

STAFF REPORT



To: Board of Directors
From: Michelle Lacy, General Manager
Re: Consent Calendar

Consent Calendar items are considered to be routine by the Board of Directors and will be enacted by one motion. By approval of the Consent Calendar the staff recommendation will be adopted. There will be no separate discussion on these items unless a Board member or a member of the public requests removal of the item from the Consent Calendar.

CONSENT CALENDAR FOR OCTOBER 13, 2016

- A. Approve Bills to be Paid (Exhibit 1)
- B. Approve Minutes of October 13, 2016 (Exhibit 2)

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
23309	10/27/2016	Aantex	Aantex Pest Control	830.00	000000
23310	10/27/2016	ATT CC	AT & T	192.83	000000
23311	10/27/2016	BeckRob	Robert Becker	341.00	000000
23312	10/27/2016	BillAce	Bill's Ace Hardware	131.21	000000
23313	10/27/2016	CaDoj	California DOJ	244.00	000000
23314	10/27/2016	CCCOofEd	Contra Costa County Office of	50.00	000000
23315	10/27/2016	CCWat	Contra Costa Water District	204.56	000000
23316	10/27/2016	CintCorp	Cintas Corp # 185	120.21	000000
23317	10/27/2016	Cole	Cole Supply Co., Inc.	50.96	000000
23318	10/27/2016	CommPool	Commercial Pool Systems, Inc.	401.99	000000
23319	10/27/2016	DelDen	Preferred Benefit	3,314.10	000000
23320	10/27/2016	DolChar	Dolphin Charters	1,350.00	000000
23321	10/27/2016	EBMUD	East Bay Mud	1,951.56	000000
23322	10/27/2016	EBPool	East Bay Pool Service	9,120.00	000000
23323	10/27/2016	Ewing	Ewing Irrigation	1,297.51	000000
23324	10/27/2016	FranTx	Franchise Tax Board	105.00	000000
23325	10/27/2016	Furber	Furber Saw, Inc.	414.37	000000
23326	10/27/2016	GasAnd	Andrea Gaspari	397.80	000000
23327	10/27/2016	Humann	Dondipap Inc./Humann Co. Inc.	3,500.00	000000
23328	10/27/2016	IdealSer	Ideal Service Company, Inc.	275.00	000000
23329	10/27/2016	INKEM	INKEM	154.07	000000
23330	10/27/2016	KaisFou	File #73029 Kaiser Foundation Health Plan	30,908.95	000000
23331	10/27/2016	KiddCur	Law Office of Curtis S. Kidder	2,223.00	000000
23332	10/27/2016	LahlBil	Bill Lahl	158.40	000000
23333	10/27/2016	Legal S	Legal Shield	31.90	000000
23334	10/27/2016	LeviJul	Julie Levin	37.50	000000
23335	10/27/2016	McInerne	McInerney & Dillon	9,764.89	000000
23336	10/27/2016	MillSta	Miller Starr Regalia	9,362.83	000000
23337	10/27/2016	MJStudio	Bruce Jackson MJ Studios	151.20	000000
23338	10/27/2016	MtDiablo	Mt Diablo Landscape Centers	212.39	000000
23339	10/27/2016	NorCalS	NorCal Swim Shop	314.72	000000
23340	10/27/2016	P&DApp	P&D Appliance	1,291.27	000000
23341	10/27/2016	PERS	CalPERS	16,556.33	000000
23342	10/27/2016	PG&E	Pacific Gas & Electric Co	14.35	000000
23343	10/27/2016	PhSen	Pleasant Hill Seniors Club	200.00	000000
23344	10/27/2016	PleaHill	Pleasant Hill Rec & Park Distr	146,819.12	000000
23345	10/27/2016	R-Comput	R-Computer	2,703.00	000000
23346	10/27/2016	Republic	Republic Services #210	1,613.12	000000
23347	10/27/2016	RossRec	Ross Recreation Equipment	844.47	000000
23348	10/27/2016	Spanish	Spanish 4 Children	1,376.28	000000
23349	10/27/2016	StalGle	Glen Staller	540.00	000000
23350	10/27/2016	Standard	Standard Insurance Company	2,057.65	000000
23351	10/27/2016	SuppWor	Supply Works	1,408.26	000000
23352	10/27/2016	Travel	Travel Center, Trust Account	4,930.00	000000
23353	10/27/2016	UNIVAR	UNIVAR USA Inc	955.04	000000
23354	10/27/2016	USBank	U.S. Bank	2,714.05	000000
23355	10/27/2016	VSP	Preferred Benefit	61.80	000000
23356	10/27/2016	WhitCas	Casey White	200.00	000000

CHECK TOTAL: \$261,896.69

Accounts Payable

Computer Check Proof List

User: julie

Printed: 10/20/2016 - 2:21 PM



Pleasant Hill Recreation & Park District

People, Parks & Programs Since 1951

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:Aantex	Aantex Pest Control			Check Sequence: 1	ACH Enabled: No
50762	SC quarterly service	220.00	10/27/2016	100-1220-75515	pests
50857	service 147 gregory	203.33	10/27/2016	100-1210-75515	pests
50857	service 147 gregory	203.34	10/27/2016	100-1280-75530	pests
50857	service 147 gregory	203.33	10/27/2016	100-1255-75515	pests
	Check Total:	830.00			
Vendor:ATT CC	AT & T			Check Sequence: 2	ACH Enabled: No
10052016	Kidstop	192.83	10/27/2016	100-1270-65365	phones
	Check Total:	192.83			
Vendor:BeckRob	Robert Becker			Check Sequence: 3	ACH Enabled: No
4206.102	wine	341.00	10/27/2016	100-1240-75620	instructor
	Check Total:	341.00			
Vendor:BillAce	Bill's Ace Hardware			Check Sequence: 4	ACH Enabled: No
433729	hose	34.17	10/27/2016	100-1300-75535	supplies
433849	cup	13.66	10/27/2016	100-1300-75370	supplies
433850	cup	-13.66	10/27/2016	100-1300-75370	supplies
434117	1st aid kit	16.59	10/27/2016	100-1300-75370	supplies
434186	sprklr	10.63	10/27/2016	100-1300-75511	supplies
434186	duck tape	43.00	10/27/2016	100-1300-75520	supplies
434189	tape	3.06	10/27/2016	100-1300-75511	supplies
434195	keys	23.76	10/27/2016	100-1300-75535	supplies
	Check Total:	131.21			
Vendor:CaDoj	California DOJ			Check Sequence: 5	ACH Enabled: No
190709	Vegvary	32.00	10/27/2016	100-1231-75515	fingerprints
190709	Harmenzon, Donaldson	148.00	10/27/2016	100-1270-75225	fingerprints
190709	Anwar & Varona	64.00	10/27/2016	100-1255-75626	fingerprints

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	244.00			
Vendor:CCCOofEd 5664	Contra Costa County Office of Harmenon & Donaldson Check Total:	50.00 50.00	10/27/2016	Check Sequence: 6 100-1260-75260	ACH Enabled: No livescan
Vendor:CCWat D274140	Contra Costa Water District Las Juntas Check Total:	204.56 204.56	10/27/2016	Check Sequence: 7 100-1300-65710	ACH Enabled: No water
Vendor:CintCorp 185574620	Cintas Corp # 185 tery towels Check Total:	120.21 120.21	10/27/2016	Check Sequence: 8 100-1220-75515	ACH Enabled: No supplies
Vendor:Cole 134372 134373	Cole Supply Co., Inc. soil away soil away Check Total:	25.48 25.48 50.96	10/27/2016 10/27/2016	Check Sequence: 9 100-1231-75515 100-1220-75515	ACH Enabled: No cleaner cleaner
Vendor:CommPool 1609060	Commercial Pool Systems, Inc. acid Check Total:	401.99 401.99	10/27/2016	Check Sequence: 10 100-1280-75527	ACH Enabled: No chemicals
Vendor:DelDen 11/2016 11/2016 11/2016 11/2016 11/2016 11/2016	Preferred Benefit Delta Dental Delta Dental Delta Dental Delta Dental Delta Dental Delta Dental Check Total:	454.10 67.80 332.10 135.60 16.95 2,307.55 3,314.10	10/27/2016 10/27/2016 10/27/2016 10/27/2016 10/27/2016 10/27/2016	Check Sequence: 11 100-0000-21310 100-1300-55310 100-1100-55310 100-0000-21310 100-0000-21310 100-0000-21310	ACH Enabled: No
Vendor:DolChar 09202016	Dolphin Charters Bay lights 2944.016 Check Total:	1,350.00 1,350.00	10/27/2016	Check Sequence: 12 100-1220-75630	ACH Enabled: No Sen trips
Vendor:EBMUD 09222016	East Bay Mud Brookwood	1,951.56	10/27/2016	Check Sequence: 13 100-1300-65710	ACH Enabled: No water

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,951.56			
Vendor:EBPool 13057 13200	East Bay Pool Service Sep PHAC & PHEC flow meter, ignitors Check Total:	4,800.00 4,320.00 9,120.00	10/27/2016 10/27/2016	Check Sequence: 14 100-1280-75515 100-1280-75530	ACH Enabled: No pool service repairs
Vendor:Ewing 2283061 2283062 2298332 2298332 2298332	Ewing Irrigation PRS adj rainbird ultra inst marking chalk marking chalk Check Total:	73.96 224.84 383.11 115.60 500.00 1,297.51	10/27/2016 10/27/2016 10/27/2016 10/27/2016 10/27/2016	Check Sequence: 15 100-1300-75511 100-1300-75511 100-1300-75511 100-1300-75511 100-1300-75505	ACH Enabled: No parts parts parts parts parts
Vendor:FranTx 101416	Franchise Tax Board Margret R Graves Check Total:	105.00 105.00	10/27/2016	Check Sequence: 16 100-0000-21390	ACH Enabled: No
Vendor:Furber 216220 216221 216391	Furber Saw, Inc. blower sfty glass line Check Total:	322.19 13.00 79.18 414.37	10/27/2016 10/27/2016 10/27/2016	Check Sequence: 17 100-1300-75535 100-1300-75370 100-1300-75535	ACH Enabled: No maint tools maint tools maint tools
Vendor:GasAnd 6636.101	Andrea Gaspari make music Check Total:	397.80 397.80	10/27/2016	Check Sequence: 18 100-1260-75250	ACH Enabled: No instructor
Vendor:Humann 18146	Dondipap Inc./Humann Co. Inc. Brookwood park Check Total:	3,500.00 3,500.00	10/27/2016	Check Sequence: 19 100-1100-70000	ACH Enabled: No survey fees
Vendor:IdealSer 610341	Ideal Service Company, Inc. SC reach in Check Total:	275.00 275.00	10/27/2016	Check Sequence: 20 100-1220-75515	ACH Enabled: No refrig service
Vendor:INKEM 10052016	INKEM water polo	154.07	10/27/2016	Check Sequence: 21 100-1280-75620	ACH Enabled: No shirts

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	154.07			
Vendor:KaisFou	File #73029 Kaiser Foundation Health Plan				ACH Enabled: No
11/2016	Kaiser	488.61	10/13/2016	100-0000-21300	Check Sequence: 22
11/2016	Kaiser	105.89	10/13/2016	100-0000-21300	
11/2016	Kaiser	23.70	10/27/2016	100-0000-21300	
11/2016	Kaiser	398.99	10/27/2016	100-1300-55300	
11/2016	Kaiser	3,776.36	10/27/2016	100-1100-55300	
11/2016	Kaiser	105.89	10/27/2016	100-0000-21300	
11/2016	Kaiser	238.61	10/27/2016	100-1231-55300	
11/2016	Kaiser	411.88	10/27/2016	100-0000-21300	
11/2016	Kaiser	1,011.45	10/27/2016	100-0000-21300	
11/2016	Kaiser	24,347.57	10/27/2016	100-0000-21300	
	Check Total:	30,908.95			
Vendor:KiddCur	Law Office of Curtis S. Kidder				ACH Enabled: No
09302016	Sep fees	2,223.00	10/27/2016	100-1100-70000	legal
	Check Total:	2,223.00			
Vendor:LahlBil	Bill Lahl				ACH Enabled: No
4608.101	retirement	158.40	10/27/2016	100-1240-75620	instructor
	Check Total:	158.40			
Vendor:Legal S	Legal Shield				ACH Enabled: No
10/2016	Legal Shield	15.95	10/27/2016	100-0000-21365	
10/2016	Legal Shield	15.95	10/27/2016	100-0000-21365	
	Check Total:	31.90			
Vendor:LeviJul	Julie Levin				ACH Enabled: No
4576.102	stress	37.50	10/27/2016	100-1240-75620	instructor
	Check Total:	37.50			
Vendor:McInerne	McInerney & Dillon				ACH Enabled: No
101051	PO Park Sep fees	4,221.76	10/27/2016	100-1100-70000	legal
101052	SC Sep fees	5,543.13	10/27/2016	100-1100-70000	legal
	Check Total:	9,764.89			
Vendor:MillSta	Miller Starr Regalia				ACH Enabled: No
PRPD53132	Sep fees	9,362.83	10/27/2016	100-1100-70000	legal

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	9,362.83			
Vendor: MJStudio 6049-52	Bruce Jackson MJ Studios art Check Total:	151.20 151.20	10/27/2016	Check Sequence: 29 100-1260-75100	ACH Enabled: No instructor
Vendor: MtDiablo 514921	Mt Diablo Landscape Centers fibr Check Total:	212.39 212.39	10/27/2016	Check Sequence: 30 100-1300-75520	ACH Enabled: No playground
Vendor: NorCals 223047	NorCal Swim Shop 100 caps Check Total:	314.72 314.72	10/27/2016	Check Sequence: 31 100-1280-75620	ACH Enabled: No swim caps
Vendor: P&DApp 80479-in 80480-in	P&D Appliance SC ice maker TC ice maker Check Total:	875.00 416.27 1,291.27	10/27/2016 10/27/2016	Check Sequence: 32 100-1220-75515 100-1255-75515	ACH Enabled: No semi annual PM semi annual PM
Vendor: PERS 101516 101516 101516 101516 101516 101516	CalPERS PERS PERS PERS PERS PERS PERS Check Total:	4,287.54 7,231.95 1,645.35 506.56 1,083.42 1,801.51 16,556.33	10/27/2016 10/27/2016 10/27/2016 10/27/2016 10/27/2016 10/27/2016	Check Sequence: 33 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250	ACH Enabled: No
Vendor: PG&E 10172016	Pacific Gas & Electric Co PO Park Check Total:	14.35 14.35	10/27/2016	Check Sequence: 34 100-1300-65701	ACH Enabled: No utilities
Vendor: PhSen 10292016	Pleasant Hill Seniors Club Mystery 2480.016 Check Total:	200.00 200.00	10/27/2016	Check Sequence: 35 100-1220-75630	ACH Enabled: No reimbursement
Vendor: PleaHill 101416	Pleasant Hill Rec & Park Distr Reimburse Payroll	146,819.12	10/27/2016	Check Sequence: 36 100-0000-10410	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	146,819.12			
Vendor:R-Comput 12927	R-Computer cisco service agreements Check Total:	2,703.00 2,703.00	10/27/2016	Check Sequence: 37 100-1210-75505	ACH Enabled: No warranty
Vendor:Republic 0210-006709616	Republic Services #210 WC	207.47	10/27/2016	Check Sequence: 38 100-1230-65720	ACH Enabled: No dumpsters
0210-006709616	Paso Nagal	171.43	10/27/2016	100-1300-65720	dumpsters
0210006710065	SC	411.69	10/27/2016	100-1220-75515	dumpsters
0210006719175	CC	822.53	10/27/2016	100-1231-65720	dumpsters
	Check Total:	1,613.12			
Vendor:RossRec 99539	Ross Recreation Equipment parts/repairs Check Total:	844.47 844.47	10/27/2016	Check Sequence: 39 100-1300-75520	ACH Enabled: No play equip
Vendor:Spanish 6631-3	Spanish 4 Children immersion Check Total:	1,376.28 1,376.28	10/27/2016	Check Sequence: 40 100-1260-75250	ACH Enabled: No instructor
Vendor:StalGle 2236.101	Glen Staller Ukulele Check Total:	540.00 540.00	10/27/2016	Check Sequence: 41 100-1220-75545	ACH Enabled: No instructor
Vendor:Standard 11/2016	Standard Insurance Company LIFE/ADD/STD/LTD	56.73	10/27/2016	Check Sequence: 42 100-1260-55320	ACH Enabled: No
11/2016	LIFE/ADD/STD/LTD	59.13	10/27/2016	100-1300-55320	
11/2016	LIFE/ADD/STD/LTD	1,648.69	10/27/2016	100-0000-21320	
11/2016	LIFE/ADD/STD/LTD	293.10	10/27/2016	100-0000-21320	
	Check Total:	2,057.65			
Vendor:SuppWor 379812514	Supply Works twl rl	452.72	10/27/2016	Check Sequence: 43 100-1220-75515	ACH Enabled: No supplies
380481887	twl rl	553.38	10/27/2016	100-1231-75515	janitor supplie
380481895	degrsr	74.36	10/27/2016	100-1231-75515	janitor supplie
380482539	twl rl	327.80	10/27/2016	100-1220-75515	janitor supplie
	Check Total:	1,408.26			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:Travel 01052017	Travel Center, Trust Account Jan mystery 2471.017	2,496.00	10/27/2016	Check Sequence: 44 100-1220-75630	ACH Enabled: No Sen trips
01182017	Chinatown 2960.017	250.00	10/27/2016	100-1220-75630	Sen trips
12212016	Motown 2953.016	2,184.00	10/27/2016	100-1220-75630	Sen trips
	Check Total:	4,930.00			
Vendor:UNIVAR sj776365	UNIVAR USA Inc liquichlor	413.24	10/27/2016	Check Sequence: 45 100-1280-75527	ACH Enabled: No pool chems
sj776366	liquichlor	541.80	10/27/2016	100-1280-75525	pool chems
	Check Total:	955.04			
Vendor:USBank 101416	U.S. Bank PARS #6746022400	1,809.38	10/27/2016	Check Sequence: 46 100-0000-21330	ACH Enabled: No
101416	PARS #6746022400	904.67	10/27/2016	100-0000-21335	
	Check Total:	2,714.05			
Vendor:VSP 11/2016	Preferred Benefit VSP Vision	13.60	10/27/2016	Check Sequence: 47 100-0000-21300	ACH Enabled: No
11/2016	VSP Vision	48.20	10/27/2016	100-1100-55300	
	Check Total:	61.80			
Vendor:WhitCas 2232.101	Casey White watercolor	200.00	10/27/2016	Check Sequence: 48 100-1220-75545	ACH Enabled: No instructor
	Check Total:	200.00			
	Total for Check Run:	261,896.69			
	Total Number of Checks:	48			



The October 13, 2016 meeting of the Pleasant Hill Recreation & Park District Board of Directors was called to order by Board Chair Shess at 7:00 p.m. in the Conference Room at the Administrative Office.

PLEDGE OF ALLEGIANCE

Board Chair Shess led the Pledge of Allegiance.

ROLL CALL

BOARD PRESENT: Bonato, Donaghu, Shess, Sterrett

BOARD ABSENT: Glover

STAFF PRESENT: Bradley, Kubota, Lacy

PUBLIC COMMENT

There was no public comment.

REPORT FROM EX-OFFICIO KATELYN DOWNING, COLLEGE PARK HIGH SCHOOL

Ex-Officio Downing gave the following report:

Teen Council news:

- The Teen Council had elections for council positions, which Ethan Tuey was voted as Chair, Katelyn Downing Co-Chair and Kellen Parker as Secretary.
- Teen Council members will assist with the Trunk or Treat on Oct. 28, Breakfast with Santa on Dec. 3 and the Holiday Festival Dec. 7.
- They are starting plans for the Teen Battle of the Bands, which will be in the Spring.
- Unity Day – PACER'S National Bullying Prevention Center is next week and they will be participating.

College Park news:

- They had Homecoming spirit week with a theme each day, the rally was on Oct. 7 and the football game was that same night against Northgate. The Homecoming dance was on Sat. Oct. 8 from 7 – 10pm with a Vegas theme.
- PSAT is on Sat. Oct. 15.
- College visits will be Oct. 14 with University of San Diego, University of Nevada Reno and others that will be represented.
- College Now gave a presentation on Oct. 12 during RTI.
- The MDUSD College Fair is Oct. 24 from 6:30-8:30pm at Ygnacio Valley High School.

CONSENT CALENDAR (Attachment A)

- a. To Approve Bills to be Paid, warrants #23241-23308 (Exhibit 1)
- b. To Approve Minutes of September 8, 2016, September 22, 2016 and Special Meeting Minutes of September 20, 2016 and September 22, 2016 (Exhibit 2)

Upon motion of Donaghu and seconded by Sterrett, the Board approved the consent calendar as presented with minor changes to September 22, 2016 minutes.

REPORT FROM CO-SPONSORED GROUP, PLEASANT HILL/MARTINEZ SOCCER ASSOCIATION DAVE KILLEEN

Board Chair Shess said Representative Dave Killeen had a work emergency and was not able to attend. Staff will re-schedule the presentation for a future date.

AUTHORIZE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH ANTAI SOLUTIONS, LLC FOR MANAGED INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 30, 2017 (Attachment B)

The General Manager reported that the District has been in contract with Antai Solutions, LLC for management of District information technology services since 2012. When the budget for 2015/2016 fiscal year and the 2016/2017 fiscal year, which were approved by the Board in April 2015, it included the updated fees and scope of services. A renewed contract needs to be signed since there were adjustments to the fees and scope of services.

Board Chair Shess and Board Members asked to table this item until further clarification and the contract can be revised as per suggestions from Board Member Bonato.

AUTHORIZE GENERAL MANAGER TO AMEND THE CONTRACT WITH APCO PAVING FOR AN ADDITIONAL \$14,000 FOR THE PLEASANT HILL PARK PATHWAY PROJECT (Attachment C)

General Manager Lacy reported that the Board approved the initial bid from APCO Paving not to exceed \$378,000, but stated that several additions were required. The additions, will require an additional \$14,000 to complete the pathway projects at Pleasant Hill Park. The Board reviewed the additions and Park Superintendent Tom Bradley answered questions and explained some of the additions.

Upon motion of Donaghu and seconded by Sterrett, the Board approved the additional amount of \$14,000 for APCO Paving to complete the additions to the Pleasant Hill Park Pathway Project.

CONFIRM BOARD MEETING DATES FOR NOVEMBER AND DECEMBER 2016 (Attachment D)

The General Manager stated that traditionally the Board Meetings dates are changed for the months of November and December due to the holidays. She asked if the Board would like to still change the dates to the 1st and 3rd Thursdays of each month. Lacy commented that for December the 2nd and 4th Thursday can be kept the same as those would not fall on the holiday, which would be the dates of December 8 and 22.

After some discussion, the Board decided to have the Board Meeting dates changed to November 3rd and 17th, but on November 17 switch the time to 5:30 p.m. to accommodate the Hospice Tree Lighting the same night starting at 6:30 p.m. The Board would also like to have the dates switched for December to December 1st and 15th with the changeover of the Board Officers and the swearing in of the new officers at the first meeting on December 1.

REPORTS AND TO SET BOARD COMMITTEE MEETING DATES

- a. Land and Facility Development Committee** – next meeting will be on October 25, 2016, 3:00 p.m.
- b. Personnel Committee** – nothing to report.
- c. Budget & Finance Committee** – Member Bonato said the reserve study has not come back to the Board. Lacy said she will check with staff and follow up with the Board. A meeting date was set for November 2 at 8:00 a.m.
- d. Program Committee** – October 18, 2016, 1:30 pm.

e. City/District Liaison Committee – nothing to report.

BOARD ANNOUNCEMENTS AND REQUESTS TO STAFF

Sterrett made the following announcements/questions:

- She complimented staff on the bonding rate increase.
- She asked the General Manager about the CSDA Conference, which Lacy stated was good and announced that Sterrett received the highest award, the Hollingsworth Award. Sterrett wanted to attend, but could not and was touched by the award.
- Sterrett wished Board Member Bonato a Happy Birthday, which was yesterday.

Donaghu made the following announcements/questions:

- He announced that the Chamber Mixer will be at Urban Plates on October 18 from 5–7 p.m.
- He attended the Community Service Day and participated and took photos at the Kidstop painting project at Gregory Gardens Elementary.
- He attended the Rodgers Ranch Harvest Festival that was good and well attended.
- StarQuest is scheduled for April 22 and 23, 2017.
- He will miss the next Board Meeting on October 27.

Bonato made the following announcements/questions:

- She participated in the Community Service Day.
- She also attended the Rodgers Ranch Harvest Festival.
- She apologized for not attending the Employee Service Awards.
- She wanted a report on the tow truck and flatbed that has been parking at the School House parking lot.
- She will have surgery on her foot in November and will inform the Board if she will be missing any board meetings.

Shess made the following announcements/questions:

- He asked about the tree well at Pleasant Oaks Park. Park Superintendent Tom Bradley stated that the stump has been removed and the hole has been filled with soil. They are going to wait for the soil to settle and eventually plant another tree there.
- He said he liked the article in the Community Focus that was written by Paul Cotruvo where Board Members and the General Manager were asked what song best describes them. He stated the article was interesting and he enjoyed it.
- He asked for an update regarding the installation of the gate at Dinosaur Hill.

STAFF ANNOUNCEMENTS

The General Manager made the following announcements:

- She reported that the next Closed Session Meeting date will be October 27, 2016 at 6:30 p.m.
- She said she is working on an ordinance for District parking lots and getting signage at the School House parking lot.
- At the CSDA Conference she met many people, where some asked and commented that they missed Sherry Sterrett. She announced that at the luncheon, they announced the Hollingsworth Award for Sherry Sterrett and said it was an honor listening to the presentation.

ADJOURNMENT

Board Chair Shess adjourned the meeting at 8:32 p.m.

Michelle Lacy, Clerk of the Board

STAFF REPORT



To: Board of Directors
From: Korey Riley, Aquatics Supervisor II
Re: Authorization to advertise and solicit bids for renovation of the Pleasant Hill Aquatic Park Pool Deck

BACKGROUND:

The Pleasant Hill Aquatic Park was built in the 1950s. Since then the pools have undergone several renovations, but not the pool deck. The concrete deck has been cut and patched for various projects, including changing the pools from a scum gutter to skimmer system in the early 1990s, replacing area lighting that was damaged when an oak tree fell in winter 2006 and the most recent major pool renovation in 2009. As ground movement and settlement have created cracks in the deck, maintenance staff have ground and patched the deck. Contra Costa County Environmental Health Inspectors have noted the poor condition of the deck in their inspections going back to 2004.

The pool deck was originally approved by the Board for replacement in Fiscal Year (FY) 2015/16. The Board approved Jones & Madhavan as the project architect in August 2015, with a design fee of \$34,000. Jones & Madhavan presented their preliminary design and architect's cost estimate to staff in October 2015. Jones & Madhavan have been paid \$23,800 of the contract, with \$10,200 to be paid in two installments after Plan Approvals and Construction Administration.

The Budget Committee met in November 2015 and February 2016 to review the expenses for the pool deck replacement. In February 2016, the Board approved replacing three underwater lights and conduit in the Dive Pool, so that it could be safely utilized at night for the 2016 season. The underwater lights were replaced by National Aquatic Services, Inc. for \$26,500 in spring 2016.

The Amended FY 2016/17 budget approved by the Board on June 23, 2016 has \$450,000 budgeted in Capital Expenditures for the Pool Deck Replacement Project.

DISCUSSION:

Since 2004, the Pleasant Hill Park Pool deck has been deteriorating and the issues related to safety have become more significant. Short term patches of the pool deck are no longer effective. The deck should be renovated to reduce District liability and improve safety and enjoyment for pool users.

The scope of the project includes:

- Removal and replacement of the pool deck slab and drainage.

ATTACHMENT B

- Removal and replacement of embedded deck anchors, depth markers, and expansion joint around the pools.
- Removal and replacement of the dive pool main drain line below the deck.
- Removal and replacement of ground hydrants and filter room drains.
- Installation of an ADA access ramp and new stairs to the picnic area.
- Removal of two existing 1 meter diving boards and stands. Replacement with one 30" recreational diving board and stand. This is to bring the facility into compliance with California Building Code which requires 12 feet of water depth for 1 meter diving boards.

Proposed Timeline

- | | |
|-----------------------|-------------------------------|
| • Bid | November 7 -Dec 7, 2016 |
| • Potential Award | December 15, 2016 |
| • Contract, Insurance | December 15- January 13, 2017 |
| • Construction | January 16 - March 31, 2017 |

FISCAL IMPACT:

None at this time. Once bids are received staff will provide information to the Board of Directors regarding potential funding and the Board will deliberate and decide if the District will move forward with the project.

EXHIBITS:

Exhibit 1: Cost Estimate Prepared by Jones & Madhavan

PLEASANT HILL AQUATIC PARK COST ESTIMATE

DESCRIPTION	QNTY	UNITS	UNIT COST	SUB TOTAL	DIVISION TOTAL
02 - SITE WORK					
Concrete removal - 6" reinf exterior slab	14,100	SF	2.74	\$38,644	
Concrete removal - 6" reinf interior slab	70	SF	6.30	\$441	
Excavation & fill - hand to 6'	40	CY	47.73	\$1,909	
Excavation, fill & structural compaction	522	CY	31.28	\$16,328	
Concrete disposal - 5 miles	172	CY	14.55	\$2,503	
Sawcut - h surf 4"	80	LF	2.46	\$197	
Sawcut - h surf 6" deck	300	LF	4.18	\$1,254	
					\$61,276
03 - CONCRETE					
Conc - 5" reinf SOG	12,500	SF	10.73	\$134,125	
Conc - 5" reinf ramp	140	SF	13.41	\$1,878	
Conc - 6" reinf stairs	72	SF	16.10	\$1,159	
Conc - integral color	193	CY	120.00	\$23,160	
Dowel - 5/8"	100	EA	31.13	\$3,113	
Forming - wall	250	SF	14.75	\$3,688	
					\$167,122
05 - METALS					
Guardrail	68	LF	70.50	\$4,794	
Stair & ramp handrail 1-1/2"	62	LF	48.00	\$2,976	
					\$7,770
13 - SPECIAL CONSTRUCTION					
Expansion joint & backer rod - 1/2"	423	LF	4.95	\$2,094	
Tile - depth marker	26	EA	86.25	\$2,243	
Tile - no diving graphic	17	EA	109.25	\$1,857	
Bonding clamp	25	EA	84.00	\$2,100	
Disabled lift socket	1	EA	333.50	\$334	
Diving stand & anchors - short	1	EA	6,951.75	\$6,952	
Diving board - 12'	1	EA	3,166.53	\$3,167	
Stanchion socket	7	EA	191.48	\$1,340	
Underwater light	6	EA	276.00	\$1,656	
Wedge anchor & escutcheon	11	EA	204.70	\$2,252	
Hydrostatic test	1	LS	368.00	\$368	
Pipe - 6" sch 80	125	LF	38.17	\$4,771	
Pipe - 6" sch 80 fitting	4	EA	103.50	\$414	
Skimmer cover	12	EA	86.25	\$1,035	
Pool maintenance - 25 yard	1	LS	3,680.00	\$3,680	
					\$34,261

PLEASANT HILL AQUATIC PARK COST ESTIMATE

15 - MECHANICAL

Catch basin	4 EA	132.25	\$529	
Cleanout - 4"	2 EA	271.00	\$542	
Deck drain	11 EA	132.25	\$1,455	
Deck drain piping - 4" sdr 35	400 LF	5.30	\$2,120	
Floor drain	3 EA	323.00	\$969	
Hose bibb	3 EA	360.00	\$1,080	
Pipe - 1-1/2" cast iron	30 LF	19.15	\$575	
Pipe - 2" cast iron	30 LF	20.00	\$600	
Pipe - 3" cast iron	10 LF	27.50	\$275	
Pipe - 0.75" sch 80	100 LF	8.74	\$874	
				\$8,489

16 - ELECTRICAL

Pool light conduit	475 LF	5.00	\$2,375	
				\$2,375

DIVISION TOTAL **\$281,294**

REGIONAL COST ADJUSTMENT **\$56,259**
SUB-TOTAL **\$337,553**

DESIGNER'S CONTINGENCY **\$16,878**
SUB-TOTAL **\$354,430**

OVERHEAD & PROFIT **\$88,608**
TOTAL **\$443,038**

STAFF REPORT



To: Board of Directors
From: Michelle Lacy, General Manager
Re: Authorize General Manager to Enter into an Agreement with Antai Solutions, LLC for Managed Information Technology Services through June 30, 2017

BACKGROUND:

Since 2012 the Pleasant Hill Recreation and Park District (District), has contracted management of its information technology services with Antai Solutions, LLC (Antai). Prior to development and approval of the District's two-year budget in 2015, Antai provided former General Manager Bob Berggren with an updated scope and cost of services for the two-year budget. On July 23, 2015 the Board of Directors (Board) adopted Resolution 2015-07-23A and Resolution 2015-07-23B approving the final 2015-17 budget with the following amounts designated, \$101,800 FY15/16 and \$102,000 FY 16/17, for management of the District's information technology services.

At its regular meeting of October 13, 2016 the Board of Directors provided feedback and suggestions regarding changes to the proposed contract.

DISCUSSION:

The changes proposed by the Board were discussed with District Legal Counsel Curtis Kidder. Exhibit 1 is the revised contract with Mr. Kidder's suggested changes which are also described below:

Section 8- Termination: Added a new (A) which allows District termination of the agreement without cause with thirty days' notice. The old (A) became (B)--the for cause termination by either party--which was revised to clarify the cure process. Old (B) was deleted since it seemed duplicative of the old (A), new (B).

Section 9- Indemnity: Language was added to broaden the coverage of the indemnity--it now includes the District's volunteers as covered parties, includes the actions of the Consultant's subcontractors as a basis for the indemnity, and replaces "Scope of Work" with the "Agreement" in regards to Consultant's performance obligation. Language was added regarding the commencement of Consultant indemnity obligation and the District's right to approve the legal counsel selected by the Consultant to defend the District. The release language was taken out of the first paragraph and is now the second paragraph.

Section 10(D)(3)--Insurance: Deleted "by either party".

ATTACHMENT C

Section 16--Applicable Laws: Added language that the prevailing party in litigation is entitled to an award of attorney's fees. According to Mr. Kidder most public entities do not include such a provision in their contracts.

Section 17--Dispute Resolution: Added this provision which includes an initial meet and confer meeting to resolve any disputed matter. If the matter is not resolved at that meeting, then it is submitted to mediation. The mediator costs are split by the parties; each party's costs are to be covered by that party. A party may not initiate litigation regarding the disputed matter unless the Dispute Resolution process has been used. The Dispute Resolution provision does not affect the parties' right of termination under Section 8. According to Mr. Kidder it is a little unusual to include a Dispute Resolution provision in a contract of this nature--such a provision is usually found in more complex agreements or project-related contracts.

In addition to the changes above, staff incorporated minor formatting changes and spelling errors.

It is recommended the Board of Directors review the revised contract and authorized the General Manager to enter into an agreement with Antai Solutions, LLC for managed information technology services through June 30, 2017.

FISCAL IMPACT:

There are sufficient funds budgeted for the period of this contract.

EXHIBITS:

Exhibit 1: Proposed Agreement with Antai Solutions, LLC with proposed edits from District Legal Counsel Curtis Kidder

**PLEASANT HILL RECREATION AND PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
ANTAI SOLUTIONS, LLC**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into as of the 15th day of June 2015 by and between the PLEASANT HILL RECREATION AND PARK DISTRICT, a California Special District (hereinafter referred to as “District”) and Antai Solutions LLC (dba ONTAI) (hereinafter referred to as “Consultant”).

WITNESSETH: RECITALS

WHEREAS, District desires to contract with a consultant for managed information technology services; and,

WHEREAS, Consultant has represented to District that it has the requisite skill, experience, special knowledge and qualifications and is willing to do said consulting work; and

WHEREAS, District’s Board of Directors approved the entrance of an agreement with Consultant for managed information technology services at its meeting of _____, ~~2015~~2016.

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

1. Term.

The term of this Agreement shall be from ~~June 15~~July 1, 201~~65~~6 to June ~~14~~30, 2017, unless earlier terminated as provided herein (“Term”). The Term may be extended by mutual written agreement of the parties.

2. Scope of Work.

Consultant agrees to perform and furnish the services described herein within the Term hereof.

A. Consultant shall provide the information technology services as described in the Scope of Work, which is attached hereto as Attachment “A” and is incorporated herein by reference. Any changes to the Scope of Work shall be documented as an amendment to Attachment “A”.

B. Consultant, at the written request of District, agrees to provide additional information technology services not included in the Scope of Work, including, but not limited to the services not covered under this Agreement as set forth in the Scope of Work. Consultant

shall be compensated for such additional information technology services as provided in Section 3 below.

- C. Consultant 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 Consultant pursuant to this Agreement.
- D. District's approval of work or other services or materials furnished hereunder shall not relieve Consultant of responsibility for the technical adequacy of its work. Neither District's review, approval or acceptance of, nor payment for, 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. Consultant shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in the Scope of Work have been completed. It is agreed between Consultant and District that those provisions of this Agreement which by their nature continue beyond the expiration or earlier termination of this Agreement, including but not limited to Sections 9, 10 and 11, shall survive the expiration or earlier termination of this Agreement.
- F. District, without cost to Consultant, will provide pertinent information reasonably available to it, which is necessary for performance of the Scope of Work by Consultant under this Agreement, including previous reports and data relative thereto. District does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Consultant will use its professional judgment in the review and use of data so provided. However, Consultant will not be liable for any error or omission in any data furnished by District and used by Consultant which could not reasonably be discovered by Consultant. To this extent Consultant is entitled to rely on data provided by District.

3. **Compensation.**

- A. **Basis of Compensation:** For and in consideration of Consultant's performance of the Scope of Work, District agrees to pay Consultant the amount of \$8,324.00 per month.
- B. **Additional Information Technology Services:** Consultant shall be compensated for additional information technology services, as requested by District, on an hourly basis at the rates set forth in the Fee Schedule, which is attached hereto as Attachment "B" and incorporated herein by reference. The additional information technology services provided by Consultant shall be identified on Consultant's monthly invoice as provided in Section 3(C) below.
- C. **Monthly Payment to Consultant:** Payment will be made by the District within thirty (30) calendar days after receipt of an invoice from Consultant, provided the invoice is accompanied by documentation of services and costs that is determined to be sufficient by District to support the reasonableness and accuracy of said invoice. In the event

District determines that the documentation provided by Consultant is insufficient, Consultant shall provide additional information and documentation to support the amount of the invoice as may be requested by District and allow full and complete access to Consultant's labor cost records and other direct related cost data, and copies thereof if requested by District.

- D. Cost of Rework: Consultant shall, at no cost to District, prepare any necessary rework occasioned by Consultant's failure to provide services required under the Scope of Work in a satisfactory manner, due to any act or omission attributable to the Consultant, or its agents and subcontractors. Nothing in this paragraph is intended to limit the liability of Consultant for damages which might arise from Consultant's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.
- E. The compensation under this Agreement is for professional services and not an hourly wage. District will not withhold any amounts for federal or state taxes. Consultant is solely responsible for paying when due all income taxes, including estimated taxes, and other taxes, if any, incurred as a result of the compensation paid by District to Consultant hereby. District shall issue Consultant an IRS Form 1099 following the end of the calendar year in which it paid compensation hereunder.

4. Consultant's Assigned Personnel.

Consultant designates Richard Miller to act as Project Manager for the performance of the Scope of Work and for all matters relating to performance under this Agreement. Substitution of Mr. Miller as Project Manager, or any other personnel assigned to work on the Scope of Work, will require the prior written approval of District. If District determines that a proposed substitution is not acceptable, then, at the request of District, Consultant shall substitute with a person acceptable to District.

5. Subcontracting/Assignment.

District selected Consultant to perform the services under this Agreement based on Consultant's special skills, experience, knowledge and qualifications. The services contracted for are personal in nature and may not be assigned, delegated or subcontracted without the prior written approval of District. Consultant shall provide a written request to District to assign, delegate or subcontract any portion of the Scope of Work. Contractor shall provide to District any information or documentation requested by District in its consideration of Consultant's request. The written approval of the District resulting in the use of or engagement of a subcontractor or outside consultant does not relieve Consultant of the obligations or covenants contained in this Agreement.

6. Independent Contractor.

District and Consultant agree that Consultant, in the performance of the Scope of Work, is an independent contractor and not an employee or agent of District. Consultant shall be free to contract with other employers for similar services as provided under this Agreement, as long

as such similar services do not interfere with Consultant's performance of the Scope of Work. Consultant understands and acknowledges that Consultant shall not be entitled to any benefits or rights accorded District employees, including but not limited to workers compensation, health, dental and other insurance, retirement benefits, sick leave and/or vacation pay.

7. **Licenses.**

Consultant hereby agrees that Consultant and all of its employees and subcontractors, if any, hold, have obtained, and shall continue to maintain during the Term hereof, all licenses or other statutorily mandated certifications requisite to the performance of the Scope of Work as may be required in the State of California, if any. Failure of Consultant, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof. Consultant shall obtain a business license from Contra Costa County and/or the City of ~~Bay Point~~Pleasant Hill, if required.

8. **Termination.**

A. District may terminate this Agreement without cause upon thirty (30) days written notice to Consultant.

~~AB.~~—Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to ~~fulfill~~perform its duties or obligations under this Agreement through no fault of the terminating party. The terminating party shall provide the defaulting party ten (10) days written notice of such default and the basis for the default. If the defaulting party fails to cure the default within the ten-day period, then the terminating party may terminate this Agreement by providing a notice of termination to the defaulting party~~However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.~~

~~B. Failure of the Consultant to perform any of the services required hereunder in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall constitute a basis for termination. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the Scope of Work will be completed satisfactorily within the Term.~~

C. If District terminates this Agreement pursuant to this Section ~~7~~8, nothing set forth in this Agreement is intended to require the District to compensate Consultant for any services which may be claimed to have been provided or be in progress, if the Distirict reasonably concludes that further compensation is not warranted.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the District all data, information, and materials as Consultant may have

prepared or developed in performing the Scope of Work, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.

- E. Upon termination under subsection 8(C), the sole right and remedy of Consultant shall be to receive payment for all amounts due and not previously paid to Consultant for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of District and any other reasonable cost incidental to such termination of services. Such payments available to Consultant under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

9. Indemnity/Release.

Consultant shall indemnify, hold harmless and defend the District, its elected officials, officers, employees, ~~and agents~~ and volunteers from all claims, suits, causes of action, losses, damages, including property damage, personal injury, including death, and liability of every kind, nature and description, and expenses, including attorneys' fees, to the extent arising out of, pertaining to, or relating to the negligence, ~~recklessness~~, or willful misconduct of Consultant or its subcontractors incident to the performance of this Agreement-Scope of Work, but not including claims, losses, damage, injury, death, or other liabilities caused by the sole active negligence or 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 expiration or earlier termination of this Agreement, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. ~~Consultant hereby releases District, its elected officials, officers, employees and agents from any and all liability arising out of the negligence or willful misconduct of Consultant and/or Consultant's employees, subcontractors and agents in the performance of the Scope of Work. Consultant's indemnification obligation shall commence upon the receipt of notice from District of any such demand, claim or suit or other notice of a legal or administrative proceeding. District shall have reasonable approval of Consultant's selection of counsel to defend District.~~

Consultant hereby releases District, its elected officials, officers, employees, agents and volunteers from any and all liability arising out of the negligence or willful misconduct of Consultant and/or Consultant's officers, employees, subcontractors and agents in the performance of this Agreement.

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

10. Insurance Requirements.

Consultant shall, prior to the commencement of the Scope of Work, procure and maintain, at its own expense, for the duration of this Agreement insurance against claims for injuries to or death of persons or damage to property which may arise out of or in connection with the performance of the Scope of Work by Consultant and its officers, employees, agents and subcontractors.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Coverage is to be endorsed to include contractual liability.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per claim, \$1,000,000 aggregate.

C. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must not exceed \$25,000, unless authorized in writing by the District.

D. Other Insurance Provisions: The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. District, its elected officials, officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by

or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

2. For any claims related to the Agreement, Consultant's insurance coverage shall be primary insurance as respects the District, its elected officials, officers, employees, agents and volunteers, but only to the extent the claims arise out of Consultant's acts or omissions. Any insurance or self-insurance maintained by District, its elected officials, officers, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this ~~elause~~provision shall be endorsed to state that coverage shall not be canceled or materially changed ~~by either party~~, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

F. Verification of Coverage: Consultant 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.

11. Ownership of Documents.

- A. All rights, title, royalties and interest to all work product of Consultant resulting from its performance under this Agreement, including, but not limited to data, reports, estimates, drawings, specifications, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by Consultant in performing work under this Agreement, whether complete or in progress, shall be vested in District, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by Consultant to others without prior written consent of District. If this Agreement is terminated in accordance with Section ~~78~~, Consultant shall deliver such documents within two weeks of receipt of a termination notice.
- B. District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Consultant in the performance of this Agreement. Consultant is solely responsible for any such use.

12. Examination of Records.

Consultant 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 commencement of the Term hereof Agreement upon reasonable notice.

13. Scope of Agreement.

This writing constitutes the entire Agreement between the parties relative to Consultant's services to District hereunder and all preliminary negotiations and agreements are deemed a part of this agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

14. Ratification of Services.

Due to the need for Consultant's services to be provided upon the commencement of the Term hereof, Consultant may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby accepted by District and shall be treated as services performed under the terms and conditions of this Agreement.

15. 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 Consultant: Antai Solutions LLC (dba ONTAI)
79 Muth Dr.
Orinda, CA, 94563
Phone (510) 517-8555

16. Applicable Laws.

Consultant shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be interpreted and enforced in accordance with California law. Any action to interpret or enforce the provisions of this Agreement shall be filed in the Superior Court of Contra Costa County. The prevailing party in any such action shall be entitled to an award of attorney's fees and costs.

17. Dispute Resolution.

The parties shall meet and confer regarding any dispute arising from or relating to this Agreement, subject to the following conditions:

- A. Either party may initiate the meet and confer process in regards to a disputed matter by providing written notice to the other pursuant to this Section and identifying the matter in dispute.
- B. Representatives of the parties shall meet within fifteen (15) days of the date of the written notice and attempt to resolve the dispute in good faith. If the matter in dispute is resolved, then the parties shall document the resolution and takes actions to implement it. A resolution that changes, modifies or amends the provisions of this Agreement shall be documented as an amendment hereto.
- C. If the dispute remains unresolved following the meeting, either party may submit the matter to mediation by providing written notice to the other party within fifteen (15) days following the meet and confer meeting. The mediator shall be selected by mutual agreement of the parties from a list requested from the American Arbitration Association. The costs of the mediator shall be evenly split by the parties; the parties shall pay their own costs of the mediation. Any agreement reached through mediation shall be implemented by the parties. An agreement that changes, modifies or amends the provisions of this Agreement shall be documented as an amendment hereto.
- D. A party may not pursue an action to interpret or enforce the provisions of this Agreement unless it has complied with the meet and confer requirements and the matter in dispute has been heard by a mediator. This provision shall not apply where one of the parties refuses to participate in either the meet and confer process or mediation.
- E. This Dispute Resolution provision shall not affect the parties' rights under Section 8 above.

178. Severability.

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

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

PLEASANT HILL RECREATION AND PARK DISTRICT:

General Manager

NAME OF CONSULTANT FIRM:

Signature

Title

Attachment A – Scope of Work

Service to be included in this contract

Bi-annual "CIO" service to plan out roadmap of IT Solutions that are right-sized for customer.

Day to day network domain maintenance such as adding or deleting a user account, changing passwords and levels of security on server file structures by either remote or physical presence.

Creation and maintenance of network documentation and server Change Management Logs.

Bi-monthly individual health checks of server statistics including documentation of performance values.

Bi-monthly individual inspection of backup logs

Monthly test restore of tape backup to ensure data integrity.

Installation of Service Packs for Servers or Server based applications as needed.

Basic repair of desktop computing environments such as missing icons, missing shortcuts, corrupted application installations or installation of preventative maintenance software on up to 10% of total covered units in a single visit either by Patch Management System or in person.

Trouble-shooting network connectivity issues either local or Internet based.

Any services required recovering from downtime cause by workmanship errors on the part of a Antai Solutions employee.

24 hour phone support by phone.

4 hours of pre-scheduled onsite support per month (Trips Meetings).

4 hours of onsite support initiated by an emergency support call. Any subsequent time required to complete recovery of server, gateway or workstation systems will be billed at normal emergency rates as described in Appendix B.

Services NOT covered in this contract

Installation of any new Server, Gateway, Printer or Workstation systems

System upgrades that are required on more than 10% of total covered units that cannot be applied by Patch Management System.

Software installation on more than 10% of total covered units that cannot be applied by Patch Management System.

Complete re-installation of workstation systems for any reason.

Complete re-installation of Server systems for any reason.

Complete restore from tape backup of Server systems

Any changes, modifications or services additions to the Logon Domain, network environment or network infrastructures that are not maintenance or disaster-recovery services by nature.

Recovery from failure caused by any hardware on the network.

Scheduling of Services

This contract includes labor service to include immediate 24x7x365 coverage for emergencies that inhibit the company's ability to conduct business. The company will initiate a service call by using the 24-hour service phone number as specified by their Antai representative. If not immediately connected with the Antai representative, The company must leave a message with the nature of the issue, time and date, to initiate the service timer. The company is guaranteed to have a Antai network engineer on the phone within two hours of reporting an emergency that inhibits the company's ability to conduct business. If such emergency cannot be resolved remotely, an Antai representative will be onsite within two hours for any incident reported before 2:30 PM PST. After hours (if access is available) or next-day coverage will be considered as same-day coverage for reports after 2:30 PM PST.

Any other services (outside of the regularly scheduled maintenance visits) will be scheduled at the earliest convenience of the company and Antai and will not exceed 48 hours of request for service. Any emergency coverage is included for the first four hours, after which normal billable rates will be applied.

Attachment B

Standard Labor Rates

Standard Network Rates

First Hour	Next Hour(s)	Overtime	Weekend & Holiday
195.00	150.00	225.00	295.00/225.00

Advanced Labor / Consultant Labor

First Hour	Next Hour(s)	Overtime	Weekend & Holiday
275.00	225.00	325.00	395.00/325.00

Computer Fix and Break Rates

First Hour	Next Hour(s)	Overtime	Weekend & Holiday
145.00	100.00	175.00	225.00/175.00

Emergency Rates

First Hour	Next Hour(s)	Overtime	Weekend & Holiday
395.00	325.00	425.00	395.00/325.00

Incremental Unit increase:

Server	266.02
Workstation	60.32
Infrastructure Node	132.72