

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
March 4, 2020**

5:30 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Legal Counsel – Litigation

The District Board will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel; there is a significant exposure to litigation in one case.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #645

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, or add any agenda item(s) and to remove any consent agenda items for discussion.

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 speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date 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 Special Board Meeting of January 30, 2020 and Regular Board Meeting of February 5, 2020

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before January 31, 2020.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for January 2020.

D. Consideration for Setting Dates for Budget Workshops

The workshops assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year.

E. Consideration of Entering into Interlocal Participation Agreements for Cooperative Purchasing

Cooperative purchasing agreements leverage the power of state procurement compliance on a national level in order to decrease the costs of goods and services, and the public procurement process itself.

7. NEW ITEMS – DISCUSSION/ACTION

A. Journey the Church Agreement

District staff has worked with Journey the Church on developing an agreement to meet the growing needs of both parties.

Suggested Action: A MOTION to Approve a 15-month agreement (Agreement #3) with Journey the Church for use of the Community Center located at 1605 E. Burnley St.

B. Consideration and Approval of a Six-Week Turf Maintenance & Rest Closure at Springville Dog Park

By closing the park for a six-week period in the beginning of peak growing season, it will allow staff to do all the necessary turf maintenance practices and give adequate rest to rejuvenate the turf.

Suggested Actions: A MOTION to Authorize and Approve the six-week closure of Springville Dog Park for turf maintenance and approve a temporary dog park located at Freedom Park.

C. Nominations for Candidate for CSDA Board of Directors, Seat B

The California Special Districts Association (CSDA) is seeking a Special District Board Member or their General Manager for the CSDA Board of Director Seat B 2020-2022 term.

Suggested Action: Provide direction regarding nominations for CSDA Seat B.

8. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:

A. Chair Magner

B. Ventura County Special District Association/California Special District Association

C. Ventura County Consolidated Oversight Board

D. Santa Monica Mountains Conservancy

E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy

F. Ad Hoc Committees – Journey; Miracle League; Ran Rancho

G. Foundation for Pleasant Valley Recreation and Parks

H. General Manager's Report

9. ORAL COMMUNICATIONS- Informal items from Board Members or staff not requiring action.

10. 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 & Park District
Administration Building, Room #6
Minutes of Special Meeting
January 30, 2020**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation & Park District was called to order at 5:06 p.m. by Chair Magner.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Directors Malloy, Mishler, Dixon and Chair Magner

Absent: Director Kelley

Also Present: General Manager Mary Otten, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analysts Megan Hamlin and Jessica Puckett, and City Manager Dave Norman.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

A. Cooperative Agreement with City of Camarillo – Senior and Community Center Architectural Design Refinement, California Environmental Quality Act (CEQA) Processing, and Property Assessment Survey

General Manager Mary Otten provided an overview of the agreement which identifies the work to be contracted by each party and the reimbursement of half of the expenses borne by the other party. City Manager Dave Norman was present in the audience for questions.

Director Kelley arrived at 5:15 p.m.

Discussion included: a November 4, 2020 deadline for a possible ballot measure; time constraints in implementing the CEQA analysis, and desire to work with LPA, Inc. for further design refinement and assistance with the CEQA process.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to authorize the Board Chair to execute the Cooperative

Agreement with the City of Camarillo for architectural design refinement, CEQA processing, and property assessment/voter survey for the proposed Senior and Community Recreation Facility, and appropriate \$98,100 from the General Fund Capital and concurrently adjust the Fiscal Year 19/20 budget to reflect the increase of \$98,100.

**Motion to Approve
Coop Agrmt with
City for Senior
and Community
Rec Facility**

Voting was as follows:

Ayes: Mishler, Malloy, Kelley, Dixon, Chair Magner

Noes:

Absent:

Carried

Motion: Carried.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to authorize the General Manager to enter into an agreement with LPA for professional services to further define the architectural design.

**Motion to
Approve Agrmt
with LPA for
Design Refine**

Voting was as follows:

Ayes: Mishler, Malloy, Kelley, Dixon, Chair Magner

Noes:

Absent:

Carried

Motion: Carried.

7. ORAL COMMUNICATIONS

General Manager Mary Otten reported that the City of Camarillo completed an audit regarding Quimby fees. In 2015 Fairfield Residential paid the District \$2.2 million in Quimby fees in lieu of park space within their development. They sold a portion of the development to Aldersgate Homes who paid the District \$283,000 which they should not have paid. The District will need to pay the \$283,000 back.

Ms. Otten also reported that the law firm of Myers, Widders, Gibson, Jones & Feingold, L.L.P. of Ventura submitted a public records request which asked for any operational files and public agreements, Board minutes, or any financial statements, etc. which have to do with AYSO and/or Eagles Soccer Club and their use of soccer fields provided by the District.

Chair Magner stated that an ad hoc committee with Director Malloy and herself will be set up to address Miracle League's field space request. Along with General Manager Mary Otten, Rick Pena of the Miracle League and the Camarillo Pony Baseball Association, they will look at negotiable items.

Director Mishler reported that he will have a summary at the District's regular board meeting of February 5th regarding the Ventura County Consolidated Oversight Board's recent meeting. Mr. Mishler attended a Santa Monica Mountains Conservancy (SMMC) meeting on January 29 which reported on the 2 animal overpass bridges that

will be built over the 101 freeway. He also mentioned a map with areas of interest on the west edge of SMMC's boundary that the District may be interested in.

Chair Magner mentioned the annual Ventura County Special District Association meeting to be held at Sterling Hills Country Club on February 4th.

Administrative Analyst/Clerk of the Board Anthony Miller reminded the Board to complete this year's ethics and sexual harassment training and Form 700.

8. ADJOURNMENT

Chair Magner adjourned the meeting at 5:35 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Elaine Magner
Chair

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
February 5, 2020**

1. CALL TO ORDER

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:33 p.m. by Chair Magner.

A. Adjourned to Closed Session

The Board adjourned to closed session at 5:33 p.m.

B. Closed Session

1) Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1), the Board conducted a closed session to confer with legal counsel regarding litigation to which District is a party. The title of such litigation is as follows: *Pleasant Valley Recreation & Park District and Service Employees International Union Local 721*; Public Employment Relations Board Case Number Case No. LA-CE-1378-M.

C. Regular Meeting Reconvened

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 5:59 p.m. with nothing to report.

2. PLEDGE OF ALLEGIANCE

Connor Soudani led the pledge.

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Recreation Specialist Connor Soudani, Recreation Coordinator Katlyn Simber-Clickener, Park Supervisor Brandon Lopez, and Travis Hole.

4. AMENDMENTS TO THE AGENDA

Agenda accepted as presented.

5. PRESENTATIONS

A. Christmas Recap

Recreation Specialist Connor Soudani presented the highlights of seasonal events during December 2019 including Letters to Santa, Breakfast with Santa, the Ugly Sweater 5K & Donut Dash, and the Christmas Parade.

6. PUBLIC COMMENT

No comments.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of January 2, 2020
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 642 Directing SCI Consulting Group to Prepare the FY 2020-2021 Engineer’s Report for the Assessment District
- E. Adoption of Resolution No. 643 New Records Retention and Destruction Policy

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

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Malloy, Mishler, Kelley, Dixon, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of the FY 2018-2019 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPAs

Administrative Services Manager Leonore Young presented the audited annual financial report for FY 2018-2019. Travis Hole of Moss, Levy, Hartzheim LLP was in the audience. Discussion included: the 12.2% increase in CalPERS unfunded liability with no real break-even point in the near future.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to approve the annual financial report for FY 2018-2019 as prepared by Moss, Levy & Hartzheim LLP, CPAs.

Motion to Approve FY 18-19 Audit

Voting was as follows:

Ayes: Malloy, Mishler, Kelley, Dixon, Chair Magner

Noes:

Absent:

Carried

Motion: Carried

B. Freedom Gym Options

With the sale of Freedom Gym in September 2019, Recreation Services Manager Eric Storrie presented three viable options for maintaining the current levels of District

programming: 1) renting from the new owner, 2) using other District facilities and 3) joint-use agreements for similarly situated space.

Discussion included: loss of revenue at Freedom Gym, insurance provided by District for programming as usual, appreciation that District will still be able to provide programming, user groups cognizant of proposed scheduling and loss of use in the evenings and weekends; cost of water and electric maintenance; parking issue to be included in any MOU with no added cost to the District, and acknowledgement that the building will have to be tented and that there will be outside changes.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve and authorize the General Manager to negotiate and enter into a Memorandum of Understanding with Mr. Kuskie for use of Freedom Gym with a six month to one-year agreement.

Motion to Approve GM to Enter into MOU with Erick Kuskie for Freedom Gym

Voting was as follows:

Ayes: Mishler, Dixon, Kelley, Malloy, Chair Magner

Noes:

Absent:

Motion: Carried

Carried

C. Consideration and Adoption of Resolution No. 644 Approval of Mid-Year Budget Adjustments for FY 2019-2020

Administrative Services Manager Leonore Young presented an increase of \$34,482 in revenue over expenses for Fund 10 at mid-year due to programming and staffing changes. Fund 30 (Park Dedication Fees) has one requested mid-year adjustment of \$60,000 for an irrigation chemical injection system. Discussion included: the Aquatic Center closure for renovations, need for better root growth in the clay soil of Pleasant Valley Fields; aerification, water absorption and weed control; and soil analyses.

Chair Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to adopt Resolution No. 644 to approve mid-year budget adjustments for FY 2019-2020.

Motion to Approve Reso 644 Mid-Year Budget

Voting was as follows:

Ayes: Mishler, Malloy, Kelley, Dixon, Chair Magner

Noes:

Absent:

Motion: Carried

Carried

D. Consideration of Design Options for New Marquee at the Community Center

Administrative Analyst Jessica Puckett presented various options for a new LED lit marquee at the corner of the Community Center at Carmen Drive and East Burnley Street. Based on information from the City and their marquee on Carmen Drive, the District's

marquee has approximately 17,000 drive by views. Discussion included: the City's preference for a single sided sign, City ordinance regarding size, location and lighting for signage and monument signs; best resolution for optimum viewing from the street; need to look at cost figures for 8 and 10 mm displays for better graphics; and the possibility of ad space. Staff was directed to contact the vendors and come back with options for 8 mm and 10 mm one sided signs with mock-ups.

9. INFORMATIONAL ITEMS

A. Chair Magner thanked staff for continuing with all of the committee meetings even though January was a rough month for illnesses.

B. Ventura County Special District Association/California Special District Association – Chair Magner stated that Mary Otten received the General Manager of the Year award at the annual meeting at the Sterling Hills Country Club. CSDA – Chair Magner reported that the board has two vacancies.

C. Ventura County Consolidated Oversight Board – Director Mishler passed out a handout regarding the successor agencies' FY 2020-2021 administrative cost budgets. Santa Paula filed a "last and final" report and Camarillo should file its last report next year.

D. Santa Monica Mountains Conservancy – Director Mishler reported that the federal government funded \$30 million dollars for rebuilding due to last year's fire damage and that state parks will fund also.

E. Standing Committees – Finance – Director Malloy presented the CalPERS annual report for 2018-2019. The amount of spending on benefits is rising fast and from 2017 to 2018, the accrued liability increased by \$40 billion dollars and annual covered payroll grew by \$2 billion. CalPERS reported out but the news is not good. Liaison – Director Mishler reported that a meeting is coming up. Long Range Planning – No meeting. Personnel – Chair Magner stated that the agenda has been set for the year. Policy – No meeting.

F. Ad Hoc Committees – Journey the Church – Director Malloy stated that they are working on an extension to Journey's contract and will meet again in two weeks. Ran Rancho – No meeting. Miracle League – Chair Magner and Director Malloy have been assigned to this new committee.

G. Foundation for Pleasant Valley Recreation and Parks – Chair Magner stated that the group will meet to plan for this year's calendar.

H. General Manager's Report – Ms. Otten thanked VCSDA for the award and commended the District Board on its ability to look ahead and staff for completing all the work to date. LED lights have been installed at the Springville Park tennis courts and will be completed for the walkway lights at Mission Oaks Park. May 9th will be the first budget workshop.

11. ORAL COMMUNICATIONS

Director Dixon thanked Director Malloy for his CalPERS presentation and Chair Magner congratulated General Manager Otten for her VCSDA General Manager of the Year award.

12. ADJOURNMENT

Chair Magner adjourned the meeting at 7:47 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Elaine Magner
Chair

Pleasant Valley Recreation and Park District
 Finance Report
 January 2020

	Date	Amount	
Accounts Payables:	01/01/2020-01/31/2020	\$ 824,755.51	
	Total	\$ 824,755.51	
Payroll (Total Cost):	1/9/2020	\$ 130,751.01	
	1/23/2020	\$ 135,565.31	
	Total	\$ 266,316.32	
Outgoing:Online Payments			
	1/8/2020	\$ 3,029.89	WEX (76) Fuel Purchase
	1/8/2020	\$ 30,946.82	CALPERS- Health Insurance
	1/9/2020	\$ 4,087.32	City of Camarillo- Water
	1/9/2020	\$ 3,279.89	Southern CA Gas Co.
	1/9/2020	\$ 3,774.70	Southern CA Edison
	1/10/2020	\$ 463.20	Aflac
	1/10/2020	\$ 132.51	Sprint
	1/10/2020	\$ 4,336.74	EJ Harrison
	1/13/2020	\$ 2,220.96	The Guardian- Dental Insurance
	1/13/2020	\$ 500.40	VSP- Vision Insurance
	1/13/2020	\$ 2,001.32	The Hartford
	1/14/2020	\$ 70.95	Culligan Water
	1/15/2020	\$ 14,366.27	CALPERS- Ret.- PR 12/26/2019
	1/17/2020	\$ 14,321.49	CALPERS- Ret.- PR 01/09/2020
	1/21/2020	\$ 131.86	CALPERS- Ret.- PR Adjustment
	1/24/2020	\$ 14,401.44	CALPERS- Ret.- 1/23/2020
	1/27/2020	\$ 49.75	Sprint
	1/28/2020	\$ 2,582.84	City of Camarillo- Water
	1/28/2020	\$ 7,285.34	Southern CA Edison
	1/29/2020	\$ 4,336.74	EJ Harrison
	1/29/2020	\$ 16.99	Spectrum Business
	1/29/2020	\$ 1,028.73	City of Camarillo- Water
	1/29/2020	\$ 2,518.95	Southern CA Gas Co.
	1/29/2020	\$ 45.87	Southern CA Edison
	Total	\$ 115,930.97	
	Grand Total	\$ 1,207,002.80	

CASH REPORT

	1/31/2020 Balance	1/31/2019 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 364,222.03	\$ 373,805.13	
457 Pension Trust Restricted	\$ 60,848.89	\$ 70,143.69	
Quimby Fee - Restricted	\$ 26,534.47	\$ 282,144.86	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 661,107.82	
Ventura County Pool - Restricted	\$ 5,178,403.08	\$ 5,101,063.93	
FCDP Checking	\$ 22,128.61	\$ 26,864.04	
Total	\$ 6,312,901.56	\$ 6,515,129.47	
Semi-Restricted Funds			
Assessment	\$ 685,660.99	\$ 443,514.26	
Capital Improvement	\$ 30,610.00	\$ 29,367.87	
Capital - Vehicle Replacement	\$ 60,843.80	\$ 50,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,848,455.63	\$ 2,458,736.18	
Contingency - Dry Period	\$ 361,000.00	\$ 271,000.00	
Contingency - Computer	\$ 15,000.01	\$ 10,000.01	
Contingency - Repair/Oper/Admin	\$ 50,000.00	\$ 30,000.00	
Total	\$ 4,067,968.37	\$ 3,309,860.06	
Unrestricted Funds			
Contingency	\$ 76,186.54	\$ 765,090.34	
Cal Trust	\$ 1,317,791.48	\$ 935,963.67	
General Fund Checking	\$ 263,791.23	\$ 267,443.19	
Total	\$ 1,657,769.25	\$ 1,968,497.20	
Total of all Funds	\$ 12,038,639.18	\$ 11,793,486.73	\$ 245,152.45

	2/11/2020 Balance	2/28/2019 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 236,113.03	\$ 249,123.24	
457 Pension Trust Restricted	\$ 60,848.89	\$ 70,159.83	
Quimby Fee - Restricted	\$ 26,534.47	\$ 121,608.18	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 660,764.45	
Ventura County Pool - Restricted	\$ 5,178,403.08	\$ 5,126,102.71	
FCDP Checking	\$ 22,128.61	\$ 21,514.04	
Total	\$ 6,184,792.56	\$ 6,249,272.45	
Semi-Restricted Funds			
Assessment	\$ 685,160.08	\$ 399,553.78	
Capital Improvement	\$ 30,610.00	\$ 29,390.11	
Capital - Vehicle Replacement	\$ 60,843.80	\$ 50,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,848,455.63	\$ 2,458,736.18	
Contingency - Dry Period	\$ 361,000.00	\$ 271,000.00	
Contingency - Computer	\$ 15,000.01	\$ 10,000.01	
Contingency - Repair/Oper/Admin	\$ 50,000.00	\$ 30,000.00	
Total	\$ 4,067,467.46	\$ 3,265,921.82	
Unrestricted Funds			
Contingency	\$ 76,186.54	\$ 765,337.99	
Cal Trust	\$ 1,317,791.48	\$ 438,514.22	
General Fund Checking	\$ 422,823.25	\$ 424,942.85	
Total	\$ 1,816,801.27	\$ 1,628,795.06	
Total of all Funds	\$ 12,069,061.29	\$ 11,143,989.33	\$ 925,071.96

Pleasant Valley Recreation & Park District
 FY 19-20 Investments Summary
 31-Dec-19

	Purchase Date	Maturity Date	Purchase Price	Purchase Price	Market Price	Accrued Interest	Est. Annual Income	Est. Yield	Cur. Market Value	Int. Received Since Inception
MBS Investments:										
Firstbank P.R. Santurce	2/12/2016	2/12/2020	245,000.00	245,000.00	100.0030	210.43	4,042.50	1.64%	245,007.35	15,827.86
Goldman Sachs Bk USA New York CTF Dep A	2/10/2016	2/10/2021	200,000.00	200,000.00	100.4760	1,327.95	3,900.00	1.94%	200,952.00	13,644.66
Everbank Jacksonville Fla	2/12/2016	2/12/2021	200,000.00	200,000.00	100.0360	1,313.42	3,400.00	1.69%	200,072.00	11,895.34
MBS Investments Total			645,000.00	645,000.00			11,342.50		646,031.35	41,367.86

	FY15-16 Interest	FY16-17 Interest	FY17-18 Interest	FY18-19 Interest	2019-2020 Q1 Interest	2019-2020 Q2 Interest	2019-2020 Q3 Interest	2019-2020 Q4 Interest	2019-2020 YTD Interest	Int. Received Since Inception
MBS Interest Summary										
YTD Dividends and Interest	1,340.13	11,362.53	11,342.53	11,342.53	4,638.94	997.86	343.34	-	5,980.14	41,367.86

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	Current Qtr. Interest Rate	2019-2020 YTD Interest Earned	Ending Cash Balance Per GL
LAIIF:	\$ 16,747.77	\$ -	\$ -	\$ -		\$ 16,747.77	2,706,443.03

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	2019-2020 YTD Interest Earned	Ending Cash Balance Per GL
Ventura County Pool & CALTRUST						
County Pool Restricted-0241	\$ 15,292.89	\$ 28,189.24			\$ 43,482.13	4,072,817.49
CALTRUST & County Unrestricted-0240	\$ 8,076.65	\$ 3,051.05			\$ 11,127.70	485,130.74

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	2019-2020 YTD Interest Earned	Ending Cash Balance Per GL
Pacific Western Bank Accounts						
457 Pension	\$ 50.47	\$ 49.59			\$ 100.06	67,131.46
Assessment District	\$ 458.48	\$ 125.55			\$ 584.03	38,132.87
Capital	\$ 73.84	\$ 74.16			\$ 148.00	98,270.44
Contingency	\$ 208.29	\$ 27.60			\$ 235.89	516,197.47
Debt Service	\$ 240.86	\$ 123.37			\$ 364.23	242,771.26
Quimby	\$ 166.33	\$ 262.48			\$ 428.81	211,564.33

Total Invested Balance Including MBS 9,084,490.44

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	2019-2020 YTD Interest Earned
Interest Earnings Summary					
Total Dividends and Interest	45,954.52	32,900.90	343.34	-	\$ 79,198.76

MBS – Multi Bank Securities

MBS - US Treasury Type	Sept 11 2018	Oct 15 2018	Nov 11 2018	Dec 11 2018	Jan 11 2019	Feb 11 2019	March 13 2019	April 9 2019	May 8 2019
US 3 Month	2.095%	2.228%	2.327%	2.344%	2.345%	2.375%	2.388%	2.376%	2.399%
US 6 Month	2.255%	2.395%	2.464%	2.475%	2.437%	2.432%	2.445%	2.375%	2.388%
US 1 Year	2.435%	2.567%	2.637%	2.595%	2.490%	2.458%	2.435%	2.332%	2.295%
US 2 Year	2.744%	2.853%	2.924%	2.754%	2.537%	2.490%	2.463%	2.346%	2.297%
US 3 Year	2.820%	2.941%	2.990%	2.751%	2.504%	2.467%	2.433%	2.294%	2.264%
US 5 Year	2.869%	3.012%	3.039%	2.726%	2.520%	2.475%	2.522%	2.306%	2.287%
	June 10 2019	July 9 2019	Aug 12 2019	Sept 12 2019	Oct 9 2019	Nov 12 2019	Dec 11 2019	Jan 15 2020	Feb 11 2020
US 3 Month	2.215%	2.148%	1.927%	1.870%	1.630%	1.540%	1.525%	1.527%	1.515%
US 6 Month	2.128%	2.065%	1.875%	1.840%	1.635%	1.532%	1.522%	1.525%	1.485%
US 1 Year	1.961%	1.932%	1.702%	1.755%	1.542%	1.515%	1.500%	1.490%	1.430%
US 2 Year	1.904%	1.886%	1.575%	1.720%	1.449%	1.652%	1.636%	1.558%	1.423%
US 3 Year	1.874%	1.835%	1.503%	1.685%	1.402%	1.679%	1.655%	1.707%	1.401%
US 5 Year	1.915%	1.857%	1.484%	1.645%	1.389%	1.723%	1.664%	1.783%	1.421%

Ventura County Pool

Investment Name	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019
Ventura County Pool	2.136%	2.135%	2.293%	2.433%	2.483%	2.757%	2.669%	2.655%	2.677%
	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020
Ventura County Pool	2.686%	2.707%	2.639%	2.563%	2.497%	2.363%	2.259%	2.089%	2.02%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019
Local Agency Investment Fund (LAIF)	1.998%	2.160%	2.144%	2.208%	2.291%	2.355%	2.392%	2.436%	2.445%
	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020
Local Agency Investment Fund (LAIF)	2.449%	2.428%	2.379%	2.341%	2.280%	2.190%	2.150%	2.043%	1.967%

Cal Trust

Investment Name	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019
Cal Trust	N/A	N/A	N/A	N/A	N/A	2.54%	2.52%	2.52%	2.58%
	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020
Cal Trust	2.54%	2.59%	2.38%	2.26%	2.17%	2.06%	2.02%	1.97%	1.85%

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 01/30/2020 - 7:33AM
 Date Range: 01/01/2020 - 01/31/2020
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
23009	CAPRI	CAPRI: 19/20 3RD QTR ANNUAL C	01/02/2020	59,992.25
23029	BECCA PEYTON	PEYTON PRODUCTIONS: PERMIT	01/02/2020	50.00
23036	VENTURA COUNTY FIRE DEPART	VC FIRE DEPT.: PERMIT REFUND	01/02/2020	300.00
23038	ODILE YEREVANIAN	O.YEREVANIAN: PERMIT REFUND	01/02/2020	150.00
23077	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 12/2019 INSUR	01/16/2020	389.00
23104	VENTURA COUNTY FIRE DEPART	VCFD: PERMIT REFUND	01/30/2020	150.00
23116	JESSICA SUMNER	J.SUMNER: PERMIT REFUND	01/30/2020	50.00
Total for Department: 00 Non Departmentalized				61,081.25
Department: 03 Recreation				
0	US BANK	US BANK: CALCARD CHARGES- 1	01/09/2020	9,804.85
0	CAMILLE TORGESON	C.TORGESON: INSTRUCTOR FEES	01/02/2020	776.10
0	DANTE CORNEJO	D.CORNEJO: MILEAGE REIMBUR	01/16/2020	13.34
0	ELEONORA CORTINA	E.CORTINA: INSTRUCTOR FEE/ZL	01/16/2020	92.95
0	JOSHUA VARELA	J.VARELA: MILEAGE REIMBURSE	01/02/2020	3.48
0	KATIE SHINDEN	K.SHINDEN: INSTRUCTOR FEES/F	01/30/2020	936.00
0	MACY TRUEBLOOD	M.TRUEBLOOD: HOT CHOCO MID	01/16/2020	8.20
0	NANCE TAPLEY-PECK	N.TAPLEY-PECK: HORSEBACK RI	01/02/2020	264.60
0	NICHOLAS FASSL	N.FASSL: MILEAGE REIMBURSEN	01/02/2020	9.28
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/	01/16/2020	708.50
23018	GOOSETOWN PRODUCTIONS INC	GOOSETOWN PROD.: ENTERTAIN	01/02/2020	300.00
23019	CLIFTON G. GORE JR.	C.GORE: INSTRUCTOR FEES/BEG.	01/02/2020	1,885.00
23020	DEBRA GREENWOOD	D.GREENWOOD: INSTRCUTOR FE	01/02/2020	63.05
23021	DANIEL E. HOWARD	D.HOWARD: INSTRUCTOR FEES/J	01/02/2020	160.16
23028	DEBORAH NORRIS	D.NORRIS: INSTRUCTOR FEES/PI	01/02/2020	1,737.78
23034	PAMELA ANN TAYLOR	P.TAYLOR: INSTRUCTOR FEES/TC	01/02/2020	203.78
23044	AMERICAN MEDICAL RESPONSE	AMERICAN MED. RESPONSE: DEI	01/16/2020	1,850.00
23046	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	01/16/2020	538.61
23048	CANON SOLUTIONS AMERICA IN	CANON: VINYL FOR PARADE BAI	01/16/2020	609.18
23051	THOMAS COSTA	T.COSTA: INSTRUCTOR FEES/PIC	01/16/2020	1,646.73
23057	HOLLYWOOD DELIVERY SERVICE	HOLLYWOOD DEL. SERVICES: IN	01/16/2020	121.49
23062	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/M:	01/16/2020	305.50
23068	BRIAN SMALLWOOD	B.SMALLWOOD: INSTRUCTOR FE	01/16/2020	29.25
23073	ODILE YEREVANIAN	O.YEREVANIAN: INSTRUCTOR FE	01/16/2020	737.10
23087	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	01/30/2020	210.42
23090	CASEY PRINTING	CASEY PRINTING: ACTIVITY GUI	01/30/2020	13,785.12
23112	DANIEL E. HOWARD	D.HOWARD; INSTRUCTOR FEES/S	01/30/2020	26.00
23123	LISA WYCKOFF	L.WYCKOFF: INSTRUCTOR FEES/	01/30/2020	40.95
Total for Department: 03 Recreation				36,867.42
Department: 04 Parks				
0	GRAINGER	GRAINGER: PLUG-IN CFL/COMM.	01/02/2020	97.33
0	GRAINGER	FERGUSON: NON-ILLUM PUSH BI	01/16/2020	517.02
0	GRAINGER	GRAINGER: INCANDESCENT LIG	01/30/2020	125.23
0	US BANK	US BANK: CALCARD CHARGES- 1	01/09/2020	2,803.55
23003	AIRGAS USA LLC	AIRGAS: GAS FOR WELDERS	01/02/2020	205.50
23004	B & B DO IT CENTER	B&B: MASKING TAPE, ADHESIVE	01/02/2020	224.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
23005	BATTERIES PLUS BULBS 320	BATTERIES+BULBS: VEHICLE BA	01/02/2020	140.37
23008	CAMARILLO TOWING INC.	CAMARILLO TOWING: TOWING S	01/02/2020	313.00
23012	CORONA CLAY COMPANY	CORONA CLAY CO.: BALLFIELD I	01/02/2020	1,777.50
23014	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPP.; JANIT	01/02/2020	3,953.51
23015	GAMETIME	GAMETIME: PG POUR-PLACE RUI	01/02/2020	33,270.80
23016	GAMETIME	GAMETIME: PG EQUIPMENT & IN	01/02/2020	118,097.20
23017	LESLIE S. GILMER III	GILMER,L/SG MASONRY: CONCR	01/02/2020	3,200.00
23022	J & H ENGINEERING GENERAL C	J&H ENGINEERING: INSTALL OF I	01/02/2020	236,150.00
23025	M & B SERVICES INC.	M&B: HYDROJET MAIN SEWER L	01/02/2020	350.00
23026	NAPA AUTO PARTS	NAPA AUTO PARTS: BATTERY HO	01/02/2020	15.86
23030	RAIN MASTER IRRIGATION SYST	RAIN MASTER: MO. SERVICE- 11/	01/02/2020	568.10
23031	RAIN MASTER IRRIGATION SYST	RAIN MASTER: MO. SERVICE- 10/	01/02/2020	568.10
23032	SITEONE LANDSCAPE SUPPLY LI	SITEONE: IRRIGATION SUPPLIES/	01/02/2020	972.07
23045	B & B DO IT CENTER	B&B: PAINTING SUPPLIES/FREED	01/16/2020	381.49
23050	CITY OF OXNARD-CITY TREASUF	CITY OF OXNARD: WASTE DISPO	01/16/2020	708.84
23052	COUNTY OF VENTURA	COUNTY OF VENTURA- ENV. HLI	01/16/2020	628.30
23053	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: 12/	01/16/2020	54.00
23054	EMG HOLDINGS, LLC	EMG HOLDINGS LLS: 01/2020 -BA	01/16/2020	1,400.00
23055	FERGUSON ENTERPRISES INC. #1	FERGUSON: PLUMBING SUPPLIE:	01/16/2020	97.94
23056	GOPHER SIGN COMPANY	GOPHER SIGN CO.: IMAGELOC CI	01/16/2020	1,052.73
23058	KASTLE KARE	KASTLE KARE: MO. MONITORIN	01/16/2020	80.00
23059	KOMPAN INC.	KOMPAN: PG EQUIP. PARTS/B.KIL	01/16/2020	95.08
23061	LINCOLN AQUATICS	LINCOLN AQUATICS: LIQUID CHI	01/16/2020	477.97
23064	NAPA AUTO PARTS	NAPA AUTO PARTS: STARTER/ VE	01/16/2020	798.75
23067	SITEONE LANDSCAPE SUPPLY LI	AMERICAN BUILDER SUPP/SITEC	01/16/2020	55.99
23069	STEAM EXPRESS, INC.	STEAM EXPRESS: ADM. OFFICE C	01/16/2020	1,288.00
23071	UNITED SITE SERVICES OF CA IN	UNITED SITE SERV: TEMP. RR RE	01/16/2020	317.25
23072	W & S SERVICES	W&S: SEWER CHARGE- 11/30/19-1	01/16/2020	514.80
23075	AIRPORT TOWING	AIRPORT TOWING: TRAILER TOW	01/16/2020	250.00
23076	AMERICAN RESOURCE RECVY	AMERICAN RES. RECVY: 12/2019	01/16/2020	947.39
23077	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 12/2019 INSUR	01/16/2020	-23.32
23078	PHOENIX GROUP INFORMATION :	PHOENIX INFO SYSTEM GRP.: PC	01/16/2020	177.16
23086	B & B DO IT CENTER	B&B: SHOP SUPPLIES	01/30/2020	100.43
23089	CAMARILLO TOWING INC.	CAMARILLO TOWING: TRUCK#9/	01/30/2020	160.00
23091	PRESTON DURISSEAU	DURISSEAU, P./CAM. APPLIANCE	01/30/2020	150.00
23092	EMG HOLDINGS, LLC	EMG HOLDINGS: 87 DISPENSER S	01/30/2020	2,175.00
23093	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPPLY: SAN	01/30/2020	214.45
23094	FRONTIER FIRE PROTECTION	FRONTIER FIRE PROTECTION: FI	01/30/2020	695.00
23096	KASTLE KARE	KASTLE KARE: MO. MONITORIN	01/30/2020	80.00
23097	LESLIE'S POOL SUPPLIES INC.	LESLIE'S POOL SUPPLIES: CHLO	01/30/2020	173.25
23098	NAPA AUTO PARTS	NAPA AUTO PARTS: AUTO MAINT	01/30/2020	548.76
23099	PEACH HILL SOILS INC.	PEACH HILL SOIL: 10CY FOREST :	01/30/2020	294.94
23100	SITEONE LANDSCAPE SUPPLY LI	SITEONE: VAVLE REPLACEMENT.	01/30/2020	304.48
23101	TAFT ELECTRIC	TAFT ELECTRIC: FIX PERIMETER	01/30/2020	499.82
23102	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECH: 16" .063 ALUM. CI	01/30/2020	179.40
23105	AIRWORKS SOLUTIONS INC.	AIRWORKS: HVAC REPAIR/COMM	01/30/2020	285.00
23108	B & B DO IT CENTER	B&B:DISP MICE STATION. MOUSE	01/30/2020	246.08
23109	BAY ALARM	BAY ALARM: ALARM MONITORIN	01/30/2020	180.00
23111	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE-/ QU	01/30/2020	789.64
23113	J. THAYER COMPANY	J.THAYER: TONERS/PARKS OFFIC	01/30/2020	351.74
23114	NAPA AUTO PARTS	NAPA AUTO PARTS: COOLANT SE	01/30/2020	48.23
23118	SUN COUNTRY SYSTEMS INC.	SUN COUNTRY PG: SELFIE SWING	01/30/2020	1,402.32
23119	UNITED SITE SERVICES OF CA IN	UNITED SITE SERV.: TEMP.RR RE	01/30/2020	317.25
23120	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TREE &	01/30/2020	21,719.00
23121	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TREE &	01/30/2020	6,253.00
Total for Department: 04 Parks				449,819.40
Department: 05 Administration				
0	US BANK	US BANK: CALCARD CHARGES- S	01/09/2020	2,874.25
0	CHERYL PETERSON	C.PETERSON: MILEAGE REIMBUR:	01/02/2020	17.40
0	KAREN ROBERTS	K.ROBERTS: MILEAGE REIMBUR:	01/02/2020	11.02
23010	CAPRI	CAPRI: 19/20 2ND HALF ANNUAL	01/02/2020	71,100.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
23011	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO; USE OF CH	01/02/2020	422.67
23023	J. THAYER COMPANY	J,THAYER: RUBBER BANDS/ PARI	01/02/2020	402.91
23043	ALLCONNECTED, INC.	ALLCONNECTED:01/2020 COMP. 1	01/16/2020	1,174.00
23047	RICHARD BUCHALTER	R.BUCHALTER: PERMIT REFUND;	01/16/2020	25.00
23049	DARYLE CASE	D.CASE: PERMIT REFUND/EVENT	01/16/2020	25.00
23060	KONICA MINOLTA	KONICA MINOLTA: 12/2019 MAIN	01/16/2020	897.96
23063	MOSS,LEVY & HARTZHEIM	MOSS, LEVY HARTZHEIM- 18/19 .	01/16/2020	1,000.00
23070	TOTAL FUNDS	TOTAL FUNDS: POSTAGE	01/16/2020	500.00
23074	ADVANTAGE TELECOM/A+WIREI	ADVANTAGE TELECOM: 01/2020 1	01/16/2020	1,492.73
23079	VENTURA COUNTY STAR	VC STAR: NOTICE OF ADOPTION/	01/16/2020	218.57
23083	WENDY DIPPOLD	CAPITOL ELECTRONIC REP.: SEI	01/23/2020	808.05
23084	RENEE MAYNE	R,MAYNE: FACT FINDER- PVRPD	01/23/2020	3,175.00
23085	ALLCONNECTED, INC.	ALLCONNECTED: 2-DESKTOP CO	01/30/2020	1,902.88
23095	RACHELLE ANN GRAY	A.GRAY: FIRE ECOLOGY HIKE	01/30/2020	75.00
23106	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER LLP: 11/18.	01/30/2020	5,810.84
23107	ALLCONNECTED, INC.	ALLCONNECTED: 3-DESKTOP CO	01/30/2020	3,037.32
23113	J. THAYER COMPANY	J.THAYER: LAMINATING POUCH	01/30/2020	337.77
Total for Department: 05 Administration				95,308.87
Total for Fund:10 General Fund				643,076.94

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
23006	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW LS SERV.: 12/2019 L	01/02/2020	25,127.50
23027	NATURAL GREEN LANDSACAPES	NATURAL GREEN L/S: 12/2019 LA'	01/02/2020	15,615.08
23088	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: 01/2020 LS MAINTI	01/30/2020	25,127.50
23110	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW LS SERVICES: 10/20	01/30/2020	25,127.50
23115	NATURAL GREEN LANDSACAPES	NATURAL GREEN L/S: 01/2020 L/S	01/30/2020	15,615.08
23117	SUN COUNTRY SYSTEMS INC.	SUN COUNTRY PG: 32 GALL/ SLA'	01/30/2020	7,635.49
23120	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: STUMP	01/30/2020	2,444.00
23122	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TREE &	01/30/2020	2,109.00
Total for Department: 00 Non Departmentalized				118,801.15
Total for Fund:20 Assessment Fund				118,801.15

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES- 6	01/09/2020	1,506.43
23007	CALIFORNIA ELECTRIC COMPAN	CALIFORNIA ELECTRIC CO.; ELE	01/02/2020	8,600.00
23013	CRITERION ENVIRONMENTAL IN	CRITERION ENVIRONMENTAL: L	01/02/2020	1,135.00
23024	LEACH MOUNCE ARCHITECTS	LEACH MOUNCE ARCHITECTS: A	01/02/2020	22,606.95
23035	UNITED CONSTRUCTION & LANI	UNITED CONSTRUCTION: APP#6-	01/02/2020	10,501.22
23037	VENTURA COUNTY STAR	VC STAR: BID FOR REMODEL OF	01/02/2020	360.95
23065	PACIFIC SOD	PACIFIC SOD: MEDALLION PLUS/	01/16/2020	557.91
23066	PPG ARCHITECTURAL FINISHES	PPG PAINTS: FOR VALLE LINDO P	01/16/2020	740.63
23071	UNITED SITE SERVICES OF CA IN	UNITED SITE SERV: TEMP. RR RE	01/16/2020	652.14
23103	UNITED CONSTRUCTION & LANI	UNITED CONSTRUCTION: RETEN	01/30/2020	16,216.19
Total for Department: 00				62,877.42
Total for Fund:30 Park Dedication Fund				62,877.42

Grand Total

824,755.51

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: March 4, 2020

SUBJECT: FINANCE REPORT JANUARY 2020

SUMMARY

Staff is presenting the District's financial report for Fund 10 General Fund, Fund 20 Assessment District Fund and Fund 30 Park Dedication Fund (Quimby Fees) for the month of January 2020 with a prior year comparison.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JANUARY 31, 2020

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2019 through January 31, 2020 with a year-to-date comparison for the period of July 1, 2018 through January 31, 2019. The percentage rate used for the 2019-2020 fiscal year budget is 59% for Period 7 of the fiscal year.

REVENUES

Total revenue for the 7th month ending January 31, 2020 for Fund 10 (General Fund) has an overall increase of \$438,891. Most of the increase is due to 1) Property Tax Apportionment increase over prior year (\$153,135) 2) Hill Fire 2018 (\$107,360), 3) Needs Assessment Reimbursement from the City of Camarillo (\$74,966) 4) ROPS Reimbursement (\$26,452) and various other revenue accounts.

Total revenue for the 7th month ending January 31, 2020 for Fund 20 (Assessment District) is at 57.29% of budget. The tax apportionment has been received and various apportionments continue to trickle in and as of January 31, 2020 the Assessment District has received \$26,194 more than prior year.

Period 7 for Fund 30 (Park Dedication Fee) has received Interest Earnings only.

EXPENDITURES

Personnel expenditures have increased by \$75,072 for FY 2019-2020 in comparison to personnel expense for the same time period as last year. This increase is due primarily to the PERS Unfunded Liability Payment (\$62,758) and other various accounts.

Service and Supply expenditures for Fund 10 have increased \$488,446 in comparison to the same time period as last year. This is due to 1) Hill Fire (\$354,967) and 2) Water (\$46,046). According to www.camarilloweather.com during July 2018 thru January 2019, Camarillo received 9.21 inches of rain and during July 2019 thru January 2020, Camarillo received 7.53 inches of rain. The water bill has increased due to the amount of precipitation received this year being less than prior year.

Fund 20 is at 26.33% in Personnel and 77.56% in Services and Supplies with the increase in Services and Supplies primarily due to Contracted Landscaping Services. The 2017 Certificate of Participation payment which is at 100% expensed increases the column titled “% of Budget Used”, therefore making it appear that Fund 20 is over the expense budget by 18.5%.

Fund 30 Services and Supplies is at 0.0% in expenses.

Capital projects for fiscal year 2019-2020 are currently underway for Fund 10 and the project budgeted to Fund 30 Capital, the Pleasant Valley Aquatic Center Restroom and Shower Remodel, is in progress.

FISCAL IMPACT

Overall the District is over the approved budget for Fund 10 by 1.2%. Fund 20 overall is under budget by 6.7%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for January 31, 2020 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of January 31, 2020 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of January 31, 2020 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of January 31, 2020 Fund 30
(1 page)

General Ledger
Fund 10 General Fund
January 2020 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110-5240	\$ 72,925.29	\$ 3,657,706.02	\$ 3,810,841.45	\$ 6,561,872.00	\$ 3,157,946.15	58.08%
Interest Earnings	5310	\$ 16,989.66	\$ 38,527.90	\$ 53,865.71	\$ 46,500.00	\$ 7,365.71	115.84%
Hill Fire 2018	5465	\$ -	\$ 49,333.34	\$ 156,693.01	\$ -	\$ 156,693.01	0.00%
Park Patrol Citations	5506	\$ 172.16	\$ 6,240.41	\$ 2,450.42	\$ 4,950.00	\$ 2,499.58	49.50%
Contract ClassesPublic Fees	5510	\$ 22,472.10	\$ 114,298.16	\$ 119,612.80	\$ 235,485.00	\$ 115,872.20	50.79%
Public Fees	5511	\$ 25,135.45	\$ 188,609.24	\$ 198,364.55	\$ 379,621.00	\$ 181,256.45	52.25%
Public FeesEntry Fees	5520	\$ -	\$ 32,364.56	\$ 27,797.76	\$ 46,995.00	\$ 19,197.24	59.15%
Vending Concessions	5525	\$ -	\$ 1,769.91	\$ 2,525.50	\$ 3,446.00	\$ 920.50	73.29%
Rental	5530	\$ 53,550.95	\$ 237,098.77	\$ 241,600.20	\$ 403,769.00	\$ 162,168.80	59.84%
Cell Tower Revenue	5535	\$ 10,843.80	\$ 53,235.05	\$ 58,024.13	\$ 91,704.00	\$ 33,679.87	63.27%
Annual Passes	5536	\$ -	\$ (122.00)	\$ -	\$ -	\$ -	0.00%
Parking Fees	5540	\$ 671.72	\$ 9,960.32	\$ 8,331.15	\$ 12,312.00	\$ 3,980.85	67.67%
Dues	5550	\$ -	\$ 869.00	\$ 50.00	\$ 2,000.00	\$ 2,050.00	2.50%
Activity Guide Revenue	5555	\$ 600.00	\$ 8,825.75	\$ 13,660.00	\$ 18,000.00	\$ 4,340.00	75.89%
Sponsorships	5558	\$ 2,800.00	\$ -	\$ 4,600.00	\$ -	\$ 4,600.00	0.00%
Staffing Cost Recovery	5563	\$ 1,989.75	\$ 4,049.16	\$ 15,316.06	\$ 16,880.00	\$ 1,563.94	90.73%
Special Event Permits	5564	\$ 100.00	\$ 306.00	\$ 303.00	\$ 1,000.00	\$ 697.00	30.30%
Security Services Recovery	5566	\$ 1,200.00	\$ -	\$ 2,550.00	\$ -	\$ 2,550.00	0.00%
Donations	5570	\$ 55.00	\$ 75,274.00	\$ 95,959.50	\$ 90,000.00	\$ 5,959.50	106.62%
HCF Grant 2019	5573	\$ -	\$ 1.00	\$ 23.65	\$ -	\$ 23.65	0.00%
Other/Purchase Discount Taken	5575	\$ 5,408.60	\$ 48,066.37	\$ 50,627.83	\$ 68,015.00	\$ 17,387.17	74.44%
Credit Card Processing Fee	5576	\$ 24.06	\$ -	\$ 598.41	\$ -	\$ 598.41	0.00%
Cash Over/Under	5580	\$ 40.00	\$ 44.00	\$ 110.00	\$ -	\$ 110.00	0.00%
Incentive Income	5585	\$ 16.26	\$ 1,223.74	\$ 1,347.70	\$ 1,900.00	\$ 552.30	70.93%
Reimbursement ROPS	5600	\$ -	\$ 282,734.93	\$ 309,187.20	\$ 200,000.00	\$ 109,187.20	154.59%
ReimbNeeds Assessment/LPA	5605	\$ -	\$ 516.00	\$ 75,482.17	\$ -	\$ 75,482.17	0.00%
Revenue		\$ 214,994.80	\$ 4,810,931.63	\$ 5,249,822.20	\$ 8,184,449.00	\$ 2,934,626.80	64.14%
YTD Comparison				\$ 438,890.57			
Expense							
Full Time Salaries	6100	\$ 185,433.01	\$ 1,268,100.36	\$ 1,307,606.32	\$ 2,650,972.00	\$ 1,343,365.68	49.33%
Overtime Salaries	6101	\$ 2,344.30	\$ 23,075.59	\$ 18,424.17	\$ 32,508.00	\$ 14,083.83	56.68%
Car Allowance	6105	\$ 830.74	\$ 6,237.18	\$ 6,230.55	\$ 10,800.00	\$ 4,569.45	57.69%
Cell Phone Allowance	6108	\$ 1,714.00	\$ 9,256.86	\$ 9,217.00	\$ 15,420.00	\$ 6,203.00	59.77%
PartTime Salaries	6110	\$ 15,490.20	\$ 366,695.73	\$ 340,375.23	\$ 470,254.00	\$ 129,878.77	72.38%
Retirement	6120	\$ 29,676.99	\$ 218,668.14	\$ 217,535.62	\$ 450,140.00	\$ 232,604.38	48.33%
457 Pension	6121	\$ 87.17	\$ 6,771.18	\$ 6,434.83	\$ 7,445.00	\$ 1,010.17	86.43%
Employee Insurance	6130	\$ 19,420.30	\$ 132,355.79	\$ 123,927.89	\$ 304,641.00	\$ 180,713.11	40.68%
Med Ins. Board/Retirees	6131	\$ -	\$ -	\$ 36,868.28	\$ -	\$ 36,868.28	0.00%
Workers Compensation	6140	\$ 19,251.28	\$ 86,459.51	\$ 59,700.88	\$ 172,200.00	\$ 112,499.12	34.67%
Unemployment Insurance	6150	\$ -	\$ 1,103.00	\$ 633.00	\$ 5,000.00	\$ 4,367.00	12.66%
Loan Pension Obligation	6160	\$ -	\$ 138,981.50	\$ 143,065.30	\$ 250,532.00	\$ 107,466.70	57.10%
PERS Unfunded Liability	6170	\$ -	\$ 286,560.00	\$ 349,318.00	\$ 348,560.00	\$ 758.00	100.22%
Personnel		\$ 274,247.99	\$ 2,544,264.84	\$ 2,619,337.07	\$ 4,718,472.00	\$ 2,174,387.49	55.51%
YTD Comparison				\$ 75,072.23			
Services and Supplies							
Telephone/Internet	6210	\$ 1,674.99	\$ 6,721.14	\$ 10,950.00	\$ 20,804.00	\$ 9,854.00	52.63%
Internet Services	6220	\$ 1,174.00	\$ 19,120.30	\$ 25,595.37	\$ 41,010.00	\$ 15,414.63	62.41%
IT Infrastructure	6230	\$ -	\$ -	\$ 115.85	\$ 2,400.00	\$ 2,284.15	4.83%
Computer Hardware/Software	6240	\$ 5,275.34	\$ -	\$ 8,008.39	\$ 13,264.00	\$ 5,255.61	60.38%
Pool Chemicals	6310	\$ 888.33	\$ 3,435.89	\$ 2,597.49	\$ 11,500.00	\$ 8,902.51	22.59%
Janitorial Supplies	6320	\$ 214.45	\$ 31,228.85	\$ 21,734.66	\$ 53,400.00	\$ 31,665.34	40.70%
Kitchen Supplies	6330	\$ 81.94	\$ 370.85	\$ 352.26	\$ 2,400.00	\$ 2,047.74	14.68%
Food Supplies	6340	\$ 1,163.55	\$ 5,537.33	\$ 2,297.58	\$ 8,800.00	\$ 6,502.42	26.11%
Water Maint & Service	6350	\$ 70.95	\$ 472.35	\$ 541.22	\$ 1,176.00	\$ 634.78	46.02%
Laundry/Wash Service	6360	\$ 87.00	\$ 199.50	\$ 181.00	\$ 680.00	\$ 499.00	26.62%
Medical Supplies	6380	\$ -	\$ -	\$ 21.98	\$ 850.00	\$ 828.02	2.59%

General Ledger
Fund 10 General Fund
January 2020 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Insurance Liability	6410	\$ -	\$ 115,144.00	\$ 142,201.00	\$ 143,930.00	\$ 1,729.00	98.80%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ 3,243.82	\$ 25,242.48	\$ 25,546.92	\$ 48,000.00	\$ 22,453.08	53.22%
Vehicle Maintenance	6520	\$ 3,269.70	\$ 19,076.94	\$ 12,448.09	\$ 35,400.00	\$ 22,951.91	35.16%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Building Repair	6610	\$ 3,061.11	\$ 55,811.79	\$ 41,076.25	\$ 93,250.00	\$ 52,173.75	44.05%
HVAC	6620	\$ 374.59	\$ 3,461.59	\$ 1,109.61	\$ 10,240.00	\$ 9,130.39	10.84%
Playground Maintenance	6630	\$ 1,497.40	\$ 19,157.63	\$ 19,528.13	\$ 30,000.00	\$ 10,471.87	65.09%
Hill Fire 2018	6640	\$ 1,065.24	\$ 14,007.08	\$ 368,974.05	\$ -	\$ 368,974.05	0.00%
Grounds Maintenance	6710	\$ 7,682.40	\$ 38,508.67	\$ 40,887.14	\$ 91,280.00	\$ 50,392.86	44.79%
Tree Care Assess	6719	\$ 27,972.00	\$ 13,119.00	\$ 27,972.00	\$ 28,000.00	\$ 28.00	99.90%
Contracted LS Services	6720	\$ -	\$ 832.10	\$ -	\$ -	\$ -	0.00%
Park Amenities Assess	6722	\$ 2,785.65	\$ -	\$ -	\$ -	\$ -	0.00%
Park Signage (Branding)	6725	\$ -	\$ 85.29	\$ 6,895.75	\$ -	\$ 6,895.75	0.00%
Contracted Pest Control	6730	\$ 80.00	\$ 975.00	\$ 820.00	\$ 2,000.00	\$ 1,180.00	41.00%
Rubbish & Refuse	6740	\$ 10,329.71	\$ 35,398.57	\$ 45,092.04	\$ 73,586.00	\$ 28,493.96	61.28%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Memberships	6810	\$ -	\$ 11,904.63	\$ 12,720.26	\$ 16,245.00	\$ 3,524.74	78.30%
Office Supplies	6910	\$ 1,353.93	\$ 10,851.65	\$ 11,276.20	\$ 23,671.00	\$ 12,394.80	47.64%
Postage Expense	6920	\$ 500.00	\$ 6,024.18	\$ 11,964.43	\$ 22,540.00	\$ 10,575.57	53.08%
Advertising Expense	6930	\$ 103.77	\$ 10,864.43	\$ 2,214.37	\$ 5,840.00	\$ 3,625.63	37.92%
Printing Charges	6940	\$ 1,249.70	\$ 8,740.23	\$ 7,024.07	\$ 13,598.00	\$ 6,573.93	51.66%
ActiveNet Charges	6950	\$ 3,629.24	\$ 29,048.77	\$ 31,358.63	\$ 61,209.00	\$ 29,850.37	51.23%
Approp Redev/Collection Fees	6960	\$ -	\$ 216,603.87	\$ 239,173.17	\$ 459,455.00	\$ 220,281.83	52.06%
Minor Furn Fixture & Equip	6980	\$ -	\$ 851.60	\$ 864.17	\$ 1,233.00	\$ 368.83	70.09%
Comp Hardware/Software Exp	6990	\$ 14.99	\$ 8,283.50	\$ 89.94	\$ -	\$ 89.94	0.00%
Fingerprint Fees (HR)	7010	\$ -	\$ 464.00	\$ 1,194.00	\$ 2,440.00	\$ 1,246.00	48.93%
Fire & Safety Insp Fees	7020	\$ 695.00	\$ 4,052.43	\$ 3,311.95	\$ 4,275.00	\$ 963.05	77.47%
Permit & Licensing Fees	7030	\$ 628.30	\$ 8,537.79	\$ 2,574.87	\$ 6,730.00	\$ 4,155.13	38.26%
State License Fee	7040	\$ -	\$ 755.00	\$ 852.50	\$ 800.00	\$ 52.50	106.56%
Professional Services	7100	\$ -	\$ 1,400.00	\$ 3,384.13	\$ 20,000.00	\$ 16,615.87	16.92%
Legal Services	7110	\$ 9,793.89	\$ 36,549.50	\$ 61,356.97	\$ 100,000.00	\$ 38,643.03	61.36%
Typeset and Print Services	7115	\$ 13,785.12	\$ 24,745.80	\$ 27,804.57	\$ 40,400.00	\$ 12,595.43	68.82%
Instructor Services	7120	\$ 6,247.68	\$ 77,184.60	\$ 69,592.82	\$ 137,847.00	\$ 68,254.18	50.49%
PERS Admin Fees	7125	\$ 92.70	\$ 563.18	\$ 1,419.83	\$ 1,550.00	\$ 130.17	91.60%
Audit Services	7130	\$ 1,000.00	\$ 6,000.00	\$ 6,100.00	\$ 20,175.00	\$ 14,075.00	30.24%
Medical & Health Svcs (HR)	7140	\$ 1,850.00	\$ 995.00	\$ 4,152.50	\$ 9,250.00	\$ 5,097.50	44.89%
Security Services	7150	\$ 430.00	\$ 3,422.88	\$ 873.55	\$ 9,530.00	\$ 8,656.45	9.17%
Entertainment Services	7160	\$ -	\$ 1,324.99	\$ 420.00	\$ 7,500.00	\$ 7,080.00	5.60%
Business Services	7180	\$ 4,572.92	\$ 56,102.45	\$ 44,506.90	\$ 61,788.00	\$ 17,281.10	72.03%
Conversion Adjustment	7185	\$ -	\$ -	\$ 52,050.17	\$ -	\$ 52,050.17	0.00%
Umpire/Referee Services	7190	\$ -	\$ 1,000.00	\$ 919.00	\$ 1,877.00	\$ 958.00	48.96%
Subscriptions	7210	\$ 218.57	\$ 573.79	\$ 1,409.96	\$ 4,712.00	\$ 3,302.04	29.92%
Rents & Leases Equip	7310	\$ 1,012.48	\$ 23,044.51	\$ 10,506.41	\$ 36,750.00	\$ 26,243.59	28.59%
Bldg/Field Leases & Rental	7320	\$ 60.00	\$ -	\$ 60.00	\$ 120.00	\$ 60.00	50.00%
Event Supplies	7410	\$ 8.20	\$ 921.97	\$ 975.69	\$ 2,245.00	\$ 1,269.31	43.46%
Supplies	7420	\$ 1,735.67	\$ 3,111.41	\$ 7,591.11	\$ 9,250.00	\$ 1,658.89	82.07%
Bingo Supplies	7430	\$ 749.03	\$ 4,798.56	\$ 3,558.87	\$ 9,600.00	\$ 6,041.13	37.07%
Sporting Goods	7440	\$ 47.17	\$ 2,226.42	\$ 2,580.97	\$ 7,900.00	\$ 5,319.03	32.67%
Arts and Craft Supplies	7450	\$ 11.80	\$ 88.32	\$ 47.24	\$ 2,430.00	\$ 2,382.76	1.94%
Training Supplies	7460	\$ 324.36	\$ 247.00	\$ 534.36	\$ 2,500.00	\$ 1,965.64	21.37%
Camp Supplies	7470	\$ -	\$ 1,143.82	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Small Tools	7500	\$ 160.57	\$ 5,196.03	\$ 2,021.62	\$ 6,000.00	\$ 3,978.38	33.69%
Safety Supplies	7510	\$ 142.99	\$ 989.28	\$ 3,417.63	\$ 6,855.00	\$ 3,437.37	49.86%
Special Department Expense	7600	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Uniform Allowance	7610	\$ -	\$ 6,261.69	\$ 6,889.19	\$ 12,450.00	\$ 5,560.81	55.33%
Safety Clothing	7620	\$ -	\$ 950.25	\$ 1,254.96	\$ 6,054.00	\$ 4,799.04	20.73%
Conference&Seminar Staff	7710	\$ 294.33	\$ 9,492.51	\$ 14,759.48	\$ 27,510.00	\$ 12,750.52	53.65%
Conference&Seminar Board	7715	\$ -	\$ 80.00	\$ 270.00	\$ 4,450.00	\$ 4,180.00	6.07%
Conference&Seminar Travel Exp	7720	\$ -	\$ 6,639.38	\$ 4,428.64	\$ 13,117.00	\$ 8,688.36	33.76%
Out of Town Travel Board	7725	\$ -	\$ 1,418.82	\$ 846.72	\$ 6,556.00	\$ 5,709.28	12.92%

General Ledger
Fund 10 General Fund
January 2020 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Private Vehicle Mileage	7730	\$ 13.34	\$ 1,455.19	\$ 1,012.60	\$ 4,287.00	\$ 3,274.40	23.62%
Transportation Charges	7740	\$ -	\$ 150.08	\$ -	\$ -	\$ -	0.00%
Buses/Excursions	7750	\$ -	\$ 13,353.54	\$ 4,336.94	\$ 11,700.00	\$ 7,363.06	37.07%
Tuition/Book Reimbursement	7760	\$ -	\$ 925.73	\$ 1,268.75	\$ -	\$ 1,268.75	0.00%
Utilities Gas	7810	\$ 5,798.84	\$ 14,008.78	\$ 14,082.11	\$ 26,283.00	\$ 12,200.89	53.58%
Utilities Water	7820	\$ 9,057.33	\$ 412,100.84	\$ 458,147.27	\$ 825,373.00	\$ 367,225.73	55.51%
Utilities Electric	7830	\$ 11,117.13	\$ 108,883.80	\$ 100,211.36	\$ 240,864.00	\$ 140,652.64	41.60%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 14,235.00	\$ 10,000.00	\$ 4,235.00	142.35%
Awards and Certificates	7910	\$ 1,525.51	\$ 7,864.38	\$ 10,926.67	\$ 20,995.00	\$ 10,068.33	52.04%
Meals for Staff Training	7920	\$ 293.46	\$ 1,404.24	\$ 1,305.78	\$ 2,610.00	\$ 1,304.22	50.03%
Employee Morale	7930	\$ 981.53	\$ 386.37	\$ 1,078.24	\$ 3,000.00	\$ 1,921.76	35.94%
COP Debt PV Fields	7950	\$ 19,630.00	\$ 141,420.30	\$ 137,410.00	\$ 235,560.00	\$ 98,150.00	58.33%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 5,833.10	\$ 5,833.33	\$ 10,000.00	\$ 4,166.67	58.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ 2,916.20	\$ 2,916.67	\$ 5,000.00	\$ 2,083.33	58.33%
Reserve Designated Project	7972	\$ -	\$ 9,721.16	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 52,500.00	\$ 52,500.00	\$ 90,000.00	\$ 37,500.00	58.33%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ 1,666.67	\$ 17,500.00	\$ 11,666.67	\$ 20,000.00	\$ 8,333.33	58.33%
Services and Supplies		\$ 181,538.39	\$ 1,791,784.30	\$ 2,280,230.02	\$ 3,408,094.00	\$ 1,994,996.30	66.91%
YTD Comparison				\$ 488,445.72			

Capital - Prior Year Projects

Sr/Community Rec Facility	8422	\$ -	\$ 1,032.00	\$ 7,270.00	\$ -	\$ 7,270.00	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ 4,584.05	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 2,771.41	\$ -	\$ -	\$ -	0.00%
Springville Dog Park Wall	8436	\$ -	\$ 72,040.79	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ -	\$ 81,031.10	\$ -	\$ -	\$ -	0.00%
Pool Slide Metal Support	8449	\$ -	\$ 18,689.78	\$ -	\$ -	\$ -	0.00%
Bob Kildee Restroom Roof	8450	\$ -	\$ 15,613.00	\$ -	\$ -	\$ -	0.00%
Freedom RR/Concession Roof	8451	\$ -	\$ 23,459.60	\$ -	\$ -	\$ -	0.00%
Charter Oak Tree Windrow	8452	\$ -	\$ 6,562.50	\$ -	\$ -	\$ -	0.00%
Comm Ctr Exterior Restrooms	8454	\$ -	\$ 11,142.51	\$ -	\$ -	\$ -	0.00%
Mtr EnclosurEncnt,Fhill,Adolf	8456	\$ -	\$ 6,684.24	\$ 7,872.15	\$ -	\$ 7,872.15	0.00%
Arnell Rnch Park Picnic Area	8457	\$ -	\$ 23,507.52	\$ -	\$ -	\$ -	0.00%
Pitts Ranch Park Pavilion	8458	\$ -	\$ -	\$ 29,256.49	\$ -	\$ 29,256.49	0.00%
LPA ArchitectsCC/Gym/Sr Ctr	8463	\$ -	\$ -	\$ 19,690.15	\$ -	\$ 19,690.15	0.00%
Arnell Ranch Park Renovation	8464	\$ -	\$ -	\$ 30,779.13	\$ -	\$ 30,779.13	0.00%
Capital		\$ -	\$ 267,118.50	\$ 94,867.92	\$ -	\$ 94,867.92	0.00%

Capital - Current Year Projects

Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Lamps/Pole Replacement at M.O.	8465	\$ 4,099.78	\$ -	\$ 4,099.78	\$ 53,000.00	\$ 48,900.22	7.74%
L.E.D. Light SpringvilleTennis	8466	\$ -	\$ -	\$ 16,370.64	\$ 22,000.00	\$ 5,629.36	74.41%
Charter Oaks IrrigationTrees	8467	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Community Center Marquee	8468	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	0.00%
PVAC Pool Heater	8470	\$ -	\$ -	\$ 23,930.00	\$ 23,930.00	\$ -	100.00%
Cam Grove Play Equipment	8471	\$ -	\$ -	\$ 33,270.80	\$ 34,117.00	\$ 846.20	97.52%
Freedom Park ParkingLot&Skyway	8472	\$ -	\$ -	\$ 239,671.66	\$ 250,000.00	\$ 10,328.34	95.87%
P.V. Fields Painting II	8473	\$ -	\$ -	\$ 13,690.00	\$ 15,000.00	\$ 1,310.00	91.27%
Capital		\$ 385,765.63	\$ 4,257,168.38	\$ 4,789,978.88	\$ 8,648,613.00	\$ 3,858,634.12	55.38%

Total Expenses		\$ 455,786.38	\$ 4,336,049.14	\$ 4,899,567.09	\$ 8,126,566.00	\$ 4,169,383.79	60.29%
YTD Comparison				\$ 563,517.95			

General Ledger
Fund 20 Assessment District
January 2020 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 202.28	\$ 228.46	\$ 786.31	\$ 1,078.00	\$ 291.69	72.94%
Assessment Revenue	5500	\$ 3,335.11	\$ 632,761.41	\$ 658,955.55	\$ 1,150,444.00	\$ 491,488.45	57.28%
Revenue		\$ 3,537.39	\$ 632,989.87	\$ 659,741.86	\$ 1,151,522.00	\$ 491,780.14	57.29%
YTD Comparison				\$ 26,751.99			
Expense							
Full Time Salaries	6100	\$ 433.76	\$ 9,934.60	\$ 5,419.24	\$ 21,093.00	\$ 15,673.76	25.69%
Retirement	6120	\$ 57.11	\$ 1,618.44	\$ 811.29	\$ 3,896.00	\$ 3,084.71	20.82%
Employee Insurance	6130	\$ 111.20	\$ 1,364.52	\$ 1,158.89	\$ 3,025.00	\$ 1,866.11	38.31%
Workers Compensation	6140	\$ 41.80	\$ 1,108.77	\$ 546.01	\$ 2,120.00	\$ 1,573.99	25.76%
Personnel		\$ 643.87	\$ 14,026.33	\$ 7,935.43	\$ 30,134.00	\$ 22,198.57	26.33%
YTD Comparison				\$ (6,090.90)			
Services and Supplies							
Incidental Costs Assess	6709	\$ -	\$ 9,776.34	\$ 10,449.72	\$ 33,346.00	\$ 22,896.28	31.34%
Tree Care Assess	6719	\$ 4,553.00	\$ 32,475.00	\$ 39,128.00	\$ 55,000.00	\$ 15,872.00	71.14%
Contracted LS Services	6720	\$ 65,870.08	\$ 252,296.81	\$ 285,198.06	\$ 489,568.00	\$ 204,369.94	58.26%
Park Amenities Assess	6722	\$ 10,421.14	\$ -	\$ 13,841.82	\$ 20,000.00	\$ 6,158.18	69.21%
ActiveNet Charges	6950	\$ -	\$ 78.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,556.06	\$ 1,614.95	\$ 3,000.00	\$ 1,385.05	53.83%
COP Debt PV Fields	7950	\$ -	\$ 246,409.38	\$ 242,434.38	\$ 517,434.00	\$ 274,999.62	46.85%
Expense		\$ 80,844.22	\$ 542,591.59	\$ 592,666.93	\$ 1,118,408.00	\$ 525,741.07	52.29%
YTD Comparison				\$ 50,075.34			
Total Expenses		\$ 81,488.09	\$ 556,617.92	\$ 600,602.36	\$ 1,148,542.00	\$ 547,939.64	52.29%
YTD Comparison				\$ 43,984.44			

General Ledger
Fund 30 Quimby Fee Fund
January 2020 59%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 12,920.89	\$ 23,873.43	\$ 56,831.83	\$ 43,900.00	\$ 12,931.83	129.46%
MBS Interest Earnings	5320	\$ -	\$ 5,990.14	\$ 5,646.80	\$ -	\$ 5,646.80	0.00%
Park Dedication Fees	5400	\$ -	\$ 50,291.16	\$ 1,356,700.46	\$ -	\$ 1,356,700.46	0.00%
Revenue		\$ 12,920.89	\$ 80,154.73	\$ 1,419,179.09	\$ 43,900.00	\$ 1,375,279.09	3232.75%
YTD Comparison				\$ 1,339,024.36			

Expense							
ActiveNet Charges	6950	\$ -	\$ -	\$ 95.00	\$ -	\$ 95.00	0.00%
Services and Supplies		\$ -	\$ -	\$ 95.00	\$ -	\$ 95.00	
YTD Comparison				\$ 95.00			

Capital - Carry Over Projects							
Valle Lindo Restroom/Pavilion	8444	\$ 18,761.23	\$ -	\$ 339,234.32	\$ -	\$ 339,234.32	0.00%
Nancy Bush Park Playground	8445	\$ -	\$ 63,161.45	\$ -	\$ -	\$ -	0.00%
Nancy Bush Park Picnic Area	8446	\$ -	\$ 16,650.60	\$ -	\$ -	\$ -	0.00%
Nancy Bush Park Pavilion	8447	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Freedom Baseball Fields	8459	\$ -	\$ 1,718.18	\$ 41,232.23	\$ -	\$ 41,232.23	0.00%
Mei Vincent Park Restrooms	8460	\$ 912.07	\$ -	\$ 57,902.46	\$ -	\$ 57,902.46	0.00%
Nancy Bush Slab I	8461	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital		\$ 19,673.30	\$ 81,530.23	\$ 438,369.01	\$ -	\$ 438,369.01	

Capital - Current Year Projects							
PVAC Restroom & Shower	8469	\$ -	\$ -	\$ 49,193.88	\$ 696,489.00	\$ 647,295.12	7.06%
PV Fields Injector	8475	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	0.00%
Capital		\$ -	\$ -	\$ 49,193.88	\$ 756,489.00	\$ 707,295.12	6.50%

Park Dedication Fees (Quimby) CASH						
Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Allocation Date
7/31/2014	\$615,709.00	AMLI	\$615,709.00	\$720,600.00	\$0.00	7/31/2019
1/15/2015	\$2,250,489.70	Fairfield Camarill	\$964,944.53	\$2,250,489.70	\$1,285,545.17	1/31/2020
8/8/2016	\$2,649,209.00	Elacora Mission C	\$189,887.74	\$ -	\$2,459,321.26	8/8/2021
8/10/2016	\$474,353.00	KB Homes	\$225,125.84	\$629,500.00	\$249,227.16	8/10/2021
6/7/2018	\$21,612.25	Crestview	\$ -	\$ -	\$21,612.25	6/7/2023
6/29/2018	\$96,391.39	Aldersgate Const	\$ -	\$ -	\$96,391.39	6/29/2023
1/11/2019	\$50,291.16	Aldersgate Const	\$ -	\$ -	\$50,291.16	1/11/2024
3/7/2019	\$35,242.00	Habitat for Humæ	\$ -	\$ -	\$35,242.00	3/7/2024
9/12/2019	\$92,200.46	Aldersgate Const	\$ -	\$ -	\$92,200.46	9/12/2024
11/21/2019	\$1,264,500.00	Shea Homes	\$ -	\$ -	\$1,264,500.00	11/21/2024
Total	\$7,549,997.96		\$1,995,667.11		\$5,554,330.85	

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: March 4, 2020

**SUBJECT: CONSIDERATION FOR SETTING DATES FOR
BUDGET WORKSHOPS**

SUMMARY

In preparation of the upcoming fiscal year budget, every year staff and the Board of Directors hold budget workshops to review revenue and expenses for the upcoming fiscal year. At this time the Board of Directors will make changes to the budget they see as necessary in preparation of the budget adoption which will take place at the July 1, 2020 Regular Board Meeting.

BACKGROUND

During budget season the Board has met in the months of April and May to discuss the development of the upcoming budget year. The workshops assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is led by staff with each department head presenting on a pre-determined evening. The workshops will be held at the Community Center.

The first budget workshop will be held on Saturday, May 9th starting at 8:00 am at the Community Center and the budget wrap-up will be Thursday, May 14th at 5:00 pm at the Community Center. The May 14th wrap-up will include any necessary changes to the budgets per Board direction that was given on May 9th. Staff will then finalize the preliminary budget and bring the preliminary budget to the June 3, 2020 Regular Board Meeting for approval.

ANALYSIS

The budget workshops enable the District to accurately set goals, priorities, and spending caps for the fiscal year. From a staff perspective, the meetings are beneficial as it creates a spending plan for the upcoming fiscal year. The current dates selected for the budget workshops are: May 9th and May 14th, 2020.

Budget Workshop Date	Location	Budget
Saturday, May 9th	Room #6	All Budgets Presentations
Thursday, May 14th	Room #6	Wrap-Up Presentation

FISCAL IMPACT

There is no anticipated fiscal impact to the District from this recommendation.

RECOMMENDATION

It is recommended the Board finalize May 9th & May 14th as the dates for the budget workshops.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst

DATE: March 4, 2020

**SUBJECT: CONSIDERATION OF ENTERING INTO INTERLOCAL
PARTICIPATION AGREEMENTS FOR COOPERATIVE
PURCHASING**

SUMMARY

As the cost of providing services and maintaining District facilities and parks continue to increase, it is imperative to find cost-saving solutions. One valuable solution is the use of cooperative purchasing agreements. Cooperative purchasing agreements leverage the power of state procurement compliance on a national level in order to decrease the costs of goods and services, and the public procurement process itself. These agreements will allow the District to potentially see a significant cost savings on the purchase of operating and capital expenses.

BACKGROUND

Government agencies of every level have specific policies, processes, and thresholds set in place for the procurement of goods and services. The cost of the time and resources dedicated to complying with the required policies and procedures can be significant depending on the volume of goods needing to be purchased. To reduce the costs of both the process and the goods and services, cooperative purchasing agencies tap into the power of bulk volume to perform the competitive procurement process in accordance with federal and state level law. This process is also commonly referred to as "piggybacking," where you use an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Cooperative purchasing agencies or partnerships are a collective group of entities agreeing to piggyback off of a contract for a specific commodity or service.

Contracts are acquired by a transparent Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g., state, city, county, public university or school district). The following is a sample process by one such cooperative agency, OMNIA Partners:

Competitive Solicitation Process

1. The lead agency prepares a competitive solicitation while incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e., "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications. Pre-proposal conferences and meetings are conducted.
3. Interested suppliers respond to the solicitation.

4. The lead agency evaluates the responses, negotiates the final terms and ultimately awards the master agreement.
5. The cooperative contract is made available to public agencies, educational institutions and nonprofits.

Pleasant Valley Recreation and Park District has a long history of participating in cooperative purchase agreements for the procurement of materials, supplies, and equipment. The most common expense has been for the capital purchase of playground materials.

ANALYSIS

There are three nationally recognized cooperative purchasing groups commonly used by government agencies, and all are free to participate in:

1. The BuyBoard National Purchasing Cooperative
2. The OMNIA Partners/Public Sector
3. Sourcewell

The benefits of participating in these national cooperative agreements is far-reaching:

1. Reduced costs of supplies, materials, and equipment; anywhere from a 5-70% savings from retail market list price.
2. Reducing staff time and costs for completing formal RFP solicitations.
3. Transparency of the competitive solicitation process—the cooperative agencies follow high standards for professional and compliant procurement procedures with all documents published electronically.
4. It is free to participate.

From a legal standing, the District can participate in cooperative purchasing for the cost of materials, supplies, and equipment; however, established District procurement procedures for services must be followed. For example, a playground is being renovated at a neighborhood park worth \$65,000 total. The playground equipment itself (slide, swings, posts, platforms etc.) worth \$45,000 can be used through a single contract of one of the cooperative partners, whereas the service to install the equipment, worth \$20,000 would require a minimum of three bids as it is higher than \$15,000 and less than \$25,000.

A few potential areas of materials, supplies, and equipment costs that the District can benefit from with these contracts include: custodial supplies, pool supplies, automotive shop supplies, sporting equipment, safety supplies, gasoline and diesel costs. As new contracts are approved, additional areas could be added.

FISCAL IMPACT

There is no anticipated negative fiscal impact to the District from this recommendation. The District will see positive cost savings as a result of participating in cooperative purchasing agreements.

RECOMMENDATION

It is recommended the Board of Directors grant approval for the General Manager to enter into interlocal participation agreements for cooperative purchasing with BuyBoard National Purchasing Cooperative, OMNIA Partners/Public Sector, and Sourcewell.

ATTACHMENTS

- 1) Interlocal Participation Agreement with BuyBoard National Purchasing Cooperative (6 pages)
- 2) Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners (3 pages)
- 3) SOURCEWELL Agreement with Sourcewell, formerly NJPA (3 pages)



**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Director, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

OMNIA®

PARTNERS

(<https://www.omniapartners.com>)

Become a Participant

OMNIA®

PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S.

Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE

DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

- By checking this box, I indicate that I have read and agree to the Terms and Conditions
- By checking this box, I indicate that I have read and understand our [Privacy Notice](https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website_Terms_of_Use.pdf) (https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website_Terms_of_Use.pdf) and accept and agree to be bound by these [Terms of Use](https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website%20Privacy%20Notice.pdf) (<https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website%20Privacy%20Notice.pdf>)

CONTINUE

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and _____ (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

Sourcewell

By _____
Its _____
TITLE

TITLE

DATE

DATE

Rev. 5/2018

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City _____

State/Province Code _____ ZIP code* _____

Country _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Job Role* _____

E-mail* _____

Phone* _____

Organization Type:

Government

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, Recreation Services Manager

DATE: March 4, 2020

SUBJECT: JOURNEY THE CHURCH AGREEMENT

SUMMARY

In 2013, the Pleasant Valley Recreation & Park District (“District”) and Journey the Church (“Journey”) entered into a Rental Agreement (“Agreement”) for use of District property located at 1605 E. Burnley St (“Community Center”). In 2017, the parties agreed to a second Agreement, effective through March 2020.

On August 28, 2019, Journey provided notice they would not seek a third agreement but wanted to discuss options for a short-term rental agreement for the Community Center. An Ad Hoc Committee consisting of Directors Magner and Malloy was formed to explore options for a third agreement.

BACKGROUND

In 2013, the Board of Directors approved an initial agreement as it was determined that District facilities were available to accommodate the needs of Journey the Church. Rental of the Community Center on Sundays was extremely low and space was available on Wednesdays also to accommodate their programming. As both agencies have continued to grow programming, meeting the existing needs and requests of the Agreement have proven difficult.

2013 Agreement (Dec 2013 - Dec 2016) (Attachment 2)

This Agreement outlined facility use days, times, and locations (Item 2) and responsibilities of each party in relation to the facility setup (Item 5). In this agreement, setup included District-owned brown plastic chairs and plastic folding tables. Additionally, Journey installed an estimated \$40,000 in audio/visual (“A/V”) upgrades to the Auditorium, which becomes property of the District and for use by District staff and facility renters (Item 13- 2014). It is unclear if Item 13-2015 (“Auditorium Enhancements”) were completed.

2017 Agreement (Apr 2017 - Mar 2020) (Attachment 3)

This Agreement outlined facility use days, times, and locations (Item 3) and responsibilities of each party in relation to the facility setup (Item 7). The Agreement hours increased substantially across all items (3a-g) and included additional holiday use hours (4a-b). This Agreement also included Program and Volunteer Support (6a-g) which provided financial support to various recreation programs and events.

As part of this Agreement, Journey was to work with the District on various Facility Improvements (Item 18), providing monetary involvement, physical labor, and professional expertise. Projects included as part of the agreement were as follows:

- Enclosing storage containers (not completed, was placed on hold in 2019 due to Senior & Community Recreation Facility design)
- Auditorium Courtyard (no help provided)
- Auditorium Restroom (no help provided)
- Kitchen (this project has been placed on hold due to other CIP items)

The District and Journey formed an Ad Hoc Committee and met on October 21, 2019 and January 7, February 4, and February 21, 2020 to discuss a third agreement.

ANALYSIS

Unrelated specifically to this Agreement or discussions, the District has undertaken a cost recovery project aimed at understanding what fees the District is charging; what certain facilities and programs cost the District to operate and maintain (“O&M”); what the current utilization of facilities is; and what the cost recovery percentage is (revenues / expenses = cost recovery). An analysis of the Community Center Auditorium was completed in Finance Committee in May 2019 and provided insights to usage and cost recovery.

With the growing demands and needs of programming space by the District, meeting the existing needs and requests of the Agreement may prove difficult. District staff worked with Journey on developing this agreement to meet the growing needs of both parties. Additional requests for use are subject to current rental processes and Class II (Resident Organization/Non-Profit) rates.

In relation to a short-term agreement, it is important to note both options assume hours and space needs (Section 3 items) of the current Agreement except for items 3c (First Tuesday of the Month); 3f (Four Saturdays per Year); and 3g (Vacation Bible School). All rental fees (Class II - Resident Organization) are based on the Board of Directors approved Fee Schedule.

For the purpose of discussions, “Classroom” and “Room” are being used interchangeably to designate specific spaces at the Community Center. Additionally, standard rentals of District space traditionally include setup (pre-cleaning, brown plastic chairs, plastic tables, A/V), breakdown (including cleanup) and District staff to be present during the rental.

Agreement #3 General Terms (Attachment 1)

1. Fifteen (15) months to account for the remainder of this fiscal year (“FY”) as well as the whole of FY 20-21. This also provides Journey significant time to reevaluate their needs and prepare for their new location. (Item 1)
2. Dates and times are fixed, with any additional requests subject to the approved rental rates (Class II – Resident Organization / Non-Profit) and processes. (Items 2 & 3)
3. District will ensure a clean space prior to Journey use, with the District providing setup of all tables and chair. Anything specific to Journey’s needs (props, decorations, A/V, etc.) is the responsibility of Journey (Item 4).
4. Journey is authorized to continue placing their banners on the corners of Carmen/Burnley and Carmen/Modesto with limitations based on District programming and special events (Item 8).
5. Journey will have availability Wednesdays from 3:00pm to 4:30pm for any maintenance items. This time shall not be used for programming or in the setup of programming. Larger annual maintenance items shall be completed during the same end-of-year closure period the District uses.
6. Rental fee is \$5,000.00 per month (previously \$3,500.00) for the duration of this Agreement, with an automatic 10% escalator per year for any extensions. Journey is

required to provide a 180-day notice for renewal or termination of this Agreement (Items 15, 16, & 17).

FISCAL IMPACT

This Agreement provides the District \$60,000 in revenue annually (an increase \$1,500.00 per month or \$18,000.00 annually). The total revenue for this 15-month agreement is \$75,000.00.

RECOMMENDATION

It is recommended that the Board of Directors approve a 15-month agreement (Agreement #3) with Journey the Church for use of the Community Center.

ATTACHMENTS

- 1) Journey Agreement #3 (April 2020-June 2021) (4 pages)
- 2) Journey the Church Agreement #1 (3 pages)
- 3) Journey the Church Agreement #2 (5 pages)

**Rental Agreement Between
Pleasant Valley Recreation & Park District ("District")
and Journey the Church ("Renter")**

The purpose of this agreement is to identify the terms and conditions for use of District facilities.

1. **TERM:** The term of this Agreement shall be fifteen (15) months, effective 12:01am on April 1, 2020 and concluding 11:59pm on June 30, 2021.
2. **FACILITY USE:** This agreement is for the Community Center site located at 1605 E. Burnley Street, Camarillo for the dates and times listed below.

REGULAR USE:

- | | | |
|---|-----------------|------------------------------------|
| a. Sundays: | 6:30am - 2:00pm | Kitchen, Auditorium, and Rooms 1-6 |
| Renter has access starting at 6:30am with District staff onsite at 7:00am | | |
| b. Tuesdays: | 6:00pm - 8:30pm | Kitchen and Room 1 |
| c. Wednesdays: | 4:30pm - 9:00pm | Auditorium and Kitchen |
| d. Wednesdays: | 6:30pm - 8:30pm | Rooms 1-3 |

HOLIDAY USE:

- a. Easter and two (2) days prior (Friday, Saturday) - Auditorium 8:00am-5:00pm (all day - no District programming on the floor or stage)
 1. Monday before Easter 2:00pm-9:00pm. Auditorium only.
 2. Wednesday before Easter 2:00pm-9:00pm. Auditorium only.
 3. Saturday before Easter - Kitchen 8:00am-5:00pm.
- b. December 24, 2020 and three (3) days prior (Monday, Tuesday, Wednesday) - Auditorium 8:00am-5:00pm (all day - no District programming on the floor or stage)

Community Center courtyard is available for use at no additional charge, with the understanding this area is open to the public unless reserved as a private function, subject to additional fees at the Class II (Resident Organization/Non-Profit) rate.

3. **ADDITIONAL USE:**

- a. Additional days, dates and extended times are not included in this Agreement and are subject to additional fees at the Class II (Resident Organization/Non-Profit) rate, based on facility availability, regular rental process.
- b. Renter may not sublet District property.
- c. Renter may not allow vendors to use District property without prior written consent from District and payment of vendor fee will be assessed.
- d. Requests for additional use must be made in writing at least 14 days in advance of the requested date of use. Any requests made within 14 days of requested use is based on availability and subject to additional fees.

Renter agrees to notify District of any facility damage, repairs needed, injuries or accidents, vandalism, suspicious activity, etc. within 24 hours of use. Emergency issues may be called into the District and followed up in writing.

District reserves the right to cancel or suspend facility use whenever use could result in injury to users or cause damage to facility. Reservations may also be cancelled when the health and safety of users are threatened due

to impending conditions, including but not limited to heavy rains, smog alerts, fire, emergency situations or other conditions arising that are not specifically mentioned.

4. **FACILITY SET UP:** District facilities will be clean, set up, and staff will be available for renter during reserved hours. Upon use of Kitchen, Renter agrees to clean and return Kitchen to its original condition after each use.

District staff is not responsible for the set up or take down of Renter's equipment, props or items specific to Renter's use. The District will set approximately 300 black padded chairs on Sunday, other rental days include use of the District's brown plastic chairs. District is not responsible for the damage, vandalism or additional wear of Renter's equipment. If vandalism occurs to District property as a result of Renter's use, District will take appropriate action necessary to seek compensation for damages.

5. **FACILITY CLOSURE:** District performs annual maintenance on the Community Center (Kitchen, Auditorium, and Rooms 1-6, Senior Center, Administration Office). Renter will not have access to the facility Monday, December 28, 2020 - Saturday, January 2, 2021. Renter programming may resume on Sunday, January 3, 2021.

Renter to have access to the Auditorium for maintenance related tasks only on Wednesdays from 3:00pm-4:30pm. No programming or setup for programming is to take place during this time.

6. **PARKING:** Renter can park in available parking lots within the Community Center facility. Facility parking may not be reserved for Renter's events or operation. Renter understands and agrees to take into consideration the impact parking may have on the surrounding neighborhood and use caution if overflow parking is needed on public streets. Renter agrees to share Facility parking lots with other District programs, classes, activities and events that may be scheduled at the same time.

7. **PUBLIC USE:** District facilities are intended for use by the entire community and although Renter is being granted priority use at designated times, it must be understood that cooperative use of the entire facility by Renter, District sponsored programs and the general community is expected. At times, District facilities may be designated for emergency use purposes.

8. **SIGNAGE:** Renter shall not erect any advertising signage, sponsor banners, etc. without prior written approval from District if it is different than what is stated below. Renter may place approved signage in approved locations on District property near street (Carmen Dr./Burnley St. and Carmen Dr./E. Modesto Ave.) beginning at 12:00pm on Saturday and removed by 2:00pm Sunday. Renter may place approved banner on Sunday morning in approved location near Auditorium and remove banner by 3:00pm Sunday afternoon.

On Saturdays where the District has special events, no banner shall be hung until after the event. Dates for District special events include:

<u>Date</u>	<u>Event</u>	<u>Approved Banner Placement Day & Time</u>
Saturday, April 11, 2020	Easter Eggstravaganza	Saturday, April 11, 2020 - 2:00pm
Saturday, May 23, 2020	Food Truck Festival	Sunday, May 24, 2020 - 7:00am
Saturday, October 31, 2020	Halloween in the Park	Sunday, November 1, 2020 - 7:00am
Saturday, December 12, 2020	Camarillo Christmas Parade	Saturday, December 12, 2020 - 2:00pm
Saturday, April 3, 2021	Easter Eggstravaganza	Saturday, April 3, 2021 - 2:00pm
Saturday, May 29, 2021	Food Truck Festival	Sunday, May 30, 2021 - 7:00am

9. **INSURANCE:** During the term of this Agreement, Renter shall keep in full force and will provide District with required insurance. Specific requirements can be found in Attachment A - Insurance Requirements. Insurance requirements are subject to change based on District's insurance carrier requirements.
10. **INDEMNIFICATION/HOLD HARMLESS:** Renter agrees to indemnify, defend and hold harmless District and its directors, officers, employees, representatives, agents and volunteers 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, spectators, 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 Renter's performance of its obligations hereunder or Renter's failure to comply with such obligations, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of District. Procurement of liability insurance by Renter shall not affect or alter Renter's indemnity obligations to District. These indemnification provisions shall survive the term of this Agreement.

Renter accepts responsibility for all applicable conditions as well as all District general rules and regulations not listed in this Agreement. Renter assumes all risks for loss, damage, liability, injury, cost or expense that may arise during, or be caused in any way by such use or occupancy of District facilities.

11. **SUPERVISION & CONTROL:** Renter is responsible for the patrol, control, supervision of spectators and participants at Renter's events, including making sure District rules and regulations are adhered to. Failure to control participants and spectators is sufficient reason to cancel approved use of District facilities.

Renter is responsible for enforcing District Ordinance 8 section 305 and Camarillo Municipal Code 9.24.020 (Prohibition of Smoking in Certain Enclosed and Unenclosed areas).

12. **STORAGE:**

- a. **Outdoors:** Three (3) designated storage units are located outside on District property. District is not responsible for damage/vandalism to storage containers or contents. Journey shall provide regular and routine maintenance, including any repair and/or graffiti removal.
- b. **Auditorium:** Storage area located on back right of stage is available to Renter.
- c. **Auditorium:** Upstairs – area on left side closest to viewing windows/electronic equipment is available to Renter.
- d. **Kitchen:** Six (6) cabinets will be made available for regular use.
- e. **Kitchen:** Refrigerator space is available for regular use, with the understanding that the refrigerator does not lock and is also available for use by other renters and the District.

All storage areas must be kept clean and organized. No items shall be stored on the Auditorium Patio. Pictures of approved storage areas are included in Attachment B - Storage Areas.

13. **EQUIPMENT:** Renter agrees to provide regular upkeep and repair of all Renter installed electronics, sound, lighting, fixtures and furniture, exclusive of the black padded chairs. Equipment belongs to the District as part of the 2013-2016 Agreement.

14. **PERMITS AND AUTHORIZATIONS:** Renter, at its sole expense, shall obtain and keep in full force and effect all necessary business licenses, permits, consent and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of Renter's programs and use. Renter agrees to abide by and adhere to all local, county, state and federal laws that may apply.
15. **RENTAL FEE and SECURITY DEPOSIT:** Renter agrees to pay District a monthly fee totaling \$5,000.00 (\$60,000 annually).
- If payment is not made by the seventh day of each month, a \$100.00 late fee applies.
 - A refundable security deposit in the amount of \$6,750.00 is currently on hold with the District as part of previous Agreements.
- Renter is responsible for renter's insurance evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored.
16. **RENEWAL:** Provided the Renter is not in default with any of the terms and conditions herein, the parties may agree to extend the term of this Agreement for an additional one (1) year on mutually satisfactory terms. There shall be a 10% increase to monthly rental fees upon execution of Agreement. Written notice of request to renew is required from Renter within one hundred and eighty (180) calendar days of June 30, 2021.
17. **TERMINATION:** Either party may terminate this Agreement on one hundred and eighty (180) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

Jeff Rodriguez, Pastor, Journey the Church Date
P.O. Box 235 Somis, CA 93066

Elaine Magner, Board Chair, Pleasant Valley Recreation and Park District Date
1605 E. Burnley St. Camarillo, CA 93010

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

**Rental Agreement Between
Pleasant Valley Recreation and Park District (District)
and Journey the Church (Renter)**

The purpose of this agreement is to identify the terms and conditions for use of District facilities.

1. **TERM:** The term of this agreement shall be for three years beginning December 1, 2013 and expiring December 2016. District and Renter agree to meet at least once per year to review rental agreement and facility use. The renewal period shall be for one additional three-year period, exercisable by District's acceptance of Renter's written notice to District at least one year prior to expiration of this initial term. If District does not accept Operator's written notice, the agreement expires as stated above. During this time annual rental fees and facility improvement projects will be reviewed to establish an updated agreement. After the first year of this agreement, either party may decide to opt out of current agreement with a six month written notice.
2. **FACILITY USE:** This agreement is for the Community Center site located at 1605 E. Burnley Street, Camarillo for the following days and times:
 - Sundays: 7:30am – 1:00pm – Kitchen, Auditorium & Classrooms 1-5
 - Tuesdays: 7:00-8:30pm – two classrooms – based on facility availability location TBD
 - Wednesdays 4:30-8:30pm: Kitchen and Auditorium or Kitchen and classrooms 1-2 (location may change and is based on availability).
 - Fridays: one classroom 6:30-8:30am
 - Additional days, dates and extended times are subject to additional fees, based on facility availability and are not included in this agreement.
 - Renter may not sublet District property.
 - Renter may not allow vendors to use District property without prior written consent from District and payment of vendor fee.

Renter agrees 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 in good, sanitary condition and repair throughout the term of this agreement. Renter agrees to diligently comply with this obligation.

Renter agrees to notify District of any facility damage, repairs needed, injuries or accidents, vandalism, suspicious activity, etc. within 24 hours of use. Emergency issues may be called into the District and followed up in writing.

District reserves the right to cancel or suspend facility use whenever use could result in injury to users or cause damage to facility. Reservations may also be cancelled when the health and safety of users are threatened due to impending conditions, including but not limited to heavy rains, smog alerts, fire, emergency situations or other conditions arising that are not specifically mentioned.

3. **PARKING:** Renter can park in available parking lots within the Community Center facility. Facility parking may not be reserved for Renter's events or operation. Renter understands and agrees to take into consideration the impact parking may have on the surrounding neighborhood and use caution if overflow parking is needed on public streets. Renter agrees to share Facility parking lots with other District programs, classes, activities and events that may be scheduled at the same time.
4. **PUBLIC USE:** District facilities are intended for use by the entire community and although Renter is being granted priority use at designated times, it must be understood that cooperative use of the entire facility by Renter, District sponsored programs and the general community is expected. At times, District facilities may be designated for emergency use purposes.

5. **FACILITY SET UP:** District facilities will be clean, set up and staff will be available for renter during reserved hours. Upon use of kitchen, Renter agrees to clean and return kitchen to its original condition after each use. District staff is not responsible for the set up or take down of Renter's equipment, props or items specific to Renter's use. District is not responsible for the damage, vandalism or additional wear of Renter's equipment. If vandalism occurs to District property, District will take appropriate action necessary to seek compensation for damages.
6. **SIGNAGE:** Renter shall not erect any advertising signage, sponsor banners, etc. without prior written approval from District. Renter may place approved signage in approved location on District property during approved hours: District approved sign to be placed (by renter) near street beginning at 12 noon on Saturday and removed (by renter) by 2pm Sunday. Renter may place approved banner on Sunday morning in approved location near auditorium and remove banner by 2pm Sunday afternoon. Renter may submit to District marquee information to be advertised during approved times, with approved messages. The District will determine the format and language for placement on the marquee.
7. **INSURANCE:** Renter will provide District with required insurance, which is currently proof of one million dollar liability insurance policy and separate endorsement for the period of use naming District as additionally insured. *Refer to District for current requirements.* This signed or stamped original certificate should be forwarded to the District 1605 E Burnley Street, Camarillo 93010, no later than 30 days prior to the start of the agreement.
8. **INDEMNIFICATION/HOLD HARMLESS:** Operator agrees to indemnify, defend and hold harmless District and its directors, officers, employees, representatives, agents and volunteers 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, spectators, 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 Renter's performance of its obligations hereunder or Renter's failure to comply with such obligations, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of District. Procurement of liability insurance by Operator shall not affect or alter Operator's indemnity obligations to District. These indemnification provisions shall survive the term of this Agreement.

Renter accepts responsibility for all applicable conditions as well as all District rules and regulations not listed in this agreement. Renter assumes all risks for loss, damage, liability, injury, cost or expense that may arise during, or be caused in any way by such use or occupancy of District facilities.

9. **SUPERVISION & CONTROL:** Renter is responsible for the patrol, control, supervision of spectators and participants at renters events, including making sure park rules and regulations are adhered to. Failure to control participants and spectators is sufficient reason to cancel approved use of District facilities.
10. **STORAGE:** Two designated storage areas are available by District to Renter –
 - **INDOORS:** District and Renter agreed to use of storage area on back right side of stage. District approved storage area walls/enclosure will be built and paid for by Renter. Renter may also use upper storage area above enclosure. District will make available to renter a shelf in the kitchen refrigerator, with the understanding the refrigerator does not lock and is also available for use by other renters. District is not responsible for lost, stolen, damaged, or spoiled items.
 - **OUTDOORS:** A storage shed area is available to Renter directly outside auditorium within enclosed back courtyard. Renter will install District approved shed in the approved location.

11. PERMITS AND AUTHORIZATIONS: Renter at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consent and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of Renter's programs and use. Renter agrees to abide by and adhere to all local, county state and federal laws that may apply.
12. RENTAL FEE and SECURITY DEPOSIT: Renter agrees to pay District a monthly fee totaling the annual amounts below and a three month security deposit. A three-month security deposit shall be paid by November 1, 2013 in the amount of \$6,750 (\$2250 x 3). November 1, 2014 an additional \$375 shall be paid to bring the total deposit to \$7,125 (\$2375 x 3). On November 1, 2015 renter pays an additional \$375 to bring the total deposit to \$7,500. At the end of the Agreement, the security deposit is eligible to be refunded.

- December 2013 – November 2014: \$27,000 / 12 = \$2250 per month
- December 2014 – November 2015: \$28,500 / 12 = 2375 per month
- December 2015 – November 2016: \$30,000 / 12 = \$2500 per month
- If payment is not made by the seventh day of each month a \$100 late fee applies.

In addition, Renter agrees to pay a monthly contribution of \$50 towards facility wireless connection.

13. FACILITY IMPROVEMENTS: Renter agrees to provide the following facility improvements:

- 2014 – Remove existing and install a new Public Address (PA) system with sound. All equipment and work will be performed to District's satisfaction and will comply with building codes. Any permits will be the responsibility of the Renter. All equipment and upgrades to the facility will become the property of the District and for use by District staff and facility renters. PA and sound system will be maintained by Renter in a manner in which it is available on short notice to accommodate District programs. Renter will install one screen mounted (multi-media system) on each side of the stage with a projection system mounted to the ceiling of the auditorium. Renter will provide training to District staff for the operation of equipment. Facility improvement/donation is expected to cost renter approximately \$30,000.
- 2015 – Work with District staff to enhance auditorium main entrance and gate with the following upgrades: Renter will purchase District approved commercial grade planters, soil and plants. Renter will purchase District approved paint and provide volunteers to paint the iron gate surrounding the community center complex.
- 2016 – Renter will purchase and plant twice during 2016 District approved foliage in front of the marquee.

Jeff Rodriguez
 Print Name and Position in Organization
 Signature: *Jeff Rodriguez* Date: 10-15-13
 Address: PO Box 235 S Orem City CA 93010
 State: CA Zip: 93010

Approved: *Mark Malloy* Date: 12-4-13
 Mark Malloy, Chairman of the Board, Pleasant Valley Recreation and Park District
 Date: 10/15/13
Amy Stewart
 Amy Stewart, Recreation Services Manager, Pleasant Valley Recreation and Park District
 Date: 10/15/13

**Rental Agreement Between
Pleasant Valley Recreation and Park District (District)
and Journey the Church (Renter)**

The purpose of this agreement is to identify the terms and conditions for use of District facilities.

1. **TERM:** The initial term of this Agreement shall be three (3) years. Provided that Renter is not in default with any of the terms and conditions herein, the parties may agree (but are not obligated to) extend the term of this Agreement for an additional three (3) years on mutually satisfactory terms. Renter shall provide written notice to the District that Renter wishes to extend the term, not later than one hundred eighty (180) days prior to the expiration of the initial three (3) year term. The parties shall then meet to discuss such potential extension.
2. **FACILITY USE:** This agreement is for the Community Center site located at 1605 E. Burnley Street, Camarillo for the dates and times listed below.
3. **REGULAR USE:**
 - a. Sundays: 7:00am – 2:00pm – Kitchen, Auditorium & Classrooms 1-5 & 7
 - b. Tuesdays: 6:00pm-8:30pm – Classroom 1 and kitchen
 - c. First Tuesday of each month: Rooms 1,2,3 and Kitchen 6:00pm-8:30pm
 - d. Wednesdays: 4:30-9:00pm: Kitchen, Auditorium and Classrooms 1-3 6:30-8:30pm
 - e. Community Center courtyard is available for use at no additional charge, with the understanding this area is open to the public unless reserved as a private function
 - f. Four Saturdays per year from 7:00am-12:30pm during the following months: March, May, September, October; Auditorium, Kitchen and Classroom #1
 - g. Vacation Bible School – one week (5 days) in June, July or August dates to be determined with staff and based on facility availability
4. **HOLIDAY USE & CLOSURES:**
 - a. Easter and four days prior (stage set up & upstairs access – District programming may still take place on floor, but not interfere with Renter set up, props, etc.). Full access to auditorium & kitchen one day prior (Saturday) to Easter.
 - b. December 24 and three days prior (stage & upstairs access- District programming may still take place on floor – depending on chair set up and not to interfere with Renter set up)
 - c. Stage décor – remove stage décor by second day after holiday
 - d. Holiday use may be adjusted with prior approval

The District will schedule an annual maintenance closure to take place in the fall and/or winter on a yearly basis. The District will work with Renter to minimize impact on facility use to Renter during this time. Listed below are the projected closures. Additional closures may apply.

Projected closures:

- 12/26-12/30/2017 Auditorium & Kitchen
- 8/28-9/1/2017 Classrooms 4 & 5
- 12/26-12/29/2018 Auditorium & Kitchen
- 12/26-12/28/2019 Auditorium & Kitchen

5. **ADDITIONAL USE:**

- a. Additional days, dates and extended times are subject to additional fees, based on facility availability, regular rental process, and are not included in this agreement.
- b. Renter may not sublet District property.
- c. Renter may not allow vendors to use District property without prior written consent from District and payment of vendor fee will be assessed.

Renter agrees 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 in good, sanitary condition and repair throughout the term of this agreement. Renter agrees to diligently comply with this obligation.

Renter agrees to notify District of any facility damage, repairs needed, injuries or accidents, vandalism, suspicious activity, etc. within 24 hours of use. Emergency issues may be called into the District and followed up in writing.

District reserves the right to cancel or suspend facility use whenever use could result in injury to users or cause damage to facility. Reservations may also be cancelled when the health and safety of users are threatened due to impending conditions, including but not limited to heavy rains, smog alerts, fire, emergency situations or other conditions arising that are not specifically mentioned.

6. **PROGRAM and VOLUNTEER SUPPORT:**

In addition, Renter agrees to provide support to the following community programs:

- a) **Eggstravaganza Event:** Financial Contribution of at least \$1,600 per year for term of agreement. Plus supply adequate adult volunteers to support community egg hunt (at least twelve) and/or other agreed upon attractions during event.
- b) **Movie/Lunch Program:** Provide at least one hot lunch per year for term of agreement to serve at least 70 adults and adequate volunteer staff to serve food to participants. Lunch should consist of main entrée, side dish, vegetable and dessert (menu agreed upon in conjunction with District staff).
- c) **Holiday Bingo Lunch:** Provide at least one hot main entrée per year for term of agreement to serve at least 70 adults and adequate volunteer staff to serve food to participants.
- d) **Christmas Parade:** Financial Contribution of at least \$1,600 per year for term of agreement.
- e) **Program/Event of Choice:** Provide at least one \$500 financial contribution to additional recreation program/event per year for term of agreement.
- f) Renter agrees to provide at least one "Serve Day" per calendar year to improve, clean, maintain an agreed upon District property/project. Project will include but not limited to volunteer support, purchase of supplies, materials, etc.
- g) District agrees to provide advertising accordingly on printed and digital material such as, but not limited to quarterly Activity Guide, posters, banners, website, social media, program announcements, etc.

7. **FACILITY SET UP:** District facilities will be clean, set up, and staff will be available for renter during reserved hours. Upon use of kitchen, Renter agrees to clean and return kitchen to its original condition after each use.

District staff is not responsible for the set up or take down of Renter's equipment, props or items specific to Renter's use. District is not responsible for the damage, vandalism or additional wear of Renter's equipment. If vandalism occurs to District property, District will take appropriate action necessary to seek compensation for damages.

8. **PARKING:** Renter can park in available parking lots within the Community Center facility. Facility parking may not be reserved for Renter's events or operation. Renter understands and agrees to take into consideration the impact parking may have on the surrounding neighborhood and use caution if overflow parking is needed on public streets. Renter agrees to share Facility parking lots with other District programs, classes, activities and events that may be scheduled at the same time.
9. **PUBLIC USE:** District facilities are intended for use by the entire community and although Renter is being granted priority use at designated times, it must be understood that cooperative use of the entire facility by Renter, District sponsored programs and the general community is expected. At times, District facilities may be designated for emergency use purposes.
10. **SIGNAGE:** Renter shall not erect any advertising signage, sponsor banners, etc. without prior written approval from District if it is different than what is stated below. Renter may place approved signage in approved location on District property during approved hours: District approved sign to be placed (by renter) near street beginning at 12 noon on Saturday and removed (by renter) by 2pm Sunday. Renter may place approved banner on Sunday morning in approved location near auditorium and remove banner by 3pm Sunday afternoon. Renter may submit to District marquee information to be advertised during approved times, with approved messages. The District will determine the format, availability and language for placement on the marquee.
11. **INSURANCE:** During the term of this Agreement, Renter shall keep in full force and will provide District with required insurance, which is currently proof of a one-million dollar liability insurance policy and separate endorsement for the period of use naming District as additionally insured. *Refer to District for current requirements.* This signed or stamped original certificate should be forwarded to the District at 1605 E Burnley Street, Camarillo 93010, no later than 30 days prior to the start of the agreement.
12. **INDEMNIFICATION/HOLD HARMLESS:** Operator agrees to indemnify, defend and hold harmless District and its directors, officers, employees, representatives, agents and volunteers 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, spectators, or third party) in connection with or arising out of the design and operation of the Facility and the publics' use thereof, or in connection with Renter's performance of its obligations hereunder or Renter's failure to comply with such obligations, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of District. Procurement of liability insurance by Operator shall not affect or alter Operator's indemnity obligations to District. These indemnification provisions shall survive the term of this Agreement.

Renter accepts responsibility for all applicable conditions as well as all District general rules and regulations not listed in this agreement. Renter assumes all risks for loss, damage, liability, injury, cost or expense that may arise during, or be caused in any way by such use or occupancy of District facilities.
13. **SUPERVISION & CONTROL:** Renter is responsible for the patrol, control, supervision of spectators and participants at Renters events, including making sure District rules and regulations are adhered to. Failure to control participants and spectators is sufficient reason to cancel approved use of District facilities.

14. STORAGE:

- a. **Outdoors:** Two designated storage units are located outside on District property. District is not responsible for damage/vandalism to storage containers or contents
- b. **Auditorium:** storage unit located on back right of stage is available to renter
- c. **Auditorium:** upstairs – area on left side closest to viewing windows/electronic equipment is available to renter. Renter agrees to repair and upgrade equipment as needed to provide adequate media for facility use.
- d. **Media Use/Technical Support:** Renter agrees to provide technical support and training to District staff on proper use of equipment for the duration of this agreement
- e. **Auditorium courtyard:** area may be available for storage upon District approval
- f. **Kitchen:** Six cabinets will be made available for regular use
- g. **Kitchen:** refrigerator space is available for regular use, with the understanding that the refrigerator does not lock and is also available for use by other renters and District.

15. EQUIPMENT: Renter agrees to provide regular upkeep and repair of all Renter installed electronics, sound, lighting, fixtures and furniture. In prior agreement (2013), Renter installed approximately \$40,000 of sound, lighting and electrical equipment to District property. Renter regularly maintains and upgrades equipment for District and all potential community renters to use.

16. PERMITS AND AUTHORIZATIONS: Renter at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consent and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of Renter's programs and use. Renter agrees to abide by and adhere to all local, county state and federal laws that may apply.

17. RENTAL FEE and SECURITY DEPOSIT: Renter agrees to pay District a monthly fee totaling the annual amounts below:

- April 2017 \$36,000/12 months = \$3,000 per month
- April 2018 \$39,000/12 months = \$3,250 per month
- April 2019 \$42,000/12 months = \$3,500 per month
- If payment is not made by the seventh day of each month a \$100 late fee applies.
- Internet contribution is dependent on Renter's need

18. FACILITY IMPROVEMENTS: Renter agrees to work with District to provide the following improvements:

- Enclose storage containers
- Auditorium courtyard
- Auditorium restroom
- Kitchen
- Assistance may include but not limited to: monetary involvement, physical labor, professional expertise, etc. Any projects that require outside contractors would need to adhere to current prevailing wage laws and any other laws required by the District
- All improvements will remain on District property upon termination of this agreement.

Jeff Rodriguez Pastor

Print Name and Position in Organization

[Signature]

4/5/17

Signature

Date

P.O. Box 235 Somis CA 93066

Address

City

State

Zip

Approved

[Signature]

Neal Dixon, Chairman of the Board, Pleasant Valley Recreation and Park District

3/1/17

Date

[Signature]

Amy Stewart, Recreation Services Manager, Pleasant Valley Recreation and Park District

3/27/17

Date

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: March 4, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF A SIX-WEEK
TURF MAINTENANCE & REST CLOSURE AT
SPRINGVILLE DOG PARK**

SUMMARY

Springville Park was developed in 1997 as a 5-acre park. In 2013 the District converted approximately 2.5 acres into an enclosed dog park with two separate areas, one for smaller breeds and one for larger breeds.

BACKGROUND

Since the development of the dog park, the District along with the help of the Friends of Camarillo Dog Parks and other community dog park organizations have invested resources to continue to improve the Springville Dog Park. Since the inception of the park, the following items have been improved: pavers, trees, retaining wall, decomposed granite walking path, enhanced irrigation system, and drinking fountains.

The Springville Dog Park has been well received by District residents and has been experiencing heavy use since the day the park opened. The constant seven day a week use has resulted in noticeable wear on the overall turf with significant damage throughout the park. Current hours of operations are from 7:00 am until dusk with well over 75 dog visits per day.

To mitigate the compaction and wear as well as maintain healthy turf, the District has closed the park two to three times annually to perform minor turf maintenance which results in a one to five-day closure. This action does assist with maintenance however, the short closure period does not give the turf adequate time and rest required to maintain healthy turf. Closing the park for a six-week period in the beginning of peak growing season will allow staff to perform the necessary turf maintenance practices and give adequate rest to rejuvenate the turf.

ANALYSIS

Dog park turf requires several turf maintenance treatments throughout the year to maintain the integrity and health of the turf and soil profile. Treatments range from aerification, dethatching, fertilization, broad leaf/weed control, over seeding/sod, top dressing, and rest. By allowing an extended closure, the District will not only replenish the nutrients back into the blades of the grass and into the soil, but will build a much healthier and stable environment for the root zones that the turf is lacking due to all the heavy traffic.

To address the current needs of the turf, the following maintenance items will be addressed:

- 1) Herbicide treatment
- 2) Dethatching
- 3) Aerification
- 4) Sod/over seeding
- 5) Fertilization
- 6) Top dress
- 7) Rest

The main focus of the closure is turf renovation. While the turf is being renovated and Springville Dog Park is closed, the District will install a temporary dog park at Freedom Park located at the west end. By opening a temporary dog park during the closure, it will provide an alternative for a safe and controlled environment to exercise and socialize their dogs. As a reminder, the District also has dog parks located at Camarillo Grove Park and Mission Oaks Park.

Staff recommends that Springville Dog Park be closed for a six-week period to address all turf maintenance issues in the first week and give the turf a five-week rest period. Staff could provide for a shorter time period to address the turf maintenance; however, this could cause the turf to deteriorate which would generate a longer closure period down the road.

FISCAL IMPACT

The fiscal impact would be \$2,000 for the installation of the temporary fence located out at Freedom Park. This can be absorbed as part of the current budget and will not need any further allocation.

RECOMMENDATION

It is recommended the Board of Directors authorize and approve the six-week closure of Springville Dog Park for turf maintenance and approve a temporary dog park located at Freedom Park.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Megan Hamlin, Administrative Analyst

DATE: March 4, 2020

**SUBJECT: NOMINATIONS FOR CANDIDATE FOR CSDA
BOARD OF DIRECTORS, SEAT B**

SUMMARY

The California Special Districts Association (CSDA) is seeking a Special District Board Member or their General Manager for the CSDA Board of Director Seat B 2020-2022 term.

BACKGROUND

The leadership of CSDA is elected from its six geographical networks. Each network has three seats on the Board with staggered 3-year terms. The CSDA Board of Directors is the governing body responsible for all policy decisions related to member services, legislative advocacy, education and resources. A candidate must attend all board meetings, usually 4-5 meetings annually in Sacramento; participate on at least one committee which meets 3-5 times a year; attend Special District Legislative Days and the CSDA Annual Conference; and complete four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

The District is located within the Coastal Network which spans from Ventura County up to and including Santa Cruz County. Currently, California Special Districts Association Elections and Bylaws Committee is looking for an independent special district Board Member or their General Manager from the Coastal Network who is interested in leading the direction of CSDA by serving as a Director in Seat B, which is currently vacant, for the remainder of the 2020-2022 term.

ANALYSIS

The Board can choose to nominate a Board Member or the General Manager for this seat and a copy of the minutes action and Candidate Information Sheet need to be received by March 6, 2020. CSDA Coastal Network Board Members will conduct interviews of candidates that submitted nominations on March 9-13, 2020. A Board appointment recommendation will be submitted by CSDA Coastal Network Board Members for consideration by the full Board on March 27, 2020. The newly appointed Board Member for the Coastal Network Seat B will take office April 1, 2020.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended the Board provide direction regarding nominations for CSDA Seat B.

ATTACHMENTS

- 1) CSDA Nomination Packet (5 pages)



**California Special
Districts Association**
Districts Stronger Together

DATE: January 22, 2020

TO: CSDA Voting Member Presidents and General Managers –
Coastal Network

FROM: CSDA Elections and Bylaws Committee

SUBJECT: **CSDA BOARD OF DIRECTORS VACANCY –
CALL FOR NOMINATIONS: SEAT B – COASTAL NETWORK**

The California Special Districts Association Elections and Bylaws Committee is looking for independent special district Board Members or their General Managers from the Coastal Network who are interested in leading the direction of CSDA by serving as a Director in Seat B, which is currently vacant, for the remainder of the 2020 - 2022 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the Coastal Network (see attached CSDA Network Map).

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the summer/fall.
(CSDA does not reimburse travel related expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however registration fees are covered)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
(CSDA does not reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).

- Complete Annual Chief Executive Officer Evaluation.

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 6, 2020. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination.

CSDA Coastal Network Board Members will conduct interviews of candidates that submitted nominations on March 9 – 13, 2020.

A Board appointment recommendation will be submitted by CSDA Coastal Network Board Members for consideration by the full Board on March 27, 2020.

The newly appointed Board Member for the Coastal Network Seat B will take office April 1, 2020.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



**California Special
Districts Association**
Districts Stronger Together

**2020-2022 BOARD APPOINTMENT
FOR SEAT B COASTAL NETWORK
NOMINATION FORM**

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____

District Telephone: _____

Candidate Direct Telephone: _____

Best Time to Arrange a Call: AM PM
Monday Tuesday Wednesday Thursday Friday Saturday

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 6, 2020



California Special
Districts Association
Districts Stronger Together

**2020-2022 CSDA BOARD APPOINTMENT
SEAT B COASTAL NETWORK
CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/Minutes:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

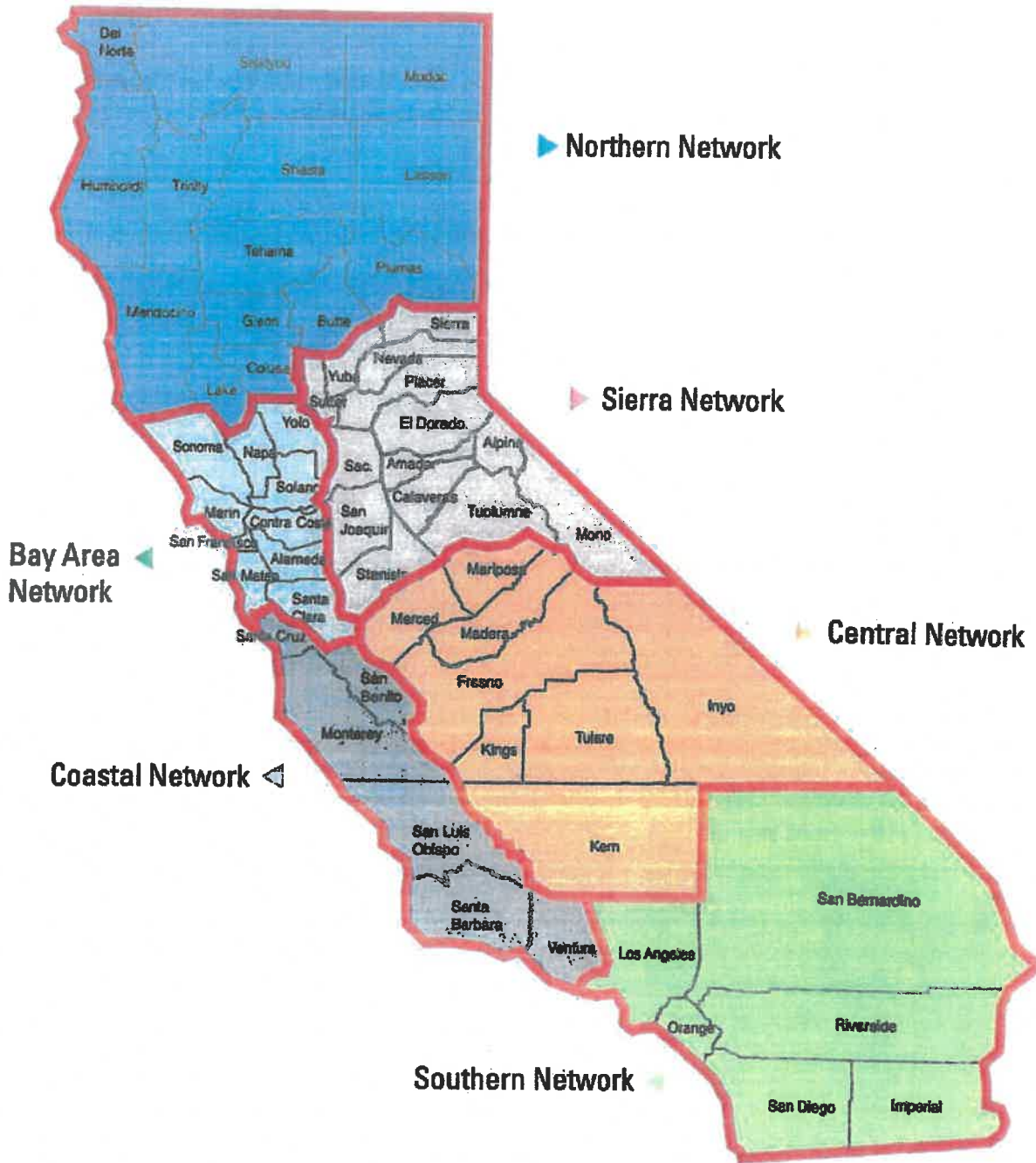
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Additional Candidate Statement** – Please provide an additional statement that includes any personal or professional information that will assist the Board of Directors in making their selections. The preferred formatting for the statement is to be typed with 1-inch margins, 1.5 spacing, 12 pt. Times New Roman font, and no more than 2 pages.



California Special Districts Association
DISTRICT NETWORKS



LAST UPDATED NOV. 1, 2019

8. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Journey; Miracle League; Ran Rancho
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report



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
NEAL DIXON
MIKE WISHLER
MARK MALLOY
ROBERT KELLEY

GENERAL MANAGER
MARY OTTEN

February 21, 2020

The Honorable Todd Gloria
California State Assembly
State Capitol
Sacramento, CA 95814

RE: Assembly Bill 2093 (Gloria) – Opposed

Dear Assembly Member Gloria:

The Pleasant Valley Recreation and Park District is respectfully opposed to your Assembly Bill 2093, which will require all public agencies to maintain all transmitted emails related to agency business for at least two years. Pleasant Valley Recreation and Park District provides services through its 28 park locations, 13 facilities, 4,000 programs and numerous community-wide events throughout the year serving over 400,000 constituents annually.

To be very clear, this is not a transparency bill, it is a data storage bill. The public will have no greater access to public records under AB 2093. This bill creates no new disclosures or exemptions of records. This bill only mandates that public agencies retain all emails related to agency business for two years and avoids the constitutionally-required mandate subvention process declaring that the provisions of the bill are in furtherance of the California Public Records Act (CPRA).

While this measure is intended to improve public access to government records, in practice it will merely increase the burdens for both public agencies and CPRA requesters. The vast majority of emails consist of auto-replies, spam, and insignificant routine communications of minimal public interest. As the bulk of these emails increases, the burden to search through them and locate responsive records in the event of a CPRA request rises accordingly. Under the CPRA, the requester may be required to bear the cost of this data extraction - and indiscriminately mandating that emails be retained will thus make CPRA requests more expensive, perversely impeding public access. Moreover, for those costs that cannot be passed on to the requester, the public agency has no source for reimbursement, and must divert funds from other public programs. Compelling public agencies to retain masses of routine emails - which neither the sender nor recipient otherwise thought important enough to save - imposes significant burdens on all concerned for minimal public benefit. This point is corroborated by the Department of Finance's analysis of AB 1184 (Gloria, 2019), a bill that is completely identical to AB 2093 that was vetoed by Governor Newsom. In their analysis of AB 1184, the Department of Finance wrote that "[t]he retention of non-pertinent e-mails and the need to search through those e-mails, particularly for less specific CPRA requests, increases the amount of time needed to complete CPRA requests. This makes compliance with the

CPRA more difficult in these instances and *produces worse outcomes for persons and entities submitting those requests* [emphases added]."

To further underscore this point, the Governor's veto message of AB 1184 read "[t]his bill does not strike the appropriate balance between the benefits of greater transparency through the public's access to public records, and the burdens of a dramatic increase in records-retention requirements, including associated personnel and data-management costs to taxpayer."

AB 2093 will add millions of dollars in costs annually to the state and local agencies, including school districts. Public agencies will be forced to pay for additional data storage space as well as hire additional staff to sort through the millions of emails that are exempt from disclosure under the CPRA but mandated to be retained under AB 2093 in order to respond to public records act requests. Without the ability to be reimbursed for this costly unfunded mandate, public agencies will be forced to either raise fees and taxes or cut services to the communities they serve.

It is for these reasons; the Pleasant Valley Recreation and Park District respectfully must oppose Assembly Bill 2093 (Gloria). Should you have any questions about our position, please feel free to contact us.

Sincerely,



Mary Otten
Pleasant Valley Recreation and Park District
General Manager
motten@pvrpd.org

CC: Raquel Mason, Legislative Assistant, Office of Assembly Member Todd Gloria
Raquel.mason@asm.ca.gov
Dillon Gibbons, Senior Legislative Representative, California Special Districts Association
advocacy@csda.net