

**PLEASANT VALLEY RECREATION & PARK DISTRICT
1605 EAST BURNLEY STREET, CAMARILLO, CONFERENCE ROOM**

**LIAISON COMMITTEE
AGENDA**

**THURSDAY, MARCH 28, 2019
1:00 PM**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENTS**
- 4. DISCUSS JOINT USE AGREEMENT AT FORMER LOS ALTOS MIDDLE SCHOOL (PVSEA)**
 - a. Agreement for Maintenance and Use of Play Fields at the Former Los Altos Middle School**
 - b. Agreement for Installation and Use of Athletic Field Lights Los Altos School**
- 5. JOINT USE AGREEMENT FOR ALL FACILITIES BETWEEN PLEASANT VALLEY RECREATION AND PARK DISTRICT AND PLEASANT VALLEY SCHOOL DISTRICT**
 - a. Initial Agreement Between Pleasant Valley Recreation & Park District Signed**
 - b. Joint Use Agreement Monte Vista Gymnasium**
 - c. Agreement for Access to Valle Lindo School Site**
 - d. Joint Use of Park/School Site on Woodcreek Road (Tierra Linda /Woodcreek Park)**
 - e. Agreement for and Use of Water & Sewer and the Construction and Maintenance at Las Colinas Middle School**
- 6. ORAL COMMUNICATIONS**
- 7. ADJOURNMENT**

Note: 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 day preceding the Committee meeting.

Announcement: Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee 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 us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

ORIGINAL

**AGREEMENT FOR MAINTENANCE AND USE OF PLAY FIELDS
AT THE FORMER LOS ALTOS MIDDLE SCHOOL**

This agreement is entered the 18th day of February, 2014, between PLEASANT VALLEY SCHOOL DISTRICT, herein referred to as "School District", and PLEASANT VALLEY RECREATION AND PARK DISTRICT, herein referred to as "Park District". School District and Park District are hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

The School District and Park District, having common boundaries and, having entered into previous agreements concerning the maintenance and use of facilities, playfields and parks declare that it is in the interest of both the School District, Park District, citizens of Camarillo, and Property Owners in surrounding area to enter into this agreement concerning the utilization of fields located at the former Los Altos Middle School.

AGREEMENT

NOW THEREFORE, in consideration of the above-referenced recital and the mutual promises, covenants and terms contained herein, the School District and Park District agree as follows:

1. The School District hereby grants to the Park District authorization to conduct a variety of programs by the Park District utilizing the play fields located at the Los Altos Site. Such programs shall be under the direction of the Park District and shall allow use of designated sports fields located at the school site.
2. Such community recreational programs provided by the Park District shall be under the supervision of the Park District. Usage shall be during non-school hours in accordance with a schedule that does not conflict with School District's use of the School Site during its regular instructional use periods or hours of special use which may include after school hours and weekends. The scheduling of Park District use shall be the responsibility of designated staff members in accordance with adopted procedures.
3. The Park District shall be responsible for the maintenance of all facilities of School District at the Los Altos Site play fields.

4. As part of this agreement the Park District agrees to maintain playfield turf areas by proper fertilization, irrigation, mowing, stripping, and grading including all utility costs related thereto. The costs of such maintenance and repairs as may otherwise require attention shall be borne by the Park District. Maintenance is to be provided by Park District personnel or their selected contractor. The School District shall provide on an annual basis a \$10,000 contribution to assist in the cost of utilities (water).

5. a. Hold Harmless. Each Party agrees to hold the other Party, its elected officials, agents, officers and employees, harmless from all claims, demands, lawsuits, judgments, damages, loss or liability, which, directly or indirectly, occur during operation or maintenance activities set forth in this Agreement, or occur while each Party is on the Property, or injuries or damages incurred during each of the respective Parties' performance of the work, as set forth in this Agreement.

b. Defense and Indemnity of Third Party Claims. Each Party shall investigate, defend, and indemnify the other Party, its elected officials, officers and employees, from all claims, lawsuits, demands, judgments or liability including, but not limited to, property damage, personal injury, wrongful death, general liability, automobile, arising out of, directly or indirectly, each Parties' negligent performance or negligent omission of the respective Parties in performing the activities described in this Agreement.

c. Insurance. Each Party shall, at each Party's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance to protect each party from claims under worker's compensation acts, at a minimum as required by State Law and general liability. Self-insurance coverage is permitted.

6. This agreement shall be in force from February 18, 2014 to February 17, 2017 and thereafter until a new Agreement may be negotiated. Formal notices, demands and communication between School District and Park District hereunder shall be sufficiently given if mailed by registered or certified mail, postage pre-paid, return receipt requested to the principal offices of Pleasant Valley School District located at 600 Temple Avenue, Camarillo, CA 93010, or Pleasant Valley Recreation & Park District: 1605 East Burnley Street, Camarillo, CA 93010.

7. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

8. The Agreement may be rescinded by sixty (60) days written notice by either party to this Agreement.

9. Successors and Assigns. This Agreement may not be assigned by without the prior written consent of both Parties. This Agreement shall inure to the benefit of and shall be binding upon the respective successors of interest.

10. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future.

11. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the activities contemplated under this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties, oral or written, express or implied, are hereby superseded and merged herein.

13. Time. Time is of the essence with respect to every provision of this Agreement in which time is an element. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein.

14. Governing Law. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

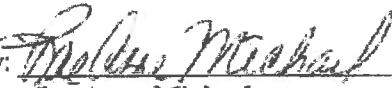
15. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

Pleasant Valley School District

Pleasant Valley Recreation and Park
District

By: 
RaeAnne Michael
Superintendent

By: 
Daniel L. LaBrado
General Manager

AGREEMENT FOR INSTALLATION AND USE
OF ATHLETIC FIELD LIGHTS
LOS ALTOS SCHOOL

This agreement is entered into between PLEASANT VALLEY SCHOOL DISTRICT, hereinafter referred to as "school District," and PLEASANT VALLEY RECREATION AND PARK DISTRICT, hereinafter referred to as "Park District."

1. School District and Park District having common boundaries declare that it is in the best interest of the residents and taxpayers within said boundaries that said districts cooperate with one another insofar as possible for the purpose of securing the greatest efficiency for the least cost for the residents and taxpayers of said districts.

2. To further the purposes set forth in paragraph one above, School District hereby grants permission for Park District to construct athletic field lights consisting of seven poles and lighting fixtures installed on the northerly end of Los Altos School, hereinafter referred to as "athletic field lights," on real property owned by School District at 700 Temple Street in the City of Camarillo, Ventura County, California,

3. In placing said athletic field lights, Park District shall comply with all applicable state, county and city building regulations, and secure any approvals and permits of these authorities as are necessary.

4. The placement of said athletic field lights shall be completed to the satisfaction of School District. Park District retains title to said athletic field lights and equipment. This agreement shall be approved

Agreement - Athletic Field Lights
October 5, 1973
Page 2

by the governing boards of the Park District and the School District during meetings thereof and shall be noted in the minutes of the meetings. Thereafter, all maintenance repairs and upkeep shall be the responsibility of Park District.

5. In consideration of the placement of the athletic field lights in accordance with the above provisions, School District hereby grants to Park District the use of said athletic field lights for three years from the date of the placement of the athletic field lights by Park District. However, it is agreed that unless either party gives written notice to the other at least 60 days before the termination of the three year period, this agreement will then automatically be renewed for one additional year, and such automatic renewal shall continue yearly until termination hereof by either party by written notice as set forth above.

6. If this agreement is terminated by either party under the conditions of said agreement, the Park District shall reserve the right to remove the lights and shall return the School District property involved in this agreement to its original condition at the time this agreement is accepted by the Park District and School District. Such restoration shall be at the expense of the Park District.

7. Park District hereby releases School District from any and all liability for loss or damage to the athletic field lights and Park District further covenants to hold School District, its officers and employees, harmless and indemnify School District from every claim or demand, cost or

Agreement - Athletic Field Lights
October 5, 1973
Page 3

expense which may at any time arise by reason of the installation or use of said athletic field lights by Park District.

8. Written notices required by this agreement shall be sent to the following addresses:

Pleasant Valley School District
600 Temple Avenue
Camarillo, California

Pleasant Valley Recreation and Park District
1605 East Burnley
Camarillo, California

IN WITNESS WHEREOF, the parties have hereunto set their hands as authorized by their respective governing boards the day and year set forth below.

PLEASANT VALLEY SCHOOL DISTRICT

Dated: Oct. 5, 1973

By Charles L. Horn
Agent
Board of Trustees

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

Dated: 10/19/73

By James M. Leser
Chairman
Board of Directors

AGREEMENT

Pleasant Valley School District Pleasant Valley Recreation &
Park District

RECREATION AGREEMENT

WHEREAS, the Pleasant Valley School District hereinafter known as the School District, and the Pleasant Valley Recreation and Park District, hereinafter known as the Recreation District, are mutually interested in and concerned with providing adequate facilities for the physical well-being and recreation of the people within the Recreation District; and

WHEREAS, the School District has the same boundaries as the Recreation District within which are certain play areas, fields, toilets, auditoriums, gymnasiums and other facilities under its jurisdiction, suitable for a community recreation program, and

WHEREAS, both Districts have been and should continue to maintain a cooperative working arrangement whereunder many school grounds and facilities are used by the two authorities for general recreational purposes, thus affording to the community greatly increased recreational opportunities at costs much below what would otherwise be necessary;

NOW THEREFORE, for and in consideration of the mutual covenants and promises of the Parties here to, it is hereby agreed and understood by and between them as follows, to wit:

I

The School District will make available to the Recreation District such space as is available and not needed by the school district for educational purposes, to be used by the Recreation District for administration offices, board room, meeting rooms, rest rooms, etc. These facilities are to be offered on a tentative basis until final disposition of the buildings is determined by the Board of Trustees, Pleasant Valley School District. Utilities shall be provided by the School District and pro-rated costs charged to the Recreation District.

II

The School District will make available to the Recreation District for community recreation activities:

(a) School playground areas which are suitable for community recreation activities; these areas shall be selected by the General Manager of the Recreation District subject to approval by the Superintendent of the School District.

(b) The School District further agrees to allow the Recreation District to use other selected school facilities which are suitable for community recreation programs. These facilities shall be selected by the General Manager of the Recreation District subject to approval by the Superintendent of the School District.

(c) The use of such selected school facilities shall be in accordance with the regular procedures of the School District in granting permits for use of school facilities as provided for by laws of California and the rules and regulations of the School District.

(d) Schedules shall be established for said use of selected school facilities by designated representatives of the Superintendent of Schools and the General Manager of the Recreation District, said schedules will be so arranged as to avoid any conflicts with academic programs; that in scheduling of said facilities, School District events and programs shall have first priority and the Recreation District events and programs shall have second priority, and any other events or programs by other groups or agencies which are entitled to use such facilities shall have third priority and shall be scheduled only after clearing with both the school district and recreation district offices.

III

The Recreation District will make available to the School District for school activities:

(a) Recreation Center building and grounds which are suitable for school activities, when not in use for recreation and park programs. These facilities shall be selected by the Superintendent of Schools, subject to approval by the General Manager of the Recreation District.

(b) Scheduling of recreation and park facilities shall be by designated representatives of the Superintendent of Schools and the General Manager; subject to Recreation District rules, with first priority to the Recreation District events and programs and the second priority to the School District events and programs.

IT IS FURTHER UNDERSTOOD AND AGREED that any schedule may be changed at the request of either party with the consent of the other.

IV SUPERVISION

The Recreation District shall provide supervision of the recreation activities which take place after school hours and during holidays and vacation periods at the areas selected pursuant to this agreement; said personnel shall be under the supervision of the Recreation District. School District personnel shall supervise School District activities.

V EXPENDABLE MATERIALS

The Recreation District shall furnish and supply all expendable recreational materials necessary for carrying on the recreation program.

VI CUSTODIAL SERVICES

The School District shall provide all the custodial services for auditorium, gymnasiums, toilets and other facilities, indoor or outdoors, of any school plant used primarily by the School but leased by the Recreation District. The exception to this will be the use of toilet facilities and office space assigned on a regular basis to the Recreation District for Recreation personnel at the Pleasant Valley School site. These facilities will be maintained by the Recreation District.

The Recreation District shall provide all the custodial services for Recreational Centers and Parks used by the School District. Services requiring overtime will be charged the using District.

VII
INSURANCE

Both the Recreation District and the School District shall carry liability insurance with a minimum of \$500,000/\$500,000 bodily injury and \$500,000 property damage. Certificates of the insurance shall be provided each District to show coverage in force and effective dates.

The Recreation District shall indemnify and hold harmless the School District for damages to school property incurred as a proximate result of recreation activities conducted by the Recreation District. The School District shall indemnify and hold harmless the Recreation District for damages to recreation property incurred as a proximate result of school activities conducted by the School District.

VIII
TERM OF AGREEMENT

This agreement may be terminated by either party upon sixty days written notice to the other party.

IN WITNESS WHEREOF, Recreation and Park District has caused this agreement to be executed by its Chairman and Secretary and the Pleasant Valley School District has caused this agreement to be executed by its President and Clerk.

Date April 12, 1963

PLEASANT VALLEY RECREATION AND PARK
DISTRICT

By Robert J. Killeen Chairman

By Charles E. Jones Secretary

PLEASANT VALLEY SCHOOL DISTRICT

By A. W. Hare President

By R. L. Gerry Clerk

JOINT USE AGREEMENT
for the
MONTE VISTA GYMNASIUM
between the
PLEASANT VALLEY SCHOOL DISTRICT
and the
PLEASANT VALLEY RECREATION AND PARK DISTRICT

WHEREAS, the Pleasant Valley School District, hereinafter known as the School District, and the Pleasant Valley Recreation and Park District, hereinafter known as the Recreation District, are mutually interested in and concerned with providing adequate facilities for the physical well-being and recreation of the people within the Recreation District; and

WHEREAS, the community of Camarillo has a clear and demonstrated need for additional gymnasium facilities, particularly in western Camarillo, to meet the recreational needs of an expanding group of adults and youth; and

WHEREAS, the School District has a school in western Camarillo (Monte Vista Middle School) that has a significant need for a gymnasium to service the needs of a growing student population; and

WHEREAS, the School and Recreation Districts have a history of joint use cooperation in serving the needs of its community constituents;

NOW THEREFORE, be it resolved that the two districts form a cooperative agreement of joint use to enable them to construct a gymnasium that will serve both the students in the School District and the community recreational users in the community at large. The agreement sets forth mutual covenants and promises of the Parties here to, to establish procedures, rules, financing, and mutual obligations of care and oversight of the facility, to wit:

I

The School District will make application to the Department of General Services, State of California, for 50:50 funding of the gymnasium under funding by the State Allocation Board from Proposition 203 funding. The funding would be based upon guidelines for construction according to pupil loading standards allowed by the Office of Public School Construction. The amount of allowed square footage for Monte Vista is approximately 7,100 sq. feet.

The School District and Recreation District agree that the gymnasium should be at least 10,000 square feet in order to adequately service both the needs of the school children and general public. The two parties also acknowledge that construction costs for the larger facility will be mitigated by the already in place showers and restroom facilities currently existing in the school's activity complex;

The Recreation District agrees to provide the cost for the additional square footage of approximately 3,000 square feet to complete the larger facility;

In consideration for the shared construction cost, the School District agrees to make available to the Recreation District such space as is available and not needed by the school district for educational purposes, to be used by the Recreation District for community recreational programs. Utilities shall be provided by the School District and pro-rated costs charged to the Recreation District.

II

The School District also agrees to make available to the Recreation District an appropriate storage area for equipment and materials used exclusively by the Recreation District to implement programs related to the gymnasium.

III

The School District agrees to provide custodial services for the gymnasium and restrooms during days in which school is in session and custodians are normally on duty. The Recreation District agrees to provide supervision and custodial services during holidays, week-ends, and days in which school custodians are not on duty.

IV

Scheduling of the gymnasium for community use shall be through the Recreation District and shall not conflict with academic programs or normally scheduled school use and special evening activities. Special activities by the school that are outside of the normal school time shall be conveyed to the Recreation District at least two weeks in advance of the program. Emergencies or extraordinary circumstances that do not permit advance notification shall be resolved between the Superintendent of the School District and the General Manager of the Recreation District.

IT IS FURTHER UNDERSTOOD AND AGREED that any schedule may be changed at the request of either party with the consent of the other.

V

SUPERVISION

The Recreation District shall provide supervision of the recreation activities which take place after school hours and during holidays and vacation periods at the gymnasium and surrounding facilities and grounds. Said personnel shall be under the supervision of the Recreation District. School District personnel shall supervise School District activities.

Damage to facilities or grounds shall be the responsibility of the user group, whether it be the School District or a group under the sponsorship and jurisdiction of the Recreation District. Payment for damages shall be made to the School District, at fair market value, for immediate repairs. Fair market value shall be determined by obtaining at least two quotes, where applicable, or by the cost of time and materials for craftsman to effect the repairs.

VI

EXPENDABLE MATERIALS AND
EQUIPMENT AND NON EXPENDABLE MATERIALS

The Recreation District shall furnish and supply all expendable recreational materials necessary for carrying on the recreation program. Materials that are non-expendable or permanently in place shall be available for use by either the School District or the Recreation District upon mutual agreement.

VII

INSURANCE

Both the Recreation District and the School District shall carry liability insurance with a minimum of: 1) \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; 2) Workers' compensation limits as required by Labor Code of the State of California; 3) Employer's Liability limits of \$1,000,000 per accident. Certificates of insurance shall be provided each District to show coverage in force and effective dates.

The Recreation District shall indemnify and hold harmless the School District for damages to school property incurred as a proximate result of recreation activities conducted by the Recreation District. The School District shall indemnify and hold harmless the Recreation District for damages to recreation property incurred as a proximate result of school activities conducted by the School District.

VIII

TERM OF AGREEMENT

In that each party has invested significant funds for the construction of the facility, any termination of this agreement shall only occur after arrangements have been made for a negotiated settlement. Such settlement shall be for reimbursement of funds expended for the construction of the facility as well as any approved enhancements deemed to be of significant value.

Either party may initiate a termination proceeding by means of a written 60-day notification stating reasons for the termination. Such notification shall serve to initiate a negotiated settlement of funds incurred in the construction of the facility.

Should the parties not come to a negotiated settlement, the issue shall be submitted to a neutral third party selected from the American Arbitration Association. Costs incurred in the settlement hearing shall be mutually and equally shared. The results of the third party finding shall be binding on both parties. In any event, the property (gymnasium) shall remain the sole property of the Pleasant Valley School District.

IN WITNESS WHEREOF, Pleasant Valley School District has caused this agreement to be executed by its agent, the School District Superintendent and the Recreation and Park District has caused this agreement to be executed by its agent, the General Manager.

Date August 4, 1997

PLEASANT VALLEY SCHOOL DISTRICT

By Shirley Carpenter Superintendent

PLEASANT VALLEY RECREATION AND PARKS DISTRICT
PARKS DISTRICT

By John C. Williamson General Manager



PLEASANT VALLEY SCHOOL DISTRICT

Business & Financial Services

600 Temple Ave. Camarillo, CA 93010

Phone: (805) 445-8628 FAX: (805) 445-8783

www.pvsd.k12.ca.us

Craig Logsdon, Director

AGREEMENT FOR ACCESS TO VALLE LINDO SCHOOL SITE:

Between: Pleasant Valley School District, Pleasant Valley Recreation and Parks District, and Camarillo Academy of Progressive Education. For access to the irrigation controls by Pleasant Valley Recreation and Parks District: location; Valle Lindo School Site.

Terms of agreement:

Personnel of PVRPD must check in at the CAPE school site office prior to entering the School site "at all times" and must possess proper identification.

Provide CAPE & PVSD with the irrigation schedule for the small playfield area at Valle Lindo (CAPE) school site.

In addition, adjust the irrigation schedule to facilitate any CAPE school events for the small playfield area.

Do not duplicate any keys that are issued.

Only one key to the campus will be issued.


Unauthorized personnel shall not have access to keys.

Permission to access the school site is for scheduling, and monitoring of irrigation controller and irrigation system only.


Pleasant Valley School District:


PVSD – Roger Krevenas

CAPE Administrator:


CAPE – Janet Kanongata

Pleasant Valley Recreation and Parks District:


PVRPD - Dan Laberdo

1-23-2009
Date

JOINT USE AGREEMENT

This is a Joint Use Agreement between the Pleasant Valley Recreation and Park District and Pleasant Valley School District for the joint use of a park/school site on Woodcreek Road, Camarillo, California.

This Agreement is made and entered into this 11th day of May, 1991, by and between the Pleasant Valley Recreation and Park District, a political subdivision of the State of California, hereinafter referred to as "Park District" and Pleasant Valley School District of Ventura County, a political subdivision of the State of California hereinafter referred to as "School District".

W I T N E S S E T H:

WHEREAS, Section 66410 et. seq. of the Government Code authorized the governing bodies of cities to regulate the design and improvements of subdivisions; and

WHEREAS, it is in the best interest of the community for subdivision maps to include plans for adequate roads, lighting and utilities to service the needs of the development and surrounding area; and

WHEREAS, Section 10900 et. seq. of the Education Code of the State of California authorizes "public corporations or districts having powers to provide recreation, cities, counties, cities and counties and school districts or community college districts to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the state." and

WHEREAS, the Quimby Act provides funds ("Quimby Funds") from subdivision development for construction of recreational facilities to serve the area from where such funds are generated; and

WHEREAS, School District proposes to lease with an option to buy, purchase, or otherwise acquire 6.0 acres of real property to be used as an elementary school site ("School Site"). Said property is currently owned by Pardee Construction Co. ("Developer") and located within the boundaries of City adjacent to a 4.42 acre part site ("Park Site") which Park District has acquired. The Park Site and School Site ("Park/School Site"), are shown on Exhibit "A" and described on Exhibit "B" attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, the Park District and School District have decided to jointly develop recreational facilities utilizing the funds at the Park/School Site; and

WHEREAS, School District, in cooperation with Park District desires to schedule recreational programs at the Park/School Site; and

WHEREAS, the Park District and School District have found that it would be in the public interest economically and practically to cooperate with each other in organizing, promoting and conducting adequate programs of recreation and therefore desire to enter into an agreement pursuant to the provisions of Education Code Section 10900 et. seq.;

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Definitions. The following words or terms as used herein will be construed to have the following meaning unless otherwise apparent from the context in which they are used:
 - a) City - City of Camarillo
 - b) Developer - Pardee Construction Co.
 - c) School District - Pleasant Valley School District
 - d) Park District - Pleasant Valley Recreation and Park District
 - e) Park Site - The 4.42 acre park site acquired by Park District
 - f) School Site - The 6.0 acres of real property proposed to be acquired by School District for the purpose of construction of an elementary school thereon
 - g) Park/School Site - The combined area of the park and school sites.

This agreement will enter into effect upon occurrence of the latter of School District's acquisition of the School Site from Developer and Park District's acquisition of Park Site from Developer and remain in effect for so long as the School Site is used for education purposes.

Concurrent with the execution of the Subdivision Improvement Agreement, City will use its best efforts to enter into a lease agreement with Developer for the lease of those roads, easements and right of ways described and shown on Exhibit "C" attached hereto and by this reference incorporated herein for the purpose of giving School District access to the School Site in order to construct, maintain, and operate the proposed elementary school adjacent to Park District's Park Site.

2. Park/School Improvements. The parties agree that they will meet to mutually agree on the facilities to be constructed on the Park Site. Such facilities will be funded through the use of Park District Funds and installed on or before the completion of the Woodcreek site school. The Parties may meet from time to time as provided for in Section 7 of this Agreement to discuss additional facilities to be installed or constructed upon the Park Site.
3. Park District's Use of School District's Facilities.
 - 3.1 Upon completion of the Park/School Site as herein above described, it shall be operated as herein provided by the Park District and School District as a public recreational area open to students of School District and residents of the incorporated and unincorporated territory of Park District.
 - 3.2 School District shall allow Park District use of all athletic fields and designated rest rooms at the School Site under the jurisdiction of School District for supervised community recreational programs and activities. Usage shall be during non-school hours in accordance with a schedule that does not conflict with School District's use of the School Site during its regular instructional use periods or hours of special use which may include after school hours and weekends. The scheduling of Park District use shall be the responsibility of designated staff members in accordance with adopted procedures.

- 3.3 Park District shall be responsible for providing personnel for the supervision of activities during periods of Park District use. During said periods, Park District shall provide at no expense to School District, such employees as determined by its General Manager for the efficient operation of the recreational programs and activities on said facilities including, but not limited to, recreation leaders and recreation supervisors.
 - 3.4 Park District shall provide, at no expense to School District, supplies as may be necessary for the operation of the Park District's scheduled recreation activities at the Park/School Site.
 - 3.5 Park District agrees that during said authorized use, all facilities of School District shall be operated by Park District in keeping with the best accepted practices to insure proper standards of conduct and safety.
4. School District's Use of Park District's Facilities
- 4.1 Upon completion of the Park/School Site as herein above described, it shall be operated as herein provided by the Park District and School District as a public recreational area open to students of School District and residents of the incorporated and unincorporated territory of Park District.
 - 4.2 Park District shall allow School District use of all athletic fields and park facilities at the Park Site under the jurisdiction of Park District for supervised school activities. Usage shall be during school hours and may include after school hours and weekends. The scheduling of School District use shall be the responsibility of designated staff members in accordance with adopted procedures.
 - 4.3 School District shall be responsible for providing personnel for the supervision of activities during periods of School District use. During said periods, School District shall provide at no expense to Park District, such employees as determined by its Superintendent for the efficient operation of the school activities on said facilities.
 - 4.4 School District shall provide, at no expense to Park District, supplies as may be necessary for the operation of the School District's activities at the Park/School Site.
 - 4.5 School District agrees that during said authorized use, all facilities of Park District shall be operated by School District in keeping with the best accepted practices to insure proper standards of conduct and safety.
5. Plans and Specifications of Park Site. Following approval of this Agreement by both School District and Park District, Park District shall prepare plans and specifications for any recreational facilities and improvements which are to be constructed on the Park Site.
6. Construction. Following approval of the plans and specifications of any recreational facilities, as set forth in paragraph 5 herein, by the District's architect and appropriate funding for the construction of the recreational facilities having been provided, Park District shall, in the manner prescribed by law, construct or install the recreational facilities described herein, and all appurte-

nant facilities, including but not limited to fences and bleachers. All such facilities must be approved by the School District's architect. All costs of constructing the recreational and appurtenant facilities shall be borne in entirety by Park District. Construction of such facilities will occur at times mutually agreed upon by School District and Park District so as to cause minimal interference with the educational process of the District. Park District shall complete the construction of the Facilities listed on Exhibit "D" on the Park Site and such facilities shall be completed and ready for use on or before the completion of the Woodcreek site school.

7. Fees for Use. Neither Park District nor School District shall be required to pay any fees or other charges for their use of the facilities on the Park/School Site, provided that nothing in this section shall prevent the parties from charging or collecting funds with respect to their recreational or concessional activities conducted on the Site.
8. Maintenance. Park District agrees to maintain at its own expense the grounds of the Park Site in a safe, clean and attractive manner at all times during the term of this Agreement. Such maintenance to include, but not be limited to irrigation, mowing, striping, and grading where necessary. The requirements of grounds maintenance may be modified on occasion owing to extraordinary circumstances such as drought conditions or other acts of nature beyond the scope of reasonable control.
9. Maintenance and Repair of Facilities. Park District shall be responsible for the maintenance of all facilities of School District at the School Site while Park District has control of such facilities. School District shall be responsible for the maintenance of all facilities of Park District at the Park Site while School District has control of such facilities.

Park District shall repair, cause to be repaired or reimburse School District for the cost of repairing damage to the facilities of School District that occur during Park District's use of such facilities except where such damage may be attributable to ordinary or reasonable use of said facilities. School District shall repair, cause to be repaired or reimburse Park District for the cost of repairing damage to the facilities of Park District that occur during School District's use of such facilities except where such damage may be attributable to ordinary or reasonable use of said facilities. Either District will provide ten (10) days notice prior to undertaking such repair if it will preclude use by the other District. Nothing in this paragraph shall preclude School District or Park District from making emergency repairs without notice to the other when the damaged facility poses a threat to the users of the School/Park Site.

10. Appointment of Representatives. School District and Park District will each appoint a representative to interface with each other on matters pertaining to the replacement and repair of the facilities constructed or installed on the Park Site or the installation of additional facilities on the Park Site. The representatives will meet on a yearly basis, unless both representatives agree that such a meeting is unnecessary. In the event that a disagreement arises between the representatives over the repair, replacement of or addition to the facilities, the procedures set forth in Section 12 of this Agreement will be adhered to.

11. Indemnification and Insurance. Each party agrees to defend, indemnify and hold harmless the other party, its agents, officers, and employees from and against any and all liability expense including defense cost and legal fees and claims for damages of nature whatsoever, including but not limited to bodily injury, personal injury, death or property damage, arising from or connected with each party's operation or its services under this Agreement including any worker's compensation suits, liabilities or expense arising from or connected with the services performed on behalf of each party by any person pursuant to this Agreement. Each party's duty to indemnify the other party shall survive the expiration or other termination of this Agreement whether by expiration of the term or otherwise as claims occurring prior to the date of termination.

Without limiting each party's indemnification of the other, each party shall provide to the other a liability insurance certificate thereby describing that party's program to self administer, defend, settle and pay third party claims for bodily injury and other property damages.

12. Disputes. Except with respect to the rights and duties of the parties set forth in Section 8 of this Agreement entitled "Indemnification and Insurance" in the event of a dispute between the parties of this Agreement, the following procedure shall be adhered to: School District and Park District shall each appoint a representative and within ten (10) days the representatives so appointed shall select a third representative. The three representatives selected in the manner set forth above shall resolve the dispute in question by majority vote and the decision of the representatives shall be binding upon the parties hereto. In the event that the representatives selected by the parties cannot agree on a third representative, one will be appointed by the American Arbitration Association.
13. Amendment and Waiver. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors or assigns. All waivers of this Agreement must be in writing and signed by the appropriate authorities of the parties hereto.
14. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining portions hereof shall not, in any way, be affected or impaired thereby.
15. Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties.
16. Notices, Demands and Communication. Formal notices, demands and communications between School District and Park District hereunder shall be sufficiently given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Pleasant Valley School District or any future name which the School District may adopt, or Park District, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Such notices, etc., shall be deemed received upon delivery if personally served or upon the expiration of three (3) business days if given by registered or certified mail, return receipt requested.

If to School District:

Pleasant Valley School District
600 Temple Avenue
Camarillo, CA 93010-4835
Attn: Dr. Howard Hamilton,
Associate Superintendent

If to Park District:

Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010
Attn: Mr. Eldred E. Lokker
General Manager

17. Attorney's Fees. In any litigation arising out of the breach of this Agreement by any party, the prevailing party in such litigation, in addition to any other relief which may be granted whether legal or equitable, shall be entitled to recover reasonable attorneys' fees and all other reasonable costs incurred in such litigation and allowed by the court.
18. Interpretation. The terms of this Agreement, including all Exhibits hereto, shall not be construed for or against any party by reason of the authorship of this Agreement, but shall be construed in accordance with the meaning of the language used. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
19. Authority. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.
20. Exhibits. All exhibits referred to herein and attached to this Agreement are incorporated herein as though fully set forth.
21. Definitions. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
 - a) General Manager - The General Manager of the Pleasant Valley Recreation and Park District or his/her authorized representative(s).
 - b) School Superintendent - The Superintendent of the Pleasant Valley School District or his/her authorized representative(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein and above written.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: *Edward E. Lohman*
General Manager

PLEASANT VALLEY SCHOOL DISTRICT

By: *Shirley J. Carpenter*
Superintendent

ATTEST BY:

Patricia L. Maxwell
Clerk of the Board of Directors
Pleasant Valley Recreation and Park District

Shirley J. Carpenter
Secretary of the Board of Trustees
Pleasant Valley School District

EXHIBIT "A"
Description

The land referred to in this report is situated in the County of Ventura, State of California, and is described as follows:

All of proposed Tract No. 4567, in the City of Camarillo, County of Ventura, State of California, more particularly described as follows:

Parcel A:

Lots 1248 and 1249 of Tract No. 2381-B, in the City of Camarillo, County of Ventura, State of California, as per map recorded in Book 76, Pages 16 to 22 inclusive of Maps, in the Office of the County Recorder of said County.

EXCEPT all oil, mineral, gas and other hydrocarbon substances below a depth of five hundred (500) feet below the surface of said land, but without the right of entry to such surface or subsurface within said five hundred (500) feet, as reserved in deed recorded November 12, 1970 in Book 3747 Page 563 of Official Records.

Parcel B:

A portion of Parcel 21, in the City of Camarillo, County of Ventura, State of California, as shown on a Parcel Map No. 225A filed in Book 40 Page 59 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPT all oil, minerals, gas and other hydrocarbon substances below a depth of five hundred (500) feet below the surface of said land, but without the right of entry to such surface or subsurface within said five hundred (500) feet, as reserved in deed recorded November 12, 1970 in Book 3747 Page 563 of Official Records.

EXHIBIT "B" TENTATIVE MAP



TYPICAL STREET SECTIONS



VICINITY MAP

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
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- 9. ...
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- 18. ...
- 19. ...
- 20. ...

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**300' RADIUS
 HOMEOWNERS MAP**

**TENTATIVE TRACT MAP
 4567**
 IN THE CITY OF GARDENAS, CALIFORNIA

11588:
JEE CONSTRUCTION CO.
 ...
 ...

...	...

EXHIBITS C & D

EXHIBIT C:

The exhibits of easements and entrances are in an ongoing status as the design of the school and park is being developed by the School District's architects. As this information becomes available and agreed to by the respective agencies, they will be attached to the agreement.

EXHIBIT D:

The preliminary plan for the play area owned by the Park District calls for two regulation size soccer and two regulation size softball diamonds. The fields are to be designed such that soccer and softball overlap and utilize the same fields but are set up and played at different seasons. The Park District will be responsible for design and construction of the field and also for purchase, placement, and care of the field equipment. The School District's architect will work closely with the Park District to assure compliance with all pertinent codes and regulations.

Also, it is recommended that a chain link fence of standard size and durability be placed around the field as a safety measure to guard against balls and children from entering into the streets.

The above represents the recommendations to date. Recommendations may change slightly as both agencies work together and discuss issues of mutual benefit.

It is agreed to that all play area fields and equipment will be in place at the time the school is opened to the students. The anticipated opening date is September of 1993.

**AGREEMENT FOR AND USE OF WATER & SEWER AND THE
CONSTRUCTION AND MAINTENANCE AT LAS COLINAS MIDDLE SCHOOL**

This agreement is entered the 21 day of August, 2014, between PLEASANT VALLEY SCHOOL DISTRICT, herein referred to as "School District," and PLEASANT VALLEY RECREATION AND PARK DISTRICT, herein referred to as "Park District." School District and Park District are hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

The School District and Park District, having common boundaries and, having entered into previous agreements concerning the maintenance and use of facilities, playfields and parks declare that it is in the interest of both the School District, Park District, citizens of Camarillo, and Property Owners in surrounding area to enter into this agreement concerning the utilization of School District's potable water supply and sewer located at Las Colinas Middle School for the its use for a new public drinking fountain to be located on adjacent Park District Property parcel (Mission Oaks Park) located at 5501 Mission Oaks Blvd.

AGREEMENT

NOW THEREFORE, in consideration of the above-referenced recital and the mutual promises, covenants and terms contained herein, the School District and Park District agree as follows:

The School District hereby grants to the Park District authorization to make modifications to existing School District's potable water and sewer source at Las Colinas School to accommodate a point of connection for a sub-metered uninterrupted supply of water and access to sewer waste line to service a new drinking fountain on Park District Property as a benefit to the community.

1. As a condition to receiving approval to make such alteration, modifications or improvements to the School District's property, the Park District's contractor shall provide School District proof of liability insurance coverage in scope, amount and form as required by School District and naming the Pleasant Valley School District as additionally insured. Park District's contractor shall comply with any other conditions imposed by School District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the School District and the City of Camarillo, given the proximity of the Park District property to the School District property, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, Park District shall diligently execute the work to completion within an agreed upon timeframe. Park District shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the School District property associated with work performed or materials supplied.

As a part of this agreement the Park District shall be responsible for the payment of the agreed upon rate for water and sewer use set by the School District in an advance for an annual flat rate of \$200.00 during the term of this agreement then may be renegotiated upon the extension of this agreement. The Park District shall also be responsible for the maintenance and repair of all Park District installed plumbing infrastructures located on School property. The costs of such maintenance and repairs as may otherwise require attention shall be borne by the Park District. Maintenance is to be provided by Park District personnel or their selected contractor. Any maintenance and repairs shall be performed in accordance with a schedule that does not conflict with School District's use of the School Site during its regular instructional use periods or hours of special use which may include after school hours and weekends. The scheduling of Park District repairs and/or maintenance shall be the responsibility of designated staff members in accordance with adopted procedures.

2. a. Hold Harmless. Each Party agrees to hold the other Party, its elected officials, agents, officers and employees, harmless from all claims, demands, lawsuits, judgments, damages, loss or liability, which, directly or indirectly, occur during operation or maintenance activities set forth in this Agreement, or occur while each Party is on the Property, or injuries or damages incurred during each of the respective Parties performance of the work, as set forth in this Agreement.

b. Defense and Indemnity of Third Party Claims. Each Party shall investigate, defend, and indemnify the other Party, its elected officials, officers and employees, from all claims, lawsuits, demands, judgments or liability including, but not limited to, property damage, personal injury, wrongful death, general liability, automobile, arising out of, directly or indirectly, each Parties' negligent performance or negligent omission of the respective Parties in performing the activities described in this Agreement.

c. Insurance. Each Party shall, at each Party's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance to protect each party from claims under workers compensation acts, at a minimum as required by State Law and general liability. Self-insurance coverage is permitted.

3. This agreement shall be in force for one (1) year from June 16, 2014 to June 16, 2015 with the option to extend the agreement for three (3) additional years or thereafter until a new Agreement may be negotiated. Formal notices, demands and communication between School District and Park District hereunder shall be sufficiently given if mailed by registered or certified mail, postage pre-paid, return receipt requested to the principal offices of Pleasant Valley School District located at 600 Temple Avenue, Camarillo, CA 93010, or Pleasant Valley Recreation & Park District: 1605 East Burnley Street, Camarillo, CA 93010.

4. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

5. The Agreement may be rescinded by sixty (60) days written notice additionally the agreement may be modified or canceled at any time by either party.

6. Successors and Assigns. This Agreement may not be assigned by without the prior written consent of both Parties. This Agreement shall inure to the benefit of and shall be binding upon the respective successors of interest.

7. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future.

8. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the activities contemplated under this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties, oral or written, express or implied, are hereby superseded and merged herein.

10. Time. Time is of the essence with respect to every provision of this Agreement in which time is an element. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein.

11. Governing Law. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

12. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

Pleasant Valley School District

Pleasant Valley Recreation and Park
District

By: RaeAnne Michael
Ms. RaeAnne Michael
Superintendent

By: Amy Stewart
~~Daniel L. LaBrado~~ Amy Stewart
Acting General Manager

Pleasant Valley School District

Meeting: Regular Board Meeting : P. Action Items

Created : October 06, 2014 at 02:58 PM

3. Agreement Between the Pleasant Valley School District and the Pleasant Valley Recreation and Park District For and Use of Water & Sewer and the Construction and Maintenance at Las Colinas Middle School from June 16, 2014 to June 16, 2015 (D) (V)

August 21, 2014

Status:

Discussion Item

Motion Made By : Suzanne Kitchens.

Motion Seconded By : Bob Rust.

Quick Summary / Abstract

The Superintendent recommends the Approval of the Agreement For and Use of Water & Sewer and the Construction and Maintenance at Las Colinas Middle School from June 16, 2014 to June 16, 2015.

Recommended Action

The Board approve the Agreement Between the Pleasant Valley School District (PVSD) and the Pleasant Valley Recreation and Park District (PVRPD) For and Use of Water & Sewer and the Construction and Maintenance at Las Colinas Middle School. This agreement is in effect from June 16, 2014 to June 16, 2015.

Statement

The Pleasant Valley School District (PVSD) and the Pleasant Valley Recreation and Park District (PVRPD) have common boundaries and have entered into previous agreements concerning the maintenance and use of facilities, play fields, and parks. It is in the best interest of both parties, the community, and property owners surrounding the area to enter into this agreement concerning the utilization of PVSD potable water supply and sewer located at the Las Colinas Middle School for the use of a new public drinking fountain to be located on adjacent PVRPD property (Mission Oaks Park) located at 5501 Mission Oaks Blvd. This agreement shall be in force for one year, from June 16, 2014 to June 16, 2015 with the option to extend the agreement for three additional years or until a new agreement is

negotiated.

Financial Impact

None

Associated File Attachments

 [PVSD & PVRPD Water Agreement \(Files\)](#)

Minutes

This item is in regard to a drinking fountain at the dog park close to Las Colinas Middle School, it taps into our facility. The Pleasant Valley Recreation and Park District will pay for it.

A motion was made and approved to accept the Agreement Between the Pleasant Valley School District and the Pleasant Valley Recreation and Park District For and Use of a Water & Sewer and the Construction and Maintenance at Las Colinas Middle School from June 16, 2014 to June 16, 2015.

Votes

Motion Made By : Suzanne Kitchens.

Motion Seconded By : Bob Rust.

Bob Rust - **Yes**

Suzanne Kitchens - **Yes**

Kelly Long - **Yes**

Debra Kuske - **Yes**

Ron Speakman - **Not Present**