

**PLEASANT VALLEY RECREATION & PARK DISTRICT
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS
601 CARMEN DR., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
May 3, 2023**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #737

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).
- 5. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.
- 6. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Board Meeting of April 5, 2023**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
District's disbursements dated on or before March 31, 2023.
 - C. Financial Reports**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for March 2023.
 - D. Consideration and Adoption of Resolution No. 736, Declaring Intention to Levy Assessments for FY 2023-2024, Preliminarily Approving the Engineer's Report, and Authorizing the Issuance of a Notice for the Public Hearing for the Proposed FY 2023-2024 Assessments for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District**
Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate.
 - E. Consideration and Approval of Updated Technology Use Policy**
Update to the 2016 Technology Use Policy for the use of the District's technology equipment to include but not limited to software, operating systems, storage media, network accounts, and information technology devices.

F. Consideration and Approval of an Easement and Maintenance Agreement Between CAL Hearthstone Lot Option Pool 03, L.P. and Pleasant Valley Recreation and Park District

The Pleasant Valley Recreation and Park District is acquiring a five (5) acre park on the north/west side of the 101 freeway in Camarillo. Lennar Homes is building homes in the area and will construct a 5-acre park in lieu of paying Quimby Fees.

G. Consideration and Approval of a Special Event by City of Camarillo and Camarillo Council on Aging for a Shred Event at the Community Center Parking Lot on October 14, 2023

This special event applicant is seeking Board approval since they are requesting an admission charge to their event.

H. Consideration and Approval of a Special Event by the Society for Creative Anachronism at Valle Lindo Park Open Space on September 23, 2023

This special event applicant is seeking Board approval since they are requesting an admission charge to their event.

I. Consideration and Approval to Accept the Barry 60 LP Project Quimby Funds

Receive and approve to file the report accepting \$313,508 in Quimby Funds for the Barry LP Project.

7. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Request for Proposals Award for Sound and Lighting Services for Summer Concert Series

Music Freqs was the sound and lighting provider for the last three Summer Concert Series that the District has put on with the City of Camarillo.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a five-year agreement with Music Freqs to provide Sound and Lighting Services for the Summer Concert Series.

B. Consideration and Approval of a Request for Proposals Award for a Pickleball Programming Operator

Staff is recommending the Board of Directors authorize the General Manager to enter into a three-year agreement with Agape Tennis Academy, LLC to operate pickleball programming for the District.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a three-year agreement with Agape Tennis Academy, LLC for the operation of pickleball programming on District properties.

8. ORAL COMMUNICATION – INFORMATIONAL ITEMS, which do not require action but relate to District Business, will be reported by members of the Board and staff as follows:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Long Range Planning, Policy
- E. Ad Hoc Committees – Miracle League
- F. Foundation for Pleasant Valley Recreation and Parks

G. General Manager's Report

H. Board Members

9. ADJOURNMENT

Notes: The Board of Directors reserves the right to modify the order in which agenda items are heard. Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Wednesday Board meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e., a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
April 5, 2023**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. AMENDMENTS TO THE AGENDA

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Roberts to accept the agenda as presented.

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

Ayes: Malloy, Roberts, Dransfeldt, Kelley, Chair Magner

Noes:

Absent:

Motion: Carried

Carried

5. PUBLIC COMMENT

Chair Magner received 3 speaker cards from the public. Jeannette Rossling with AYSO Region 68 addressed the use of turf shoes from the District's Turf Policy. She stated that most of the players cannot afford 2 sets of soccer shoes with turf shoes for practices and winter rules and cleats for games. She also stated that the organization is seeing an increase in injuries from fall. She asked that the District be realistic to the needs of the players.

Dan Johnston with AYSO requested that the District work with sports groups to take a look at how policies can be implemented.

Erin Cardenas commented that she wanted to speak to Camarillo's City Council about the fentanyl crisis but chose to share her comments with the District also. She stated that she had a personal story that stemmed from prescription use and wanted to thank the people with Ventura County Behavioral Health for assisting her through her crisis.

6. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of March 1, 2023 and Special Board Meeting of March 23, 2023
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports

- D. Consideration and Adoption of Resolution No. 733 Proclaiming April 2023 as Arbor Month
- E. Consideration and Approval of a Special Event by Skyway Playhouse “Steel Magnolias” at Freedom Center May 25-28
- F. Consideration and Approval of a Special Event by Ventura County Scottish Rite Bodies for a New England Summer Picnic at Camarillo Grove Park on July 15, 2023

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Malloy to approve the Consent Agenda.

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Roberts, Malloy, Dransfeldt, Kelley, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

7. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Approval of Resolution No. 734, Opposing Proposed Initiative 21-0042A1 “The Taxpayer Protection and Government Accountability Act”

General Manager Mary Otten presented a resolution which would affirm the Board’s opposition to “The Taxpayer Protection and Government Accountability Act” which would include new and stricter rules for special districts regarding raising taxes, fees, assessments, and property-related fees. Discussion included concern that the report did not fairly offer both sides of the argument and the potential challenges of a funding mechanism that would be very restrictive and not support the best interests of the District.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Roberts to approve Resolution No. 734, Opposing Proposed Initiative #21-0042A1 “The Taxpayer Protection and Government Accountability Act”.

Motion to Approve Reso 734, Opposing The Taxpayer Act

Voting was as follows:

Ayes: Malloy, Roberts, Dransfeldt, Chair Magner

Noes: Kelley

Absent:

Motion: Carried

Carried

- B. Consideration and Approval of Resolution No. 735, Adopting a New District Policy for Electronic Signatures

Administrative Services Manager Justin Kiraly presented a resolution addressing the adoption of an e-signature policy which would save time and money.

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve Resolution No. 735, Adopting a New District Policy for Electronic Signatures.

Motion to Approve Reso 735 E-Signature Policy

Voting was as follows:

Ayes: Roberts, Dransfeldt, Malloy, Kelley, Chair Magner

Noes:

Absent:

Motion: Carried

Carried

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Magner – Chair Magner recited a poem about moving forward and pushing limits for National Poetry Month.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Malloy reported that the Calleguas Water District spoke about its history. CSDA - Director Magner reported that their current agenda was 300 pages long with legislative items to address. A couple of items of interest are CSDA’s opposition to the carbon zero emission mandate and a bill requesting special districts to have a .gov or a ca.gov domain.

C. Santa Monica Mountains Conservancy – Director Dransfeldt stated that the April 20th meeting was cancelled.

D. Standing Committees – Finance – Director Malloy reported that the costs for lights and water were down. Personnel – Director Kelley stated that the IT Policy will be on the May agenda. Policy – Director Malloy reported the committee was looking at updates for the Naming Policy. City Liaison – Director Malloy stated they met with city council members Kildee and Trembley and with a consultant on voter issues. The City Council committed 8 million dollars but understands we need to be more aggressive about figuring out financial options and the committee directed staff to look at voter interest, property tax assessment or a possible sales tax increase.

F. Ad Hoc Committees – No reports.

G. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt reported that the next fundraiser would be at Panera on May 3. The Foundation is offering a Splash into Summer fundraiser on May 21 to help purchase a CPR submersible rescue manikin for the Aquatic Center.

H. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.

I. Board Members – The Directors updated on the meetings and District events they attended for the month. The Directors thanked Erin Cardenas for having the fortitude to make a personal and public comment about the fentanyl crisis in our community.

10. ADJOURNMENT

Chair Magner adjourned the meeting at 7:12 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Elaine Magner
Chair

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: May 3, 2023

SUBJECT: FINANCE REPORT MARCH 2023

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH MARCH 31, 2023

The District's Statements of Revenues and Expenditures for the period of March 1, 2023 through March 31, 2023 with a year-to-date comparison for the period of March 1, 2022 through March 31, 2022 are attached. The percentage rate used is 75% for Period 9 of the current fiscal year.

REVENUES

Total revenue including the 9th month ending March 31, 2023 for Fund 10 (General Fund) has an overall increase of \$840,070.20 in comparison to fiscal year 2021-2022. The variance from the prior year includes: 1) increase in various Public Fees (5510-5520) of \$91,588.95, 2) Other Misc. Revenue (5575) received in the amount of \$493,285.04, and 3) increase in Tax Apportionments (5110-5240) in the amount of \$158,874.89 over the same period last year. The increase in Public Fees is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District received Prop 68 funding in the Misc. Revenue account in the amount of \$443,539. The increase in Tax Apportionments is due to an increase in property tax collected from the county.

Total revenue for Fund 20 for March 2023, the Assessment District Fund, was \$0. Assessment tax revenue is mainly distributed to the District around mid-December and April.

Total revenue recorded for Fund 30 for March 2023, the Quimby Fund, was \$338,487.81. There was Quimby fees collected for the Barry 60 LP Project in the amount of \$313,508. There was also \$24,979.81 of interest recorded in March.

Total revenue recorded for Fund 40 for March 2023, the Park Impact Fees Fund, was \$7,712.79 for a housing addition fee paid.

There was no revenue recorded for Fund 50 for March 2023, the Community Development Block Grant (CDBG) Food Share fund. Reimbursement requests are made on a quarterly basis.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. This is done in accordance with Generally Accepted Accounting Principles. There was no revenue recorded for Fund 60 for March 2023, the Restricted Donations Fund.

EXPENDITURES

Fund 10 Personnel Expenditures: Adjusting for the payoff of the Umpqua Pension Loan and Unfunded Liability payments to CalPERS, the increase in salaries and benefits year over year is \$404,857.09. This variance is due to the increase in staff needed for services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

Fund 10 Service and Supply Expenditures show an increase of \$121,977.88 in comparison to the same period last year.

Adjusting for reserves, the increase in Services and Supplies year to date is \$198,419.88. This increase includes Insurance Liability (6410) being \$53,080 more than this time last year, an increase in Grounds Maintenance (6710) of \$27,049.95 for Turf Mitigation, an increase in Typeset and Print Services (7115) of \$12,168.95 due to activity guides not being issued because of COVID last year, and an increase in Redevelopment Fees (6960) of \$48,202.60.

Fund 10 Capital Expenditures shows an increase of \$257,544.57 in comparison to the same period last year.

Fund 10 Total Expenditures year to date are \$659,889.79 more compared to this point last year.

Fund 20 Expenditures are 28.25% of budget in Personnel and 82.74% of budget in Services and Supplies as of this month. This wide variation in the Personnel budget is due to the budget adjustment made in March for the need to increase Personnel at PV fields, due to contracted services ending. This percentage will increase rapidly in the next couple of months.

Fund 30 Expenditures were \$59,500 for Pickleball Sports Complex expenses.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$5,199.19 for this month. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo.

Fund 60 has no Expenditures for this month.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 36.66%, Fund 20 by 21.22%, Fund 30 by 96.76%, Fund 50 by 21.30%, and Fund 60 by 99.95%. Fund 40 had no budget and no expenses.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for March 31, 2023, for Fund 10, Fund 20, Fund 30, Fund 40, Fund 50, and Fund 60.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of March 31, 2023, Fund 10
(2 pages)

- 2) Financial Statement of Revenue and Expenditures as of March 31, 2023, Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of March 31, 2023, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of March 31, 2023, Fund 40
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of March 31, 2023, Fund 50
(1 page)
- 6) Financial Statement of Revenue and Expenditures as of March 31, 2023, Fund 60
(1 page)

General Ledger
Fund 10 General Fund
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5240	\$ (1,610.00)	\$ (4,277,672.72)	\$ (4,436,347.61)	\$ (7,634,345.00)	\$ (3,197,997.39)	58.11%
Interest Earnings	5310	\$ (13,327.62)	\$ (7,699.25)	\$ (102,803.61)	\$ (104,893.00)	\$ (2,089.39)	98.01%
Assessment Revenue	5500	\$ -	\$ -	\$ (433.44)	\$ -	\$ 433.44	-
Park Patrol Citations	5506	\$ -	\$ (590.00)	\$ (1,963.39)	\$ (1,500.00)	\$ 463.39	130.89%
Bingo - Primary Revenue	5508	\$ (1,875.00)	\$ (5,795.25)	\$ (15,829.55)	\$ (14,400.00)	\$ 1,429.55	109.93%
Excess Bingo Revenue	5509	\$ (412.00)	\$ (2,946.60)	\$ (9,536.00)	\$ -	\$ 9,536.00	-
Contract Classes-Public Fees	5510	\$ (22,856.17)	\$ (136,216.67)	\$ (145,873.29)	\$ (131,313.00)	\$ 14,560.29	111.09%
Public Fees	5511	\$ (14,301.93)	\$ (98,582.15)	\$ (174,012.48)	\$ (300,001.00)	\$ (125,988.52)	58.00%
Public Fees-Entry Fees	5520	\$ (4,068.00)	\$ (27,670.00)	\$ (34,172.00)	\$ (40,840.00)	\$ (6,668.00)	83.67%
Vending Concessions	5525	\$ -	\$ (620.40)	\$ (1,132.72)	\$ (1,450.00)	\$ (317.28)	78.12%
Rental	5530	\$ (41,613.50)	\$ (309,508.59)	\$ (302,010.76)	\$ (338,717.00)	\$ (36,706.24)	89.16%
Cell Tower Revenue	5535	\$ (12,477.68)	\$ (79,657.87)	\$ (84,533.71)	\$ (100,800.00)	\$ (16,266.29)	83.86%
Parking Fees	5540	\$ (1,201.03)	\$ (10,908.97)	\$ (11,708.41)	\$ (9,600.00)	\$ 2,108.41	121.96%
Advertising Revenue	5555	\$ -	\$ (2,550.00)	\$ (9,225.00)	\$ (10,000.00)	\$ (775.00)	92.25%
Special Event	5561	\$ -	\$ -	\$ (56,205.55)	\$ (56,205.00)	\$ 0.55	100.00%
Staffing Cost Recovery	5563	\$ (2,045.00)	\$ (44,289.25)	\$ (25,780.25)	\$ (58,352.00)	\$ (32,571.75)	44.18%
Special Event Permits	5564	\$ (100.00)	\$ (800.00)	\$ (950.00)	\$ -	\$ 950.00	-
Security Services - Recovery	5566	\$ (355.00)	\$ (3,061.00)	\$ (5,236.00)	\$ -	\$ 5,236.00	-
Contributions	5570	\$ -	\$ (73,529.28)	\$ (60,004.80)	\$ (72,000.00)	\$ (11,995.20)	83.34%
Grants	5573	\$ -	\$ -	\$ (12,365.00)	\$ -	\$ 12,365.00	-
Rebates Received	5574	\$ -	\$ -	\$ (152,042.00)	\$ (152,042.00)	\$ -	100.00%
Other Misc Revenue	5575	\$ (3,618.26)	\$ (317,988.96)	\$ (496,903.30)	\$ (476,939.00)	\$ 19,964.30	104.19%
Incentive Income	5585	\$ (690.65)	\$ (1,556.55)	\$ (2,261.14)	\$ (1,700.00)	\$ 561.14	133.01%
Reimbursement - ROPS	5600	\$ -	\$ (396,407.90)	\$ (496,791.60)	\$ (350,000.00)	\$ 146,791.60	141.94%
Revenue		\$ 120,551.84	\$ 5,798,051.41	\$ 6,638,121.61	\$ 9,855,097.00	\$ 3,216,975.39	67.36%
YTD Comparison				\$ 840,070.20			
Personnel							
Full Time Salaries	6100	\$ 302,721.02	\$ 1,682,801.91	\$ 1,914,552.47	\$ 2,669,312.00	\$ 754,759.53	71.72%
Overtime Salaries	6101	\$ 1,331.12	\$ 11,314.46	\$ 11,657.90	\$ 26,785.00	\$ 15,127.10	43.52%
Car Allowance	6105	\$ 1,246.11	\$ 8,438.98	\$ 8,307.40	\$ 10,800.00	\$ 2,492.60	76.92%
Cell Phone Allowance	6108	\$ 1,722.21	\$ 10,773.91	\$ 11,401.40	\$ 15,960.00	\$ 4,558.60	71.44%
Part-Time Salaries	6110	\$ 38,284.39	\$ 260,618.99	\$ 304,485.10	\$ 549,670.00	\$ 245,184.90	55.39%
Retirement	6120	\$ 50,358.41	\$ 280,077.84	\$ 315,138.18	\$ 466,365.00	\$ 151,226.82	67.57%
457 Pension	6121	\$ 157.77	\$ 16,053.58	\$ 22,542.64	\$ 23,000.00	\$ 457.36	98.01%
Deferred Compensation	6125	\$ 581.76	\$ 3,514.31	\$ 3,698.18	\$ 4,895.00	\$ 1,196.82	75.55%
Employee Insurance	6130	\$ 30,651.84	\$ 166,072.74	\$ 240,366.22	\$ 372,401.00	\$ 132,034.78	64.54%
Workers Compensation	6140	\$ 19,894.75	\$ 113,818.39	\$ 125,100.12	\$ 222,963.00	\$ 97,862.88	56.11%
Unemployment Insurance	6150	\$ -	\$ 39.41	\$ 1,132.00	\$ 15,000.00	\$ 13,868.00	7.55%
Loan - Pension Obligation	6160	\$ -	\$ 264,217.75	\$ 132,893.00	\$ 132,893.00	\$ 129,968.37	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 501,541.00	\$ 508,376.00	\$ 508,376.00	\$ -	100.00%
Personnel		\$ 446,949.38	\$ 3,319,283.27	\$ 3,599,650.61	\$ 5,018,420.00	\$ 1,548,737.76	71.73%
YTD Comparison				\$ 280,367.34			
Services and Supplies							
Telephone/Internet	6210	\$ 11.95	\$ 16,211.17	\$ 14,283.03	\$ 23,132.00	\$ 8,848.97	61.75%
Internet Services	6220	\$ 4,642.84	\$ 19,137.08	\$ 40,798.72	\$ 61,125.00	\$ 20,326.28	66.75%
IT Infrastructure	6230	\$ 28.50	\$ 539.62	\$ 62.72	\$ 2,000.00	\$ 1,937.28	3.14%
Computer Hardware/Software	6240	\$ 7,290.83	\$ 9,979.45	\$ 51,218.78	\$ 60,534.00	\$ 9,315.22	84.61%
Pool Chemicals	6310	\$ -	\$ 3,230.75	\$ 3,347.93	\$ 8,250.00	\$ 4,902.07	40.58%
Janitorial Supplies	6320	\$ 7,340.97	\$ 25,969.81	\$ 33,952.26	\$ 48,408.00	\$ 14,455.74	70.14%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ -	\$ -	\$ 74.84	\$ 1,200.00	\$ 1,125.16	6.24%
Food Supplies	6340	\$ 292.42	\$ 619.41	\$ 4,487.99	\$ 14,850.00	\$ 10,362.01	30.22%
Water Maint & Service	6350	\$ 46.45	\$ 437.05	\$ 581.78	\$ 1,265.00	\$ 683.22	45.99%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,220.00	\$ 1,220.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	0.00%
Insurance Liability	6410	\$ -	\$ 236,698.00	\$ 289,778.00	\$ 289,778.00	\$ -	100.00%
Equipment Maintenance	6500	\$ -	\$ 141.93	\$ 24.54	\$ 1,000.00	\$ 975.46	2.45%
Fuel	6510	\$ 4,850.84	\$ 36,086.53	\$ 45,018.71	\$ 73,590.00	\$ 28,571.29	61.18%
Vehicle Maintenance	6520	\$ 1,291.25	\$ 18,763.90	\$ 28,223.10	\$ 35,400.00	\$ 7,176.90	79.73%
Building Maintenance	6600	\$ -	\$ -	\$ 24.14	\$ -	\$ (24.14)	-
Building Repair	6610	\$ 11,168.30	\$ 30,280.77	\$ 51,723.70	\$ 85,500.00	\$ 33,776.30	60.50%
HVAC Maintenance/Repairs	6620	\$ -	\$ 5,373.47	\$ 4,754.98	\$ 8,820.00	\$ 4,065.02	53.91%
Playground Maintenance	6630	\$ -	\$ 1,836.62	\$ 8,798.46	\$ 40,000.00	\$ 31,201.54	22.00%
Grounds Maintenance	6710	\$ 5,013.21	\$ 47,427.42	\$ 74,477.37	\$ 119,420.00	\$ 44,942.63	62.37%
Tree Care	6719	\$ -	\$ 22,327.50	\$ 31,168.49	\$ 34,000.00	\$ 2,831.51	91.67%
Park Amenities - Assess	6722	\$ -	\$ 4,949.40	\$ -	\$ -	\$ -	-
Fee Schedule	6727	\$ -	\$ -	\$ 13,050.00	\$ 13,050.00	\$ -	100.00%
Contracted Pest Control	6730	\$ -	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00	\$ -	100.00%
Rubbish & Refuse	6740	\$ 6,188.50	\$ 52,824.84	\$ 53,639.62	\$ 79,830.00	\$ 26,190.38	67.19%
Vandalism/Theft	6750	\$ 202.18	\$ 86.21	\$ 792.97	\$ 500.00	\$ (292.97)	158.59%
Memberships	6810	\$ -	\$ 12,890.00	\$ 14,192.82	\$ 15,047.00	\$ 854.18	94.32%
Office Supplies	6910	\$ 945.59	\$ 9,333.03	\$ 4,517.46	\$ 25,020.00	\$ 20,502.54	18.06%
Postage Expense	6920	\$ 5,855.47	\$ 12,511.23	\$ 18,262.97	\$ 18,640.00	\$ 377.03	97.98%
Advertising Expense	6930	\$ 50.00	\$ 1,210.00	\$ 367.38	\$ 3,490.00	\$ 3,122.62	10.53%
Printing Charges	6940	\$ 1,175.04	\$ 4,855.75	\$ 5,952.40	\$ 8,935.00	\$ 2,982.60	66.62%
Bank & Registration Fees	6950	\$ 133.04	\$ 57,002.17	\$ 1,806.88	\$ 3,920.00	\$ 2,113.12	46.09%
Approp Redev/Collection Fees	6960	\$ -	\$ 271,904.71	\$ 320,107.31	\$ 552,000.00	\$ 231,892.69	57.99%
Minor Furn Fixture & Equip	6980	\$ 261.41	\$ 861.23	\$ 1,045.64	\$ 1,137.00	\$ 91.36	91.96%
Fingerprint Fees (HR)	7010	\$ 262.00	\$ 420.00	\$ 1,233.00	\$ 3,360.00	\$ 2,127.00	36.70%

General Ledger
Fund 10 General Fund
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Fire & Safety Insp Fees	7020	\$ -	\$ 1,960.00	\$ 144.11	\$ 4,725.00	\$ 4,580.89	3.05%
Permit & Licensing Fees	7030	\$ 120.22	\$ 3,628.40	\$ 4,914.96	\$ 6,550.00	\$ 1,635.04	75.04%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 13,600.00	\$ 39,208.00	\$ 23,515.00	\$ 147,501.00	\$ 123,986.00	15.94%
Legal Services	7110	\$ 4,228.38	\$ 34,618.20	\$ 42,261.35	\$ 90,000.00	\$ 47,738.65	46.96%
Typeset and Print Services	7115	\$ -	\$ 10,738.77	\$ 22,907.72	\$ 36,600.00	\$ 13,692.28	62.59%
Instructor Services	7120	\$ 12,169.63	\$ 85,403.61	\$ 92,363.72	\$ 77,265.00	\$ (15,098.72)	119.54%
PERS Admin Fees	7125	\$ 149.62	\$ 1,003.53	\$ 1,057.67	\$ 2,200.00	\$ 1,142.33	48.08%
Audit Services	7130	\$ 4,575.00	\$ 9,000.00	\$ 16,075.00	\$ 20,875.00	\$ 4,800.00	77.01%
Medical & Health Svcs (HR)	7140	\$ 720.00	\$ 1,230.00	\$ 3,693.44	\$ 12,170.00	\$ 8,476.56	30.35%
Security Services	7150	\$ 405.00	\$ 2,450.72	\$ 2,205.00	\$ 5,422.00	\$ 3,217.00	40.67%
Entertainment Services	7160	\$ -	\$ 118.72	\$ 432.25	\$ 5,800.00	\$ 5,367.75	7.45%
Business Services	7180	\$ 565.24	\$ 48,425.91	\$ 38,971.08	\$ 107,769.00	\$ 68,797.92	36.16%
Umpire/Referee Services	7190	\$ -	\$ 1,125.00	\$ 1,150.00	\$ 1,650.00	\$ 500.00	69.70%
Subscriptions	7210	\$ 9.99	\$ 115.92	\$ 199.92	\$ 2,550.00	\$ 2,350.08	7.84%
Rents & Leases - Equip	7310	\$ 396.99	\$ 2,170.69	\$ 9,476.33	\$ 31,620.00	\$ 22,143.67	29.97%
Bldg/Field Leases & Rental	7320	\$ -	\$ (250.00)	\$ 60.00	\$ 60.00	\$ -	100.00%
Division Supplies	7410	\$ 100.00	\$ 687.99	\$ 4,390.35	\$ 6,040.00	\$ 1,649.65	72.69%
Program/Event Supplies	7420	\$ 595.26	\$ 3,708.66	\$ 24,309.76	\$ 29,000.00	\$ 4,690.24	83.83%
Bingo Supplies	7430	\$ -	\$ 3,145.12	\$ 2,818.16	\$ 4,800.00	\$ 1,981.84	58.71%
Sporting Goods	7440	\$ 440.21	\$ 4,686.34	\$ 5,837.75	\$ 7,700.00	\$ 1,862.25	75.81%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	0.00%
Training Supplies	7460	\$ -	\$ 30.00	\$ 603.17	\$ 1,920.00	\$ 1,316.83	31.42%
Small Tools	7500	\$ 57.13	\$ 2,869.73	\$ 3,963.09	\$ 6,000.00	\$ 2,036.91	66.05%
Safety Supplies	7510	\$ -	\$ 4,390.44	\$ 1,553.20	\$ 4,215.00	\$ 2,661.80	36.85%
Uniform Allowance	7610	\$ -	\$ 8,294.77	\$ 7,519.69	\$ 12,490.00	\$ 4,970.31	60.21%
Safety Clothing	7620	\$ -	\$ 1,032.49	\$ 1,173.84	\$ 5,404.00	\$ 4,230.16	21.72%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ 215.00	\$ 3,186.21	\$ 11,592.41	\$ 30,591.00	\$ 18,998.59	37.89%
Conference&Seminar Board	7715	\$ -	\$ 217.00	\$ 210.00	\$ 4,450.00	\$ 4,240.00	4.72%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,741.19	\$ 3,264.64	\$ 26,949.00	\$ 23,684.36	12.11%
Out of Town Travel Board	7725	\$ -	\$ 1,221.94	\$ 828.30	\$ 2,420.00	\$ 1,591.70	34.23%
Private Vehicle Mileage	7730	\$ 101.78	\$ 18.56	\$ 1,145.95	\$ 6,025.00	\$ 4,879.05	19.02%
Buses/Excursions	7750	\$ -	\$ -	\$ 4,900.89	\$ 33,500.00	\$ 28,599.11	14.63%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ 100.00	\$ 4,000.00	\$ 3,900.00	2.50%
Utilities - Gas	7810	\$ 10,561.80	\$ 29,460.90	\$ 50,443.98	\$ 53,040.00	\$ 2,596.02	95.11%
Utilities - Water	7820	\$ 8,983.03	\$ 503,871.58	\$ 433,533.41	\$ 910,143.00	\$ 476,609.59	47.63%
Utilities - Electric	7830	\$ 33,088.16	\$ 146,657.21	\$ 121,388.55	\$ 217,575.00	\$ 96,186.45	55.79%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 7,144.60	\$ 8,257.15	\$ 16,130.00	\$ 7,872.85	51.19%
Meals for Staff Training	7920	\$ 243.23	\$ 1,032.28	\$ 854.91	\$ 3,500.00	\$ 2,645.09	24.43%
Employee Morale	7930	\$ -	\$ 2,541.80	\$ 2,210.91	\$ 5,500.00	\$ 3,289.09	40.20%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 217,560.00	\$ 217,560.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ 36,645.00	\$ 65,203.00	\$ 65,203.00	\$ 65,203.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	100.00%
Services and Supplies		\$ 148,376.46	\$ 2,084,320.77	\$ 2,206,298.65	\$ 3,956,008.00	\$ 1,884,912.35	55.77%
YTD Comparison				\$ 121,977.88			
Capital							
General Capital	8400	\$ -	\$ -	\$ 316.88	\$ 2,148.00	\$ 1,831.12	14.75%
Equip/Facility Replacement	8420	\$ 539.02	\$ 29,984.93	\$ 93,156.10	\$ 97,500.00	\$ 4,343.90	95.54%
ECAA Loan-Lighting Project	8483	\$ 756.57	\$ 52.50	\$ 30,122.50	\$ 27,382.85	\$ (2,739.65)	110.00%
Prop 68-Arneill Ranch Park	8496	\$ -	\$ 79,800.00	\$ 51,731.16	\$ 51,731.16	\$ -	100.00%
Micracle League 805 Ballfield	8497	\$ -	\$ -	\$ -	\$ -	\$ -	-
MO Tennis Court Refinish	8498	\$ -	\$ -	\$ 86,000.00	\$ 86,000.00	\$ -	100.00%
Community Center Sewer Line	8499	\$ 4,377.81	\$ -	\$ 32,402.81	\$ 28,025.00	\$ (4,377.81)	115.62%
Cam Grove Septic Tank	8500	\$ -	\$ -	\$ 72,605.21	\$ 72,605.21	\$ -	100.00%
Senior Center Roof	8501	\$ -	\$ -	\$ -	\$ 146,852.00	\$ 146,852.00	0.00%
Freedom Dog Park	8502	\$ 1,047.34	\$ -	\$ 1,047.34	\$ 200,000.00	\$ 198,952.66	0.52%
Co-Op Sewer Line	8503	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	0.00%
Capital		\$ 6,720.74	\$ 109,837.43	\$ 367,382.00	\$ 772,244.22	\$ 404,862.22	47.57%
YTD Comparison				\$ 257,544.57			
Expense		\$ 602,046.58	\$ 5,513,441.47	\$ 6,173,331.26	\$ 9,746,672.22	\$ 3,838,512.33	63.34%
YTD Comparison				\$ 659,889.79			
Revenue Total		\$ 120,551.84	\$ 5,798,051.41	\$ 6,638,121.61	\$ 9,855,097.00	\$ 3,216,975.39	67.36%
Expense Total		\$ 602,046.58	\$ 5,513,441.47	\$ 6,173,331.26	\$ 9,746,672.22	\$ 3,838,512.33	63.34%
YTD Revenue-Expenses			\$ 284,609.94	\$ 464,790.35			
YTD Comparison				\$ 180,180.41			

General Ledger
Fund 20 Assessment Fund
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5130	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ -	\$ (218.96)	\$ (11,214.24)	\$ (12,000.00)	\$ (785.76)	93.45%
Assessment Revenue	5500	\$ -	\$ (716,722.21)	\$ (833,963.36)	\$ (1,251,393.00)	\$ (417,429.64)	66.64%
Revenue		\$ -	\$ 716,941.17	\$ 845,177.60	\$ 1,263,631.00	\$ 418,453.40	66.88%
YTD Comparison				\$ 128,236.43			
Personnel							
Full Time Salaries	6100	\$ 2,550.09	\$ 16,028.02	\$ 17,269.38	\$ 62,048.00	\$ 44,778.62	27.83%
Overtime Salaries	6101	\$ -	\$ 66.98	\$ 10.32	\$ -	\$ (10.32)	0.00%
Cell Phone Allowance	6108	\$ 20.79	\$ 141.85	\$ 138.60	\$ 162.00	\$ 23.40	85.56%
Retirement	6120	\$ 422.29	\$ 2,567.91	\$ 2,833.78	\$ 10,801.00	\$ 7,967.22	26.24%
Employee Insurance	6130	\$ 399.77	\$ 2,203.51	\$ 3,513.67	\$ 10,086.00	\$ 6,572.33	34.84%
Workers Compensation	6140	\$ 288.74	\$ 1,690.76	\$ 1,938.35	\$ 7,887.00	\$ 5,948.65	24.58%
Personnel		\$ 3,681.68	\$ 22,699.03	\$ 25,704.10	\$ 90,984.00	\$ 65,279.90	28.25%
YTD Comparison				\$ 3,005.07			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 28,759.18	\$ 18,522.28	\$ 19,444.00	\$ 921.72	95.26%
Grounds Maintenance	6710	\$ -	\$ 346.72	\$ -	\$ 37,999.00	\$ 37,999.00	0.00%
Tree Care	6719	\$ 23,481.75	\$ 48,400.00	\$ 61,872.60	\$ 88,502.00	\$ 26,629.40	69.91%
Contracted LS Services	6720	\$ 16,332.61	\$ 302,652.36	\$ 317,109.94	\$ 447,049.00	\$ 129,939.06	70.93%
Park Amenities - Assess	6722	\$ -	\$ 1,699.42	\$ 28,810.62	\$ 34,000.00	\$ 5,189.38	84.74%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,736.59	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 529,759.38	\$ 533,756.09	\$ 529,760.00	\$ (3,996.09)	100.75%
Services and Supplies		\$ 39,814.36	\$ 913,353.65	\$ 960,071.53	\$ 1,160,324.00	\$ 200,252.47	82.74%
YTD Comparison				\$ 46,717.88			
Expense		\$ 43,496.04	\$ 936,052.68	\$ 985,775.63	\$ 1,251,308.00	\$ 265,532.37	78.78%
YTD Comparison				\$ 49,722.95			
Revenue Total		\$ -	\$ 716,941.17	\$ 845,177.60	\$ 1,263,631.00	\$ 418,453.40	66.88%
Expense Total		\$ 43,496.04	\$ 936,052.68	\$ 985,775.63	\$ 1,251,308.00	\$ 265,532.37	78.78%
YTD Revenue-Expenses			\$ (219,111.51)	\$ (140,598.03)			
YTD Comparison				\$ 78,513.48			

General Ledger
Fund 30 Quimby Fund
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (24,979.81)	\$ (5,610.07)	\$ (48,149.31)	\$ (45,125.00)	\$ 3,024.31	106.70%
Park Dedication Fees	5400	\$ (313,508.00)	\$ -	\$ (3,779,680.45)	\$ (3,466,172.45)	\$ 313,508.00	109.04%
Revenue		\$ 338,487.81	\$ 5,610.07	\$ 3,827,829.76	\$ 3,511,297.45	\$ (316,532.31)	109.01%
YTD Comparison				\$ 3,822,219.69			
Services and Supplies							
Bank & Registration Fees	6950	\$ -	\$ 36.00	\$ 10.00	\$ 10.00	\$ -	100.00%
Services and Supplies		\$ -	\$ 36.00	\$ 10.00	\$ 10.00	\$ -	100.00%
YTD Comparison				\$ (26.00)			
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Arneill Ranch Park Renovation	8464	\$ -	\$ 1,193,572.38	\$ 13,520.66	\$ 106,529.25	\$ 93,008.59	12.69%
Pickleball Sports Complex	8493	\$ 59,500.00	\$ 1,325.00	\$ 80,804.17	\$ 1,401,522.55	\$ 1,320,718.38	5.77%
Capital		\$ 59,500.00	\$ 1,194,897.38	\$ 94,324.83	\$ 2,908,051.80	\$ 2,813,726.97	3.24%
YTD Comparison				\$ (1,100,572.55)			
Expense		\$ 59,500.00	\$ 1,194,933.38	\$ 94,334.83	\$ 2,908,061.80	\$ 2,813,726.97	3.24%
YTD Comparison				\$ (1,100,598.55)			
Revenue Total		\$ 338,487.81	\$ 5,610.07	\$ 3,827,829.76	\$ 3,511,297.45	\$ (316,532.31)	109.01%
Expense Total		\$ 59,500.00	\$ 1,194,933.38	\$ 94,334.83	\$ 2,908,061.80	\$ 2,813,726.97	3.24%
YTD Revenue-Expenses			\$ (1,189,323.31)	\$ 3,733,494.93			
YTD Comparison				\$ 4,922,818.24			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,784,814.68	\$ 864,394.32	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	
Total	\$ 11,090,795.40	\$ 6,800,589.70			\$ 4,764,092.00	\$ 6,565,586.41	

*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes
 **Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger
Fund 40 Park Impact Fee Fund
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ -	\$ (2,697.75)	\$ (3,662.93)	\$ (965.18)	73.65%
Park Impact Fees	5450	\$ (7,712.79)	\$ (172,347.20)	\$ (15,643.98)	\$ (7,931.19)	\$ 7,712.79	197.25%
Revenue		\$ 7,712.79	\$ 172,347.20	\$ 18,341.73	\$ 11,594.12	\$ (6,747.61)	158.20%
Revenue Total		\$ 7,712.79	\$ 172,347.20	\$ 18,341.73	\$ 11,594.12	\$ (6,747.61)	158.20%
Expense Total		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger
Fund 50 CDBG Fund
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
CDBG - Food Share	5577	\$ -	\$ -	\$ (29,319.01)	\$ (42,428.00)	\$ (13,108.99)	69.10%
Revenue		\$ -	\$ -	\$ 29,319.01	\$ 42,428.00	\$ 13,108.99	69.10%
Personnel							
Full Time Salaries	6100	\$ 959.79	\$ 12,747.86	\$ 3,269.43	\$ 3,740.16	\$ 470.73	87.41%
Part-Time Salaries	6110	\$ 3,557.92	\$ 1,562.00	\$ 23,943.35	\$ 30,892.07	\$ 6,948.72	77.51%
Retirement	6120	\$ 616.01	\$ 362.48	\$ 3,695.76	\$ 4,622.60	\$ 926.84	79.95%
Employee Insurance	6130	\$ 2.69	\$ 21.97	\$ 14.91	\$ 18.13	\$ 3.22	82.24%
Workers Compensation	6140	\$ 62.78	\$ 61.98	\$ 432.93	\$ 568.04	\$ 135.11	76.21%
Personnel		\$ 5,199.19	\$ 14,756.29	\$ 31,356.38	\$ 39,841.00	\$ 8,484.62	78.70%
Expense		\$ 5,199.19	\$ 14,756.29	\$ 31,356.38	\$ 39,841.00	\$ 8,484.62	78.70%
Revenue Total		\$ -	\$ -	\$ 29,319.01	\$ 42,428.00	\$ 13,108.99	69.10%
Expense Total		\$ 5,199.19	\$ 14,756.29	\$ 31,356.38	\$ 39,841.00	\$ 8,484.62	78.70%

General Ledger
Fund 60 Restricted Donations
March 2023 75.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Restirtcd Donation	5576	\$ -	\$ -	\$ (1,308,170.00)	\$ (1,308,170.00)	\$ -	100.00%
Interest Earnings	5310	\$ -	\$ -	\$ (1,881.87)	\$ (2,000.00)	\$ (118.13)	94.09%
Revenue		\$ -	\$ -	\$ 1,310,051.87	\$ 1,310,170.00	\$ 118.13	99.99%
Services and Supplies							
Bank Charges	6955	\$ -	\$ -	\$ 12.00	\$ 12.00	\$ -	100.00%
Services and Supplies		\$ -	\$ -	\$ 12.00	\$ 12.00	\$ -	100.00%
Capital							
Micracle League 805 Ballfield	8497	\$ -	\$ -	\$ 520.28	\$ 1,000,000.00	\$ 999,479.72	0.05%
Capital		\$ -	\$ -	\$ 520.28	\$ 1,000,000.00	\$ 999,479.72	0.05%
Expense		\$ -	\$ -	\$ 532.28	\$ 1,000,012.00	\$ 999,479.72	0.05%
Revenue Total		\$ -	\$ -	\$ 1,310,051.87	\$ 1,310,170.00	\$ 118.13	99.99%
Expense Total		\$ -	\$ -	\$ 532.28	\$ 1,000,012.00	\$ 999,479.72	0.05%

Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 March 2023

	Date	Amount	
Accounts Payables:	3/31/2023	\$ 336,232.59	
	Total	\$ 336,232.59	
Payroll (Total Cost):	3/2/2023	\$ 154,497.65	
	3/16/2023	\$ 157,593.71	
	3/30/2023	\$ 144,057.56	
	Total	\$ 456,148.92	
Payroll AP Payments:	3/1/2023	\$ 41,986.64	PERS Health Insurance Premium
	3/1/2023	\$ 16,309.96	CALPERS - Ret PR 3/2/2023
	3/2/2023	\$ 3,720.03	Guardian
	3/2/2023	\$ 583.80	VSP
	3/2/2023	\$ 2,141.72	Hartford
	3/27/2023	\$ 16,497.07	CALPERS- Ret-PR-3/16/23
	3/28/2023	\$ 16,723.59	CALPERS- Ret-PR-3/30/23
	Total	\$ 97,962.81	
	Grand Total	\$ 890,344.32	

CASH REPORT

	3/31/2023	3/31/2022
	Balance	Balance
Restricted Funds		
Debt Service - Restricted	\$ 142,672.73	\$ 135,581.71
457 Pension Trust Restricted	\$ 69,415.96	\$ 75,278.42
Cal CLASS/PW Quimby Fee - Restricted	\$ 1,354,268.00	\$ 198,307.05
VC Pool Quimby- Restricted	\$ 5,670,476.03	\$ 3,305,160.70
Park Impact Fees	\$ 190,700.83	\$ 172,347.20
Miracle League 805	\$ 1,309,519.59	\$ -
FCDP Checking	\$ 13,601.16	\$ 13,846.66
Total	\$ 8,750,654.30	\$ 4,016,931.58

Semi-Restricted Funds		
Assessment	\$ 921,827.25	\$ 744,494.00
LAIF - Capital	\$ 1,363,646.39	\$ 2,532,276.44
PacWest/CalCLASS - Capital	\$ 1,854,458.17	\$ -
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 620,750.96
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 397,645.00
Contingency - Computer	\$ 25,000.00	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 300,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 75,000.00
Contingency - Vehicle Reserve	\$ 30,000.00	\$ -
Total	\$ 5,857,596.70	\$ 5,000,494.20

Unrestricted Funds		
Contingency	\$ 4,021,689.67	\$ 2,956,756.09
LAIF/Cal Trust - Contingency	\$ -	\$ -
General Fund Checking	\$ 216,001.00	\$ 191,533.74
Total	\$ 4,237,690.67	\$ 3,148,289.83

Total of all Funds	\$ 18,845,941.67	\$ 12,165,715.61
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	4/12/2023	4/30/2022
	Balance	Balance
Restricted Funds		
Debt Service - Restricted	\$ 142,672.73	\$ 140,586.22
457 Pension Trust Restricted	\$ 69,415.96	\$ 75,280.89
Cal CLASS/PW Quimby Fee - Restricted	\$ 1,352,498.22	\$ 311,893.56
VC Pool Quimby- Restricted	\$ 5,670,476.03	\$ 3,055,160.70
Park Impact Fees	\$ 190,700.83	\$ 172,350.46
Miracle League 805	\$ 1,309,519.59	\$ -
FCDP Checking	\$ 13,601.16	\$ 13,846.66
Total	\$ 8,748,884.52	\$ 4,016,931.58

Semi-Restricted Funds		
Assessment	\$ 909,825.28	\$ 1,186,967.11
LAIF - Capital	\$ 1,363,646.39	\$ 2,482,276.44
PacWest/CalCLASS - Capital	\$ 1,854,458.17	\$ -
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 1,120,598.92
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 397,645.00
Contingency - Computer	\$ 25,000.00	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 300,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 75,000.00
Contingency - Vehicle Replacement	\$ 30,000.00	\$ 30,000.00
Total	\$ 5,845,594.73	\$ 5,892,815.27

Unrestricted Funds		
Contingency	\$ 3,771,689.67	\$ 4,533,137.75
LAIF/Cal Trust - Contingency	\$ -	\$ -
General Fund Checking	\$ 324,570.56	\$ 447,695.25
Total	\$ 4,096,260.23	\$ 4,980,833.00

Total of all Funds	\$ 18,690,739.48	\$ 14,890,579.85
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Bank Reconciliation

Board Audit

User: cwebster
 Printed: 04/06/2023 - 3:06PM
 Date Range: 03/01/2023 - 03/31/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: BILL PERIOD 2023 FEB	03/02/2023	661.44
0	CALPERS HEALTH	CALPERS: 2023 MARCH BILLING ,	03/01/2023	41,986.64
0	CALPERS PENSION	CALPERS: PR 3/2/2023 CONTRIBU	03/01/2023	16,309.96
0	CALPERS PENSION	CAL PERS: PR CONT 3/16/2023	03/27/2023	16,497.07
0	CALPERS PENSION	CALPERS: PR CONT 3/30/2023	03/28/2023	16,723.59
0	EMPLOYMENT DEVELOPMENT DI	EDD: PR 3/2/2023	03/01/2023	3,392.83
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT / PR 3/16/2023	03/16/2023	3,480.14
0	EMPLOYMENT DEVELOPMENT DI	EDD: PR 3/30/2023	03/28/2023	4,005.59
0	GUARDIAN	GUARDIAN DENTAL: BILL PERIO	03/02/2023	3,720.03
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD LIFE: BILL PERIOD 20	03/02/2023	2,141.72
0	INTERNAL REVENUE SERVICE - O	IRS: PR 3/2/2023	03/01/2023	23,223.41
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS PMT / PR 3/16/2023	03/16/2023	23,837.22
0	INTERNAL REVENUE SERVICE - O	EFTPS: IRS / PR TAX 3/30/2023	03/28/2023	25,948.56
0	VSP	VSP: COVERAGE PERIOD 2023 M/	03/02/2023	583.80
25964	AMBER'S LIGHT LIONS CLUB	AMBER'S LIGHT LIONS CLUB: RE	03/09/2023	150.00
25974	HUB INTERNATIONAL INSURANC	HUB: INSURANCE FEB 2023	03/09/2023	575.00
25996	NICK CLARK	CLARK, N: CLEANING DEP REFU	03/23/2023	50.00
26001	JESSE KENT	KENT: J: CLEANING DEPOSIT REI	03/23/2023	50.00
Total for Department: 00 Non Departmentalized				183,337.00
Department: 03 Recreation				
0	AMAZON	AMAZON: HCF SUPPLIES	03/09/2023	174.44
0	ANN M. WRIGHT	WRIGHT, A: BEG DIVING CLASS /	03/09/2023	39.00
0	BRIANA RAMOS	RAMOS, B: MILEAGE REIMB FEB	03/09/2023	13.69
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	03/09/2023	945.75
0	ESTELA LIZARRAGA	LIZARRAGA, E: FEB-MARCH 2023	03/09/2023	971.75
0	JANET SNYDER	SNYDER/DANCE TEN: SALSA & B	03/09/2023	800.80
0	JOHN SOFER	SOFER, J: MILEAGE REIMB FEB 20	03/09/2023	17.48
0	JULIA NORSTRAND	NOSTRAND, J: ALEXANDER TECN	03/23/2023	104.00
0	KALEEN GAGE	GAGE, K: MILEAGE REIMB FEB 20	03/09/2023	11.92
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK 33 EI	03/09/2023	1,673.10
0	KATLYN SIMBER-CLICKENER	SIMBER, K: MILEAGE REIMB FEB	03/09/2023	0.98
0	LANNY BINNEY	BINNEY, L: MILEAGE REIMB - FE	03/09/2023	11.79
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMI	03/09/2023	30.13
0	MARK TUSLER	TUSLER, M: DRUM CLASSES 2023	03/23/2023	195.00
0	MELANIE BURKE	BURKE, M: BASIC CAKE DECOR C	03/09/2023	526.50
0	MITCHELL BEINFEST	BEINFEST, M: MILEAGE REIMB FI	03/09/2023	1.31
0	OLIVIA LLOYD	LLOYD, O: MILEAGE REIMB FEB	03/09/2023	7.27
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	03/09/2023	643.50
0	US BANK	US BANK: CAL CARD FEB 2023 ST	03/07/2023	737.42
25961	UNITED STATES POSTAL SERVICE	USPS: POSTAGE ACTIVITY GUIDE	03/07/2023	5,605.47
25967	JOHN CATERINO	CATERINO, J: PIANO TUNING / RE	03/09/2023	200.00
25972	SANDRA DIXON	DIXON, S: BALLET & TAP CLASSE	03/09/2023	494.00
25982	WANDERLUST CONTENT STUDIO,	WANDERLUST: CAM MAGAZINE	03/09/2023	2,350.00
25984	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE	03/09/2023	947.70
25990	MICHAEL ASHLEY	ASHLEY, M: PICKLEBALL CLASSI	03/23/2023	988.00
26000	ROBERT INGLIS	INGLIS, R: MARCH CLASS / 4 ENR	03/23/2023	146.25
26003	BRYAN MONKA	MONKA, B: JAN SOCCER CLASSE	03/23/2023	586.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26010	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: BASKETBA	03/23/2023	975.00
26011	THOMAS COSTA	COSTA, T: PICKLEBALL ROUND R	03/23/2023	254.48
26012	RAEHEL BERNICE SANTOS	SANTOS, R: HAPPY BABY SOCIAL	03/23/2023	87.75
26013	AUDREY WALZER	WALZER, A: YOGA CLASS / 29 EN	03/23/2023	1,790.75
Total for Department: 03 Recreation				21,331.53
Department: 04 Parks				
0	AMAZON	AMAZON: TRUCK LED LIGHT BA	03/23/2023	576.74
0	ARAMSCO INC.	ARAMSCO: BATHROOM SUPPLIE	03/09/2023	6,796.20
0	ARAMSCO INC.	ARAMSCO: BATHROOM SUPPLIE	03/23/2023	544.77
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	03/08/2023	6,239.27
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: SVC BILLING PERI	03/09/2023	4,459.31
0	GRAINGER	GRAINGER: CORNER GUARD / CC	03/09/2023	567.43
0	GRAINGER	GRAINGER: RESTROOM MIRROR	03/23/2023	263.25
0	JTEC COPORATION	JTEC: FIXED SEWER & GAS PIPE /	03/09/2023	4,377.81
0	SOCAL GAS COMPANY	SCG: SVC DATE 2023-1/30 - 3/1 / PA	03/08/2023	10,561.80
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-1/30 - 2/27/ SI	03/09/2023	8,857.09
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-2/13 - 3/14/ Q	03/28/2023	3,983.42
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: DXR RESTROOM / S	03/09/2023	179.97
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR / HAND SI	03/23/2023	217.02
0	US BANK	US BANK: CAL CARD FEB 2023 SI	03/07/2023	4,053.27
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC PERI	03/09/2023	814.56
0	WEX BANK	WEX BANK: FUEL FEB 2023 PURC	03/09/2023	4,629.24
25965	B & B DO IT CENTER	B&B: RETURNED CONDUIT / BOB	03/09/2023	1,005.20
25969	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: SVC DATE 202	03/09/2023	31.80
25970	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: BANJO POLYPR	03/09/2023	37.68
25971	DIAL SECURITY	DIAL SECURITY: ALVAREZ 1/28/20	03/09/2023	145.00
25974	HUB INTERNATIONAL INSURANC	HUB: INSURANCE FEB 2023	03/09/2023	-29.73
25977	PLEASANT VALLEY SCHOOL DIST	PVSD: SPLIT COST MONTE VISTA	03/09/2023	2,429.00
25978	SITEONE LANDSCAPE SUPPLY LL	SITEONE: ROUND GREEN/ PVC CI	03/09/2023	193.51
25979	SOCAL SIGNWORX	SOCAL SIGNWORX: WRAP DECAI	03/09/2023	228.05
25981	VENTURA COUNTY STAR	VC STAR: FREEDOM PARK RFP	03/09/2023	1,047.34
25985	UTILITY COST MANAGEMENT LL	UTILITY COST MGT: BILLING PEI	03/08/2023	20,247.65
25988	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF: HERBICIDE / SHOP	03/23/2023	243.35
25989	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECOVER	03/23/2023	947.39
25991	ASTRA INDUSTRIAL SERVICES IN	ASTRA INDUSTRIAL: RP BALL VA	03/23/2023	1,904.76
25992	B & B DO IT CENTER	B&B: SANDING DISC /GRAFFITI R	03/23/2023	671.92
25993	BIGBRAND TIRE & SERVICE	BIG BRAND: TRUCK #22 TIRES	03/23/2023	766.31
25994	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: CHA	03/23/2023	207.79
25995	CAMROSA WATER DISTRICT	CAMROSA WATER: SVC DATE 202	03/23/2023	1,875.20
25997	COUNTY OF VENTURA	COUNTY OF VENTURA: PARKING	03/23/2023	37.50
25998	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: BIL	03/23/2023	54.00
26002	LIGHTPOLES PLUS.COM	LIGHTPOLES PLUS: LIGHT POLE /	03/23/2023	6,137.92
26005	NAPA AUTO PARTS	NAPA: BRAKE ROTOR / TRUCK# 2	03/23/2023	524.94
26006	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: E	03/23/2023	750.00
26007	PHOENIX GROUP INFORMATION S	PHOENIX GROUP: PARKING CITA	03/23/2023	493.58
Total for Department: 04 Parks				97,071.31
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	03/23/2023	4,228.38
0	AMAZON	AMAZON: HCF SUPPLIES	03/09/2023	1,661.56
0	AMAZON	AMAZON: USB BLUETOOTH ADA	03/23/2023	41.36
0	AMAZON	AMAZON: OFFICE SUPPLIES	03/28/2023	561.94
0	ANA CERROS	CERROS, A: FEB 2023 MILEAGE R	03/23/2023	7.21
0	CALPERS HEALTH	CALPERS: 2023 MARCH BILLING ,	03/01/2023	149.62
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: EQUIP - POU COOLER	03/09/2023	46.45
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	03/09/2023	125.56
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	03/23/2023	502.25
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA PREMIER FINA	03/28/2023	1,175.04
0	QUADIANT FINANCE USA INC.	QUADIANT FINANCE: POSTAGE	03/28/2023	250.00
0	QUADIANT LEASING USA, INC.	QUADIANT LEASING: BILL PERIO	03/28/2023	261.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2023-2/17 -	03/09/2023	17.08
0	SPECTRUM BUSINESS	SPECTRUM/CHARTER COMM: SV	03/28/2023	17.08
0	STREAMLINE	STREAMLINE: SVC DATE 2023-2/1	03/09/2023	1,080.00
0	US BANK	US BANK: CAL CARD FEB 2023 SI	03/07/2023	2,185.64
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC PERI	03/09/2023	0.75
25962	ACCU-PRINTS/M&L PARTNERSHIP	ACCUPRINTS: FINGER PRINTING/	03/09/2023	30.00
25963	ALLCONNECTED, INC.	ALLCONNECTED: MARCH 2023 M	03/09/2023	3,562.84
25966	BAY ALARM	BAY ALARM: SVC DATE 2023-3/1 -	03/09/2023	405.00
25968	CENTERS FOR FAMILY HEALTH	CENTERS FAMILY HEALTH: FEB 2	03/09/2023	720.00
25973	EVERGREEN SOLUTIONS, LLC	EVERGREEN SOLUTIONS: TASK 3	03/09/2023	5,625.00
25976	OXNARD COLLEGE	OXNARD COLLEGE: 2023 JOB FAI	03/09/2023	50.00
25986	MICHAEL CARLSON	CARLSON, M: REPL PR CK 81080 I	03/13/2023	45.03
25999	EVERGREEN SOLUTIONS, LLC	EVERGREEN SOLUTIONS: COMP,	03/23/2023	5,625.00
26004	MOSS,LEVY & HARTZHEIM	MOSS, LEVY: 2022 AUDIT SVCS	03/23/2023	4,575.00
26008	STATE OF CALIFORNIA DEPT. OF J	STATE OF CA: DEPT OF JUSTICE /	03/23/2023	192.00
Total for Department: 05 Administration				33,141.20
Total for Fund:10 General Fund				334,881.04

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
25975	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: F	03/09/2023	16,332.61
25983	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: STONE	03/09/2023	17,895.75
26009	WEST COAST ARBORISTS INC.	WCA: GRID PRUNING / MISSION C	03/23/2023	5,586.00
Total for Department: 00 Non Departmentalized				39,814.36
Total for Fund:20 Assessment Fund				39,814.36

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
25980	VENTERRA ENVIRONMENTAL, IN	VENTERRA ENVIRONMENTAL: A	03/09/2023	59,500.00
		Total for Department: 00		59,500.00
		Total for Fund:30 Park Dedication Fund		59,500.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		434,195.40

Developer		Project				Quimby Funds			GL Code
No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date	Assigned
AMLI									
1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019	
2	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 364,574.44		\$ 586,123.38	12/6/2018		8446
3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94		\$ 221,548.94	10/3/2018		8445
TOTALS			\$ 720,600.00	\$ 615,709.00					
FAIRFIELD LLC									
1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 504,121.78	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	11/7/2018	1/31/2020	8459
2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87		\$ 1,334,739.05			
3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74		\$ 687,402.31			8469
4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90		\$ 636,613.41			8478
5		Senior and Community Rec Fac Project	\$ -	\$ -		\$ 636,613.41			
6		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20		\$ 355,964.21			8480
7		Community Center Classroom and Auditorium Enhancements							
8		Freedom Park Parking Lot Enhancement							
9		Freedom Park Landscape and Walking Path							
10		Freedom Park Landscape and Walking Path							
11		Camarillo Grove Nature Center							
TOTALS			\$ 1,910,000.00	\$ 1,894,525.49	\$ 2,649,209.00	\$ 2,649,209.00		8/8/2021	
ELACORA MISSION OAKS									
1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74		\$ 2,459,321.26	11/3/2016		
2	Arnell Reh PK	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96		\$ 962,679.30	11/5/2020		8464
3		Pickleball	\$ 1,400,000.00	\$ 98,284.98		\$ 864,394.32			8493
4		Camarillo Nature Center	\$ 300,000.00	\$ -		\$ 864,394.32			
5		Freedom Park Landscape and Walking Path	\$ -	\$ -		\$ 864,394.32			
		Freedom Baseball Fields	\$ -	\$ -		\$ 864,394.32			
TOTALS			\$ 3,200,000.00	\$ 1,784,814.68	\$ 474,353.00	\$ 864,394.32		8/10/2021	
KB HOMES									
1	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 32,368.30		\$ 441,984.70			8444
2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 275,730.92			8460
3	Nancy Bush	Nancy Bush Pavilion	\$ 65,000.00	\$ 31,537.74		\$ 244,193.18			8447
4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -		\$ 244,193.18			
5		Dos Caminos Expansion and ADA	\$ -	\$ -		\$ 244,193.18			
TOTALS			\$ 629,500.00	\$ 230,159.82	\$ 244,193.18	\$ 244,193.18			
CRESTVIEW									
			\$ -	\$ -	\$ 21,612.25	\$ 21,612.25		6/7/2023	
HABITAT FOR HUMANITY									
			\$ -	\$ -	\$ 35,242.00	\$ 35,242.00		3/6/2024	
SHEA HOMES									
			\$ -	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		11/21/2024	
Williams Homes									
			\$ -	\$ -	\$ 2,840,447.45	\$ 2,840,447.45		7/29/2027	
Somis Ranch Phase 1									
			\$ -	\$ -	\$ 347,625.00	\$ 347,625.00		8/5/2027	
Somis Ranch Phase 2									
			\$ -	\$ -	\$ 278,100.00	\$ 278,100.00		10/20/2027	
Barry 60 LP									
			\$ -	\$ -	\$ 313,508.00	\$ 313,508.00		3/15/2028	
Grand Total			\$ 6,460,100.00	\$ 4,525,208.99	\$ 11,090,795.40	\$ 6,565,586.41			

California CLASS

Investment Name	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
California CLASS									
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
California CLASS	1.51%	2.36%	2.61%	3.10%	3.80%	4.19%	4.53%	4.70%	4.77%

Ventura County Pool

Investment Name	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Ventura County Pool	0.31%	0.30%	0.31%	0.33%	0.38%	0.41%	0.56%	0.67%	0.87%
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Ventura County Pool	1.31%	1.60%	1.78%	1.97%	2.34%	2.79%	3.06%	3.20%	3.16%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Local Agency Investment Fund (LAIF)	0.20%	0.20%	0.21%	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Local Agency Investment Fund (LAIF)	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%	2.83%

Pacific Western Bank

Investment Name	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: May 3, 2023

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 736, DECLARING INTENTION TO LEVY ASSESSMENTS FOR FY 2023-2024, PRELIMINARILY APPROVING THE ENGINEER'S REPORT, AND AUTHORIZING THE ISSUANCE OF A NOTICE FOR THE PUBLIC HEARING FOR THE PROPOSED FY 2023-2024 ASSESSMENTS FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT

SUMMARY

Every fiscal year Staff prepares an agenda report and resolution requesting the Board to adopt a resolution to declare the intention to levy an assessment for the fiscal year and for preliminary approval of the engineer's report created by SCI Consulting Group. In addition to the assessment, the report provides notice of a public hearing for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

BACKGROUND

On April 4, 2021, by Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, the Board of Directors ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District which is now known as the Park Maintenance and Recreation Improvement Assessment District.

On February 1, 2023, the Board adopted Resolution No. 730, directing the preparation of an Engineer's Report for the District, and initiating the procedures for the continuation of the Assessment District for FY 2023-2024. The next step in levying assessments for the upcoming fiscal year is the adoption of a Resolution of Intent to Levy the Assessments for FY 2023-2024 and setting the place and time for a Public Hearing to consider the assessments.

ANALYSIS

To continue to levy the assessments, on February 1, 2023, the Board directed SCI Consulting Group to prepare an Engineer's Report for FY 2023-2024. This Engineer's Report, which includes the proposed budget for the assessments for FY 2023-2024 and the updated proposed assessments for each parcel in the District, was completed, but will not be filed with the District's legal counsel this year as the report only needs to be filed when there are significant changes, and there are no significant changes for this report.

The Board has the authority to approve an annual adjustment to the assessment rate by an amount equal to the change in the Los Angeles Consumer Price Index (CPI), not to exceed 3%. The Engineer's Report contains a proposed assessment rate adjustment of 3.0% for FY 2022-2023. The proposed 3.0% increase was attained through the CPI as of Dec 31, 2022, which was at 4.92%. The additional 1.92% will be "banked" and can be used at a later time when the CPI is below 3%. The Unused CPI Bank is a bank made up of any CPI throughout past years that exceed 3.0%. The current Unused CPI Balance is 5.48%. The increase will reflect a \$46.17 per single-family equivalent benefit unit assessment.

Pending Board approval, a public hearing for the continuation of the assessments will be scheduled for June 7, 2023, at the hour of 6:00 p.m. Notification of the hearing will be given by publishing a notice, at least ten (10) days prior to the date of the hearing specified, in a newspaper circulated in the District. After the public hearing, the Board can, by resolution, levy the assessments for FY 2023-2024.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate. This information can then be released to District residents for comment at the June 7, 2023 hearing date.

RECOMMENDATION

It is recommended the Board adopt Resolution No 736, accepting the Engineer's Report including the proposed assessment rate and schedule the public hearing for June 7, 2023.

ATTACHMENT

- 1) Resolution No. 736 (3 pages)
- 2) Preliminary Engineer's Report for FY 2023-2024 (43 pages)
- 3) Assessment Rate Tracking and Summary (1 page)

RESOLUTION NO. 736

**A RESOLUTION DECLARING INTENTION TO CONTINUE
LEVYING ASSESSMENTS FOR FISCAL YEAR 2023-24,
PRELIMINARILY APPROVING THE ENGINEER'S REPORT,
AND AUTHORIZING THE ISSUANCE OF A NOTICE FOR THE PUBLIC HEARING
FOR THE PROPOSED FY 2023-24 ASSESSMENTS FOR THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**

WHEREAS, on April 4th, 2001, by its Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, which included an annual adjustment as described below under Section 5 hereof (the "Authorized Assessment"), the Board of Directors of the Pleasant Valley Recreation and Park District (the "Board") ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement Assessment District (the "District") pursuant to the provisions of Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, by Resolution No. 730, the Board ordered the preparation of an Engineer's Report for the District for fiscal year 2023-24; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with 22623, *et. seq.*, of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, said Engineer's Report was filed with the Clerk of the Board of Directors and the Board of Directors has reviewed the Report and wishes to take certain actions relative to said Report.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The Report for the "PARK MAINTENANCE AND RECREATION IMPROVEMENT ASSESSMENT DISTRICT", on file with the Clerk of the Board, has been duly considered by the Board of Directors and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under, and pursuant to, the foregoing resolution.

SECTION 2. It is the intention of this Board to continue to levy and collect assessments within the Assessment District for fiscal year 2023-24. Within the District, the work and improvements (the "Improvements") proposed to be undertaken by the District, are generally described as installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, sprinkler

systems, park grounds, park facilities, landscape corridors, and trails, as applicable, for property owned or maintained by the Pleasant Valley Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other Improvement.

SECTION 3. The District consists of the lots and parcels shown on the boundary map of the District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars.

SECTION 4. Reference is hereby made to the Engineer's Report for a full and detailed description of the Improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.

SECTION 5. The Authorized Assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area, as published by United States Department of Labor, Bureau of Labor Statistics, as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2021 to December 2022 was 4.92%. Therefore, the maximum authorized assessment rate for fiscal year 2023-24 is increased by 3.00% which equates to \$46.17 per single family equivalent benefit unit. Single family equivalent values for different property types, such as commercial and industrial land uses are described in the Engineer's Report. The estimate of cost and budget in the Engineer's Report proposes assessments for fiscal year 2023-24 at the rate of \$46.17.

SECTION 6. Notice is hereby given that on June 7, 2023, at the hour of 6:00 o'clock p.m. at the City of Camarillo, City Hall Council Chambers 601 Carmen Dr., Camarillo, California the Board of Directors will hold a public hearing to consider the ordering of the Improvements and the continuation of the proposed assessments.

SECTION 7. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such

owner. Such protest or withdrawal of protest should be mailed to Pleasant Valley Recreation and Park District, 1605 East Burnley Street, Camarillo, CA 93010.

SECTION 8. The Clerk of the Board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Pleasant Valley Recreation and Park District.

PASSED AND ADOPTED this 3rd day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELAINE MAGNER, CHAIR
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

BEV DRANSFELDT, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT



ENGINEER'S REPORT

Pleasant Valley Recreation and Park District Park Maintenance and Recreation Improvement District

Fiscal Year 2023-24
April 2023

Pursuant to the Landscaping and Lighting Act of 1972
and Article XIID of the California Constitution

Engineer of Work:



SCI Consulting Group
Public Finance Consulting Services

4745 Mangels Boulevard
Fairfield, California 94534
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29/241

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Introduction

Overview

The Pleasant Valley Recreation and Park District (the “Park District”) currently provides park facilities and recreational programs for its service area of 26,800 parcels. The Park District currently owns, operates and maintains 28 neighborhood, community, and regional parks which are distributed throughout the Park District. (For locations of the Park District’s facilities, see the Diagram following in this Report.)

The Park District’s facilities are summarized as follows:

District Parks

- ❖ **Adolfo Park**, (3.0 acres), 3601 N. Adolfo.
- ❖ **Arneill Ranch Park**, (5.0 acres), 1301 Sweetwater.
- ❖ **Birchview Park**, (0.7 acres), 5564 Laurel Ridge Lane, Birchview/Laurel Ridge.
- ❖ **Calleguas Creek Park**, (3.0 acres), 675 Avenida Valencia.
- ❖ **Camarillo Oak Grove Park**, (24.55 acres), 6968 Camarillo Springs Road.
- ❖ **Carmenita Park**, (1.0 acres), 1506 Sevilla.
- ❖ **Charter Oak Park**, (5.7 acres), 2500 Charter Oak Drive.
- ❖ **Community Center Park**, (12.9 acres), 1605 E. Burnley Street, Carmen/Burnley.
- ❖ **Dos Caminos Park**, (4.4 acres), 2198 N. Ponderosa Road, Las Posas/Ponderosa.
- ❖ **Encanto Park**, (3.0 acres), 5300 Encanto.
- ❖ **Foothill Park**, (2.3 acres), 1501 Cranbrook Street.
- ❖ **Freedom Park**, (33.9 acres), 275 E. Pleasant Valley Road, Skyway/Eubanks.
- ❖ **Heritage Park**, (9.0 acres), 1630 Heritage Trail, Joshua Trail/Heritage Trail.
- ❖ **Las Posas Equestrian Park**, (2.0 acres), 2084 Via Veneto, El Tuaca/Via Veneto.
- ❖ **Laurelwood Park**, (1.5 acres), 2127 Dexter, Mobil/Dexter.
- ❖ **Lokker Park**, (7.0 acres), 848 Vista Coto Verde, Calle Higuera/Avenida Sultura.
- ❖ **Mel Vincent Park**, (5.0 acres), 668 CALISTOGA ROAD.

- ❖ **Mission Oaks Park**, (20.2 acres), 5501 Mission Oaks Boulevard, Mission Oaks/Oak Canyon.
- ❖ **Nancy Bush Park**, (3.4 acres), 1150 Bradford.
- ❖ **Pitts Ranch Park**, (10.0 acres), 1400 Flynn Road.
- ❖ **Bob Kildee Community Park**, (13.0 acres), 1030 Temple Avenue, Ponderosa/Temple.
- ❖ **Quito Park**, (5.0 acres), 7073 Quito Court, Calle Dia/Quito.
- ❖ **Springville Park**, (5.0 acres), 801 Via Zamora.
- ❖ **Trailside Park**, (0.5 acres), 5462 Cherry Ridge Drive, Willow View/Maple View.
- ❖ **Valle Lindo Park**, (10.0 acres), 889 Aileen Street, Valle Lindo/Aileen.
- ❖ **Pleasant Valley Fields**, (55.0 acres), 3777 Village at the Park Drive.
- ❖ **Woodcreek Park**, (5.0 acres), 1200 Woodcreek Road, Lynwood/Woodcreek.
- ❖ **Woodside Park**, (5.0 acres), 247 Japonica Avenue, Ridgeview/Japonica.

Assessment Process

In 2001, due to the combination of limited revenues, a growing community and expanding park acreage, the Park District projected that it would not be able to adequately maintain its current and future parks and recreation facilities. Therefore, the Board proposed the establishment of an assessment district to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demand placed on the parks.

In February and March 2001 the Board conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution (“The Taxpayer’s Right to Vote on Taxes Act”) and the Landscaping and Lighting Act of 1972. During this ballot proceeding, property owners in the District were provided with a notice and ballot for the proposed parks assessment (“the Parks Maintenance and Recreation Improvement District” or the “Improvement District”). A 45-day period was provided for balloting and a public hearing was conducted on March 21st, 2001. At the public hearing, all ballots returned within the 45-day balloting period were tabulated. It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final balloting result was 58.7% weighted support in favor of the benefit assessments for the Pleasant Valley Recreation and Park District’s Park Maintenance and Recreation Improvement District.

As a result, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

Engineer’s Report and Continuation of Assessments

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer’s Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer’s Report is completed, the Board may preliminarily approve the Engineer’s Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 1, 2023.

This Engineer’s Report (“Report”) was prepared to establish the budget for the continued improvements and services (“Improvements”) that would be funded by the proposed 2023-24 assessments, determine the benefits received by property from the improvements and services within the Park District and the method of assessment apportionment to lots and parcels within the Park District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the “Act”) and Article XIID of the California Constitution (the “Article”).

If the Board preliminarily approves this Engineer's Report and the continuation of the assessments by resolution. A notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 7, 2023. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2023-24. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller by August 2023 for inclusion on the property tax roll for fiscal year 2023-24.

Legislative Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly specified and identified

- Special benefits are directly received by and provide a direct advantage to property in the assessment district
- The assessments must be proportional to the special benefits conferred

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article 13C and 13D of the California Constitution because the improvements to be funded are clearly defined; the benefiting properties in the Improvement District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Improvement District and such special benefits provide a direct advantage to property in the Improvement District that is not enjoyed by the public at large or other property; and the assessments are proportional to the special benefits conferred.

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Improvement District; and the improvements provide a direct advantage to property in the Improvement District that would not be received in absence of the assessments.

This Engineer's Report is consistent with *Beutz, Dahms and Greater Golden Hill* because the improvements will directly benefit property in the Improvement District and the general benefits have been explicitly calculated and quantified and excluded from the assessments. The Engineer's Report is consistent with *Bonander* because the assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.

Plans & Specifications

The Pleasant Valley Recreation and Park District maintains park facilities in locations throughout its boundaries.

The work and improvements (the “Improvements”) proposed to be undertaken by the Pleasant Valley Recreation and Park District’s Park Maintenance and Recreation Improvement District (the “Improvement District”) and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the Improvement District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the “Act”) the work and improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, playground equipment, hard court surfaces, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, park grounds and facilities, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasiums, senior centers, running tracks, swimming pools, landscape corridors, trails, other recreational facilities, security patrols to protect the Improvements, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Pleasant Valley Recreation and Park District. Any plans and specifications for these improvements have been filed with the General Manager of the Pleasant Valley Recreation and Park District and are incorporated herein by reference.

As applied herein, “Installation” means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling) sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Improvement District plus Incidental expenses. Reference is made to the Summary of District’s Improvement Plans section in the following section of this Report and the more detailed budgets and improvement plans of the Park District, which are on file with the Pleasant Valley Recreation and Park District.

Fiscal Year 2023-24 Estimate of Cost and Budget

Introduction

Following are the proposed Improvements, and resulting level of improved parks and recreation facilities, for the Improvement District. As previously noted, the baseline level of service included a declining level of parks and recreation facilities due to shortages of funds for the Park District. Improvements funded by the assessments are over and above the previously declining baseline level of service. The formula below describes the relationship between the final level of improvements, the existing baseline level of service, and the enhanced level of improvements to be funded by the proposed assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

Summary of District's Improvement Plans

Projects have been chosen throughout the Park District in order to ensure that all properties in the narrowly drawn Park District boundaries will receive improved access to better maintained and improved parks in their area. A detailed project improvement plan has been developed and is available for review at the Park District offices.

Table 1 - Estimate of Cost, FY 2023-24

	Total Budget	
Installation, Maintenance & Servicing Costs		
Capital Improvements	\$1,217,559	
Equipment and Facility Replacement	\$35,000	
Services and Supplies	\$2,427,585	
Maintenance and Operations of Improvements ¹	<u>\$2,244,063</u>	
Subtotal - Installation, Maintenance and Servicing	\$5,924,207	
Administrative Costs:		
Assessment Administration and County Charges	\$28,851	
Allowance for Uncollectible Assessments	<u>\$16,243</u>	
Subtotals - Incidentals	\$45,095	
Total for Installation, Maintenance, Servicing and Administration	\$5,969,302	
Total Benefit of Improvements	\$5,969,302	
Single Family Equivalent Units (SFE)	28,379	
Benefit Received per SFE Unit	\$210.34	
Less:		
District Contribution for General Benefits ²	(\$1,492,325)	
District Contribution for Special Benefits	(\$3,140,955)	
Beginning Fund Balance (July 1, 23)	(\$1,100,000)	
Contribution to Reserve Fund/Improvement Fund/Contingency ³	<u>\$1,074,227</u>	
	(\$4,659,053)	
Net Cost of Installation, Maintenance and Servicing (Net Amount to be Assessed)	\$1,310,249	
Budget Allocation to Property		
Total Assessment Budget*	\$1,310,249	
	Unadjusted	Adjusted
	SFE	SFE
Single Family Equivalent Benefit Units - Zone A	27,346.79	27,346.79
Single Family Equivalent Benefit Units - Zone B	494.24	123.56
Single Family Equivalent Benefit Units - Zone C	<u>1,816.89</u>	<u>908.45</u>
Adjusted SFE Units		28,378.80
Assessment per Single Family Equivalent Unit		\$46.17

* All assessments are rounded to lower even penny. Therefore, the budget amount may slightly differ from the assessment rate

Notes to Estimate of Cost:

1. The item, Maintenance and Operation of Improvements provides funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Improvements include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the following section, at least 25% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$5,969,302, the District must contribute at least \$1,492,325 from sources other than the assessments. The District will contribute much more than this amount, which more than covers any general benefits from the Improvements.
3. This amount is the projected ending fund balance as of June 30, 2024. The Fund Balance shown includes operating reserves and the Capital Improvement Reserve Fund.
4. The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The funds shown under contribution to Reserve Fund / Improvement Fund / Contingency are primarily being accumulated for future capital improvement and capital renovation needs.

Method of Apportionment

Method of Apportionment

This section of the Engineer's Report explains the special and general benefits to be derived from the Improvements to park facilities and District maintained property throughout the Park District, and the methodology used to apportion the total assessment to properties within the Improvement District.

The Improvement District consists of all Assessor Parcels within the boundaries of the Pleasant Valley Recreation and Park District. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Improvement District or to the public at large. Special benefit is calculated for each parcel in the Improvement District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Identification of the direct advantages (special benefits) received by property in the Improvement District
3. Calculation of the proportion of these benefits that are general
4. Determination of the relative special benefit within different areas within the Improvement District
5. Determination of the relative special benefit per property type
6. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

“The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California].”

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel, in contrast to a general benefit which provides indirect or derivative advantages. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district’s property values).

Finally, Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIII D, sections 2(i) & 4(f).) The SVTA v. SCCOSA decision further clarifies that special benefits must provide a direct advantage to benefiting property and that examples of a special benefit include proximity to a park, expanded or improved access to open space or views of open space.

Benefit Factors

The special benefits from the Improvements are listed below:

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the Improvement District, the residential, commercial and other benefiting properties in the Improvement District do not have large outdoor areas and green spaces. The parks in the Improvement District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the "NPRA"), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within this service radii close proximity and easy access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by other properties or the public at large.

Moreover, almost every neighborhood park in the Improvement District does not provide a restroom or parking lot. Such public amenities were specifically excluded from neighborhood parks because neighborhood parks are designed to be an extension of usable land area specifically for properties in close proximity, and not the public at large or other non-proximate property. The occupants of proximate property do not need to drive to their local park and do not need restroom facilities because they can easily reach their local neighborhood park and can use their own restroom facilities as needed. This is further tangible evidence of the effective extension of land area provided by the Improvements to proximate parcels in the Improvement District and the unique direct advantage the parcels within the Improvement District receive from the Improvements.

An analysis of the service radii for the Improvements finds that all properties in the Improvement District enjoy the distinct and direct advantage of being close and proximate to parks within the Improvement District. As noted in the following section, several Zones of Benefit have been specifically drawn within the Improvement District to further recognize the unique levels of proximity and special benefits to properties in the Improvement District. The benefiting properties in the Improvement District therefore uniquely and specially benefit from the Improvements and several unique areas of special benefits have been narrowly drawn.

Proximity to improved parks and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Improvement District. Therefore, property in the Improvement District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Improvement District do not share.

In absence of the assessments, the Improvements would not be provided and the parks and recreation areas in the Improvement District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Improvement District, they provide a direct advantage and special benefit to property in the Improvement District.

Access to improved parks, open space and recreational areas

Since the parcels in the Improvement District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Improvement District.

Improved Views

The Park District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when is the Improvements are accessed or passed. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Improvement District.

Benefit Finding

In summary, real property located within the boundaries of the Improvement District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, greenbelts, trail systems and other public resources funded by the Assessments. The Improvements are specifically designed to serve local properties in the Improvement District, not other properties or the public at large. The public at large and other properties outside the Improvement District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Improvement District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

General versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to real property outside of improvement district	+	Benefit to real property inside of improvement district	+	Benefit to public at large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Improvement District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements. Other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Improvement District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Calculating General Benefit

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Benefit to Property Outside the Improvement District

Properties within the Improvement District receive almost all of the special benefits from the Improvements because properties in the Improvement District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Improvement District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Improvement District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Improvement District and within the proximity radii for neighborhood parks in the Improvement District receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are geographically on only one side of the Improvements and are over twice the average distance from the Improvements compared to properties in the Assessment District. The general benefit to property outside of the Improvement District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

Assumptions:

3,616 parcels outside the district but within either 0.5 miles of a neighborhood park or 2.0 miles of a community park within the Improvement District.

25,370 parcels in the Improvement District.

50% relative benefit compared to property within the Improvement District.

Calculation of General Benefit to Property Outside the Improvement District

$$(3,616 / (25,370 + 3,615)) * 0.5 = 6.2\%$$

Although it can reasonably be argued that Improvements inside, but near the Park District boundaries are offset by similar park and recreational improvements provided outside, but near the Park District's boundaries, we use the more conservative approach of finding that 6.2% of the Improvements may be of general benefit to property outside the Improvement District.

Benefit to Property *Inside* the District that is *Indirect and Derivative*

The "indirect and derivative" benefit to property within the Improvement District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Improvement District is special, because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the Improvement District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district". A measure of the general benefits to property within the Assessment area is the percentage of land area within the Improvement District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.0% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the Park District's parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the Park District¹. A survey of park and recreation facility usage conducted by SCI Consulting Group found that less than 5% of the Park District's facility usage is by those who do not live or work within District boundaries.² When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 5% of general benefits are allocated for people within the Improvement District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

¹ . When District facilities are used by those individuals, the facilities are not providing benefit to property within the Park District. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the Park District facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses Park District facilities but does

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 18.2% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

General Benefit Calculation	
6.2%	(Outside the Assessment District)
+ 2.0%	(Inside the district – indirect and derivative)
+ 10.0%	(Public at Large)
= 18.2%	(Total General Benefit)

Although this analysis finds that 18.2% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 25%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The Park District's total budget for maintenance and improvement of its parks and recreational facilities is \$5,969,302. Of this total budget amount, the Park District will contribute \$4,633,280 from sources other than the assessments for park maintenance and operation. This contribution by the Park District equates to approximately 78% of the total budget for maintenance and improvements and constitutes far more than the amount attributable to the general benefits from the Improvements.

not reside, work, shop or own property within the Park District boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.

². A total of 200 park users were surveyed on different days and times during the months of November and December 2000. Nine respondents (4.5%) indicated that they did not reside or work within the Park District.

Zones of Benefit

The Pleasant Valley Recreation and Park District's parks and recreation facilities are generally concentrated in the areas encompassing the City of Camarillo. The outlying, generally more rural areas of the Park District have limited park and recreation facilities and properties in these areas (collectively "area") are generally less proximate to the Improvements. Therefore, this area receives relatively lesser special benefits from the assessments than properties located within the City of Camarillo. This area of lesser benefit is defined to include all parcels within District boundaries that are located outside of the City limits, excluding the upper northwest section of the unincorporated areas of the Park District, generally known as the Heights and Spanish Hills³. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this Report. All parcels within the City of Camarillo or within the unincorporated areas described as the Heights or Spanish Hills are classified into Zone of Benefit A or Zone A.

Relative proximity and access to the Park District's facilities is a measure of the level of special benefit conferred by the assessments. Parcels in Zone B are approximately four times farther removed from the Park District's facilities as those within Zone A; therefore these properties are determined to receive 1/4 (25%) the level of benefit as those within Zone A.

Leisure Village and The Springs are two retirement communities generally located on the eastern side of the City of Camarillo. Both communities provide their own recreational facilities and programs to their residents, and the Park District does not own or maintain facilities within the two communities. Consequently, the recreational facilities and services offered by Leisure Village and The Springs offset some of the benefits provided by the Park District's facilities, so these properties receive lower levels of special benefit. Although the residents and employees of Leisure Village and The Springs use facilities within each community, they also can and do utilize the Park District's facilities and programs, such as the Senior Center, Community Center, and Pleasant Valley pool.

³ . The area of Heights and Spanish Hills is generally located in the northwest unincorporated section of the Park District. The Las Posas Equestrian Park and Springville Park is located within this area. In addition, this area has similar proximity to the Park District's parks and facilities as do other parcels within the City of Camarillo.

A survey of property owners conducted by Godbe Research and Analysis in August 2000, found that property owners in these communities utilized Park District facilities generally approximately at one-half the frequency of property owners outside these communities. Using relative frequency of use as a measure of benefit, the Engineer has determined that a benefit of 1/2 the level of benefit as those within Zone A is appropriate. Therefore, properties in Leisure Village and The Springs are classified into Zone of Benefit C or Zone C and are determined to receive a benefit of 1/2 (50%) the level of benefit as those within Zone A.

The summary of parcels and assessments by Zone of Benefit is listed in the following table.

Table 2 - Summary of Parcels and Assessments by Zone of Benefit

	<i>Zone of Benefit</i>			<i>Total</i>
	<i>A</i>	<i>B</i>	<i>C</i>	
Total Parcels	23,599	775	2,398	26,772
SFE Units (Unadjusted for Benefit Weighting)	27,346.79	494.24	1,816.89	29,657.92
Benefit Adjustment Factor	100%	25%	50%	
Assessment Rate per SFE	\$46.17	\$11.54	\$23.09	
Total Assessment	\$1,262,601	\$5,705	\$41,943	\$1,310,249

The Zones of Benefit are shown on the Assessment Diagram and are listed for each parcel on the Assessment Roll.

Assessed properties within the Improvement District are within the industry-accepted proximity/service area for parks and recreation facilities. As noted, these proximity radii were specifically established to only encompass properties with good proximity and access to local parks and in effect make local parks within the proximity radii an extension of usable land area for the properties in the area. Since all parcels in the Improvement District have good access and proximity to the Improvements and the benefits to relatively closer proximity are offset by other factors, additional proximity is not considered to be a factor in determining benefit within each Zone of Benefit. In other words, the boundaries of the Improvement District and the Zones of Benefit have been narrowly drawn to include only properties that have good proximity and access and will specially benefit from the Improvements.

The SVTA vs. SCCOSA, 44 Cal.4th 431, 456, decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the Improvement District, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. Therefore, the even spread of assessment throughout each narrowly drawn Zone of Benefit is indeed consistent with the SVTA vs. SCCOSA decision and satisfies the “direct relationship to the ‘locality of the improvement.’” standard.

Method of Assessment and Proportionality

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the Improvement District. These benefits can partially be measured by the occupants on property in the Improvement District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.⁴

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer’s Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single family home on one parcel. In this case, the “benchmark” property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

⁴ For example, in *Federal Construction Co. v. Ensign (1922) 59 Cal.App. 200 at 211*, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: “Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city’s sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense.”

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Park District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential, its location and its proximity to parks and recreational facilities. Furthermore, the proportional special benefit derived by each identified parcel is apportioned based upon the following:

1. The entirety of the capital cost of the Improvements;
2. The maintenance and operation expenses of the Improvements;
3. And the cost of the property-related service being provided.

This method is further described below.

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the Improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the Improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Each parcel's benefit is determined by the difference between the general and special benefits being conferred on the properties by the Improvements; and the proportion of the special benefit conferred on the various land uses within the Assessment District. This method is further depicted below.

Equation 1 – Special Benefit Apportionment Factors

$$\text{Special Benefit} \approx \sum (\text{Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements})$$

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative special benefit in relation to a single family home on one parcel (the benchmark parcel). The formula for this special benefit assignment is as follows.

Equation 2 – Relative Special Benefit (SFE)

$$\text{Relative Special Benefit} \approx \frac{\text{Special Benefit for a Specific Parcel}}{\text{Special Benefit for the Benchmark Parcel}}$$

Finally, to apportion the cost of Improvements to each parcel the total cost of the Improvements funded by the Assessments is divided by the total SFE benefit units assigned to all parcels. The resulting rate per SFE unit is then multiplied by the SFE units assigned to a parcel to determine the proportional assessment for each parcel.

Equation 3 – Assessment Apportionment

$$\text{Assessment for Parcel} = \frac{\text{Entire Cost of Improvements}}{\text{Total SFE Benefit Units}} * (\text{SFE Benefit Units for Parcel})$$

Method of Apportionment

Residential Properties

Certain residential properties in the Improvement District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses and townhomes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. The population density factors for the Pleasant Valley Recreation and Park District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the Park District from the 1990 Census and dividing it by the total number of such households, finds that approximately 3.32 persons occupy each single family residence, whereas an average of 2.16 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 3.32 persons, 0.65 SFE would equate to one multi-family unit or 0.65 SFE for every 2.16 residents. Likewise, each condominium unit receives 0.71 SFE and each mobile home receives 0.51 SFE.

Table 3 - Residential Density and Assessment Factors

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor</i>
Single Family Residential	34,333	10,343	3.32	1.00
Condominium	9,464	4,030	2.35	0.71
Multi-Family Residential	5,633	2,602	2.16	0.65
Mobile Home on Separate Lot	1,712	1,014	1.69	0.51

Source: 1990 Census, city of Camarillo (the most recent data available when the Improvement District was established).

The single family equivalency factor of 0.65 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in excess of 20 units is determined to be 0.65 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 3.32. Since the average lot size for a single family home in the Park District is approximately 0.27 acres, the average number of residents per acre of residential property is 12.30.

The employee density per acre is generally 2 times the population density of single family residential property per acre (24 employees per acre / 12.3 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 2 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 2 employees is the basis for allocating commercial/industrial benefit. Table 4 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Table 4 - Commercial/Industrial Density and Assessment Factors

<i>Type of Commercial/Industrial Land Use</i>	<i>Average Employees Per Acre ¹</i>	<i>SFE Units per 1/4 Acre ²</i>
Commercial	24	1.00
Office	68	2.83
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.04

1. Source: San Diego Association of Governments Traffic Generators Study.

2. The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

Vacant Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the Fiscal Year 2000-01 assessed valuation data from the County of Ventura, found that 35% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 35% of the benefits are related to the underlying land and 65% are related to the improvements and the day to day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.35 per parcel.

As properties are approved for development, their value increases. Likewise, the special benefits received by vacant property increases as the property is approved for development, or becomes closer to being improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

Other Properties

Article XIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Other publicly owned property that is used for business purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Improvements and are assessed an SFE benefit factor of 0.

Duration of Assessment

As noted previously, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. It is proposed that the Assessment be levied for fiscal year 2023-24 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Pleasant Valley Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. The Assessment can continue to be levied annually after the Pleasant Valley Recreation and Park District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the General Manager or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or her or his designee, shall be referred to the Board of the Pleasant Valley Recreation and Park District and the decision of the Board of the Pleasant Valley Recreation and Park District shall be final.

Assessment

Whereas, on February 1, 2023 the Pleasant Valley Recreation and Park District Board of Directors adopted its Resolution Designating Engineer of Work, and Directing Preparation of the Engineer’s Report for the Pleasant Valley Recreation and Park District, County of Ventura, California;

Whereas, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Improvement District and an assessment of the estimated costs of the improvements upon all assessable parcels within the Improvement District, to which Resolution and the description of the Improvements therein contained, reference is hereby made for further particulars;

Now, Therefore, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of said Pleasant Valley Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Improvement District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2023-24 is generally as follows:

Table 5 - Summary Cost Estimate

	<i>F.Y. 2023-24</i>
	<u><i>Budget</i></u>
Parks Maintenance	\$4,706,648
Parks Improvements	\$1,217,559
Contingency and Reserve	\$1,074,227
Incidental Expenses	<u>\$45,095</u>
TOTAL BUDGET	\$7,043,529
Less:	
Beginning Fund Balance (July 1, 23)	(\$1,100,000)
Park District Contribution	<u>(\$4,633,280)</u>
NET AMOUNT TO ASSESSMENTS	\$1,310,249

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Improvement District. The distinctive number of each parcel or lot of land in the said Improvement District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Improvement District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2021 to December 2022 was 4.92%. Therefore, the maximum authorized assessment rate for fiscal year 2023-24 is increased by 3.00% which equates to \$46.17 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2023-24 at the rate of \$46.17. The assessment ballot proceeding conducted in 2001 authorized an annual adjustment in the assessment levies equal to the annual change in the CPI, not to exceed 3%. The maximum authorized assessment rate for fiscal year 2023-24 is within the limits of the authorized CPI increase.

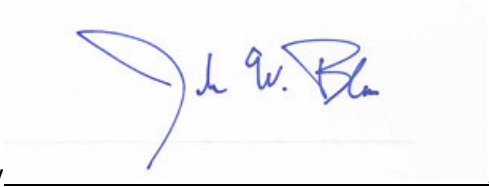
The assessment is made upon the parcels or lots of land within the Improvement District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2023-24. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within the Improvement District.

Dated: April 7, 2023

Engineer of Work



By _____
John Bliss, License No. C52091



Assessment Diagram

The Improvement District includes all properties within the boundaries of the Pleasant Valley Recreation and Park District. The boundaries of the Improvement District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Improvement District are those lines and dimensions as shown on the maps of the Assessor of the County of Ventura, for fiscal year 2023-24, and are incorporated herein by reference, and made a part of this Diagram and this Report.

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FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS ____ DAY OF _____, 2023.

GENERAL MANAGER

RECORDED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS ____ DAY OF _____, 2023.

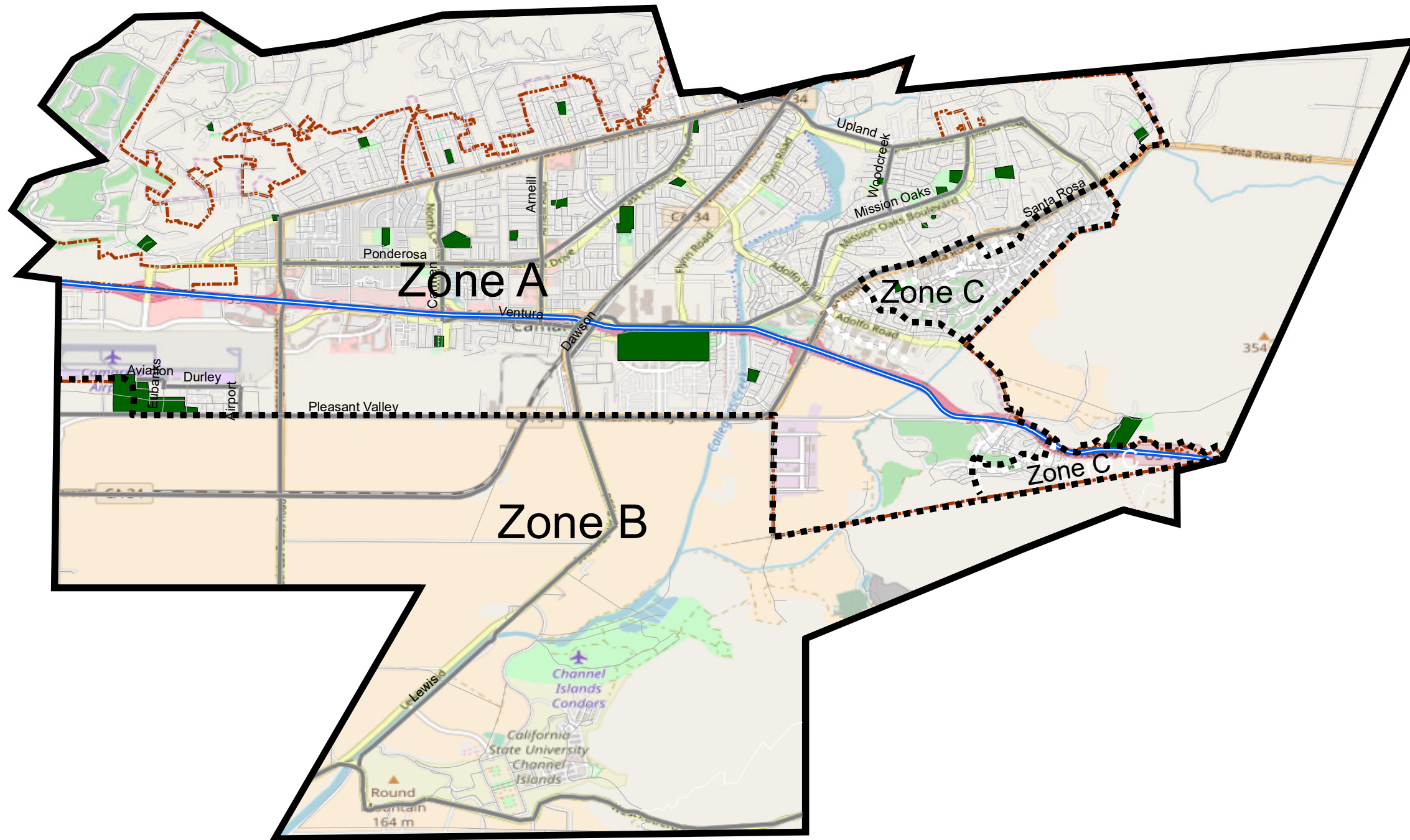
GENERAL MANAGER

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE ____ DAY OF _____, 2023 FOR FISCAL YEAR 2023-24 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF VENTURA ON THE ____ DAY OF _____, 2023. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

GENERAL MANAGER

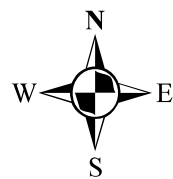
FILED THIS ____ DAY OF _____, 2023, AT THE HOUR OF ____ O'CLOCK ____ M. IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT.

COUNTY AUDITOR, COUNTY OF VENTURA



Legend

- Interstate
- Major Road
- Local Road
- Parks
- District Boundary Line
- City boundaries
- Zone of Benefit Boundary



Note:

REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF VENTURA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

Appendix A - 2023-24 Assessment Roll

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

**Pleasant Valley RPD
Park Maintenance and Recreation Improvement District Assessment Summary**

FISCAL YEAR	MAX RATE	ACTUAL RATE LEVIED	ACTUAL CPI INCREASE USED	ACTUAL CPI CHANGE	UNUSED CPI	TOTAL ASSESSMENT
2001-02 Rate	\$27.00	\$27.00				\$674,157
2002-03 Rate	\$27.57	\$27.56	2001 CPI	2.07%	-0.03%	\$685,696
2003-04 Rate	\$28.40	\$28.40	2002 CPI	3.73%	0.73%	\$717,023
2004-05 Rate	\$29.12	\$29.10	2003 CPI	2.53%	-0.70%	\$735,585
2005-06 Rate	\$29.99	\$29.10	2004 CPI	3.00%	1.39%	\$751,297
2006-07 Rate	\$30.89	\$30.88	2005 CPI	3.00%	1.46%	\$810,017
2007-08 Rate	\$31.82	\$31.80	2006 CPI	3.00%	0.29%	\$852,747
2008-09 Rate	\$32.77	\$32.76	2007 CPI	3.00%	1.16%	\$882,629
2009-10 Rate	\$33.75	\$33.74	2008 CPI	3.00%	-2.89%	\$906,918
2010-11 Rate	\$34.76	\$34.76	2009 CPI	3.00%	-1.17%	\$942,344
2011-12 Rate	\$35.30	\$35.30	2010 CPI	1.58%	-0.24%	\$960,711
2012-13 Rate	\$36.06	\$36.06	2011 CPI	2.17%	0.00%	\$981,609
2013-14 Rate	\$36.76	\$36.76	2012 CPI	1.93%	0.00%	\$999,880
2014-15 Rate	\$37.18	\$37.18	2013 CPI	1.14%	0.00%	\$1,011,822
2015-16 Rate	\$37.44	\$37.44	2014 CPI	0.72%	0.00%	\$1,025,179
2016-17 Rate	\$38.20	\$38.20	2015 CPI	2.03%	0.00%	\$1,051,630
2017-18 Rate	\$38.95	\$38.95	2016 CPI	1.96%	0.00%	\$1,074,595
2018-19 Rate	\$40.12	\$40.12	2017 CPI	3.00%	0.60%	\$1,114,369
2019-20 Rate	\$41.32	\$41.32	2018 CPI	3.00%	0.24%	\$1,157,512
2020-21 Rate	\$42.56	\$42.56	2019 CPI	3.00%	-0.04%	\$1,197,923
2021-22 Rate	\$43.52	\$43.52	2020 CPI	2.25%	-0.80%	\$1,230,205
2022-23 Rate	\$44.83	\$44.83	2021 CPI	3.00%	3.56%	\$1,271,469
2023-24 Rate	\$46.17		2022 CPI	3.00%	1.92%	\$1,310,249

Unused CPI Balance 5.48%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: May 3, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF UPDATED
TECHNOLOGY USE POLICY**

SUMMARY

As a best practice, and to keep up with frequently changing laws and technologies, a comprehensive update and review of the Districts Technology Policy was conducted. The District provides employees with access to computers, electronic communication systems, networks, and as well as other technologies. This policy is intended to guide and facilitate the use of these technologies.

BACKGROUND

In 2016, the District adopted a Technology Use Policy as part of the Employee Manual. It is the staff's desire to periodically bring these policies to the committees and Board to ensure their relevance. The purpose of the Technology Use Policy is to provide clear policies and procedures that are compliant with District, state, and federal regulations, promote safe use of technology, and allow for reasonable and manageable expectations while maintaining the necessary controls and accountability.

The District recognizes the vital role information technology plays in the District's mission and related administrative activities as well as the importance of protecting information in all forms. As more information is used and shared in a digital format by staff, and board members, both within and outside the organization, an increased effort must be made to define the various technology resources as well as protect the information and resources that support it.

ANALYSIS

This Technology Use Policy sets forth the District's policies and procedures for the use of the District's technology equipment, software, operating systems, storage media, network accounts providing electronic mail or resources, and other information technology devices and/or services by employees. These systems are to be used for business purposes in serving the interests of the District in the course of normal operations.

The policy will assist personnel in the performance of their job duties as they pertain to any and all District technology. The purpose of this policy is to establish District policy and guidelines for the acceptable use and security of the District's information technology resources as well as ensure

that uniform and standard procedures are followed which are consistent, comprehensive, and explicit.

The Policy Manual had major edits, details added for clarification, updates due to law changes, as well as best practices. Upon review, District Staff as well as the District's legal counsel suggests the following updates:

- Recreated table of contents due to formatting issues and updates to the policy.
- Introduction – better defined technology resources, authorization to use equipment, purpose of conducting District business, and technology check out system.
- Improper Use – prohibition against harassing, discriminatory and defamatory use, copyright laws, and improper use, overtime, privacy, passwords, and data collection
- Internet and On-Line Services – defines access and usage of internet.
- Confidential Information – added a section to address confidential and proprietary information.
- Software for Home Use – added this section to address remote access due to COVID-19 and working from home.
- Security and Audit – sections were added to address monitoring for compliance.
- District Property - Confidential and Proprietary Information – added this section to include not only tangible property, such as computers but also intangible property such as information.

FISCAL IMPACT

There is no fiscal impact at this time.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals:

- 5.4 D - Formalize standard operating procedures (SOPs) to include organizational chart, operation manuals (daily functions), IT manual, employee handbook, training programs, and skill retention (trainings).

RECOMMENDATION

It is recommended the Board of Directors review and approve the 2023 Technology Use Policy.

ATTACHMENTS

- 1) Adopted 2016 Technology Use Policy (11 pages)
- 2) 2023 Technology Use Policy (11 pages)
- 3) Proposed Technology Use Policy Redline 2023 (8 pages)



EMPLOYEE TECHNOLOGY USE POLICY

Approved by the Board of Directors on April 6, 2016

Pleasant Valley Recreation and Park District

EMPLOYEE TECHNOLOGY USE POLICY

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INTRODUCTION

All of the technological tools furnished to District employees are public property, subject to the dominion and control of the District. Employees have no right or expectation of privacy in those tools, which may be inspected by District representatives without notice.

This policy establishes privileges and additional responsibilities for employees. It recognizes employees as responsible individuals who are the key to making government more responsive to its citizens. It allows employees to use District office equipment for non-government purposes when such use involves minimal additional expense to the government, is performed on the employee's non-work time, does not interfere with the mission or operations of a department and does not violate standards of ethical conduct.

District employees should be provided with a professional supportive work environment. They should be given the tools needed to effectively carry out their assigned responsibilities. Allowing limited personal use of these tools helps to enhance the quality of the workplace and helps the District retain highly qualified and skilled workers. The use of modern information technology has raised new opportunities for its use by employees to live their lives more efficiently in balance with the overriding imperative that taxpayers receive the maximum benefit for their tax dollars.

District business partners, contractors, or other individuals who utilize or access District-owned technology pursuant to District prior approval shall be required to sign and abide by the terms and conditions contained within this and all referenced District technology policies.

1. EMPLOYEE RESPONSIBILITIES

- A. Computer password(s) will be protected. Computer password(s) should not be shared with anyone unless there is a legitimate business requirement. Password(s) should be changed frequently. It is generally recommended to not write down passwords. However, if you must write down a password to document or remember it, do so in a secure manner. For example, do not write down passwords and post them on your monitor, under your keyboard, or in your work area. But, a password kept in your wallet would generally be secure.
- B. Access to computer systems, data, and networks: Employees may access data or other information for which they have been authorized in the normal performance of their job duties. Privacy of clients and co-workers should be respected by not sharing information unless required for business purposes. The only authorized method for remote access to the District computing network is through the equipment and security software provided by the Information Technology Services

Department. Knowledge of these resources, and employee use, should be in conformance with the District's policies for Internet Access, E-Mail, and Network Access.

- C. Only legally acquired and licensed computer software may be used. There is a significant financial liability to the District if computer software that has not been legally obtained is used on District-owned equipment. The documentation provided with the software should be checked to see if it was legally acquired before copies are made for others. Generally, copies of software should be made for back-up purposes only.
- D. Use of non-District-owned software must be authorized. There is a potential for introducing a virus into a District-owned system, and possibly even Districtwide, whenever outside software is used. If there is a need to use an outside software program for business purposes, permission should be obtained from the department head or his/her designee.
- E. Access and use of the District's computer systems, data, and networks shall be done only through a combination of a duly assigned login or username and computer password. This combination of a duly assigned login or username and computer password, when utilized to access software applications that automate or create official District records or business transactions, constitutes an electronic or digital signature. Use of an electronic or digital signature shall have the same force and effect as a manual signature.

2. "LIMITED PERSONAL USE" OF DISTRICT OFFICE EQUIPMENT

- A. Employees are authorized limited personal use of District office equipment. This personal use must not result in loss of employee productivity or interference with official duties. Moreover, such use should incur only minimal additional expense to the District in areas such as:
 - Communications infrastructure costs; e.g., telephone charges, telecommunications traffic, etc.
 - Use of consumables in limited amounts; e.g., paper, ink, toner, etc.
 - General wear and tear on equipment
 - Data storage on storage devices
 - Transmission impacts with moderate e-mail message sizes, such as e-mail with small attachments

- B. Minimal additional expense means that the employee's use of District office equipment is limited to those situations where the District is already providing equipment or services and the employee's use of such equipment or services will not result in any additional expense to the District, or the use will result in only normal wear and tear or the use of small amounts of electricity, ink, toner, or paper. Examples of minimal additional expenses include making a few photocopies, using a computer printer to print a few pages of material, making occasional brief personal phone calls, infrequently sending personal e-mail messages, and limited use of the Internet for personal reasons.
- C. Employees are expected to conduct themselves professionally in the workplace and to refrain from using District office equipment for activities that are inappropriate. Unless required in the performance of an individual's job duties, inappropriate personal use of District office equipment includes:
- Any personal use that could cause congestion, delay, or disruption of services to any government system or equipment. For example, greeting cards, video, sound or other large file attachments can degrade the performance of the entire network. "Push" technology on the Internet and other continuous data streams would also degrade the performance of the entire network and be an inappropriate use.
 - Using the District systems as a staging ground or platform to gain unauthorized access to other systems.
 - The creation, copying, transmission or retransmission of chain letters or other unauthorized mass mailings regardless of the subject matter.
 - Using District office equipment for activities that are illegal, inappropriate, or offensive to fellow employees or the public. Such activities include, but are not limited to, hate speech, or material that ridicules others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.
 - The creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.
 - The creation, download, viewing, storage, copying, or transmission of materials related to illegal gambling, illegal weapons, terrorist activities, and any other illegal activities or activities otherwise prohibited.
 - Use for commercial purposes or in support of "for-profit" activities or in support of other outside employment or business activity (e.g., consulting for pay, sales or administration of business transactions, sale of goods or services).

- Engaging in any outside fund-raising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity. State law makes it clear that a person improperly expending public funds for political purposes is personally liable to repay such funds. (*Stanson v. Mott* (1976) 17 Cal.3d 206.)
 - Use for posting District information to external newsgroups, bulletin boards or other public forums without authorization. This includes any use that could create the perception that the communication was made in one's official capacity as a District employee (unless appropriate approval has been obtained) or uses at odds with the District's mission or positions.
 - Any use that could generate more than minimal additional expense to the District.
 - The unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information, including computer software and data, that includes privacy information, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data, or export controlled software or data.
- D. It is the responsibility of employees to ensure that they are not giving the false impression that they are acting in an official capacity when they are using District office equipment for non-government purposes. If there is expectation that such personal use could be interpreted to represent the District, then an adequate disclaimer must be used. One acceptable disclaimer is – *“The contents of this message are mine personally and do not reflect any position of the District.”*
- E. Limited personal use is to occur only during an employee's non-work time, such as before or after scheduled work hours, lunch periods, weekends, or holidays.
- F. The types of equipment that may be used by employees for limited personal use include the following: personal computers and related peripheral equipment and software, library resources, telephones, facsimile machines, photocopiers, office supplies, Internet connectivity and access to Internet services, and e-mail.
- G. Use of District-owned cellular telephones, or other wireless telecommunication devices, shall be consistent with, and is governed by, the District's Cellular Telephone Acquisition and Use Policy.

3. SOCIAL MEDIA

- A. District Departments may utilize social media and social network sites to further enhance communications in support of District goals and objectives. Social media

facilitates further discussion of District issues, operations and services by providing members of the public the opportunity to participate in many ways using the internet.

- B. All District social media sites shall be (1) approved by a Department Manager or General Manager; (2) published using approved social networking platform and tools; and (3) administered by the designee of the Department Manager or General Manager. Designees can be any department employee or volunteer designated by the requesting Department Manager that has a complete understanding of this policy and has appropriate content and technical.
- C. All District social networking sites shall adhere to applicable state, federal and local laws, regulations and District policies.
- D. Freedom of Information Act and e-discovery laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.
- E. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
- F. The District reserves the right to restrict or remove any content that is deemed in violation of the policy or any applicable law.

4. DEPARTMENT RESPONSIBILITIES

- A. Ensure that their employees read and understand this policy, as well as the District's policies governing Internet, Network, Cellular Telephone, and E-Mail system access and use.
- B. All District employees using District technology covered by this policy, must sign this policy upon initial hire and on a reoccurring basis upon material changes to this policy, as recommended by the District Information Technology Committee and approved by the District Executive Officer. Such signature affirms their understanding, acceptance and adherence to this and the referenced policies on Internet, Network, Cellular Telephone, and E-Mail system access and use.

5. MONITORING AND RETENTION

District employees do not have a right, nor should they have an expectation, of privacy while using any District information technology at any time. The District retains the right to examine, retain, or limit the use of all electronic storage media, data files, logs, voice and data network transmissions, and programs used on District-owned computers and

other information processing technological equipment. In addition, by using this technology, employees' consent to monitoring, recording, and data retention requirements is implied with or without cause. However, the District recognizes that certain agencies have a duty of confidentiality imposed by law. For those agencies, in the event that data or data files must be accessed, confidentiality will be maintained.

Monitoring shall only be authorized by the District Executive Officer, the head of the affected department, or by a person specifically designated by the head of the affected department.

6. POLICY CHANGES AND EMPLOYEE DISCIPLINE

This Technology Use Policy is intended as a starting point and may be modified by the District to include additional restrictions. This policy is subject to conditions and limitations which may be imposed by the District Counsel whenever the District Counsel determines that any use of the District's technological tools covered by this policy is subject to applicable state or federal laws and regulations concerning electronically stored information. Any violation of this Technology Use Policy may result in disciplinary action.

I acknowledge that I have read, do understand, accept, and will adhere to the requirements of this policy.

Print Name

Date

Signature



EMPLOYEE TECHNOLOGY USE POLICY

Pleasant Valley Recreation and Park District

EMPLOYEE TECHNOLOGY USE POLICY

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1. INTRODUCTION – Terms and Definitions

In General

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of the law by an employee.

Technology Resources Defined

Technology Resources consist of all electronic devices, software and means of electronic communication, including, but not limited to, personal computers and workstations; lap-top computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic-mail; telephones; cellular phones; personal organizers; pagers; and voice mail systems.

Authorization

Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources will be given access to the necessary technology. Additionally, employees must successfully review and sign a copy of the IT Policy.

Use

The District's Technology Resources are to be used by employees only for the purpose of conducting District business. The District expects employees to use their own personal devices, not District Technology Resources, for personal communications. Employees may, however, use the District's Technology Resources for the following incidental personal uses, when needed, when an employee does not have access to his or her personal device, and when such use does not interfere with the employee's duties, is not done for financial gain, does not conflict with the District's business and does not violate any District policy:

- a) To send and receive necessary and occasional personal communications;
- b) To prepare and store incidental personal data (such as personal calendars, personal address lists and similar incidental personal data) in a reasonable manner;

- c) To use the telephone system for brief and necessary personal calls; and
- d) To access the Internet for brief personal searches and inquiries during breaks or outside of work hours, provided that employees adhere to all other usage policies.

Employees have no expectation of privacy over any data on any District-owned Technology Resource. The District assumes no liability for loss, damage, destruction, alternation, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic-mail or voice mail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

Technology Check Out

In order to track technology equipment, such as laptops, projectors, tablets, District phones, employees need to complete the Technology checkout form when checking out and returning equipment. Employees are to return all equipment to the equipment storage area designated by the Administration department. If any equipment goes missing while it is checked out or becomes inoperable, the employee must report the equipment to the Administration Department or designated IT personnel immediately.

2. Improper Use

Prohibition Against Harassing, Discriminatory and Defamatory Use

The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's Policy against "Harassment", the District does not tolerate discrimination or harassment based on pregnancy or perceived pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, genetic material, physical or mental disability, medical condition, marital status, age, sexual orientation, gender identity or expression, transgender status, veteran status or any other basis protected by federal, state or local law, ordinance or regulation. Under no circumstances may employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing or defamatory in any way (e.g., jokes, cartoons and sexually explicit or racial messages).

Prohibition Against Violating Copyright Laws

Employees must not use the District's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

Other Prohibited Uses

Employees may not use the District's Technology Resources for any illegal purpose, violation of any District policy, in a manner that creates a conflict of interest, or that interferes with or impedes the work of the District, in any way that discloses confidential or proprietary information of the District or third parties, or for personal or financial gain.

Improper Use

All messages sent and received, including personal messages, and all data and information stored on the district's electronic-mail system, voice mail system or computer systems are District property regardless of the content.

Performing acts that are wasteful of computing resources or that unfairly monopolizes resources to the exclusion of others is prohibited. These acts include, but are not limited to, sending mass mailings or chain letters, creating unnecessary network traffic, and using these resources in excess of allowable incidental use.

Use for personal, non-District related commercial purposes or in support of activities or other outside employment or business activity (e.g., consulting for pay, sales or administration of business transactions, sale of goods, or services, etc.) is prohibited. Engaging in any outside fund-raising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity is prohibited. State law makes it clear that a person improperly expending public funds for political purposes is personally liable to repay such funds. (*Stanson v. Mott* (1976) 17 Cal.3d 206.)

As such, the District reserves the right to access all of its Technology Resources, including its computers, voice mail, and electronic-mail systems, at any time, in its sole discretion.

Overtime – Prior Approval Required

No time spent in any activity on the District's Technology Resources for the benefit of the District may be done outside of the non-exempt employee scheduled work hours without the advance approval from the employee's immediate supervisor, which approval will not be unreasonably withheld. Situations may arise that call for an exception to this rule. In those situations, the employee may perform the work, but must notify his or her supervisor as soon as possible to obtain authorization to continue performing said work. In no event shall unauthorized work extend to later than the end of that day. If the employee's supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working overtime.

Privacy

Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources, including computer files, electronic-mail messages and voice mail messages. Employees should understand,

therefore, that they have no right of privacy with respect to any messages or information created or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information or for any other business purpose. Employees should bear in mind that records relating to the District's business may be subject to the Public Records Act. Even records on an employee's personal devices that relate to District business may be requested under the Public Records Act. For this reason, employees are expected to use the District's Technology Resources and not their personal technology resources for District business when possible. The District has installed remote desktop software on each District computer. This software is designed to improve technical support response times and assist IT with general maintenance and troubleshooting. As a result, employee workstations may be remotely controlled by authorized IT personnel at any time, with or without warning.

Passwords

Certain of the District's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voice mail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access co-workers' systems without express authorization from the General Manager or designee.

Data Collection

The best way to guarantee the privacy of personal information is not to store or transmit it on the District's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by the District. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

- A. ***Telephone Use and Voice Mail.*** Records are kept of all calls made from and to a given telephone extension. Although voice mail is password protected, an authorized administrator can reset the password and listen to voice mail messages. Employees must ensure their voicemails are updated on a regular basis to include updated out of office messages, their mailboxes are not full, their ringer is audible and in working order, etc.
- B. ***Electronic Mail.*** Electronic mail is backed-up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail. E-mail is not a permanent storage medium. Anything

that should be archived should be converted to a hard copy and saved on the network per the retention policy.

- C. **Facsimile Use.** Copies of all facsimile transmissions sent and received are maintained in the facsimile server.
- D. **Document Use.** Each document, including pdf, tiff and other documents, stored on District computers, photocopiers and the like, has a history, which shows which users have accessed the document for any purpose.
- E. **Internet Use.** Internet sites visited, the number of times visited, and the total time connected to each site is recorded and periodically monitored.

Deleted Information

Deleting or erasing information, documents or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages is confidential.

3. The Internet and On-Line Services

The District provides authorized employees access to on-line services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download or contribute to Internet sites that contain inappropriate content, such as gross, indecent or sexually oriented materials, gambling and information related to illegal drugs.

Additionally, employees may not use the District's Technology Resources to sign "guest books" at Web sites or to post information to any Web sites, including posting messages to Internet news groups or discussion groups. These actions will generate junk electronic mail and may expose the District to liability or unwanted attention because of comments that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts. At all times, an employee's personal postings must clearly reflect they are personal and not those of the District; employees may not represent their postings as postings of the District.

The District monitors both the amount of time spent using on-line services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether.

4. Software Use

All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the District Manager or designee. Authorization for loading software onto the District's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

5. Confidential Information

The District is very sensitive to the issue of protection of confidential and proprietary information of both the District and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via the District's Technology Resources should be marked with the following confidentiality legend or updated as needed:

"This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should avoid sending Confidential Information over the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages.

6. Software for Home Use

The District endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a District Technology Resource to another computer, employees must obtain written authorization from the District General Manager or designee.

The only authorized method for remote access to the District computing network is through the equipment and security software provided by the District. Since these remote access methods provide external connections to the District's network, it is critical to ensure that access is strictly limited to authorized users with business needs.

7. Security

The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering or disabling any of the District's security devices will be subject to discipline up to and including termination.

8. Audits

The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

9. District Property; Confidential and Proprietary Information

The security of District property is of vital importance to the District. District property includes not only tangible property, such as desks and computers, but also intangible property such as information. All employees share the responsibility to ensure that proper security is maintained at all times.

Proprietary and Confidential Information

Proprietary information includes all information relating in any manner to the business of the District and its affiliates, consultants and associates produced or obtained by District employees during the course of their work. This Policy, for example, contains proprietary information. All proprietary information that is not known generally to the public or the industry, or is known only through improper means, is confidential information. Personnel files, computer records, financial and marketing data, compensation information, process descriptions, research plans, formulas, electronic codes, computer programs and trade secrets are examples of confidential information. All employees are expected to maintain such information in confidence.

All forms, documents, office manuals, procedures, etc., are to remain the property of the District. Neither originals nor photocopies may be released from the office for any reason without the express written consent of the District General Manager or designee.

Protecting proprietary and confidential information is of vital concern to the District. This information is an important asset of the District. It enhances the District's opportunities for future growth and indirectly adds to the job security of all employees.

Employees must not use or disclose any proprietary or confidential information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required by their jobs or by law. This obligation remains even after an employee's employment relationship with the District ends.

Security

All employees must observe good security practices. Employees are expected to keep proprietary and confidential information secure from outside visitors and all other persons who do not have legitimate reasons to see or use such information. Employees are not to remove District property without authorization from the District General Manager or designee. In addition, employees are expected to comply with District policies regarding the authorized and secure use of the District's computer technology, as described in this Policy. Failure to adhere to District policies regarding proprietary and confidential information will be considered grounds for discipline up to and including dismissal.

10. POLICY CHANGES AND EMPLOYEE DISCIPLINE

This Technology Use Policy is intended as a starting point and may be modified by the District to include additional restrictions. This policy is subject to conditions and limitations which may be imposed by the District Board whenever the District Board determines that any use of the District's technological tools covered by this policy is subject to applicable state or federal laws and regulations concerning electronically stored information. Any violation of this Technology Use Policy may result in disciplinary action.

I acknowledge that I have read, do understand, accept, and will adhere to the requirements of this policy.

Print Name

Date

Signature

SECTION 1 TECHNOLOGY USE AND PRIVACY

SECTION 1.1. In General. The CityDistrict provides various Technology Resources to authorized employees to assist them in performing their job duties for the CityDistrict. Each employee has a responsibility to use the CityDistrict's Technology Resources in a manner that increases productivity, enhances the CityDistrict's public image and is respectful of other employees. Failure to follow the CityDistrict's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the CityDistrict reserves the right to advise appropriate legal authorities of any violation of law by an employee.

SECTION 1.2. Technology Resources Defined. Technology Resources consist of all electronic devices, software and means of electronic communication, including, but not limited to, personal computers and workstations; lap-top computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic-mail; telephones; cellular phones; personal organizers; pagers; and voice mail systems.

SECTION 1.3. Authorization. Access to the CityDistrict's Technology Resources is within the sole discretion of the CityDistrict. Generally, employees are given access to the CityDistrict's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the CityDistrict's Technology Resources will be given access to the necessary technology. Additionally, employees must successfully review and sign a copy of the IT Policy. ~~complete the CityDistrict approved training before being given access to the CityDistrict's Technology Resources.~~

SECTION 1.4. Use. The CityDistrict's Technology Resources are to be used by employees only for the purpose of conducting CityDistrict business. The CityDistrict expects employees to use their own personal devices, not CityDistrict Technology Resources, for personal communications. Employees may, however, use the CityDistrict's Technology Resources for the following incidental personal uses, when urgently needed, when an employee does not have access to his or her personal device, and when such use does not interfere with the employee's duties, is not done for pecuniary-financial gain, does not conflict with the CityDistrict's business and does not violate any CityDistrict policy:

- a) To send and receive necessary and occasional personal communications;
- b) To prepare and store incidental personal data (such as personal calendars, personal address lists and similar incidental personal data) in a reasonable manner;
- c) To use the telephone system for brief and necessary personal calls; and
- d) To access the Internet for brief personal searches and inquiries during breaks or outside of work hours, provided that employees adhere to all other usage policies.

Employees have no expectation of privacy over any data on any CityDistrict-owned Technology Resource. The CityDistrict assumes no liability for loss, damage, destruction, alternation, disclosure, or misuse of any personal data or communications transmitted over or stored on the CityDistrict's Technology Resources. The CityDistrict accepts no responsibility or liability for the loss or non-delivery of any personal electronic-mail or voice mail communications or any personal data stored on any CityDistrict property. The CityDistrict strongly discourages employees from storing any personal data on any of the CityDistrict's Technology Resources.

Technology check out. In order to track technology equipment, such as laptops, projectors, tablets, District phones, employees need to complete the Technology checkout form when checking out the equipment and returning the equipment. Employees are to return all equipment to the equipment storage area designated by the Administration department. If anything goes missing while out, or becomes inoperable, you must report the equipment to the Administration Department or designated IT personnel immediately.

SECTION 1.5. Improper Use.

SECTION 1.5.1. Prohibition Against Harassing, Discriminatory and Defamatory Use. The CityDistrict is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the CityDistrict's Policy against "Harassment", the CityDistrict does not tolerate discrimination or harassment based on pregnancy or perceived pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, genetic material, physical or mental disability, medical condition, marital status, age, sexual orientation, gender identity or expression, transgender status, veteran status or any other basis protected by federal, state or local law, ordinance or regulation. Under no circumstances may employees use the CityDistrict's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing or defamatory in any way (e.g., jokes, cartoons and sexually-explicit or racial messages).

SECTION 1.5.2. Prohibition Against Violating Copyright Laws. Employees must not use the CityDistrict's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

SECTION 1.5.3. Other Prohibited Uses. Employees may not use the CityDistrict's Technology Resources for any illegal purpose, violation of any CityDistrict policy, in a manner that creates a conflict of interest, or that interferes with or impedes the work of the CityDistrict, in any way that discloses confidential or proprietary information of the CityDistrict or third parties, or for personal or ~~pecuniary~~-financial gain.

SECTION 1.6. Improper Use. All messages sent and received, including personal messages, and all data and information stored on the CityDistrict's electronic-mail system, voice mail system or computer systems are CityDistrict property regardless of the content.

Performing acts that are wasteful of computing resources or that unfairly monopolizes resources to the exclusion of others is prohibited. These acts include, but are not limited to sending mass

mailings or chain letter, created unnecessary network traffic, and using these resources in excess of allowable incidental use.

Use of commercial purposes or in support of activities or other outside employment or business activity that creates profit not related to District business (e.g., consulting for pay, sales or administration of business transactions, sale of goods, or services, etc.) is prohibited. Engaging in any outside fund-raising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity is prohibited. State law makes it clear that a person improperly expending public funds for political purposes is personally liable to repay such funds. (Stanson v. Mott (1976) 17 Cal.3d206)

As such, the CityDistrict reserves the right to access all of its Technology Resources, including its computers, voice mail, and electronic-mail systems, at any time, in its sole discretion.

SECTION 1.6.1. Privacy. Although the CityDistrict does not wish to examine personal information of its employees, on occasion, the CityDistrict may need to access its Technology Resources, including computer files, electronic-mail messages and voice mail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the CityDistrict's Technology Resources, including personal information or messages. The CityDistrict may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The CityDistrict may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information or for any other business purpose. Employees should bear in mind that records relating to the CityDistrict's business may be subject to the Public Records Act. Even records on an employee's personal devices that relate to CityDistrict business may be requested under the Public Records Act. For this reason, employees are expected to use the CityDistrict's Technology Resources and not their personal technology resources for CityDistrict business when possible. The District has installed remote desktop software on each District computer. This software is designed to improve technical support response times and assist IT with general maintenance and troubleshooting. As a result, employee workstations may be remotely controlled by authorized IT personnel at any time without warning.

SECTION 1.6.2. Passwords. Certain of the CityDistrict's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the CityDistrict. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voice mail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access co-workers' systems without express authorization from the General Manager or designee.

SECTION 1.6.3. Data Collection. The best way to guarantee the privacy of personal information is not to store or transmit it on the CityDistrict's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by the CityDistrict. The CityDistrict may,

however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

(a) Telephone Use and Voice Mail. Records are kept of all calls made from and to a given telephone extension. Although voice mail is password protected, an authorized administrator can reset the password and listen to voice mail messages. Employees must ensure their voicemails are updated on a regular basis to include updated messages, ensure mailbox aren't full, able to hear the ringer and in working order

~~(a)(b)~~ .

(b)(c) Electronic Mail. Electronic mail is backed-up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail. E-mail is not a permanent storage medium. Anything that you should be wish to archived should be converted to a hard copy and saved on the network per the retention policy.

(e)(d) Facsimile Use. Copies of all facsimile transmissions sent and received are maintained in the facsimile server.

(d)(e) Document Use. Each document, including pdf, tiff and other documents, stored on CityDistrict computers, photocopiers and the like, has a history, which shows which users have accessed the document for any purpose.

(e)(f) Internet Use. Internet sites visited, the number of times ~~visited~~visited, and the total time connected to each site is recorded and periodically monitored.

SECTION 1.6.4. Deleted Information. Deleting or erasing information, documents or messages maintained on the CityDistrict's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the CityDistrict's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the CityDistrict periodically backs up all files and messages and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages is confidential.

SECTION 1.7. The Internet and On-Line Services. The CityDistrict provides authorized employees access to on-line services such as the Internet. The CityDistrict expects that employees will use these services in a responsible way and for business related purposes only. Under no circumstances are employees permitted to use the CityDistrict's Technology Resources to access, download or contribute to Internet sites that contain inappropriate content, such as gross, indecent or sexually oriented materials, gambling and information related to illegal drugs.

Additionally, employees may not use the CityDistrict's Technology Resources to sign "guest books" at Web sites or to post information to any Web sites, including posting messages to Internet news groups or discussion groups. These actions will generate junk electronic mail and may expose the CityDistrict to liability or unwanted attention because of comments that employees

may make. The CityDistrict strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts. At all times, an employee's personal postings must clearly reflect they are personal and not those of the CityDistrict; employees may not represent their postings as postings of the CityDistrict.

The CityDistrict monitors both the amount of time spent using on-line services and the sites visited by individual employees. The CityDistrict reserves the right to limit such access by any means available to it, including revoking access altogether.

SECTION 1.8. Software Use. All software in use on the CityDistrict's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the CityDistrict's computers, by any means of transmission, unless authorized in writing in advance by the CityDistrict Manager or designee. Authorization for loading software onto the CityDistrict's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

SECTION 1.9. Confidential Information. The CityDistrict is very sensitive to the issue of protection of confidential and proprietary information of both the CityDistrict and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the CityDistrict's Technology Resources.

Confidential Information should not be accessed through the CityDistrict's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via the CityDistrict's Technology Resources should be marked with the following confidentiality legend or updated as needed:

"This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should avoid sending Confidential Information over the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages.

SECTION 1.10. Software for Home Use. The CityDistrict endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a CityDistrict Technology Resource to another computer, employees must obtain written authorization from the CityDistrict General Manager or designee.

The only authorized method for remote access to the District computing network is through the equipment and security software provided by the District. Since these remote access methods provide external connections to the District's network, it is critical to ensure that access is strictly limited to authorized users with business needs.

SECTION 1.11. Security. The CityDistrict has installed a variety of programs and devices to ensure the safety and security of the CityDistrict's Technology Resources. Any employee found tampering or disabling any of the CityDistrict's security devices will be subject to discipline up to and including termination.

SECTION 1.12. Audits. The CityDistrict may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the CityDistrict's Technology Resources may be conducted without warning at any time.

SECTION 1.13. CityDistrict Property; Confidential and Proprietary Information. The security of CityDistrict property is of vital importance to the CityDistrict. CityDistrict property includes not only tangible property, such as desks and computers, but also intangible property such as information. All employees share responsibility to ensure that proper security is maintained at all times.

SECTION 1.13.1. Proprietary and Confidential Information. Proprietary information includes all information relating in any manner to the business of the CityDistrict and its affiliates, consultants and associates produced or obtained by CityDistrict employees during the course of their work. This HandbookPolicy, for example, contains proprietary information. All proprietary information that is not known generally to the public or the industry, or is known only through improper means, is confidential information. Personnel files, computer records, financial and marketing data, compensation information, process descriptions, research plans, formulas, electronic codes, computer programs and trade secrets are examples of confidential information. All employees are expected to maintain such information in confidence.

All forms, documents, office manuals, procedures, etc., are to remain the property of the CityDistrict. Neither originals nor photocopies may be released from the office for any reason without the express written consent of the CityDistrict General Manager or designee.

Protecting proprietary and confidential information is of vital concern to the CityDistrict. This information is an important asset of the CityDistrict. It enhances the CityDistrict's opportunities for future growth and indirectly adds to the job security of all employees.

Employees must not use or disclose any proprietary or confidential information that they produce or obtain during employment with the CityDistrict, except to the extent such use or disclosure is required by their jobs or by law. This obligation remains even after an employee's employment relationship with the CityDistrict ends.

SECTION 1.13.2. Security. All employees must observe good security practice's. Employees are expected to keep proprietary and confidential information secure from outside visitors and all other persons who do not have legitimate reasons to see or use such information. Employees are not to remove CityDistrict property without authorization from the CityDistrict General Manager or designee. In addition, employees are expected to comply with

~~CityDistrict~~ policies regarding the authorized and secure use of the ~~CityDistrict's~~ computer technology, as described in this ~~ChapterPolicy~~. Failure to adhere to ~~CityDistrict~~ policies regarding proprietary and confidential information will be considered grounds for discipline up to and including dismissal.

~~**SECTION 1.13.3. Overtime – Prior Approval Required.** The Fair Labor Standards Act (FLSA) requires that the District pay each employee who is entitleentitled to receive FLSA overtime for all hours worked. This provision does not apply to employees who are exempt from~~

~~**SECTION 1.13.2.SECTION 1.13.4.** LSA overtime because of the executive, administrative, or professional nature of their job duties.~~

~~No time spent in any activity on the District's Technology Resources for the benefit of the District may be done outside of the non-exempt employee scheduled work hours without the advance approval from the employee's immediate supervisor, which approval will not be unreasonably withheld. Situations may arise that call for an exception to this rule. In those situations, the employee may perform the work, but must notify his or her supervisor as soon as possible to obtain authorization to continue performing said work. In no event shall unauthorized work extend to later than the end of that day. If the employee's supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working overtime.~~

~~All time spent outside of the employee's scheduled hours on the Districts Technology Resources for the benefit of the District must be reported on official District forms so that the District can pay for that work. Employees cannot chosechoose to work without receiving compensation. All legitimate, approved overtime will be compensated.~~

~~Employees are required to record all work time on official CityDistrict records and to work overtime with approval. Failure to follow the District overtime approval procedures in relation to the Technology Resources policy will result in employee being paid for all legitimate work time, but employee may be subject to disciplinary action, up to and including termination, for violating the overtime approval procedures delineated above and in other District policies.~~

POLICY CHANGES AND EMPLOYEE DISCIPLINE

~~This Technology Use Policy is intended as a starting point and may be modified by the District to include additional restrictions. This policy is subject to conditions and limitations which may be imposed by the District Counsel-Board whenever the District CounselBoard determines that any use of the District's technological tools covered by this policy is subject to applicable state or federal laws and regulations concerning electronically stored information. Any violation of this Technology Use Policy may result in disciplinary action.~~

I acknowledge that I have read, do understand, accept, and will adhere to the requirements of this policy.

Print Name

Date

Signature

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager

DATE: May 3, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF AN
EASEMENT AND MAINTENANCE AGREEMENT
BETWEEN CAL HEARTHSTONE LOT OPTION POOL
03, L.P. AND PLEASANT VALLEY RECREATION AND
PARK DISTRICT**

SUMMARY

Located within the Springville Development in Camarillo, the Pleasant Recreation and Park District is acquiring a five (5) acre park on the north/west side of the 101 freeway as a part of the planned Ran Rancho Courtyard Homes residential subdivision by Lennar Homes. Lennar is constructing the park in lieu of paying Quimby fees and as part of the continuing development of the community and park, is seeking an Easement and Maintenance Agreement for access to and/or over private street parking areas and a park berm area directly connected to the park.

BACKGROUND

In January 2008, the City of Camarillo approved the Springville Specific Plan, which included 1,350 new housing units, 150,000 sq ft of commercial spaces, and two new parks totaling 10 acres on both sides of the proposed Springville Overcrossing. One of those parks is the current five-acre Mel Vincent Park (668 Calistoga Road). The remaining five acres were included in the Ran Rancho Courtyard Homes Development, or RPD-195 and includes the home of the historic Scholle Farmhouse.

In order to provide the residents of this proposed subdivision with adequate open space, the City of Camarillo required through their Park Land Dedication Ordinance (Chapter 18.30, Sections .010 through .120) that the developer provide five acres of park land or pay the District a fee calculated in excess of two million dollars. The developer chose to provide the park space and presented the Park District with a placement against the eucalyptus windrow at the far end of the development. It is unknown whether at that time, the District was consulted on the park placement, however, the Developer received approval from the City for the plan, which would have required some form of District approval.

During the November 2018 City Council meeting, after consulting with the District General Manager, a Developer representative announced that they would like to apply for a change to their development plan. This primarily included moving the park location to the entrance of the development and the representative announced that the District was in support of the decision as was the Developer. Since the original plan called for a park in a different location, the Developer approached the District requesting and ultimately received approval to move the park to the new location at the Springville Drive interchange.

Starting in 2019, Staff, Board members, and developer representative Dennis Hardgrave began to meet to design the new park. At the time, the subdivision was proposed as Ran Rancho Courtyard Homes, thus the title of Ran Rancho has been used since for reference of the park. The agreed upon design of the park is scheduled to consist of four (4) pickleball courts, two (2) basketball courts, two (2) shaded picnic areas, a themed playground, a restroom, a dog park with synthetic turf, and approximately two (2) open acres of turf.

The design, created by MJS Architecture in Westlake Village, was presented to the Board of Directors on April 1, 2020, and was unanimously approved.

ANALYSIS

Since the approval of the schematic plan in 2020, the overall 43.3-acre development has been purchased by Lennar Homes and will officially become known as “Cortona” instead of Ran Rancho Courtyard Homes. Lennar has stated, “the community will be managed and governed by the Cortona Homeowners Association, a California nonprofit mutual benefit corporation (“Association”).” The Association is charged with maintaining the private streets within the Cortona community once all development and improvements have been completed.

The new park site is located on Lot 9 of the development. The District will be responsible for maintaining and making improvements to the park site once completed, however; the Association will be responsible for maintaining a portion of the park site containing a berm and a parkway area. The parking lot for the park will be on or along one of the private streets, Tweedy Rouse Drive. This street also provides access to and from the park. Since this is a private street, Lennar Homes has prepared an Easement and Maintenance Agreement to allow access to the new park at both the Park Berm Area and Tweedy Rouse Drive.

Per the agreement, the parties desire to provide for:

1. An access easement over the Private Street Access Area
2. An easement to use the Private Street Parking Area
3. Maintenance and operation of the Private Street Access Area
4. An easement to access and maintain the Park Berm Area
5. Maintenance of the Park Berm Area

Eventually, the Parties will need to determine if formal parking restrictions or signage is needed for the stalls facing the park. Items that may need to be considered would be overnight and long-term parking by both residents and non-residents.

FISCAL IMPACT

There is no impact on the budget. This is an informational item.

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into an Easement and Maintenance Agreement with Cal Hearthstone Lot Option Pool 03, L.P. for Ran Rancho Park.

ATTACHMENTS

- 1) Easement and Maintenance Agreement (13 pages)
- 2) 2020.03.19 Springville West Park Conceptual Plan (1 page)

RECORDING REQUESTED BY:

Lennar Title

AND WHEN RECORDED MAIL TO:

Lennar Homes of California, LLC
2000 FivePoint, Suite 365
Irvine, CA 92618
Attn: Indu Terrell

THIS SPACE ABOVE FOR RECORDER'S USE

EASEMENT AND MAINTENANCE AGREEMENT

EASEMENT AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into by and between CAL HEARTHSTONE LOT OPTION POOL 03, L.P., a Delaware limited partnership ("**Owner**") and PLEASANT VALLEY RECREATION AND PARK DISTRICT ("**Park District**"), with reference to the facts set forth below.

RECITALS

All initially capitalized terms used but not defined in the elsewhere in this Agreement shall have the meanings set forth in **Article 1**.

A. Lennar Homes of California, LLC, a California limited liability company ("**Lennar**") is developing the residential community situated in the City of Camarillo, County of Ventura, State of California known as "Cortona" ("**Community**"). The Community will be managed and governed by the Cortona Homeowners Association, a California nonprofit mutual benefit corporation ("**Association**").

B. Lennar and/or Owner caused or will cause the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Cortona ("**Cortona Declaration**") to be recorded in the official public records of the County Recorder of Ventura County, which includes provisions regarding the management and governance of the Community, including the maintenance obligations of the Association. The Cortona Declaration includes provisions requiring the Association to maintain the private streets located within the Community ("**Private Streets**") and obtain insurance for the Private Streets. As of the date of this Agreement, Owner owns the real property on which the Private Streets are to be located, but upon the completion of the improvements that are to be made to the Private Streets, and in accordance with the anticipated development of the Community, the Private Streets will be conveyed to the Association.

C. A public park will be located on Lot 9 of Tract No. 5671-2, as further described on **Exhibit "C"** attached hereto ("**Park**"). As of the date of this Agreement, Park District owns the real property on which the Park is to be located, and upon the completion of the improvements that are to be made to the Park, the Park District will maintain the Park and the improvements thereon, provided however, that the Association will maintain that portion of the Park consisting of a berm and parkway area ("**Park Berm Area**"), as described on **Exhibit "D-1"** and depicted on **Exhibit "D-2"** attached hereto.

D. A portion of the Private Streets, as described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto ("**Private Street Access Area**") provides access to and from the public street and the Park and contains certain parking spaces ("**Private Street Parking Area**"), as depicted in **Exhibit "B"** attached hereto.

E. The parties desire to provide for (i) an access easement over the Private Street Access Area, subject to the terms and restrictions set forth herein, (ii) an easement to use the Private Street Parking Area, subject to the terms and restrictions set forth herein, (iii) maintenance and operation of the Private Street Access Area, (iv) an easement to access and maintain the Park Berm Area, and (v) maintenance of the Park Berm Area.

NOW, THEREFORE, the Parties hereby declare that the Park and the Private Street Access Area shall be held, sold, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to the following easements, covenants, restrictions, liens, and charges, which shall run with the Park and the Private Street Access Area and shall be binding on any and all owners and successive owners thereof.

ARTICLE 1 DEFINITIONS

1.1 “**Association**” means the Cortona Homeowners Association, a California nonprofit mutual benefit corporation, and any successor entity, which shall be or has been formed to manage and govern the Community.

1.2 “**Commencement Date**” means the date upon which each of the following conditions have been satisfied: (i) the improvements to the Park are substantially completed, (ii) the Park has been conveyed to the Park District, and (iii) the improvements over the Private Street Access Area are completed allowing for pedestrian and vehicular use.

1.3 “**Community**” means that certain residential community situated in the City of Camarillo, County of Ventura, State of California known as “Cortona” that is being developed by Lennar.

1.4 “**Cortona Declaration**” means the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Cortona which has been or will be recorded in the official public records of the County Recorder of Ventura County, and any amendments or supplements thereto.

1.5 “**Owner**” means Cal Hearthstone Lot Option Pool 03, L.P., a Delaware limited partnership, or any successor owner of the Private Street Access Area.

1.6 “**Park**” means the public park that is anticipated to be located on Lot 9 of Tract No. 5671-2, in the City of Camarillo, County of Ventura, State of California, as further described on **Exhibit “C”** attached hereto.

1.7 “**Park Berm Area**” means that portion of the Park as depicted in **Exhibit “D”** attached hereto.

1.8 “**Park District**” means the Pleasant Valley Recreation and Park District, or its successor in interest.

1.9 “**Party**” or “**Parties**” means individually or collectively, as the context requires, Owner and Park District, and their respective successors and assigns.

1.10 “**Person**” means a natural person or any legal entity recognized under California law. When the word “person” is not capitalized, the word refers only to natural persons.

1.11 “**Private Street Access Area**” means the real property described in **Exhibit “A”** and depicted in **Exhibit “B”** attached hereto. Upon completion of the Private Street Access Area, the location of the Private Street Access Area shall be the actual as-built location of the Private Street Access Area.

1.12 “**Private Street Access Area Owner**” means the fee title owner of the Private Street Access Area, which shall initially be Owner, until such time as the Owner, or the successor of Owner, conveys the Private Street Access Area to the Association, at which time the Association shall be the Private Street Access Area Owner.

1.13 **“Private Street Parking Area”** means that portion of the Private Street Access Area as depicted in **Exhibit “B”** attached hereto.

1.14 **“Property”** means collectively, the Park and the Private Street Access Area.

ARTICLE 2 EASEMENTS

2.1 Easements to Park District.

2.1.1 Private Street Access Area. Owner hereby grants to the Park District, effective as of the Commencement Date, a nonexclusive perpetual easement on, over, under, through and across the Private Street Access Area for vehicular and pedestrian ingress, egress and access for the benefit of the Park District and members of the public, subject to the limitations set forth herein (**“Access Easement”**). The Access Easement herein granted shall be appurtenant to the Park. The Access Easement may solely be used (i) at any time by the Park District to gain access to the Park, and (ii) by members of the public only during such time as the Park is open for public use, in each case, subject to any closure or limitation as may be reasonably necessary for the Private Street Access Area Owner to conduct any maintenance or repair of the Private Street Access Area.

2.1.2 Private Street Parking Area. Owner hereby grants to the Park District, effective as of the Commencement Date, a nonexclusive perpetual easement on, over, under, through and across the Private Street Parking Area for vehicular parking purposes for the benefit of the Park District and members of the public, subject to the limitations set forth herein (**“Parking Easement”**). The Parking Easement herein granted shall be appurtenant to the Park. The Parking Easement may be used only for the parking of a vehicle in connection with the use of the Park or in connection with the performance by the Park District of any maintenance activity upon the Park (i) at any time by the Park District, provided that the Park District shall not park any vehicle overnight in the Private Street Parking Area, and (ii) by members of the public only during such time as the Park is open for public use, in each case, subject to any closure or limitation as may be reasonably necessary for the Private Street Access Area Owner to conduct any maintenance or repair of the Private Street Parking Area. The Private Street Access Area Owner shall have the right, in accordance with all applicable laws, including California Vehicle Code Section 22658, to tow any vehicle violating the restrictions set forth in this **Section 2.1**.

2.2 Easements to Private Street Access Area Owner.

2.2.1 Park Berm Area. Park District hereby grants to the Private Street Access Area Owner, effective as of the date of this Agreement, a nonexclusive perpetual easement on, over, under, through and across the Park Berm Area for access, construction, installation, repair and maintenance of improvements (**“Park Berm Easement”**). The Park Berm Easement herein granted shall be appurtenant to the Private Streets.

ARTICLE 3 MAINTENANCE AND INSURANCE OBLIGATIONS

3.1 Maintenance Obligations and Insurance Obligations of the Private Street Access Area Owner. Commencing upon the Commencement Date, the Private Street Access Area Owner shall (i) maintain, repair and replace the Private Street Access Area, in a good condition of maintenance and repair, and (ii) obtain and maintain all insurance, including, without limitation, property insurance and liability insurance, required for the Private Street Access Area, as required under the Cortona Declaration. In addition, commencing upon the date of this Agreement, the Private Street Access Area Owner shall maintain the Park Berm Area in a good condition of maintenance and repair.

3.2 Failure to Maintain. In the event that the Private Street Access Area Owner fails to perform its maintenance obligations under **Section 3.1**, the Park District may notify the Private Street Access Area Owner of such failure to perform, which notice shall specifically set forth the maintenance that was not so performed. Within ten (10) days following such notice, the Private Street Access Area

Owner and the Park District shall meet and confer in good faith to establish reasonable maintenance standards for the Private Street Access Area Owner to implement. If the Private Street Access Area Owner fails to perform its maintenance obligations under **Section 3.1** in accordance with the maintenance standards established at the conference within thirty (30) days following the date of the conference (or, if such failure cannot be cured within such period, the Private Street Access Area Owner fails to commence to cure within such thirty (30) day period or thereafter fails diligently to proceed to complete the cure), or if the Private Street Access Area Owner fails to meet and confer in good faith with the Park District, the Park District shall have the right, but not the obligation, to cure the Private Street Access Area Owner's default of its maintenance obligations hereunder by delivering written notice to the Private Street Access Area Owner at least fifteen (15) days prior to exercising its right to cure the default. Notwithstanding the foregoing, in the event of an emergency that threatens imminent harm to persons or property, only such notice as is reasonable under the circumstances shall be required. After the Park District fulfills the maintenance obligations of the Private Street Access Area Owner as provided above, the Park District shall deliver to the Private Street Access Area Owner an invoice for the costs and expenses actually and reasonably incurred by the Park District in performing such maintenance ("**Maintenance Expenses**"). The Private Street Access Area Owner shall reimburse the Park District for the Maintenance Expenses within thirty (30) days after receipt of such invoice.

3.3 Maintenance of Private Street Access Area Improvements. Except in the event of an emergency, the Private Street Access Area Owner shall notify the Park District at least fifteen (15) days in advance of the commencement of any work of installation or repair of the Private Street Access Area and shall cooperate with the Park District in establishing a reasonable construction schedule and time period within which such work is to be completed. Any such work shall be completed in accordance with all applicable requirements of the City of Camarillo and any other governmental agency with jurisdiction, and the Private Street Access Area Owner shall take reasonable steps to ensure that the work is performed in a manner that minimizes the inconvenience to the Park District and their permittees. Notwithstanding anything to the contrary in this Agreement, the Private Street Access Area Owner hereby reserves the right for itself and its successors and assigns to restrict access to certain areas of the Private Street Access Area as may be necessary to carry out construction and development activities for the Community or to perform its maintenance obligations under this Agreement or any warranty or other agreements entered into by the Private Street Access Area Owner with third parties or other governmental authorities.

ARTICLE 4 INSURANCE

4.1 Liability Insurance. The Private Street Access Area Owner shall obtain and maintain commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for the Private Street Access Area. Such insurance shall cover all claims for death, personal injury and property damage relating to the use or maintenance of the Private Street Access Area.

4.2 Property Insurance. The Private Street Access Area Owner shall keep the Private Street Access Area insured against loss by fire and damage covered by a "standard all risk of loss or perils" insurance policy under an extended coverage casualty policy in the amount of the replacement value thereof. Subject to the rights of mortgagees, the proceeds from such property insurance shall be payable to the Private Street Access Area Owner or an insurance trustee ("**Trustee**") to be held and expended for any insured repair and replacement of the Private Street Access Area under this Agreement. The Trustee shall be a commercial bank or other financial institution with trust powers in the County in which the Private Street Access Area is located that agrees in writing to accept such trust.

ARTICLE 5 DAMAGE OR DESTRUCTION

5.1 Damage or Destruction. In the event the Private Street Access Area is destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed by the Private Street Access Area Owner. The Private Street Access Area Owner shall keep the Park District reasonably informed as to the schedule of restoration or repair, which shall not be unreasonably delayed. Notwithstanding the foregoing, if either the Private Street Access Area Owner or the Park District (or their

permitted users) causes the damage to the Private Street Access Area, such party shall be solely responsible for any restoration or reconstruction costs.

ARTICLE 6 MISCELLANEOUS

6.1 Commencement Date; Obligations of Association. The rights and obligations under this Agreement with respect to the Private Street Access Area and Private Street Parking Area shall become effective as of the Commencement Date, and the rights and obligations with respect to the Park Berm Area shall be effective as of the date of this Agreement. Notwithstanding anything herein to the contrary, upon the conveyance of the Private Street Access Area to the Association, all obligations of the Private Street Access Area Owner hereunder shall be automatically assigned to and assumed by the Association and the Park District shall look solely to the Association for the performance of any duties of the Private Street Access Area Owner under this Agreement that arise after the date of the conveyance of the Private Street Access Area to the Association.

6.2 Amendments. This Agreement may be amended with the consent of the Private Street Access Area Owner and the Park District, provided that if the Private Street Access Area has been conveyed to the Association, the consent of the Private Street Access Area Owner shall require the consent of a majority of the Board of Directors of the Association.

6.3 Enforcement. Violation or breach of any covenant, agreement or provision contained herein shall give to the Private Street Access Area Owner and the Park District in whose favor such covenant, agreement or provision was made, the right to prosecute a proceeding at law or in equity against the Person or Persons who violated or are attempting to violate any such covenant, agreement or provision, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

6.4 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision and covenant shall be valid and enforceable to the fullest extent permitted by any law, regulation, rule, order or ordinance of any governmental agencies having jurisdiction over the Property and/or affecting the exercise of the rights and the performance of the obligations under this Agreement now in effect or as hereafter promulgated.

6.5 Attorneys' Fees. Should the Private Street Access Area Owner or the Park District commence litigation, arbitration, or any other dispute resolution proceeding for the interpretation, enforcement, specific performance, or for the breach of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees; consultant and expert fees, costs, charges, and expenses; and other litigation costs, charges, and expenses expended or incurred therein.

6.6 No Waiver. The waiver or failure to enforce any breach or violation of any covenant herein contained shall not be deemed to be a waiver or abandonment of such covenant, or any waiver of the right to enforce any subsequent breach or violation of such covenant.

6.7 Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the other party, at the address on file for such party with the California Secretary of State, or with respect to the Park District, at the public offices of the Park District, upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) by email transmission to an email address provided by one party to the other party, (v) two (2) business days after being deposited in the United States mail, postage prepaid.

6.8 Mortgagee Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Private Street

Access Area; provided that, after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement.

6.9 Civil Code Section 1468. The provisions of this Agreement shall run with the Private Street Access Area and the Park, and shall both benefit and bind the owners and each successive owner of the Private Street Access Area and the Park during their respective periods of ownership. This Agreement is made with the intent of satisfying the requirements of California Civil Code Section 1468.

6.10 Governing Law. This Agreement is being executed and delivered, is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement shall be deemed made and entered into in Ventura County.

IN WITNESS WHEREOF, this Agreement has been made and executed as of _____, 2023.

OWNER:

CAL HEARTHSTONE LOT OPTION POOL 03, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC
a Delaware limited liability company,
its General Partner

By: Cal Hearthstone Public Builder Lot Option, LLC
a Delaware limited liability company,
its Sole Member

By: Hearthstone Professionals – CS, L.P.
a Delaware limited partnership,
its Member Manager

By: _____
Name: _____
Title: _____

PARK DISTRICT:

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
(Easement)

That portion of Tweedy Rouce Drive (private), Tract 5671-2, in the City of Camarillo, County of Ventura, State of California, shown on the map recorded in Book ____, at Page ____ of Miscellaneous Records (Maps) recorded in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of said Tweedy Rouce Drive (private) distant "S 08°07'55" W 70.44' " from the intersection of said centerline of Tweedy Rouce Drive (private) with the centerline of Ponderosa Drive as shown on said final tract map, said point being the **POINT OF BEGINNING**; thence at right angles,

- 1st South 81°52'05" East, a distance of 30.00 feet to the easterly line of said Tweedy Rouce Drive (private); thence along said easterly line the following seven courses,
- 2nd South 08°07'55" West, a distance of 114.56 feet; thence,
- 3rd South 81°52'05" East, a distance of 15.00 feet; thence,
- 4th South 08°07'55" West, a distance of 64.00 feet; thence,
- 5th North 81°52'05" West, a distance of 15.00 feet; thence,
- 6th South 08°07'55" West, a distance of 40.28 feet; thence,
- 7th South 81°52'05" East, a distance of 15.00 feet; thence,
- 8th South 08°07'55" West, a distance of 209.15 feet; thence at right angles,
- 9th North 81°52'05" West, a distance of 75.00 feet to the westerly line of said Tweedy Rouce Drive (private); thence along said westerly line,
- 10th North 08°07'55" East, a distance of 425.72 feet; thence at right angles,
- 11th South 81°52'05" East, a distance of 30.00 feet to the centerline of said Tweedy Rouce Drive (private); thence along said centerline,
- 12th North 08°07'55" East, a distance of 2.27 feet to the **POINT OF BEGINNING**.

Contains: 29,708 Square Feet or 0.68 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit "B".



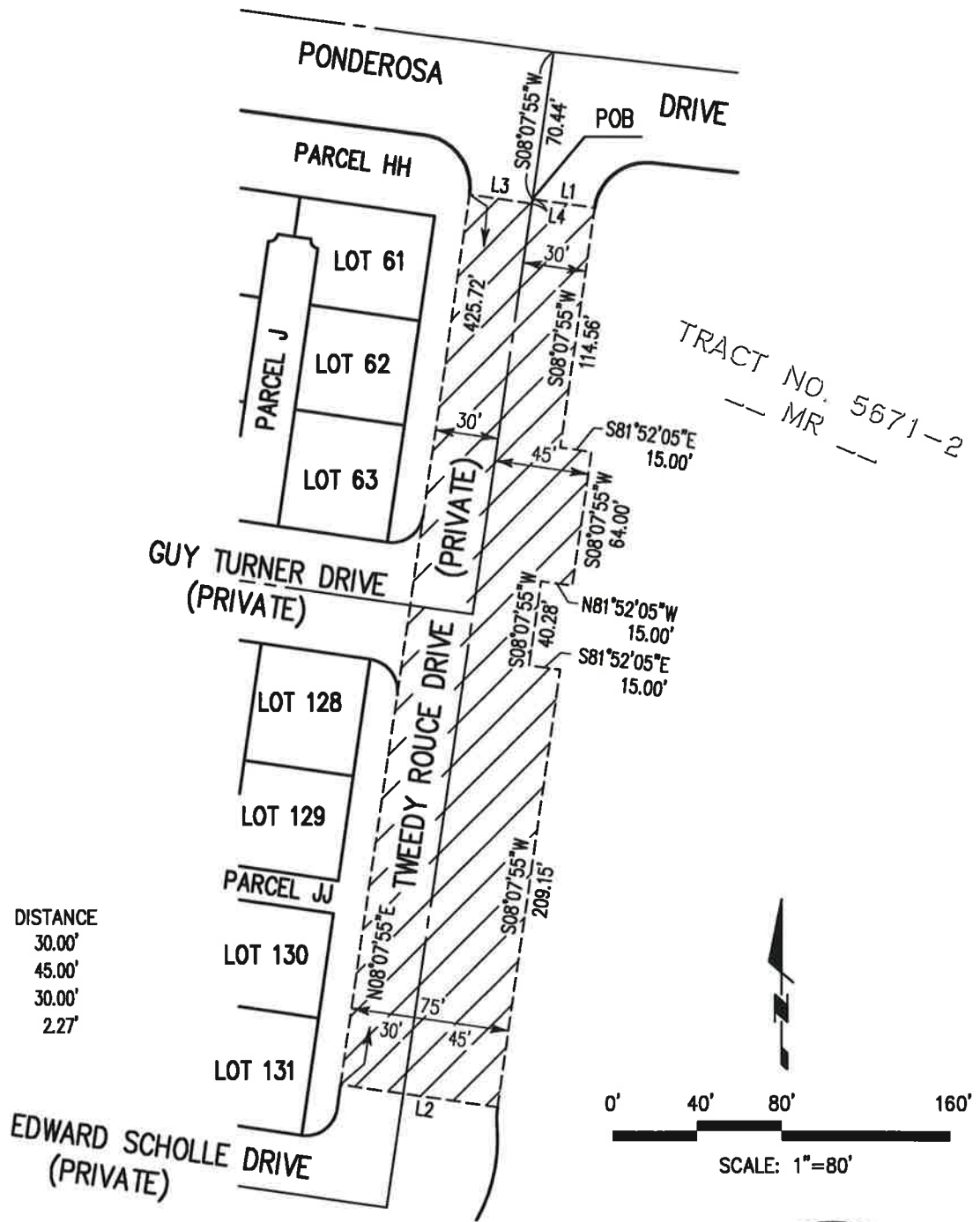
Maren Cartellieri
PLS 8606

05-26-2022
Date



EXHIBIT "B"

(EASEMENTS)



LINE DATA

NO	BEARING	DISTANCE
L1	S81°52'05"E	30.00'
L2	N81°52'05"W	45.00'
L3	S81°52'05"E	30.00'
L4	N08°07'55"E	2.27'

LEGEND

- MR MISCELLANEOUS RECORDS
- POB POINT OF BEGINNING

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

MAREN CARTELLIERI
PLS 8606

DATE

Maren S. 05-26-2022



EXHIBIT "C"

PARK LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

Lot 9 of Tract No. 5671-2, in the City of Camarillo, County of Ventura, State of California, as shown on that certain Map filed in Book ____, Pages ____ through ____ of Maps in the Office of the County Recorder of said county.

EXHIBIT "D-1"
(Park Berm Area)

That portion of Lot 9, Tract 5671-2, in the City of Camarillo, County of Ventura, State of California, shown on the map recorded in Book _____, at Page ____ of Miscellaneous Records (Maps) recorded in the office of the County Recorder of said County, described as follows:

Beginning at a point being the northerly terminus of a segment of the westerly line of said Lot 9 recited as "S03°47'21"E 84.93' ", said point being the **POINT OF BEGINNING**; thence along said westerly line,

- 1st South 03°47'21" East, a distance of 56.93 feet to the northerly line of the proposed Pedestrian, Bike Path and Access Easement as shown on said map; thence along said northerly line,
- 2nd North 67°12'14" East, a distance of 39.76 feet; thence,
- 3rd North 23°52'08" West, a distance of 52.74 feet to a point on the southerly line of Edward Scholle Drive (private) as shown on said map, being also the beginning of a non-tangent curve concave northerly having a radius of 78.00 feet, a radial line from the center point to said curve bears South 27°09'18" East; thence along said southerly line and said curve,
- 4th Southwesterly through a central angle of 14°55'24", an arc distance of 20.32 feet to the **Point of Beginning**.

Contains: 1594 Square Feet or 0.04 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit "D-2".

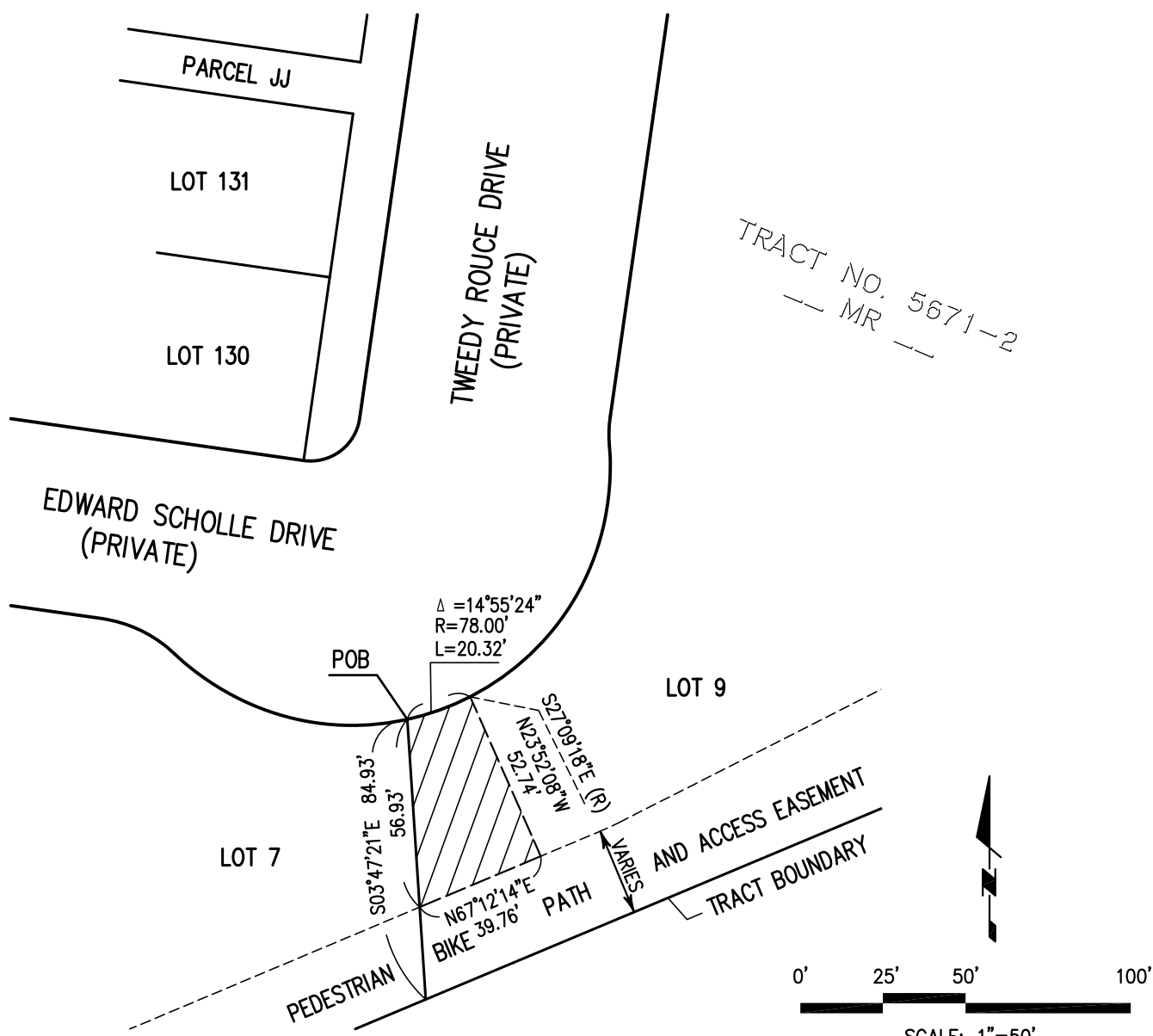


Maren Cartellieri
PLS 8606

Date

EXHIBIT "D-2"

(PARK BERM AREA)



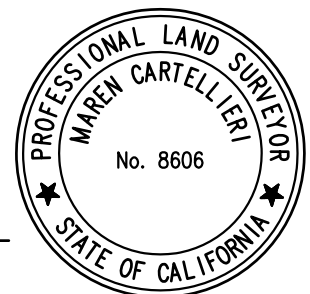
LEGEND

- MR MISCELLANEOUS RECORDS
- POB POINT OF BEGINNING
- (R) RADIAL

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "D-1"

MAREN CARTELLIERI
PLS 8606

DATE



CONTEXTUAL IMAGERY



THEMED PLAY FOR MULTIPLE AGE GROUPS



TURF DOG PARK WITH TREES



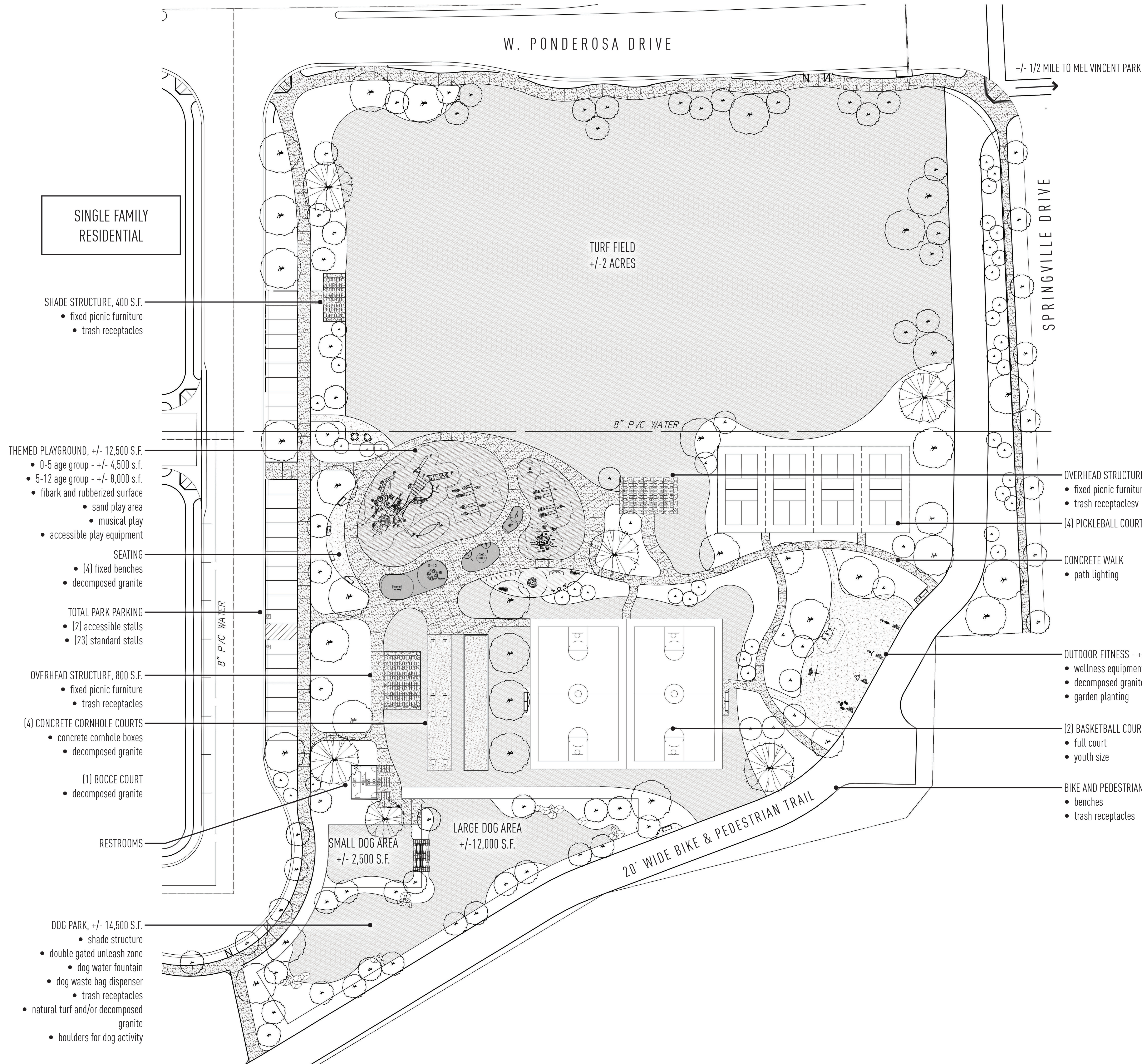
OUTDOOR FITNESS AREA



CONCRETE CORNHOLE



TURF FIELD



SINGLE FAMILY RESIDENTIAL

- SHADE STRUCTURE, 400 S.F.
- fixed picnic furniture
 - trash receptacles

- THEMED PLAYGROUND, +/- 12,500 S.F.
- 0-5 age group - +/- 4,500 s.f.
 - 5-12 age group - +/- 8,000 s.f.
 - fibark and rubberized surface
 - sand play area
 - musical play
 - accessible play equipment

- SEATING
- (4) fixed benches
 - decomposed granite

- TOTAL PARK PARKING
- (2) accessible stalls
 - (23) standard stalls

- OVERHEAD STRUCTURE, 800 S.F.
- fixed picnic furniture
 - trash receptacles

- (4) CONCRETE CORNHOLE COURTS
- concrete cornhole boxes
 - decomposed granite

- (1) BOCCIE COURT
- decomposed granite

RESTROOMS

- DOG PARK, +/- 14,500 S.F.
- shade structure
 - double gated unleash zone
 - dog water fountain
 - dog waste bag dispenser
 - trash receptacles
 - natural turf and/or decomposed granite
 - boulders for dog activity

TURF FIELD +/- 2 ACRES

8" PVC WATER

8" PVC WATER

SMALL DOG AREA +/- 2,500 S.F.

LARGE DOG AREA +/- 12,000 S.F.

20' WIDE BIKE & PEDESTRIAN TRAIL

+/- 1/2 MILE TO MEL VINCENT PARK

SPRINGVILLE DRIVE

- OVERHEAD STRUCTURE, 800 S.F.
- fixed picnic furniture
 - trash receptacles

(4) PICKLEBALL COURTS

- CONCRETE WALK
- path lighting

OUTDOOR FITNESS - +/- 3,800 S.F.

- wellness equipment
- decomposed granite
- garden planting

(2) BASKETBALL COURTS

- full court
- youth size

BIKE AND PEDESTRIAN TRAIL

- benches
- trash receptacles

SPRINGVILLE WEST PARK - CONCEPTUAL PLAN - CAMARILLO, CA

PLEASANT VALLEY RECREATION AND PARK DISTRICT

TOTAL SITE AREA: 5 ACRES

CONCEPTUAL LANDSCAPE PLAN

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor**

DATE: May 3, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF A SPECIAL
EVENT BY CITY OF CAMARILLO AND CAMARILLO
COUNCIL ON AGING FOR A SHRED EVENT AT THE
COMMUNITY CENTER PARKING LOT ON OCTOBER
14, 2023**

SUMMARY

The District has received a reservation application for the City of Camarillo in partnership with the Camarillo Council on Aging to hold their shred event at the Community Center East Parking Lot on Saturday, October 14, 2023. Per the District Special Event Policy, the Shred Event Application has met the criteria to be classed as a Special Event and is being brought before the Board of Directors because there is a charge for Admission.

BACKGROUND

On October 5, 2022, the Board of Directors approved the Special Event Policy to help staff differentiate between a Rental and a Special Event. A Special Event is defined as a public or private event with more than 300 people and/or has four (4) or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of the proposed event.

The City of Camarillo in partnership with the Camarillo Council on Aging, is hosting the Shred Event as a fundraiser. The event is expected to have less than 300 guests, who will be in their cars exchanging a donation of \$5 per car to shred documents in the Camarillo Community Center east Parking Lot. This event has been held on District property in years prior.

ANALYSIS

The event is scheduled for Saturday, October 14, 2023, and will be located at the Community Center East Parking Lot from 7:00 a.m. to 1:00 p.m. Per the Application, the Event Context Elements that designated this as a Special Event are:

- The applicant is charging admission.
- Parking Lot usage for something other than parking
- Event Length (6+ hours)

Access Info Management is co-sponsoring by providing trucks and personnel for shredding and transporting shredded paper. A \$5 fee is requested per car to shred up to 10 boxes (15' x 12" x 9") or 12 grocery bags. Proceeds from the event are donated to CCOA to support their mission to provide information and advocacy for seniors.

Being an external Special Event, a staff person will be at the event to supervise both the facility and the attendees during the course of the event.

FISCAL IMPACT

The District will be renting the parking lot, charging administrative fees, and charging for a staff cost recovery for an event site supervisor. All fees are on the District's approved Fee Schedule.

Administrative Fees:

Application Fee	\$25.00
Special Event Permit	<u>\$100.00</u>
	\$125.00
Facility Rental: \$25/hr. times 6 hours	\$150.00
Staffing Expenses: \$21/hr. for 6 hours	<u>\$126.00</u>
Total	\$401.00

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy:

1.1.B: Develop sustainable funding sources for the implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

1.3.E: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events, and programs.

RECOMMENDATION

It is recommended the Board consider and approve the special event application by the City of Camarillo and the Camarillo Council on Aging for a Shred Event at the Community Center East Parking Lot on October 14, 2023.

ATTACHMENT

- 1) Application (8 pages)

Pleasant Valley Recreation & Park District

PERMIT APPLICATION

FACILITY RENTAL vs. SPECIAL EVENT DETERMINATION

A **RENTAL** is a private event with less than 300 people that has three or fewer Event Context elements.

A **SPECIAL EVENT** is a public or private event with more than 300 people and/or has **four (4) or more** Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Exceptions of external events that do not require Board approval include private parties including events such as Weddings, Quinceanera's, corporate parties, large birthday parties, baby showers. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

For additional clarification on Special Events versus Facility Rentals, please reference the PVRPD Special Event Policy.

Special Event Qualification Checklist

Attendance Level

- 1-300 300+ (automatic special event designation) 500+: Board approval required

Event Type

- Private
- Ticketed/ Charged admission- Board approval required
 - Guest Admission requires a reservation or preregistration
- Public (automatic special event designation)

Event Context

- Parking lot usage for something other than parking (automatic special event designation)
- May require City of Camarillo Special Event Application
- Location
- More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
 - Use of facility space for something other than intended use
 - Use of sports field for anything other than playing sports- Board approval required
 - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, food truck, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
- If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
- 6 hours+ (special event designation considered)
 - Multi-day - Board approval required
- External entity permit(s) required (automatic special event designation)
- Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
- All new & repeating events for first 2 years if no issues or no major changes
 - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

Pleasant Valley Recreation & Park District

PERMIT APPLICATION

SUBMISSION TIMELINES

The below Submission Timelines are at the discretion of the District and subject to change. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

All fees for rentals and special events will be assigned based on the most current Board Approved Fee Schedule.

Facility Rental Timeline

Required items to be submitted for a Facility Rental Request:

1. A completed District Permit Application along with a signed waiver page.
2. All Fees including refundable security deposit and 50% of fees per the general use policy
3. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy (if applicable).

Indoor Facility Rentals require a 30-day minimum notice. No reservations will be made after this point.

The balance is due at least 30 days before your event date, along with all required signatures, vendor info, insurance info, and table/chair layout. For applications submitted less than 30 days in advance of event, total fees and all appropriate paperwork are due at the time of application and can only be paid with cash or credit card.

A reservationist will review your application and contact you if any additional information is needed.

Special Event Timeline

Required items to be submitted with the Special Event request:

4. A completed District Permit Application along with a signed waiver page.
5. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
6. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
7. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
8. Scheduled application review meeting with District Staff (phone or in-person).
9. Scheduled site walkthrough with District staff.
10. A copy of the customer's IRS Letter of Determination for Non-Profit Status (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager.

Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Special Event Permits paid but cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full minus the non-refundable application and processing fees. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will only be refunded the refundable cleaning deposit.



Pleasant Valley Recreation & Park District PERMIT APPLICATION

Applicant Information

Organization Name: City of Camarillo		Non-Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contact Name: Kristy Buxkemper, City Clerk			
Address: 601 Carmen Drive			
City: Camarillo		State: CA	Zip: 93010
Email: cityclerk@cityofcamarillo.org		Phone: 805-388-5315	
Alternate Contact: Carrie Weal		Alt. Phone: 805-388-5353	

Reservation/Event Information

(Please refer to Facility Rental Brochure and Fee Schedule for rates and minimum hour requirements.)

Name or Title of Event: Shred Event		Est. Attendance: 100-150	
Requested Facility/Park Location(s): Back Parking Lot			
Field/Zone/Court:		Sports Lights Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date(s) of Event: Saturday, October 14, 2023		Event Time: 8:30 am to Noon	
Setup date: 10/14/23	Time setup starts: 7:00 am	Cleanup date: 10/14/23	Time cleanup ends: 1 pm

Event Purpose and Description, Additional Dates, Notes:
 Community Shred Event - hosted by City of Camarillo with Camarillo Council on Aging (CCOA). Access Info Mgmt is co-sponsoring by providing trucks and personnel for shredding and transporting shredded paper. A \$5 fee is requested per car to shred up to 10 boxes (15"x12"x9") or 12 grocery bags. Proceeds from the event are donated to CCOA to support their mission to provide information and advocacy for seniors.

ADDITIONAL QUESTIONS

Is this reservation/event: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Personal <input type="checkbox"/> Business Use (select all that apply)	
Event requires advanced registration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Event is Charging Admission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Electricity Required (indoor only)	<input type="checkbox"/> Amplified Sound (limited locations)
<input type="checkbox"/> Tables/Chairs Required (indoor only)	<input type="checkbox"/> Microphone, Screen, or Podium (indoor only)
<input type="checkbox"/> Alcohol Present (security may be required)	<input type="checkbox"/> Alcohol Sold (ABC license required)
Will event have vendors (DJ, Band, Food, Craft, etc.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
How many? One	Describe: Access Info Mgmt - Shred Trucks
Will items or services be sold at event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Describe:
Will food be present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No* *only for volunteers provided by City/Access	
Type of food: <input type="checkbox"/> Self Provided <input type="checkbox"/> Catered <input type="checkbox"/> Food Truck/Vendor (limited)	
Will event include entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Describe:
Will a banner be posted at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Describe: Banner flag at driveway entrance
Is this a run/walk event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will event use City streets/sidewalks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will streets need to be closed or partially closed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide map of street closures.	
Other Event Elements (Bounce House Inflatables, Rides, etc.):	

Agreement & Release

As an Applicant, I acknowledge that the above information is true and correct. I understand that the application fee is non-refundable. I understand that applications submitted within sixty (60) days of proposed event are subject to a late fee. I understand that a submitted application does not guarantee reservation. Contracted reservations are subject to facility availability. Special Events may be subject to additional City and County permits and fees. Additionally, a fully priced quote is not available until after a complete application has been received.

I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District, and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

I agree and understand that vehicles at any time are not allowed on District turf. Doing so may result in loss of deposit and or the addition of maintenance/repair fees as assessed by District staff. Initial: KB

Name: Kristy Buxkemper

Signature: *Kristy Buxkemper*

Date: 2/13/2023

Application Submission

Email: csr@pvrrpd.org, 805-482-1996

Mail to: Pleasant Valley Recreation & Park District, 1605 E. Burnley St., Camarillo, CA 93010

For Office Use Only

SPECIAL EVENT

FACILITY RENTAL

Date Received: _____ Quote Created: Yes No

Contract Number: _____ Deposit Collected: Yes No

Processed By: _____ Final Balance Collected: Yes No

Proof of Non-Profit Status

Site Map or Event Layout provided for area(s) of use Certificate of Insurance and Endorsement Form

List of Vendors Alcohol Liability Insurance (if alcohol present)

Vendors selling items or services must have Camarillo Business License and provide COI + Endorsement

External Entity Permit Required: Yes No

City of Camarillo Date Submitted: _____ Date Approved: _____

County of Ventura Date Submitted: _____ Date Approved: _____

Ventura County Fire Department Date Submitted: _____ Date Approved: _____

Other: _____ Date Submitted: _____ Date Approved: _____

AGREEMENT, WAIVER, RELEASE FORM - RENTER

USE OF FACILITY

A. GENERAL PROVISIONS

- a. I, The RENTER, understands: Reservation applications must be submitted at least 30 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application in order to secure any picnic shelter, indoor facility or sports facility. The remaining balance is due no later than 30 days prior to the reservation date. A reservation application submitted less than 30 days prior to the event date may be allowed, pending District approval. Cancellations made 30 days or more prior to the reservation date will receive a partial refund. Cancellations made less than 30 days in advance of the reservation date will only receive a refund of the refundable cleaning deposit. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. The district reserves the right to deny approval of any permit request at any time.

B. INFORMED CONSENT AND RELEASE

- a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

C. INDEMNIFICATION

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations
- c. I, the RENTER, further agree that I am solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.



Pleasant Valley Recreation & Park District

1605 E. Burnley St., Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

BOARD OF DIRECTORS
ELAINE MAGNER
MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY

GENERAL MANAGER
MARY OTTEN

February 13, 2023

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

District Management,

Per a review of ordinance 8, for the approval of a reservation outside of 6 months, please see the attached written request and special event application from City of Camarillo for a Shred Event on Saturday, October, 14, 2023 at the Community Center East Parking Lot for your review and sign your approval below.

Thank you,

Karen Roberts
Customer Service Lead
Pleasant Valley Recreation & Park District
kroberts@pvrpd.org
(805) 482-1996 x 101

cc:

Jessica Puckett
Administrative Analyst

Bob Cerasuolo, Park Services Manager

Justin Kiraly, Administrative Services Manager

Katlyn Simber-Clickener, Recreation Services Manager

Mary Otten, General Manager

City of Camarillo (CCOA)- Shred Event

Saturday, October 14, 2023

Estimated Attendance: 80

ADMINISTRATIVE FEES

GL

Application Fee	\$	25.00	10-05-505-000-5575
Special Event Permit	\$	100.00	10-03-503-000-5564
	\$		
Administrative Fees:	\$	125.00	

FACILITY RENTAL

6 hours at Community Center Parking Lot @\$25 per hour	\$	150.00	10-03-503-000-5530
Facility Rental:	\$	150.00	

STAFFING EXPENSES

Event Manager/Site Rep. Services (6 hrs @ \$21)	\$	126.00	10-03-503-000-5563
Staffing Expenses:	\$	126.00	

Total Event Expenses:	\$	401.00	
Paid:	\$	0.00	
Balance:	\$	(401.00)	

Does not include City permits or fees.

4/12/2023 16:21



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor**

DATE: May 3, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF A SPECIAL
EVENT BY THE SOCIETY FOR CREATIVE
ANACHRONISM AT VALLE LINDO PARK OPEN
SPACE ON SEPTEMBER 23, 2023**

SUMMARY

The District has received an application from the Society for Creative Anachronism to hold their historical re-enactment event at the Valle Lindo Open Space on Saturday, September 23, 2023. Per the District Special Event Policy, the event application has met the criteria to be classed as a Special Event and is being brought before the Board of Directors because there is a charge for Admission.

BACKGROUND

On October 5, 2022, the Board of Directors approved the Special Event Policy to help staff differentiate between a Rental and Special Event. A Special Event is defined as a public or private event with more than 300 people and/or has four (4) or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of the proposed event.

The Society for Creative Anachronism is hosting the historical re-enactment and requesting a donation from the participants only and the public can observe for free, to help cover the costs of renting the park. The event is expected to have 70 guests, who will be in the park to do a historical re-enactment of Renaissance Times. This event has been held on District property in years prior.

ANALYSIS

The event is scheduled for Saturday, September 23, 2023, at the Valle Lindo Park Open Space from 8 a.m. to 5 p.m. Per the Application, the Event Context Elements that designated this as a Special Event are:

- The applicant is asking for a donation
- Event Length (6+ hours)

The Society for Creative Anachronism is hosting a historical re-enactment of Renaissance times with sword simulators which is identical to the re-enactment held at Valle Lindo last year. A donation is requested per person to enter onto the grounds and these funds will be used to offset the cost of the rental.

Being an external Special Event, a staff person will be at the event to supervise both the facility and the attendees during the course of the event.

FISCAL IMPACT

The District will be renting the park area, charging administrative fees, and charging for a staff cost recovery for an event site supervisor. All fees are on the District’s approved Fee Schedule.

Administrative Fees:

Application Fee	\$25.00
Special Event Permit	\$100.00
Refundable Security Deposit	<u>\$50.00</u>
	\$175.00

Facility Rental: 9 hours at \$13 per hour	\$117.00
Staffing Expenses: 9 hours at \$21 per hour	<u>\$189.00</u>

Total **\$481.00**

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy:

1.1.B: Develop sustainable funding sources for the implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

1.3.E: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events, and programs.

RECOMMENDATION

It is recommended the Board consider and approve the special event application by the Society for Creative Anachronism for a historical re-enactment at Valle Lindo Open Space on September 23, 2023.

ATTACHMENT

- 1) Application (9 pages)

Pleasant Valley Recreation & Park District

PERMIT APPLICATION

FACILITY RENTAL vs. SPECIAL EVENT DETERMINATION

A **RENTAL** is a private event with less than 300 people that has three or fewer Event Context elements.

A **SPECIAL EVENT** is a public or private event with more than 300 people and/or has **four (4) or more** Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Exceptions of external events that do not require Board approval include private parties including events such as Weddings, Quinceanera's, corporate parties, large birthday parties, baby showers. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

For additional clarification on Special Events versus Facility Rentals, please reference the PVRPD Special Event Policy.

Special Event Qualification Checklist

Attendance Level

- 1-300 300+ (automatic special event designation) 500+: Board approval required

Event Type

- Private
- Ticketed/ Charged admission- Board approval required
 - Guest Admission requires a reservation or preregistration
- Public (automatic special event designation)

Event Context

- Parking lot usage for something other than parking (automatic special event designation)
- May require City of Camarillo Special Event Application
- Location
- More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)
 - Use of facility space for something other than intended use
 - Use of sports field for anything other than playing sports- Board approval required
 - Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required
- More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, food truck, etc.)
- Access to electricity required
- Amplified sound (specific locations only)
- Alcohol present
- If alcohol is being **sold**, an ABC license is required
- Security guards required
- Event length
- 6 hours+ (special event designation considered)
 - Multi-day - Board approval required
- External entity permit(s) required (automatic special event designation)
- Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans
- Event Manager/ Site Representative Services required (automatic special event designation)
- All new & repeating events for first 2 years if no issues or no major changes
 - Any year for a repeating event where a major change is implemented if after probationary period. If during probationary period, probationary period shall be extended by one year if no issues.

Pleasant Valley Recreation & Park District

PERMIT APPLICATION

SUBMISSION TIMELINES

The below Submission Timelines are at the discretion of the District and subject to change. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

All fees for rentals and special events will be assigned based on the most current Board Approved Fee Schedule.

Facility Rental Timeline

Required items to be submitted for a Facility Rental Request:

1. A completed District Permit Application along with a signed waiver page.
2. All Fees including refundable security deposit and 50% of fees per the general use policy
3. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy (if applicable).

Indoor Facility Rentals require a 30-day minimum notice. No reservations will be made after this point.

The balance is due at least 30 days before your event date, along with all required signatures, vendor info, insurance info, and table/chair layout. For applications submitted less than 30 days in advance of event, total fees and all appropriate paperwork are due at the time of application and can only be paid with cash or credit card.

A reservationist will review your application and contact you if any additional information is needed.

Special Event Timeline

Required items to be submitted with the Special Event request:

4. A completed District Permit Application along with a signed waiver page.
5. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
6. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
7. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
8. Scheduled application review meeting with District Staff (phone or in-person).
9. Scheduled site walkthrough with District staff.
10. A copy of the customer's IRS Letter of Determination for Non-Profit Status (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

Special Event applications submitted outside of the 30-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager.

Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Special Event Permits paid but cancelled by the customer at least sixty (60) days prior to the permitted use will be refunded in full minus the non-refundable application and processing fees. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will only be refunded the refundable cleaning deposit.



Pleasant Valley Recreation & Park District PERMIT APPLICATION

Applicant Information

Organization Name: Society for Creative Anachronism		Non-Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Contact Name: [REDACTED]			
Address: [REDACTED]			
City: [REDACTED]		State: CA	Zip: 93030-5904
Email: [REDACTED]		Phone: [REDACTED]	
Alternate Contact:		Alt. Phone: [REDACTED]	

Reservation/Event Information

(Please refer to Facility Rental Brochure and Fee Schedule for rates and minimum hour requirements.)

Name or Title of Event: [REDACTED]		Est. Attendance: 70	
Requested Facility/Park Location(s): Valle Lindo Park Open Area			
Field/Zone/Court:		Sports Lights Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date(s) of Event: 9/23/23		Event Time: 8am-5pm	
Setup date: 9/23/23	Time setup starts: 8am	Cleanup date: 9/23/23	Time cleanup ends: 5pm

Event Purpose and Description, Additional Dates, Notes:
This is an historical re-enactment event, identical to one held here last year.

ADDITIONAL QUESTIONS

Is this reservation/event: Public Personal Business Use (select all that apply)

Event requires advanced registration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Event is Charging Admission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Electricity Required (indoor only)	<input type="checkbox"/> Amplified Sound (limited locations)
<input type="checkbox"/> Tables/Chairs Required (indoor only)	<input type="checkbox"/> Microphone, Screen, or Podium (indoor only)
<input type="checkbox"/> Alcohol Present (security may be required)	<input type="checkbox"/> Alcohol Sold (ABC license required)
Will event have vendors (DJ, Band, Food, Craft, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
How many? 70 max	Describe:
Will items or services be sold at event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Describe:
Will food be present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of food: <input checked="" type="checkbox"/> Self Provided <input type="checkbox"/> Catered <input type="checkbox"/> Food Truck/Vendor (limited locations)	
Will event include entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Describe:
Will a banner be posted at the event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Describe:
Is this a run/walk event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will event use City streets/sidewalks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will streets need to be closed or partially closed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide map of street closures.	

Other Event Elements (Bounce House Inflatables, Rides, etc.):

Roped off areas

AGREEMENT, WAIVER, RELEASE FORM - RENTER

USE OF FACILITY

A. GENERAL PROVISIONS

- a. I, The RENTER, understands: Reservation applications must be submitted at least 30 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application in order to secure any picnic shelter, indoor facility or sports facility. The remaining balance is due no later than 30 days prior to the reservation date. A reservation application submitted less than 30 days prior to the event date may be allowed, pending District approval. Cancellations made 30 days or more prior to the reservation date will receive a partial refund. Cancellations made less than 30 days in advance of the reservation date will only receive a refund of the refundable cleaning deposit. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. The district reserves the right to deny approval of any permit request at any time.

B. INFORMED CONSENT AND RELEASE

- a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

C. INDEMNIFICATION

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations.
- c. I, the RENTER, further agree that I am solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.

- e. I, the RENTER, understand that the DISTRICT reserves the right to immediately revoke RENTER's right to use of the facility under this agreement should the RENTER fail to comply with any provision of this section.

E. INSURANCE REQUIREMENTS

a. THIS SECTION SHALL APPLY ONLY TO RESERVATIONS WHICH REQUIRE INSURANCE COVERAGE

b. I, the RENTER, agree to abide by the following:

- i. General liability insurance: the RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

F. FORCE MAJEURE

- a. I, the RENTER, understand that due to Force Majeure Events that, notwithstanding anything to the contrary contained in this agreement, the DISTRICT shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The RENTER waives any right of recovery against DISTRICT and the USER/RENTER shall not charge results of "acts of God" to DISTRICT, its officers, employees, or agents.

I have carefully read this disclaimer agreement and understand its terms, including the release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and I agree to assume all risks associated with my use and occupancy of the Premises.

Agreed & Accepted



[signature]

Date 3/16/23

Society for Creative Anachronism

9/23/2023 8am - 5pm

Estimated Attendance: 70

ADMINISTRATIVE FEES

Administrative Fee	\$	25.00
Special Event Permit	\$	100.00
Refundable Security Deposit Valle Lindo	\$	50.00
Administrative Fees:	\$	175.00

FACILITY RENTAL

Valle Lindo Open Space (\$13 for 9 hours)	\$	117.00
Facility Rental:	\$	117.00

STAFFING EXPENSES

Recreation Staff (9 hours x \$21.00 per hour)	\$	189.00
Staffing Expenses:	\$	189.00

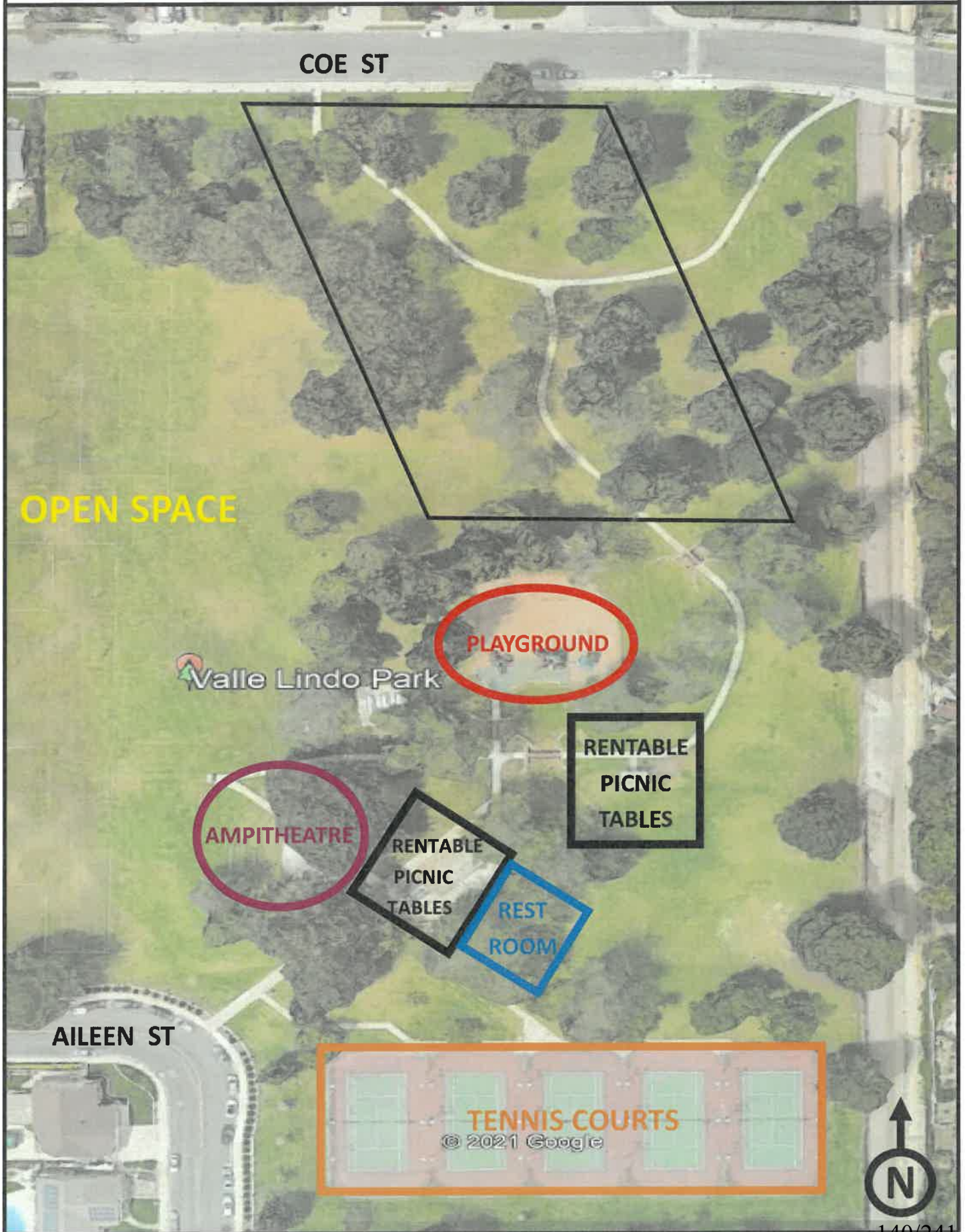
ADDITIONAL EXPENSES

Additional Expenses: \$ 0.00

Total Event Expenses: \$ **481.00**
Paid: \$ 0.00
Balance: \$ **(481.00)**

Please provide PVRPD with all required alcohol permits from the County and City.
Alcohol Liability Insurance Required

VALLE LINDO PARK, 889 AILEEN ST





**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: May 3, 2023

**SUBJECT: CONSIDERATION AND APPROVAL TO ACCEPT THE
BARRY 60 LP PROJECT QUIMBY FUNDS OF \$313,508**

SUMMARY

The District received the Quimby Funds for the Barry 60 LP Project (RPD-205) located at the corner of Barry Street and Lewis in the amount of \$313,508 on March 15, 2023. Funds have been placed into Fund 30.

BACKGROUND

Quimby Fees means all fees (i) established and imposed upon the Project pursuant to the Quimby Act as set forth in California Government Code Section 66477 et seq., and this Agreement, (ii) in effect as of the Adoption Date.

ANALYSIS

The District has received the Quimby Funds for the Barry 60 LP Project.

QUIMBY FUNDS		
Project	Date Received	Funds
Barry 60 LP	3/15/2023	\$313,508

FISCAL IMPACT

The District has received Quimby fees in the amount of \$313,508. Funds have been placed into Fund 30.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy

- 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

RECOMMENDATION

Receive and file the report.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor

DATE: May 3, 2023

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSALS AWARD FOR SOUND AND LIGHTING SERVICES FOR SUMMER CONCERT SERIES

SUMMARY

Pleasant Valley Recreation & Park District (“District”) staff is recommending the Board of Directors authorize the General Manger to sign the multi-year agreement between Music Freqs to provide sound and lighting for Summer Concert Series. The District has worked with Music Freqs on various projects to include Movies in the Park, Eggstravaganza, Santa’s Village and the largest production which is the Summer Concert Series.

BACKGROUND

In 2019, the District entered into an agreement with the City of Camarillo (“City”) to host the annual Summer Concert Series. A committee composed of District staff, City staff, and community members reviewed and selected Rock City Studios (renamed Music Freqs) to provide sound and lighting for the Summer Concert Series. Upon the successful completion of the initial series, the District and the City entered into a multi-year agreement for years 2020, 2021 and 2022 to provide management continuity and assurance to the public for the continuation of the Summer Concert Series. The 2020 series was not produced due to the Coronavirus Pandemic. The 2021 series was produced, however; due to the pandemic, the decision to move forward with the event wasn’t confirmed until six (6) weeks prior to the first concert. Due to time restraints and previous partnership, the Board approved an agreement with Music Freqs, a locally owned music and entertainment company, to provide sound and lighting for the 2021 Summer Concert Series. In 2022 the District issued a Request for Proposals (“RFP”) for Sound and Lighting for the 2022 Summer Concert Series. At that time, Music Freqs was the only proposer and was awarded the agreement.

This year, with direction from the Board to seek a five-year agreement with the City for Summer Concert Series, this Agreement was secured in March of 2023. At which time, the District staff requested the Board approve an RFP for the 2023-2027 Summer Concert Series Sound and Lighting Services. The RFP opened on March 2, 2023, and closed on April 7, 2023, with only one proposer, Music Freqs.

ANALYSIS

Music Freqs was the sound and lighting provider for the past three Summer Concert Series the District had put on with the City. Their knowledge of the event as well as their industry knowledge has shown through the excellent work and services they have provided the District. Music Freqs

is a regular partner with the District who helps provide live music elements at most of our events, most recently, our Easter Eggstravaganza held on April 8, 2023.

The RFP outlined selection criteria for agencies who submitted a Proposal:

Selection Criteria—RFP	Points Available
Understanding of Scope of Work; and provides high quality materials	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20
References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal	110

After reviewing Music Freqs submitted proposal, Attachment 1, the following score was given:

Consultant	Proposed Budget for Y1	Score
Music Freqs	\$22,000	110

It is shown in their submission that Music Freqs is prepared with an ample supply of equipment and knowledge in the field based on their staff and experience. Not only has Music Freqs helped in the production of the Summer Concert Series, but they have also produced several local large-scale events including the California Strawberry Festival and the Port Hueneme Beach Festival. Events of similar size and scope include the Camarillo Air Show and the Camarillo Annual Christmas Tree Lighting. Music Freqs partnership has been beneficial to the District as we both share a common goal of providing for and aiming to better our community. Time and time again, Music Freqs has shown their dedication to the community by helping support District events and staff when needed by providing services we could not normally provide. As evidenced by their quote, Music Freqs is willing to provide the District a discount of 50% for their services. Due to their continued commitment to our community, our staff and the District, Staff recommends the Board select Music Freqs for the 2023 - 2027 Summer Concert Series Sound and Lighting Services.

FISCAL IMPACT

The fiscal impact associated with this action is as follows for 2023 – 2027:

- 2023: \$22,000
- 2024: \$22,550
- 2025: \$23,113.75
- 2026: \$23,691.59
- 2027: \$24,283.88

The District’s operating budget will reflect these amounts, however; this impact will be offset through the agreement with the City of Camarillo where the District will receive all funding back from the City.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goals:

- 4.3.G – Increase our marketing presence in local community events and gatherings

- 4.4.B - Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to enter into a multi-year agreement with Music Freqs to provide Sound and Lighting Services for the Summer Concert Series.

ATTACHMENTS

- 1) Music Freqs Proposal (12 pages)
- 2) Agreement for Professional Services (18 pages)

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

- CONFIDENTIAL -



March 07, 2023

Administrative Office
Pleasant Valley Recreation & Park District
Attn: Lanny Binney
1605 E. Burnley Street
Camarillo, CA 93010
(805) 482-1996

To Whom It May Concern,

Please find included the CONFIDENTIAL proposal for the 2023 Summer Concert Series Sound and Lighting Professional Services.

We thank you for the opportunity to present this proposal and very much hope to work together again on the Summer Concert Series. Should you have any questions about the information presented here, please do not hesitate to reach out to me directly.

Sincerely,

Brett DeCarlo
Music Freqs
brett@musicfreqs.com
2258 Pickwick Dr.
Camarillo, CA 93010
(805) 383-3555

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

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Music Freqs is pleased to submit this proposal for providing audio and lighting equipment and services for the 2023 Summer Concert Series, presented by the Pleasant Valley Parks and Recreation District.

We are proud to say that under our ownership, since 2014, Music Freqs has grown from 2 employees to 19 regular employees, and we are still actively adding to our staff, all of whom are local to Ventura County. We recognize that having a stable, dedicated staff is one of our biggest and most valuable assets.

We are a set of highly trained professionals who know how to do all things related to music and entertainment, and we are very excited to invest in, and be an active part of, the beautiful City of Camarillo and Ventura County.

Achieving our goals of excellence in operations is the mainstay of our Company, and we always strive to climb to new heights within our community. As evidenced by:

- An A+ rating with the Better Business Bureau
- Winner 2020 Business of the Year, as awarded by the City of Camarillo
- Winner of First Place for Best Recording Studio in Ventura County for 8 years in a row, as voted by the readers of the Ventura County Star
- Winner of Ventura County Music Awards 2019 “True Dedication To The Music Scene” Award
- Operating as Ventura County's largest privately owned Music school, currently teaching over 400 private lessons per week
- Feature of our PA systems in a cover interview for Live Sound International Magazine
- Acting Advisor and Partner with the California Strawberry Festival, with the responsibility of acquiring and negotiating bands and entertainment, as well as providing audio equipment and operators
- Advisor and Partner with the Port Hueneme Beach Festival, providing entertainment bookings and PA rentals and operators
- Providing entertainment bookings, staff, and PA rentals for numerous Ventura County events, including: Camarillo Air Show, Tree Lighting Ceremony at the Collection at Riverpark Oxnard, PVRPD Concerts in the Park, PVRPD Movies in the Park, PVRPD Christmas Parade, and the Oxnard Steampunk Festival

One aspect of our services that separates us from our competitors, is our dedication to being prepared for unforeseen circumstances. We pride ourselves in maintaining backup staff and on hand equipment (not only for our team but for others involved in our events) should a problem arise or breakdown occur.

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

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Music Freqs is also committed to providing top of the line equipment, which either meets or exceeds industry standards, for all aspects of our business and offerings to our customers and partners.

Having an opportunity to be part of such a renowned community event, such as the 2023 Summer Concert Series, is a true honor for all of us.

Staffing/Crew

Music Freqs crew members will include: FOH Sound Engineer, 2 Stagehands, Lighting Engineer, Band Liaison, a crew of 5 for set up and break down of the truss and PA systems, and a crew of 2 for lighting setup and breakdown. All crew members are not only local to the County, but are extremely friendly, knowledgeable of the Summer Concert Series, professional, and make the public's safety and positive experience their highest priority.

Brett DeCarlo = Project Manager

Brett is one of the owners of Music Freqs and has been with the company since it started. Brett has been the main organizer and point of contact, as well as an acting crew member, for nearly every live event and festival that Music Freqs has been a part of. He has a wide variety of knowledge that allows for him to assist the Front of House engineer, be intimately familiar with all equipment on and off stage, and to act as the main line of communication between the bands, Music Freqs Crew, and PVRPD event staff. Brett has been certified in various safety courses for crowd control, stage safety, and a variety of others.

Michael Brown = Front of House Engineer and Power Engineer

Michael has been our Front of House engineer for the last 7-8 years. He has had the pleasure of working with us on the following projects as the front of house engineer: Camarillo Concerts in the Park, Camarillo Movies in the Park, Port Hueneme Beach Festival, California Strawberry Festival, The Collection at Riverpark Oxnard, Steampunk Festival, The Vans Warped Tour, Nexus Calvary Church, among many others. Michael's role for the Camarillo Concerts in the Park is to make all bands sound great and make sure it's in a safe listening environment for the audience. Michael has gone through safety courses with not only rigging but also sound. He has a full knowledge of all of our equipment and connects with bands a couple weeks before the show to go over their stage plot and ensure everything goes smoothly and according to the needs and specifications of both the bands and our clients.

Chris Hernandez = Stage Manager

Chris has been a manager of Music Freqs for the last 5 years. He has managed almost all of our shows inside our venue and has also managed for our outside gigs such as Camarillo Concerts in the Park, Camarillo Movies in the Park, Port Hueneme Beach Festival, California Strawberry Festival, The Collection of Oxnard, Steampunk Festival, The Vans Warped Tour,

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

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PVRPD Food Truck Festival, and many more. Chris's role and responsibilities in the Camarillo Concerts in the Park center around all of the stage equipment that is brought by the band and us. This equipment would include all necessary items on the stage that are not the PA system, such as drums, amps, guitars/basses, cabling and stage safety tools. Chris, as the stage manager, is the hub of communication regarding all components that move on and off stage, and as such he assists in load in and out, ensuring all equipment is safely and appropriately used on stage, and he maintains and has ready backup equipment for unforeseen circumstances. Chris will also be a stage liaison between the bands and Michael, our Front of House Engineer.

Matt DeMartini = Load In and Out StageHand, Runner

Matt has been with Music Freqs since the company started over 8 years ago. Matt has worked nearly every show the company has been involved with and has a very wide variety of talents. His knowledge of all of our equipment and the bands helps keep all shows running smoothly. Matt is usually one of first people to arrive for the set up of the PA System, monitor system and the stage and band equipment. Matt will assist in all load in and load outs, will play a role as a runner if another piece of equipment is needed, and will also stay next to the stage just in case a problem arises that he can easily fix.

Paul DeMartini = Load In and Out Truck Driver

Paul has been with Music Freqs since the company started over 8 years ago. Paul is also one of the other owners of Music Freqs and loves to assist in any way he can. Paul is responsible for driving the truck and all unloading and loading of the gear from the truck. He has assisted us in nearly every festival or show that Music Freqs has been a part of including but not limited to Camarillo Concerts in the Park, Camarillo Movies in the Park, Port Hueneme Beach Festival, California Strawberry Festival, The Collection of Oxnard, Steampunk Festival, The Vans Warped Tour, PVRPD Food Truck Festival, and many more.

Erika DeMartini = Photographer Videographer

Erika graduated with honors from California Lutheran University in Communications with an emphasis in Media in 2015 and has a certificate in Advanced Social Media Strategy. Erika has been working at Music Freqs since Fall of 2015. Erika currently is Music Freq's main social media content creator and video production director. Erika started as an Assistant Director on many music videos with Rockerrazzi Filmz (2012 - 2014), in which some videos were published on RollingStones.com & Bono's One.org. She also co-produced the first ever professionally produced narrative Virtual Reality music video alongside Springbok Entertainment and New Deal Studios taking home the Best Virtual Reality Film Award at Digital Hollywood in 2015.

Erika has been with Music Freqs since the company started over 8 years ago. We bring Erika to the shows as a donation to PVRPD and the city of Camarillo to help take pictures/videos and spread awareness of the concerts in the park. Erika is a very accomplished photographer and has been hired by high end clients as a photographer/videographer. Some of her clients include

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

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not only Music Freqs but major bands and companies such as, Slipknot, Dead Sara, Wayne Bryan coach of olympic medalist Camarillo tennis stars the Bryan Brothers, and many more.

Austin Monzon = Lighting Engineer

Austin has been with Music Freqs for the last 6 years and has been our lighting engineer for the last 5 years. Austin has been with us for the majority of our festivals, inside shows and band fillimings. He takes a huge amount of pride in his work and has been a leading lighting engineer in our county. Austin has been the lighting engineer for the following events/shows: Camarillo Concerts in the Park, Oxnard Steampunk Festival, Somis Spider Festival, PVRPD Halloween Drive Thru, and every show at the Music Freqs venue The Brite Room.

All employees of Music Freqs have been fingerprinted, FBI background checked, are covered by Workers Compensation, our business General Liability Insurance, and trained in safety and hazards related to their job. Music Freqs is proud to employ each and every one of its crew members.

References

Dean Kato
Chairman Strawberry Festival
(805) 889-3220
dean.kato@yahoo.com

Marty Lieberman
Chairman /President Port Hueneme Beach festival 2020
(818) 512-5892
Marty@liebermanconsulting.net

Jill Almonia
The Collection of Oxnard Marketing and Business Development Coordinator
(805) 278-9500
jalmonia@centercal.com

PVRPD References

Kaitlyn Simber-Clickener - KSimber@pvrrpd.org
Briana Ramos - specialevents@pvrrpd.org

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Audio and Lighting Rental for the Summer Concert Series

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Please note that Music Freqs does not have any negative history to report in regards to any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves our firm or in which our firm has been judged guilty or liable.

What Music Freqs would supply for the staging of this event:

- **Instrumental Backline**
 - **Drums**
 - Blue and red DW Collector Series drum sets
 - 2 kick pedals
 - 6 cymbal stands
 - 1 ride cymbal
 - 2 crash cymbals
 - 2 hi hat stands with clutch and hi hats
 - 2 snare drums blue and red
 - 2 snare stands
 - **Bass**
 - Ashdown head
 - Ashdown 8x10 cabinet
 - 2 speaker cables
 - 2 power cables IEC
 - Backup Gallien Krueger half cabinet
 - Ampeg B2RE bass head
 - **Guitar**
 - Mesa Boogie Triple Rectifier head
 - Mesa Boogie cabinet
 - Marshall JCM 2000 head
 - Marshall 1960A cabinet
 - Bogner Head
 - Line 6 Cabinet (backup cabinet)
 - 4 speaker cables
 - 4 power cables IEC
- **Audio/Stage Equipment**
 - **Monitors**
 - 8X QSC Monitors
 - 8X 25 ft. xlr cables
 - 8X 10 ft. or longer power cables IEC
 - Behringer x32 console
 - **PA System (rated for up to 2000-3000 people)**
 - 12 Line Array total RMS Acoustics- Water Resistant (Made In the USA)

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

- CONFIDENTIAL -

- X12 18 inch subwoofers - Water resistant
- 4 Linea 44M20 20kW amplifiers
- X4 side fill monitors QSC k12v2
- 7x 14 gauge Speaker cable 100 feet 4 pole neutron connectors
- **Truss System (for speakers and safety)**
 - Speaker Lift
 - 21ft wind rated for 45 mph with carry load of 1745 lbs
- **FOH (Front of House) System**
 - FOH System
 - Midas M32 channel console
 - D32 stage box
 - 2 power cables IEC
 - IPad FOH
 - Linksys router
 - Power cable
 - Network cable
 - 3x industrial CAT 5 cable 200 feet
- **Mic Cables and Stands**
 - 60X XLR cables
 - 10X ¼ instrument cables
 - 12X big boom stands with clips
 - 12X small boom stands with clips
 - 2X small stands with base with clips
 - 4X guitar stands
 - 1X 100 ft 24 channel 4 return snake
 - 1X 100 snake female XLF to Male XLR (feeds to power amps - subs and main)
- **Stage Miscellaneous Items**
 - 4X Radial stereo DI
 - X2 mono Countryman DI
 - 2X mono Radial DI
 - 1X 24 channel 100 ft snakes with 4 returns
 - 1X 8 channel snake
- **Microphones**
 - 5X Seinheiser e 604 microphones
 - 8X SM58
 - 8X SM57
 - 1X d12
 - 91X a
 - Shure bass drum mic 55
 - X3 wireless Seinheiser Mics
 - X2 wireless Shure mic

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- **Batteries**
 - 4X 9v batteries
 - 8X AAA batteries
 - 8X AA batteries
- **Miscellaneous Items**
 - 12 chairs black
 - Ice Chest
 - 5-6 packages of water
 - FOH Tent
 - FOH Table(s)
- **Tents and tables 10x10**
 - FOH Tent with large foldable 8 foot table
 - X2 BackStage Tents
- **Crew**
 - FOH Engineer
 - Monitor Engineer
 - Stagehand
 - Stage Manager
 - Lighting Engineer
 - 5 Crew members for help with load in and load out
 - Photographer/Videographer
- **Lighting**
 - Cables
 - 6 Chauvet intimidator lights
 - X6 rogue wash for front of stage (per request)
 - Smoke machine
 - Lighting console
 - X6 Chauvet Rogue R2 Wash,
 - X4 Chauvet Intimidator Scan 305 spot light,
 - 1 chauvet spot light at lighting table for remote controlled for singers
 - X8 Chauvet freedom par 4
 - X4 Elation par 6,
 - Chauvet DataStream 8 channel dmx,
 - Entec 512 universe.
 - X4 DMX 100ft 3 pin cables,
 - X15 Dmx 20 ft cables 3 pin,
 - X15 dmx 6ft 3 pin cables.
- **Power Distribution/Hookup**
 - Electrician to provide set-up/hookup
 - 5 wire tie is set, Female Type 16 Camlock connectors, 10 feet
 - 5 wire banded cable set, male and female, type 16, Camlock connectors, 50 feet
 - 100 amp 3 phase Pagoda, 15 duplex connectors, Camlock feed

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

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- Quantity 8 Quad outlet Nema 5-15 power boxes with 8 foot, 12 gauge pigtails
- **Stage and Audience Safety for Cables**
 - No trip cable hidere 120 ft for front of stage (provided as back-up in case of any problems, as they are no longer Necessary after we donated and ran the cable for the city)
 - No trip cable hidere behind stage 15ft
 - No trip Cable Hidere side of stage and Cones Around truss system
- **COVID-19 Safety Precautions/Protocols**
 - Dedicated microphones for the speakers before and after the show
 - Microphone sanitation spray
 - Bacterial wipes to wipe down stands, amps, and cables after set up
 - Hand Sanitation

Extra Hours (if needed)

We would assess extra labor charges only if our crew were required to stay any later than midnight on any event night. Should this happen, we would charge a rate of \$200 per hour for the overtime. Please note that in the many instances we have done such events, we have never had to assess such charges to a client. We are understanding of the fact that, as is the case with live events, there may be times where a small amount of time is required past the agreed upon end time in order to insure everything is done correctly and safely, and we have never actually had to charge for the overtime hours in such past instances. You will see from our projected timeline that we plan to arrive early and to leave well before midnight, so we do not foresee this being brought into play.

Timeline

2023 PVRPD Camarillo Concerts in the Park - Projected Itinerary/Schedule

Note on Arrival Time

In the past, we have arrived as early as 6-7am, in order to properly set up everything. However, after our donation and installation of cables and backup cables, we anticipate that our set up time should be drastically reduced. That being said, there will need to be an adjustment made in consideration of the fact that the event is now scheduled later in the day, which necessitates full lighting to be set up for the shows. For the 2022 Concerts in the Park events, we would suggest a schedule close to what is provided below as a starting point for our planning:

8am Our lighting engineer arrives and completes the light load-in and set up before the stage is set up. Also arriving at this time would be our engineer for power, and power set up would begin. *(Note: We would require a person from PVRPD to unlock the closets and the power connections on the side of the stage and the bathrooms at this time, if possible)*

Goosetown Productions Inc. DBA:Music Freqs
Audio and Lighting Rental for the Summer Concert Series

- CONFIDENTIAL -

9am Our loading truck arrives and equipment is unloaded and staged

10am Audio/speaker truss system gets set up and raised

11am Audio console and light console get setup with tent

12 noon Lunch

1pm Audio equipment, backline, microphones, monitors and cables get set up according to the band's stage plot

3pm Audio test of speakers and visual test of lights (*in the past, this is when the curtain would usually go up*)

4pm Band sound checks

5pm Break

7pm Curtains up/Show begins

9pm Show ends/Clean up begins

10pm Equipment truck arrives and we load out all equipment to the truck

11pm Depart venue

Cost Break Down Per Show (includes crew setup and breakdown):

Delivery and Breakdown fee = \$350

Price total = \$0 - FREE

Savings \$350

Backline Price = \$1000

Discount total \$500

Savings \$500

All listed Audio/Stage Equipment, plus FOH Engineer and stagehand cost = \$1200

Price total = \$1200

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Audio and Lighting Rental for the Summer Concert Series

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PA Rental standard rate = \$3500

Discount price total = \$2500

Savings = \$1000

Lighting Rental, including equipment, cables, and safety cables, with setup/teardown, and engineer = \$1500

Discount price total = \$1000

Savings = \$500

Truss system (as specified above) = \$1500

Discount price total = \$300

Savings = \$1200

Band Booking and Negotiating fees = \$500 per show, per band

Discount price total = \$0 - FREE

Savings = \$500 - \$1500 spending on the show

Power Distribution price = \$500

Discount price total = \$0 - FREE

Savings = \$500

Cable Safety price = \$500

Discount price total = \$0 - FREE

Savings = \$500

Total = \$10550 per show

Discount price total = \$5500 per show, for 4 shows in series

Note on Price Increases from Previous Years

Very unfortunately, we will have to increase our prices in the upcoming years, as an exponential shortage of supply has caused growth on nearly all of our wholesale costs for equipment, as well as the cost to appropriately compensate our employees and for the necessary and required amounts of insurance. We refuse to cut corners and offer nothing but the best, as that is part of our brand and the reputation we have established for ourselves. Please know that the increase in prices is a direct insurance to you that you receive no less than the best, as we have, and will always continue to, provide in our community.

Contingent Price Increase Schedule (for the next 5 years of contracted service)

Should we continue to see a rise in operational costs (as described above), Music Freqs will increase the price of this quote by 2.5% each year, as necessary. Should our costs remain the

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Audio and Lighting Rental for the Summer Concert Series

- CONFIDENTIAL -

same, or decrease, we will reduce the price to the original quote or previous year's rate, as applicable.

PLEASANT VALLEY RECREATION & PARK DISTRICT

EVENT SERVICES AGREEMENT FOR THE SUMMER CONCERT SERIES

This EVENT SERVICES AGREEMENT (herein "Agreement"), is made and entered into by and between the Pleasant Valley Recreation & Park District (herein "District") and Goosetown Productions DBA Music Freqs, (herein "Contractor"). The parties hereto agree as follows:

CONTRACTOR: Brett DeCarlo
Music Freqs
2258 Pickwick Dr
Camarillo, CA 93010

EVENT: 2023 – 2027 Summer Concert Series

EVENT DATES: Saturday, June 24, 2023 at 7pm
Saturday, July 8, 2023 at 7pm
Saturday, July 22, 2023 at 7pm
Saturday, August 5, 2023 at 7pm

4 Saturdays in summer 2024 – To be Announced
4 Saturdays in summer 2025 – To be Announced
4 Saturdays in summer 2026 – To be Announced
4 Saturdays in summer 2027 – To be Announced

START TIME [*including set-up*]: 8:00 AM

END TIME [*including clean-up*]: 11:00 PM

LOCATION: Constitution Park, 601 Carmen Dr. Camarillo, CA 93010

1. ADMINISTRATION.

District's General Manager, or designee, is charged with the administration of this Agreement on behalf of the District and may make all decisions in connection therewith. Brett DeCarlo is Contractor's representative authorized to make decisions in connection with this Agreement.

2. SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE.

Contractor shall provide the following Services on the event dates listed above:

Sound/Lighting Services to include PA System, Audio Engineering, Lighting & Backline, and Stage Crew as outlined in the scope of work for the agreement. (Exhibit A)

Contractor is subject to the following restrictions: Compliance with the City of Camarillo Municipal Code including Chapter 10.34, Noise Regulations.

3. SPECIAL REQUIREMENTS.

- A. Contractor must comply with all applicable restrictions on the use of intellectual property including copyright laws for music.

- B. Contractor agrees to permit District to use photography and/or video taping of this activity/event for promotional use/or on District's website.

Contractor warrants that she/he and all staff of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. If required by state law and indicated below, at Contractor's sole expense, Contractor and its staff shall submit to fingerprinting and a background check, in accordance with Section 5164 of the California Public Resources Code, and/or shall submit to the District a certificate regarding communicable tuberculosis as required by Sections 5163 et seq. of the California Public Resources Code. The foregoing requirements must be satisfied prior to the commencement of the Services.

Fingerprinting and/or Tuberculosis, as specified, required:

YES **NO**

[Required for individuals who may come in to contact with children and/ or work as a food/beverage concessionaire.]

4. TERM.

The term of this Agreement shall be from the Start Date and Start Time through the End Date and End Time specified above. This agreement is contingent upon the Community Event Funding Agreement 2023-6 with the City of Camarillo. If Agreement 2023-6 is terminated and the District does not produce the Summer Concert Series this agreement is terminated immediately.

5. SCHEDULE OF COMPENSATION.

District agrees to pay Contractor a maximum sum of twenty-two thousand dollars and zero cents (\$22,000.00) for the services and/or performances specified above in Section 2 of this Agreement. District agrees to pay Contractor as shown in the Payment Schedule, below, in the form of a District check on the date of the service and/or performance payable to Contractor at the conclusion of each day of services rendered. A 2.5% increase each year is expected.

Payment Schedule

Saturday, June 24, 2023 - five thousand five hundred and zero cents (\$5,500.00)

Saturday, July 8, 2023 - five thousand five hundred and zero cents (\$5,500.00)

Saturday, July 22, 2023 - five thousand five hundred and zero cents (\$5,500.00)

Saturday, August 5, 2023 - five thousand five hundred and zero cents (\$5,500.00)

Saturday TBA 2024 - \$5,637.50 – five thousand six hundred and thirty-seven and fifty cents

Saturday TBA 2024 - \$5,637.50 – five thousand six hundred and thirty-seven and fifty cents

Saturday TBA 2024 - \$5,637.50 – five thousand six hundred and thirty-seven and fifty cents

Saturday TBA 2024 - \$5,637.50 – five thousand six hundred and thirty-seven and fifty cents

Saturday TBA 2025 - \$5,778.44 – five thousand seven hundred and seventy-eight and forty-four cents

Saturday TBA 2025 - \$5,778.44 – five thousand seven hundred and seventy-eight and forty-four cents

Saturday TBA 2025 - \$5,778.44 – five thousand seven hundred and seventy-eight and forty-four cents

Saturday TBA 2025 - \$5,778.43 – five thousand seven hundred and seventy-eight and forty-three cents

Saturday TBA 2026 - \$5,922.90 – five thousand nine hundred and twenty-two and ninety cents

Saturday TBA 2026 - \$5,922.90 – five thousand nine hundred and twenty-two and ninety cents

Saturday TBA 2026 - \$5,922.90 – five thousand nine hundred and twenty-two and ninety cents

Saturday TBA 2026 - \$5,922.89 – five thousand nine hundred and twenty-two and eighty-nine cents

Saturday TBA 2027 - \$6,070.97 – six thousand and seventy and ninety-seven cents
Saturday TBA 2027 - \$6,070.97 – six thousand and seventy and ninety-seven cents
Saturday TBA 2027 - \$6,070.97 – six thousand and seventy and ninety-seven cents
Saturday TBA 2027 - \$6,070.97 – six thousand and seventy and ninety-seven cents

6. INDEMNITY

The Contractor agrees to indemnify, hold harmless, and defend the City of Camarillo, Pleasant Valley Recreation & Park District, their officers, employees, and agents from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Contractor and its officers, employees, agents, or volunteers, including, without limitation, any penalties, claims or liabilities arising in connection with a violation of intellectual property laws and copyright regulations.

7. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor agrees to perform the services hereunder as an Independent Contractor and under no circumstances or conditions shall Contractor or any of his/her agents, servants and employees, be considered an employee or agent of the District or City of Camarillo ("City"). Contractor is solely responsible for selecting the means, methods and procedures for performing its services hereunder and for coordinating all portions of the work so the results will be satisfactory to District. Contractor will supply all tools and instruments required to perform its services under this Agreement. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District or City. Contractor shall not be entitled to any benefits accorded to District or City employees, including workers' compensation, disability insurance, vacation or sick pay and Contractor hereby expressly waives any claim he/she may have to such rights.

8. FACILITIES, EQUIPMENT, SUPPLIES AND CARE OF DISTRICT PROPERTY.

A. District shall provide the following facilities, materials and equipment for use in the Event:

1. Stage
2. Parking for performers
3. Back-of-house space
4. Green room

B. Contractor shall provide all materials and equipment for use in the Event at Contractor's sole expense as outlined in the scope of work (Exhibit A).

C. Contractor shall take prudent care of District and City property, including but not limited to the property listed above. Contractor shall ensure that the property, equipment and/or facility is left in the same condition as it was found.

9. INSURANCE.

If required by this Section, Contractor agrees to obtain and maintain the policies set forth in the attached Exhibit B, entitled "PVRPD INSURANCE REQUIREMENTS" and Exhibit C, entitled "CITY OF CAMARILLO INSURANCE REQUIREMENTS." All policies, endorsements, certificates and/or binders shall be subject to approval by the District as to form and content. Contractor agrees to provide District with a copy of the required policies, certificates and/or endorsements before services commence under

this Agreement. The contractor will also be required to provide yearly proof of Workers Compensation Insurance.

10. LITIGATION MATTERS.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

11. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

12. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the District.

13. PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement, including the Exhibit, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Except as expressly provided herein, this Agreement may only be modified by a written amendment duly executed by the parties.

14. SEVERABILITY.

Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year written above.

**Pleasant Valley Recreation & Park District
"DISTRICT":**

Mary Otten, General Manager
Pleasant Valley Recreation & Park District
1605 E. Burnley St.
Camarillo, CA 93010

By: _____
Mary Otten, General Manager

**Music Freqs
"CONTRACTOR":**

Brett DeCarlo
Music Freqs
2258 Pickwick Dr
Camarillo, CA 93010

By: _____
Brett DeCarlo, Co-Owner

ATTEST:

Jessica Puckett, Clerk of the Board

EXHIBIT A

SCOPE OF WORK & PROJECTED EVENT ITINERARY

Instrumental Backline

- **Drums**
 - Blue and red DW Collector Series drum sets
 - 2 kick pedals
 - 6 cymbal stands
 - 1 ride cymbal
 - 2 crash cymbals
 - 2 hi hat stands with clutch and hi hats
 - 2 snare drums blue and red
 - 2 snare stands
- **Bass**
 - Ashdown head
 - Ashdown 8x10 cabinet
 - 2 speaker cables
 - 2 power cables IEC
 - Backup Gallien Krueger half cabinet
 - Ampeg B2RE bass head
- **Guitar**
 - Mesa Boogie Triple Rectifier head
 - Mesa Boogie cabinet
 - Marshall JCM 2000 head
 - Marshall 1960A cabinet
 - Bogner Head
 - Line 6 Cabinet (backup cabinet)
 - 4 speaker cables
 - 4 power cables IEC

Audio/Stage Equipment

- **Monitors**
 - 8x QSC Monitors
 - 8x 25 ft. xlr cables
 - 8x 10 ft. or longer power cables IEC
 - Behringer x32 console
- **PA System (rated for up to 2000-3000 people)**
 - 12 Line Array total RMS Acoustics- Water Resistant (Made In the USA)
 - X12 18 inch subwoofers - Water resistant
 - 4 Linea 44M20 20kW amplifiers
 - X4 side fills on hand if needed
 - 7x 14 gauge Speaker cable 100 feet 4 pole neutron connectors
- **Truss System (for speakers and safety)**
 - Speaker Lift
 - 21ft wind rated for 45 mph with carry load of 1745 lbs
- **FOH (Front of House) System**
 - FOH System
 - Midas M32 channel console
 - D32 stage box
 - 2 power cables IEC
 - IPad FOH

- Linksys router
- Power cable
- Network cable
- 3x industrial CAT 5 cable 200 feet
- **Mic Cables and Stands**
 - 60X XLR cables
 - 10X ¼ instrument cables
 - 12X big boom stands with clips
 - 12X small boom stands with clips
 - 2X small stands with base with clips
 - 4X guitar stands
 - 1X 100 ft 24 channel 4 return snake
 - 1X 100 snake female XLF to Male XLR (feeds to power amps - subs and main)
- **Stage Miscellaneous Items**
 - 4X Radial stereo DI
 - X2 mono Countryman DI
 - 2X mono Radial DI
 - 1X 24 channel 100 ft snakes with 4 returns
 - 1X 8 channel snake
- **Microphones**
 - 5X Seinheiser e 604 microphones
 - 8x sMsa
 - 8x SM57
 - 1X d12
 - 91X a
 - Shure bass drum mic 55
 - X3 wireless Seinheiser Mies
 - X2 wireless Shure mic
- **Batteries**
 - 4X 9v batteries
 - 8x AAA batteries
 - 8x AA batteries

Miscellaneous Items

- 12 chairs black
- Ice chest
- 5-6 packages of water
- FOH Tent
- FOH Table(s)

Tents and tables 10x10

- FOH Tent with large foldable 8-foot table
- X2 Backstage Tents

Crew

- FOH Engineer
- Monitor Engineer
- Stagehand
- Stage Manager
- Lighting Engineer
- 5 Crew members for help with load in and load out
- Photographer/Videographer

Lighting

- Cables
- 6 Chauvet intimidator lights
- Smoke machine
- Lighting console
- X6 Chauvet Rogue R2 Wash,
- X4 Chauvet Intimidator Scan 305 spot light,
- 1 Chauvet spot light at lighting table for remote controlled for singers
- X8 Chauvet freedom par 4
- X4 Elation par 6,
- Chauvet DataStream a channel dmx,
- Entec 512 universe.
- X4 OMX 100ft 3 pin cables,
- X15 Dmx 20 ft cables 3 pin,
- X15 dmx 6ft 3 pin cables.

Power Distribution/Hookup

- Electrician to provide set-up/hookup
- 5 wire tie is set, Female Type 16 Camlock connectors, 10 feet
- 5 wire banded cable set, male and female, type 16, Camlock connectors, 50 feet
- 100 amp 3 phase Pagoda, 15 duplex connectors, Camlock feed
- Quantity 8 Quad outlet Nema 5-15 power boxes with a foot, 12 gauge pigtails

Stage and Audience Safety for Cables

- No trip cable hidings 120 ft for front of stage (provided as back-up in case of any problems, as they are no longer Necessary after we donated and ran the cable for the city)
- No trip cable hidings behind stage 15ft
- No trip Cable Hidings side of stage and Cones Around truss system

COVID-19 Safety Precautions/Protocols

- Dedicated microphones for the speakers before and after the show
- Microphone sanitation spray
- Bacterial wipes to wipe down stands, amps, and cables after set up
- Hand Sanitation

Music Licensing

- Holds music licensing with SESAC, BMI, and ASCAP

Projected Itinerary/Schedule (subject to change with approval of Event Manager and Music Freqs)

8am Lighting engineer arrives and completes the light load-in and set up before the stage is set up. Also arriving at this time would be our engineer for power, and power set up would begin. (Note We would require a person from PVRPD to unlock the closets and the power connections on the side of the stage and the bathrooms at this time. if possible).

9am Loading truck arrives and equipment is unloaded and staged

10am Audio/speaker truss system gets set up and raised

11am Audio console and light console get setup with tent

12 noon Lunch

1pm Audio equipment, backline, microphones, monitors and cables get set up according to the band's stage plot

3pm Audio test of speakers and visual test of lights (in the past, this is when the curtain would usually go up)

4pm Band sound checks

5pm Break

7pm Curtains up/Show begins

9pm Show ends/Clean up begins

10pm Equipment truck arrives and we load out all equipment to the truck

11pm Depart venue

EXHIBIT B

PVRPD INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate. If Contractor, at this time, is personally uninsured and is required to purchase Commercial General Liability insurance through the District from Alliant Insurance Services, Special Event Insurance Program which meets the District's requirements. The District and City of Camarillo and each of its employees and agents must be mentioned as additional insured.

B. Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement shall not apply if Contractor has no employees. If Contractor has no employees, Contractor shall submit a written statement under perjury that he/she has no employees.

C. Automotive Insurance. A policy of comprehensive automobile liability insurance as required by California law.

Said policies of insurance shall not be cancelled without providing ten (10) days' prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, provide new evidence of insurance. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages to the satisfaction of the District.

Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

Pleasant Valley Recreation & Park District (PVRPD) requires a **Certificate of Insurance (COI)** for your event naming PVRPD as additionally insured. The COI must be received by the District no later than 30 days prior to your event.

Along with the insurance certificate, a separate **Endorsement Page** must be provided naming PVRPD as **additionally insured.** The Cancellation Clause should read as follows: "Should any of the above

described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

Minimum liability limits are \$2,000,000 per occurrence

THE INSURANCE CERTIFICATE SHOULD NOTE THE FOLLOWING INFORMATION:

- Date of event (if no specific date, then insurance can be kept on file and be good for the life of the policy)
- Location of event
- Name of your organization/business/group

The following information should be typed in the "Certificate Holder" section:

Additionally Insured:

**Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010**

Please mail/deliver or FAX to:

PVRPD

1605 E. Burnley Street
Camarillo, CA 93010

Attn.: Reservations

FAX: (805) 482-3468

Additional Insured Endorsement

Certificates of Insurance without endorsements do not protect the additionally insured (in this case, PVRPD). An endorsement is required because, as noted on an insurance certificate: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy."

This separate Endorsement Page will need to list:

- Policy number
- Wording that states "This endorsement changes the policy"
- Wording that states "This endorsement modifies insurance provided under the following:
Commercial General Liability Coverage Part: SCHEDULE
- Name of Person or Organization that is being Additionally Insured:
**Pleasant Valley Recreation and Park District
1605 E. Burnley St
Camarillo, CA 93010**

Additional Info to Note: The RENTER will need to agree to abide by the following:

- A. General liability insurance: the RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability (just verifying that we are only asking for \$1 million per occurrence and \$2 million aggregate)

- B. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.

PVRPD SAMPLES BELOW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Pleasant Valley Recreation and Park District 1605 E. Burnley Street Camarillo, CA 93010 (805) 482-1996	Varies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT C

CITY OF CAMARILLO INSURANCE REQUIREMENTS



City of Camarillo

Department of Community Development

601 Carmen Drive • Camarillo • California • 93010

805.388.5360 | | 805.388.5388 fax

MEMORANDUM

NOTICE

FOR EVENTS HELD WITHIN CITY LIMITS

The City requires **complete** certificates of insurance, which includes **both forms listed below**:

1. **Certificate of Insurance ("Acord 25-S" form)** (Please note: The city requires appropriate insurance be provided for the day(s) of the event in the following minimum amounts: **\$2,000,000 General Aggregate** and **\$1,000,000 Each Occurrence** unless otherwise stated.)
2. **Endorsement form** (this form actually changes the policy to add the City as additional insured; therefore, this is a required document)

Sample of complete insurance requirement attached

Insurance providers issue different style forms to address this requirement.

The wording on the **CERTIFICATE of INSURANCE** and **ENDORSEMENT** form should read:

"Additional Insured: City of Camarillo, its elected and appointed officials, agents, volunteers and employees."

→AND – the Endorsement form needs the following language:

"PRIMARY INSURANCE: This insurance is primary and noncontributory as respects to any loss or liability arising directly or indirectly from the insured's operations."

These requirements are standard procedures for all certificates of insurance requested by the city.

➔ FOR EVENTS ON CITY-OWNED PROPERTY ←

In addition to the applicant/permittee providing proper insurance, **all vendors** (including food vendors, non-food vendors with sales, and exhibitors) will be required to procure and maintain commercial general liability insurance with coverage limit of \$2,000,000 General Aggregate and \$1,000,000 Each Occurrence. Each vendor must provide individual complete certificates of insurance to the Applicant/Permittee. The applicant/permittee will be required to provide City with a complete list of each vendor with a statement certifying applicant/permittee has received a copy of each vendor's certificate of insurance (The City does not require a copy of each vendor's COI). Any alcohol garden shall be covered on a separate policy (complete certificate of insurance and endorsement form naming the City as additional insured and state such insurance will be deemed "primary") by either the Applicant/Permittee or the vendor.

AS AN OPTION (for City-owned property)

You may contact the Administrative Services Department (Human Resources Division) at 805.383.5633 for information regarding cost and coverage of *optional* insurance offered by the City's insurance carrier. Vendors that are unable to provide an individual certificate of insurance may be added to the applicant/permittee's policy (if applicant/permittee's policy has been purchased thru City's Special Event Insurance Program) at the current daily rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

This page is a SAMPLE of the Certificate of Insurance. This is Page 1 of the 2-page complete insurance documentation required. Please note information in box above. This is why the Endorsement Form is Required.

CONTACT NAME:	
PHONE (A/C, No. Ext.):	FAX (A/C, No.):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #:	

INSURED

SAMPLE

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X					EACH OCCURRENCE \$ 1,000,000
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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMPOP AGG \$
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations: City of Camarillo, its elected and appointed officials, agents, volunteers, and employees are listed as Additional Insured - Pursuant to attached endorsement

CERTIFICATE HOLDER

Dept of Community Development
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: Policy number must match COI

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Camarillo, its elected and appointed officials, agents, volunteers and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PRIMARY INSURANCE: this insurance is primary and noncontributory as respects to any loss or liability arising directly or indirectly from the insured's operations.

THE ABOVE WORDING IS A FIRM REQUIREMENT TO BE INCLUDED IN ALL ENDORSEMENTS - PER CITY ATTORNEY.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Katlyn Simber-Clickener, CPRP, Recreation Services Manager

DATE: May 3, 2023

SUBJECT: CONSIDERATION AND APPROVAL OF A REQUEST FOR PROPOSALS AWARD FOR A PICKLEBALL PROGRAMMING OPERATOR

SUMMARY

Upon the completion of a Request for Proposal process for pickleball programming, Staff is recommending the Board of Directors authorize the General Manager to enter into a three-year agreement with Agape Tennis Academy, LLC, to provide Pickleball programming. Staff capacity currently cannot meet the community demand for instructional programming, therefore, to ensure that players of all ages, abilities, and socioeconomic levels are provided for, Staff is seeking to utilize a contract operator to provide programming.

BACKGROUND

Pleasant Valley Recreation & Park District (“District”) has been offering Pickleball programming to the public since 2016. The program started as a free, drop-in program, three days a week at Freedom Park Gymnasium. In 2017, the District worked to provide temporary dual-use courts at Bob Kildee Community Park (“Bob Kildee”). Due to the growth and demand for increased programming, in May of 2018, the Board approved the resurfacing of all tennis courts at Bob Kildee to include the conversion of two (2) tennis courts to four (4) dedicated pickleball courts and one (1) tennis court to a dual-use tennis/pickleball court. The new courts allowed the District to begin hosting open play and contracted instructor programming at Bob Kildee. In the summer of 2019, the Recreation Department hosted a pickleball tournament and offered an adult pickleball league. Due to COVID conditions in 2020, there was an increase in outdoor sports to include pickleball and tennis.

With the increase in demand for additional courts and the demolition of Freedom Park Gymnasium by the Oxnard Union High School District, the District initiated an Ad Hoc Committee to address the concerns and increased needs of the pickleball and tennis communities in November 2020. At the April 7, 2021, Board meeting, based on the recommendations of the Ad Hoc committee, the Board approved the conversion of one (1) tennis court at both Springville Park and Pitts Ranch Park to dual-use tennis/pickleball courts and the creation of a pilot program at Bob Kildee to give pickleball priority playing time to better manage the high volume of players.

With popularity and demand for pickleball continuing to grow locally, regionally, and nationally, the Board approved a budget allocation of \$1.4M in Quimby Fees on June 2, 2021, for the creation of a pickleball complex at Freedom Park. Final complex designs were approved by the Board on July 7, 2022. During this process, the District has worked closely with the Camarillo Pickleball Association and other members of the community to provide input on both designs for the future complex and current pickleball programming. This is in addition to the two contracted instructors the District currently contracts with to provide instructional programming.

Due to all of the aforementioned growth, changes, and community demand, on January 4, 2023, the Board approved an RFP for a Pickleball Programming Operator. The Proposals closed on February 10, 2023, and the District received only one proposal from Agape Tennis Academy, LLC (“Agape”).

ANALYSIS

As previously stated, the District currently cannot meet the demand for pickleball programming from the community. Staff have heard from several members of the community expressing the desire for more programming (instruction, league play, clinics, etc.) than what is currently being offered. Staff also consistently see waitlists for current contracted instructors as their offerings are limited and have been unsuccessful in adding more programming.

After issuing a Request for Proposals and receiving one proposal from Agape, District staff worked with Amy Pazahanick, the Owner/CEO of Agape, to establish an agreement to include open play, programming times and the terms and conditions for the agreement. Ms. Pazahanick, Agape’s CEO, has been a certified Professional Pickleball Registry (“PPR”) Coach since 2018 and runs programming in California and Georgia.

Agape currently has local programming in Ventura County (City of Oxnard) that many of the pickleball community members have participated in and have acknowledged how distinguished Agapes programs/ offerings are. Agape holds government contracts with Fountain Valley, CA, and DeKalb County, GA. Since starting the contract at DeKalb County, GA, in 2018, Agape has served more than 9,000 pickleball players in camps, tournaments, events, classes, and special events. The 2021 contract with Fountain Valley, CA, Agape has served more than 5,400 pickleball players in programming and has been host to California Pickleball Association Tournaments, USA Pickleball tournaments, and DUPR events. Agape just received the provider of the year for Municipal Facilities by the PPR.

With Agape being in the neighboring community they already have a team in place to implement programming with the District to include Bruce Cuddy and Mike Ashely who are both also PPR certified instructors. By partnering with Agape, the District will be adding a gifted resource to our repertoire to which the District can use to our advantage to respond to the needs/wants of our Community. District Staff expect to see an increase in the diversity of programming to include Classes, Lessons Group and Private (Beginner to Advanced), Events, Tournaments, Leagues, and Camps.

As part of this agreement District staff heard the communities desire to still have time for open play. District staff worked with Ms. Pazahanick to ensure availability of open play and at the same time increase program offerings. Below is a sample of a tentative schedule with blue being times

the District would have availability for open play or court rentals. It is also understood that if Agape doesn't fill programming in their time those courts would be released for open play.

- Open Play/District Rental Time**
- Agape Programming: Beginner Clinics
- Agape Programming: Intermediate Clinics
- Agape Programming: Advanced Clinics
- Agape Programming: Live Ball
- Agape Programming: Leagues
- Agape Programming: Lessons (Group & Private) or other
- District Programming: CI Classes

	Monday										Tuesday									
	BK1	BK2	BK3	BK4	BK5	BK6	PR1	PR2	SV1	SV2	BK1	BK2	BK3	BK4	BK5	BK6	PR1	PR2	SV1	SV2
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	Friday											Saturday											Sunday										
	BK1	BK2	BK3	BK4	BK5	BK6	PR1	PR2	SV1	SV2	BK1	BK2	BK3	BK4	BK5	BK6	PR1	PR2	SV1	SV2	BK1	BK2	BK3	BK4	BK5	BK6	PR1	PR2	SV1	SV2			
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As the District has seen an increased interest in programming, staff wants to ensure that when the Freedom Park Complex, as well as the four courts in the Springville development open there is a smooth transition, and the District is meeting the demands of the community. These program offerings will also assist the District in generating revenue as part of the cost recovery model in which the Board adopted. The Freedom Park Pickleball Complex also has the potential to be known as a Premier Pickleball Sports Complex upon completion of all courts. By partnering with Agape, the District will receive a pickleball expert that has an advantage of latest trends and increase needed programming therefore increasing District revenue.

As a Contract Operator, the District is requiring Agape to carry insurance while operating on District property to include Worker’s compensation insurance as they employ staff to teach lessons and Sexual Molestation and Abuse insurance (SAM). In accordance with Public Resources Code Section 5164 and Penal Code Section 1110533, the District is requiring the Contract Operator to fingerprint and/or perform adequate background screening (*LiveScan*, for example) for all staff/coaches/volunteers associated with the operation as required by all applicable laws, at the Contract Operator’s sole expense.

Agape will be required to provide an annual financial statement and report to the Board of Directors. Agape would also be responsible for minor court maintenance with their programming to include prepping courts for use, which will decrease staff time at the courts but increase the efficiency of minor court beautification. Additionally, the Agreement also includes a renewal option for a period of one additional two-year period. Staff and Agape do plan to make an amendment to this agreement once the Freedom Complex is operational.

The District understands that this will be a change to our current process, however, District staff have worked to ensure we can meet the needs of our community. District staff believe that having Agape join our group of Contracted Operators will be a benefit to the District in the way of offering a variety programming and increasing offerings to our community.

The District is excited to see what Agape can bring to the community now and look forward to what they are able to provide once the Freedom complex is up and running.

FISCAL IMPACT

Staff reviewed other government agencies contracts for a pickleball program operator and decided the best structure for the initial contract is to be a split of a flat monthly rate with a \$50 year-over-year escalator, and a percentage of Gross Revenue with a 0.5% year-over-year escalator. For Tournaments & Events, the District would receive 10% of Gross Revenue.

- Initial Agreement
 - Year 1 - \$300 Flat monthly + 5% Gross Revenue
 - Year 2 - \$350 Flat monthly + 5.5% Gross Revenue
 - Year 3 - \$400 Flat monthly + 6% Gross Revenue

- Possible Extended Agreement
 - Year 4 - \$450 Flat monthly + 6.5% Gross Revenue
 - Year 5 - \$500 Flat monthly + 7% Gross Revenue

- Tournaments & Events – 10% Gross Revenue

The minimum revenue the District will see in year one will be \$3,600 for the flat monthly. Staff do expect to see participants sign up for programming as soon as it is offered as our current offerings already have waitlists.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategies:

- 1.1.B: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.
- 1.3: Identify additional sources of revenue to reduce the reliance on property tax.
- 3.1: Renovate and modernize existing parks and recreation facilities.

RECOMMENDATION

It is recommended the Board review and authorize the General Manager to enter into a three-year agreement with Agape Tennis Academy, LLC for the operation of pickleball programming on District all properties.

ATTACHMENTS

- 1) Agape Proposal (34 pages)
- 2) Contract Operator Agreement – Pickleball (26 pages)

1. Transmittal Letter to the Selection Committee

February 10, 2023

Ms. Katlyn Simber-Clickener, CPRP
Recreation Services Manager
Pleasant Valley Recreation & Park District
1605 East Burnley Street
Camarillo, CA 93010

Dear Ms. Simber-Clickener:

Agape Tennis Academy, LLC (Agape) is excited about the opportunity to be an integral part of Pleasant Valley Recreation & Park District's (District) pickleball programming growth. Agape has been at the forefront of implementing strong pickleball programs at several municipal tennis centers under our management, which makes us an ideal candidate to work with the District.

The following proposal in response to the District's RFP for pickleball programming outlines Agape's experience and qualifications, approach for program management and community engagement, timeline for activities under the RFP's described scope of work, and key personnel who would be involved (along with their relevant qualifications and experience). We understand the Scope of Work as described in the RFP and have conducted similar work under other municipal contracts, including managing all center staffing, facility and court maintenance, court scheduling/use, private and group lessons, clinics, camps, events, league and tournament play, merchandise resale and community outreach and engagement.

Agape's track record managing other centers is impressive in terms of growth in player volume, number of programs, community inclusion for all demographics, and revenue; however, we continually seek to grow and innovate as we respond to community recreational goals and demand. Thank you for allowing us to submit a plan to partner with the District. I certify that I am the sole owner and officer of Agape Tennis Academy, LLC, and am the only person authorized to commit Agape to the representations, commitments, and statements contained in this proposal and in any subsequent contract.

At your service,

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

Amy Pazahanick
Owner and CEO
8 Gema
San Clemente, CA 92672
Phone: (678) 333-5934
amy@agapetennisacademy.com

2. Description and Qualifications of the Proposer

a. Agape's Business and Background

Founded by CEO Amy Pazahanick in March of 2012, Agape Tennis Academy, LLC, is a female-owned business enterprise that provides tennis and pickleball center management. Agape is organized in the State of Georgia as a single member limited liability company and has maintained its Georgia LLC registration and conducted business in the metropolitan Atlanta area for ten years. Over the past two years, Agape has secured contracts to operate and manage municipal tennis and pickleball centers in Orange County and Ventura County, California. CEO Amy Pazahanick is the sole officer, and District representatives may reach her at (678) 333-5934 or via email at amy@agapetennisacademy.com. Agape's operational home base is 8 Gema, San Clemente, California 92672. CEO Amy Pazahanick also owns a home in Atlanta, Georgia. Agape conducts pickleball operations on site at tennis centers under its management at the following locations:

DeKalb Tennis Center

1400 McConnell Drive
Decatur, GA 30033

Wynbrooke Community Association

389 Wynbrooke Parkway
Stone Mountain, GA 30087

Fountain Valley Tennis Center

16400 Brookhurst Street
Fountain Valley, CA 92708

Oxnard Tennis Center

801 Hobson Way
Oxnard, CA 9303

i. Overview of services offered and any qualifications

Agape has demonstrated extensive capability to manage and offer pickleball programs in partnership with municipalities in Georgia and California. Our management of public centers for DeKalb County, Georgia; the City of Fountain Valley, California; and the City of Oxnard, California, speaks to Agape's capacity to conduct pickleball program operations under municipal contracts that are similar in size and scope to the Pleasant Valley Recreation & Park District. Agape manages all facets of pickleball operations at these centers. We successfully interact with customers as we oversee court reservations and rentals; enforce all rules and regulations; regulate play and conduct of players; run recreational and competitive pickleball programs to include tournaments, leagues, events, private lessons, clinics, and camps. We also provide court and facility maintenance, reporting, hiring, staffing, merchandising, and all functions of management for our municipal partners. We routinely inspect and maintain pickleball and tennis courts, buildings, parking lot and grounds, nets, and equipment. Agape is responsible for collection and accounting of all revenues in a daily log and preparing monthly and annual fiscal operating statements; developing and implementing standard operating procedures, business plans, and budgets; all grounds and building maintenance; and handling human resources functions, including hiring, training, and terminations.

The specific pickleball programs that we offer at our current locations include the following:

- ✓ Beginner Clinics
- ✓ Emerging Beginner Clinics
- ✓ Emerging Intermediate Clinics
- ✓ Intermediate Clinics
- ✓ Advanced
- ✓ Shot Clinics
- ✓ Live Ball
- ✓ Pickleball Leagues:
 - Senior Leagues
 - Ladder Leagues
 - Mixed Doubles Leagues
 - Level Leagues, 2.5 level – 4.5
- ✓ Open Play – Monthly Plan
- ✓ Junior Pickleball
- ✓ Private and Group Private Lessons
- ✓ Round Robins
- ✓ Tournaments
- ✓ Socials
- ✓ Specialty Camps

ii. Additional Overview of Qualifications include:

- ✓ 2022 Public Pickleball Provider of the Year by the PPR – Agape will receive the award this February 2023
- ✓ CEO, Ms. Pazahanick, was a featured speaker at the West and East Coast PPR Conferences in 2022 and 2023 in Palm Springs, CA and Hilton Head Island, SC
- ✓ Agape’s CEO, Ms. Pazahanick competes at 5.0 and Professional Level tournaments
- ✓ Agape created 28 new pickleball courts in 2022 alone at our Agape managed locations
- ✓ Agape facilities have 4,600 registered and active pickleball users
- ✓ Agape Pickleball offers clinics, camps, drills, leagues, tournaments, private and group private lessons, open play, events, and socials for all levels (See the specific list above)
- ✓ Agape Pickleball has a team of 24 Pickleball Professionals in Georgia and California with a collective 38+ Gold medals, 24+ Silver medals, and 35+ Bronze medals at the 4.0 or higher levels
- ✓ Our mission is to bring people and communities together through pickleball

b. Experience Running Pickleball Programming

i. Experience/Qualifications Running Pickleball Programs for Similar Public Entities

Agape has been running pickleball programming for government entities since 2018. We started pickleball programming at DeKalb Tennis Center in Atlanta, Georgia. Since 2018, we have grown to include extensive pickleball programming and teams of pickleball professionals at every public facility that we manage. This month, February 2023, Agape was selected as the Public Provider of the Year by the Professional Pickleball Registry (PPR) and will receive the award on February 10th at the awards ceremony in Hilton Head Island, South Carolina.

DeKalb County, Georgia: Agape manages every aspect of the DeKalb Tennis Center. Agape has contracted with DeKalb County, Georgia, since February of 2017 and successfully renewed another contract term in March of 2022. The eight-acre complex has 17 hard surface tennis courts and a 3,500-square-foot clubhouse. The clubhouse includes a retail area, snack bar, administrative office space, equipment repair area, storage, and restrooms, and Agape has 22 full-time tennis and pickleball professionals as well as 14 part-time professionals at the DeKalb Tennis Center. DeKalb Tennis Center has seen year-over-year increases in the use of courts and in revenue under Agape’s management. DeKalb Tennis Center also has ten pickleball courts and serves more than 2,250 pickleball players and has provided pickleball programming for approximately 3,500 individuals in 2022, and maintains an active database of approximately 17,000 individual tennis and pickleball participants. Agape has hosted PPR certification trainings at DeKalb Tennis Center numerous times. Agape is also host to the Georgia Pickleball Association tournaments, USA Senior Pickleball tournaments, Atlanta Pickleball Championships, and multiple other local pickleball tournaments. Specifically at DeKalb Tennis Center, we offer pickleball camps, clinics for all levels, private and group private lessons, tournaments, Friday night round robins, junior pickleball, fun socials, and leagues four nights a week!

City of Oxnard, California: Agape contracts with the City of Oxnard to manage every aspect of the Oxnard Tennis Center, a complex with eight hard surface tennis courts, ten permanent lined pickleball courts, and a 1,000-square-foot clubhouse. The clubhouse includes a retail area, snack bar, administrative office space, storage, and restrooms. Agape staffs Oxnard Tennis Center with six full-time tennis and pickleball professionals and eight part-time professionals. Agape provides comprehensive pickleball programming for players of all ages and abilities. Oxnard Tennis Center has an active database of 1,614 participants and 587 of those are active pickleball players. Specifically at Oxnard Tennis Center, we offer pickleball camps, clinics for all levels, private and group private lessons, tournaments, court reservations, round robins, socials, pickleball orientation classes for brand new players, and leagues three nights a week. We have also hosted Pickleball Open Houses and Pickleball Parties to introduce new players to the sport. At least twice a year, we offer these type of community pickleball events for free.

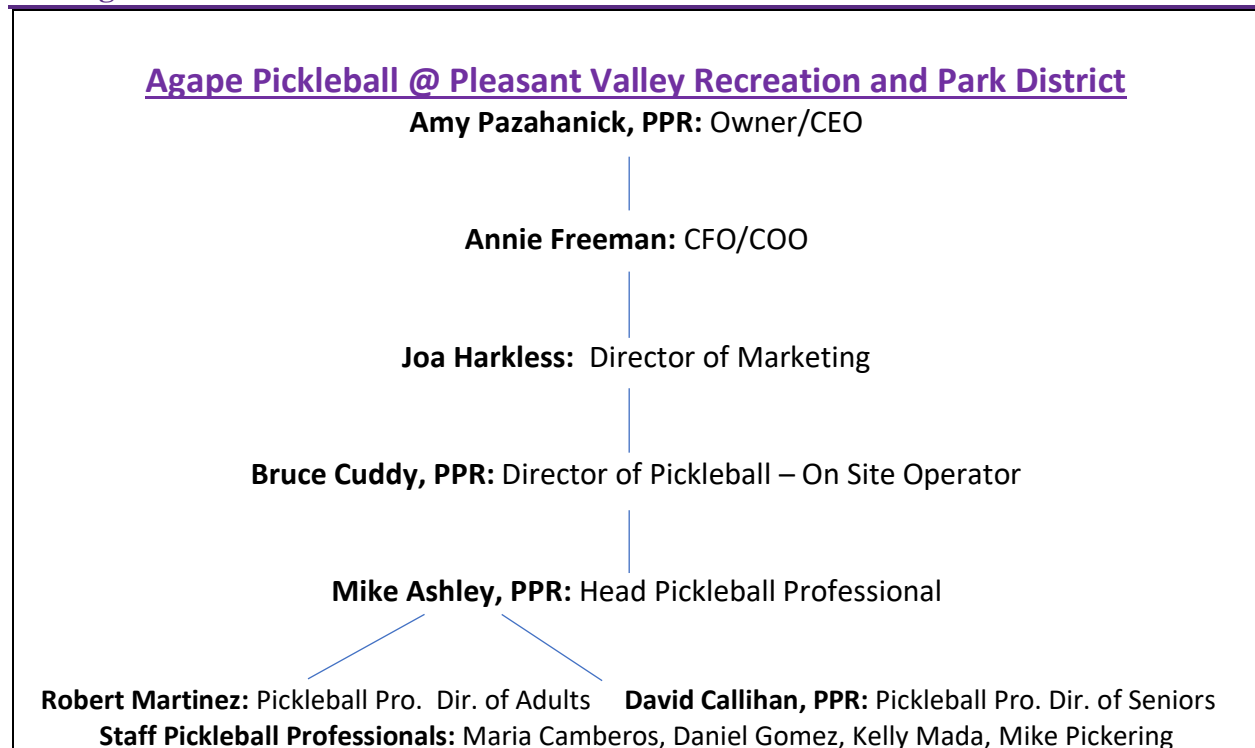
City of Fountain Valley, California: Agape contracts with the City of Fountain Valley to manage the Fountain Valley Tennis and Pickleball Center. Agape manages every aspect of the Fountain Valley Tennis and Pickleball Center. The ten-acre complex has 11 hard surface tennis courts, four dedicated pickleball courts, eight permanent lined pickleball courts, two hitting backboards, and a 1,000-square-foot clubhouse. The clubhouse includes a retail area, snack bar, administrative office space, storage, and restrooms. Agape has 12 full-time tennis and pickleball professionals as well as 12 part-time professionals at the Fountain Valley Tennis and Pickleball Center. Fountain Valley Tennis and Pickleball Center has an active database of 5,465 participants and 1,908 of those are pickleball players who have played in our tennis and pickleball programs in the last 16 months. Agape has hosted PPR certification trainings at Fountain Valley Tennis Center. Agape is also host to multiple sanctioned and non-sanctioned pickleball tournaments in Orange County. To name a few successful tournaments, in 2021, Agape hosted the West Regionals Pickleball Event with 1,300+ participants, this February Agape is hosting the OC Pickleball Open in partnership with the California Pickleball Association (CAPA) with over 450+ participants, in November 2022 Agape hosted our local firefighters in a Charity Pickleball Tournament with 80+ participants with proceeds going to local charity. Specifically at Fountain Valley, we offer pickleball camps, clinics for all levels, private and group private lessons, open play, sanctioned and non-sanctioned tournaments, round robins, junior pickleball, fun socials, and leagues six days a week. Agape began managing this center in August of 2021.

ii. Professional Pickleball Registry (PPR) Certification

Agape CEO, Amy Pazahanick, has been a certified Professional Pickleball Registry (PPR) Coach since 2018. Ms. Pazahanick was selected as a featured speaker at both the West and East Coast PPR Conferences in 2022 in Palm Springs, CA and in 2023 in Hilton Head Island, SC. 80% of Agape's pickleball professionals are PPR certified.

3. Staffing

a. Organizational Chart



If awarded an agreement with the District, Agape will assign individuals who possess relevant experience and qualifications to fulfill key roles in providing the scope of work described by the District. Agape is open to working with and interviewing any pickleball coaches who are currently at the PVR&P District facilities. Résumés of proposed key personnel will be included as an appendix. All key coaching staff have PPR coaching certifications.

Amy Pazahanick (CEO), PPR certified, will be responsible for ensuring that operations fulfill the District’s objectives and Scope of Work. Ms. Pazahanick will provide leadership for center management and ensure that staff maintain high standards of customer service, quality instruction, facility maintenance, and fiscal management in keeping with Agape’s core values and organizational culture. She will also work directly with designated District officials and provide reporting and information to the District as described in the RFP’s Scope of Work. Ms. Pazahanick will ensure compliance with all established Agape policies and procedures described in this proposal for staffing the center with qualified employees, providing quality pickleball programs for all ages and player abilities, maximizing court use, securing/hosting tournament play, engaging with community partners, conducting marketing and outreach, creating pickleball opportunities for special populations, keeping equipment and facilities in optimal working order, ensuring that center landscaping and cleanliness contribute to a welcoming and safe environment, soliciting customer and community feedback and incorporating suggested improvements, and maintaining the utmost integrity in all financial accounting and reporting.

Ms. Pazahanick has overseen the execution of all aspects of services at tennis and pickleball centers Agape manages for private and municipal partners in accordance with contract

stipulations since 2012. She has ensured tennis center facilities, programs, and customer service meet or exceed expectations. She has performed all human resource functions, including training, hiring, and firing. She successfully collaborates and communicates with county/District officials and has ensured strong fiscal management and grown participation at all the Agape managed centers. Agape's growth since 2012 is a testimony to Ms. Pazahanick's leadership. In 2022, Ms. Pazahanick was selected as one of the City of Fountain Valley's Top Leaders, presented with the Kindness Award by the city council of Fountain Valley, and the organization was selected as the Public Pickleball Provider of the Year by the Professional Pickleball Registry (PPR), to name a few recent awards. More of Ms. Pazahanick's experience and qualifications can be found on her attached resume.

Annie Freeman (CFO/COO) will assist Ms. Pazahanick in overseeing Agape's compliance with all payment, reporting, and accounting responsibilities referenced in the District's Scope of Work. Ms. Freeman will also be responsible for providing Club Automation and customer service training for staff, ensuring compliance with hiring protocols (including conducting background checks), collecting data on center use and program engagement, preparing financial and statistical reports, supervising the on-site office manager, monitoring center/program profits and losses, processing payroll, and managing accounts receivable and accounts payable. Her responsibilities will fulfill items noted in the Scope of Work (Responsibilities of the Operator) for Operations; Staffing; Maintenance; and Payment, Reporting, and Accounting.

Ms. Freeman has managed all financial and operational aspects of Agape-managed tennis and pickleball centers since 2017. She has overseen training and the use of Club Automation software and POS system. She is responsible for data collection and management and reporting on all financial and operational statistics. She assists with customer service and staff training for a team of 75 plus coaches. Ms. Freeman also has experience in organizing and hosting social events, designing and distributing monthly newsletters, and overseeing fee collection from customers. She oversees the payments at three municipal locations and is very skilled in Microsoft excel and managing details. Additionally, she coordinates internal staff meetings with the administrative team and ensures top-rated customer service at all times. She is also responsible for creating many of Agape's processes and systems that have helped streamline efficiencies for the company. More of Ms. Freeman's experience and qualifications can be found on her attached resume.

Joa Harkless (Director of Branding) will be responsible for setting up the PVR&P social media presence and on Agape's website. She will be responsible for maintaining updated information on the website, promoting PVR&P via social media and other marketing avenues, conducting community outreach, promoting scholarship/fee assistance, establishing and maintaining positive and collaborative relationships with community and professional pickleball groups. Her duties align with Scope of Work.

Ms. Harkless has created and managed the Agape Brand since 2021. She manages Agape's various social media platforms, creates professional flyers, and coordinates all branding objective with the team. She regularly produces and edits content from the Agape coaches and puts tips online. She assists with website updates and the development of marketing and outreach materials to support all Agape-managed centers. She maintains regular and consistent communications with leadership

and staff to create awareness of marketing and branding needs. She will be instrumental in increasing brand awareness in new markets. Ms. Harkless also has administrative experience in managing tennis and pickleball pro shops. She manages inventory, stocks supplies, and cleans courts and facilities. She has years of experience completing administrative tasks including assisting with registrations, court rentals, lesson scheduling, and collecting payments. She also has experience in training new staff members how to manage Agape pro shops. More of Ms. Harkless's experience and qualifications can be found on her attached resume.

Bruce Cuddy (Director of Pickleball) PPR certified, will oversee all pickleball programming with PVR&P District. He will be responsible for hiring, training, and scheduling pickleball professionals and maintaining high-quality pickleball instruction as well as accessible pickleball opportunities for a variety of age groups and player abilities. He will lead development of innovative pickleball activities/programs and motivate staff and players. He will serve as a liaison to Agape's CEO and CFO/COO and provide them with comprehensive monthly reports. He will coach pickleball clinics and classes and develop/lead/coach pickleball programs, camps, and leagues. He will oversee ball shed organization, stocking of ball carts, stocking and maintenance of pickleball equipment. He will also serve as a role model for other staff and players by demonstrating Agape's core values of HEART and maintaining a positive environment. He will be responsible for providing excellent customer service and managing guest and staff complaints/concerns. He will actively promote PVR&P and seek partnership opportunities that benefit Pleasant Valley. These responsibilities fulfill Scope of Work. Bruce has a lot of experience that will help him be successful in this role. He is a certified pickleball professional with the Professional Pickleball Registry (PPR), a published author of *Pickleball In Perspective*, a Qualifier for 2021 National Pickleball Championships, a 2019 Alabama Singles Champion, a United States Pickleball Association Ambassador, and has 35+ Years of Sales and Marketing training in major corporations.

Mike Ashley, PPR certified will serve as the **Head Pickleball Professional**. In coordination with the Pickleball Director, he will assist in overseeing the pickleball operations and programming. He will assist in maintaining high-quality pickleball instruction as well as accessible pickleball opportunities for a variety of age groups and player abilities. He will assist development of innovative pickleball activities/programs and motivate staff and players. He will coach pickleball clinics and classes and help develop/lead/coach pickleball programs, camps, and leagues. He will assist in ball shed organization, stocking of ball carts, stocking and maintenance of pickleball equipment.

Coach Mike currently oversees over 375 Pickleball players with the City of Oxnard with Agape. He successfully runs pickleball leagues, clinics, and round robins. Coach Mike is well known and liked in the local pickleball community and has a successful track record of growing programs both in Oxnard, California. Mike brings a lot of wealth of experience including:

- PPR Certified Pickleball Instructor.
- 4.5 rated pickleball player.
- 5.0 rated tennis player.
- 4 years of pickleball playing experience.
- Multiple tournament gold medals.
- Member of Camarillo Pickleball Club.

- Current coach for the PVRPD and Agape
- Volunteer experience for Camarillo Pickleball Club tournaments.

Robert Martinez and David Callihan, PPR certified will have similar responsibilities as they work with their respective player populations as **Lead Pickleball Professionals** for adults and seniors. These key staff will oversee all programming/activities under their designated specialty area, including developing creative and engaging age- and skill-appropriate classes, clinics, drills, league and tournament play, camps, and social activities/events. They will ensure appropriate player development and move players from program to program as they progress. They will inspect equipment and courts to ensure safety and notify the head professional of any needed repairs/replacements. They will maintain accurate and complete player information in Club Automation. They will develop and implement a teaching focus for each program and establish and monitor key performance metrics for their specialty areas. They will oversee all court assignments and work collaboratively with one another and with the Director to maximize court use and adhere to the District's requirements for court access. They will model Agape's core values of HEART and be engaged in community activities that promote goodwill and attract guests to PVR&P.

Mr. Martinez and Mr. Callihan both have a wealth of pickleball coaching and playing experience. Coach Robert Martinez started in racquetball in 1983 and became a staff member of LA Fitness. He helped create World Outdoor Racquetball (WOR) and grew WOR to a national tour across USA. He catered to pros and amateurs and grew LA Fitness's member base and the sport. His long background in paddle sports has lead him to have success on the pickleball courts. *His pickleball career highlights include:*

- ✓ Lead Pickleball coordinator at Anaheim Tennis and Pickleball Center in 2021
- ✓ Created programming and built the members base to approximately 350 players
- ✓ He has coached hundreds of private lessons, group lessons, and drill sessions to pickleball players of all ages and ability levels
- ✓ Hosted round robin play, fixed team challenges and flex play at ATPC
- ✓ He is passionate, energetic, and motivated to grow Agape Pickleball
- ✓ Medaled numerous times at the 4.5+ levels in sanctioned tournaments

Mr. Callihan's pickleball highlights includes the following:

- ✓ Pickleball Director at Agape at Fountain Valley Tennis and Pickleball Center, where he coaches group classes, private lessons, round robins, and mixers. He coordinates pickleball programming and staff's classes at FVTP
- ✓ He created and runs highly successful pickleball leagues at FVTP 5 nights a week
- ✓ Runs and coordinates pickleball events and fundraisers
- ✓ Ran charity pickleball event for the City of Fountain Valley Fire Department
- ✓ 2018 Became Certified Pickleball Coach with PPR.
- ✓ 2018- Current competed and medaled in numerous sanctioned pickleball tournaments

4. References

a. Reference List

DeKalb County, Georgia

David Flaherty, Recreation Manager for DeKalb County, Georgia, can provide information regarding Agape's work under this contract at:

470-633-5601 (cell), 954-593-2999 (work), or dflaherty@dekalbcountyga.gov

Revenues from participation at DeKalb Tennis Center from 2021 are \$1,187,877 million and are \$1,278,899 from 2022. Agape has contracted with DeKalb County since February 2017.

City of Oxnard, California

Renee Rakestraw, Oxnard's Assistant Director of Community Services, can provide information regarding this contract at:

805-890-5291(cell), 805-385-7995(work), or renee.rakestraw@oxnard.org.

Terrel Harrison, Oxnard's Community Services Director can also provide information at: (805) 385-7995 or terrel.harrison@oxnard.org.

Revenues from participation from 2022 are \$204,346. Agape has contracted with the City of Oxnard since January 2022.

City of Fountain Valley, California

Christie Araiza, Fountain Valley's Recreation Manager, can provide information regarding Agape's work at:

714-745-9202 (cell), or 714-839-8611 (work), or christie.araiza@fountainvalley.org

Rob Frizzelle, Community Services Director, can provide information regarding Agape's work under this contract at:

714-465-8273 (cell), or 714-593-4449 (work) or Rob.Frizzelle@fountainvalley.org

Revenues from participation from 2022 are \$806,721. Agape has contracted with the City of Fountain Valley since August 2021.

b. Examples of Past Work

Operation of Pickleball Program at DeKalb Tennis Center

Agape started the operation of the pickleball program at DeKalb Tennis Center (DTC) in 2018 and is currently still operating this facility. Agape has grown pickleball at DTC to include ten pickleball courts and a team of 6 full time pickleball professionals and 4 part time pickleball professionals. We have a database of more than 2,250 pickleball players that we serve in our programs on a regular basis. Since 2018, we have served more than 9,000 pickleball players in camps, tournaments, events, classes, and special events at DTC. Agape has hosted PPR certification trainings at DeKalb Tennis Center numerous times. Agape is also host to the Georgia Pickleball Association tournaments, USA Senior Pickleball tournaments, Atlanta Pickleball Championships, and multiple other local pickleball tournaments. We have also had touring pickleball professionals including Riley Newman, AJ Koller, Callie Smith, and Sarah Ansboury give camps at DTC for players of all levels. Specifically, we offer pickleball camps, clinics for all levels, private and group private lessons, tournaments, a monthly open play program, Friday night round robins, junior pickleball, fun socials, and leagues for all levels four nights a week! We have a very active and full program on a regular basis. The community has been extremely receptive of the programs and operations of pickleball at DTC. We continue to hire more pickleball professionals and increase

programming to keep pace with the continued demand and growth of pickleball at DTC. The increase in participants, coaches, and programs speaks to the community involvement.

Operation of Pickleball Program at Fountain Valley Tennis & Pickleball

Agape started the operation of the pickleball program at Fountain Valley Tennis & Pickleball (FVTP) in 2021 and is currently still operating this facility. Agape has grown pickleball at FVTP to include twelve pickleball courts and a team of 4 full time pickleball professionals and 6 part time pickleball professionals. We have a database of more than 1,900 pickleball players that we serve in our programs on a regular basis. Since 2021, we have served more than 5,400 pickleball players in camps, tournaments, events, classes, and special events at FV. Agape has hosted PPR certification trainings at Fountain Valley Tennis & Pickleball Center. Agape has also been host to the California Pickleball Association tournaments (CAPA), USA Pickleball tournaments, DUPR events, and multiple other local pickleball tournaments and events. Specifically, we offer pickleball camps, clinics for all levels, private and group private lessons, open play, sanctioned and non-sanctioned tournaments, round robins, junior pickleball, fun socials, and leagues six days a week. The community has been extremely receptive of the programs and operations of pickleball at FV. We continue to hire more pickleball professionals and increase programming to keep pace with the continued demand and growth of pickleball at FV. The increase in participants, coaches, and programs speaks to the community involvement.

5. Scope of Work

a. Understanding of the Nature and Extent of Services Required

Agape fully understands the District’s objectives for a pickleball program operator. The District desires to contract with a provider to operate pickleball programs in a financially responsible manner that optimizes center use, maintains a positive working relationship with the District and with patrons, maximizes the courts as a recreational benefit, and serves a diverse player community with quality programs. Agape will help the District meet all stated objectives by providing high-quality and innovative programming for all socioeconomic backgrounds, prioritize customer satisfaction and ease of use/center accessibility, adhere to high standards of maintenance for all courts, increase programming options, and ensure responsible and transparent financial accounting and reporting.

b. Agape’s Programming Approach

Agape will create a seasonal schedule of programs. The leagues, classes, lessons, open play, and clinics will run year round in 3 big seasons. We have a Winter/Spring season that runs from January – May, a Summer season that runs in June and July, and a Fall season that runs from August – December. We create these schedules at least two months in advance. We make our event and tournament schedules annually. Once the schedules are complete, they are programmed into our software, Club Automation. Club Automation is our software that provides technology resources for online customer interaction, monitoring of customer demographics and contact information, online registration and court reservations, customer-facing communications, and data collection and reporting capabilities. Club Automation is also a point of sale product that allows Agape to track all revenue streams and sync with QuickBooks for financial analysis and provides human resources functions to support payroll processing. The table below outlines the data collection and reporting capabilities of Club Automation.

Club Automation Standard Data Collection and Reporting Capabilities			
Member Reports	Financial Reports	Operational Reports	Utilization Reports
<ul style="list-style-type: none"> ✓ Activity Enrollment ✓ Check-in Breakdown ✓ Check-in ✓ Check-in Summary ✓ Childcare Attendance ✓ Contracts ✓ Leagues ✓ Member Usage ✓ Membership Prospecting ✓ Membership Prospecting Tasks ✓ No Private Lessons ✓ Online Membership Purchases ✓ Permanent Court Time ✓ Ratings ✓ Registrations ✓ User Details ✓ User Group Dynamics ✓ User Group Statistics 	<ul style="list-style-type: none"> ✓ Accounting Aging ✓ Accounting Batches ✓ Accounting Group Audit ✓ Accounting Groups ✓ Accounting Groups by Member ✓ Audit ✓ Camp Revenue ✓ Charges ✓ EFTs ✓ Expected EFT Collection ✓ Gift Card Deferred Revenue ✓ Gift Card Management ✓ Item Accounting Mapping ✓ Master Billing ✓ POS ✓ Package Deferred Revenue ✓ Package Management ✓ QuickBooks Journal Export ✓ Refunds ✓ Revenue ✓ Sales Tax ✓ Tips ✓ Transaction Search 	<ul style="list-style-type: none"> ✓ Activity Details ✓ Activities ✓ Batch Operations ✓ Daily Payroll Review ✓ End of Day Review ✓ GroupEx Package Audit ✓ Hourly Payroll ✓ Hours Worked ✓ Individual Package Audit ✓ Inventory Adjustment History ✓ Inventory Adjustment ✓ Inventory ✓ Notes and Docs ✓ Payroll ✓ Time Clock ✓ Unsettled Payroll 	<ul style="list-style-type: none"> ✓ Message Archive ✓ Pro Shop Sales ✓ Rackets to be Strung ✓ Resource Cancellation ✓ Staff Session Revenue ✓ Strung Rackets

Once classes are programmed into Club Automation, they are then put on our website for customers to register. Customers are prompted to create their own account with Agape. Once a customer has an account, they can register for anything, see who is signed up for classes, and monitor their account. Customers can also put money on their account and store their credit card information securely. Club Automation allows Agape to manage small and large scale operations easily and efficiently.

Once our programs are online we will market our programs on all of our social media platforms and the local community platforms. Agape has more than 4,200 Instagram followers and more than 4,400 Facebook followers, and we use these platforms to reach our audience and grow awareness of and participation in our programs. We have an existing distribution list of close to 400 pickleball players that are in the Camarillo area that have played with Agape at Oxnard Tennis Center. We will make sure all of those players receive information about the new programs.

On an ongoing basis, Agape will offer pickleball programming that will increase center use and player volume. Additionally, throughout the life of the contract Agape will take the following actions (methodology is provided in other sections of this proposal, including staffing and community engagement approaches):

- ♥ Hire qualified and experienced pickleball professionals.
- ♥ Constantly innovate and introduce new programs and/or events each year.
- ♥ Maintain awareness of all industry trends to ensure Agape is on the leading edge of offering programming
- ♥ Maintain a strong online and social media presence.
- ♥ Emphasize professional development and encourage/facilitate professional development for staff.
- ♥ Develop processes/systems that create operational efficiencies specifically for PVR&P District.
- ♥ Adhere to Agape’s core values of HEART.

Agape’s dedication to our mission to enrich lives and communities through tennis and to our core values of HEART provides us a solid foundation from which we can grow, innovate, and consistently improve. Our clear core values and mission also demand that we maintain a leadership position in the tennis and pickleball industry and offer cutting-edge pickleball experiences at Agape-managed tennis centers.

Agape operates tennis centers with an ownership mentality, which means that we the experience we offer guests is a reflection of our company reputation. Staff take pride in maintaining facilities and equipment in optimal working order, are passionate about coaching and mentoring players of all ages and skill levels, and making Agape-managed centers spaces where all guests feel comfortable and safe. Agape will conduct daily cleaning and routine maintenance of all indoor and outdoor spaces for which Agape is responsible.

c. Programming Timeline

TABLE 1: TRANSITION TIMELINE AND MILESTONES	
TIME FRAME	MILESTONES ACHIEVED
June 1 – 14 Weeks 1 – 2	Complete personnel recruitment. Identify and purchase needed equipment and supplies for on- and off- court use. Develop programming plans, create schedules, and begin marketing efforts. Update Agape website to include a new page specific to PVR&P with all relevant information (pricing, programs, registration, policies, staff biographies, and information about Agape). Communicate with all transition stakeholders and educate about the transition process as appropriate and publicize Agape’s mission and vision among all stakeholders. We will be open and able to do

TABLE 1: TRANSITION TIMELINE AND MILESTONES	
TIME FRAME	MILESTONES ACHIEVED
	business the first day of the contract.
June 14 -21 Weeks 2 – 3	Confirm that all employees and contractors have signed contracts and begin Agape onboarding process for new employees, including a review of policies and team meetings to review scheduling commitments, culture, systems, procedures, and policies. Begin Club Automation or needed software setup by obtaining existing customer lists and identifying new customers. Enter information into Club Automation and build the online registration, court reservation, and reporting systems in Club Automation. Publish new program information on the Agape website and notify players of online registration processes. Market all programming.
June 1 – 30 Weeks 1 – 4	Continue communications with existing and new customers. Continue ongoing registrations for new programming. Introduce new staff to center customers and confirm all updates to the Agape website are accurate.
June 1- 30 Weeks 1 – 4	Communicate with the District as needed. Continue to market programming. Communicate all polices, prices, registration, and programming to customers. All necessary equipment is in place and work areas are clean and organized, including ball sheds and other storage areas. Promote upcoming events, tournaments, etc.
June 21 – July 5 Weeks 3 – 5	Complete all Club Automation (or software) setup to be fully functional, including processing payments. Have an accurate and updated distribution list of customers; review previously booked scheduling of events and tournaments and communicate as needed. Begin booking new events, continue to market all programming, remind staff of roles, their schedules, expectations, and all systems and processes. Hold another training and orientation meeting to continue team-building efforts and familiarity with Agape and District policies.
June 21 – July 12 Weeks 3 – 6	Complete any final moving or cleaning activities. Test software systems and review staff rosters and schedules to ensure adequate coverage and operations. Continue building relationships with customers to make the transition seamless and make them aware of new programs and systems. Communicate with the District regarding the status of all operations and functions, including website updates and online customer registrations and scheduling, contractual agreements, onboarding of employees, set up of social media accounts, and impact/progress of marketing efforts.
Week 1 and ongoing	Customers are signed up and ready to play, start building relationships, treat every day of the contract like Day One
July 8	Host FREE Grand Opening Party to include free pickleball drills, a meet and greet with all the coaches, festivities with grilled hamburgers and hot dogs, a DJ, cotton candy and popcorn machines, giveaways and prizes, and a raffle. Create instant goodwill and get to know the community. We will invite community leaders, all current and new pickleball players, local businesses, and vendors to join the fun.

d. Standards and Methods to Assure Quality Deliverables

Through our experience in managing public centers, Agape has also developed standard operating procedures (SOPs) that, along with our core values, guide all business functions, including customer service, communications and marketing, guidelines for managing all direct tennis activities, community outreach and engagement, and every functional area of pickleball center management. We offer the District a general management philosophy that yields growth in center use based on providing an excellent customer experience and a dedication to serving diverse populations and community needs. Agape will continue to implement our general management

philosophy to help the District achieve its goals and to provide value for all stakeholders. Agape’s general management philosophy is built upon the following tenets:

- ♥ Value-Added Service Approach—We are serious about pickleball, but also understand that having fun and building friendships while developing adds value to the customer experience, which, in turn, adds value to our partnerships for center management by building a stronger sense of community and increased profitability.
- ♥ Excellence—Agape has high standards for staff. We expect demonstrated skills and proficiencies related to job duties and expect team members to participate in ongoing personal and professional development that lead to excellence in coaching and customer service.
- ♥ Responsibility and Accountability—Agape expects all staff to be responsible and accountable team members. This commitment means that staff take ownership and understand the impact of their roles as coaches, customer service representatives, and managers and that the company as a whole is a responsible and transparent business partner.
- ♥ Innovation and Collaboration—Agape encourages staff and guests to help us develop innovative services and collaborate with internal and external partners.

Agape has also identified the following top eight management practices that we incorporate into our daily work, and these best practices will ensure success in conducting the Scope of Work required by the District:

- ♥ Agape’s success depends on our people and our culture, so we intentionally recruit qualified staff who will adhere to and reflect our core values.
- ♥ People are our most important resource, so we routinely collect feedback from all stakeholders and take action based on that feedback.
- ♥ To sustain organizational vision and mission, maintain a high-level overview of operations in addition to managing daily tasks.
- ♥ Evolve or die.
- ♥ Tackle challenges by being specific about problems rather than generalizing.
- ♥ Ensure clear reporting lines and delineation of responsibilities. Share an organizational chart and ensure that everyone understands expectations.
- ♥ Keep an open mind, which is essential for innovation and organizational growth. Be determined, which is essential for successfully carrying out organizational plans.
- ♥ Develop “bench strength” to grow leadership capacity and help others achieve success.

e. Addressing Deficiencies in Quality Control

Agape’s business culture is customer-centered, so our team seeks customer input and acts on customer suggestions. We have implemented patron advisory boards successfully at other centers under our management and will develop an advisory board for Pleasant Valley. We will conduct advisory board meetings to facilitate direct feedback from a diverse cross-section of customers, players and community partners. After each meeting, Agape will compile a list of action items based on feedback so we can implement new ideas/approaches or study the best ways to incorporate feedback. Agape will also invite participation from community-based nonprofits so that we may hear their recommendations for being a fully-engaged community partner.

On our website and throughout our facilities, we also post a QR code that can be scanned to easily provide us with feedback. Anytime someone fills out the feedback form, the feedback is given directly to the appropriate coach or staff member that it is referencing. The coach or staff member has an opportunity to address the issue after discussing it with the Pickleball Director.

If deficiencies arise, we always address, adjust, and/or create solutions. From the feedback we get we have created procedures, tools, and policies as needed. For example, for players to know which classes to register for, we have a very clear form we give our customers (that is also on the website) to help them know their skill level.

Another tool that specifically helps our coaches provide the best quality is that they have access to TennisDrills.TV to give our coaches access to 2,000+ drills (e.g., singles drills, doubles drills, serving drills, dead ball drills, ball machine drills, large group drills for 8-12 players, junior drills, junior private lesson drills, junior warm up drills, and other lesson plans). These drills are very relevant to pickleball and easily transfer. Coaches earn certifications after participating in online sessions, and this learning opportunity ensures fresh, fun, and innovative content for center guests. We use TennisDrills.TV to develop Agape's Drill of the Week. We pick a certain drill from the website and send it to all Agape coaches to implement that drill into their classes that week. We also use TennisDrills.TV to offer quarterly professional development opportunities whereby Agape leadership assign certain courses from the more than 80 courses available. The partnership also allows us to provide coaches with drill reviews via Zoom where coaches in different locations can review drills together, and we also offer a Pro Drill Exchange that allows coaches to work together on the court to demonstrate drills to one another and discuss what they like about that specific drill. The Pro Drill Exchange can also be an option to engage PVR&P guests in working with coaches as they practice the drills, and this option can generate additional revenue.

Agape also has a policy of responding within 24 hours to any customer issue so that guests know we are here to serve them and are always listening and responsive. In management of other centers, a full 70% of what we implement occurs as a direct result of customer feedback, and feedback from community members and patrons alike help Agape anticipate and respond to emerging industry trends and develop programs that meet or exceed guests' expectations.

f. Subcontract Work

None of the work performed in this agreement will be subcontracted.

g. General Overview of Approach

i. Maximizing Pickleball Programming

Agape will maximize pickleball programming by offering programming options for a wide variety of players. We are able to do this in part because of our diverse coaching staff who are each unique in their strengths and skill sets, but who together make a great team. For example, some of our coaches prefer to focus on beginner and newer level players, whereas some other coaches prefer to offer programs for more advanced players. We have experience in offering something for everyone in the community from beginner to recreational to competitive tournament players. We also have experience in offering a lot of different types of programs. Agape has had success offering the following programs:

- ✓ Beginner Clinics
- ✓ Emerging Beginner Clinics
- ✓ Emerging Intermediate Clinics
- ✓ Intermediate Clinics
- ✓ Advanced
- ✓ Shot Clinics
- ✓ Live Ball
- ✓ Pickleball Leagues:
 - Senior Leagues
 - Ladder Leagues
 - Mixed Doubles Leagues
 - Level Leagues, 2.5 level – 4.5
- ✓ Open Play – Monthly Plan
- ✓ Junior Pickleball
- ✓ Private and Group Private Lessons
- ✓ Round Robins
- ✓ Tournaments
- ✓ Socials
- ✓ Summer Camps
- ✓ Specialty Camps

Many of our coaches are experienced at running tournaments, events, leagues, and socials. Agape Pickleball leagues have been a big success at all of our locations and we will continue those at PVR&P District courts. Our leagues are inclusive of seniors, ladies, all skill levels, men, and mixed divisions. Additionally, we also have partnerships with third party vendors who have expertise in running large sanctioned tournaments. We will also have pickleball camps. These are fun for “Guest or Professional Coaches” who may be in the area to offer some camps for our customers. We have successfully run pickleball camps at all of our locations. We will also regularly run pickleball “parties” and various holiday themed mixers as part of our programming. Twice a year we will run a free community pickleball event. This is a great way for new players to get involved and to create comradery among existing players.

ii. Enhancing Community Access to the Courts

Agape can provide discounted and/or free court times during off peak hours. We can also provide discounted or free court usage at certain parks and reservations at other parks, since there are at least three available parks with courts. For example, Monday – Friday 1-3PM at all locations courts can be free. Saturdays at Pitts Ranch Park courts can be free. Sundays at Springville Park courts are free. The community will enjoy having a reservation system in place that guarantees them to have managed courts for a designated amount of time. Agape can easily control and manage which locations and at what times can be free, discounted, or paid. In addition to court fees, Agape will also have free community events, as well as free “demo” classes available. The community will have access to courts, the ability to reserve courts, and access to first class programs, events, clinics, tournaments, and more.

iii. Maintaining Courts

- ♥ Hire, supervise, and compensate an adequate number of qualified to assist with maintenance as needed
- ♥ Conduct court maintenance as needed to ensure guest safety and satisfaction. This will include cleaning courts, sweeping and blowing, and clearing general debris, power washing, and touching up lines and striping on a regular basis
- ♥ Conduct maintenance of the areas outside of the courts as needed to ensure safe and efficient operations and a clean and welcoming environment. This will include cleaning restrooms when needed and taking care of small repairs.
- ♥ Maintain the shrubs and landscaping inside the fenced areas.
- ♥ Meet the Districts standards for any on-site use and maintenance of storage units.
- ♥ Inspect the facility and courts on a routine basis and report any concerns
- ♥ Notify the District when lights need replacing
- ♥ Provide day-to-day custodial and basic maintenance services

iv. Engaging the Community and Growing Interest in Programming

To increase growing interest and engage the community Agape will do the following:

- ♥ Offer a Bi- Monthly Pickleball Orientation Class
- ♥ Offer programming that is inclusive of everyone to include:
 - ✓ Beginner Clinics
 - ✓ Emerging Beginner Clinics
 - ✓ Emerging Intermediate Clinics
 - ✓ Intermediate Clinics
 - ✓ Advanced
 - ✓ Seniors only Clinics
 - ✓ Shot Clinics
 - ✓ Live Ball
 - ✓ Pickleball Leagues:
 - Senior Leagues
 - Ladder Leagues
 - Mixed Doubles Leagues
 - Level Leagues, 2.5 level – 4.5
 - ✓ Open Play – Monthly Plan
 - ✓ Junior Pickleball
 - ✓ Private and Group Private Lessons
 - ✓ Round Robins
 - ✓ Tournaments
 - ✓ Socials
 - ✓ Specialty Camps
- ♥ Have 2 local charity events per year with the proceeds going to a nonprofit in the community

- ♥ Have 2 free large scale pickleball Community Parties per year where we invite everyone from the community out and offer free drills, games, prizes, food, drinks, music, vendors, etc.
- ♥ Participate in Pleasant Valley Park and Recreation District events
- ♥ Partner with local nonprofits, businesses, and people
- ♥ Social media marketing specific to the Camarillo and surrounding communities
- ♥ Email, print, and social media marketing advertisements
- ♥ Create Pleasant Valley Park and Recreation Districts own page on our website at www.agapetennisacademy.com
- ♥ Engage local schools to grow youth pickleball

iv. Maximizing Community Access and Programming through Technology

Agape has a Director of Marketing that proactively promotes all activities on our social media pages and website. Agape's website www.agapetennisacademy.com is updated constantly to include all programs, news, and updates to the community. The public will be able to easily see and sign up online for all program offerings. Additionally, if wanted, Agape can allow the public to reserve courts online. Pleasant Valley will have its own page for all Pickleball Programs.

In addition to our website, Agape is very active on social media. We have over 4,200 followers on Instagram and over 4,400 followers on Facebook. We successfully leverage social media to communicate with players, increase brand awareness, and connect with the local community. Our staff professionals produce short blogs, articles, tips, photos, and videos to share on social media, and we use social media along with our website to manage our brand and community image, praise players' accomplishments, provide helpful information, spread the word about special events and programs, and generate positive energy and enthusiasm among staff and guests. The Director of Marketing will post targeted social media messages and/or run targeted social media ads on a weekly basis to promote play to the Community.

As mentioned previously, Agape subscribes to Club Automation software as a management tool. Agape will use Club Automation to manage all sales, reservations, registrations, and payments. Club Automation allows guests to register and make payments online. Customers can create online accounts and can easily see when courts are available and make reservations. The software also allows Agape to send notifications via text and email in the event of inclement weather or changes to scheduling if needed. Customers appreciate the ease of making court reservations and staying updated on any changing conditions with Club Automation; however, customers will also be able to make reservations via phone and while on site. From a management standpoint, the software provides tracking capabilities so the administrative team can readily see which lessons or reservations have been paid, manage all coaches' schedules, and monitor center use by user demographics (e.g., age) and type of use (e.g., lessons or league play). The software also provides point of sale tracking for ease of analysis and reporting. Agape uses this software at other municipal centers under company management and has had positive customer feedback. Agape logs revenue collected from all sources (e.g., pro shop sales, lesson fees, concessions, and rental fees) daily into Club Automation, and will provide this information to the City each month along with monthly rent payments.

h. Objectives/Tasks Necessary for Successful Programming

Tasks that are imperative to the continued success of Agape Pickleball include the following:

- ♥ Hire qualified and experienced pickleball professionals.
- ♥ Constantly innovate and introduce new programs and/or events each year.
- ♥ Maintain awareness of all industry trends to ensure Agape is on the leading edge of offering programming
- ♥ Maintain a strong online and social media presence.
- ♥ Emphasize professional development and encourage/facilitate professional development for staff.
- ♥ Develop processes/systems that create operational efficiencies specifically for PVR&P District.
- ♥ Adhere to Agape’s core values of HEART (Honesty, Excellence, Attitude, Responsibility, Teamwork)

Agape’s dedication to our mission to enrich lives and communities through pickleball and to our core values of HEART provides us a solid foundation from which we can grow, innovate, and consistently improve. Our clear core values and mission also demand that we maintain a leadership position in the pickleball industry and offer cutting-edge pickleball experiences at Agape-managed centers.

6. Project Budget & Other Financial Information

i. Cost and Programming

1. Overview of Anticipated Expenses and Revenue

Agape Tennis Academy has extensive experience managing public pickleball courts. Using our Club Automation software, we have been able to track our revenues and expenses to create realistic operating models for every center we manage. We are able to estimate the amount of profits we can produce per pickleball court based on the demographics of each area. The numbers below reflect our operations in the first four years of business. The final numbers will be determined by the exact number of pickleball courts that we will be managing each year.

**The fee paid to the District will vary based on actual gross revenues produced.*

Without Freedom Park

Year 1

Gross Revenues:	\$184,000
Expenses:	
Operating Costs	\$88,000
Fee to the District	\$13,360
Total Expenses:	\$111,360
Net Profit:	\$62,640

Year 2

Gross Revenues:	\$217,000
Expenses:	

Operating Costs	\$128,000
Fee to the District	\$19,950
Total Expenses:	\$167,950
Net Profit:	\$69,050

Year 3

Gross Revenues:	\$238,000
Expenses:	
Operating Costs	\$140,000
Fee to the District	\$27,480
Total Expenses:	\$169,480
Net Profit:	\$70,520

Year 4

Gross Revenues:	\$273,000
Expenses:	
Operating Costs	\$162,000
Fee to the District	\$35,910
Total Expenses:	\$197,910
Net Profit:	\$75,090

With Freedom Park

Year 1 *Assuming less courts

Gross Revenues:	\$362,000
Expenses:	
Operating Costs	\$268,000
Fee to the District	\$32,480
Total Expenses:	\$300,480
Net Profit:	\$61,520

Year 2 *Assuming courts have been built out

Gross Revenues:	\$500,000
Expenses:	
Operating Costs	\$367,800
Fee to the District	\$58,600
Total Expenses:	\$426,400
Net Profit:	\$73,600

Year 3

Gross Revenues:	\$550,000
Expenses:	
Operating Costs	\$396,000
Fee to the District	\$70,200
Total Expenses:	\$466,200
Net Profit:	\$83,800

Year 4

Gross Revenues:	\$630,000
Expenses:	
Operating Costs	\$430,000

Fee to the District	\$96,900
Total Expenses:	\$526,900
Net Profit:	\$103,100

2. Cost by Program

Below is a list of projected fees:

- ♥ **Court Fees:**
\$12/hour per *court* BEFORE 6pm (\$3/person for doubles)
\$16/hour per *court* AFTER 6pm (\$4/person for doubles)
- ♥ **Equipment Rentals:**
Free
- ♥ **Private Lessons:**
Hourly rate for specific coach: \$65-\$85/hour
Private hitting lesson: \$55/hour
- ♥ **Adult/Junior Group Drills:**
1 hour: \$18, 1.5 hours: \$27, 2 hours: \$36
- ♥ **Pickleball Leagues:**
\$60/ 5 week season
\$75/ 6 week season
\$90/ 7 week season
- ♥ **Tournament Fees:**
\$12/hour/court for rentals for outside groups
\$40 Non-Sanctioned
\$45 Sanctioned
- ♥ **Camp Rates:**
\$15/hour
- ♥ **Special Event Pricing:**
\$10-\$15/hour
- ♥ **Pickleball Open Play:**
\$30/month (unlimited at specified times) (MWF)

3. Options for Revenue Sharing

Without Freedom Park

- ♥ Year 1 - \$500 flat monthly + 4% profit
- ♥ Year 2- \$800 flat monthly + 5% profit
- ♥ Year 3 - \$1,100 flat monthly + 6% profit
- ♥ Year 4 - \$1,400 flat monthly + 7% profit

With Freedom Park

- ♥ Year 1 - \$1,500 flat monthly + 4% profit
- ♥ Year 2- \$2,800 flat monthly + 5% profit
- ♥ Year 3 - \$3,100 flat monthly + 6% profit
- ♥ Year 4 - \$4,400 flat monthly + 7% profit

ii. Disclosures

Agape warrants the firm has no negative history to report. Additionally, Agape warrants that neither the firm nor any proposed key personnel listed in this proposal have any current or past business or personal relationships with any officer and/or employee of this District.

7. Required Attachments



certifies that according to the guidelines and standards established

Amy S. Pazahanick

has completed all requirements and is a

Certified Coach

PPR certification is valid

September 2020 - August 2024


Dan Santorum, CEO


Hemel Meghani Cosme, Chair

Official Education & Certification Partner of 

8. Appendix of Resumes

Amy Pazahanick, PTR, PPR, PPTR
CEO

Agape Tennis Academy, LLC

8 Gema

San Clemente, CA 92672

amy@agapetennisacademy.com

(678) 333-5934



Employment History

1/2012 – Present Owner and CEO Agape Tennis Academy, LLC Atlanta, GA/ San Clemente, CA	Oversee the execution of all aspects of services at tennis and pickleball centers Agape manages for private and municipal partners in accordance with contract stipulations. Ensure tennis and pickleball center facilities, programs, and customer service meet or exceed county expectations. Perform all human resources functions, including training personnel. Collaborate and communicate with county/District officials. Ensure strong fiscal management and grow participation at the center.
2/2012 – 12/2016 White Columns Country Club Milton, GA	Directed all tennis operations. Hired, trained, and maintained staff. Oversaw business operations, marketing, programming, maintenance. Conducted monthly meetings with the general manager.
5/2008 – 2/2012 Director, Junior Development Silvia Tennis Academy Alpharetta, GA	Oversaw junior tennis program of approximately 300 players. Directed, scheduled, and trained staff professionals. Designed and implemented all summer camps, tournaments, and special programs. Built focus on skills development in fun setting. Taught private lessons for all ages.
5/2006 – 8/2006	Assistant Tennis Professional at Woodmont Country Club Canton, GA
5/2004 – 8/2004	Independent Tennis Professional
6/2004	Tennis Instructor/Camp Leader at Nike Tennis Camp William and Mary College
5/2003 – 6/2003	Tennis Instructor/Camp Leader at Nike Tennis Camp University of Georgia

Notable Accomplishments and Awards

- 2022 Agape Selected as the Provider of the Year for Municipal Facilities by the PPR
- 2022 Kindness Award for the City of Fountain Valley presented by City Council
- 2022 Voted Top 15 Finest Leaders for the City of Fountain Valley
- 2020, 2021 Agape voted Best of Decatur, Georgia
- 2019 Agape Voted as Organization of the Year by Tennis Media Magazine

Amy Pazahanick, PTR, PPR, PPTR
CEO

Agape Tennis Academy, LLC

8 Gema

San Clemente, CA 92672

amy@agapetennisacademy.com

(678) 333-5934



- 2018 President of the 3 to 5 Club for Business Owners
- GPTA's 2017 Georgia Tennis Director of the Year
- GPTA Named Agape Tennis Academy its 2017 10U Program of the Year
- Three-time published author with Visionary Insight Press
- Named Program of the Year with Silvia Tennis Academy
- Division I Collegiate Athlete and 4-year Dean's List Scholar

Education

Bachelor of Recreation and Sports Management and Academic All-American
Coastal Carolina University, Conway, SC

1/2008 – 5/2008 Full-time Internship at Riverfront Tennis Center, Conway, SC

Certifications

USPTR Certified Tennis Professional
PPR Certified Pickleball Professional
PPTR Certified Platform Tennis Professional
USTA Sports Science
USTA High Performance Coaching Program
Human Performance Institute for Mental Toughness
Mikki Williams Speakers School

Additional Relevant Skills

Coaching and Mentoring of All Ages	Communications and Networking
Social Media and Community Marketing	Training
Program Design and Development	Community Involvement
Management	Organizational Development

Anne Marie Freeman
Chief Financial Officer/Chief Operations Officer

4461 Hopkins Lake Drive
 Duluth, GA 30096
 404-395-3662
annie@agapetennisacademy.com



Employment History

2017 – Present CFO/COO Agape Tennis Academy, LLC Atlanta, GA	Manage all financial and operational aspects of Agape-managed tennis centers. Oversee training and use of Club Automation software/POS. Responsible for data collection and management and reporting on all financial and operational statistics. Assist with customer service and staff training. Organize and host social events, design and distribute monthly newsletters, and oversee fee collection from members. Coordinate internal staff meetings and ensure top-rated customer service at all times.
2014 – 2016 Pro Shop Manager Berkeley Hills Country Club	Managed all financial transactions for the pro shop. Served as sales associate, managed front desk, and performed essential customer service functions. Assisted with collection of fees and processed food orders.
2001 – 2016 Pro Shop Manager Serious Tennis Atlanta, GA	Managed all financial aspects of the pro shop and served as customer liaison. Registered players and collected fees. Ensured operational standards were met.
Prior Experience	30+ years in the hospitality industry with a focus on financial and operational management and customer service.

Notable Accomplishments and Awards

- 2022 Agape received the Kindness Award for the City of Fountain Valley
- 2022 Agape selected as the Public Provider of the Year by the PPR
- 2019 Agape selected as Organization of the Year by Tennis Media Magazine
- Member of Winning Team for GPTA’s 2016 Community Outreach Program of the Year
- Nominated GPTA Volunteer of the Year
- Nominated for the Service to the Industry Award by the GA Professional Tennis Association

Education

Marquette University in Milwaukee, WI

Certifications

Growing Leaders for Life Workshop
 Toastmasters

Additional Relevant Skills

Expertise with Club Automation Software Data Collection and Reporting

Anne Marie Freeman
Chief Financial Officer/Chief Operations Officer

4461 Hopkins Lake Drive

Duluth, GA 30096

404-395-3662

annie@agapetennisacademy.com



Expertise with Microsoft Office Tools
Accounting and Bookkeeping
Proficient with QuickBooks

Leadership
Customer Service
Staff Management

Name: Joa Harkless

Position: Director of Branding

Phone Number: (404) 563-6034

Email Address: joah@agapetennisacademy.com

Education: Pursuing bachelor's degree in business administration from University of Metaphysics

Years and Type of Experience/Relevant Transactions:

11/2022 – Present Director of Branding for Agape Tennis Academy

Create and manage brand content across various social media platforms. Assist with website updates and development of marketing and outreach materials to support Agape-managed center operations. Maintain consistent communications with leadership and staff and awareness of marketing/branding needs.

1/2022 – 10/2022 Office Manager for Agape Tennis Academy, Atlanta, GA

Organized/managed pro shop, including managing inventory and restocking as needed. Maintained clean courts and facilities. Completed administrative tasks, including assisting with registrations, court rentals, lesson scheduling, collecting payments. Trained staff as needed.

7/2020 – 11/2022 Concierge for Windsor Over Peachtree, Atlanta, GA

Executed check-ins for all building visitors and contractors. Performed a variety of administrative tasks. Communicated continuously with residents. Received building/resident packages.

10/2017 – 3/2020 Sales Coordinator/Front Desk Night Supervisor for Renaissance Atlanta Airport Gateway Hotel, Atlanta, GA

Managed front desk responsibilities and oversaw night shift at front desk for a year before moving to a sales coordinator role. Resolved guest concerns as acting manager on duty and processed daily reports. As a sales coordinator, conducted site visits with potential clients, performed a variety of administrative tasks, maintained communications with clients for room rentals and events. Developed proposals and contracts. Contracted \$118,000+ in catering sales.

Bruce Cuddy
Certified Pickleball Professional

29019 Old Adobe
Santa Clarita, CA 91354
251-209-4579
brcuddy@yahoo.com

Qualifications-

Certified Pickleball Professional (Professional Pickleball Registry)

Author: Pickleball In Perspective

Qualifier for 2021 National Pickleball Championships (Mixed)

2019 Alabama Singles Champion

Ambassador, United States Pickleball Association

35+ Years of Sales and Marketing
Major corporation leadership

Corporate Management

Team Building

Several Achievement Awards

Sales & Public Speaking

Volunteer Leadership

American Diabetes Association, 27 Years

President of two major Leadership Councils, Los Angeles and Phoenix

2007 National Volunteer of the Year

National Fundraising Committee

Toastmasters International 37 years

Employment-

2017-2023 Pickleball Professional, Instructor and Director

2013-2017 Marriott Grand-Lakewood, Manager

2010-2013 Gulf Coast Newspapers

Sales Associate

2007-2009 Self Employed

Sales of promotional products

1998-2007 Intraform Inc., Los Angeles, CA and Phoenix, AZ

Sales professional

1985-1997 Moore Corporation, Los Angeles, CA

District Sales Manager

Education-

California State University, Sacramento, CA, Bachelor of Science Degree

El Dorado High School, Placerville, CA

Michael Ashley
1979 Del Ciervo PL
Camarillo, CA 93012
805-312-3394
mike_ashley@yahoo.com

Pickleball Experience

- PPR Certified Pickleball Instructor.
- 4.5 rated pickleball player.
- 5.0 rated tennis player.
- 4 years of pickleball playing experience.
- Multiple tournament gold medals.
- Member of Camarillo Pickleball Club.
- Volunteer experience for Camarillo Pickleball Club tournaments.

Pickleball Coaching

- **2021 – Current, Pickleball Instructor for PVRPD**
 - Instruct Beginning Pickleball classes
 - Instruct Intermediate Pickleball classes
 - Instruct Advanced Pickleball classes
- **2022 – Current, Pickleball Instructor for Agape (Oxnard Tennis Center)**
 - Organize and run Advanced Pickleball league.
 - Organize and run Intermediate Pickleball league.
 - Organize and run Beginning Pickleball league.
 - Coach private individual lessons.
 - Coach private group lessons.
 - Coach pickleball clinics for all levels.
 - Organize and run round robin tournaments.
 - Pickleball demonstrations for youth programs in Oxnard.

Other

- Cal South Soccer Coaching License (E – Level)
- AYSO Regional Referee license
- AYSO Advanced Coaching license

FRANK ROBERT MARTINEZ

1120 S. Cypress St. STE. E

La Habra, CA 90631

949-514-5218

hdifrank1967@gmail.com

To obtain a position within a reputable company where I can successfully develop and grow by utilizing my strengths in customer service, leadership, and sales.

EXPERIENCE

SEPTEMBER 2020 – PRESENT

PICKLEBALL DIRECTOR, ORANGE COUNTY

- Work in synergy with owner to ensure successful pickleball operation
- Oversee day to day pickleball operations of Pickleball Programs and Staff
- Create and run pickleball classes, clinics, drills, round robins, open play days, etc year round in conjunction with the established systems and pricing
- Direct, lead, staff all Pickleball Tournaments, Events, and Programs
- Market and brand all Pickleball Programs
- Communicate new schedules to the Owner, Staff and communicate via email blasts, phone, text, etc to the customers on a seasonal basis
- Coordinate long term company strategies and goals for the Pickleball Program.
- Establish, monitor, track, and manage the Pickleball Programs metrics to drive growth.
- Meet as needed with the pickleball staff professionals
- Support, manage, train, mentor, direct and motivate pickleball staff.
- Oversee scheduling, programming, evaluations and output of all pickleball staff.

JULY 2020 – PRESENT

BUILDING AND LUMBER SUPERVISOR, HOME DEPOT

- Purchase all building materials and create product flow for the pipeline catering to contractors.
- Provide customer service to Pro-account contractors.
- Train, coach and manage team to perform daily functions and properly working under safety measures.
- Achieved several Homer Awards by providing excellent customer service and exceeding sales goals.

DECEMBER 2019 – JULY 2020

SALES CONSULTANT, HOME DEPOT INTERIORS (HDI)

- Assist customers in the Riverside area as a professional consultant for external services for Home Depot, specifically designing their dream kitchen and baths.
- Visit customer homes to present materials for the cabinet makeover/counter top sales.
- Take measurements and provide an estimate for the design they select.

JUNE 2019 – DECEMBER 2019

SPECIALTY SUPERVISOR, HOME DEPOT

- Responsible for Appliances, Décor, Flooring, Kitchen Design and Millwork departments with 15 associates.
- Create sales, set up events and service connect leads.
- Set up and arrange Product Knowledge meetings with our partners on their products for all department heads and specialists.
- Successfully train, role play, and coach my team for purpose of creating quality leads and measures to close sales.
- Have several record breaking sales for store 8525 verified by HDI. Currently #1 in store, District, and Region for sales in Décor. Currently #1 in HDPP in district 25 for appliances.

DECEMBER 2018 – JUNE 2019

MET ASSOCIATE, HOME DEPOT

- Provide customer service to the Home Depot vendors.
- Responsible to lead and set projects, product accuracy, provide bay service, integrate and sequence products into isles and bays.
- Successfully work and exceed in an efficient environment.
- Trained and coach new hires.

DECEMBER 2017 – DECEMBER 2018

FLOORING/DÉCOR SPECIALIST, HOME DEPOT

- Specialist for flooring and blinds.
- Assist customers' needs, educating and introducing our product line, setting up measurements, ordering product and material, and arranging installations.
- Create and follow up on leads to close sales.
- Received several Homer Awards and had 5 record sales throughout the first year of employment.

MAY 2005 – JULY 2019

BAIL AGENT, DETENTION RELEASE SERVICES, INC

- Sub-contract risk assessment services to the following Bail bond Agencies such as Bail Bond Professionals, Metro One Bail Bonds, Bail Bond Doctor, Awesome Bail Bonds, and Premier Bail Bonds at the county, state and federal levels.
- Underwrite and negotiate the process of bail bonds.
- Qualify indemnitors/guarantors to insure defendants court hearings, process paperwork and payments.
- Contact Jailer or Records clerk for bail information, warrant checks, and outstanding matters to post bond.
- Follow-up with defendant post release to obtain signatures and review responsibilities.
- Work and build relationships with attorneys by attending functions such as The West Orange County Bar Association, Harbor Bar Association, and North Bar Association.
- Attend court hearings with attorney and clients such as PC1275 hearings, identity hearings, property bonds, drug treatment rehabilitation, electronic monitoring, court compliance, and court remands.
- Bring fugitives on outstanding warrants to court and place on calendar for bail setting and warrant recall.

OCTOBER 2001 – MAY 2005

COURT MEDICAL AND ADMINISTRATIVE SPANISH INTERPRETER, R & M CONSULTANTS

- Sub-contracted interpretation services to WCAB and Court venues in San Diego, Riverside, Orange, San Bernardino, Los Angeles, Ventura, Fresno, Kern, and Sacramento.
- Interpret dialog between court magistrates, judges and defendants, translate documents, assist court clerk in receipt of acknowledgement, and review depositions.
- Medical interpretation on psychological evaluations, treatment plan, pre and post-op surgeries, intake & release, therapy, and medical evaluation follow-ups.
- Interpret for injured workers at Workers Compensation Appeal Board Orange County for court hearings and settlements.
- Work with attorneys and medical practitioners to interpret group settings and depositions.

EDUCATION

SOUTHERN CALIFORNIA SCHOOL OF INTERPRETATION, NORWALK CA
LICENSED BAIL AGENT WITH CALIFORNIA DEPARTMENT OF INSURANCE

SKILLS

- Bilingual in Spanish
- Bail Agent Negotiator
- Knowledgeable on court system process
- Legal/Medical terminology
- MAC, PC, Android user
- Highly motivated
- Self sufficient
- Reliable and timely
- Approachable
- Communications

**Name: David Callihan Position: Pickleball Director Agape Fountain Valley
Tennis and Pickleball Center, Independent Contractor**

Phone Number: (404) 647-9666 **Email Address:**
davidc@agapetennisacademy.com

Education: Associates Degree Central Arizona College, Fine Art.

University of Arizona 2 years Fine Art. Certified Pickleball Coach PPR

Years and Type of Experience / Relevant Transaction:

1. 2021 – Present Pickleball Coach, Agape at Dekalb Tennis and Pickleball Center, Decatur GA, **Transferred** 2022, Pickleball Director, Agape at Fountain Valley Tennis and Pickleball Center, Coach Group Classes and Private Lessons both locations. Coordinate Pickleball Programming and Staff at AFVTC&PC Start and Run Highly Successful Leagues. Both Evenings and Days. Run and Coordinate Pickleball Events / Fundraisers.
2. 2018 Became Certified Pickleball Coach with PPR.
3. 2018 – Present Competed and Medaled in many Pickleball Tournaments
4. 1980 – 2015 Career graphic production artist in the display and sign industry
5. Hobby Photography and Digital Art
6. Proud parent of 3 successful daughters.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND AGAPE TENNIS ACADEMY, LLC**

This Agreement is made and entered into, effective upon completion of signatures by both parties between the PLEASANT VALLEY RECREATION & PARK DISTRICT (“District”), a public agency, and AGAPE TENNIS ACADEMY, LLC (“Operator”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with the Operator for Pickleball Programming (“Programming”).

WHEREAS, Operator represents that it has the qualifications and technical skills, experience, and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. **Scope of Services.** Operator will perform the professional services required to complete programming for the District as described in the Scope of Work Pickleball Programming attached as Attachment A and incorporated by reference herein.

All work and services by Operator will be performed in a diligent and professional manner.

Operator warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Operator’s Proposal, this Agreement, or any reports or documents prepared here within.

Operator agrees to undertake the discrete tasks outlined in Attachment A only upon consultation with and authorization from the District’s General Manager and Recreation Services Manager.

As further described in Attachment A, Operator’s services include:

1. Programming Leagues, Round Robins, Group & Private Lessons
2. Programming will occur on District Property
3. Programming schedule will be approved by the District to ensure there are still open court/play times for the community.

2. **Term of Agreement.** The term of this Agreement shall be three (3) years, commencing upon the signature of the contract, and terminating three (3) years after. The parties may meet to discuss the potential of two (2) year extension 180 days prior to the expiration of the initial three-year agreement.

3. **Independent Contractor Relationship.**

1. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Operator to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Operator.
2. Operator is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Operator will supply all tools and instruments required to perform its services under this Agreement.
3. Pursuant to this Agreement, Operator is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.
4. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of principal and agent. Operator shall have no right to obligate District in any manner whatsoever.
5. All personnel employed in connection with Operator's use and operation of District property shall be employees of Operator, and they shall have no employment relationship with District. Operator shall be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. Operator shall be solely responsible for establishing policies and procedures relating to the employment of such personnel.
6. Notwithstanding the forgoing, Operator shall not discriminate against any employee because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4. **Compliance with Laws.** Operator will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, 216/241

regulations and lawful orders of any public authority relating to Operator's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.

5. **Licenses, Permits, Fees, and Assessments.** Operator shall obtain at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Operator shall have the sole obligation to pay for any fees, assessments, and taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Operator's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.
6. **Acknowledgement of Relationship.** Operator agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Operator under this Agreement, or any information made available to Operator by District, shall not be revealed, disseminated or made available by Operator to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.
7. **Fees to Be Charged.** The fees charged to the public shall be generally consistent with charges made by similar facilities in Ventura County and Southern California. Operator must provide District with a fee schedule and notice of any fee changes thirty (30) days in advance of the proposed implementation of revised fees.
8. **Direct Cost Services.** Operator is solely responsible for all costs associated with services and/or equipment provided or used on District property for programming. Any services need to be approved by the District. Examples of such services could include: portable restrooms, extra trash cans, staffing, etc. The District is not fiscally responsible for direct cost services.
9. **Maintenance of Facility.** The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by District in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) trash and debris from the courts that is a direct result of Operators programming.
10. **Alterations to Facility.** No alterations or improvements to the Facility shall be made or constructed by Operator, without the advance written consent of District. Consent may be withheld by District in its sole discretion.
11. **Insurance and Indemnity.**

1. **Liability Insurance:** Operator shall procure and maintain throughout the term of this Agreement Commercial General Liability insurance in a form 217/241

and with coverage acceptable to District. District and District Parties shall be named as an “Additional Insured” under said insurance, and the insurance carrier shall issue an “Additional Insured” Endorsement in favor of District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to Operator’s commencement of operation of the Facility under the terms of this Agreement. District shall not be responsible for the insufficiency of any insurance policy provided by Operator pursuant to this Agreement, and District shall have no liability to Operator as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) Operator’s insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, Operator’s insurance shall be primary insurance as respects District and District’s Parties. Any liability insurance of District shall be excess of Operator’s insurance and shall not contribute with it. Operator shall require all contractors and subcontractors performing alteration or improvement work on the Facility in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of Operator and District, as provided herein.

2. **Indemnification/Hold Harmless:** Operator agrees to indemnify, defend and hold harmless District and District’s Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with Operator’s performance of its obligations hereunder or Operator’s failure to comply with such obligations, except such loss or damage caused by the gross negligence, or willful misconduct of District, its officers, employees, or agents. These indemnification provisions shall survive the term of this Agreement.
3. **Workers Compensation & Employer Liability Insurance:** The District requires the Operator to carry Workers Compensation & Employer Liability Insurance coverage with limits of no less than \$ 1 Million per accident. The Workers Compensation policy will also need to include a waiver of subrogation with respect to the District.
4. **Sexual Abuse and Molestation (SAM) Coverage:** The District requires the Operator to contain SAM coverage.

Specific insurance requirements can be found in Attachment B – PVRPD Insurance Requirements and are subject to change based on the District Risk Management guidelines.

12. **Use of photographs and video.** Operator consents to and grants the District the right, without fees, to make and use videotape/digital, etc. recordings and still photographs of programs, classes, and competitions of participants. 218/241

spectators (including minor children), employees and volunteers. Operator waives any right to review or approve the finished product or the use to which it may be applied.

13. Payment to District.

1. Operator shall pay District monthly in proportion to the programming performed plus reimbursable expenses and charges for additional services within five (5) days after the end of month exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described in Attachment C.
2. No payment made under this Agreement shall be conclusive evidence of Operator's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Operator's work.

14. Assistance by District. District agrees to provide to Operator available information of relevance to Operator's work, including all data and documents pertaining to Programming. District pledges to work cooperatively with Operator and render all reasonable assistance toward completion of Operator's work.

15. Accounting Records: Operator shall maintain, at its sole expense, a comprehensive system of books, records, and accounts concerning its activities on District property. Such books, records, and accounts shall be kept on a fiscal year basis and based on the cash method of accounting in accordance with generally accepted accounting principles, consistently applied. Such books, records, and accounts shall include, without limitation, vouchers, questionnaires, and similar materials of general distribution, which are not expected to have a material effect upon the construction and operation of Programming or the District. Operator shall retain such records for a period of not less than three years. At District's request, Operator shall make its books, records and accounts available for inspection by District and District's Parties during business hours.

16. No Assignment. This Agreement is a personal service contract and work hereunder will not be delegated or assigned by Operator to any person or entity without the advance written consent of the District. Operator will not employ any subcontractors for its work.

17. Safety:

1. Operator must fingerprint and/or perform adequate background screening (LiveScan, for example) for all employees associated with the Operator as required by all applicable laws. Operator shall provide the District with a signed letter or documentation on an annual basis stating they have complied

with performing a screening process. (Attachment F)

2. Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Programming patron, spectator, bystander, or third party) affecting the programming or its operation, and all occurrences and circumstances affecting in any manner District's rights under this Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement, Operator at its sole expense shall furnish to District such further information concerning the operation and management, that may be requested from time to time by District. Operator will submit a completed Accident/Incident Report (Attachment D – Accident/Incident Report) for any participants, spectators, volunteers, judges/referees or paid staff that may result in any claims against the District within 72 hours of the accident/incident.
 3. Operator will develop, submit, and implement an Inclement Weather and Emergency Action Plan (Attachment “E”) that gives directions to Operator staff, officials, members, and community members at the District Property. It should include but not be limited to what to do during a storm, natural disaster or situation that may put some or all individuals in harm’s way. These documents will be given to the District on an annual basis and/or each time this agreement is renewed as a reference to have on file. These documents will also be required to stay with Operator while they are conducting programming on District property.
18. **Default:** If Operator defaults in its performance of any provision contained in this Agreement after any applicable cure period, District may exercise any and all remedies which may be available to District pursuant to law, and District may exercise any and all remedies granted to District pursuant to this Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Operator is expressly made a condition of this Agreement, and upon a breach thereof, if not promptly remedied by Operator, District may exercise any and all rights of entry upon the Facility and may terminate this Agreement.

In the event District determines that Operator has defaulted in any of its obligations under this Agreement, District shall deliver to Operator a written notice advising Operator of the provisions of this Agreement in which it is in default. The notice serves as notification that Operator shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. In the event Operator defaults in the payment of any funds to District, Operator shall have a period of seven (7) days within which to remedy the default. If Operator defaults in the performance

of any other obligation under this Agreement, Operator shall have a period of thirty (30) days within which to remedy such default. If Operator does not remedy a default in its obligations under this Agreement pursuant to the remedy provisions provided above, all rights of Operator to use the Facility shall forthwith cease and terminate upon delivery to Operator of a notice of termination by the District.

In the event of termination for default, Operator shall receive no compensation for construction of any Facility improvements made by Operator. Upon termination of this Agreement, Operator shall remain liable for its obligations that have accrued up to and including the termination date and shall promptly pay to District all amounts due under the terms of this Agreement. Such payment shall be made as soon after the effective date of the termination, as such amounts are determinable upon the effective date of the termination.

19. **Permits and Authorizations.** Operator at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consents, and authorizations that may be necessary for the operation, management, promotion, and servicing, of the performance by Operator of its duties and obligations under this Agreement. All such licenses, permits, consents, and authorizations shall be in the name of Operator.

Operator covenants that it shall take all actions necessary to establish and remain an organization in good standing and shall comply with all applicable California law related thereto.

20. **Notices:** Any notice required or permitted under this Agreement shall be in writing and be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

To the District

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, California 93010
Attention: General Manager
motten@pvrrpd.org
805-482-1996 x114

To the Operator

Agape Tennis Academy, LLC
c/o Amy Pazahanick
8 Gema
San Clemente, CA 92672
amy@agapetennisacademy.com
678-333-5934

Either party may from time to time specify in writing to the other party a different address to which notice shall be sent. All notices sent to that party following the giving of such notice shall be sent to the new address.

21. **Assignment.** The rights and obligations of the Operator shall not be assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may assign District's rights under this Agreement.
22. **Successors and Assigns.** Subject to the restrictions on transfers contained in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any entity or party, such reference shall be deemed to include a reference to the successors and permitted assigns of such entity or party.
23. **Waiver.** No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by such other party of the obligations of that party under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such other party of the same or any other obligations of such other party under this agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.
24. **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
25. **Additional Remedies.** The rights and remedies of the parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.
26. **Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written Agreements, understandings, representations, and covenants.
27. **Terms.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.
28. **Severability.** If any provisions of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, ~~the~~ 22/241

remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

29. **Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include the plural, and the plural shall include the singular. Titles of sections in this Agreement are for convenience only and neither limits nor amplifies the provisions of this Agreement. All references in this Agreement to sections shall refer to the corresponding article of this Agreement.
30. **California Law.** This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California
31. **Additional Provisions.** Operator agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.
32. **Termination of Contract.** Operator specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Operator's services with or without cause, and without penalty, at the completion of any phase of Operator's services as set forth in Attachment A. Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Operator in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Operator.
33. **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.
34. **Amendment.** No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.
35. **Conflict of Interest.** Operator warrants that it has not paid or given and will not pay or give any third party money or other consideration for obtaining this Agreement. Operator will comply with all conflict of interest laws and regulations.
36. **Interpretation.** This agreement is the result of negotiations between the parties and each party has had the opportunity to consult with an attorney

regarding its provisions. No provision of this agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.

37. **Governing Law Venue.** This Agreement and the obligation of District and Operator shall be interpreted, construed and enforced in accordance with the laws of the State of California. Any litigation brought by the parties in connection with this Agreement shall be filed in a court of competent jurisdiction in the County of Ventura, State of California.
38. **Alcohol and Drugs.** At no time shall Operator or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District. If Operator would like to host an event with the consumption of alcohol operator will need expressed written consent from the General Manager or designee.
39. **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth.
40. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
41. **Attachments**
 1. Attachment A – Scope of Work Pickleball Programming & Hours
 2. Attachment B – Insurance Requirements
 3. Attachment C – Compensation
 4. Attachment D – Accident/Incident Report
 5. Attachment E – Operators Emergency Action Plan
 6. Attachment F – Operators Letter for Livescan
 7. Attachment G – Operators proof of Workers Compensation Insurance

(Signatures Continue on last page after Attachments)

Attachment A

Programming

- **Beginner Clinics**
 - Learn the basic skills, rules, scoring, court positioning, strategies, and shot selection.
 - Classes can be held up to seven days a week depending on level of interest and sign-ups.

- **Intermediate Clinics**
 - Advanced skill development on techniques as well as drills to help improve every area of the court. Prior experience with shots, strokes, and tournament experience
 - Classes can be held four days a week depending on level of interest and sign-ups.

- **Advance Clinics**
 - Recommended for 3.5 – 4.0 level players, tournament experience.
 - Classes can be held three days a week depending on level of interest and sign-ups.

- **Live Ball**
 - Can be held three days a week depending on level of interest and sign-ups.

- **Pickleball Leagues**
 - Typically 4 to 8-weeks
 - Can be held two days a week depending on level of interest and sign-ups.

- **Private & Group Lessons**
 - Recommended for player, partners, or groups looking for individual instruction. Concentrated on strategy, and area dictated by the player.
 - Can be held seven days a week depending on level of interest and sign-ups.

- **Tournaments/Events**
 - Tournaments and events may be held a minimum of three (3) times per year but no more than five (5) unless approved by the Districts General Manager or designee.

Possible/Sample Programming Schedule

All programming and hours are subject to change, but the District and Agape will work together to make any changes as needed by and for the community.

- Bob Kildee
 - Monday
 - 8AM – 11AM
 - 2 Courts
 - 5PM – 9PM
 - 2 Courts
 - Tuesday
 - 8AM – 11AM
 - 2 Courts
 - 5PM – 9PM
 - 2 Courts
 - Wednesday
 - 8AM – 11AM
 - 2 Courts
 - 5PM – 9PM
 - 6 Courts
 - Thursday
 - 8AM – 11AM
 - 2 Courts
 - 5PM – 9PM
 - 6 Courts
 - Friday
 - 8AM – 12 PM
 - 6 Courts
 - Saturday
 - 8AM – 1PM
 - 3 Courts
- Springville Park
 - Monday – Friday
 - 12PM – 4PM
 - 1 Court
- Pitts Ranch Park
 - Monday – Friday
 - 12PM – 4PM
 - 1 Court

Attachment B

PLEASANT VALLEY RECREATION & PARK DISTRICT

INSURANCE CERTIFICATE AND ENDORSEMENT REQUIREMENTS

Pleasant Valley Recreation & Park District (PVRPD) requires a **Certificate of Insurance (COI)** for your event naming PVRPD as additionally insured. The COI must be received by the District no later than 30 days prior to your event.

Along with the insurance certificate, a separate Endorsement Page must be provided naming PVRPD as **additionally insured**. The Cancellation Clause should read as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

Minimum liability limits are \$2,000,000 per occurrence

THE INSURANCE CERTIFICATE SHOULD NOTE THE FOLLOWING INFORMATION:

- Date of event (if no specific date, then insurance can be kept on file and be good for the life of the policy)
- Location of event
- Name of your organization/business/group

The following information should be typed in the "Certificate Holder" section:

**Additionally Insured:
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010**

Please mail/deliver or FAX to:

**PVRPD
1605 E. Burnley Street
Camarillo, CA 93010
FAX: (805) 482-3468**

Additional Insured Endorsement

Certificates of Insurance without endorsements do not protect the additionally insured (in this case, PVRPD). An endorsement is required because, as noted on an insurance certificate: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy."

This separate Endorsement Page will need to list:

- Policy number
- Wording that states "This endorsement changes the policy"

- Wording that states “This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part: SCHEDULE
- Name of Person or Organization that is being Additionally Insured:
Pleasant Valley Recreation and Park District
1605 E. Burnley St
Camarillo, CA 93010

Additional Info to Note: The OPERATOR will need to agree to abide by the following:

- A. General liability insurance: the OPERATOR shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- B. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The OPERATOR shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days’ notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.

Attachment C

Compensation

- Initial Agreement
 - Year 1 - \$300 for the first 2 months of programming than \$300 Flat monthly + 5% Gross Revenue
 - Year 2 - \$350 Flat monthly + 5.5% Gross Revenue
 - Year 3 - \$400 Flat monthly + 6% Gross Revenue

- Possible Extended Agreement
 - Year 4 - \$450 Flat monthly + 6.5% Gross Revenue
 - Year 5 - \$500 Flat monthly + 7% Gross Revenue

- Tournaments & Events – 10% Gross Revenue

* “Gross Revenue” means the total amount received by Operator for participation in any programming set forth in Attachment A

Attachment D



Pleasant Valley
Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

ACCIDENT REPORT Date of Report: []

Person's Name: [] Age: [] Sex: []
Address: [] City: [] State: [] Zip: []
Home Phone: ([]) Work Phone: ([])
Date of Accident: [] Time: [] Facility: Community Center Autitourium
Program: [] Employee in Charge of Facility/Program: []
Disposition: Home: [] Hospital (Name): []
Doctor: [] Other: [] Taken By: []
Ambulance Service (Name): []
Description of Injury: []
Part(s) of Body Injured: []
Description of Accident: []
Describe First-Aid Administered: []

Witnesses

Name: [] Phone: ([])
Address: [] City: [] State: [] Zip: []
Name: [] Phone: ([])
Address: [] City: [] State: [] Zip: []
Name: [] Phone: ([])
Address: [] City: [] State: [] Zip: []

ACCIDENTS: All accidents must be reported to the District Office (482-1996) immediately.

Report completed by: [] Title: [] Date: []
Supervisor Signature: [] Date: []
General Manager Signature: [] Date: []
Risk Manager Signature: [] Date: []

Fillable document will be provided to Operator via email

Pleasant Valley Recreation and Park District

INCIDENT REPORT

(All reports due in office within 24 hours)

Location Name: _____ Date: _____

Time incident occurred (or possible time span): _____

Name of individual (if known): _____ Age: _____

Address: _____ Phone: _____

Nature of incident (give detailed description): _____

What damage resulted? Describe: _____

Did you witness the incident? _____ Any other witnesses? Name(s): _____

Describe action taken: _____

Recommendations: _____

Costs: Labor \$: _____ Material \$: _____

Person reporting: _____ Date: _____

Office follow-up: _____

Fillable document will be provided to Operator via email

Attachment E

Operators Emergency Action Plan



Emergency Action Plan

This guide is intended to delineate roles and outline the protocol to be followed should an emergency occur. Situations when 911 should be called are:

- a person has lost consciousness
- it is suspected that a person may have a neck or back injury
- a person has an open fracture (bone has punctured through the skin)
- a person is in cardiac distress
- severe heat exhaustion or suspected heat stroke
- severe bleeding that cannot be stopped
- a person is not breathing

Chain of Command

Agape's CEO and the contract's Principal-in-Charge, Amy Pazahanick, will serve as the primary Agape emergency contact. The hierarchical list of Agape leadership members for contact in an emergency situation are listed below. Agape and all staff members agree to comply fully with any emergency personnel or first responders during any emergency situation and agree to notify designated District emergency contact(s) regarding any emergency situation as soon as is possible under the circumstances.

Amy Pazahanick - CEO
Bruce Cuddy - Pickleball
Director Mike Ashley – Head
Professional Staff
Professionals

The highest person in the chain of command who is present at a scene will be the designated person in charge, or leader. That person is responsible for deciding whether or not to call 911, instructing others how they may be of help and will be the person who stays with the person until EMS arrives. Once it has been decided that EMS should be called, the following protocol should be followed:

EMERGENCY ACTION PLAN

1. The highest person on the chain of command will be the leader, and will stay with the person at risk to monitor the person's condition and administer necessary first aid. If possible, someone else on the chain of command should also stay and assist. The District should be notified that there is an emergency situation

2. The highest person on the chain of command will make the call to EMS or will designate another person to make the call. EMS should be told what the emergency is, the condition of the person and how to get to where the person is. Also, tell EMS that someone will meet them at the closest intersection to aid in directing the ambulance.

Providing Information:

1. Name, location, telephone number of caller
2. Nature of emergency
3. Number of individuals affected
4. Condition of individual(s)
5. First aid treatment initiated by first responder
6. Specific directions as needed to locate the emergency scene
7. Other information as requested by dispatcher
8. Do not hang up the phone until the dispatcher hangs up first!
9. Report back to the scene and state that the ambulance has been called & is on the way.
10. Go to the designated area, wait for the ambulance, and direct the EMT's to the scene.

3. The leader will send runners to all intersections between where the person at risk is located and to direct the ambulance to the person. The runners should stay in their positions and wave the ambulance through the proper turns.

4. The leader will designate another person to attempt contact with the person's family.

5. The person at risk is taken to the nearest hospital if necessary

To manage any medical emergencies, Agape employees are certified in CPR and use of AEDs (automated external defibrillator). Agape will maintain fully-stocked first aid kits. We emphasize employee training to reduce accident rates and provide a safe environment for staff customers alike. If emergency care is needed we follow the guidelines below:

Emergency Care

1. Is the scene safe? Always secure the scene to be safe. If the scene is not safe and poses a danger, stay away and call for help. Be sure not to add to the complications of the current situation.
2. Don't panic, remain calm. Insecurity can be contagious and will be sensed by the person, as well as others. Remaining calm will reassure the person and bystanders that the situation is under control. Thus, assisting in keeping the person calm and allow for a more efficient emergency operation.
3. Wear protective barriers such as gloves. If the person at risk is bleeding, or if there is blood at the scene and you are unsure of its origin, latex gloves must be worn. This will prevent the transmission of blood borne pathogens. No matter what the situation, there is always time to put on a pair of gloves.

Primary Survey

- Assess ABC's (airway, breathing, circulation)
- Level of consciousness
- Rule out life threatening situations if the person has an obstructed airway and is not breathing or does not have a pulse, 911 should be activated immediately. At this point the first responder should begin the necessary steps for rescue breathing and/or CPR. If the person is conscious and alert, you may assume that they have an open airway and a pulse. At this point you should begin the secondary survey. However, always assess ABC's prior to initiation of secondary survey.

II. Secondary Survey

- Gather specific information about the injury from the person
- Assess vital signs and symptoms:
 - blood pressure
 - pulse
 - reaction to light
 - skin temperature
 - bleeding
 - skin color
 - bruising
 - sweating
- More detailed evaluation of the injury

III. The Unconscious Person

- Note the body position and determine the level of consciousness and responsiveness
- Airway, breathing, and circulation should be established immediately
- Always suspect head or neck injury in the unconscious person
- Never remove a helmet until neck and spine injury has been ruled out
- Immediately, cut away or remove facemask to perform CPR
- If the person is prone, they should be log rolled onto a spine board
- Maintain life support until emergency medical personnel arrive

IV. Caring for Shock

Signs and Symptoms

- Moist, pale, cool, clammy skin
- Weak, rapid pulse
- Rapid, shallow breathing
- Decreased blood pressure
- Disorientation
- Irritability, restlessness, or excitement

→ Extreme thirst

Management of Shock

- Maintain body temperature
- Elevate the feet and legs eight to twelve inches
 - In case of suspected neck injury, do not move the person
 - In case of suspected head injury, elevate the head and shoulders
 - In case of leg fracture do not elevate leg until it has been splinted
- Reassure the person
- Attempt to prevent the person from observing his/her injury

Emergency Splinting

- When the scene is safe, any suspected fracture should always be splinted before the person is moved
- Appropriate splinting materials may include but are not limited to: rapid form vacuum immobilizer, appropriate anatomical splint, SAM splints, cardboard moving and transporting the injured person
- Placement on a spine board when appropriate
- Proper fitting of crutches when appropriate

Creating a sense of safety and security is paramount. We will take appropriate precautions to prevent injuries and to identify and correct potential safety hazards and will comply with all applicable ordinances and codes pertaining to safe storage of all equipment and materials and maintaining safe working spaces. Agape employees are trained and qualified to perform their duties as assigned and also receive safety training as part of Agape's onboarding and continuing education processes.

Attachment F

Operators Letter to Certify Background Check



Dear Pleasant Valley Recreation and Parks District,

Agape Tennis & Pickleball Academy does background checks on all staff members of the organization.

Thank you, Amy

**Amy Pazahanick, Owner and CEO Agape
Tennis & Pickleball Academy**

***www.agapetennisacademy.com Cell:
(678) 333-5934***

Inclusion. Diversity. Community.

Enriching people and communities through tennis and pickleball

Important Information

Agency

SOUTHERN INSURANCE ADVISORS
12540 Broadwell Rd
#2201
Milton, GA 30004
Agape Tennis Academy, LLC
5512 Glenridge Dr Unit A
Atlanta, GA 30342

Changes to Your Workers' Compensation Policy

Policy Number **AGWC464219**

with NorGUARD Insurance Company

Policy Period

From February 1, 2023 to February 1, 2024, 12:01 AM, standard time at the insured's mailing address.

Party Requesting the Change and Type of Endorsement

The Agent - Added Additional Locations effective 02/01/2023
1400 McConnell Dr, Decatur, GA 30033-3521; Effective: 02/01/2023-02/01/2024
The Agent - Added Additional Locations effective 02/01/2023
801 Hobson Way, Oxnard, CA 93030-6746; Effective: 02/01/2023-02/01/2024
The Agent - Deleted Additional Locations effective 02/01/2023
6003 Waters Edge Trail, Roswell, GA 30075
The Agent - Added Forms effective 02/01/2023
WC 040604A - COVID-19 REPORTING REQUIREMENT ENDT
The Agent - Changed Payroll effective 02/01/2023
State: GA; Code: 9063 EXERCISE OR HEALTH INSTITUTE & CLER; Payroll: \$688,432
New GA Estimated Annual Premium 5,951
Premium change: n/a
AGWC464219
Agape Tennis Academy, LLC N/A
See Above 1
NorGUARD Insurance Company

Thank You Again for Choosing Berkshire Hathaway GUARD Insurance Companies!

Endorsement
WC 99 00 13

Important Information

Agency

SOUTHERN INSURANCE ADVISORS
12540 Broadwell Rd
#2201
Milton, GA 30004
Agape Tennis Academy, LLC
5512 Glenridge Dr Unit A
Atlanta, GA 30342

Call Customer Service at 800-673-2465 with any questions.

Endorsement
WC 99 00 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 06 04 A
(Ed. 01-23)

WC 04 06 04 A

(Ed. 01-23)

COVID-19 REPORTING REQUIREMENT ENDORSEMENT - CALIFORNIA

In addition to the requirements under Part 4, "Your Duties if Injury Occurs" of your policy, if you have five or more employees and an employee that is not described in California Labor Code section 3212.87 tests positive for COVID-19, you are required to report the following information as provided below.

Pursuant to California Labor Code Section 3212.88(i), when you know, or reasonably should know, that an employee has tested positive for COVID-19 between September 17, 2020 and January 1, 2024, you must report to your claims administrator in writing via electronic mail or facsimile within 3 business days all of the following:

(1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.

(2) The date that the employee tests positive, which is the date the specimen was collected for testing.

(3) The specific address or addresses of the employee's specific place of employment during the 14-day period preceding the date of the employee's positive test.

(4) The highest number of employees who reported to work at the employee's specific place of employment in the 45-day period preceding the last day the employee worked at each specific place of employment.

Labor Code Section 3212.88(j) states that the intentional submission of false or misleading information or the failure to report the above information as required may subject you to a civil penalty in the amount of up to \$10,000 to be assessed by the Labor Commissioner.

For the purposes of these reporting requirements, California Labor Code Section 3212.88(m) provides the following:

(1) "COVID-19" means the 2019 novel coronavirus disease.

(2) "Test" or "testing" means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. "Test" or "testing" does not include serologic testing, also known as antibody testing. "Test" or "testing" may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR test.

(3) "A specific place of employment" means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. "A specific place of employment" does not include the employee's home or residence, unless the employee provides home health care services to another individual at the employee's home or residence.

Once the Employer knows or 'reasonably should know' that an employee has tested positive for COVID-19, the employer must do all of the following:

1) Report a claim to us in writing:

REPORT NEW CLAIMS

Fax: 570-825-0611

Email: GuardClaimsTeam@guard.com

Online: <https://www.guard.com/claims/>

2) If an Employee believes they contracted COVID-19 at work, Employers will be required to report this as a Workers' Compensation claim to us and provide the Employee with a DWC-1 Claim Form.

3) If an Employer or an Employee believes the COVID-19 infection was not the result of workplace exposure, the Employer will still be required to report this occurrence. When making the report, do not include any personally identifiable information for Employee(s) who have not alleged a workplace exposure. We will record this information on a report only basis.

WC 04 06 04 A WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 01-23)

WC 04 06 04 A

(Ed. 01-23)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Insurance Company

Countersigned

By

AGWC464219

Agape Tennis Academy, LLC NorGUARD Insurance Company

1.05

City of Fountain Valley 10200 Slater Ave Fountain Valley 92708 Tennis/Pickle ball training/teaching @ 16400 Brookhurst St.

City of Oxnard Coaching tennis

AGWC464219 1

GUARD Insurance Group

02/01/2023

Agape Tennis Academy, LLC

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 04 24

(Ed. 1-17)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five-Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5-Premium, E. (Final Premium) of this policy. Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

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(Ed. 1-17)

Countersigned by _____ **WC 00 04 24** _

Insurance Company: NorGUARD Insurance Company

Insured:

Endorsement Effective: 02/01/2023 Policy No.: AGWC464219 Endorsement No.:

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Premium

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 04 24

(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS WC 00 04 24 LIABILITY INSURANCE POLICY

(Ed. 1-17)

Schedule

State(s) Basis of Audit Noncompliance

Charge

Maximum Audit Noncompliance

Charge Multiplier

GA

5,951

Estimated Annual Premium Two Times

Of \$

PANORG10

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(Ed. 1-17)

WC 00 04 24 Countersigned by _____

Insurance Company: NorGUARD Insurance Company

Insured:

Endorsement Effective: 02/01/2023 Policy No.: AGWC464219 Endorsement No.:

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Premium

In witness whereof, District and Operator have executed this Agreement on
(date)_____ at Camarillo, California.

“District”:
Pleasant Valley Recreation and Park District,
a California Special District

By: _____
Its: General Manager
Date: _____

ATTEST:

“Operator”
Agape Tennis Academy, LLC

By: Amy Pazahanick
Its: Owner and CEO of Agape Tennis Academy, LLC
Date: _____

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Long Range Planning, Policy
- E. Ad Hoc Committees
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager’s Report
- H. Board Members