Welcome to a meeting of the Parks, Recreation and Community Services Commission of the City of San Bernardino.

- Anyone who wishes to speak during public comment or on a particular item will be required to fill out a speaker slip. Speaker slips must be turned in to the Secretary. You may email your request to speak to Nichols_le@sbcity.org prior to 4:00 p.m. Each request will cover one speaker. Those who wish to speak must submit their own request to be called on by the Chairperson.
- There is a 3-minute-per-person time limit for all comments, excluding quasi-judicial hearings.
- Written comment on any item may also be submitted to the Secretary to be included in the meeting record. It will not be read aloud by the Secretary.
- Those who wish to speak on public or quasi-judicial hearing items will have three minutes for each item.
- All who wish to speak, including commissioners and staff, need to be recognized by the Chairperson or Vice-Chairperson before speaking.
- Please contact the Parks, Recreation & Community Services Office (909-384-5233) two working days prior to the meeting for any requests for reasonable accommodation to include interpreters.
- All documents for public review are on file with the City Clerk’s Office or may be accessed online by going to www.sbcity.org.
- Please turn off or mute your cell phone while the meeting is in session.
CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS FOR ITEMS LISTED AND NOT LISTED ON THE AGENDA

A three-minute limitation shall apply to each member of the public who wishes to address the Parks, Recreation and Community Services Commission on any item on the agenda, excluding public hearings. There is no limit to the number of items that may be discussed within the three-minute time limit. To be called on by the Chairperson, please turn in individual speaker slips to the Secretary by 4:00 p.m. the day of the meeting. If you wish, you may email your speaking request to Nichols je@sbcity.org prior to the beginning of the meeting. Emailed requests to speak will not be accepted from anyone but the person requesting to speak.

CONSENT CALENDAR

There will be no separate discussion of Consent Calendar items unless a Commissioner requests that the item be considered in its normal sequence on the agenda.

1. Approval of Draft Minutes

   Recommendation: Approve the minutes of the regular Meeting of November 21, 2019

STAFF REPORT

2. Election of Officers

3. Anne Shirrells Park and Community Center Capital Improvement Project and Lease Amendment (Update)

4. 2020 Park Revitalization/Flight Blight Calendar

5. Parks Landscape Maintenance Contract (Review Scope of Work)

6. Agenda Item Requests for Future Meetings

7. Director Oral Report

   ◆ KaBoom Playground Build at Hudson Park
   ◆ Recreation Events
     ◆ City-Wide Events
     ◆ Community Center Events/Programs
   ◆ Senior Services Update
8. Commissioner Oral Report

9. ADJOURNMENT

The next regular meeting of the Parks, Recreation and Community Services Commission will be held on Thursday, February 20, 2020 at 4:00 p.m. in the Board Room located at 201 North “E” Street, 3rd Floor, San Bernardino, California 92401.
City of San Bernardino
290 North D Street
San Bernardino, CA 92401
http://www.sbcity.org

Chairperson Janette Mckaig
Vice Chairperson Roxana M. Barrera
Commissioners
Frank J. Flores
Brenda Bell
Danielle A. Jones
Brian W. Davison
Charle' Jacobs
Richard P. Avila
Alissa Payne

MINUTES
FOR THE
PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION
OF THE CITY OF SAN BERNARDINO

THURSDAY, NOVEMBER 21, 2019
CONFERENCE ROOM

CALL TO ORDER

The Regular Meeting of the Parks, Recreation and Community Services Commission of the City of San Bernardino was called to order by Janette Mckaig at 4:04 pm, November 21, 2019 in the Board Room, 201 North "E" Street, 3rd Floor, San Bernardino, CA.

PLEDGE OF ALLEGIANCE

ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roxana M. Barrera</td>
<td>Commissioner, Ward 1</td>
<td>Present</td>
<td>4:00 pm</td>
</tr>
<tr>
<td>Frank J. Flores</td>
<td>Commissioner, Ward 2</td>
<td>Present</td>
<td>4:00 pm</td>
</tr>
<tr>
<td>Brenda Bell</td>
<td>Commissioner, Ward 3</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>Danielle A. Jones</td>
<td>Commissioner, Ward 4</td>
<td>Present</td>
<td>4:25 pm</td>
</tr>
<tr>
<td>Brian W. Davison</td>
<td>Commissioner, Ward 5</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>Charle' Jacobs</td>
<td>Commissioner, Ward 6</td>
<td>Present</td>
<td>4:00 pm</td>
</tr>
<tr>
<td>Janette Mckaig</td>
<td>Commissioner, Ward 7</td>
<td>Present</td>
<td>4:00 pm</td>
</tr>
<tr>
<td>Richard P. Avila</td>
<td>Commissioner, Mayor's Appointee</td>
<td>Present</td>
<td>4:00 pm</td>
</tr>
<tr>
<td>Alissa Payne</td>
<td>Commissioner, Mayor's Appointee</td>
<td>Present</td>
<td>4:05 pm</td>
</tr>
<tr>
<td>Jim Tickemyer</td>
<td>Staff Liaison</td>
<td>Present</td>
<td>4:00 pm</td>
</tr>
</tbody>
</table>

PUBLIC COMMENTS FOR ITEMS LISTED AND NOT LISTED ON THE AGENDA
Regular Meeting

Minutes

November 21, 2019

No Public Comments

CONSENT CALENDAR

1. Approval of Draft Minutes
   
   **Motion:** Approve the minutes of the regular meeting of October 17, 2019

   **RESULT:** ADOPTED (6 - 0)
   **MOVER:** Frank J Flores
   **SECONDER:** Roxana M Barrera
   **AYES:** Barrera, Flores, McKaig, Avila, Payne, Jacobs
   **ABSENT:** Jones, Bell, Davison

2. December Meeting Cancellation
   
   **Motion:** Move to keep regular scheduled meeting of the Parks, Recreation and Community Services Commission meeting for December 19, 2019.

   **RESULT:** ADOPTED (7 - 0)
   **MOVER:** Janette McKaig
   **SECONDER:** Frank J Flores
   **AYES:** Barrera, Flores, Jones, Jacobs, McKaig, Avila, Payne
   **ABSENT:** Bell, Davison

3. Adjournment
   
   The meeting adjourned at 4:49 pm.

   The next Regular Meeting of the Parks, Recreation and Community Services Commission will be held on December 19, 2019 at 4:00 pm in the Board Room located at 201 North “E” Street, 3rd Floor, San Bernardino, California 92401.

   By: Lesa Nichols
   Lesa Nichols, Administrative Assistant/Secretary
City of San Bernardino
Parks, Recreation and Community Services Commission

Date: December 19, 2019

To: Parks, Recreation and Community Services Commission

Subject: Anne Shirrells Park and Community Center Capital Improvement Project and Lease Amendment

Recommendation
Review and consider request from the Akoma Unity Center (AUC) to:

1. Amending the Lease between the City of San Bernardino and Akoma Unity Center for use of Anne Shirrells Community Center facility at 1367 North California Street, San Bernardino, California from July 1, 2018 through June 30, 2026; and

2. Amending the FY 2019/20 Capital Improvement Program (CIP) to add Anne Shirrells Community Center Improvements; authorizing the Director of Finance to accept the $135,000 contribution from the MAC Foundation; and appropriating $73,308 from the Cultural Development to complete the project.

Background
On August 15, 2018, the Mayor and City Council adopted Resolution No. 2018-208, authorizing an agreement with the Akoma Unity Center (AUC) for the use of Anne Shirrells Community Center through a three (3) year lease with two (2) one-year extension options effective August 15, 2018, through June 30, 2021.

Discussion
The Akoma Unity Center (AUC) has secured $135,000 in funding from the More Attractive Community (MAC) Foundation to complete improvements at the Anne Shirrells Park and Community Center. Receipt of the funding from the MAC Foundation requires matching funds contributed by the City ($73,308) in addition to an extension of the current lease agreement, adding five (5) years to the initial term for the AUC’s use of the Anne Shirrells Community Center through June 30, 2026. A letter of commitment from the MAC Foundation will be provided to the City following the next meeting of the Board of Directors scheduled on December 19, 2019.

The proposed park and community center projects supported by the AUC and the MAC...
Foundation allow the City to leverage existing resources to provide needed improvements at Anne Shirrells Park and Community Center, enhancing services to the community which include the following:

<table>
<thead>
<tr>
<th>Project</th>
<th>Projected Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volleyball Court Renovation</td>
<td>$85,000</td>
</tr>
<tr>
<td>Meditation Garden/Landscaping</td>
<td>$35,000</td>
</tr>
<tr>
<td>Community Garden</td>
<td>$25,000</td>
</tr>
<tr>
<td>Mural</td>
<td>$13,308</td>
</tr>
<tr>
<td><strong>SUB TOTAL</strong></td>
<td><strong>$158,308</strong></td>
</tr>
<tr>
<td>Design</td>
<td>$25,000</td>
</tr>
<tr>
<td>Construction Mgt./Inspection</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$208,308</strong></td>
</tr>
</tbody>
</table>

If approved by the City Council, City staff will manage the capital improvement projects including design, bidding, and construction. The AUC is also seeking authorization to renovate the basketball court which will be completed if AUC is able to secure additional grants/donations to fund the project at an estimated cost of $95,000. If authorized, City staff will solicit bids for the basketball court which will be awarded only if outside funding is secured by the AUC to cover the cost of construction. Completion of the identified projects will take 6 to 9 months.

A fair market rental rate analysis was performed by the City of San Bernardino Real Property Division to start the negotiations of the lease amendment. Given that the services provided by AUC positively engages the local community by providing many services addressing education, recreation, sports, and special interests, AUC has occupied and programmed the Anne Shirrells Community Center at a reduced rental rate. The proposed amendment includes a cost escalator that aligns more closely with the fair market rental rate for similarly sized properties, helping to off-set increased facility maintenance costs while providing for community support services and recreational programming.

**2019-20 Goals and Objectives**
Support of the proposed capital improvement projects at Anne Shirrells Park and Community Center aligns with Goal No. 7: **Pursue City Goals and Objectives by Working with Other Agencies.**

**Fiscal Impact**
The estimated project cost for the Ann Shirrells Park and Community Center improvements total of $208,308. The MAC Foundation has committed to contributing $135,000 in funding. If approved, the City will need to provide the balance of the funding required to support the project, totaling $73,308. Sufficient resources are available in the Cultural Development Fund (247) to allow for the identified project expenditure.
Under the proposed terms of the amended lease agreement, the City will receive $138,288 in total revenue (Year One - $12,096; Year Two - $12,096; Year Three - $12,096; Year Four - $18,000; Year Five - $18,000; Year Six - $18,000; Year Seven - $24,000; Year Eight - $24,000).

**Conclusion**
Review and consider request from the Akoma Unity Center (AUC) to:

1. Amend the Lease between the City of San Bernardino and Akoma Unity Center for use of Anne Shirrells Community Center facility at 1367 North California Street, San Bernardino, California from July 1, 2018 through June 30, 2026; and

2. Amend the FY 2019/20 Capital Improvement Program (CIP) to add Anne Shirrells Community Center Improvements; authorize the Director of Finance to accept the $135,000 contribution from the MAC Foundation; and appropriate $73,308 from the Cultural Development to complete the project.

**Attachments**
- Attachment 1: Lease Agreement Resolution No. 2018-208
- Attachment 2: Proposed Lease Amendment
- Attachment 3: Project Area

**Ward: 6**

**Previous Synopsis of Council Actions:**
On June 6, 2016, the Mayor and City Council adopted Resolution No. 2016-171, approving an agreement with United Nations of Consciousness for use of Anne Shirrells Community Center.

On August 15, 2018, the Mayor and City Council adopted Resolution No. 2018-208, approving an agreement with Akoma Unity Center for the use of Anne Shirrells Community Center.
LEASE AGREEMENT

between the

CITY OF SAN BERNARDINO

and

AKOMA UNITY CENTER, INC.

CITY:
CITY OF SAN BERNARDINO
290 North “D” Street
San Bernardino, CA 92418

LESSEE:
AKOMA UNITY CENTER, INC.
985 Kendall Drive, Suite A319
P.O. Box 319
San Bernardino, CA 92407

PREMISE ADDRESS:
Anne Shirells Community Center
1367 North California Street
San Bernardino, CA 92411

TERM OF LEASE:
Three (3) Years with Two (2) One-year Options

COMMENCEMENT: 08/15, 2018
1. PARTIES.

This lease AGREEMENT (the "AGREEMENT") is entered into this 15th day of August 2018 ("Effective Date"), by and between the Akoma Unity Center, Inc. ("LESSEE") a corporation incorporated under the laws of the State of California and the City of San Bernardino a charter city and municipal corporation ("CITY"). (Individually CITY and LESSEE may be referred to as a "PARTY" and collectively CITY and LESSEE may be referred to as the "PARTIES")

2. PREMISES LEASED.

CITY leases to LESSEE and LESSEE leases from CITY the Anne Shirrells Community Center (the "PREMISES"), a 4,200 square foot community center at Anne Shirrells Park. The PREMISES is located at 1367 N. California Street in the city of San Bernardino and the County of San Bernardino and contains open recreation area, four (4) offices, restrooms and a break room.

3. TERM.

The AGREEMENT’s initial term ("INITIAL TERM") shall commence Effective Date ("COMMENCEMENT DATE") and end on June 30, 2021 ("ENDING DATE").

4. RENT.

4.1 LESSEE shall pay to CITY the following rental payments in advance on the first day of each month, commencing on COMMENCEMENT DATE, and continuing through the INITIAL TERM.

Year One (1) [commencement date through June 30, 2019] $1,008.00 per month
Year Two (2) [July 1, 2019 through June 30, 2020] $1,008.00 per month
Year Three (3) [July 1, 2020 through June 30, 2021] $1,008.00 per month

4.2 Rent for any partial month shall be prorated based on the actual number of days of the month. CITY shall accept all rent and other payments from LESSEE under this AGREEMENT via electronic funds transfer directly deposited into the CITY's designated checking or other bank account or any other means mutually agreed upon by the CITY and LESSEE. CITY shall provide to LESSEE all directions, information, and forms necessary to process EFT payments.

5. OPTION TO EXTEND TERM.

CITY gives to LESSEE the option to extend the term of the LEASE on the same provisions and conditions, except for monthly rent, for two (2) one-year periods ("EXTENDED TERMS") following expiration of the INITIAL TERM, by LESSEE giving notice of its intention to exercise the option to CITY within thirty (30) days’ prior to the expiration of the preceding term or during any holding over pursuant to SECTION 7, HOLDING OVER. The rent for each extended term shall be adjusted by good faith negotiations of the PARTIES to the fair market rental rate then prevailing based on the rental rates of comparable leased property in the City of San Bernardino. The extensions and monthly rate adjustments will be pursuant to written authorization of the City Manager. This Agreement may be terminated at any time upon thirty (30) days written notice by either party.

6. RETURN OF PREMISES.
The LESSEE agrees that it will, upon termination of the AGREEMENT, return the PREMISES in good condition and repair as the PREMISES now are or shall hereafter be put; reasonable wear and tear accepted.

7. HOLDING OVER.

In the event the LESSEE shall hold over and continue to occupy the PREMISES with the consent of the CITY, whose consent shall only be given in writing, and may be pursuant to the written authorization of the City Manager only, and in the sole discretion of CITY, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this AGREEMENT.

8. TAXES.

CITY shall pay all real property taxes, and general and special assessments levied and assessed against the PREMISES.

9. USE.

LESSEE shall occupy and use the PREMISES during the term hereof exclusively for the operation of the agreed upon Anne Shirrells Community Center Operations Plan and in compliance with all federal, state and local laws. LESSEE shall provide the CITY verification that all staff, instructors, and volunteers who will be working with minors have submitted to and passed Live-Scan background checks prior to assignment and renewed annually.

10. HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS.

10.1 CITY shall, at its sole expense, ensure that the PREMISES meets applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings including any requirements for a notice of completion, certificate of occupancy, or California Title 24 requirements.

10.2 CITY shall, at its sole expense, ensure that the PREMISES meet the applicable requirements of the Americans with Disabilities Act ("ADA").

11. SIGNS.

LESSEE will display from windows and/or marquee of the PREMISES only such sign or signs as are not prohibited by law.

12. MAINTENANCE.

12.1 CITY shall, at its sole expense, perform such inspections, maintenance and repairs are necessary to ensure that all portions of the PREMISES, including but not limited to the following, are at all times in good repair and safe conditions;

12.1.1 The structural parts of the building and other improvements that are a part of the PREMISES, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,

12.1.2 The electrical, plumbing, and sewage systems, including without limitations, those portions of the systems, including, without limitation, those portions of the systems owned or controlled by CITY lying outside the PREMISES; and,
12.1.3 Window frames, gutters, and downspouts on the building and other improvements that are part of the PREMISES; and,

12.1.4 Heating, ventilation and air conditioning (HVAC) systems servicing the PREMISES including changing heating and air-conditioning filters every four (4) months; and,

12.1.5 The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora; and,

12.1.6 LESSEE shall, at its sole expense, provide janitorial services, keep the interior of the PREMISES in a clean and orderly condition, reasonable wear and tear excluded, and undertake minor maintenance of the interior PREMISES such as unstoppage of toilets and changing of light bulbs and servicing of the fire extinguisher or any other fire suppression equipment attached to the facility.

12.1.7 LESSEE shall at regular intervals, but no less than monthly, conduct an inspection of the PREMISES to determine if any maintenance or repair is necessary. LESSEE shall communicate the necessity for maintenance or repair to the CITY in writing in conformity with Section 24, NOTICE. If LESSEE gives notice to CITY of a condition requiring maintenance or repair, CITY shall use its best efforts to diligently commence the performance of its maintenance or repair obligations within a reasonable time of receiving such notice. In the case of an emergency where maintenance or repair must occur immediately and CITY is unable to perform its obligation to maintain or repair immediately, LESSEE may perform maintenance or repair. CITY shall deduct the sum of LESSEE’s actual and reasonable expenses of performing emergency maintenance or repair from LESSEE’s future rental payments until LESSEE is reimbursed in full upon presentation of receipts and/or other documentation supporting the amount expended.

13. ALTERATIONS.

LESSEE shall not make any structural or exterior improvements or alterations to the PREMISES without CITY’s consent. Any such alterations shall remain on and be surrendered with the PREMISES on expiration or termination of the AGREEMENT.

14. FIXTURES.

LESSEE shall have the right during the term(s) of this AGREEMENT to install shelving and fixtures, and make interior, non-structural improvements or alterations on the PREMISES. Such shelving, fixtures, improvements, and alterations shall remain the property of the LESSEE and may be removed by the LESSEE during the term(s) of this AGREEMENT or within a reasonable time thereafter, provided that the LESSEE restores the PREMISES to the condition as it existed at the commencement of this AGREEMENT, reasonable wear and tear excluded, or the LESSEE may elect, with CITY’s written consent to be given at CITY’s sole discretion, to surrender all or any part of such shelving, fixture, improvements and alterations, to the CITY, in which case LESSEE shall have no duty to restore the PREMISES.

15. UTILITIES.
CITY shall furnish to the PREMISES and CITY shall pay all service charges and related taxes for electric, gas, water, fire alarm services and all other utilities. LESSEE shall furnish and pay for its own security, telephone, cable, internet services and will contract with Burrtec for trash services.

16. HOLD HARMLESS.

LESSEE agrees to and shall indemnify and hold the CITY, its elected officials, employees, agents or representative, free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged act or omission of LESSEE, its employees, agents, or subcontractors, arising, relating to, or in any way connected with the performance under this AGREEMENT, unless the bodily injury or property damage was actually caused by the sole negligence of the CITY, its elected officials, employees, agents or representative. As part of the foregoing indemnity, LESSEE agrees to protect and defend at its own expense, including attorney’s fees, the CITY, its elected officials, employees, agents or representative from any and all legal actions based upon such actual or alleged acts or omissions. LESSEE hereby waives any and all rights to any types of express or implied indemnity against the CITY, its elected officials, employees, agents or representatives, with respect to third party claims against the LESSEE relating to or in any way connected with the accomplishment of work or performance of services under this AGREEMENT.

17. INSURANCE.

17.1 CITY is a self-insured public entity for the purposes of professional liability, general liability, and workers’ compensation.

17.2 LESSEE shall obtain and maintain during the life of the AGREEMENT all of the following insurance coverage:

17.2.1 Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage blanket contractual liability, fire, premises liability, and personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

17.2.2 Automobile liability for owned vehicles, hired and non-owned vehicles, with policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

17.2.3 Workers’ compensation insurance as required by the State of California.

17.3 The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provision:

17.3.1 Additional insureds: “The City of San Bernardino and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City.”

17.3.2 Notice: “Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.”

17.3.3 Other insurance: “Any other insurance maintained by the City of San Bernardino shall be excess and not contributing with the insurance provided by this policy.”
17.4 LESSEE shall provide the CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this AGREEMENT.

17.5 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained within this AGREEMENT, or the extent to which LESSEE may be held responsible for payments of damages to persons or property.

18. DESTRUCTION OF PREMISES.

18.1 During the term(s) of this AGREEMENT, if any casualty, other than resulting from LESSEE’s use of the PREMISES, renders a portion of the PREMISES unusable for the purpose intended, then CITY shall, at CITY’s sole expense, restore the PREMISES and repair any damages caused by such casualty as soon as reasonable possible and this AGREEMENT shall continue in full force and effect. If CITY does not commence the restoration of the PREMISES in a substantial and meaningful way within thirty (30) days following the CITY’s receipt of written notice of the casualty, or should CITY fail to diligently pursue completion of the restoration of the PREMISES, or if the time required to restore the PREMISES is estimated to exceed ninety (90) days, LESSEE may, at its option, terminate this AGREEMENT immediately upon written notice to the CITY. If LESSEE elects to terminate this AGREEMENT pursuant to this section, LESSEE shall be discharged from all future obligations under this AGREEMENT.

18.2 In the event there is a destruction of a portion of the PREMISES as set out in Subsection 18.1 above, there shall be an abatement or reduction in the rent between the date of the destruction and the date of completion of the restoration or the date of termination of the AGREEMENT, whichever comes first. The abatement or reduction in rent shall be in proportion to the degree to which LESSEE’s use of the PREMISES is impaired.

18.3 In the event the CITY is required to restore PREMISES as provided in Subsection 18.1 above, CITY shall not be required to restore any structure or exterior improvements or alterations made to the PREMISES by LESSEE pursuant to Section 13, Alterations above or any shelving, fixtures, or interior nonstructural improvement or alterations made by LESSEE pursuant to Section 14, Fixtures above.

18.4 If any casualty resulting from LESSEE’s use of the PREMISES renders the PREMISES unusable for the purposes intended, or for any other purpose, then LESSEE shall, at LESSEE’s sole expense, restore the PREMISES and repair any damages caused by such casualty as soon as reasonable possible and this AGREEMENT shall continue in full force and effect.

18.5 It is the purpose and intent of Subsections 18.1 through 18.4, inclusive, to determine what PARTY shall bear the initial responsibility for restoration of the PREMISES in the event of any such destruction and not to determine the PARTY ultimately responsible for the costs of such restoration.

19. CITY’S DEFAULT.

Except where another time limit is specifically provided, CITY shall be in default of this AGREEMENT if CITY fails or refuses to perform any material provisions of this AGREEMENT and such failure or refusal to perform is not cured within thirty (30) days following CITY’s receipt of
written notice of default from LESSEE. If the default cannot be reasonable cured within thirty (30) days, CITY shall not be in default of this AGREEMENT if City commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

20. LESSEE’S REMEDIES ON CITY’S DEFAULT.

LESSEE, at any time after CITY is in default, can terminate this AGREEMENT immediately upon written notice to CITY or can cure the default. If LESSEE at any time, by reasons of CITY’s default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSEE shall have the right to withhold from future rent due the sum LESSEE has paid until LESSEE is reimbursed in full for the sum. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this AGREEMENT.

21. LESSEE’S DEFAULT.

The occurrence of any one or more of the following event shall constitute a default of breach of this AGREEMENT by LESSEE:

21.1 The vacating for more than thirty (30) consecutive days or abandonment of the PREMISES by LESSEE.

21.2 The failure of LESSEE to perform any material provisions of this AGREEMENT to be performed by LESSEE, including the payment of rent, upon written notice by the CITY to LESSEE.

21.3 It is not the purpose of this section to extend the notice requirements of the unlawful detainer statutes in California.

22. CITY’S REMEDIES ON LESSEE’S DEFAULT.

It is not the purpose of this section to extend the notice requirements of the unlawful detainer statutes in California. The remedies contained herein are in addition to, and not in lieu of, any other remedies available to CITY under relevant state law.

22.1 In the event of any default by LESSEE, which is not cured by LESSEE, CITY may at its election, terminate this AGREEMENT by giving LESSEE thirty (30) days’ notice of termination.

22.2 On termination of this AGREEMENT for default pursuant to this section CITY shall have the right to recover from LESSEE all amounts for any and all damages, which may be the direct or indirect result of such default, including, but not limited to:

22.2.1 The worth, at the time of the award, of the unpaid rent that has been earned at the time of the termination of the AGREEMENT; and,

22.2.2 The worth, at the time of the award, of the amount by which unpaid rent that would have been earned after the date of termination of this AGREEMENT until the time of award exceeds the amount of the loss of rent that CITY proves could not have been reasonable avoided; and,
22.2.3 The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that CITY proves could not have been reasonably avoided; and,

22.2.4 Any other amount of necessary to compensate the CITY for all detriment proximately caused by LESSEE’s default which CITY proves could not have been reasonably avoided.

22.2.5 "The worth, at the time of the award", as used in this section is to be computed by allowing interest at the maximum rate CITY is permitted by law to charge or computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

23. CITY’S ACCESS TO PREMISES.

CITY and its authorized representative shall have the right to enter the PREMISES at all reasonable times for any of the following conditions:

23.1 To determine whether the PREMISES are in good condition; and,

23.2 To do any necessary maintenance and to make any restoration to the PREMISES that CITY has the right or obligation to perform; and,

23.3 To serve, post, or keep posted any notices required by law; and,

23.4 To show the PREMISES to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the term; and,

23.5 For any other lawful purpose.

CITY shall conduct its activities on the PREMISES as allowed in this section in a manner that will reduce possible inconvenience, annoyance, or disturbance to LESSEE.

24. NOTICES

Any notices, documents, correspondence, or other communication concerning this AGREEMENT or the services provided hereunder may be provided by personal delivery or U.S. Mail. If personally delivered the notice shall be deemed delivered at the time of personal delivery. If sent by U.S. Mail the notice shall be deemed delivered forty-eight (40) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

TO THE CITY:
Jim Tickemyer, Director
City of San Bernardino Parks, Recreation and Community Services
290 North D Street
San Bernardino, CA 92401
(909) 384-5233

TO THE LESSEE:
Kimberly Calvin, Executive Director
Akoma Unity Center
985 Kendall Drive, Suite A319
P.O. Box 319
San Bernardino, CA 92407
(909) 217-7956

Either PARTY may change the address for delivery of notices by sending notice of the change to the other PARTY in conformity with this Section.

25. ASSIGNMENT.
LESSEE shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the LESSEE’s interest in this AGREEMENT without CITY’s prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this AGREEMENT and cause for the termination of this AGREEMENT. Regardless of CITY’s Consent, no subletting or assignment shall release LESSEE of LESSEE’s obligation to perform all other obligations to be performed by LESSEE hereunder for the term of this AGREEMENT.

26. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire agreement and the understanding between the PARTIES, and supersedes any prior agreements and understanding relating to the subject matter of this AGREEMENT.

27. REMEDIES: WAIVER.

All remedies available to either PARTY for one or more breaches by the other PARTY shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies.

The delay or failure of either PARTY to require performance or compliance of the other of any of its obligations under this AGREEMENT shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provisions of this AGREEMENT shall be effective unless made in writing and signed by a duly authorized representative of the PARTY against whom it is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of such right or remedy with respect to any future occurrences or events and shall not be deemed a continuing waiver.

28. AMENDMENT.

No amendment to this AGREEMENT will be effective unless it is in writing and signed by both PARTIES.

29. SUCCESSORS AND ASSIGNS.

This AGREEMENT shall be binding on and inure to the benefit of the PARTIES to this AGREEMENT and their respective heirs, representative, successors, and assigns.

30. SEVERABILITY

If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provisions in any other circumstance, and the remaining provisions of this AGREEMENT shall remain in full force and affect.

31. TIME IS OF THE ESSENCE.

Time is of the essence of each provision of this AGREEMENT which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be within a reasonable time.
32. QUIET ENJOYMENT.

Subject to the provisions of this AGREEMENT and conditioned upon performance of all the provisions to be performed by LESSEE hereunder, CITY shall secure to LESSEE during the AGREEMENT term the quiet and peaceful possession of the PREMISES and all rights and privileges appertaining thereto.

33. PROVISIONS ARE COVENANTS AND CONDITIONS.

All provision, whether covenants or conditions, on the part of either PARTY shall be deemed both covenants and conditions.

34. CONSENT.

Whenever consent or approval of either PARTY is required that PARTY shall not unreasonable withhold, condition, or delay such consent or approval, unless the provision providing for such consent or approval specifically provides such consent or approval may be given in the PARTY’s discretion.

35. EXHIBITS.

All exhibits referred to are attached to this AGREEMENT and incorporated by reference.

36. LAW.

This AGREEMENT shall be governed and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws.

37. VENUE.

The parties hereto agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated either in the Superior Court of the State of California for the County of San Bernardino or the United States District Court for the Central District of California, Riverside Division. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature.

38. ATTORNEY’S FEES AND COSTS.

In the event that litigation is brought by any PARTY in connection with this AGREEMENT, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing PARTY in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions or provisions enforcing this AGREEMENT on behalf of the CITY shall be considered as “attorneys’ fees” for the purposes of this section.

39. RIGHT TO TERMINATE.

This AGREEMENT may be terminated at any time by thirty (30) days written notice by either PARTY for any reason or no reason. In the event that LESSEE terminates this AGREEMENT pursuant to this section, the CITY shall have the right to receive from LESSEE only the rent which would have been earned at the date of termination of this AGREEMENT.
40. HEADINGS.

The subject headings of the sections of this AGREEMENT are included for the purposes of convenience only and shall not affect the construction or the interpretation of any of its provisions.

41. SURVIVAL.

The obligations of the PARTIES that, by their nature, continue beyond the term of the AGREEMENT, will survive the termination of the AGREEMENT.

42. ESTOPPEL CERTIFICATE.

Each PARTY within thirty (30) days after notice from the other PARTY shall execute and deliver to the other PARTY, in recordable form, a certificate stating that this AGREEMENT is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there are not uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver this certificate within thirty (30) days shall be conclusive upon the PARTY requesting the certificate any successor to the PARTY requesting the certificate, that this AGREEMENT is in full force and effect and has not be modified except as may be represented by the PARTY requesting the certificate, and that there are not uncured defaults on the part of the PARTY requesting the certificate.

43. PUBLIC RECORDS DISCLOSURE.

All information received by the CITY concerning this AGREEMENT, including the AGREEMENT itself, may be treated as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). The PARTIES understand that although all materials received in connection with this AGREEMENT are intended for the exclusive use of the PARTIES, they are potentially subject to disclosure under the provisions of the Public Records Act.

44. CONDITIONS OF PREMISES.

The CITY shall take reasonable efforts to deliver the PREMISES to LESSEE clean and free of debris on the COMMENCEMENT DATE but makes no warranty as to the condition of the PREMISES on COMMENCEMENT DATE or the PREMISES' suitability for a particular use. LESSEE agrees that it has not relied upon any representation by CITY as to the condition of the PREMISES or the PREMISES' suitability for a particular use when determining whether to enter into this AGREEMENT.

45. CONDEMNATION.

If any legally, constituted authority condemns the PREMISES or such part thereof which shall make the PREMISES unsuitable for leasing, this AGREEMENT shall cease when the public authority takes possession, and CITY and LESSEE shall account for rental as of that date. Such termination shall be without prejudice to the rights of either PARTY to recover compensation from the condemning authority for any loss or damage caused by the condemning authority.

46. MATERIAL REPRESENTATION.
If during the course of the administration of this AGREEMENT, a PARTY determines that the other PARTY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the PARTY, this AGREEMENT may be immediately terminated. If this AGREEMENT is terminated according to this section, the terminating PARTY is entitled to pursue any available legal remedies.

47. INTERPRETATIONS.

The PARTIES have participated jointly in the negotiation and drafting of this AGREEMENT. In the event an ambiguity or question of intent or interpretation arises with respect to this AGREEMENT, this AGREEMENT shall be construed as if drafted jointly by the PARTIES and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of authorship of any of the provisions of this AGREEMENT.

48. COUNTERPARTS.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format file, such signature shall create a valid and binding obligation of the PARTY executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

49. CORPORATE AUTHORITY.

Each person executing this AGREEMENT on behalf of the PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that by doing so; the PARTIES hereto are formally bound to the provisions of this AGREEMENT.

50. ORDER OF PRECEDENCE.

In the event of any inconsistency or conflict in this AGREEMENT and any of the attached Exhibits or Attachments, the terms set forth in this AGREEMENT shall prevail.

51. FORCE MAJEURE.

A PARTY shall not be liable for any failure or delay in the performance of this AGREEMENT for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war strikes or labor disputes, embargoes, governmental orders or any other force majeure event.

52. COMPLIANCE WITH LAW.

LESSEE agrees to abide by all federal, state, and local laws, ordinances and regulations.

53. NON-DISCRIMINATION.

In the performance of this AGREEMENT, use of the PREMISES, and in the hiring and recruitment of employees, LESSEE shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.
[Signature page to follow]
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date set forth below.

CITY OF SAN BERNARDINO
By: [Signature]
Andrea M. Miller, City Manager
Date: 8/21/18

VENDOR:
by: [Signature]
Kimberly Cabieu
Title: Executive Director
Date: 8/21/18

Approved as to Legal Form:

GARY D. SAENZ, City Attorney
City of San Bernardino
By: [Signature]
Date: 8/21/18

ATTEST:
By: [Signature]
Georgeanna Hanna, CMC, City Clerk
FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND AKOMA UNITY CENTER, INC.

This First Amendment ("First Amendment") to the Lease Agreement dated August 15, 2018 ("Lease Agreement") is made and entered into by and between the City of San Bernardino ("City") and Akoma Unity Center, Inc. ("Akoma") as of the last date set forth below.

1. Akoma leases Anne Shirrell’s Community Center located in Anne Shirrell Park at 1367 N. California Street, San Bernardino, CA 92411 from the City pursuant to the Lease Agreement.

2. The Lease Agreement presently expires on June 30, 2021 and is subject to two additional one-year options at Akoma’s discretion.

3. Now, the City and Akoma wish to amend the Lease Agreement to extend the initial term through 2026, increase the rent gradually over the additional five years, and retain Akoma’s right to two one-year options.

4. Section 3 of the Lease Agreement is hereby amended to replace the words “June 30, 2021" with the words “June 30, 2026.”

5. Section 4.1 of the Lease Agreement is hereby amended in its entirety to read as follows:

   “LESSEE shall pay to CITY the following rental payments in advance on the first day of each month, commencing on COMMENCEMENT DATE, and continuing through the INITIAL TERM:

   Year One [through June 30, 2019]          $1,008.00 per month  
   Year Two [July 1, 2019 – June 30, 2020]    $1,008.00 per month  
   Year Three [July 1, 2020 – June 30, 2021]  $1,008.00 per month  
   Year Four [July 1, 2021 – June 30, 2022]   $1,500.00 per month  
   Year Five [July 1, 2022 – June 30, 2023]   $1,500.00 per month  
   Year Six [July 1, 2023 – June 30, 2024]    $1,500.00 per month  
   Year Seven [July 1, 2024 – June 30, 2025]  $2,000.00 per month  
   Year Eight [July 1, 2025 – June 30, 2026]  $2,000.00 per month”

6. Except as modified by this First Amendment, all provisions of the Lease Agreement shall remain in full force and effect for the term thereof.

7. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE TO
FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF SAN
BERNARDINO AND AKOMA UNITY CENTER, INC.

Dated: November __, 2019

AKOMA UNITY CENTER, INC.

By: Kimberley Calvin
Its: Executive Director

Dated: November __, 2019

CITY OF SAN BERNARDINO

By: Teri Ledoux
Its: City Manager
AKOMA UNITY CENTER - CURRENT LANDSCAPE
City of San Bernardino
Parks, Recreation and Community Services Department
Exhibit A
Landscape Maintenance Scope of Work

I. TURF MOW/EDGE

A. Mowing:

i. All turf areas shall be mowed once per week. Winter schedule (October through February) shall be a reduced mow schedule. There may be certain projects that CITY will require mowing on specific days for sporting activities.

ii. Work shall be performed on the same day each week. Initial mowing week schedule and any changes must be approved by the Parks, Recreation and Community Services Department Director or his designee prior to implementation.

iii. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within 3 working days on a weekly schedule.

iv. Cutting heights shall be adjusted according to the type of grass in accordance to the following criteria:

<table>
<thead>
<tr>
<th>Grass Type</th>
<th>Time Period</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bluegrass &amp; Fescue</td>
<td>June thru September</td>
<td>3 inches</td>
</tr>
<tr>
<td></td>
<td>September thru May</td>
<td>2 inches</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>Year Round</td>
<td>2 1/4 inches</td>
</tr>
<tr>
<td>Bermuda</td>
<td>Year Round</td>
<td>3/4 inches</td>
</tr>
</tbody>
</table>

v. All warm season grasses such as Bermuda and St. Augustine shall be mowed with a power-driven reel type mower. Bluegrass and Fescue may be mowed with either power-driven reel or rotary type mowers. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

vi. All visible grass clippings shall be collected and removed from the site prior to the completion of that day’s mowing operations or the end of the day, whichever occurs first.

vii. All glass, leaves, paper and other debris shall be removed and disposed of off-site prior to mowing.
viii. All portable obstructions such as picnic tables and trash containers shall be moved in order to mow all portions of turf.

ix. All walkways, roadways, trails and other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day’s mowing operations or the end of the day, whichever occurs first.

B. Edging:

i. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

ii. Mechanical methods shall be used except where physically not possible or practical.

iii. Chemical application shall be used on areas such as planters, buildings, around trees, along asphalt trails and paths, around sports field equipment, or fence lines.

iv. CONTRACTOR’s shall use non-restricted chemicals only to perform chemical edging.

v. Chemicals shall be recommended and approved by Parks Maintenance Division staff prior to use. A “Notice of Intent” form shall be completed if applications of non-restricted/restricted materials are utilized. The form shall be completed and submitted to the Parks, Recreation and Community Services Department within fourteen (14) days prior to intended use. “Notice of Intent” form shall be provided by CONTRACTOR. No work shall begin until approval is obtained.

vi. Chemicals shall only be applied under the supervision of persons possessing a valid California pest control operator’s license. Records of all chemical application operations, dates, and times, method of applications, chemical formulations, applicator’s name and weather conditions at the time application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with San Bernardino County Department of Agriculture regulations.

vii. Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

viii. Chemical edging shall be restricted to a six (6) inch wide strip around buildings, planters, asphalt trails and paths, and other projections and a twelve (12) inch wide strip around trees, sports field equipment and fence lines.
ix. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and debris disposed of off-site prior to the completion of that day’s operations or the end of the day, whichever occurs first.

C. Watering:

i. All turf areas shall be irrigated as required to maintain adequate growth and appearance, within the guidelines of the State of California Water Conservation regulations.

ii. Irrigation shall be accomplished in accordance with the following time frames wherever possible.

(a). Parks: 8:00 pm to 6:00 am
(b). Slopes/Landscaping: 8:00 pm to 6:00 am
(c). Medians & Parkways: 8:00 pm to 6:00 am
(d). Manual Irrigation: as needed
(e). Point to Point Irrigation: 24 hours

iii. CONTRACTOR shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions, and rainfall, and shall recommend appropriate changes in duration of watering cycles. No actual changes will be implemented without prior approval of the Parks Department.

iv. Special watering required during daytime hours such as after fertilization, during periods of extreme dryness, heat, or during manual irrigation cycles shall be conducted in accordance with the following criteria:

(a). There shall be minimal drift onto private property or roadways caused from the wind.
(b). There shall be no interference with sports field activities or other special activities.
(c). There shall be irrigation personnel present at each location until watering cycle is completed.
(d). CONTRACTOR’s shall respond within two (2) hours of any request by Park staff to turn on/off irrigation

D. Weed Control:

i. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal or noxious weeds or grasses as necessary.

ii. Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a “weed free” condition.

iii. All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants or animals from residues of
materials previously used in the equipment. Equipment shall be clean in accordance with the procedure recommended on the label.

v. All damage resulting from the CONTRACTOR’s operation shall be repaired or replaced at CONTRACTOR’s expense.

vi. Non-Restricted Chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

II. FERTILIZATION

A. Scheduling:

i. All turf areas shall be fertilized in accordance with soils report recommendations when granular fertilization is used; if no soils report exists, the following criteria shall prevail:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FORMULA</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bluegrass</td>
<td>16-6-8 w/trace 1,000 sq. ft.</td>
<td>1 lb. actual nitrogen</td>
</tr>
<tr>
<td>Bermuda</td>
<td>Ammonia Nitrate 33.5-0-0</td>
<td>1 lb. actual nitrogen 1000 sq. ft.</td>
</tr>
<tr>
<td>Fescue</td>
<td>16-6-8 w/trace elements</td>
<td>1 lb. actual nitrogen 1000 sq. ft.</td>
</tr>
</tbody>
</table>

ii. All proposed changes in formulations shall be submitted to the Parks Maintenance Department for approval prior to use.

iii. All fertilization schedules shall commence on the effective date of the contract then follow the cycles.

iv. Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

v. All turf areas shall be fertilized in accordance with the following criteria when liquid fertilizers are used in conjunction with irrigation injection systems:

(a) All liquid concentrate fertilizer formulations shall be approved by the Parks Department prior to use.

(b) The rate of injection of the liquid concentrate fertilizers shall be established upon initial installation of the fertilizer injection system. Any changes to the
meters affecting rate of injection of fertilizer shall be approved by the Landscape Inspector prior to making any adjustments to the system.

(c) All liquid concentrate fertilizers shall be water soluble, emulsified and shall be capable of remaining suspended in water until the fertilization cycle is completed. Fertilizers shall be thoroughly flushed from irrigation lines prior to the start of the next irrigation cycle.

vi. All fertilization schedules shall commence on the effective date of the contract then follow the cycles established in the annual schedule.

vii. All damages to the landscaping resulting from the use of unauthorized fertilizers, unauthorized adjustment to injection system settings and/or failure to flush irrigation lines after the use of liquid concentrate fertilizers shall be repaired or replaced at the expense of the CONTRACTOR.

III. LANDSCAPED AREAS

A. Procedure and Scheduling:

i. All landscaped areas shall be fertilized in accordance with soils report recommendations; if no soil report exists, the following criteria shall prevail:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbaceous Plants</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
<tr>
<td>Grass areas</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
<tr>
<td>Ground Cover</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
<tr>
<td>Shrubs</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
</tbody>
</table>

ii. All proposed chemical formulations shall be submitted to the Parks Department for approval prior to use.

iii. All fertilization schedules shall commence with the effective date of the contract.

iv. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

B. Reseeding:

Scheduling
i. All bare, worn or sparse areas in the turf shall be reseeded to re-establish turf to an acceptable condition annually between November 1 and December 1 in sports and athletic fields and between April 1 and April 30 in all other areas.

ii. Reseeding shall be performed in accordance with the following criteria:

(a). All areas to be reseeded shall be raked or verti-cut to remove all thatch and to provide a rough (scarified) seedbed
(b). Areas to be reseeded shall be fertilized to provide one (1) to one and one-half (1 ½) pounds of nitrogen per thousand (1,000) square feet.

iii. Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeding. Seed quality shall meet the following criteria:

(a). Minimum purity shall be 98% weed free for all grasses.
(b). Minimum germination rate shall be 85% for all grasses.
(c). No seed shall be applied without prior labeled verification of seed quality.
(d). All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeding operation.
(e). Once seed has been applied, CONTRACTOR shall cover all seed and firm the soil with a water ballast roller, either empty or partially filled depending upon soil conditions. Seed shall then be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture.

iv. Due to extensive scheduling of sports fields in certain areas, reseeding may be required which far exceed the normal. Under these circumstances Parks may determine that reseeding is beyond the normal reseeding requirements and shall be performed as extra work. If the reseeding operation is determined to be extra work, the CONTRACTOR shall submit estimates for labor, materials and all required authorizations.

C. Watering:

i. Watering should be in strict adherence to the mandatory water conservation regulations of the State of California.

ii. All landscape areas shall be irrigated as required to maintain adequate growth and appearance.

iii. Irrigation shall be accomplished in accordance with the following time frames wherever possible (see Section C, Page 4)

iv. CONTRACTOR shall monitor the requirements of the plant material, soil conditions, season temperature variations, wind conditions, and rainfall and shall recommend appropriate changes in the duration of watering cycles. No actual changes will be implemented without the prior approval of Park Department staff.
v. Special watering required during daytime hours such as after fertilization, during periods of extreme dryness of heat and during manual irrigation cycles shall be conducted in accordance with the following criteria:

(a) There shall be minimal draft onto private property or roadways caused from the wind.

(b) There shall be no interference with sports field activities or other special activities.

(c) There shall be irrigation personnel present at each location until watering cycle is completed.

(d) CONTRACTOR shall respond within two (2) hours of any request by Park Department staff to turn on/off irrigation systems, particularly in respect to rainfall.

D. Weed Control:

i. A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary.

ii. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time that they are first visible. Methods for removal shall be hand removal or cultivation dependent upon planting concentration.

IV. GROUND COVER

A. Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a somewhat natural state while removing weed infestations.

B. All ground cover shall be trimmed to restrict growth from sidewalks, trees, shrubs, trails, behind curbs, and from private property.

V. IRRIGATION SYSTEM

A. Operation/Repair:

i. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all
controllers and remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, and moisture sensing devices.

ii. CONTRACTOR shall coordinate with the Parks Department for all non-routine irrigation maintenance repairs.

iii. All systems shall be adjusted in order to:

(a). Provide adequate coverage of all landscape areas.
(b). Prevent excessive runoff and/or erosion by multiple start times.
(c). Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property.

iv. In addition to weekly testing, and submission of weekly irrigation system audit reports, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.

v. Adjustments, damage and repairs shall be evaluated based on the following categories and actions:

(a). All sprinkler heads shall be adjusted to maintain proper coverage. Adjustments shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
(b). All damage resulting from CONTRACTOR’s operations shall be repaired or replaced prior to the end of the work day at the CONTRACTOR’s expense.
(c). Damage and repairs for causes other than the CONTRACTOR’s operations shall be evaluated based on the following categories and actions:
   i. Minor repairs shall include replacement of adjusting pins, friction collars, washers, trip assemblies and other small parts. The cost for minor repairs shall be included in the costs for operation and maintenance of the irrigation system.
   ii. Major repairs shall include all items other than small parts including repairs to valves, main and lateral lines, controllers, quick couplers and backflow preventers, and will be paid in accordance with the provisions of extra work.
(d). Repairs to the irrigation system shall be completed within twelve (12) hours after approval by the Parks Department, major component damage such as broken irrigation lines, defective or broken valves and within forty-eight (48) hours after approval by the Parks Department, repairs to small parts such as: sprinkler heads and other minor items.
(e). All replacements shall be with original type and model materials unless a substitute is approved by Parks Department staff.
(f). CONTRACTOR shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
(g). CONTRACTOR shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by warranty.
(h). CONTRACTOR shall pay for all excessive utility usage due to failure.
VI. FACILITY MAINTENANCE

A. Specialty/Sports Areas:

i. General (applies to all park and landscape maintenance areas):
   (a). All animal feces or other materials detrimental to human health shall be removed from park areas daily.
   (b). All broken glass and sharp objects shall be removed daily.
   (c). All areas shall be inspected daily and maintained in neat, clean and safe condition at all times.
   (d). All areas shall be raked to remove leaves and debris daily.
   (e). All park and sports equipment shall be inspected for vandalism, safety hazards and serviceability daily. Deficiencies shall be reported in writing immediately to Parks Department staff.

ii. Sand Court Area:

   These areas shall include tot lots, play areas, volleyball courts, etc.
   (a). All areas shall be maintained weed free.
   (b). During the first week in April, June, August, and October, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand, but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
   (c). On Monday of each week, all sand areas shall be raked level.

iii. Hard Surface Areas:

   (a). These areas shall include tennis courts, handball courts, basketball courts, bicycle trails, A.C. walkways, etc.

iv. Restrooms:

   (a). Restrooms shall be cleaned daily, water closets scrubbed, and graffiti removed.
   (b). Tissue and paper products shall be checked and refilled daily.
   (c). CONTRACTOR is responsible for maintenance of equipment and supplies required to operate restrooms in a clean and orderly manner.
   (d). CONTRACTOR shall unplug toilets, sinks, and drinking fountains.
   (e). Restroom hours are 8:00 am to 5:00 pm daily (October through March) and 8:00 am to 8:00 pm daily (April through September).

B. General Facility Operations:

i. All drinking fountains shall be kept clean and operational at all times.
ii. Minor Repairs to include, but not limited to unclogging drains.
iii. All repairs shall be completed within seven (7) days after damage occurs.
iv. Any damage shall be reported to Parks and Recreation.
v. Should damage be repetitive, Parks staff will evaluate replacement with a more damage resistant model.
vi. All sidewalk areas shall be cleaned if dirtied by CONTRACTOR'S operations and at other times as required.

vii. All leaves, paper and debris shall be removed from landscaped areas and disposed of off-site.

viii. Trash cans provided by the CITY shall be emptied daily and washed after emptying when necessary.

ix. CONTRACTOR's shall provide plastic bags for all trash cans at CONTRACTOR's expense.

C. Picnic Areas and Pavilions:

i. All concrete "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow.

ii. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damage grates shall be reported to the Parks Department.

iii. All barbecue grills shall be emptied of all ashes twice per week, Mondays and Fridays.

iv. All security and sports area lighting shall be inspected weekly; any damaged or malfunctioning equipment shall be reported to the Parks Department immediately.

v. Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be cleaned daily.

vi. Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.

vii. Cooking grills, braziers, fireplaces and fire rings shall be inspected for general need of repair.

viii. The CONTRACTOR's observation of the general need of repair or replacement of loose planks or braces, braziers and fireplaces shall be immediately reported to the Parks Department.

ix. All ashes burned charcoal, garbage and leftover food in and around cooking and picnic facilities shall be removed.

x. The entire picnic area shall be kept free of broken glass, cans, paper, etc.

D. Playground Equipment:

i. All playground sites and equipment shall be inspected at the start of each work day, and the sand cleaned and raked level to remove any foreign and/or hazardous material and be neatly groomed.

ii. Any equipment showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Parks Department.
iii. Special attention shall be given to low sand areas around playground equipment. These sand areas shall be leveled by distributing sand from high areas to low areas. During the leveling and distribution of sand, no concrete footing shall be exposed that could allow children/adults to trip or fall.

iv. During regular maintenance raking, filling or depressions shall be done in a manner to prevent material compaction.

v. The raking and distribution of sand/wood shavings around and below the play equipment shall have a cushioning potential and this condition shall extend for eight (8) feet beyond any part of the play equipment.

vi. All sand/wood shaving play areas shall be maintained free of litter, cans broken glass and other harmful unsightly debris.

VII. RODENT/PEST CONTROL

A. All methods employed to perform rodent/pest control shall conform to all federal, state and local environmental regulations.

B. Rodent control shall be performed in accordance with the following criteria:

   i. All rodents shall be identified and feeding habits determined prior to treatment of the area.
   ii. All mounds shall be raked level a minimum of twenty-four (24) hours prior to treatment.
   iii. Soil shall be checked in the area to be treated to ensure proper soil moisture exists prior to treatment with treated baits.
   iv. All treated bait, traps and gasses, used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted into tunnel to prevent vandalism and ensure public safety.
   v. Any spilled bait shall be picked up or buried immediately.
   vi. All bait containers and/or applicators shall minimize spills.
   vii. All treated areas shall be inspected after treatment for dying animals. CONTRACTOR shall remove all dying animals and/or carcasses and dispose of them off-site prior to the end of each work day until area no longer requires further treatment.

C. Pest control shall be performed in accordance with the following criteria:

   i. All insect pests to be treated shall be identified and life stage determined prior to treatment.
   
   ii. All areas which may be adversely affected by chemical treatment operation shall be identified (i.e., waterways, food preparation sites and eating areas and agricultural production areas) and all precautionary measures necessary shall be taken to prevent contamination of these areas.
iii. All pesticides shall be applied in accordance with the label recommendations and shall be applied to infested plants only.

D. CONTRACTOR shall be allowed to use the following restricted chemicals for rodent/pest control without prior submittal of a written recommendation from a certified pest control advisor when applied in accordance with the following:

i. Strychnine:

(a). All mounds shall be raked level twenty-four (24) hours prior to treatment with bait. Soil shall be inspected for proper moisture content. Bait shall not be applied to saturated soil.

(b). Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, respirator and probing bay gun.

(c). Bait shall be applied in areas where active gophers have created new mounds. Tunnels shall be probed to locate active runs and treated bait shall be applied in amounts specified in products label recommendations.

(d). All treated bait shall be placed in the tunnel with a tablespoon or probing bay gun. Strychnine of 1.8 percent, or higher, shall be applied with a probing bay gun only. All holes shall then be covered. Any spilled bait shall be picked up immediately or buried in gopher hole. All containers shall be of the type to minimize spills.

(e). Follow-up inspections of the treated areas shall be made as often as necessary for new mounds, dead or dying animals, and treated bait rejection. Rejected bait shall be buried immediately and dead or dying animals shall be disposed of off-site in a manner to prevent contamination to wildlife and to the environment.
2019 Community Revitalization & Fight Blight Clean-ups

Community Revitalization and Fight Blight Clean-ups are community beautification focused events intended to bring together volunteers interested in participating in local clean-up programs.

SATURDAY, APRIL 27
LYTLE CREEK PARK
380 South K Street, San Bernardino

SATURDAY, JUNE 8
Ann Shirrells Park
1367 North California, San Bernardino

SATURDAY, NOVEMBER 9
Meadowbrook Park
250 North Sierra Way, San Bernardino

SATURDAY, DECEMBER 7
Perris Hill Park
1135 East Highland Avenue, San Bernardino

Check-in begins at 8:00am. Vest, gloves, water, trash bags, and other materials provided. Please wear closed-toe shoes, comfortable clothing, hat and/or sunglasses.

NOTE: Volunteer Community Service forms will be signed at the conclusion of the event. Pre-registration Suggested.

CONTACT US AT: (909) 384-5233 or www.SBCity.org/KeepSBClean
City of San Bernardino
Parks, Recreation and Community Services Department
Exhibit A
Landscape Maintenance Services Scope of Work

I. TURF MOW/EDGE

A. Mowing:

i. All turf areas shall be mowed once per week. Winter schedule (October through February) shall be a reduced mow schedule. There may be certain projects that CTY will require mowing on specific days for sporting activities.

ii. Work shall be performed on the same day each week. Initial mowing week schedule and any changes must be approved by the Parks, Recreation and Community Services Department Director or his designee prior to implementation.

iii. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within 3 working days on a weekly schedule.

iv. Cutting heights shall be adjusted according to the type of grass in accordance to the following criteria:

<table>
<thead>
<tr>
<th>Grass Type</th>
<th>Time Period</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bluegrass &amp; Fescue</td>
<td>June thru September</td>
<td>3 inches</td>
</tr>
<tr>
<td></td>
<td>September thru May</td>
<td>2 inches</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>Year Round</td>
<td>2 1/4 inches</td>
</tr>
<tr>
<td>Bermuda</td>
<td>Year Round</td>
<td>3/4 inches</td>
</tr>
</tbody>
</table>

v. All warm season grasses such as Bermuda and St. Augustine shall be mowed with a power-driven reel type mower. Bluegrass and Fescue may be mowed with either power-driven reel or rotary type mowers. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

vi. All visible grass clippings shall be collected and removed from the site prior to the completion of that day’s mowing operations or the end of the day, whichever occurs first.

vii. All glass, leaves, paper and other debris shall be removed and disposed of off-site prior to mowing.
viii. All portable obstructions such as picnic tables and trash containers shall be moved in order to mow all portions of turf.

ix. All walkways, roadways, trails and other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

B. **Edging:**

i. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

ii. Mechanical methods shall be used except where physically not possible or practical.

iii. Chemical application shall be used on areas such as planters, buildings, around trees, along asphalt trails and paths, around sports field equipment, or fence lines.

iv. CONTRACTOR's shall use non-restricted chemicals only to perform chemical edging.

v. Chemicals shall be recommended and approved by Parks Maintenance Division staff prior to use. A “Notice of Intent” form shall be completed if applications of non-restricted/restricted materials are utilized. The form shall be completed and submitted to the Parks, Recreation and Community Services Department within fourteen (14) days prior to intended use. “Notice of Intent” form shall be provided by CONTRACTOR. No work shall begin until approval is obtained.

vi. Chemicals shall only be applied under the supervision of persons possessing a valid California pest control operator's license. Records of all chemical application operations, dates, and times, method of applications, chemical formulations, applicator's name and weather conditions at the time application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with San Bernardino County Department of Agriculture regulations.

vii. Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

viii. Chemical edging shall be restricted to a six (6) inch wide strip around buildings, planters, asphalt trails and paths, and other projections and a twelve (12) inch wide strip around trees, sports field equipment and fence lines.
ix. All walkways, roadways, trails or other areas dirtied by edging operations shall be
cleaned and debris disposed of off-site prior to the completion of that day’s
operations or the end of the day, whichever occurs first.

C. Watering:

i. All turf areas shall be irrigated as required to maintain adequate growth and
appearance, within the guidelines of the State of California Water Conservation
regulations.

ii. Irrigation shall be accomplished in accordance with the following time frames
wherever possible.

   (a). Parks: 8:00 pm to 6:00 am
   (b). Slopes/Landscaping: 8:00 pm to 6:00 am
   (c). Medians & Parkways: 8:00 pm to 6:00 am
   (d). Manual Irrigation: as needed
   (e). Point to Point Irrigation: 24 hours

iii. CONTRACTOR shall monitor the requirements of the plant material, soil
conditions, seasonal temperature variations, wind conditions, and rainfall, and
shall recommend appropriate changes in duration of watering cycles. No actual
changes will be implemented without prior approval of the Parks Department.

iv. Special watering required during daytime hours such as after fertilization, during
periods of extreme dryness, heat, or during manual irrigation cycles shall be
conducted in accordance with the following criteria:

   (a). There shall be minimal drift onto private property or roadways caused from
the wind.
   (b). There shall be no interference with sports field activities or other special
activities.
   (c). There shall be irrigation personnel present at each location until watering
cycle is completed.
   (d). CONTRACTOR’s shall respond within two (2) hours of any request by Park
staff to turn on/off irrigation

D. Weed Control:

i. A regular program of chemical application shall be used to control weed growth,
supplemented by hand removal or noxious weeds or grasses as necessary.

ii. Chemical control of broadleaf weeds shall be employed as often as necessary to
maintain turf areas in a “weed free” condition.

iii. All equipment used to perform chemical application shall be thoroughly cleaned
when necessary to prevent injury to persons, plants or animals from residues of
materials previously used in the equipment. Equipment shall be clean in accordance with the procedure recommended on the label.

v. All damage resulting from the CONTRACTOR's operation shall be repaired or replaced at CONTRACTOR's expense.

vi. Non-Restricted Chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

II. FERTILIZATION

A. Scheduling:

i. All turf areas shall be fertilized in accordance with soils report recommendations when granular fertilization is used; if no soils report exists, the following criteria shall prevail:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FORMULA</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bluegrass</td>
<td>16-6-8 w/trace 1,000 sq. ft.</td>
<td>1 lb. actual nitrogen</td>
</tr>
<tr>
<td>Bermuda</td>
<td>Ammonia Nitrate 33.5-0-0</td>
<td>1 lb. actual nitrogen 1000 sq. ft.</td>
</tr>
<tr>
<td>Fescue</td>
<td>16-6-8 w/trace elements</td>
<td>1 lb. actual nitrogen 1000 sq. ft.</td>
</tr>
</tbody>
</table>

ii. All proposed changes in formulations shall be submitted to the Parks Maintenance Department for approval prior to use.

iii. All fertilization schedules shall commence on the effective date of the contract then follow the cycles.

iv. Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

v. All turf areas shall be fertilized in accordance with the following criteria when liquid fertilizers are used in conjunction with irrigation injection systems:

(a) All liquid concentrate fertilizer formulations shall be approved by the Parks Department prior to use.

(b) The rate of injection of the liquid concentrate fertilizers shall be established upon initial installation of the fertilizer injection system. Any changes to the
meters affecting rate of injection of fertilizer shall be approved by the Landscape Inspector prior to making any adjustments to the system.

(c) All liquid concentrate fertilizers shall be water soluble, emulsified and shall be capable of remaining suspended in water until the fertilization cycle is completed. Fertilizers shall be thoroughly flushed from irrigation lines prior to the start of the next irrigation cycle.

vi. All fertilization schedules shall commence on the effective date of the contract then follow the cycles established in the annual schedule.

vii. All damages to the landscaping resulting from the use of unauthorized fertilizers, unauthorized adjustment to injection system settings and/or failure to flush irrigation lines after the use of liquid concentrate fertilizers shall be repaired or replaced at the expense of the CONTRACTOR.

III. LANDSCAPED AREAS

A. Procedure and Scheduling:

i. All landscaped areas shall be fertilized in accordance with soils report recommendations; if no soil report exists, the following criteria shall prevail:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbaceous Plants</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
<tr>
<td>Grass areas</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
<tr>
<td>Ground Cover</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
<tr>
<td>Shrubs</td>
<td>1 lb. actual nitrogen 1,000 sq. ft.</td>
</tr>
</tbody>
</table>

ii. All proposed chemical formulations shall be submitted to the Parks Department for approval prior to use.

iii. All fertilization schedules shall commence with the effective date of the contract.

iv. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.
B. Reseeding:

Scheduling
i. All bare, worn or sparse areas in the turf shall be reseeded to re-establish turf to an acceptable condition annually between November 1 and December 1 in sports and athletic fields and between April 1 and April 30 in all other areas.

ii. Reseeding shall be performed in accordance with the following criteria:

(a). All areas to be reseeded shall be raked or verti-cut to remove all thatch and to provide a rough (scarified) seedbed
(b). Areas to be reseeded shall be fertilized to provide one (1) to one and one-half (1 1/2) pounds of nitrogen per thousand (1,000) square feet.

iii. Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeding. Seed quality shall meet the following criteria:

(a). Minimum purity shall be 98% weed free for all grasses.
(b). Minimum germination rate shall be 85% for all grasses.
(c). No seed shall be applied without prior labeled verification of seed quality.
(d). All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeding operation.
(e). Once seed has been applied, CONTRACTOR shall cover all seed and firm the soil with a water ballast roller, either empty or partially filled depending upon soil conditions. Seed shall then be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture.

iv. Due to extensive scheduling of sports fields in certain areas, reseeding may be required which far exceed the normal. Under these circumstances Parks may determine that reseeding is beyond the normal reseeding requirements and shall be performed as extra work. If the reseeding operation is determined to be extra work, the CONTRACTOR shall submit estimates for labor, materials and all required authorizations.

C. Watering:

i. Watering should be in strict adherence to the mandatory water conservation regulations of the State of California.

ii. All landscape areas shall be irrigated as required to maintain adequate growth and appearance.

iii. Irrigation shall be accomplished in accordance with the following time frames wherever possible (see Section C, Page 4)
iv. CONTRACTOR shall monitor the requirements of the plant material, soil conditions, season temperature variations, wind conditions, and rainfall and shall recommend appropriate changes in duration of watering cycles. No actual changes will be implemented without the prior approval of Park Department staff.

v. Special watering required during daytime hours such as after fertilization, during periods of extreme dryness of heat and during manual irrigation cycles shall be conducted in accordance with the following criteria:

(a) There shall be minimal draft onto private property or roadways caused from the wind.

(b) There shall be no interference with sports field activities or other special activities.

(c) There shall be irrigation personnel present at each location until watering cycle is completed.

(d) CONTRACTOR shall respond within two (2) hours of any request by Park Department staff to turn on/off irrigation systems, particularly in respect to rainfall.

D. Weed Control:

i. A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary.

ii. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time that they are first visible. Methods for removal shall be hand removal or cultivation dependent upon planting concentration.

IV. GROUND COVER

A. Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a somewhat natural state while removing weed infestations.

B. All ground cover shall be trimmed to restrict growth from sidewalks, trees, shrubs, trails, behind curbs, and from private property.
V. IRRIGATION SYSTEM

A. Operation/Repair:

i. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, and moisture sensing devices.

ii. CONTRACTOR shall coordinate with the Parks Department for all non-routine irrigation maintenance repairs.

iii. All systems shall be adjusted in order to:

(a). Provide adequate coverage of all landscape areas.
(b). Prevent excessive runoff and/or erosion by multiple start times.
(c). Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property.

iv. In addition to weekly testing, and submission of weekly irrigation system audit reports, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.

v. Adjustments, damage and repairs shall be evaluated based on the following categories and actions:

(a). All sprinkler heads shall be adjusted to maintain proper coverage. Adjustments shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
(b). All damage resulting from CONTRACTOR’s operations shall be repaired or replaced prior to the end of the work day at the CONTRACTOR’s expense.
(c). Damage and repairs for causes other than the CONTRACTOR’s operations shall be evaluated based on the following categories and actions:
   i. Minor repairs shall include replacement of adjusting pins, friction collars, washers, trip assemblies and other small parts. The cost for minor repairs shall be included in the costs for operation and maintenance of the irrigation system.
   ii. Major repairs shall include all items other than small parts including repairs to valves, main and lateral lines, controllers, quick couplers and backflow preventers, and will be paid in accordance with the provisions of extra work.
(d). Repairs to the irrigation system shall be completed within twelve (12) hours after approval by the Parks Department, major component damage such as broken irrigation lines, defective or broken valves and within forty-eight (48) hours after approval by the Parks Department, repairs to small parts such as: sprinkler heads and other minor items.
(e). All replacements shall be with original type and model materials unless a substitute is approved by Parks Department staff.

(f). CONTRACTOR shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.

(g). CONTRACTOR shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by warranty.

(h). CONTRACTOR shall pay for all excessive utility usage due to failure.

VI. FACILITY MAINTENANCE

A. Specialty/Sports Areas:

i. General (applies to all park and Landscape Maintenance Services areas):
   (a). All animal feces or other materials detrimental to human health shall be removed from park areas daily.
   (b). All broken glass and sharp objects shall be removed daily.
   (c). All areas shall be inspected daily and maintained in neat, clean and safe condition at all times.
   (d). All areas shall be raked to remove leaves and debris daily.
   (e). All park and sports equipment shall be inspected for vandalism, safety hazards and serviceability daily. Deficiencies shall be reported in writing immediately to Parks Department staff.

ii. Sand Court Area:

   These areas shall include tot lots, play areas, volleyball courts, etc.
   (a). All areas shall be maintained weed free.
   (b). During the first week in April, June, August, and October, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand, but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
   (c). On Monday of each week, all sand areas shall be raked level.

iii. Hard Surface Areas:

   (a). These areas shall include tennis courts, handball courts, basketball courts, bicycle trails, A.C. walkways, etc.

iv. Restrooms:

   (a). Restrooms shall be cleaned daily, water closets scrubbed, and graffiti removed.
   (b). Tissue and paper products shall be checked and refilled daily.
   (c). CONTRACTOR is responsible for maintenance of equipment and supplies required to operate restrooms in a clean and orderly manner.
   (d). CONTRACTOR shall unplug toilets, sinks, and drinking fountains.
   (e). Restroom hours are 8:00 am to 5:00 pm daily (October through March) and 8:00 am to 8:00 pm daily (April through September).
B. General Facility Operations:

i. All drinking fountains shall be kept clean and operational at all times.

ii. Minor Repairs to include, but not limited to unclogging drains.

iii. All repairs shall be completed within seven (7) days after damage occurs.

iv. Any damage shall be reported to Parks and Recreation.

v. Should damage be repetitive, Parks staff will evaluate replacement with a more damage resistant model.

vi. All sidewalk areas shall be cleaned if dirtied by CONTRACTOR’S operations and at other times as required.

vii. All leaves, paper and debris shall be removed from landscaped areas and disposed of off-site.

viii. Trash cans provided by the CITY shall be emptied daily and washed after emptying when necessary.

ix. CONTRACTOR’s shall provide plastic bags for all trash cans at CONTRACTOR’s expense.

C. Picnic Areas and Pavilions:

i. All concrete “V” drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow.

ii. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damage grates shall be reported to the Parks Department.

iii. All barbecue grills shall be emptied of all ashes twice per week, Mondays and Fridays.

iv. All security and sports area lighting shall be inspected weekly; any damaged or malfunctioning equipment shall be reported to the Parks Department immediately.

v. Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be cleaned daily.

vi. Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.

vii. Cooking grills, braziers, fireplaces and fire rings shall be inspected for general need of repair.

viii. The CONTRACTOR’s observation of the general need of repair or replacement of loose planks or braces, braziers and fireplaces shall be immediately reported to the Parks Department.

ix. All ashes burned charcoal, garbage and leftover food in and around cooking and picnic facilities shall be removed.

x. The entire picnic area shall be kept free of broken glass, cans, paper, etc.
D. Playground Equipment:

i. All playground sites and equipment shall be inspected at the start of each work day, and the sand cleaned and raked level to remove any foreign and/or hazardous material and be neatly groomed.

ii. Any equipment showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Parks Department.

iii. Special attention shall be given to low sand areas around playground equipment. These sand areas shall be leveled by distributing sand from high areas to low areas. During the leveling and distribution of sand, no concrete footing shall be exposed that could allow children/adults to trip or fall.

iv. During regular maintenance raking, filling or depressions shall be done in a manner to prevent material compaction.

v. The raking and distribution of sand/wood shavings around and below the play equipment shall have a cushioning potential and this condition shall extend for eight (8) feet beyond any part of the play equipment.

vi. All sand/wood shaving play areas shall be maintained free of litter, cans broken glass and other harmful unsightly debris.

VII. RODENT/PEST CONTROL

A. All methods employed to perform rodent/pest control shall conform to all federal, state and local environmental regulations.

B. Rodent control shall be performed in accordance with the following criteria:

i. All rodents shall be identified and feeding habits determined prior to treatment of the area.

ii. All mounds shall be raked level a minimum of twenty-four (24) hours prior to treatment.

iii. Soil shall be checked in the area to be treated to ensure proper soil moisture exists prior to treatment with treated baits.

iv. All treated bait, traps and gasses, used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted into tunnel to prevent vandalism and ensure public safety.

v. Any spilled bait shall be picked up or buried immediately.

vi. All bait containers and/or applicators shall minimize spills.

vii. All treated areas shall be inspected after treatment for dying animals. CONTRACTOR shall remove all dying animals and/or carcasses and dispose of them off-site prior to the end of each work day until area no longer requires further treatment.
C. Pest control shall be performed in accordance with the following criteria:

i. All insect pests to be treated shall be identified and life stage determined prior to treatment.

ii. All areas which may be adversely affected by chemical treatment operation shall be identified (i.e., waterways, food preparation sites and eating areas and agricultural production areas) and all precautionary measures necessary shall be taken to prevent contamination of these areas.

iii. All pesticides shall be applied in accordance with the label recommendations and shall be applied to infested plants only.

D. CONTRACTOR shall be allowed to use the following restricted chemicals for rodent/pest control without prior submittal of a written recommendation from a certified pest control advisor when applied in accordance with the following:

i. Strychnine:

   (a). All mounds shall be raked level twenty-four (24) hours prior to treatment with bait. Soil shall be inspected for proper moisture content. Bait shall not be applied to saturated soil.

   (b). Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, respirator and probing bait gun.

   (c). Bait shall be applied in areas where active gophers have created new mounds. Tunnels shall be probed to locate active runs and treated bait shall be applied in amounts specified in products label recommendations.

   (d). All treated bait shall be placed in the tunnel with a tablespoon or probing bait gun. Strychnine of 1.8 percent, or higher, shall be applied with a probing bait gun only. All holes shall then be covered. Any spilled bait shall be picked up immediately or buried in gopher hole. All containers shall be of the type to minimize spills.

   (e). Follow-up inspections of the treated areas shall be made as often as necessary for new mounds, dead or dying animals, and treated bait rejection. Rejected bait shall be buried immediately and dead or dying animals shall be disposed of off-site in a manner to prevent contamination to wildlife and to the environment.