\$ 326,135.05	\$ 451,491.95	41.94%
<b>Total</b>	<b>\$ 1,142,627.00</b>	<b>\$ 496,215.79</b>	<b>\$ 646,411.21</b>	<b>43.43%</b>
<b>Description - Revenue</b>				
<b>Description - Revenue</b>	<b>Budget</b>	<b>Actual</b>	<b>Unrealized</b>	<b>% Received</b>
Assessment Fees	\$ 1,027,346.00	\$ 3,394.80	\$ (1,023,951.2)	0.33%
Interest, Misc, and Grants	\$ -	\$ -	\$ -	0.00%
<b>Total</b>	<b>\$ 1,027,346.00</b>	<b>\$ 3,394.80</b>	<b>\$ (1,023,951.2)</b>	<b>0.33%</b>

Commitment Item	Budget	Actual	Pending	Available	%Consumed
10111000 REGULAR EMPLOYEE	1,253,384.00	452,224.70		801,159.30	36.08
10112100 EXTRA HELP	371,570.00	152,557.09		219,012.91	41.06
10112400 COMMITTEE MEMBER	6,000.00	800.00		5,200.00	13.33
10113200 TIME/ONE HALF OT		128.22		-128.22	
10114300 ALLOWANCES	6,000.00	2,500.00		3,500.00	41.67
10115200 TERMINAL PAY	15,000.00	16,599.80		-1,599.80	110.67
10121000 RETIREMENT	409,750.00	152,517.42		257,232.58	37.22
10122000 OASDHI	23,039.00	8,571.00		14,468.00	37.20
10123000 GROUP INS	239,334.00	84,699.52		154,634.48	35.39
10123002 DENTAL PLAN ER	31,284.00	9,835.50		21,448.50	31.44
10123003 LIFE INS - ER CO	371.00	130.20		240.80	35.09
10123004 VISION INS - ER	75,275.00	166.10		75,108.90	0.22
10124000 WORK COMP - ACP		59,437.00		-59,437.00	
10125000 SUI - ACP		3,373.25		-3,373.25	
<b>* 10 - SALARIES AND EMPLOYEE</b>	<b>2,431,007.00</b>	<b>943,539.80</b>		<b>1,487,467.20</b>	<b>38.81</b>
20200500 ADVERTISING	3,600.00	984.64		2,615.36	27.35
20201500 BLUE PRINT SVC					
20202100 BOOKS/PER SVC	200.00	15.99		184.01	8.00
20202900 BUS/CONFERENCE E	5,000.00			5,000.00	
20203500 ED/TRAINING SVC	2,000.00	596.00		1,404.00	29.80
20203600 ED/TRAINING SUP	500.00			500.00	
20203900 EMP TRANSPORTATI	3,725.00	406.92		3,318.08	10.92
20205100 INS LIABILITY	112,000.00	112,355.00		-355.00	100.32
20206100 MEMBERSHIP DUES	7,910.00	3,269.23		4,640.77	41.33
20206500 MICROFILM SVC	100.00	79.84		20.16	79.84
20206600 MICROFILM SUP	100.00			100.00	
20207600 OFFICE SUPPLIES	5,000.00	964.37		4,035.63	19.29
20208100 POSTAL SVC	11,500.00	170.60		11,329.40	1.48
20208101 METERED MAIL		834.00		-834.00	
20208500 PRINTING SVC	9,000.00	1,549.44		7,450.56	17.22
20210300 AGRI/HORT SVC		742.00		-742.00	
20211100 BLDG MAINT SVC	13,000.00	-235.68		13,235.68	-1.81
20211200 BLDG MAINT SUP/M	8,400.00	4,001.40		4,398.60	47.64
20212200 CHEMICAL SUPPLIE	625.00	46.80		578.20	7.49
20213100 ELECT MAINT SVC	2,000.00			2,000.00	
20213200 ELECT MAINT SUP	2,500.00	29.03		2,470.97	1.16

Commitment Item	Budget	Actual	Pending	Available	%Consumed
20214100 LAND IMP MAINT S	19,250.00	9,199.00		10,051.00	47.79
20214200 LAND IMP MAINT S	27,000.00	4,183.54		22,816.46	15.49
20215100 MECH SYS MAINT S	15,400.00	1,664.66		13,735.34	10.81
20215200 MECH SYS MAINT S	2,100.00	1,235.41		864.59	58.83
20216100 PAINTING SVC	1,000.00			1,000.00	
20216200 PAINTING SUP	2,500.00	428.28		2,071.72	17.13
20216700 PLUMBING MAINT S	6,500.00	3,953.83		2,546.17	60.83
20216800 PLUMBING MAINT S	10,700.00	4,976.98		5,723.02	46.51
20219100 ELECTRICITY	78,750.00	32,464.34		46,285.66	41.22
20219200 NAT GAS/LPG/FUEL	7,000.00	665.81		6,334.19	9.51
20219300 REF COLL/DISP SV	20,000.00	12,447.39		7,552.61	62.24
20219301 Street Sweeping-		390.26		-390.26	
20219500 SEWAGE DISP SVC	9,000.00	3,773.65		5,226.35	41.93
20219700 TELEPHONE SVC	23,000.00	11,180.81		11,819.19	48.61
20219800 WATER		4,203.80		-4,203.80	
20220500 AUTO MAINT SVC	7,000.00	6,065.80		934.20	86.65
20220600 AUTO MAINT SUP	2,100.00	969.10		1,130.90	46.15
20222600 EXPEND TOOLS	3,000.00	1,267.60		1,732.40	42.25
20222700 CELLPHONE/PAGER	7,000.00	4,104.44		2,895.56	58.63
20223600 FUEL/LUBRICANTS	17,000.00	8,003.15		8,996.85	47.08
20226200 OFFICE EQ MAINT	3,800.00	570.53		3,229.47	15.01
20226500 INVENTORIAL EQ	25,000.00	10,650.03		14,349.97	42.60
20227100 RADIO/ELECT MAIN					
20227200 RADIO/ELECT MAIN					
20227500 RENT/LEASE EQ	19,800.00	4,780.08		15,019.92	24.14
20228100 SHOP EQ MAINT SV	500.00			500.00	
20229100 OTHER EQ MAINT S	250.00	481.70		-231.70	192.68
20229200 OTHER EQ MAINT S	500.00	368.70		131.30	73.74
20231300 UNIFORM ALLOW	9,800.00	6,402.23		3,397.77	65.33
20231400 CLOTH/PERSONAL S	6,500.00	496.99		6,003.01	7.65
20232100 CUSTODIAL SVC	77,000.00	18,700.00		58,300.00	24.29
20232200 CUSTODIAL SUP	17,600.00	8,880.68		8,719.32	50.46
20233100 FOOD/CATERING SV		26.50		-26.50	
20233200 FOOD/CATERING SU	9,000.00	975.34		8,024.66	10.84
20234200 KITCHEN SUP	1,100.00	103.87		996.13	9.44
20244400 MEDICAL SUP	800.00	3,996.89		-3,196.89	499.61

Commitment Item	Budget	Actual	Pending	Available	%Consumed
20250500 ACCOUNTING SVC	2,700.00			1,237.39	54.17
20250700 ASSESSMENT COLL	50,575.00			50,575.00	
20254100 PERSONNEL SVC	3,000.00	1,318.00		1,682.00	43.93
20254400 SAFETY PROGRAM S	5,500.00			5,500.00	
20257100 SECURITY SVC	115,200.00	46,860.74		68,339.26	40.68
20257101 EXT CO PRO INVES		4,745.00		-4,745.00	
20259100 OTHER PROF SVC	27,000.00	7,711.80		19,288.20	28.56
20281100 DATA PROCESSING	56,500.00	8,431.47		48,068.53	14.92
20281101 DTECH FEE		1,518.19		-1,518.19	
20281200 DATA PROCESSING	15,000.00	150.00		14,850.00	1.00
20281202 SOFTWARE		8,613.10		-8,613.10	
20281304 SALES TAX ADJ-BO	1,000.00			1,000.00	
20283100 JUROR FEES/MILEA		14.99		-14.99	
20283101 FEES		1,755.24		-1,755.24	
20285100 RECREATIONAL SVC	188,000.00	20,103.09		167,896.91	10.69
20285200 RECREATIONAL SUP	14,000.00	5,309.38		8,690.62	37.92
20285300 RECREATIONAL SUP	70,000.00	2,266.93		67,733.07	3.24
20287800 CREDIT CARD FEES	5,000.00			5,000.00	
20289800 OTHER OP EXP SUP	1,250.00	68.51		1,181.49	5.48
20289900 OTHER OP EXP SVC	3,950.00	985.70		2,964.30	24.95
20291100 DTECH LABOR - AC		17,612.02		-17,612.02	
20291500 COMPASS COSTS	3,775.00			3,775.00	
<b>* 20 - SERVICES AND SUPPLIES</b>	<b>1,179,560.00</b>	<b>420,885.13</b>		<b>757,212.26</b>	<b>35.81</b>
30345000 TAX/LIC/ASSESS	2,000.00	86.40		1,913.60	4.32
<b>* 30 - OTHER CHARGES</b>	<b>2,000.00</b>	<b>86.40</b>		<b>1,913.60</b>	<b>4.32</b>
42420100 BUILDINGS					
42420200 STRUCTURES	425,000.00	71,477.39		353,522.61	16.82
<b>* 42 - Buildings</b>	<b>425,000.00</b>	<b>71,477.39</b>		<b>353,522.61</b>	<b>16.82</b>
79790100 CONTINGENCY APPR	150,000.00			150,000.00	
<b>* 79 - Appropriation for Con</b>	<b>150,000.00</b>			<b>150,000.00</b>	
<b>** Expenditure accounts</b>	<b>4,187,567.00</b>	<b>1,435,988.72</b>		<b>2,750,115.67</b>	<b>34.33</b>
91910100 PROP TAX CUR SEC	-2,673,853.00	-0.05		-2,673,852.95	
91910200 PROP TAX CUR UNS	-94,000.00	0.28		-94,000.28	-0.00
91910300 PROP TAX CUR SUP	-66,000.00			-66,000.00	
91910400 PROP TAX SEC DEL	-20,000.00			-20,000.00	
91910500 PROP TAX SUP DEL	-3,500.00			-3,500.00	

Commitment Item	Budget	Actual	Pending	Available	%Consumed
91910600 PROP TAX UNITARY	-58,000.00			-58,000.00	
91912000 PROP TAX REDEMPT	-100.00			-100.00	
91913000 PROP TAX PR UNSE	-1,500.00			-1,500.00	
91914000 PROP TAX PENALTI	-350.00			-350.00	
<b>* 91 - TAXES</b>	<b>-2,917,303.00</b>	<b>0.23</b>		<b>-2,917,303.23</b>	
94941000 INTEREST INCOME	-35,000.00	-572.00		-34,428.00	1.63
94942900 BLDG RENTAL OTHE	-27,500.00	1,115.00		-28,615.00	-4.05
94944800 RECREATIONAL CON					
<b>* 94 - REVENUE FROM USE OF M</b>	<b>-62,500.00</b>	<b>543.00</b>		<b>-63,043.00</b>	<b>-0.87</b>
95952200 HOME PROP TAX RE	-26,500.00			-26,500.00	
95953200 AID CO FUNDS	-30,000.00			-30,000.00	
95956900 STATE AID OTHER	-86,850.00	-974.59		-85,875.41	1.12
<b>* 95 - INTERGOVERNMENTAL REV</b>	<b>-143,350.00</b>	<b>-974.59</b>		<b>-142,375.41</b>	<b>0.68</b>
96961406 GC 26828 WRT OF		27.50		-27.50	
96964600 RECREATION SVC C	-446,440.00	-78,735.48		-367,704.52	17.64
96969000 LEASE PROP USE C		-5,180.90		5,180.90	
96969900 SVC FEES OTHER	-30,000.00			-30,000.00	
<b>* 96 - CHARGES FOR SERVICES</b>	<b>-476,440.00</b>	<b>-83,888.88</b>		<b>-392,551.12</b>	<b>17.61</b>
97973000 DONATIONS/CONTRI	-10,000.00	-150.00		-9,850.00	1.50
97974000 INSURANCE PROCEE	-10,000.00	-6,446.92		-3,553.08	64.47
97979000 MISC OTHER	-20,000.00	-4,259.31		-15,740.69	21.30
<b>* 97 - MISCELLANEOUS REVENUE</b>	<b>-40,000.00</b>	<b>-10,856.23</b>		<b>-29,143.77</b>	<b>27.14</b>
<b>** REVENUE ACCOUNTS</b>	<b>-3,639,593.00</b>	<b>-95,176.47</b>		<b>-3,544,416.53</b>	<b>2.62</b>
<b>*** Total</b>	<b>547,974.00</b>	<b>1,340,812.25</b>		<b>-794,300.86</b>	<b>244.95</b>

Commitment Item	Budget	Actual	Pending	Available	%Consumed
20203100 BUSINESS TRAVEL					
20210300 AGRI/HORT SVC	235,000.00	87,554.92		147,445.08	37.26
20210400 AGRI/HORT SUP	5,000.00			5,000.00	
20219800 WATER	125,000.00	77,416.02		47,583.98	61.93
20283219 FARSI		4,950.95		-4,950.95	
20291900 GS CONTRACT SERV		158.85		-349.47	
* 20 - SERVICES AND SUPPLIES	365,000.00	170,080.74		194,728.64	46.65
42420100 BUILDINGS					
42420200 STRUCTURES	702,627.00	326,135.05		376,491.95	46.42
* 42 - Buildings	702,627.00	326,135.05		376,491.95	46.42
43430100 EQUIPMENT-GOV'T	75,000.00			75,000.00	
* 43 - Equipment	75,000.00			75,000.00	
** Expenditure accounts	1,142,627.00	496,215.79		646,220.59	43.44
94941000 INTEREST INCOME		-106.00		106.00	
* 94 - REVENUE FROM USE OF M		-106.00		106.00	
95953200 AID CO FUNDS					
95956900 STATE AID OTHER					
* 95 - INTERGOVERNMENTAL REV					
96969000 LEASE PROP USE C		-1,030.00		1,030.00	
96969900 SVC FEES OTHER		-2,060.00		2,060.00	
* 96 - CHARGES FOR SERVICES		-3,090.00		3,090.00	
97976200 ASSESSMENT FEES	-1,027,346.00			-1,027,346.00	
97979000 MISC OTHER		-198.80		198.80	
* 97 - MISCELLANEOUS REVENUE	-1,027,346.00	-198.80		-1,027,147.20	0.02
** REVENUE ACCOUNTS	-1,027,346.00	-3,394.80		-1,023,951.20	0.33
*** Total	115,281.00	492,820.99		-377,730.61	427.66



## STAFF REPORT



DATE: January 8, 2021  
 TO: MORPD Advisory Board of Directors  
 FROM: Rodney Dahlberg, Recreation Supervisor  
 SUBJECT: Recreation Division Report

### **Past Special activities:**

\*Zoom Santa. Santa was available via zoom for children to have a one on one with Santa; 24 participants registered and spent 5 minutes with Santa.

\*Winter camp ran during the break and had full capacity (under current restrictions).

\*Blood drive held at MOCC on December 22<sup>nd</sup> and attracted 60 donors. Sponsors requested repeating the event on March 4<sup>th</sup> if available.

### **Current Live Activities:**

\*Afterschool Adventures (ASA) heads into Session 2 (Winter-Spring) and have added a second location at MOCC in place of the CARE program which ended December 18<sup>th</sup>. SCC site has been running at full capacity and provides activities including STEM, sports, arts and crafts, homework assistance and more. The MOCC site has not had any registration but the program will remain available until schools or the MOCC open back up.

\*Jazzercise is operating outside at Swanston Park.

### **Current Virtual Classes:**

\*Chair Yoga \*Circuit training \*Floor core & more \*Fun fit for all \*Digital Photo Organizing \*iPhone \*Tap beginning & intermediate \*Writing your Memoirs beginning & Continuing \*Yoga \*Zumba

Note\* Fun fit for all is our largest Zoom class with 48 students registered.

### **Current Virtual Pre-School:**

\*Kare Bears morning, Kare Bares Afternoon (new session), Teddy Bears. Kare Bears is for children 4 years of age and Teddy Bears is for 3-year olds. Kare Bear classes have 24 participants and Teddy Bears has 8. Virtual program will continue until in-class programs are allowed.

### **Upcoming Programs/Events:**

\*Adulting 101 is scheduled to begin January 20 and currently has 7 registrations.

\*eSports for teens is scheduled for February.

\*Tennis lessons begin January 23<sup>rd</sup> including Little Steps, Pre-Academy and Academy 2.

\*Pickleball for beginners and Pickleball for intermediates in February.

- \*Outdoor classes Hip Hop 1 and Hip Hop Tap 1 (for children) in February.
- \*Outdoor Zumba class in February.
- \*Outdoor Tap-dancing class in February.
- \*Virtual Hip Hop Tap (for children) class begins in February.
- \*Virtual Introduction to Theater class in February.
- \*Outside Chair Yoga (when weather permits) in February.
- \*President's week camp.
- \*Spring break camp.
- \*Free retirement seminar in late January.

## STAFF REPORT



DATE: January 8, 2021  
TO: MORPD Advisory Board of Directors  
FROM: J.R. Hichborn, Parks Superintendent  
SUBJECT: Parks Division Report

### **Parks update:**

The shelter in place order went into effect on Friday, December 11, 2020. Park staff have been reassigned to multiple facilities and have adjusted their schedules to minimize the amount of exposure they have with other staff. Their duties have been to sanitize, check all exterior doors, flush drains and walk the exterior of all four facilities daily. In the parks, all tennis court gates, drinking fountains and restrooms are sanitized daily. Playgrounds are sanitized on Mondays and Wednesdays and trash is picked up in all our parks daily.

Pickleball surfacing signs went up at Eastern Oak Park to let users know that the installation of the overlay will be completed in the spring of 2021.

Irrigation has been shut off to all the District's parks. Staff is working with Sacramento Suburban Water District to attempt to have some of the water meters inactive during the winter months to save the District money in meter fees during the winter.

### **Upcoming projects:**

The new treehouse themed playground at Orville Wright Park is scheduled to be installed by February 5, 2021.

The new splash pad equipment is scheduled to be replaced. The construction will begin January 11, 2021 and is expected to continue through March.



**Advisory Board of Directors  
Regular Meeting Minutes  
Tuesday, December 8, 2020 at 6 pm  
Via Zoom Meeting ID 824 8366 6302**

- Call to Order:** 6 pm by Vice Chairperson Nguyen.
- Pledge of Allegiance:** Announced by Vice Chairperson Nguyen.
- Roll Call:**
- MORPD Directors Present:** Nguyen, Todd and Alcalay.
- MORPD Director Absent:** Rothberg and Evans.
- MORPD Staff Present:** Barton, Hichborn, Tierney, Woodland and Ballis.
- Public Present:** None.
- Vice Chairperson's Comments:** Requested that District Administrator Barton write a letter to Governor Newsom asking that he direct the Department of Public Health to develop safe guidelines for playgrounds so they can stay open for the public to use. A letter should also be written to the associations MORPD is members of to write guidelines on how to safely keep playgrounds open.
- Board Comments/Discussion:** None.
- Public Comment:** None.

**Announcement by Chairperson:** Members of the public may address the Board on District topics not listed on this agenda. It is a violation of state law for the Board to discuss or act on non-agenda items. Board members may only briefly ask clarifying questions or refer matters to staff. Speakers are limited to three (3) minutes.

**Information:**

1. Mission Oaks Recreation and Park District (MORPD) Park Patrol Reports for October and November 2020 by District Administrator Barton and J.R. Hichborn, Parks Superintendent. Several license plate citations have been issued. Superintendent Hichborn is scheduling a meeting with park patrol to discuss services being provided and to make sure MORPD is receiving the law enforcement we need in our parks.
2. Monthly Budget Report, September 1-30, 2020, Period 3, FY 2020-21 by District Administrator Barton.
3. Administrative Division Report by District Administrator Barton. New Finance Manager Darren Woodland is introduced, he started December 7; he replaces Cindy Paredes-Banville.
4. Recreation Division Report by District Administrator Barton.

5. Parks Division Report by J.R. Hichborn, Parks Superintendent. Director Alcalay suggested signs be placed near the pickleball courts announcing the resurfacing project coming soon.
6. Custodial Services Contract timeline by J.R. Hichborn, Parks Superintendent. An amended contract for custodial services will be presented for approval on January 12, 2021 extending the current contract to May 31, 2021.

**Consent:**

7. Approval of October 27, 2020 Regular Board Meeting Minutes.

**Action:** After discussion, on a Motion by Director Todd, seconded by Director Alcalay, the Advisory Board of Directors voted to approve the October 27, 2020 Regular Board Meeting Minutes. Directors Nguyen, Todd and Alcalay approve the motion. Director Rothberg and Evans were absent.

**Discussion:**

8. Discussion RE: Advisory Board of Directors proposed 2021 Meeting Schedule. This item will be carried over to January for discussion and action.
9. Discussion RE: Advisory Board Officers and Committee Position Assignments 2021. This item will be carried over to January for discussion.

**Action:**

10. Approve Resolution to Accept Developed Park Property from the Sacramento Parks Foundation.

**Action:** After discussion, on a Motion by Director Alcalay, seconded by Director Todd, the Advisory Board of Directors voted to approve the Resolution to Accept Developed Park Property from the Sacramento Parks Foundation. Directors Nguyen, Todd and Alcalay approve the motion. Director Rothberg and Evans were absent.

**Staff Comments/Reports:**

**Next Regular Meeting:** Tuesday, January 12, 2021. As of the date of this notice, social distancing measures are in effect due to the COVID-19 pandemic. Parties interested in participating in the public hearing should visit the District's website at <https://www.morpd.com/advisory-board-meetings> for current information on how to provide public comment.

**Adjournment:**

7 pm

\_\_\_\_\_  
Debra Tierney, Clerk of Board

January 12, 2021

Date



## STAFF REPORT

DATE: January 8, 2021

TO: MORPD Advisory Board of Directors

FROM: Daniel Barton, District Administrator

SUBJECT: Discussion RE: Advisory Board Officers and Committee position assignments  
2021

### **BACKGROUND:**

The Advisory Board normally elects officers at the January meeting. In addition to electing officers, the Board should select committees and make assignments at the same meeting. The roster of officers and committees for 2020 appears on (**attachment A**). We are providing this information at this time, so that you will be able to discuss positions and act at the February 9, 2021 meeting.

### **DISCUSSION:**

The selection of officers is the responsibility of the Advisory Board while the staff contributes in decisions relative to the creation and purpose of Board committees. The mission of the existing committees appears in (**attachment B**).

### **RECOMMENDATION:**

That the Advisory Board review and discuss attachments A and B; select officers and committees for 2021 at your February 9 meeting.

*Updated Officers and Committee Assignments October 13, 2020*

**OFFICERS**

Chairperson  
Vice-Chairperson  
Clerk

Jeff Rothberg  
Nghia Nguyen  
Robert Evans

**COMMITTEE ASSIGNMENTS**

Recreation Program Committee: Directors **Nguyen** (chair) and **Rothberg** with District Administrator, Daniel **Barton** and Superintendent of Recreation, Barry **Ross** (lead staff)

Finance Committee: Directors **Nguyen** (chair) and **Todd** with District Administrator, Daniel **Barton** and of Finance staff member, (vacant) (lead staff)

Facilities Committee: Directors **Evans** (chair) and **Alcalay** with District Administrator, Daniel **Barton** and Superintendent of Parks, J.R. **Hichborn** (lead staff)

Personnel Committee: Directors **Evans** (chair) and **Todd** with District Administrator, Daniel **Barton** and staff member, (vacant) (lead staff)

Sacramento Parks Foundation: Director (**Rothberg**) with District Administrator, Daniel **Barton**

**Recreation Program Committee**

The mission of the Recreation Program Committee is to:

1. Ensure that the District's visitor and participant experience is superior and that it promotes the District's strategic mission.
2. Recommend on the strategy for agency-wide marketing and communication efforts and continue to identify new opportunities for promotion and outreach.
3. Promote a visitor and participant experience that emphasizes environmental sustainability and ensures that programs in this area are financially responsible and sustainable.

**Finance Committee**

The mission of the Finance Committee is to:

1. Assist staff with the preparation of a Preliminary and Final District Budget for the upcoming year and oversee the management of all expenses and revenue.
2. Prepare recommendations to the board semi-annually relative to mid-year budget adjustments.
3. Identify areas of the District's finance operations and affairs that should be reviewed and make recommendations.
4. Make recommendations for the expenditure of funds as may be required from time to time.
5. Work to ensure that the organization is in, and remains in, good fiscal health.
6. Work to ensure the District has appropriate internal controls and conducts proper financial analysis.
7. Review financial records for completeness and accuracy, oversee proper use of resources, and report any concerns to the Board.

**Facilities Committee**

The mission of the Facilities Committee is to:

1. Oversee the preparation of a Master Plan that establishes a vision for the desired future of the District.
2. Work with the staff, consultants, and stakeholders in updating the existing Master Plan.
3. Hold public meetings and forums to obtain community input for facility improvements.
4. Provide oversight of the District's Master Plan, ensuring that the Plan objectives are being implemented.
5. Recommend annual and multi-year priorities for Master Plan projects.
6. Monitor the use and maintenance of District facilities for the benefit of existing and future users.

**Personnel Committee**

The mission of the Personnel Committee is to:

1. Identify and promote beneficial personnel practices and resources.
2. Make recommendations regarding the compensation and benefits of District staff.
3. Participate in interviewing candidates for filling vacant management positions as requested by the District Administrator.
4. Ensure the creation and realization of management development plans, diversity initiatives, and succession plans to support long-term strategic objectives.
5. Report and make recommendations to the Board on personnel related matters.



## STAFF REPORT



DATE: January 8, 2021

TO: MORPD Advisory Board of Directors

FROM: J.R. Hichborn, Parks Superintendent

SUBJECT: Discussion Re: Custodial Services Request for Proposal (RFP)

### **BACKGROUND:**

The District currently contracts its custodial services out to City Wide maintenance. City Wide was awarded the contract for the Districts custodial services on September 8, 2015. Annual costs are currently \$56,100 with the cost of consumables (e.g., paper products, soap, etc.) added as an extra cost.

### **DISCUSSION:**

Attached is the request for proposal (RFP) (**attachment A**) for the Districts custodial services contract. A notice to bidders will be sent out on February 22, 2021. This RFP will be available at the mandatory job walk, and on the Districts website on March 4, 2021. This will be a three-year contract with a fourth and fifth-year renewable option. This contract will begin on June 1, 2021.

### **RECOMMENDATION:**

That the Advisory Board of Directors review the attached Custodial Services RFP.



Mission Oaks Recreation and Park DISTRICT

Sacramento County, California

CONTRACT DOCUMENTS

**Custodial Services**

Proposal, Contract, and Specifications

March 4, 2021

# **REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES**

**TO WORK WITH THE MISSION OAKS RECREATION AND PARKS DISTRICT**

## **INTRODUCTION:**

The purpose of this Request for Proposals (RFP) is to identify and retain a firm for the provision of Custodial services for The Districts (3) Facilities and its (7) public restrooms.

## **NOTICE IS HEREBY GIVEN:**

That the Mission Oaks Recreation and Park District will receive proposals from firms for Custodial Services as outlined in this RFP by the date and at the address listed below:

## **PROPOSALS DUE:**

**2:00 PM on March 19, 2021**

Mission Oaks Recreation and Parks District  
Attn: J.R. Hichborn, Parks Superintendent  
3344 Mission Avenue  
Carmichael, CA 95608

# REQUEST FOR QUALIFICATIONS

## Custodial SERVICES

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## **SECTION 1: INTRODUCTION**

### **1.1 Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to identify and retain a qualified firm for the provision of Custodial services for the Districts (3) Facilities and its (7) public restrooms.

### **1.2 Scope of Work – See Section 10 for Additional Details and Bid Forms**

The selected firm shall serve as the District's representative when designated. J.R. Hichborn, Parks Superintendent, shall oversee and facilitate the activities of the firm with other government agencies or District departments as needed. The selected firm shall provide professional services and expertise related to the provision of Custodial services in compliance with the governing codes and applicable regulations.

#### **1.2.1 Maintenance Specifications**

The overall list of tasks that are intended to be the responsibility of the selected firm are described in the Maintenance Specifications detailed in Attachment 10.1, provided below.

#### **1.2.2 Equipment and Supplies**

The Contractor shall furnish all tools, materials, supplies, and equipment to perform the tasks identified in Section 1.2.1 above.

#### **1.2.3 Mandatory Responding Firm's Qualifications Requirements (see sections 3.15 and 5.2.2)**

At the time the bid proposal is submitted, the Contractor must possess: (a) A minimum of five (5) years' experience in custodial maintenance; (b) A current and valid California Driver's License; and (c) Contractors license valid in the state of California

#### **1.2.4 Area Definitions**

The following is a list of locations which are included in this RFP. If at any time, additional locations are developed or added to the contract, pricing will be negotiated by the District and the Contractor.

Swanston Community Park – Facility and Public restroom  
Ashton Park – Public Restroom  
Valley Oak Park – Public Restroom  
Hazelwood Greens  
Eastern Oak Park – Public Restroom  
Mission North Park – Facility and Public restroom  
Gibbons Community Park – Facility and Public restroom

## SECTION 2: SUBMITTAL DEADLINE

Proposals shall be submitted no later than the deadline specified on page 2. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the District. Late proposals shall not be accepted, nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

## SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

### 3.1 District Contact for Request for Proposals

The following District Representative shall be the main point of contact for this RFP.

Mission Oaks Recreation and Parks District  
Attn: J.R. Hichborn, Parks Superintendent  
3344 Mission Avenue Carmichael, CA 95608  
Office (916) 359-1606

### 3.2 Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). **Comments must be made in writing and received by the District no later than Friday, March 19, 2021 at 2:00 PM** (Deadline for Written Comments). Questions can be faxed or emailed to [JRHichborn@MORPD.com](mailto:JRHichborn@MORPD.com). This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the District, in writing, by the Deadline for Written Comments.

### 3.3 Proposals

**3.3.1** Responding firm shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to the District in a sealed package and clearly marked: "**Proposal for Custodial Services**"

**3.3.2** All proposals must be submitted at the following address by the date and time identified in the Proposals Due on page 2.

Mission Oaks Recreation and Park District  
Attn: J.R. Hichborn, Parks Superintendent  
3344 Mission Avenue, Carmichael, CA 95608

### **3.4 Proposal Preparation, Interview and Negotiation Costs**

The District shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

### **3.5 Proposal Withdrawal**

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

### **3.6 Proposal Amendment**

The District shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

### **3.7 Proposal Errors**

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.8 Incorrect Proposal Information**

If the District determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the District's sole discretion.

### **3.9 Prohibition of Respondent Terms and Conditions**

A responding firm may not submit the firm's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

### **3.10 Assignment and Subcontracting**

**3.10.1** The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the District. Each subcontractor / subconsultant must be approved in writing by the District in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of the District and with prior written approval from the District.

**3.10.2** Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **3.11 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

### **3.12 Proposal of Additional Services**

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the District. The cost for any such additional services shall be mutually agreed upon by the selected firm(s)



and the District and incorporated into the contract before contract signing.

### **3.13 Insurance**

The apparent successful responding firm will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

### **3.14 Licensure and Special Certification**

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The District may require any or all responding firms to submit evidence of proper licensure and certifications.

**3.14.1 Contractor Registration.** Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

**3.14.2 Prevailing Wages.** Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located on the Department of industrial relations (DIR) website, and the contents of those schedules are included herein as if set forth in full.

### **3.15 Conflict of Interest and Restrictions**

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

### **3.16 RFP Amendment and Cancellation**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. The District shall post copies of the RFP and amendments on the webpage under [www.MORPD.com](http://www.MORPD.com) and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.17 Right of Rejection**

**3.17.1** The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

**3.17.2** Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

**3.17.3** Responding firms may not restrict the rights of the District or otherwise qualify their proposals. If a responding firm does so, the District may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**3.17.4** The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the District may hold any responding firm to strict compliance with the RFP.

### **3.18 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the District Advisory Board or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

### **3.19 Proprietary Information**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the District. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the District, the District will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the District's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

### **3.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the District and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **SECTION 4: SPECIAL REQUIREMENTS**

### **4.1 Joint Ventures and Partnering**

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the District as a result of the participation of multiple entities.

**4.1.1** The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

**4.1.2** The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

**4.1.3** The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

## SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

### 5.1 General Proposal Requirements

**5.1.1** The District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the District's instructions, requirements of this RFP, and completeness and clarity of content.

**5.1.2** Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.

**5.1.3** Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). **Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.** Proposals must **not** contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**5.1.4** Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall not include unnecessary company advertisement material.

### 5.2 Proposal

The proposal shall be divided into the following sections:

1. Proposal Transmittal Letter,
2. Mandatory Responding Firm's Qualifications,
3. General Responding Firm's Qualifications and Experience,
4. Technical Project Approach, and
5. Cost Proposal Forms

If a proposal fails to detail and address each of the requirements detailed herein, the District may determine the proposal to be nonresponsive and reject it.

**5.2.1 Proposal Transmittal Letter.** The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.

**5.2.1.1** The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the District.

**5.2.1.2** The letter shall provide the complete name of the individual or the firm making the proposal.

**5.2.1.3** The letter shall provide the name, mailing address, and telephone number of the person the District should contact regarding the proposal.

**5.2.1.4** The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/sub-consultants along with complete mailing addresses and the scope and portions of the work the subcontractors / sub-consultants shall perform. **(NOTE: The selected firm(s) must obtain written approval from the District prior to the use of any subcontractors / sub-consultants).**

**5.2.1.5** The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The District reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the District.

**5.2.1.6** The letter shall also include a statement of acknowledgement that the District's *Standard Contract* (Section 10) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the District will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

**5.2.1.7** The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

**5.2.2 Mandatory Responding Firm's Qualifications.** Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Mandatory Responding Firm's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

**5.2.3 General Responding Firm's Qualifications and Experience.** Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding firm's experience in delivering services similar to those required by this RFP:

**5.2.3.1** A brief description of the responding firm's background and organizational history.

**5.2.3.2** Years in business.

**5.2.3.3** A brief statement of how long the responding firm has been performing the services required by this RFP.

**5.2.3.4** Location of office(s) with clear identification of the office(s) from which services will be performed.

**5.2.3.5** A description of the responding firm's number of employees, longevity, client base.

**5.2.3.7** Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

**5.2.3.8** A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.

**5.2.3.9** A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.

**5.2.3.10** A list, if any, of all current contractual relationships with the District and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with the District are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)

**5.2.3.11** A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.

**5.2.3.12** Describe in detail a maximum of ten (10) public sector or similar projects maintained in the last five (5) years that demonstrates the following:

- Experience performing tasks listed in Section 1.2.1 of the RFP.

Limit: One project per page.

**5.2.3.13** Describe in detail, work that the responding firm has directly performed on a maximum of four (4) projects that shows:

- A demonstrated ability to respond to the Custodial needs of a municipality or special district.
- A demonstrated ability to meet project deadlines, major milestone, and overall project schedule
- A demonstrated ability to provide necessary equipment to effectively maintain Custodial needs within a seasonal timeline.

Limit: One page per project.

**5.2.3.14** Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/sub-consultant, if subcontractor/sub-consultant are proposed.

**5.2.3.15** An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

**5.2.3.16** A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the District on a day-to-day basis.

**5.2.3.17** A personnel roster and resumes of key people who shall be assigned by the responding firm and its subcontractors/sub-consultants who will be performing duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor/sub-consultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

**5.2.3.18** Proposals shall include a list of proposed equipment inventory and staffing levels intended to service this contract. Failure of the responding firm to provide agreed upon equipment inventories and staffing levels, adjusted proportionally to growth over the term of the agreement, shall constitute material breach by the responding firm.

**5.2.4 Technical Project Approach.** Describe the operational or organizational approach to fulfilling the scope of work/ contract intent

**Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.**

## **SECTION 6: COST PROPOSAL**

### **6.1 A Cost Proposal (Exhibit A) Must be Submitted in a Separately Sealed Envelope.**

**6.1.1** The responding firm shall provide the following information to allow for the review of the hourly rates for the proposed services:

**6.1.1.1** Provide a Schedule of Values for the responding firm and proposed subcontractors/sub-consultants, including rates for each service.

**6.1.1.2** It is the District's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. The selected firm will bill monthly for the contracted services based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

## **SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD**

### **7.1 Proposal Evaluation Categories and Maximum Points**

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Cost and Technical Project Approach. The maximum points that shall be awarded for each of these categories are:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Quality (Reference checks and site visits)	40
Bid Amount	40
Technical Project Approach (Final interview)	20

## **7.2 Proposal Evaluation Process**

**7.2.1** The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria listed in Section 7.1.

**7.2.2** The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

**7.2.3** All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

**7.2.4** The evaluation team shall evaluate responsive proposals. Each evaluator shall score the General Responding Firm's Qualifications and Experience section and the Technical Project Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal.

**7.2.5** The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

**7.2.6** Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

**7.2.7** The top-rated firms with the highest score from the proposal evaluation scoring may be interviewed and rated. The District reserves the right, at its sole discretion, to request interviews. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by District staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at the District Office located at 3344 Mission Avenue Carmichael, CA 95608.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the District on a day-to-day basis and if possible, members of the proposed team. We DO NOT want to interview your company's marketing staff.

**7.2.8** The District reserves the right to select a qualified firm offering the best value to the District, based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily be the firm with the lowest cost proposal.

## **7.3 Contract Award Process**

**7.3.1** The District may invite the selected firm to participate in contract negotiations with the District, as the need arises.

**7.3.2** If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the District may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

**7.3.3** If the District determines that the firm is nonresponsive, the District reserves the right to negotiate with the next highest-ranked selected firm(s).

**7.3.4** The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

## **SECTION 8: STANDARD CONTRACT INFORMATION**

### **8.1 Contract Approval**

The RFP and the consultant selection processes do **not** obligate the District and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or sub-consultant. Contract award and District obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the District.

### **8.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the District be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by District Advisory Board.

### **8.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

### **8.4 Contract Monitoring**

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the District. The District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the District may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the District requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

### **8.5 Contract Amendment**

During the course of this contract, the District may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the District shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the District and the selected firm(s), whichever is lowest. If the District and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

## **SECTION 9: Custodial SPECIFICATIONS**

### **9.1 Specifications**

#### **ALL SITES**

#### **I. DAILY SERVICES**

##### **A. Trash removal**

- Empty all waste containers.
- Insert new waste container liners in restrooms and kitchens.



- Clean waste containers inside and out, as needed.
- Remove all waste, rubbish, and recyclables from buildings and place in the appropriate exterior container.
- Sweep and remove spillage and stains as needed around waste container areas.

#### B. Kitchens

- Clean all sinks, counters, stovetops, and the exterior surfaces of installed equipment such as refrigerators, cabinets, ice machines, and ovens.

#### C. Floors

- Thoroughly dust mop, or sweep, all hard-surface floors.
- Damp mop restrooms and kitchens, using different mops for each area.
- Spot clean any floor stains in other spaces as needed.
- Vacuum all carpeted areas and entrance mats, and spot clean as needed.
- Move furniture as needed to effect floor cleaning.
- Clean all manufactured flooring in strict accordance with the manufacturer's directions or recommendations, provided by the District.

#### D. Restrooms

- Clean the exteriors of towel, tissue, soap, seat cover, and sanitary napkin dispensers and waste containers.
- Clean and disinfect toilet seats and bowls, urinals, the outside surface of toilet bowls and urinals, and the surrounding floor area.
- Remove stains and splatters from walls and floors in back of toilet bowls, washbasins, and stall partitions.
- Clean mirrors, faucets, counters, and walls.
- Refill all soap, towel, tissue, seat cover, and sanitary napkin dispensers as needed.
- Thoroughly clean washbasins and fixtures.
- Clean and disinfect doorknobs and locks on both sides of all restroom doors, avoiding damage to finished surfaces.

#### E. Park Gates

- Lock Park entry gates at dusk

#### F. Miscellaneous

- Clean handprints and other marks from counter tops, light switches, walls, entrance and storage closet doors and door frames, glass inserts, and windows and glass partitions.

## II. WEEKLY SERVICES

A. Dust and clean surfaces of all fixtures, lamps, counter tops shelves, fire extinguishers, vending machines, and cabinets.

B. Dust all horizontal surfaces of furniture and fixtures, floor moldings, ledges, windowsills, counters and low moldings, telephones, computers, and objects on desks and tables. Papers or documents are not to be moved or removed from the tops of desks or work counters.

C. Dust all pictures, wall mirrors, clocks, and framed items.

D. Sweep, damp mop, and remove scuff marks and black marks from floors (not including custodial and storage areas).

E. Pick up debris from outside areas near entrances and patios as needed. Sweep and wash down areas near entrances, and clean exterior rugs and mats as needed.

## III. MONTHLY SERVICES

A. Thoroughly clean all baseboards and thresholds.

B. Wash all walls in restrooms and kitchens.

C. Clean all picture glass and light fixtures in offices and small meeting rooms.

D. Vacuum all upholstered chairs and sofas, including surfaces, crevices, and under cushions.

E. Remove cobwebs and dust from interior and exterior entryways, eaves, ceilings, walls, and fixtures.

F. Clean exterior building light fixtures.

G. Spot clean all painted walls, doors, and adjacent framework to remove marks and stains.

#### **IV. SPECIAL DUTIES**

A. Building Security: Secure the building by following the instructions provided by the District. The Contractor will be held responsible for any financial penalty imposed by the Fire District or Sheriff's Office due to Contractor's error resulting in a false alarm charge.

B. Bloodborne Pathogen Safety: All blood and body fluids should be treated with extreme caution and are to be cleaned with a clean-up kit provided by the District. The Contractor shall notify the District of all such incidents. Blood and body fluid waste shall be placed in an approved container provided on-site, and the District notified of such action.

#### **9.2 District Locations**

- Swanston Community Park
- Ashton Park
- Valley Oak Park
- Hazelwood Greens
- Eastern Oak Park
- Mission North Park
- Gibbons Community Park

#### **SECTION 10: WRITTEN WORK PLAN**

Proposals shall all include a written work plan, per the instructions included.

#### **10.1 Additional Requirements**

**MORPD Office  
3344 Mission Avenue**

All work at this site is to begin after 9 p.m. and be complete before 6 a.m. five days a week, Monday through Friday.

**These services are to be performed in addition to the Performance Specifications for All Sites.**

#### **I. DAILY SERVICES**

A. Trash removal

- Deposit all waste, rubbish and recyclables in the appropriate dumpster.

#### **II. WEEKLY SERVICES**

A. Spot clean office windows.

B. Clean/damp wipe and polish all countertops, including those in the copier room.

#### **III. MONTHLY SERVICES**

A. Dust all high areas, including ledges, shelves, cabinets, ceiling vents, door moldings and hardware.

B. Dust horizontal and vertical mini blinds.

#### **IV. QUARTERLY SERVICES**

- A. Clean all heating/air conditioning registers, and vacuum surrounding ceiling areas.
- B. Clean exposed surfaces of all file cabinets.
- C. Polish all vinyl and tile floors.
- D. Clean all glass inside and out, and clean all windowsills.
- E. Steam clean all carpets using commercial methods and machinery. (*Priced separately and may be procured by District outside of this Contract.*)

**Mission Oaks Community Center  
4701 Gibbons Drive**

All work at this site is to begin after 9:00 p.m. on Sunday through Thursday nights, and after 11:00 p.m. Friday and Saturday nights, and be complete before 7 a.m. six days per week: In addition, alternate service may be required Saturday night/Sunday morning if rentals of the facility require such additional service.

**These services are to be performed in addition to the Performance Specifications for All Sites.**

**I. DAILY SERVICES**

- A. Trash removal
  - Deposit all waste, rubbish and recyclables in the appropriate dumpster.
  - Empty and clean outdoor cigarette urns, as needed.
  - Sweep and police the entry areas.
- B. Floors
  - Clean all laminate flooring in accordance with the manufacturer's recommendations and instructions. (See attachment.)
- C. Restrooms
  - Clean the vinyl lounge seat in the women's restrooms.
  - Clean the exterior of the storage cabinet in the women's restroom.
- D. Miscellaneous
  - Clean the drinking fountains in the hallway.

**II. WEEKLY SERVICES**

- A. Machine polish/buff waxed floors.
- B. Pick up debris and cigarette butts from outside planter areas near entrance and back patio.
- C. Remove litter at the edge of the parking lot by the flagpole (loading zone) and back patio extending to the turf area.

**III. BIWEEKLY SERVICES (Every Two Weeks)**

- A. Clean and polish all sheet vinyl and tile floors in kitchen, restrooms, and lobby
- B. Clean the exterior of the kitchen heat lamps.

**IV. QUARTERLY SERVICES**

*Dates to coincide with District's "Maintenance Days" (in months that have a fifth Wednesday).*

- A. Clean exposed surfaces of all file cabinets
- B. Vacuum drapes.
- C. Clean light fixture covers. (remove as needed – may be fragile)

- D. Steam clean all carpets using commercial methods and machinery. (*Priced separately and may be procured by District outside of this Contract.*)
- E. Clean inside of waste containers in office workspaces, as needed.
- F. Dust all high areas, including ledges, shelves, cabinets, and exit lights.
- G. Clean ceiling and wall ventilation registers and vacuum surrounding ceiling areas.
- H. Dust and clean lobby furniture.
- I. Wash all painted walls, as needed.
- J. Clean all glass inside and out, and clean all windowsills.

**Swanston Community Center  
2350 Northrop Avenue**

All work at this site is to begin after 10 p.m. on Monday through Thursday nights, and after 11 p.m. Friday, Saturday, and Sunday nights, and be complete before 7 a.m. six days per week: Sunday night/Monday morning through Friday night/Saturday morning. In addition, alternate service may be required Saturday night/Sunday morning if rentals of the facility require such additional service.

**These services are to be performed in addition to the Performance Specifications for All Sites.**

**I. DAILY SERVICES**

- A. Trash removal
  - Deposit all waste, rubbish, and recyclables in the appropriate dumpster.
- B. Floors
  - Clean the assembly room vinyl flooring in accordance with the manufacturer's recommendations and instructions. (See attachment)
- C. Miscellaneous
  - Clean the drinking fountains in the hallway.

**II. WEEKLY SERVICES**

- A. Pick up debris and cigarette butts from planters and paving near entrance and back patios.
- B. Clean glass on all doors and windows.

**III. QUARTERLY SERVICES**

*Dates to coincide with the Center's "Maintenance Days".*

- A. Clean exposed surfaces of all cabinets.
- B. Clean tops of light fixture covers.
- C. Steam clean all carpets using commercial methods and machinery. (*Priced separately and may be procured by District outside of this Contract.*)
- D. Clean inside of waste containers in office workspaces, as needed.
- E. Dust all high areas, including ledges, shelves, cabinets, and lights.
- F. Clean ceiling and wall ventilator ducts, and vacuum surrounding ceiling areas.
- G. Dust and clean chair rails and all wood furniture.
- H. Wash all painted walls, as needed.
- I. Clean all glass inside and out, and clean all windowsills.

**SECTION 11: PROPOSAL FORMS**

Proposal Forms provided are to be completed and submitted as part of the overall Proposal submittal. Proposal Forms include: *Proposal Form, Proposal Form Summary, Proposal Breakdown for Custodial Services.*

**PROPOSAL TO:** **MISSION OAKS RECREATION AND PARK DISTRICT**

**FOR THE SERVICES OF:** **Custodial Services**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact Email: \_\_\_\_\_

TO THE GOVERNING BODY OF THE MISSION OAKS RECREATION AND PARK DISTRICT

The undersigned contractor, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

<u>ADDENDA NO.</u>	<u>DATE ISSUED</u>
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the MORPD in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**PROPOSAL FORM**

**MISSION OAKS RECREATION AND PARK DISTRICT  
FOR**

**Custodial Services**

<b>Custodial COSTS PER LOCATION</b>	<b>Monthly Amount Years 1-3 Custodial Maintenance</b>	<b>Monthly Amount Years 4-5 (optional) Custodial Maintenance</b>
Swanston Community Center	\$	\$
District office	\$	\$
Mission Oaks Community Center	\$	\$
Valley Oak Park	\$	\$
Ashton Park	\$	\$
Hazelwood Greens	\$	\$
Eastern Oak Park	\$	\$
Mission North Park	\$	\$
Gibbons Community Park	\$	\$
Swanston Park	\$	\$
<b>TOTAL COST PER MONTH</b>	\$	\$
<b>TOTAL COST PER YEAR</b>	\$	\$

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL FORM  
MISSION OAKS RECREATION AND PARK DISTRICT  
FOR**

**Custodial Services**

<b>UNSCHEDULED WORK</b>	<b>UNIT</b>	<b>AMOUNT PER UNIT</b>
Supervisor	Hour	
Laborer	Hour	
All-purpose cleaner	Gallon	
Steam clean carpets	Square foot	
Strip & Coat vinyl floors	Square foot	

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

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As required by Section 2.19 of the General Conditions, Bidder hereby submits the following list of contact names and phone numbers for three (3) or more agencies for whom the Bidder has constructed similar projects.

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Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

<u>CONTRACTOR's License No.</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the MORPD by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020.

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

### **NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, [date] at \_\_\_\_\_, [City] \_\_\_\_\_, [State]

\_\_\_\_\_  
[Signature of Bidder]

## **SECTION 12: STANDARD CONTRACT**

The MORPD *Standard Professional Contract for Services* (provided below) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

### **12.1 STANDARD CONTRACT**

**CONTRACT FOR SERVICES**

THIS CONTRACT is made on (     INSERT DATE     ), by and between the Mission Oaks Recreation and Park District ("District"), a park district formed and existing under authority of Public Resources Code Section 5780 et seq., and (     INSERT CONTRACTOR NAME     ), ("Contractor").

WITNESSETH:

WHEREAS, the District desires to engage Contractor to perform (     INSERT NAME OF SERVICE     ), at various ( **ADD LOCATION-District-controlled facilities** );

WHEREAS, the Contractor has presented a proposal for such services to the District, dated (     INSERT DATE     ), (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence (     INSERT DATE     ), and shall end on (     INSERT DATE     ), The District reserves the option to extend the contract for up to two (2) additional annual renewal periods. Costs for renewal periods have been pre-determined in (     INSERT CONTRACTOR NAME     ), original proposal.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

District Administrator, Daniel  
Barton

3344 Mission Avenue

Carmichael, CA 95608

TO CONTRACTOR

Name: (     INSERT     ).

Address:

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and District laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California.

*Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento District, California.*

**VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

- A. *CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, District of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.*
- B. *CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or District government contracts. Contractor certifies that it shall not contract with a Sub-Contractor that is so debarred or suspended.*

**VII. PERFORMANCE STANDARDS**

*CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.*

**VIII. OWNERSHIP OF WORK PRODUCT**

*All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.*

**IX. STATUS OF CONTRACTOR**

- A. *It is understood and agreed that Contractor (including Contractor's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent Contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.*
- B. *It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.*

- C. *If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of such employment.*
- D. *It is further understood and agreed that as an independent Contractor and not an employee of District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever. Contractor shall not be covered by worker's compensation; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the District to employees of the District.*
- E. *It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractors assigned personnel under the terms and conditions of this agreement.*

**X. CONTRACTOR IDENTIFICATION**

*CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento District Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.*

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. *CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.*
- B. *CONTRACTOR's failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.*

**XII. BENEFITS WAIVER**

*If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the District Charter, the District Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from*

*DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.*

**XIII. RETIREMENT BENEFITS/STATUS**

*CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.*

**XIV. CONFLICT OF INTEREST**

*CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.*

**XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.*
- B. If services under this Agreement are funded with state funds granted to DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.*

**XVI. GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with DISTRICT's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:*
  - 1. Provision of parking adequate for the needs of its employees and service population;*
  - 2. Provision of adequate waiting and visiting areas;*
  - 3. Provision of adequate restroom facilities located inside the facility;*
  - 4. Implementation of litter control services;*
  - 5. Removal of graffiti within seventy-two hours;*
  - 6. Provision for control of loitering and management of crowds;*
  - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;*
  - 8. Participation in area crime prevention and nuisance abatement efforts; and*

9. *Undertake such other good neighbor practices as determined appropriate by DISTRICT, based on DISTRICT's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.*
- B. *CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.*
- C. *CONTRACTOR shall comply with all applicable public nuisance ordinances.*
- D. *CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.*
- E. *If DISTRICT finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, DISTRICT shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, DISTRICT shall take such actions as are necessary to implement the necessary corrective action. DISTRICT shall deduct any actual costs incurred by DISTRICT when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.*
- F. *CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with DISTRICT.*

**XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. *CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.*
- B. *CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.*
- C. *CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.*

D. *CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.*

#### **XVIII. INDEMNIFICATION**

*To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of CONTRACTOR, or for which CONTRACTOR is legally liable under law except only such injury, death, or damage, to the extent it is caused by the active negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused the sole negligence or willful misconduct of an Indemnified Party.*

*The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to DISTRICT. Both parties agree to cooperate in the defense of a Claim.*

*This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.*

*Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.*

*The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.*

#### **XIX. INSURANCE**

*Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.*

#### **XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**



- A. *Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.*
- B. *CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by DISTRICT on a monthly basis. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.*
- C. *DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.*
- D. *CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.*
- E. *In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.*

**XXV. SUBCONTRACTS, ASSIGNMENT**

- A. *CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any Sub Contractor whether approved by DISTRICT or not.*
- B. *This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.*

**XXVI. AMENDMENT AND WAIVER**

*Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by DIRECTOR and counsel for DISTRICT.*

**XXVII. SUCCESSORS**

*This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.*

**XXVIII. TIME**

*Time is of the essence of this Agreement.*

**XXIX. INTERPRETATION**

*This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.*

**XXXI. DISPUTES**

*In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.*

**XXXII. TERMINATION**

- A. *DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).*
- B. *CONTRACTOR may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of mailing.*
- C. *DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.*
- D. *DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the District is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT's yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 4)*

*if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.*

- E. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall DISTRICT pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.*
- F. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.*

### **XXXIII. REPORTS**

*CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.*

### **XXXIV. AUDITS AND RECORDS**

*Upon DISTRICT's request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as DISTRICT deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon DISTRICT's request at DISTRICT's expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.*

### **XXXV. PRIOR AGREEMENTS**

*This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.*

### **XXXVI. SEVERABILITY**

*If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.*

**XXXVII. FORCE MAJEURE**

*Neither CONTRACTOR nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, pandemics or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).*

**XXXVIII. SURVIVAL OF TERMS**

*All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.*

**XXXIX. DUPLICATE COUNTERPARTS**

*This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.*

*Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.*

**XL. AUTHORITY TO EXECUTE**

*Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.*

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.*

**XLI. DROUGHT**

*The parties agree that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that CONTRACTOR shall not be liable for any failure to perform as a direct or indirect result of CONTRACTOR's compliance with or good faith efforts to comply with state or local water regulations or mandates.*

**XLII. CHEMICAL DISCLAIMER**

*All chemicals will be applied in accordance with manufacturer directions and applicable laws and/or regulations. CONTRACTOR does not provide representations, warranties, or assurances as that relate to CONTRACTOR's use of chemicals during service, of any site with respect to periods before, during, or after services are performed. If, due to any change in applicable law or regulations subsequent to the date of this Agreement, performance of any services in the manner contemplated as of the date hereof shall become impracticable or impossible, CONTRACTOR shall have the right to immediately have this Agreement modified to comply with any change in any applicable laws and/or regulations.*

***EXHIBIT A to Agreement  
between the MISSION OAKS RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT," and  
(\_\_INSERT CONTRACTOR NAME\_\_), hereinafter referred to as "CONTRACTOR"***

**SCOPE OF SERVICES**

**EXHIBIT B to Agreement**  
**between the MISSION OAKS RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT," and**

**(    INSERT CONTRACTOR NAME    ), hereinafter referred to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

*Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the District Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.*

**SECTION 1. I. VERIFICATION OF COVERAGE**

*CONTRACTOR shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The District Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the District before performance commences. The DISTRICT reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.*

**SECTION 2. II. MINIMUM SCOPE OF INSURANCE**

*Coverage shall be at least as broad as:*

- A. *GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the District Risk Manager.*
- B. *AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.*
  - 1. *Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.*
  - 2. *Personal Lines automobile insurance shall apply if vehicles are individually owned.*

- C. *WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.*
- D. *PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.*
- E. *UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.*

**SECTION 3. III. MINIMUM LIMITS OF INSURANCE**

*CONTRACTOR shall maintain limits no less than:*

- A. *General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:*

<i>Building Trades General Aggregate:</i>	<i>\$2,000,000</i>
<i>Products Comp/Op Aggregate:</i>	<i>\$2,000,000</i>
<i>Personal &amp; Adv. Injury:</i>	<i>\$1,000,000</i>
<i>Each Occurrence:</i>	<i>\$1,000,000</i>
<i>Fire Damage:</i>	<i>\$ 100,000</i>

*Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).*

- B. *AUTOMOBILE LIABILITY:*
  - 1. *Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.*
  - 2. *Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.*
- C. *WORKERS' COMPENSATION: Statutory.*
- D. *EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.*
- E. *PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.*

**SECTION 4. IV. DEDUCTIBLES AND SELF-INSURED RETENTION**

*Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the DISTRICT.*

## **SECTION 5.**

### **SECTION 6. V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

*If professional liability coverage is written on a Claims Made form:*

- A. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.*
- B. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.*
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.*

## **SECTION 7.**

### **SECTION 8. VI. OTHER INSURANCE PROVISIONS**

*The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:*

*A. All Policies:*

- 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The District Risk Manager may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.*
- 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the District with evidence of each policy's renewal ten (10) days in advance of its anniversary date.*

*Contractor is required by this Agreement to immediately notify District if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.*

### **VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**



- A. *ADDITIONAL INSURED STATUS: The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, or volunteers.*
- B. *CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.*
- C. *PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
- D. *SEVERABILITY OF INTEREST: The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.*
- E. *SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Contractor's subcontractor.*

#### **VIII. WORKERS' COMPENSATION**

*Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against DISTRICT, its officers, directors, officials, employees, agents or volunteers.*

#### **IX. PROPERTY**

*Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:*

1. *The DISTRICT shall be named as loss payee.*
2. *The Insurer shall waive all rights of subrogation against the DISTRICT.*

*Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the DISTRICT.*

**X. NOTIFICATION OF CLAIM**

*If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.*

**EXHIBIT C to Agreement**

**between the MISSION OAKS RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT," and**

**(    INSERT CONTRACTOR NAME    ), hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

The Maximum Total Payment Annual Amount under this Agreement is: **(\$0.00)**

**II. BUDGET**

The Budget for this Agreement is outlined on the following page(s).

Mission Oaks Recreation and Park District

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

Daniel Barton, District Administrator

ATTEST:

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

J.R. Hichborn, Parks Superintendent

CONTRACTOR

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

Title: \_\_\_\_\_

**EXHIBIT D to Agreement**

**between the MISSION OAKS RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT," and**

**(    INSERT CONTRACTOR    ), hereinafter referred to as "CONTRACTOR"**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

**[Labor Code § 1861]**

*I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.*

**CONTRACTORS**

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

**[Title]**

**EXHIBIT E to Agreement**

**between the MISSION OAKS RECREATION AND PARK DISTRICT,  
hereinafter referred to as "DISTRICT," and  
(    INSERT CONTRACTOR    ), hereinafter referred to as "CONTRACTOR"**

**LABOR COMPLIANCE**

**1. PREVAILING WAGE**

A. *The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Sub Contractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other workplace posters required by law.*

B. *The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal and will not under any circumstances be considered as the basis of a claim against the District.*

C. *By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.*

**2. PREVAILING WAGE RECORDS**

A. *The Contractor and each sub-Contractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /sub-Contractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all sub-Contractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.*

B. The District shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all Sub Contractors and any lower tier sub-Contractors. The Contractor shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any sub-Contractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and Sub Contractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. Labor Discrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

*"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."*

### **4 Eight-Hour Day Limitation**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Sub Contractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for

*all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.*

*(b) The Contractor and each Sub Contractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Contractor or by any of its Sub Contractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.*

**5. Compliance with State Requirements for Employment of Apprentices**

*(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Sub Contractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.*

## STAFF REPORT



DATE: January 8, 2021  
TO: MORPD Advisory Board of Directors  
FROM: J.R. Hichborn, Parks Superintendent  
SUBJECT: Approve Contract Amendment for Custodial Services

### **BACKGROUND:**

The contract for custodial services was due to expire May 31, 2020. Due to interruptions from COVID19 pandemic, staff had a verbal agreement with the current vendor, City Wide to continue custodial services on a month to month basis for the amount of \$4,675 per month plus the cost of custodial supplies.

### **DISCUSSION:**

District operations have continued during the COVID19 pandemic. The proposed amendment is attached (**attachment A**) to the Districts existing Custodial Services Contract. This amendment will extend the contracted services for custodial maintenance services to May 31, 2021. In addition to the contract extension this amendment will add the job duties of locking the Districts park gates seven nights per week for an increase of \$325 per month for the remaining five months of the contract.

### **RECOMMENDATION:**

That the Advisory Board of Directors approve the contract amendment for custodial services through May 31, 2021.



**Contract Amendment**

**This contract amendment** dated on this 22<sup>nd</sup> day of December 2020

**Between:**

Mission Oaks Recreation and Park District  
And  
City Wide Maintenance Services

**Background:**

- A. Mission Oaks Recreation and Park District and City Wide Maintenance Services (the “parties”) entered into the contract (the “contract”) dated September 8, 2015 for the purposes of custodial services.
- B. The parties desire to amend the contract on the terms and condition set forth by this amendment (the “agreement”).
- C. This agreement is the first amendment to this contract.
- D. References in this agreement in the contract are to the contrast as previously amended or varied.

**In consideration of** the parties agreeing to amend their obligations in the existing contract, and other valuable consideration, the receipts and sufficiency of which is hereby acknowledged, the parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

- 1. The contract amendments as follows:
  - a. Extend the contract to expire on May 31, 2021.
  - b. Add additional services of locking District gates and restrooms at Mission North, Swanston, Gibbons, Eastern Oak, Valley Oak, Ashton, and Hazelwood Greens for a monthly nominal increase of \$325.00.

**In witness whereof** the parties have duly affixed their signatures on this 22<sup>nd</sup> day of December 2020.

Mission Oaks Recreation & Parks District

Authorized signature:\_\_\_\_\_.

J.R. Hichborn Parks Superintendent

City Wide maintenance services

Authorized Signature:\_\_\_\_\_.

Scott Waters Owner & CEO

# STAFF REPORT



DATE: January 8, 2021

TO: MORPD Advisory Board of Directors

FROM: Daniel Barton, District Administrator

SUBJECT: Award Contract for Audit Services for Fiscal Years 2019 and 2020 combined and an option for FY2021 and FY2022.

**DISCUSSION:**

Several issues such as illness, staffing, and COVID-19 have caused the delay in completing Fiscal Year 2019 and 2020 audits. It was determined that the District would be better served to go out for a Request for Proposal in order to find new accounting and audit firms willing to combine the years mentioned in one request with an option for two subsequent years. The audit for Fiscal Year 2019 and 2020 would be independent of each other but completed at the same time and would bring the District in compliance with state law and county policy.

A list of firms (**attachment A**) and the cost proposal (**attachment B**) are attached for your review. Of the seven firms contacted through mail two proposals were local firms including the Districts current vendor Fechter & Associates. The RFP was also posted on the California Special District Association (CSDA) website from which the District received two proposals.

Fechter & Associates has been with the District since 2015 and have been a solid and reliable firm to work with.

Firm	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Fechter & Company	\$10,400	\$10,000	\$11,400	\$11,600
Harshwal & Company LLP	\$22,520 (\$11,260)		\$24,200 (\$12,100)	
James Marta & Company LLP	\$12,000	\$12,600	\$14,500	\$15,000
JJCPA, Inc	\$13,000	\$12,000	\$15,000	\$15,000

**RECOMMENDATION:**

That the Advisory Board of Directors accept the proposal from Harshwal & Company LLP as the new Finance Manager will have an opportunity to learn more about the District history and plan for its future.

## Audit Firms

1. *Craig R. Fechter,  
Fechter & Company  
2865 Sunrise Blvd., Suite 102  
Rancho Cordova, CA 95742* (916) 979-7671 / 244-0116 fax  
[www.fechtercpa.com](http://www.fechtercpa.com)
2. *Kilcore & Co. Accountancy  
3001 El Camino Ave  
Sacramento, CA 95825* [kilgorecpa@broadly.com](mailto:kilgorecpa@broadly.com)  
[www.kilgorecpa.com](http://www.kilgorecpa.com)
3. *Larry Bain  
3905 Jennings Court  
West Sacramento, CA 95691* (916) 601-8894  
[lpbain@sbcglobal.net](mailto:lpbain@sbcglobal.net)
4. *Innovative Solutions  
1601 Response Road, Suite 110  
Sacramento, CA 95815* [info@innovativecpas.com](mailto:info@innovativecpas.com)  
[www.innovativecpas.com](http://www.innovativecpas.com)
5. *Ralph A. Marcello, CPA & Company  
P.O. Box 60127  
Sacramento, CA 95860* (916) 704-6003/Fax 979-9079  
[www.marcello-cpa.com](http://www.marcello-cpa.com)  
[auditor5@marcello-cpa.com](mailto:auditor5@marcello-cpa.com)
6. *James Marta & Company LLP  
Certified Public Accountants  
701 Howe Ave, Suite E3  
Sacramento, CA 95825* (916) 993-9494  
[www.jpmpcpa.com](http://www.jpmpcpa.com)
7. *Mann, Urrutia, Nelson CPAs & Associates  
1760 Creekside Oaks, Suite 160  
Sacramento, CA 95833* (916) 929-0540  
[www.muncpas.com](http://www.muncpas.com)

From CSDA website:

1. *JJACPA  
7080 Donlan Way, Suite #204  
Dublin, CA 94568*
2. *Harshwal & Company LLP  
7677 Oakport Street, Suite 460  
Oakland, CA 94621*



**Fechter & Company**  
Certified Public Accountants

3445 American River Drive, Suite A  
Sacramento, Ca 95864  
(T) 916.333.5360 (F) 916.333-5370

cfechter@gmail.com  
www.fechtercpa.com

**Company Representative:** Craig R. Fechter, CPA MST

# Mission Oaks Recreation and Park District

## December 23, 2020

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Fechter & Company. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties.

# Cost Proposal for Fiscal Auditing Services

For the Years Ending

June 30, 2019 and 2020, with the option to  
extend for two (2) subsequent years.

# Cost Summary



## PROPOSED AUDIT FEE SCHEDULE

	Hours /Year	Hourly Rate	Total FY 2019	Total FY 2020	Total FY 2021	Total FY 2022
Partner	10	\$225	\$2,250			
Manager	37	150	\$5,550			
Professional Staff	58	75	\$4,350			
Clerical/Support Staff	20	50	\$1,000			
Sub-total	125		13,150			
Less Professional discount			(3,150)			
Discounted fee			10,000	10,000	11,000	11,200
Direct Expenses (travel, printing, etc.)			400	-	400	400
<b>Total</b>			<b>\$10,400*</b>	<b>10,000*</b>	<b>\$11,400</b>	<b>\$11,600</b>

\*Please note that combined fees for FYs 2019 and 2020 will be a total of \$20,400 for 250 hours invested.

The above fee quote is a fixed price to be charged for all services rendered in connection with the audit. Our best understanding is that the following must be performed – performing auditing standards under GAAP standards, preparing the financial statements, and other reports as requested.

SCHEDULE OF HOURLY BILLING RATES FOR CLASSES OF PROFESSIONAL PERSONNEL EXPECTED TO WORK ON THE ENGAGEMENT:	Hourly Rate FY 2021
	<b>Partner</b>
<b>Manager</b>	150
<b>Professional Staff</b>	75
<b>Clerical/Support Staff</b>	50

*December 21, 2020*

Mission Oaks Recreation and Park District  
ATTN: Daniel Barton, District Administrator  
3344 Mission Avenue  
Carmichael, CA 95608

**Dear Daniel Barton and Evaluation Committee Members,**

The partners and staff at Harshwal & Company, LLP are pleased to present our cost proposal to provide professional auditing services. Our firm has experienced continuous growth and success as we meet and exceed client expectations. Our overall goal is to provide responsive, innovative services of the highest quality to our clients. We understand that the Mission Oaks Recreation and Park District (referred to later in this proposal as the "MORPD") requires a timely audit service; we are committed to meeting all terms, conditions and requirements addressed in this request for proposal. With our experience and knowledge, we fully understand the requirements and your expectations for the services to be provided.

We strive to provide exceptional staff, quality, and value at the lowest possible fees consistent with the expectations of the MORPD. Our rates are competitive, even with our depth of experience and commitment to quality. *The all-inclusive fee for the entire scope of services will be \$22,520.00. The fee bifurcation has been provided in the "cost proposal."*

*Our Managing Partner, Mr. Sanwar Harshwal, is authorized to represent the firm and he is the authorized person to contractually obligate the firm, to negotiate the contract on behalf of the firm and to be contacted for clarification questions regarding the RFP. He can be reached at 16870 W. Bernardo Drive, Suite 250, San Diego CA 92127; Phone No. (858) 784-1622, Fax No. (858) 964-3754 or via an email at [sanwar@harshwal.com](mailto:sanwar@harshwal.com).*

*Harshwal & Company, LLP is a small business enterprise that is SBA 8(a) certified, GSA vendor and a 100% minority owned CPA firm.*

*We thank you for your consideration and hope that you will provide us with the opportunity to serve your esteemed organization with our services.*

Sincerely,

**Harshwal & Company, LLP**  
**Certified Public Accountants**



**Sanwar Harshwal, CPA, CIA, CISA, CFE**  
**Managing Partner**



**COST PROPOSAL**

***Total All-Inclusive Maximum Price***

Our fees are generally lower than other competing firms since we keep our overhead low; we follow a scientific audit approach and we make extensive use of emerging technologies that allow us to conduct audits efficiently. Our policy is to provide you exceptional service that meets and exceeds professional auditing standards at a competitive cost.

***Summarized below are the professional fees for the MORPD's audit services for the FY 2019-2022:***

<b>Audit Area - Description</b>	<b>FY 2019 &amp; 2020</b>	<b>FY 2021 &amp; 2022 (Optional)</b>
Financial Statement Audit of the District.....	16,320.00	17,500.00
District's Comprehensive Annual Financial Report.....	3,000.00	3,300.00
Single Audit - up to 1 Major Program.....	3,200.00	3,400.00
<b><i>Total out-of-pocket expenses</i></b>	Included	Included
<b><i>Total Fees</i></b>	<b>\$22,520.00</b>	<b>\$24,200.00</b>

➤ ***The Financial Statement Audit includes State Controller Annual Report and Financial Transaction Report Submission.***

**Rates by Partner, Manager and Staff:**

<b>Our estimated hours:</b>			
<b>Description - Team Composition</b>	<b>Est. Hours</b>	<b>Hourly Rates</b>	<b>Fees</b>
Partner	10	\$290	\$ 2,900.00
Manager	24	175	4,200.00
Senior Auditors	45	120	5,400.00
Staff Auditors	100	95	9,500.00
Clerical	8	65	520.00
<b><i>Total</i></b>	<b>187</b>		<b>\$22,520.00</b>

***Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates***

The Firm's policy is to maintain flexible billing rates in order to meet the needs of clients and help them control costs. In the interest of continuing our long-term relationship, we will absorb all costs required to familiarize ourselves with the operations and accounting systems, as well as, travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the Mission Oaks Recreation and Park District. These costs will also be absorbed by the Firm.



**Rates for Additional Professional Services**

Below are the Firm's standard hourly billing rates, delineated by staffing levels:

Auditor's Standard Hourly Billing Rates	
Managing Partner	\$ 290.00
Manager	\$ 175.00
Senior Auditor	\$ 120.00
Staff Auditor	\$ 95.00
Clerical	\$ 65.00

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the Mission Oaks Recreation and Park District will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above quoted hourly rates.

**Manner of Payment**

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the Mission Oaks Recreation and Park District, at the rates outlined in the Total All-Inclusive Maximum Price section, in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
For Planning	10%
For Interim work	40%
For Year-End work	40%
At Presentation and Acceptance of Final Reports	10%
<b>Total</b>	<b>100%</b>

**Benefits of Choosing the Harshwal & Company, LLP**

The Harshwal & Company, LLP is recognized for its professionalism, integrity, and providing clients with effective resolutions for their unique circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Harshwal & Company, LLP's main objective is always to provide the Mission Oaks Recreation and Park District with solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allows us to provide a superior level of service.







James Marta & Company LLP  
Certified Public Accountants

ACCOUNTING • AUDIT • CONSULTING • TAX

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**COST PROPOSAL – MISSION OAKS RECREATION AND PARK DISTRICT**

Classification	Total Hours	Hourly Rate	Total
Partner	20	\$ 275	\$ 5,500
Supervisor	20	165	3,300
Senior	40	135	5,400
Staff	40	110	4,400
Subtotal	120		\$ 18,600
Professional discount			\$ (6,600)
Total Fees			\$ 12,000

**MORPD Audit (included in All Inclusive Fee above)**

MORPD Audit, June 30, 2019	\$	12,000
MORPD Audit, June 30, 2020	\$	12,600
MORPD Audit, June 30, 2021	\$	14,500
MORPD Audit, June 30, 2022	\$	15,000

**NOTES, EXCLUSIONS AND ADDITIONS**

Note: Payment by Credit Card is subject to a 5% processing fee.

The fees quoted are based upon several assumptions about the adequacy of the accounting records, the degree of assistance to be provided by your personnel, and current auditing and accounting standards.

Our fees do not include services such as closing year-end accounts or account reconciliations. If extraordinary matters come to our attention (i.e. significant changes in your operations, material weakness in your internal controls, etc.) that require an extension of our services, we will consult with you concerning additional work to be done by you and/or an adjustment to our fees. We will submit monthly progress billings during the audit process.

In the event that the GASB, AICPA, GAO, or the State issues additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you. Before proceeding, we will prepare an estimate (if necessary) for performing the additional work.

**ENGAGEMENT LETTER**

When conducting a Financial Audit, a CPA is bound by professional standards that require both parties to act according to specific terms and responsibilities, defined by the American Institute of Certified Public Accountants (AICPA). Upon award, James Marta & Company will prepare and provide a draft Engagement Letter that addresses these responsibilities.

**Cost Proposal for Auditing Services for  
Mission Oaks Recreation & Park  
District**



**JJACPA, Inc.**

**A Professional Services Corporation**

7080 Donlon Way, Suite #204  
Dublin, CA 94568-2789  
(925) 556-6200

1102 South Main Street, Suite #1  
Fort Bragg, CA 95437-5305  
(707) 964-6325

Contact: Joseph Arch, President/CEO  
Email: [joe@jjacpa.com](mailto:joe@jjacpa.com)  
Cell: (650) 868-8504

**TAB H - COSTS PROPOSAL FORM**

In accordance with the Request for Proposal for Professional Auditing Services issued by the Mission Oaks Recreation and Park District, JJACPA, Inc. hereby submits the following fee schedule:

<b>Audit Services</b>	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>
District Audit, CAFR, and Related Reports	\$13,000	\$12,000	\$15,000	\$15,000
GANN Limit				
Single Audit Act Report				
Annual Report of Financial Transaction to the State Controller				
Other - Specify:				
<b>Total</b>	<b>\$13,000</b>	<b>\$12,000</b>	<b>\$15,000</b>	<b>\$15,000</b>

In addition, please find below an hourly fee quotation for all positions to be assigned to the audit. The following items from the RFP will be charged at the hourly rates listed, unless otherwise agreed.

<b>Positions</b>	<b>Hours</b>	<b>Hourly Rate</b>
Partners		\$200
Managers		\$150
Supervisory Staff		\$125
Professional Staff		\$100
Clerical / Support Staff		\$75
Other (IT Specialist)		\$175
Other (Technical Reviewer)		\$200

**Auditor’s Standard Billing Rates**

If it should become necessary for the District to request JJACPA to render any additional services, either to supplement the services provided in this proposal or to perform additional work, then such additional work shall be agreed upon in an addendum to the contract between the District and the firm as provided in the request for proposal. Any such additional work agreed to between the District and the firm shall be performed at the quoted hourly rates established above.

**Manner of Payment**

Amounts will be invoiced not more than once a month as work is performed on a progress billing basis, in which detail of the expenses and the period for which payment is requested.

**No Cost Services**

JJACPA, Inc. is pleased to offer certain services to the District at no charge. The reason our firm provides these services gratis is to show our commitment to building a strong and beneficial relationship with our clients. Unlike other firms, we do not charge our clients every time they contact us with questions that come up throughout the year regarding accounting or financial matters. These communications are considered to be part of our services and if the matter requires extensive research or additional service, we will inform you in advance along with a cost estimate for your approval.



# STAFF REPORT

DATE: January 8, 2021  
TO: MORPD Advisory Board of Directors  
FROM: Debra Tierney, Clerk of the Board  
SUBJECT: Adopt proposed 2021 Meeting Schedule

**BACKGROUND:**

The Advisory Board of Directors should adopt an annual meeting calendar each January, setting regular meeting dates to help facilitate and coordinate agenda scheduling and meeting preparation.

**DISCUSSION:**

The board holds meetings on the second Tuesday of each month beginning at 6 pm. Some meetings are scheduled for a different Tuesday during the planning process when it is known that absences will result in a loss of quorum. Occasional Special Meetings are scheduled during the year; proper notice in accordance with the Brown Act occurs. Due to the State of California’s shelter in place orders, our Advisory Board of Directors Meeting will be held remotely via Zoom Meetings until further notice. Meeting agendas are posted at the District Office, Community Centers and on the District’s website 72 hours prior to each meeting.

Adopting the 2021 Advisory Board of Directors Meeting calendar (**attachment A**) in January will allow the Clerk of the Board to plan appropriately for staffing needs to prepare agendas, schedule agenda items, and meet Brown Act noticing requirements timely and efficiently. It will also afford the public an opportunity to participate in local government.

The Ralph M. Brown Act (Gov. Code §54950 et. seq) is the open meetings law for local public agencies in California. The rules pursuant to the Brown Act provide for notice to the public before the Board meeting and opportunities for the public to participate during the meeting with exceptions prescribed within the Brown Act. Adopting an annual calendar with prescribed dates allows the public greater opportunity to participate in government meetings.

**RECOMMENDATION:**

That the board discuss and adopt the proposed 2021 Advisory Board of Directors meeting calendar.

**PROPOSED 2021 Advisory Board of Directors Meeting Schedule**

January 12, 2021

February 9, 2021

March 9, 2021

April 13, 2021

May 11, 2021

June 8, 2021

July 13, 2021

August 10, 2021

September 14, 2021

October 12, 2021

November 9, 2021

December 14, 2021