



The November 19, 2014 Board Meeting of the Pleasant Hill Recreation & Park District Board of Directors was called to order by Board Chair Sterrett at 7:02 p.m. in the Conference Room at the Administration Office.

**PLEDGE OF ALLEGIANCE**

Board Chair Sterrett led the Pledge of Allegiance.

**ROLL CALL**

**BOARD PRESENT:** Sterrett, Bonato, Shess, Glover, Donaghu

**STAFF PRESENT:** Young, Blair, Hurtado

**PUBLIC COMMENT**

Jim Utz, resident of Lafayette and member of the Pleasant Hill Tennis Club, was present to give the Board an update on the proposed renovation of the tennis courts at Pleasant Hill Middle School. Utz distributed information to the Board regarding the resurfacing of the courts. He commented that he is hoping additional funds needed for the project will come from other entities in the Community, and that the group will not need to come to the District to ask for money. Utz stated that he hoped the Pleasant Hill Recreation & Park District, not the Mount Diablo Unified School District, will undertake the bid process for the project. He commented that once the work is completed he is hoping to have programs for all ages.

Board Member Donaghu asked how long the work is expected to take. Utz said it would be approximately eighteen days.

Board Member Bonato would like to see this item agendized to the Board in March.

All the Board Members encourage Utz to meet with the General Manager about the project.

**CONSENT CALENDAR (ACTION)**

- a. **TO APPROVE BILLS TO BE PAID**
- b. **TO APPROVE MINUTES OF AUGUST 14, 2014**
- c. **TO APPROVE RESOLUTION HONORING PAT WILLIAMS**

Upon motion of Board Members Donaghu & Bonato the Board approved the Consent Calendar with the corrections to the August 14, 2014 minutes.

Board Member Bonato asked the General Manager to look into the appropriate wording for the minutes regarding the closed session.

**EX-OFFICIO MEMBER REPORT, ALLIE NACCARA – COLLEGE PARK HIGH SCHOOL**

Ex-Officio Naccara gave the following report:

**Teen Council news:**

- Breakfast with Santa on December 13, 2014 will also be a canned food drive.
- They will be helping with the District's Holiday Festival on December 10, 2014.

- They are planning a Prom Fashion show fundraiser luncheon for February 8, 2015 at the Senior Center. All the members of the Council will either be in dresses or tuxedos
- They are planning a High School dance for the end of May to be held at the Community Center.

**College Park news:**

- A doubles tennis team was sent to the NCS Tennis Tournament.
- There was an earthquake drill at the school today.
- There will be locker repairs done over the Thanksgiving break.
- There will be a "Poetry Out" loud recital on December 4, 2014.
- The CML test was yesterday.
- The Senior Class Breakfast will be on December 1, 2014.

**REPORT ON THE SEPTEMBER 30, 2014 QUARTERLY FINANCIAL REPORT**

- **REVIEW OF INVESTMENT REPORT**
- **REVIEW OF PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

Accounting Supervisor Mark Blair was present to give the Board a report on the September 30, 2014 quarterly financial report. Blair reported that the bottom line results for the General Fund show a loss of \$844,500 compared to a loss of \$629,400 for the 2013-14 fiscal year. He stated the major contributors to the loss are; Long Term Debt expenses being up \$92k due to loan refinancing in the prior year that changed the repayment schedules, Capital Expenses are up \$53k, mainly due to the cost of the water damage at the Community Center that will be credited when the insurance proceeds are received, and Athletics is showing a reduction in year to date profits of \$40k when compared to last year.

Blair reported that the District has received \$108k in Unsecured tax payment where none had been received as of last year. He commented that property taxes the District receives should be higher than last year based on the County reports that forecast anticipated tax revenue. Blair reported that the overall program revenue is up by 17% compared to last year. He said having the new buildings up and running is the main contributor to this increase. Blair reported that overall program expenses are up by 19% compared to last year. He commented that the largest cost increases were in the same departments that also generated the largest revenue increase.

The Board thanked Blair for his report.

**PROGRAM COMMITTEE REPORT**

- **REVIEW OF WINTER/SPRING SPOTLIGHT**

Board Member Shess reviewed the Winter/Spring Spotlight with the Board. He commented that he was very pleased with the Spotlight layout. He shared other agencies catalogs with the Board.

Board Member Donaghu commented that the District's Spotlight is more personal than the other catalogs.

Board Chair Sterrett stated that she would like the word "FREE" to stand out more.

The Board all thought the pictures were great.

The Board discussed the staff's decision to move many of the Senior classes into the Adult classes section. Board Member Bonato would like to see the Senior Membership information listed on the Senior Pages.

Board Member Shess stated that there could have been more Rodgers Ranch information in the Spotlight, but the group did not have all their information prepared by the Spotlight deadline.

Board Member Bonato would like to see the Ed to Go classes promoted more. Recreation Superintendent Young said Adult classes Coordinator Holly Frates is looking more closely at the Ed to Go program. Bonato would like staff to research other options than Ed to Go.

The Board thanked the Program Committee for their report.

### **SELECTION OF BOARD OFFICERS (ACTION)**

- **CHAIR**
- **VICE-CHAIR**
- **SECRETARY**

Upon motion of Board Members Donaghu & Shess the Board approved the Board Officers to be Chair: Sandra Bonato, Vice-Chair: Zac Shess, and Secretary: Dennis Donaghu.

### **LAND & FACILITY DEVELOPMENT COMMITTEE REPORT**

#### **a. TO REVIEW STORAGE FACILITY AT PLEASANT OAKS PARK**

Board Member Shess reported that the Land & Facility Committee met with representatives of the Pleasant Hill Baseball Association on Thursday, November 13, 2014 to review the proposed storage facility at Pleasant Oaks Park. He commented that the Board had previously asked Pleasant Hill Baseball Association (PHBA) to look into different location ideas for the facility within the park. Shess reviewed with the Board the location ideas that had been discussed at the Land & Facility Committee meeting. He also discussed the design of the building. He commented that the Committee was pleased with everything PHBA has proposed. He reported that the location of the facility will require the removal of trees and the loss of four parking spaces. Shess reported that the Board will be reviewing the plans before they are submitted to the City.

Board Chair Sterrett asked about an ownership contract. Mark Rolendelli, who was present, said the contract with the District will be put into place. Sterrett asked if the building will be large enough for the groups needs. Rolendelli said it will be.

Board Member Bonato asked if the plans will be brought to the Board to review and take action on at the same meeting. Shess commented that the Land & Facilities Committee is hoping it will be.

### **BOARD ANNOUNCEMENTS AND REQUESTS TO STAFF**

**Donaghu** made the following announcements/questions:

- He attended the Chamber mixer at The Chateau last week. He said it was well done.
- He questioned the amount of mirrors in the women's bathroom at the Community Center. He has heard comments that they are not adequate for more than one rental at the same time in the Community Center. Recreation Superintendent Young said she had not received any complaints, but that she will look into the issue.

**Bonato** made the following announcements/questions:

- She reminded everyone of the CERT speaker series at the Community Center tomorrow night at 7:00. She said the topic this time is on flooding.

- She complimented the Land & Facilities Committee and the Program Committee for their work.

**Shess** made the following announcements/questions:

- He may be late to the Oversight Working Group study session tomorrow night.

**Glover** made the following announcements/questions:

- He commented that a friend of his attended a Realtor meeting at the Community Center, and said that the WIFI system did not work well. Recreation Superintendent Tina Young said she had not heard this, but will look into the issue further.

**Sterrett** made the following announcements/questions:

- She has completed the Ethics training.
- She attended the Library Task Force meeting.
- She asked how the meeting went with the District and the Library staff. Young said it went very well. She commented that both groups are looking into more future collaboration.
- She reminded everyone that this Friday is the Thanksgiving Luncheon at the Senior Center.

### **STAFF ANNOUNCEMENTS**

The Recreation Superintendent made the following announcements:

- The "Hospice Tree of Lights" Ceremony is tomorrow night at 5:30 p.m.
- The Holiday Boutique is at the Senior Center this weekend.
- The Holiday Festival is December 10, 2014.
- Board Chair Sterrett asked Young if she knew who was cooking the Breakfast with Santa. Young said she will confirm that it is not the Lions Club.

### **ADJOURNMENT**

Board Chair Sterrett adjourned the meeting at 9:20 p.m.

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Tina Young, Acting Clerk of the Board

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21004	02/26/2015	AllWast	Allied Waste Services #210	2,210.68	000000
21005	02/26/2015	AmFidAs	American Fidelity Assurance	78.38	000000
21006	02/26/2015	ATT3	ATT CALNET 2	214.34	000000
21007	02/26/2015	AVCSolu	AVC Solutions Inc.	7,626.15	000000
21008	02/26/2015	BillAce	Bill's Ace Hardware	59.36	000000
21009	02/26/2015	CCCOofEd	Contra Costa County Office of	25.00	000000
21010	02/26/2015	CCTimes	Contra Costa Times	139.20	000000
21011	02/26/2015	CenCon	Central Contra Costa Sanitary	1,702.25	000000
21012	02/26/2015	CintCorp	Cintas Corp # 185	271.26	000000
21013	02/26/2015	Cleansou	Cleansource	2,074.50	000000
21014	02/26/2015	Cyber	Cybercopy	58.11	000000
21015	02/26/2015	DelDen	Preferred Benefit	3,561.60	000000
21016	02/26/2015	Denelect	Denalect Alarm Company	178.50	000000
21017	02/26/2015	DepJus3	Department Of Justice	64.00	000000
21018	02/26/2015	Egroup	The E Group, LLC	300.00	000000
21019	02/26/2015	Ewing	Ewing Irrigation	101.90	000000
21020	02/26/2015	FranTx	Franchise Tax Board	105.00	000000
21021	02/26/2015	Gametim	Gametime	922.20	000000
21022	02/26/2015	GenPlum	General Plumbing Supply	364.81	000000
21023	02/26/2015	HurdAss	Hurd & Associates	8,842.50	000000
21024	02/26/2015	HydeP	Hyde Printing & Graphics	521.02	000000
21025	02/26/2015	KaisFou	File #73029 Kaiser Foundation Health Plan	30,400.00	000000
21026	02/26/2015	KellMic	Michael Keller	80.00	000000
21027	02/26/2015	KinsKar	Karen Kinsch	272.50	000000
21028	02/26/2015	LahlBil	Bill Lahl	264.00	000000
21029	02/26/2015	Legal S	Legal Shield	47.85	000000
21030	02/26/2015	LincEqu	Lincoln Aquatics	545.21	000000
21031	02/26/2015	LukeDes	Luke Design Associates	2,500.96	000000
21032	02/26/2015	McInerne	McInerney & Dillon	4,875.93	000000
21033	02/26/2015	PERS	PERS	18,644.67	000000
21034	02/26/2015	PG&E	Pacific Gas & Electric Co	1,156.37	000000
21035	02/26/2015	PhPol	Pleasant Hill Police Departmen	332.13	000000
21036	02/26/2015	PhSen	Pleasant Hill Seniors Club	645.77	000000
21037	02/26/2015	PleaHill	Pleasant Hill Rec & Park Distr	124,608.01	000000
21038	02/26/2015	PurcPow	Purchase Power	78.12	000000
21039	02/26/2015	RedfordA	Ashley Redford	105.00	000000
21040	02/26/2015	RotoRoot	Roto-Rooter Sewer Service	1,113.25	000000
21041	02/26/2015	Shn	SHN-Group Sales	990.00	000000
21042	02/26/2015	Standard	Standard Insurance Company	1,484.51	000000
21043	02/26/2015	The Asso	The Association for the Preser	1,500.00	000000
21044	02/26/2015	Travel	Travel Center, Trust Account	1,750.00	000000
21045	02/26/2015	USBank	U.S. Bank	2,443.33	000000
21046	02/26/2015	VSP	Preferred Benefit	61.80	000000
21047	02/26/2015	WhitCas	Casey White	360.00	000000

**CHECK TOTAL: \$223,680.17**

# Accounts Payable

## Computer Check Proof List

User: julie  
 Printed: 02/19/2015 - 12:49 PM



# Pleasant Hill Recreation & Park District

People, Parks & Programs Since 1951

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: AllWast	Allied Waste Services #210				
0210-005386652	Paso Nagal	75.58	02/26/2015	Check Sequence: 1 100-0000-12100	ACH Enabled: No dumpsters
0210-005386652	Paso Nagal	92.38	02/26/2015	100-1300-65720	dumpsters
0210-005386652	WC	203.27	02/26/2015	100-1230-65720	dumpsters
0210-005387359	SC	630.23	02/26/2015	100-1220-65720	dumpsters
0210-005396363	PH Pk	134.45	02/26/2015	100-1280-65720	dumpsters
0210-005396363	PH Pk	134.45	02/26/2015	100-1210-65720	dumpsters
0210-005396363	PH Pk	134.45	02/26/2015	100-1255-65720	dumpsters
0210-005402734	CC	805.87	02/26/2015	100-1231-65720	dumpsters
	Check Total:	2,210.68			
Vendor: AmFidAs	American Fidelity Assurance				
03/2015	American Fidelity Life	39.19	02/12/2015	Check Sequence: 2 100-0000-21360	ACH Enabled: No
03/2015	American Fidelity Life	39.19	02/26/2014	100-0000-21360	
	Check Total:	78.38			
Vendor: ATT3	ATT CALNET 2				
6204649	WC elevator, fax	73.12	02/26/2015	Check Sequence: 3 100-1230-65365	ACH Enabled: No phones
6208998	WC	42.26	02/26/2015	100-1230-65365	phones
6208999	WC DSL	98.96	02/26/2015	100-1230-65365	phones
	Check Total:	214.34			
Vendor: AVC Solu	AVC Solutions Inc.				
1092	ceiling CC	7,626.15	02/26/2015	Check Sequence: 4 100-1500-80313	ACH Enabled: No projector
	Check Total:	7,626.15			
Vendor: BillAce	Bill's Ace Hardware				
426688	epoxy	59.36	02/26/2015	Check Sequence: 5 100-1280-75530	ACH Enabled: No parts & supplie
	Check Total:	59.36			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:CCCOofEd 3862	Contra Costa County Office of Hentschel Check Total:	25.00 25.00	02/26/2015	Check Sequence: 6 100-1250-75620	ACH Enabled: No fingerprints
Vendor:CCTimes 01282015	Contra Costa Times 24 weeks Check Total:	139.20 139.20	02/26/2015	Check Sequence: 7 100-1100-73335	ACH Enabled: No paper
Vendor:CenCon 01162015	Central Contra Costa Sanitary parks Check Total:	1,702.25 1,702.25	02/26/2015	Check Sequence: 8 100-1300-65710	ACH Enabled: No recycled water
Vendor:CintCorp 185496804 185497623 185498432	Cintas Corp # 185 terry towels terry towels terry towels Check Total:	90.42 90.42 90.42 271.26	02/26/2015 02/26/2015 02/26/2015	Check Sequence: 9 100-1220-75515 100-1220-75515 100-1220-75515	ACH Enabled: No janators janators janators
Vendor:Cleansou 1592647-00 1592904-00 1593177-00 1594731-00 1595320-00	Cleansource towel roll platex plas towel rolls towel roll hand liquid Check Total:	249.35 542.19 574.56 229.75 478.65 2,074.50	02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015	Check Sequence: 10 100-1230-75515 100-1220-75515 100-1255-75515 100-1230-75515 100-1231-75515	ACH Enabled: No RR supplies RR supplies RR supplies RR supplies RR supplies
Vendor:Cyber 6394	Cybercopy come together Check Total:	58.11 58.11	02/26/2015	Check Sequence: 11 100-1255-75625	ACH Enabled: No copies
Vendor:DelDen 03/2015 03/2015 03/2015 03/2015 03/2015 03/2015 03/2015	Preferred Benefit Delta Dental Delta Dental Delta Dental Delta Dental Delta Dental Delta Dental Delta Dental	70.40 381.82 153.08 51.02 2,739.78 70.40 7.10 88.00	02/26/2015 02/26/2014 02/12/2015 02/12/2015 02/26/2014 02/26/2015 02/26/2015 02/26/2014	Check Sequence: 12 100-0000-21310 100-0000-21310 100-0000-21310 100-0000-21310 100-0000-21310 100-0000-21310 100-1100-55310 100-0000-21310	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,561.60			
Vendor:Denelect r15516 r16001	Denalect Alarm Company WC DO Check Total:	81.00 97.50 178.50	02/26/2015 02/26/2015	Check Sequence: 13 100-1230-75515 100-1210-75515	ACH Enabled: No alarms alarms
Vendor:DepJus3 79875 79875	Department Of Justice McSwain Ellingson Check Total:	32.00 32.00 64.00	02/26/2015 02/26/2015	Check Sequence: 14 100-1250-75620 100-1260-75100	ACH Enabled: No background background
Vendor:Egroup 10309	The E Group, LLC quarterly fees Check Total:	300.00 300.00	02/26/2015	Check Sequence: 15 100-1100-70000	ACH Enabled: No unemployment
Vendor:Ewing 9179867	Ewing Irrigation valve Check Total:	101.90 101.90	02/26/2015	Check Sequence: 16 100-1300-75511	ACH Enabled: No irrigation part
Vendor:FranTx 021315	Franchise Tax Board Margret R Graves Check Total:	105.00 105.00	02/26/2015	Check Sequence: 17 100-0000-21390	ACH Enabled: No
Vendor:Gametim PJI-6637	Gametim equipment Check Total:	922.20 922.20	02/26/2015	Check Sequence: 18 100-1300-75520	ACH Enabled: No playground
Vendor:GenPlum s3813927.001 s3833046.001 s3842254.001	General Plumbing Supply assembly bubbler head valve Check Total:	211.31 84.17 69.33 364.81	02/26/2015 02/26/2015 02/26/2015	Check Sequence: 19 100-1300-75505 100-1300-75520 100-1300-75520	ACH Enabled: No parts parts parts
Vendor:HurdAss 56503	Hurd & Associates Spr/Sum Spotlight Check Total:	8,842.50 8,842.50	02/26/2015	Check Sequence: 20 100-1290-75624	ACH Enabled: No design

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:HydeP 68931	Hyde Printing & Graphics envelopes Check Total:	521.02 521.02	02/26/2015	Check Sequence: 21 100-1100-75500	ACH Enabled: No printing
Vendor:KaisFou 03/2015	File #73029 Kaiser Foundation Health Plan Kaiser	27,832.27	02/26/2014	Check Sequence: 22 100-0000-21300	ACH Enabled: No
03/2015	Kaiser	854.00	02/26/2014	100-0000-21300	
03/2015	Kaiser	425.71	02/12/2015	100-0000-21300	
03/2015	Kaiser	307.49	02/26/2014	100-0000-21300	
03/2015	Kaiser	954.79	02/26/2014	100-0000-21300	
03/2015	Kaiser	25.74	02/26/2014	100-0000-21300	
	Check Total:	30,400.00			
Vendor:KellMic 01312015	Michael Keller basketball 4 games Check Total:	80.00 80.00	02/26/2015	Check Sequence: 23 100-1250-75622	ACH Enabled: No offical
Vendor:KinsKar 2260.501	Karen Kinsch mediation Check Total:	272.50 272.50	02/26/2015	Check Sequence: 24 100-1220-75545	ACH Enabled: No instructor
Vendor:LahlBil 4608.502	Bill Lahl retirement Check Total:	264.00 264.00	02/26/2015	Check Sequence: 25 100-1240-75620	ACH Enabled: No instructor
Vendor:Legal S 02/2015	Legal Shield Legal Shield Check Total:	47.85 47.85	02/26/2014	Check Sequence: 26 100-0000-21365	ACH Enabled: No
Vendor:LincEqu si257532	Lincoln Aquatics acid Check Total:	545.21 545.21	02/26/2015	Check Sequence: 27 100-1280-75527	ACH Enabled: No supplies
Vendor:LukeDes 13431	Luke Design Associates Kiosk	1,225.00	02/26/2015	Check Sequence: 28 100-1290-75625	ACH Enabled: No graphics
13435	Kiosks printing Check Total:	1,275.96 2,500.96	02/26/2015	100-1290-75625	design

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:McInerme 97102 97103	McInerney & Dillon PO Pk SC Check Total:	4,563.93 312.00 4,875.93	02/26/2015 02/26/2015	Check Sequence: 29 100-1100-70000 100-1100-70000	ACH Enabled: No legal legal
Vendor:PERS 021515 021515 021515 021515 021515 021515	PERS PERS PERS PERS PERS PERS PERS Check Total:	1,264.36 414.78 1,103.53 11,019.21 4,526.80 315.99 18,644.67	02/26/2015 02/26/2015 02/26/2015 02/26/2014 02/26/2014 02/26/2015	Check Sequence: 30 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250	ACH Enabled: No
Vendor:PG&E 02012015 02012015	Pacific Gas & Electric Co TC TC Check Total:	788.51 367.86 1,156.37	02/26/2015 02/26/2015	Check Sequence: 31 100-1255-65701 100-1255-65705	ACH Enabled: No utilities utilities
Vendor:PhPol 02062015	Pleasant Hill Police Departmen 2014 Blues & Brews Check Total:	332.13 332.13	02/26/2015	Check Sequence: 32 100-1265-75160	ACH Enabled: No police services
Vendor:PhSen 12132014	Pleasant Hill Seniors Club food costs- breakfast with Santa Check Total:	645.77 645.77	02/26/2015	Check Sequence: 33 100-1265-75150	ACH Enabled: No reimbursement
Vendor:PleaHill 021315	Pleasant Hill Rec & Park Distr Reimburse Payroll Check Total:	124,608.01 124,608.01	02/26/2015	Check Sequence: 34 100-0000-10410	ACH Enabled: No
Vendor:PurcPow 02062015	Purchase Power DO Check Total:	78.12 78.12	02/26/2015	Check Sequence: 35 100-1100-75350	ACH Enabled: No postage
Vendor:RedfordA 2255.501	Ashley Redford stretch fit Check Total:	105.00 105.00	02/26/2015	Check Sequence: 36 100-1220-75545	ACH Enabled: No instructor

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:RotoRoot C367750	Roto-Rooter Sewer Service roof drain Check Total:	1,113.25 1,113.25	02/26/2015	Check Sequence: 37 100-1255-75515	ACH Enabled: No TC
Vendor:Shn 10032015	SHN-Group Sales Phantom 2893.015 Check Total:	990.00 990.00	02/26/2015	Check Sequence: 38 100-1220-75630	ACH Enabled: No Sen trips
Vendor:Standard 03/2015 03/2015 03/2015 03/2015	Standard Insurance Company LIFE/ADD/LTD/STD LIFE/ADD/LTD/STD LIFE/ADD/LTD/STD LIFE/ADD/LTD/STD Check Total:	1,222.21 220.76 33.74 7.80 1,484.51	02/26/2014 02/26/2014 02/12/2015 02/12/2015	Check Sequence: 39 100-0000-21320 100-0000-21320 100-0000-21320 100-0000-21320	ACH Enabled: No
Vendor:The Asso 04262015	The Association for the Preser final pymnt Day on Bay 2848.015 Check Total:	1,500.00 1,500.00	02/26/2015	Check Sequence: 40 100-1220-75630	ACH Enabled: No sen trips
Vendor:Travel 06102015 06102015 4863	Travel Center, Trust Account Beach 2912.015 Fiolo 2859.015 Finocchio 2858.015 Check Total:	250.00 1,250.00 250.00 1,750.00	02/26/2015 02/26/2015 02/26/2015	Check Sequence: 41 100-1220-75630 100-1220-75630 100-1220-75630	ACH Enabled: No sen trips sen trips sen trips
Vendor:USBank 021315 021315	U.S. Bank Pars #6746022400 Pars #6746022400 Check Total:	1,628.89 814.44 2,443.33	02/26/2014 02/26/2014	Check Sequence: 42 100-0000-21330 100-0000-21335	ACH Enabled: No
Vendor:VSP 03/2015 03/2015	Preferred Benefit PR Batch 101 2 2015 VSP Vision Employee VSP Vision Check Total:	13.60 48.20 61.80	02/26/2014 02/26/2014	Check Sequence: 43 100-0000-21300 100-0000-21300	ACH Enabled: No
Vendor:WhitCas 2232.501	Casey White watercolor Check Total:	360.00 360.00	02/26/2015	Check Sequence: 44 100-1220-75545	ACH Enabled: No instructor

**Invoice No**

**Description**

**Amount**

**Payment Date**

**Acct Number**

**Reference**

Total for Check Run:  
Total Number of Checks:

223,680.17  
44



## MEMORANDUM

TO: Board of Directors  
FROM: General Manager  
DATE: February 17, 2015  
RE: February 26, 2015 Board Meeting

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### **Final Report of the Bond Oversight Committee**

Enclosed in your packet is the final report including attachments of the Bond Oversight Committee. Chair Norm Vanhole will be on hand to present the final report of the Bond Oversight Committee.

## **Bond Oversight Committee Executive Summary Final Report as of December 31, 2014**

To the District Board and Members of the Public,

The Bond Oversight Committee (BOC) is pleased to present the final report on the capital program activities funded by Measure E bonds. In 2009, the Pleasant Hill Recreation & Park District (PHR&PD) voters approved a \$28 million bond measure that established a Bond Oversight Committee to be appointed by the Board of the District. This committee is comprised of seven citizens who have served voluntarily for the past five years and have met quarterly in open meetings to verify that:

- All bond funds have been spent in accordance with the Measure E ballot language;
- No bond money has been spent on administrator salaries and other operating expenses;
- A separate account has been established for deposit of bond proceeds;
- An independent audit has been performed annually on this account; and
- A report is made to the voters of the District regarding the revenues and expenditures of the Measure E funds.

In fulfilling its duties, the BOC has reviewed all expenses charged to the Measure E account to ensure compliance with the following ballot measure language:

“To provide safe parks and recreational facilities for children, families and seniors in Pleasant Hill by upgrading or replacing the Teen Center that keeps youth away from gangs; the outdated and undersized Senior Center; the deteriorating Community Center; and aging sports fields, restrooms and other facilities at parks throughout our community”.

In summary, the BOC reports the total expenses of \$29,817,315 has been spent in accordance with the original Measure E bond intent and has been allocated to the following projects:

- |  |                  |
|--|------------------|
| • Construction of a new Senior Center    | \$10,313,507     |
| • Construction of a new Teen Center      | 3,607,057        |
| • Construction of a new Community Center | 11,706,228       |
| • Pleasant Oaks Park Improvements        | <u>4,190,523</u> |
| Total Project Costs:                     | \$29,817,315     |

**Note:** One set of Pleasant Hill Park Bathrooms were replaced as part of the Teen Center Project.

The total revenue sources necessary to fund the project costs are as follows:

- |                                   |                |
|-----------------------------------|----------------|
| • Measure E "Net" Bond Proceeds   | \$27,982,469   |
| • Interest Earned on Proceeds     | 221,061        |
| • EBRPD Measure WW Proceeds       | 1,353,985      |
| • District Parkland Fund Reserves | 89,568         |
| • District General Fund Reserves  | <u>170,232</u> |
| Total Funding Sources:            | \$29,817,315   |

**Note:** East Bay Regional Park District (EBRPD) awarded Measure WW funds to PHR&PD in the amount of \$150,000 for the Teen Center and \$1,203,985 for the Community Center.

Measure WW is a \$500 million bond measure passed by the voters in 2008 that enables EBRPD to keep pace with the recreation needs of the growing population in Alameda and Contra Costa

counties. With these funds, EBRPD has been able to acquire and protect more than 30,000 acres of open space and increase the network of preserved parklands. In addition to adding to the Regional Park System, Measure WW funds may be awarded for recreational needs of 34 cities and local park districts within both counties.

In addition to the Measure WW funds, the PHR&PD provided an amount of \$259,800 from their unrestricted parkland and general fund reserves to ensure the completion of the projects. It should also be noted the PHR&PD board and staff spent many hours providing policy direction, project oversight, and administrative services; such as budgeting, accounting and reporting that did not get charged to Measure E funds. Also, in order to save costs on the new Community Center landscaping, District staff provided the labor and only the material costs were charged to the Measure E program.

To recap the first series of Measure E bonds was issued in 2010 in the amount of \$20 million and the second (final) series of bonds was issued in 2012 in the amount of \$8 million. The ballot measure stated the bonds may be issued (in more than or fewer than three series). The principal (\$28,000,000.00) and interest costs (\$25,180,077.50) for both bond issues total \$53,180,077.50 to be paid over a period of 30 years. The average annual debt payments are approximately \$1,780,000 each year for both bond issues.

It should also be noted both bond series (2010 and 2012) were sold on the market with a premium in the total amount of \$28,940,690. The premium amount of \$940,690 was used to finance bond issuance costs of \$958,221 leaving a "net bond proceeds" of \$27,982,469 to be used to fund project construction costs. The bond issuance costs included fees for bond counsel, disclosure counsel, financial advisor, underwriter, rating agency, bank trustee and other miscellaneous costs.

The ballot measure stated "With the estimated highest tax rate required to be levied to fund the bonds is \$29 per \$100,000 of assessed valuation in fiscal year 2014-15 and decreasing every year after that." On a home valued at \$400,000 to \$600,000 this would equate to a maximum annual tax amount of \$116 to \$174, respectively. The BOC has confirmed this tax rate has not been exceeded for the past five years.

Independent audits of the PHR&PD funds including Measure E have been performed every year. Since the inception of the bond program, the BOC has reviewed the District's annual audit report each year to validate the Measure E expenses and revenues have been reported correctly. The BOC also confirmed costs for administration, furniture, fixtures and equipment were not charged to the Measure E bond funds. (These Measure E unfunded items were paid from fundraising donations and/or District operating reserves). This review has been documented within the BOC reports annually.

For Fiscal Year 2013-2014, the Independent Auditors Report has provided an unqualified opinion that states: "the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Pleasant Hill Recreation and Park District as of June 30, 2014, and respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America." The BOC has confirmed the Measure E funds have all been spent and 2013-2014 expenditures and revenues have been recorded correctly. The final annual expenditures reflected in the FY 2013-2014 District audit report is \$5,836.49 more than what was reported in the Semi-Annual Report as of

June 30, 2014 that was published on July 17, 2014. This additional amount is attributed to legal review expenses that were paid at the end of July for services rendered prior to June 30, 2014. The BOC Audit Subcommittee revised their report and expenditure spreadsheet to include this additional amount in September 2014, prior to the commencement of the audit process.

Attached to this "executive summary" are charts that will provide additional cost information by each Measure E Project so the Public can see how the funds were distributed by major cost categories. One major cost item the Public may not be aware of is the permit fee paid to other governmental and utility agencies for design review and utility connection fees, respectively. These agencies include the City of Pleasant Hill, Contra Costa County, Contra Costa Water District, Pacific Gas & Electric, Flood Control, Central Sanitation, etc. For all the projects, the total permit fees were about \$822,000 that equals almost 3% of the total Measure E project costs.

The BOC recognizes the District has been diligent in adhering to the spirit and intent of the voter-approved bond measures and has demonstrated excellent accountability and stewardship of Measure E bond funds. In addition, the BOC thanks District staff for their professionalism and responsiveness in providing the necessary and adequate technical assistance in order for the BOC to fulfill its legal obligations and purpose.

The BOC wishes to congratulate the District and the Public for their support to provide such wonderful recreational facilities that will be enjoyed by the community for many years to come. All the BOC members have appreciated this opportunity to serve the community with this worthwhile endeavor.

Sincerely,  
Measure E Bond Oversight Committee  
The Pleasant Hill Recreation and Park District

**Measure E Bond Oversight Committee:**

Norman Vanhole, Chair  
Leo Vardas, Vice Chair  
Marie Simons, Secretary  
Frank Gorham, Member  
Lisa Hagopian, Member  
Erin Hirst, Member  
Harold Jeffrey, Member

**Attachments:**

Attachment-1 Summary of PHR&PD Measure E Expenditures by Project  
Attachment-2 Community Center Pie Chart  
Attachment-3 Pleasant Oaks Park Pie Chart  
Attachment-4 Senior Center Pie Chart  
Attachment-5 Teen Center Pie Chart

**NOTE:** Additional information about the review process and Measure E Project expenses can be found on the District BOC website within the Semi-Annual Report as of June 30, 2014 and the Final Audit Subcommittee Report and Measure E Expenditure Payments Spreadsheet revised as of September 2014.

## SUMMARY

Pleasant Hill Recreation & Park District  
Expenditures According to Bond Measure E  
For the

Community Center	\$11,706,228
Pleasant Oaks Park	4,190,523
Senior Center	10,313,507
Teen Center	<u>3,607,057</u>
Total	\$29,817,315

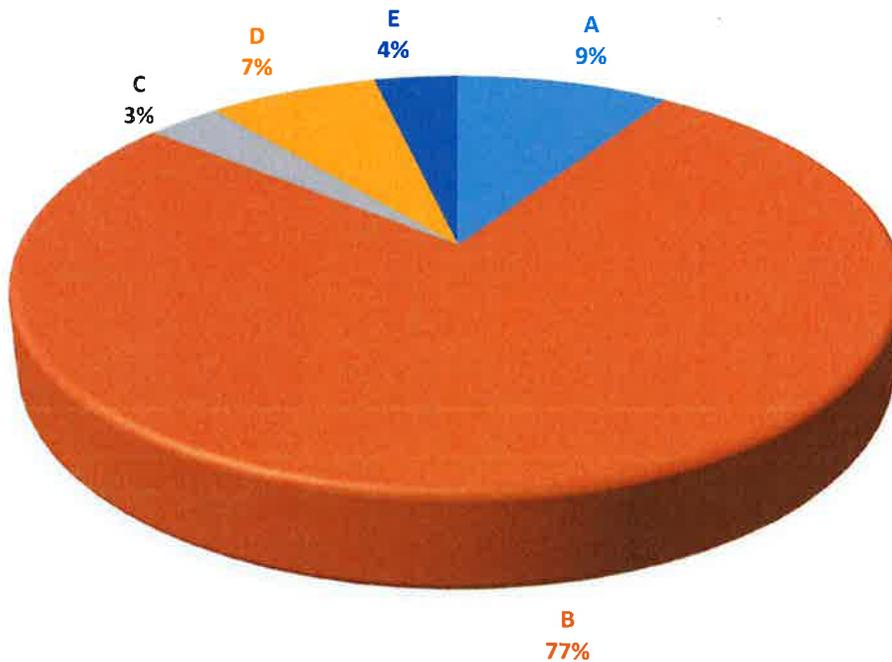
Prepared by the  
Citizens Bond Oversight Committee  
December 2014

ATTACHMENT-2

## Community Center



<b>Architectural Design</b>	<b>A</b>	<b>1,074,583</b>
<b>Land clearing &amp; Building Construction</b>	<b>B</b>	<b>8,967,526</b>
<b>Permits &amp; Other Regulatory Design Approval</b>	<b>C</b>	<b>370,797</b>
<b>Contract Management &amp; Construction Oversight</b>	<b>D</b>	<b>862,672</b>
<b>Other Support, Testing, Legal &amp; Advisory Services</b>	<b>E</b>	<b><u>430,650</u></b>
<b>Total</b>		<b>11,706,228</b>

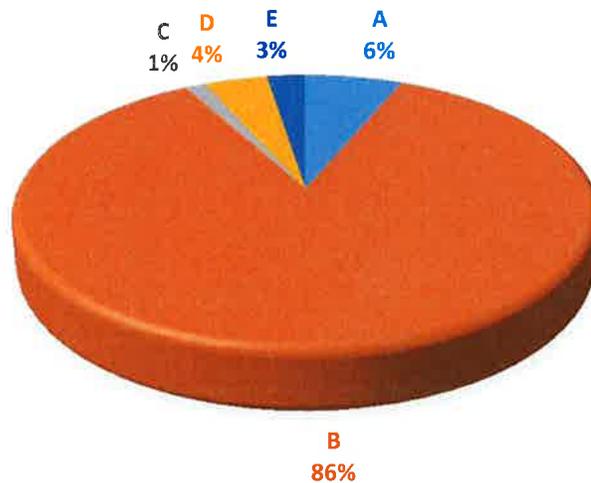


ATTACHMENT-3

## Pleasant Oaks Park



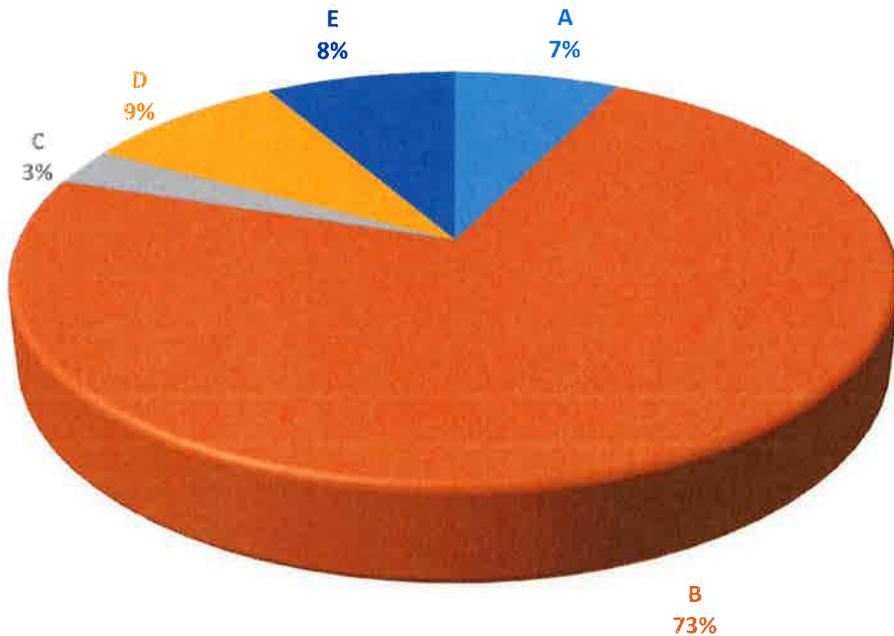
Architectural Design	A	264,630
Land grading, Water system, Sod & Sports Structures	B	3,588,344
Permits & other Regulatory Design Approval	C	58,079
Contract Management & Construction Oversight	D	172,356
Other Support, Testing, Legal & Advisory Services	E	<u>107,114</u>
<b>Total</b>		<b>4,190,523</b>



## Senior Center



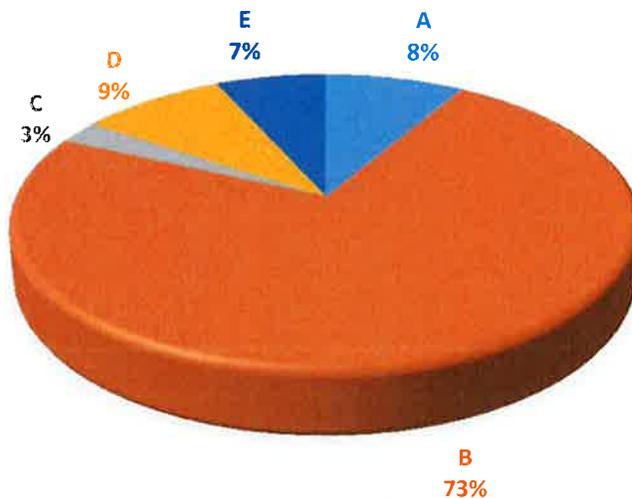
<b>Architectural Design</b>	<b>A</b>	<b>744,272</b>
<b>Land clearing &amp; Building Construction</b>	<b>B</b>	<b>7,500,696</b>
<b>Permits &amp; Other Regulatory Design Approval</b>	<b>C</b>	<b>299,840</b>
<b>Contract Management &amp; Construction Oversight</b>	<b>D</b>	<b>908,688</b>
<b>Other Support, Testing, Legal &amp; Advisory Services</b>	<b>E</b>	<b><u>860,011</u></b>
<b>Total</b>		<b>10,313,507</b>



## Teen Center



<b>Architectural Design</b>	<b>A</b>	<b>305,382</b>
<b>Land clearing &amp; Building Construction</b>	<b>B</b>	<b>2,647,603</b>
<b>Permits &amp; Other Regulatory Design Approval</b>	<b>C</b>	<b>93,270</b>
<b>Contract Management &amp; Construction Oversight</b>	<b>D</b>	<b>318,661</b>
<b>Other Support, Testing, Legal &amp; Advisory Services</b>	<b>E</b>	<b><u>242,141</u></b>
<b>Total</b>		<b>3,607,057</b>





## **MEMORANDUM**

TO: Board of Directors  
FROM: General Manager  
DATE: February 12, 2015  
RE: February 26, 2015 Board of Directors Meeting

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### **Personnel Committee**

#### **To Consider Position Upgrades (ACTION)**

- **Facility Supervisor**
- **Recreation and Parks Manager**
- **Park Maintenance Supervisor**

The Personnel Committee met on January 23 to review the General Manager's organizational changes that took place in July 2014. There is a July 2014 organizational chart included in this packet.

The following are the General Manager's recommendations for District organizational changes since the July re-organization. Updated January 2015 organization Chart is also included.

**1. Facility Supervisor** - The General Manager is recommending that the current facility coordinator be elevated to a facility supervisor position. This is the position held by Ryan Herriman. Ryan has done a terrific job handling the facility rentals for the Community Center, Senior Center, Teen Center and Winslow Center. He works very well with the rental groups, a variety of groups to work with from wedding receptions to the business meetings and trainings. We are very pleased with the success of the weekday rentals. As indicated, we hit our revenue marks by December for the Community Center and we are also doing well at the Senior and Teen Centers. This position is to also manage the Community Center Customer Service Staff. One of the evaluation items was that Recreation Superintendent Tina Young was handling a pretty large workload and this was one area that we felt we could alleviate some of the duties that Tina has by overseeing the Customer Service Staff at the Community Center. Ryan Herriman will take over those duties. As indicated to the Personnel Committee, the General Manager is recommending this increase and to begin January 1, 2015. The total cost for this increase will include a salary increase and benefits, \$3,806 for this fiscal year.

**2. Recreation and Parks Manager** - The General Manager is recommending elevating Recreation Supervisor Lance Hurtado to the position of Recreation and Parks Manager. This position would be elevated to the Administrative staff. There is a job description included in your packet. The major changes with this position is Lance Hurtado handling additional training for all District staff, both parks and recreation and building maintenance. This position will include the ADA assessment of District facilities and recommended upgrades to achieve the ADA standards. This position will also head up the injury and illness prevention program that requires annual updates of our injury and illness prevention program. Lance Hurtado will continue with the sports programs, both adults and youth and oversee the District's sports and picnic facilities. The increase cost for this position is \$2,465 per fiscal year.

**3. Park Maintenance Supervisor** - The General Manager is recommending reinstating this position. Park Superintendent Tom Bradley would like to interview in house and start this position in March. Again, the General Manager's evaluation after the six months, is to support the Superintendent with this position that can help with other staff and park needs. The increase cost for reinstating the Park Maintenance Supervisor position is \$1,295 for the fiscal year.

These are the recommended changes by the General Manager after six months since the July re-organization. Again, the General Manager is recommending 1) The Facility Coordinator be elevated to Facility Supervisor position with additional duties, 2) Recreation Supervisor II, Lance Hurtado, be elevated to Recreation and Parks Manager position, again, taking on additional duties, 3) Reinstating the Park Maintenance Supervisor position to help support the park operations.



## **MEMORANDUM**

TO: Personnel Committee - Bobby Glover and Dennis Donaghu

FROM: General Manager

DATE: January 12, 2015

RE: Personnel Committee Items

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### **1. Six Month Evaluation of District Organizational Changes**

Organizational Changes were made in July 2014 regarding various positions within the District. Specifically, we added a Building Maintenance Superintendent, and we made official selections for a Recreation Superintendent and Park Superintendent. We also made salary adjustments to those positions as well as positions throughout the District. The Board of Directors requested that the General Manager review the organizational changes after six months. I have reviewed the overall operations of the District and will make the following recommendations to the Personnel Committee.

- a. Upgrading the Facility Coordinator position to a Facility Supervisor position
- b. Establishing a Recreation and Park Manager position
- c. Reinstating the Park Maintenance Supervisor position

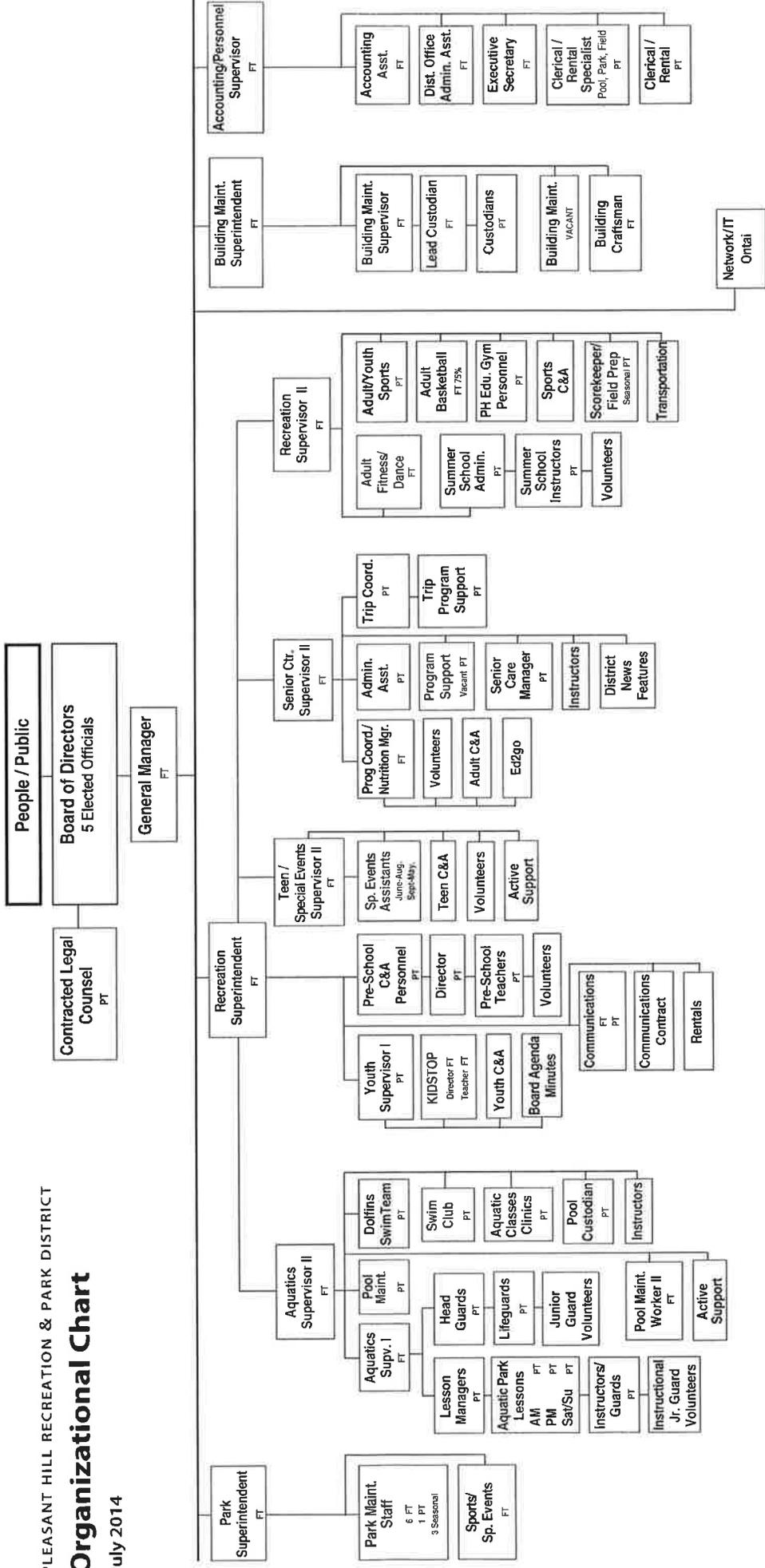
The above items will be discussed with the Personnel Committee including job descriptions.

### **2. Presentation of District Policy Handbook/To Consider Review of Policy Handbook**

Board Member Sherry Sterrett and Accounting Supervisor Mark Blair have spent many hours updating the Policy Handbook. Recently, District staff was able to review the Policy Handbook. At this time, we are requesting the Personnel Committee to review the Policy Handbook. Following their review, we would like to submit it to Attorney Curt Kidder for review prior to coming back to the Board of Directors for final approval.

# Organizational Chart

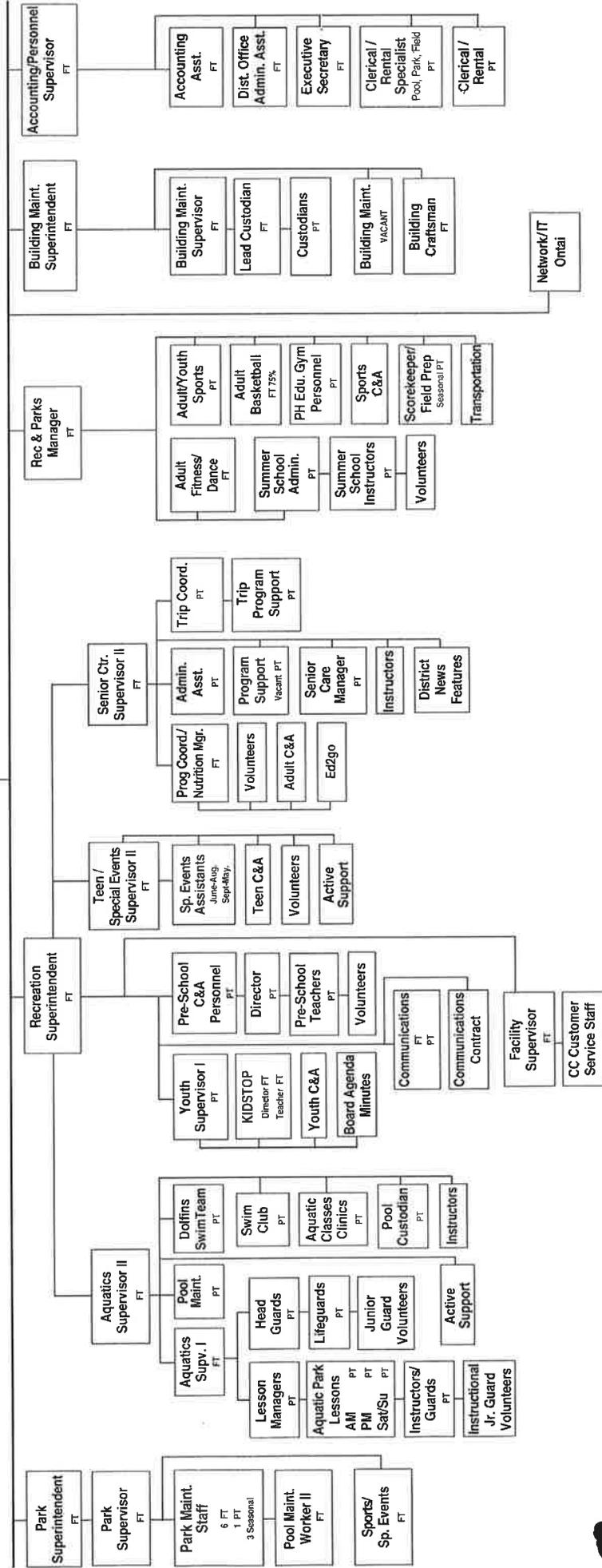
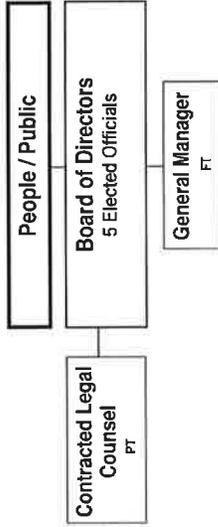
July 2014



147 Gregory Lane  
Pleasant Hill CA 94523  
(925) 682-0896

# Proposed | Organizational Chart

January 2015



147 Gregory Lane  
Pleasant Hill CA 94523  
(925) 682-0896

## **Pleasant Hill Recreation & Park District Facilities Supervisor I Job Description**

**Job Title:** Facilities Supervisor I  
**Department:** - Recreation  
**Reports To:** Recreation Superintendent  
**FLSA Status:** Exempt  
**Prepared By:** Tina Young  
**Prepared Date:** 12/30/14  
**Approved By:** Robert B. Berggren, General Manager  
**Approved Date:** 08/2013

**Summary** Assists customers with enrollment and fee collection for various rental and recreation activities.

**Essential Duties include** the following:

Provides customer service in the rental department by establishing and maintaining rapport with potential and actual customers; answering questions; understanding and caring for the needs of the customer; meeting specifications for set-ups; gathering pertinent data; identifying and evaluating options; assessing situations and recommending a course of action to fulfill the customers needs.

Provides customer service by welcoming and directing customers in person or by phone; answers telephone and gives information to callers or routes call to appropriate official and places outgoing calls; responds to or forwards to appropriate person for resolution of all customer service issues.

Implements the Rental of District Facilities by planning, organizing and evaluating the rental program; monitoring master calendars, communicating and administering the facility use by the public, co-sponsored groups and District classes and events.

Sales and outreach of District's Facility Rental Program. Promotes and markets the rental program by participating in surveys with comparable facilities; recommending new fee structures for rental sites, equipment and services; in conjunction with the communications department updates printed rental package design and content; prepares information and advertising packets and corresponds with local publications.

Ensures the efficient use of facilities by determining concurrent use compatibility; planning best multiple use of combined facilities; preparing, organizing, updating and reviewing the master calendars; analyzing and recommending the method to operate at optimum efficiency and capacity

Provides office support to the Rental Department, CC Office and Recreation Programs by taking registrations; maintaining waivers and providing class rosters; compiles information for rental department; updates and file information for programs and activities; closes classes that have been completed; assists with billing, enrollment and input of payment for programs; composes and prepares routine correspondence; files correspondence and other records.

Supports District programs by promoting use of programs and facilities; maintaining communication between supervisors, instructors, community center office staff and building maintenance staff.

Support PHRPD by attending various meetings as needed and gather and distribute information on district policy and programs to District staff, volunteers and patrons.

Produces reports as requested by gathering data, formatting, inputting, editing, printing and distributing.

Prepares financial goals by tracking actual results and modifying actions as necessary to meet budget expectations for facility rentals.

Provides clerical support for Community Center Staff by maintaining data base; word processing; typing; filing; mailing outgoing and sorting/distributing incoming mail; faxing and copying material as requested.

Maintains a safe working environment by enforcing procedures, rules and regulations, and promoting safety awareness.

Maintains professional and technical knowledge by attending educational workshops, reviewing publications, networking with comparable facilities and staying current with the rental facility marketplace.

Contributes to a team effort by accomplishing other assigned duties as requested.

### **Supervisory Responsibilities**

Supervises Community Center customer service and clerical staff, building attendants and volunteers. Is responsible for the overall direction, coordination and evaluation of these units. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

### **Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Uses intuition and experience to complement data.

Design - Demonstrates attention to detail.

Problem Solving - Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Completes projects on time and budget.

Technical Skills - Strives to continuously build knowledge and skills.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new

things.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Participates in meetings.

**Written Communication** - Writes clearly and informatively; edits work for spelling and grammar; able to read and interpret written information.

**Teamwork** - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

**Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

**Cost Consciousness** - Works within approved budget; Develops and implements cost saving measures; Conserves organizational resources.

**Diversity** - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; promotes a harassment-free environment.

**Ethics** - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

**Organizational Support** - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values.

**Judgment** - Exhibits sound and accurate judgment; Includes appropriate people in decision-making process; Makes timely decisions.

**Motivation** - Sets and achieves challenging goals.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Sets goals and objectives.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Quantity** - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

**Safety and Security** - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

**Adaptability** - Adapts to changes in the work environment.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Completes tasks on time or notifies appropriate person with an alternate plan.

**Initiative** - Looks for and takes advantage of opportunities; Asks for and offers help when needed.

**Innovation** - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas.

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

### **Education and/or Experience**

Bachelor's degree (B. A.) from four-year college or university in Recreation, Public Administration, or related field and/or equivalent combination of education and experience.

### **Language Skills**

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Internet software; Spreadsheet software, database management and Word Processing software.

### **Certificates, Licenses, Registrations**

Possession of a valid California Driver's License with a good driving record. Certification in First Aid, CPR and AED.

### **Other Skills and Abilities**

Oral and written communication skills, public speaking experience, problem solving

capabilities and a positive attitude.

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

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

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee frequently works in and outside weather conditions. The noise level in the work environment is usually moderate.

## **Pleasant Hill Recreation & Park District Recreation and Parks Manager Job Description**

**Job Title:** Recreation and Parks Manager

**Department:** Recreation Administration

**Reports To:** General Manger

**FLSA Status:** Exempt

**Prepared By:** Lance Hurtado

**Prepared Date:** January 7, 2015

**Approved By:**

**Approved Date:**

**Summary** Provides recreation and park opportunities for the community by planning, organizing, promoting, evaluating and making recommendations for recreational programs, parks and facilities.

**Essential Duties** include the following:

Identifies the recreation and park needs by surveying the community and analyzing trends and demographics; develops and evaluates options; and coordinates with various agencies and organizations to establish services.

Completes operational requirements by assisting in scheduling and assigning employees, parks and facilities; reviewing work results; coordinate with facility maintenance and ensure all safety policies are followed to ensure a safe environment for recreation activities.

Manage recreation staff by recruiting, selecting and training employees and sub-contractors.

Supervise recreation staff by evaluating job results and counseling or disciplining when necessary to achieve goals and objectives.

Manage certain recreation department financial goals and assessment districts by preparing annual budget; reviewing expenditures; performing ongoing review and analysis of actual results and initiating corrective actions as necessary to best meet financial goals.

Ensures safe operation of recreation department equipment and facilities by directing preventative maintenance program; arranging for repairs and restoration; maintaining adequate equipment inventories to meet project needs; testing new equipment or techniques; and developing and enforcing safety procedures, rules and regulations to ensure safe facilities and equipment.

Promotes the use of facilities, parks and programs by advertising availability and schedules and works with Marketing Department to communicate programs and activities to the public.

Supports the General Manager and Board of Directors by advising on the management of recreation and park programs and facilities; developing and evaluating options; recommending courses of action; answering questions and providing information to keep members informed.

Evaluates present and future needs for facilities, services, programs and amenities. Sets goals, identifies issues and motivates staff to act on initiatives. Participates and advises in long range planning, land acquisition and use and recreational planning.

Represents the District and works collaboratively with other government agencies and community-based organizations in identifying needs, facilitating and developing partnerships in the delivery of parks, recreation and open space programs and facilities.

Prepare reports as requested by collecting and analyzing information and trends. Prepares information for annual Engineers Reports related to the assessment districts. Continues to update and make recommendations on the ongoing ADA implementation plan.

Promotes PHRPD by representing the District at local, regional and state events, meetings, award nominations and presentations; involvement with local groups, service clubs and professional organizations.

Maintain professional and technical recreational knowledge by attending educational workshops; reviewing professional publications; establishing personal networks and participating in professional societies.

Contributes to a team effort by accomplishing related results as needed. Will serve as the training coordinator and will help provide safety training for the District and ensure compliance with state and federal guidelines. Will serve as the District's Accident Injury Prevention Coordinator. Will become a member of the District's Administrative Staff and attend and participate in the Administrative Staff meetings.

### **Supervisory Responsibilities**

Manages one subordinate supervisor who supervises a total of 10 employees. Is responsible for the overall direction, coordination, and evaluation of these units. Also directly supervises up to 12 seasonal non-supervisory employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Serves as the District liaison to the MDUSD and to co-sponsored groups. Manages cooperative agreements, MOU's and joint use agreements. Will serve as the training and safety coordinator for the District and may act as the General Manager in the GM's absence.

### **Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Uses intuition and experience to complement data.

Design - Uses feedback to modify designs.

Problem Solving - Develops alternative solutions.

Project Management - Communicates changes and progress.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives.

Visionary Leadership - Inspires respect and trust.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change.

Delegation - Delegates work assignments; Matches the responsibility to the person; Sets expectations and monitors delegated activities.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback;

Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services. Continually works to improve supervisory skills.

Business Acumen - Understands business implications of decisions; Displays orientation to profitability; Demonstrates knowledge of market and competition.

Cost Consciousness - Works within approved budget; Develops and implements cost saving measures; Contributes to profits and revenue; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educates others on the value of diversity; promotes a harassment-free environment.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

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

### **Education and/or Experience**

Bachelor's degree (B. A.) from four-year college or university in Recreation Business, Physical Education or related fields and five years experience and/or training in the field of Recreation; or equivalent combination of education and experience.

### **Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

## **Mathematical Skills**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

## **Reasoning Ability**

Ability to solve practical problems and deal with a variety of situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

## **Computer Skills**

To perform this job successfully, an individual should have knowledge of Internet software; Spreadsheet software and Word Processing software.

## **Certificates, Licenses, Registrations**

Valid California Driver's License with a good driving record.

## **Other Skills and Abilities**

Oral and written communication skills, public speaking experience, problem solving capabilities and a positive attitude.

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

While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel. The employee is frequently required to stand; walk; sit; reach with hands and arms and talk or hear. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

## **Pleasant Hill Recreation & Park District Park Supervisor Job Description**

**Job Title:** Park Supervisor  
**Department:** Parks  
**Reports To:** General Manager  
**FLSA Status:** Exempt  
**Prepared By:** Mark Blair  
**Prepared Date:** 03/22/12  
**Approved By:**  
**Approved Date:**

**Summary:** Provides safe, enjoyable, well maintained, aesthetically pleasing park sites, features and facilities for the community by managing and directing the maintenance and facility development operation of the Pleasant Hill Recreation & Park District.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Direct, manage and facilitate staff in maintenance operations and preventative maintenance programs; develop work schedules, assignments, establish priorities, standards and inspections to monitor and analyze the effectiveness and efficiency of ongoing operations.

Achieve fiscal goals and objectives by monitoring park maintenance and assessment district budgets and initiating corrective action as necessary.

Work with staff, the public and architects/engineers in the development of plans/specifications, or provide contract management supervision for maintenance and construction projects.

Provide information to District Staff, Board of Directors and the community by maintaining records, making recommendations, preparing reports, proposals, estimates and correspondence. Act as park maintenance representative or liaison with other staff, agencies, and or the public.

Work with District HR Department to address park staff personnel matters including performance, recruitment, hiring, and resolution of personnel issues; discipline and or promotion or advancement decisions.

Ensure continuing professional knowledge by attending classes/seminars and training to provide staff with continuing education, research, new technology and techniques for use within operation.

Maintain safe facilities by participating in the District Safety Program including site inspections, emergency procedures and accident prevention. Develop and enforce procedures, rules, regulations and training programs to ensure safe work sites and parks.

Works with District Staff and assists in District Programs by coordinating park maintenance staff support in the planning and implementation of special events and activities.

Responsible to ensure compliance of District with all applicable regulatory agencies for site operations and chemical usage by Park employees.

Contributes to a team effort by accomplishing related results as needed.

## **Supervisory Responsibilities**

Directly supervises 5 to 10 employees in the Park Maintenance Dept. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include assisting HR Dept in interviewing and hiring new employees. Training employees; planning, assigning, and directing work; appraising performance. With input from the HR Dept., discipline and reward employees; address complaints and resolve personnel problems.

## **Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Analytical** - Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

**Design** - Generates creative solutions; Uses feedback to modify designs; Demonstrates attention to detail.

**Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

**Project Management** - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

**Technical Skills** - Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

**Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

**Teamwork** - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

**Visionary Leadership** - Inspires respect and trust; mobilizes others to fulfill the vision.

**Change Management** - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Business Acumen - Understands business implications of decisions; Aligns work with strategic goals.

Cost Consciousness - Works within approved budget; Develops and implements cost saving measures; Conserves organizational resources.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educates others on the value of diversity; promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Adapts strategy to changing conditions.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.

Planning/Organizing - Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas.

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

### **Education and/or Experience**

Associate's degree (A. A.) or equivalent from a two year college or technical school and five years recent experience in landscape maintenance/construction including some experience in supervision or lead work; or an acceptable combination of experience and education to demonstrate the knowledge and abilities required of the position.

### **Language Skills**

Ability to read, analyze and interpret technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to speak effectively to groups of managers, clients, customers, and the general public.

### **Mathematical Skills**

Ability to add, subtract, multiply and divide in all units of measure Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

## **Computer Skills**

To perform this job successfully, an individual should have knowledge of Internet software; Spreadsheet software and Word Processing software.

## **Certificates, Licenses, Registrations**

Must possess a valid California Drivers License with a good driving record, and a Qualified Applicators Certificate.

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms; talk and hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds and heavier loads with proper mechanical assistance or assistance from another person. Specific vision abilities required by this job include peripheral vision, depth perception; differentiate color variances and the ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts; high, precarious places; fumes or airborne particles and toxic or caustic chemicals, extreme heat, risk of electrical shock and vibration. The noise level in the work environment is usually moderate but can range to very loud.



## **MEMORANDUM**

TO: Board of Directors

FROM: General Manager

DATE: February 17, 2015

RE: February 26, 2015 Board Meeting

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### **To Consider Agreement with Madrone Foundation for Installation of Labyrinth at Brookwood Park (ACTION)**

At the August 14, 2014 Board of Directors Meeting, the Board approved the installation of a Labyrinth at Brookwood Park, pending the determination of the conditions of the contractor issue and the monetary issue. We have met with the folks at the Hospice division of Health Care at Home and we concluded the best approach on completing the labyrinth was to utilize their non-profit cooperation, the Madrone Foundation.

Included in your packet is an agreement for installation of a labyrinth with the Madrone Foundation. Attorney Curt Kidder has been involved in the discussions and has authored the agreement. At this time, we are asking the Board for approval for the agreement with the Madrone Foundation for installation of the labyrinth at Brookwood Park.

## AGREEMENT FOR INSTALLATION OF LABYRINTH

This agreement is made and entered this \_\_\_\_ day of March 2015 by and between the Pleasant Hill Recreation & Park District, a California Special District (hereinafter "District") and The Madrone Foundation, a California non-profit corporation (hereinafter "Contractor").

### RECITALS

**WHEREAS**, District desires to install a walking labyrinth ("Labyrinth"), a walking path that leads to a center point and back out, at Brookwood Park, located at 3250 Withers Avenue in Lafayette; and

**WHEREAS**, Contractor is a California foundation that helps provide health care related financial support to individuals who have exhausted personal and family resources and has not otherwise been retained by the District to perform services of any nature related to the installation of the Labyrinth; and

**WHEREAS**, Contractor will retain volunteers who are willing and qualified to design and install the Labyrinth ("Project") without payment by the District; and

**WHEREAS**, Contractor will acquire, or pay the District to acquire, all materials, including decorative pavers and rocks, to be used in the construction of the Labyrinth; and

**WHEREAS**, the Labyrinth, once designed and installed, will become the property of the District; and

**WHEREAS**, the District's Board of Commissioners, at its regular meeting of August 14, 2014, approved an agreement with Contractor for the design and installation of the Labyrinth.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### AGREEMENT

#### **I. SCOPE OF WORK.**

A. Design of Labyrinth: Contractor shall provide the design and installation services required for the completion of the Project as described in the Scope of Work, which is attached hereto as Attachment "A" and incorporated herein by reference. All plans and specifications prepared by Contractor for the design and installation of the Labyrinth, including drainage plans, shall be submitted to District for approval. District may require changes to any such plans and specifications. Installation of the Labyrinth

shall not commence until District has approved all necessary plans and specifications.

B. Licenses: Contractor agrees that Contractor and all of its employees, volunteers and subcontractors, if any, including, but not limited to design professionals, hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work as may be required in the State of California, if any. Failure of Contractor, its employees, volunteers and subcontractors to obtain and/or maintain in good standing such licenses or certifications shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.

C. Standard of Care: Contractor shall perform the Scope of Work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, specifications, reports, and other services furnished and/or work undertaken by Contractor pursuant to this Agreement.

D. Supervision of Installation Work: All work performed by Contractor for installation of the Labyrinth on District's property shall be done under the supervision of the District's Park Superintendent. Contractor shall obtain District's Park Superintendent's approval for (i) the hours of construction at Brookwood Park, (ii) vehicle access to the Project site, (iii) the placement of tools, equipment, materials and supplies, and (iv) all other matters related to the use of the District's property. Such supervision of work by the District's Park Superintendent shall not relieve Contractor of responsibility for the quality or technical adequacy of its work performed hereunder. Neither District's review, approval or acceptance of any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Changes in Scope of Work/Corrections: Contractor agrees to perform any agreed-upon changes in the Scope of Work and to correct any work performed that is inconsistent with the approved design documents and plans and specifications at no cost to District. This provision is not intended to limit or alter Contractor's responsibility or liability for negligence, willful misconduct or breach of the terms of this Agreement.

F. Materials: Contractor agrees to provide at its cost, or pay the District to provide upon terms to be agreed upon, all materials necessary for completion of the construction and installation of the Labyrinth. District may, but shall not be obligated, to provide materials for the completion of the Project. Contractor shall obtain the approval of the District's Park Superintendent regarding the type and quality of materials to be used in the

construction of the Labyrinth. Such materials include, but shall not be limited to decorative pavers and rocks, foliage and wood/lumber.

G. Equipment: Contractor agrees to provide at its cost all necessary equipment for construction of the Labyrinth. District may, but shall not be obligated, to provide equipment for the construction of the Labyrinth. The use by Contractor, its employees, volunteers and subcontractors, if any, of equipment provided by District shall be at their own risk and Contractor releases District from any liability related to the use of such equipment.

H. Signage: The Labyrinth may be identified with a sign or other means of identification as approved by District. The type of sign, location, size and language thereon are subject to the approval of the District in its sole and absolute discretion. A reference to Contractor shall be, except as otherwise agreed to by the parties, limited to: "This labyrinth is made possible by community volunteers, The Madrone Foundation and Kindred at Home Hospice."

## **II. DUTIES OF DISTRICT.**

District, without cost to Contractor, will provide pertinent information reasonably available to it, which is necessary for performance by Contractor under this Agreement, including previous reports and data relative to the Project. District does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Contractor will use its professional judgment in the review and use of data so provided. However, Contractor will not be liable for any error or omission in any data furnished by District and used by Contractor which could not reasonably be discovered by Contractor. To this extent Contractor is entitled to rely on data provided by District.

## **III. COMPLETION OF PROJECT/OWNERSHIP.**

A. Completion Date: The parties agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the Project be completed satisfactorily within a timely manner. The parties intend that the Scope of Work described in Section I be completed by June 30, 2015; however, the parties agree that the construction completion date may be moved up or back, but any such change in the date shall not affect the duties and obligations of the parties herein, unless otherwise agreed to in writing by the parties.

B. Ownership of Labyrinth: Upon completion of the Scope of Work, the Labyrinth, including all materials provided by Contractor, shall become the property of the District. Contractor will have no further rights, duties or obligations in regards to the maintenance, use or alteration of the Labyrinth

except as set forth herein or as otherwise agreed to in writing between the parties.

C. Removal of Labyrinth: District retains the right, in its sole and absolute discretion, to remove the Labyrinth from Brookwood Park if its use is deemed detrimental by District. In such event, District will endeavor to relocate the Labyrinth to another location in Brookwood Park or to another District-owned property. District will attempt, but shall not be required, to notify Contractor of any such action.

#### **IV. CONTRACTOR COMPENSATION.**

A. No District Payment: Contractor estimates that completion of the Scope of Work, including materials, will be approximately Fifteen Thousand Dollars (\$15,000). Contractor agrees to perform the Scope of Work at its own cost and without any payment or other consideration from District, except as provided herein.

B. Use of Volunteers: Contractor will use non-paid volunteers to perform the Scope of Work and therefore the payment of prevailing wage rates under California Labor Code Section 1720 is not applicable as allowed under Labor Code Section 1720.4. Contractor shall pay at least the prevailing wage rate for any consultant or subcontractor retained for compensation to perform the installation tasks of the Scope of Work.

C. Use of Labyrinth: Contractor shall be entitled to exclusive use of the Labyrinth at no cost one day each calendar year, subject to the District's rules and regulations, for 20 years or until 2034. Contractor will notify the District in writing of its intended day of use at least sixty (60) days in advance thereof. If the District cannot accommodate Contractor's request, then the parties will cooperate in finding an alternative date. Contractor's rights under this provision shall terminate if the Labyrinth is removed from Brookwood Park. Contractor's use of the Labyrinth shall be subject to the District's rules regarding the use of District property.

#### **V. CONTRACTOR'S PERSONNEL.**

A. Project Manager: Contractor designates Chris Donton to act as Project Manager for the performance of the Scope of Work and for all matters relating to performance under this Agreement.

B. Volunteers: Contractor shall be responsible for the actions of its volunteers at all times under this Agreement. Contractor shall have each volunteer who performs work on District property execute the District's volunteer form, which includes a wavier and release of liability, a copy of which is attached hereto as Attachment "B" and is incorporated herein by

reference. Volunteers shall not be allowed to perform work on District property until the District has received an executed volunteer form.

- C. Subcontractors: No subcontract shall be awarded, or outside consultant engaged, by Contractor, unless Contractor has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the District. The written approval of the District resulting in the use of or engagement of a subcontractor or outside consultant does not relieve Contractor of the obligations or covenants set forth in this Agreement.

## **VI. MISCELLANEOUS PROVISIONS.**

- A. Contractor shall not assign any rights or duties under this Agreement to a third party without the prior written consent of District.
- B. It is understood by and between the parties hereto that Contractor, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of District.
- C. The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Contractor in the performance of this Agreement. Contractor is solely responsible for any such use.

## **VII. TERMINATION.**

- A. Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days written notice. If either party terminates this Agreement prior to the completion of the Scope of Work, then District may, in its absolute and sole discretion, complete construction of the Project. In such case, Contractor shall have no rights in regards to the completed Labyrinth, except as otherwise allowed by District. If District determines not to complete the Project, then Contractor shall comply with the requirements set forth below.
- B. If District terminates this Agreement, then nothing set forth in this Agreement is intended to provide Contractor with any rights to compensation nor require District to compensate Contractor for any services which may be claimed to have been provided or be in progress.
- C. Upon the date of termination and except as stated otherwise above, Contractor shall cease work on the Project, and remove all equipment, supplies, materials, tools and other personal property ("Personal Property") owned by Contractor from District's property. Any of Contractor's Personal Property left on District's property shall be held by District for thirty (30) days

following the termination date of this Agreement. If Contractor fails to claim such Personal Property and to take possession thereof within the 30-day period, then all such Personal Property may be used or disposed of by District. Contractor shall have no claim or cause of action against District in such case.

## **VIII. INDEMNITY**

Contractor shall indemnify, hold harmless and defend, in any actions at law or in equity, District, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, volunteers and contractors, related to the provision of any services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the willful misconduct of District. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of the Contractor's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, volunteers and contractors.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve Contractor from liability under this indemnity provision. The obligations of this indemnity provision shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

## **IX. INSURANCE**

Contractor shall procure and maintain for the duration of the Agreement workers' compensation insurance for its employees, volunteers and others under its supervision and control who perform work under this Agreement. Contractor shall furnish District with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by District before any work commences. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section at any time.

## **X. EXAMINATION OF RECORDS.**

Contractor agrees that District will have access to and the right to examine any directly pertinent books, documents, papers, and records of any

and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

**XI. SCOPE OF AGREEMENT.**

This writing constitutes the entire Agreement between the parties relative to Contractor's services on the Project, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

**XII. NOTICES.**

All notices from one party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To District: General Manager  
Pleasant Hill Recreation and Park District  
147 Gregory Lane  
Pleasant Hill, CA 94523  
Phone (925) 682-0896  
Fax (925) 682-1633

To Contractor: Mimi Weisal  
Bereavement Coordinator  
Professional Healthcare at Home  
395 Taylor Blvd. Suite 200  
Pleasant Hill, CA 94523  
Phone (925) 771-8295  
Fax (925) 689-2343

**XIV. APPLICABLE LAWS.**

Contractor shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations, including, but not limited to Labor Code Section 3700 et seq. (Workers' Compensation Insurance). This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Contra Costa County.

IN WITNESS the parties hereto have executed this Agreement on the day first above-written.



Attachment A  
Scope of Work

A. Design of Labyrinth.

1) Contractor will prepare the preliminary design of Labyrinth consistent with the proposed design, which is attached hereto as Attachment 1 and incorporated herein by reference. Contractor will also prepare plans and specifications for the installation of the Labyrinth and landscape plans, including drainage plans. The design documents, installation plans and specifications and landscape plans shall be prepared by a licensed architect, who shall do so with the professional skill and care ordinarily provided by architects practicing in the same locality under the same or similar circumstances. The architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2) Contractor shall submit the preliminary design of the Labyrinth, the plans and specifications for installation and landscape plans to District for review. District may request changes or modifications to the design, plans and specifications and Contractor shall make such changes as requested by the District.

3) Contractor shall submit final design documents and the plans and specifications to the District for approval. Commencement of construction of the Labyrinth shall not occur unless and until the District approves the design documents and the plans and specifications.

B. Installation of Labyrinth.

1) Contractor will perform all necessary work for the installation of the Labyrinth in the area of Brookwood Park identified on the diagram of the park, which is attached hereto as Attachment 2 and incorporated by reference. The District may agree to or direct a change of the location for the Labyrinth in Brookwood Park.

2) The Labyrinth shall be installed pursuant to the approved design documents and plans and specifications. Any change in the approved design documents and plans and specifications must be approved in writing by the District before the installation the changed work is performed.

3) All installation work shall be performed under the supervision of District's Park Superintendent. Contractor, however, shall not be relieved of any of duties or obligations under this Agreement or of the requirements of any law or regulations.

4) Contractor has informed the District that it will use volunteers to perform all work on the installation of the Labyrinth and that they will receive no payment for their work. Contractor shall assure that all such workers are qualified to perform the installation work



PICNIC AREA

**Proposed Labyrinth**

DENSE SCREENING TO RESIDENCES BEYOND

EDGE OF CREEK EMBANKMENT

LOW OPEN WOOD FENCE

SPORT COURT

GROVE OF FLOWERING BLACK LOCUS TREES

PLAYGROUND

GRASS

EDGE OF RAVINE/CULVERT

ENTRY

NOTE: SCHEMATIC PROPOSAL ONLY NOT FOR CONSTRUCTION



VICINITY\_PLAN-NIS  
06/18/14  
**A1**

# THE LIVING LABYRINTH

A project created in partnership with Professional Health at Home Hospice, the Madrone Foundation and the Pleasant Hill Recreation and Park District



PROPOSED 7 CIRCUIT WALKING LABRYNTH

LOCATED UNDER SHADE CANOPY WITH A NATURAL OCULUS OF LIGHT FROM ABOVE. THE SITE IS TUCKED INTO A QUIET CORNER OF THE PARK, INVITING REFLECTION.

CENTER MEDALLION MOSAIC BY LOCAL ARTIST, SET IN MORTAR

EXISTING LIVE OAK, TYP. PROTECT DURING CONSTRUCTION AS REQ'D

STONE GARDEN WALL LESS THAN 30" WITH TRENCH DRAIN BEHIND

PERFORATED DRAIN TO DISCHARGE VIA GRAVITY MIN. 15' FROM WALKING SURFACE

4" X 8" NATURAL COBBLESTONE SET WITH PAVER EDGE RESTRAINTS.

COMPACTED CRUSHED GRANITE, 1" BELOW PAVER EDGE

EXISTING TOP SOIL, PROTECT NATURAL UNDERBRUSH

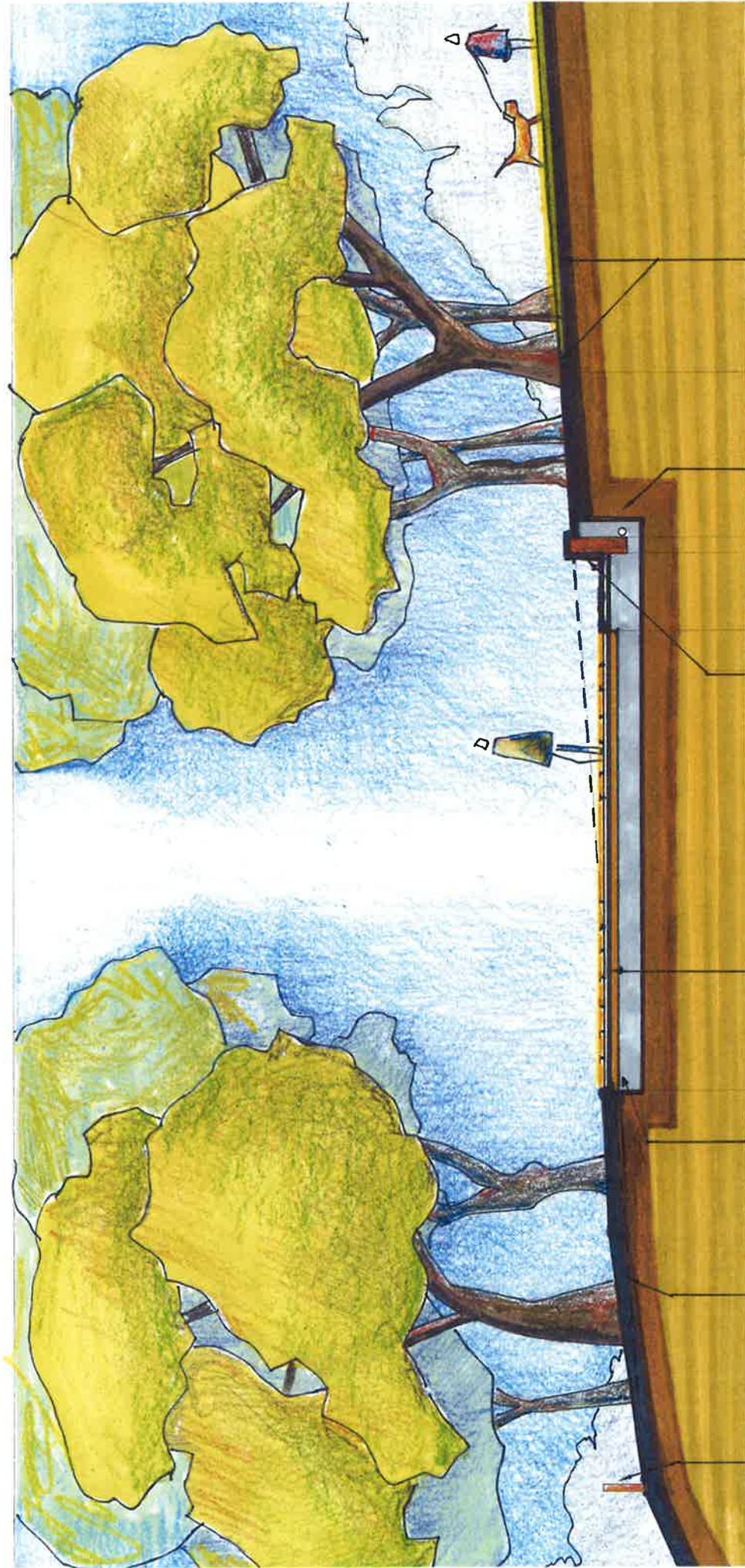
EDGE OF GRASS

NOTE: SCHEMATIC PROPOSAL ONLY, NOT FOR CONSTRUCTION

PLAN\_1/8"=1'0" 06/18/14

# THE LIVING LABYRINTH

project created in partnership with Professional Health at Home Hospice, the Madrone Foundation and the Pleasant Hill Recreation and Park District



EXIST'G 3' WOOD FENCE AT RIVER BANK

LINE OF EXIST'G GRADE

WEED FABRIC O/WIRE MESH O// COMPACTED GRAVEL BASE

FINISH PAVER 1" ABOVE CRUSHED GRANITE WALKING SURFACE

33'-8"

STONE GARDEN WALL <30" ABOVE FINISHED GRADE

5' +/-

12' MIN

4" PERFORATED PIPE WITH MIN 1% SLOPE IN CRUSHED ROCK

EXIST'G GRASS AND TREES

# THE LIVING LABYRINTH

SITE\_SECTION - 1/8" = 1'0"  
06/18/14

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