

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
December 7, 2023**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #756

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).
- 5. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to make comments about a matter within the Board’s subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.
- 6. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Board Meeting of November 1, 2023**
Approval receives and files minutes.
 - B. Minutes for Special Board Meeting of November 6, 2023**
Approval receives and files minutes.
 - C. Warrants, Accounts Payable & Payroll**
District's disbursements dated on or before October 31, 2023.
 - D. Financial Reports**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for October 2023.
- 7. NEW ITEMS – DISCUSSION/ACTION**
 - A. Consideration and Approval of a Three-Year Agreement between the Pleasant Valley Recreation & Park District and the Community Service Organizations**
If approved, terms for the community service organization agreements with the District will be extended until December 31, 2026.

Suggested Actions: A MOTION to

- 1) Approve the updated agreement between the District and Community Service Organizations **AND**

- 2) Renew all Community Service Organizations that have completed their renewal process through December 31, 2026.

B. Consideration and Adoption of Resolution No. 753, Approving the Second Amendment of the SEIU-MOU 2021-2024, and Resolution No. 754 Adopting a New Salary Schedule Effective in December 2023 with Salary Increases for Unrepresented Full-Time, Part-Time Year-Round, and Part-Time Employees and Resolution No. 755 Adopting a New Salary Schedule for New State Minimum Wage as of January 1, 2024

Consultant Evergreen Solutions, Inc. has completed the Class and Compensation Study for the District and has identified a viable implementation plan. Upon discussions with SEIU, the District is proposing a revised 2023-2024 Salary Schedule with an additional update to the Schedule to address the state mandated increase in minimum wage starting in January 2024.

Suggested Actions: A MOTION to Adopt

- 1) Resolution No. 753 to amend the SEIU-MOU 2021-2024, and
- 2) Resolution No. 754 to approve a new Salary Schedule effective December 16, 2023, approving a 1.5% salary increase for all unrepresented, including the General Manager, and represented full-time, part-time year-round, and part-time staff, and
- 3) Resolution No. 755 to adopt a new Salary Schedule effective January 1, 2024, to address the new state minimum wage of \$16 per hour.

C. Consideration and Approval for a Purchase Order and Drawdown for Urgency Repair Costs for Repair of Playground Rubberized Surfacing at the Community Center with Great Western Recreation/Game Time for an Amount Not to Exceed \$65,882.03

The pour-in-place rubberized playground surfacing installed in 2010 has exceeded its useful life span and has become a safety concern due to the volume of delamination. Replacement of the surfacing is needed to ensure the safety of the playground users.

Suggested Action: A MOTION to Approve a purchase order and drawdown of Capital Reserves for emergency repairs completed and payable to Great Western Recreation, for an amount of \$59,892.75 plus an additional 10% contingency for unforeseen repairs and labor, for a total not to exceed \$65,882.03.

D. Consideration and Approval of Converting One Tennis Court at Pitts Ranch Park to a Dual Use Court

The Pickleball Ad Hoc Committee has approved the recommendation to convert the remaining single-use tennis court at Pitts Ranch Park to a multi/dual-use court thus creating four pickleball courts.

Suggested Action: A MOTION to Approve and Authorize the General Manager to convert one (1) tennis court at Pitts Ranch into a dual/multi-use tennis-pickleball court.

E. Consideration and Selection of Chair, Vice-Chair and Secretary for the 2024 Board of Directors

Every December the Board of Directors elects their officers for the next calendar year. New positions become effective immediately after voting and Board approval.

Suggested Actions: Receive nominations and select for Chair, Vice-Chair and Secretary for the 2024 District Board.

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

- A. Chair Magner**
- B. California Special District Association**
- C. Santa Monica Mountains Conservancy**
- D. Standing Committees – Finance, Personnel**
- E. Ad Hoc Committees – Pickleball**
- F. Foundation for Pleasant Valley Recreation and Parks**
- G. General Manager’s Report**
- H. Board Members**

9. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
November 1, 2023**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. PUBLIC COMMENT

Chair Magner received 1 speaker card. Henry Contreras of Thousand Oaks commented he loves to play in PVRPD's Adult Kickball League, but that he would like to see the results and standings of the kickball games be updated on a quicker basis. He thinks the leagues could use more resources because there is potential for them to grow.

6. CONSENT AGENDA

A. Minutes for Regular Board Meeting of October 4, 2023

B. Warrants, Accounts Payable & Payroll

C. Financial Reports

D. Review and Approval of Surplus Supplies and Equipment List

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

**Motion to
Approve
Consent
Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

7. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Bid Proposal Award for Architectural Design Services for Lokker Park

Park Services Manager Matt Parker presented the consideration of a bid award to Jordan & Bain Landscape Architects, Inc. for the architectural design of improvements to the playground and fitness equipment at Lokker Park. Jay Bain was in the audience available for any questions.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Roberts to approve and authorize the General Manager to enter into an agreement with Jordan & Bain Landscape Architects, Inc. for architectural design services for Lokker Park for a total not to exceed \$45,632.

Motion to Approve Jordan & Bain Architects at Lokker Park

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

B. Consideration and Approval of Bid Proposal Award for Architectural Design Services for ADA Upgrades/Retrofitting to the Senior Center and Auditorium

Park Services Manager Matt Parker presented the consideration of a bid award to Lauterbach & Associates for their architectural design services at the Community Center. Upgrades would encompass the integration of an ADA-compliant wheelchair lift onto the auditorium stage, along with the necessary modifications to ensure ADA access compliance for the Senior Center's restroom facilities.

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Malloy to approve and authorize the General Manager to enter into a professional services agreement between the District and Lauterbach & Associates for architectural design services for ADA accessibility upgrades/retrofits to the Senior Center restrooms and auditorium stage.

Motion to Approve Lauterbach & Associates for ADA Upgrade Design at Community Center

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Resolution No. 752 Approving and Adopting the First Quarter Budget Adjustments and Transfers for Fiscal Year 2023-2024

Administrative Services Manager Justin Kiraly presented recommended budget adjustments and transfers for the first quarter of FY 2023-24. Interest earnings from

investments stayed higher than originally anticipated, which added to an increase in revenue over expenses.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve Resolution No. 752 to approve and adopt the first quarter budget adjustments and transfers for FY 2023-2024.

Motion to Approve Reso 752, Budget Adj

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Magner – Chair Magner stated that there are quite a few agencies in California that are seeing employee turnover in the last few months.

B. California Special District Association – CSDA – Chair Magner reported on various bills signed by the governor including AB557 which eliminates the sunset date for AB 361 teleconferencing and extends the reporting from 30 days to 45 days.

C. Santa Monica Mountains Conservancy – Director Dransfeldt stated that the next meeting will be held on November 20 as a Zoom meeting.

D. Standing Committees – Finance – Director Dransfeldt reported that the District’s cash balance is up from last year due to received Quimby funds.

F. Ad Hoc Committees – City of Camarillo – Director Malloy stated that the City, the Camarillo Healthcare District and PVRPD are working together on *Healthy Camarillo*, a healthy oriented focus for Camarillo citizens. Pickleball – Director Dransfeldt mentioned that the Camarillo Pickleball Association held its 7th anniversary picnic with over 100 people attending on October 14 at Bob Kildee Park. The next Ad Hoc Pickleball Meeting will be held on November 13 at 5:30 p.m. at the Community Center in Room #1.

G. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt stated that the current fundraiser is an online gift card fundraiser with *Honey Baked Ham Co.*

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

I. Board Members – The Directors updated on the meetings and District events they attended for the month. They thanked out going District employees - Brandon Lopez, Katlyn Simber Clickener and Lanny Binney and welcomed incoming Recreation Supervisor Elianna Vargas.

10. ADJOURNMENT

Chair Magner adjourned the meeting at 7:25 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Elaine Magner
Chair**

**Pleasant Valley Recreation & Park District
Conference Room, 1605 E. Burnley St., Camarillo, CA
Minutes of Special Meeting
November 6, 2023**

5:30 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL – All present.

4. ADOPTION OF AGENDA

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

**Motion to
Accept
Agenda**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. PUBLIC COMMENT – None.

6. RECESSED TO CLOSED SESSION

A) Closed Session

i) Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Government Code section 54957.6, with the General Manager, Human Resources Specialist, Administrative Services Manager, and District counsel, the District's negotiators, regarding labor negotiations with: (a) Service Employees International Union, Local 721, representing the District's employees, and (b) all other unrepresented employees.

7. RECONVENE INTO OPEN SESSION TO REPORT ANY ACTIONS TAKEN IN CLOSED SESSION [Govt. Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable.

[Govt. Code Section 54957.1]

Nothing to report from the closed session.

8. ADJOURNMENT

Chair Magner adjourned the meeting at 6:22 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Elaine Magner
Chair

CASH REPORT

	10/31/2023	10/31/2022
	Balance	Balance
Debt Service - Restricted	\$ 146,902.56	\$ 140,752.10
457 Pension Trust Restricted	\$ 71,437.48	\$ 68,491.12
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,508,540.97	\$ 1,101,851.33
VC Pool Quimby- Restricted	\$ 2,604,628.68	\$ 5,636,856.68
Park Impact Fees	\$ 2,007,895.32	\$ 172,853.94
Miracle League 805	\$ 146,315.31	\$ -
FCDP Checking	\$ 13,846.66	\$ 13,601.61
Total	\$ 9,499,566.98	\$ 7,134,406.78

Semi-Restricted Funds

Assessment	\$ 560,800.62	\$ 385,214.35
LAIF - Capital	\$ 1,427,199.77	\$ 2,032,015.47
PacWest/CalCLASS - Capital	\$ 1,911,038.65	\$ 1,122,006.61
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ -
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 397,337.08
Contingency - Computer	\$ 25,000.00	\$ 20,000.01
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 300,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 75,000.00
Contingency - Vehicle Replacement	\$ 30,000.00	\$ 30,000.00
Total	\$ 5,616,703.93	\$ 4,641,901.32

Unrestricted Funds

Contingency	\$ 3,143,308.73	\$ 1,612,200.51
General Fund Checking	\$ 297,408.84	\$ 383,426.64
Total	\$ 3,440,717.57	\$ 1,995,627.15

Total of all Funds

	\$ 18,556,988.48	\$ 13,771,935.25
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	11/2/2023	11/30/2022
	Balance	Balance
Debt Service - Restricted	\$ 146,902.56	\$ 141,175.20
457 Pension Trust Restricted	\$ 71,437.48	\$ 68,694.87
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,508,540.97	\$ 1,100,848.46
VC Pool Quimby- Restricted	\$ 2,604,628.68	\$ 5,645,496.22
Park Impact Fees	\$ 2,007,895.32	\$ 173,377.10
Miracle League 805	\$ 146,315.31	\$ -
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,499,566.98	\$ 7,143,193.01

Semi-Restricted Funds

Assessment	\$ 532,466.01	\$ 439,984.99
LAIF - Capital	\$ 1,427,199.77	\$ 1,330,318.77
PacWest/CalCLASS - Capital	\$ 1,911,038.65	\$ 1,336,084.06
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 397,337.08
Contingency - Computer	\$ 25,000.00	\$ 20,000.01
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 300,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 75,000.00
Contingency - Vehicle Replacement	\$ 30,000.00	\$ 30,000.00
Total	\$ 5,588,369.32	\$ 4,709,052.71

Unrestricted Funds

Contingency	\$ 3,143,308.73	\$ 1,612,200.51
General Fund Checking	\$ 289,217.99	\$ 383,426.64
Total	\$ 3,432,526.72	\$ 1,995,627.15

Total of all Funds

	\$ 18,520,463.02	\$ 13,847,872.87
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Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 October 2023

	Date	Amount	
Accounts Payables:	10/31/2023	\$ 953,726.33	
	Total	\$ 953,726.33	
Payroll (Total Cost):	10/12/2023	\$ 161,354.68	
	10/26/2023	\$ 158,312.12	
	10/27/2023	\$ 6,412.06	Simber/Sofer payout
	Total	\$ 326,078.86	
Payroll AP Payments	10/2/2023	\$ 38,695.47	PERS Health Insurance Premium
	10/2/2023	\$ 3,514.33	Guardian
	10/2/2023	\$ 604.65	VSP
	10/2/2023	\$ 2,233.67	Hartford
	10/12/2023	\$ 17,831.18	CALPERS - Ret PR 10/12/2023
	10/27/2023	\$ 17,877.27	CALPERS- Ret-PR-10/26/23
	Total	\$ 80,756.57	
	Grand Total	\$ 1,360,561.76	

Developer		Project				Quimby Funds			GL Code
No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date	Assigned
AMLI									
1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019	8446
2	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 364,574.44		\$ 586,123.38	12/6/2018		8444
3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94		\$ 221,548.94	10/3/2018		8445
TOTALS			\$ 720,600.00	\$ 615,709.00		\$ -			
FAIRFIELD LLC									
1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 1,100,000.00	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	11/7/2018	1/31/2020	8459
2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87		\$ 1,746,367.92			
3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74		\$ 687,402.31			8469
4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90		\$ 636,613.41			8478
5		Senior and Community Rec Fac Project	\$ -	\$ -		\$ 636,613.41			
6		Senior and Community Rec Fac Exterior Proj	\$ -	\$ -		\$ 636,613.41			
7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20		\$ 355,964.21			8480
8		Community Center Classroom and Auditorium Enhancements							
9		Freedom Park Parking Lot Enhancement							
10		Freedom Park Landscape and Walking Path							
11		Camarillo Grove Nature Center							
TOTALS			\$ 1,910,000.00	\$ 1,894,525.49		\$ 355,964.21			
ELACORA MISSION OAKS									
1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74	\$ 2,649,209.00	\$ 2,649,209.00	11/3/2016	8/8/2021	
2	Arnell Rich Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96		\$ 2,459,321.26	11/5/2020		8464
3		Pickleball	\$ 1,400,000.00	\$ 147,164.33		\$ 962,679.30			8493
4		Camarillo Nature Center	\$ 300,000.00	\$ -		\$ 815,514.97			
5		Freedom Park Landscape and Walking Path	\$ -	\$ -		\$ 815,514.97			
		Freedom Baseball Fields	\$ -	\$ -		\$ 815,514.97			
TOTALS			\$ 3,200,000.00	\$ 1,833,694.03		\$ 815,514.97			
KB HOMES									
1	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00		8/10/2021	8444
2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 441,984.70			8460
3	Nancy Bush	Nancy Bush Pavilion	\$ 65,000.00	\$ 31,537.74		\$ 244,193.18			8447
4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -		\$ 244,193.18			
5		Dos Caminos Expansion and ADA	\$ -	\$ -		\$ 244,193.18			
TOTALS			\$ 629,500.00	\$ 230,159.82		\$ 244,193.18			
CRESTVIEW									
1		Senior/Community Center ADA	\$ 21,612.25	\$ -	\$ 21,612.25	\$ 21,612.25	6/7/2023	6/7/2023	8510
TOTALS			\$ 21,612.25	\$ -		\$ 21,612.25			
HABITAT FOR HUMANITY									
			\$ -	\$ -	\$ 35,242.00	\$ 35,242.00		3/6/2024	
SHEA HOMES									
1		Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	7/5/2023	11/21/2024	8504
TOTALS			\$ 1,000,000.00	\$ -		\$ 1,264,500.00			
Williams Homes									
			\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45		7/29/2027	
Somis Ranch Phase 1									
			\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	\$ 347,625.00		8/5/2027	
Somis Ranch Phase 2									
			\$ 278,100.00	\$ 278,100.00	\$ 278,100.00	\$ 278,100.00		10/20/2027	
Barry 60 LP									
			\$ 313,508.00	\$ 313,508.00	\$ 313,508.00	\$ 313,508.00		3/15/2028	
Grand Total			\$ 7,481,712.25	\$ 4,574,088.34	\$ 11,090,795.40	\$ 6,516,707.06			

California CLASS

Investment Name	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
California CLASS			1.51%	2.36%	2.61%	3.10%	3.80%	4.19%	4.53%
	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
California CLASS	4.70%	4.77%	5.00%	5.15%	5.23%	5.29%	5.45%	5.48%	5.51%

- Rates are determined at the end of the month

Ventura County Pool

Investment Name	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Ventura County Pool	0.62%	0.82%	1.26%	1.55%	1.73%	1.92%	2.29%	2.74%	3.01%
	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
Ventura County Pool	3.15%	3.11%	3.60%	3.49%	3.56%	3.49%	3.51%	3.64%	3.78%

Local Agency Investment Fund (LAIF)

Investment Name	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Local Agency Investment Fund (LAIF)	0.68%	0.86%	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%
	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
Local Agency Investment Fund (LAIF)	2.62%	2.83%	2.87%	2.99%	3.17%	3.31%	3.43%	3.53%	3.67%

** To be released after packet was prepared*

Pacific Western Bank

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

Bank Reconciliation

Board Audit

User: Cwebster
 Printed: 11/02/2023 - 3:00PM
 Date Range: 10/01/2023 - 10/31/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: BILL PERIOD SEPT 2023	10/02/2023	661.44
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE C	10/02/2023	38,695.47
0	CALPERS PENSION	CALPERS: PR CONT 10/12/2023 / PI	10/12/2023	17,831.18
0	CALPERS PENSION	CALPERS: PR CONT 10/26/2023 / PI	10/27/2023	17,877.27
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT / PR 10/12/2023	10/12/2023	3,851.08
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT PR 10/27/2023 - SII	10/27/2023	4,170.38
0	GUARDIAN	GUARDIAN: DENTAL INSURANCE	10/02/2023	3,514.33
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD: COV PERIOD 2023-10.	10/02/2023	2,233.67
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 DEPOSIT / PR 10/12	10/12/2023	25,793.40
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 DEPOSIT / PR 10/26	10/27/2023	27,121.42
0	US BANK, NA	US BANK: LOAN PAYMENT / PV F	10/06/2023	133,265.89
0	VSP	VSP: BILL PERIOD OCT 2023	10/02/2023	604.65
26543	TERESA CANOSA	CANOSA, T: CLEANING DEPOSIT	10/05/2023	50.00
26552	RON KATO	KATO, R: CLEANING DEP REFUND	10/05/2023	50.00
26555	PETRA LUNA	LUNA, P: CLEANING DEP REFUND	10/05/2023	250.00
26559	PLEASANT VALLEY HISTORICAL S	PV HISTORICAL SOCIETY: CLEANING	10/05/2023	300.00
26583	DINA GASKINS	REFUND: CLEANING DEPOSIT CC	10/19/2023	200.00
26592	LYNDA TJARKS AGILITY PRODUCT	LYNDA TJARKS AGILITY PRODUCT	10/19/2023	200.00
26600	VENTURA COUNTY CHINESE AME	VENTURA CO. AMERICAN CHINESE	10/19/2023	300.00
Total for Department: 00 Non Departmentalized				276,970.18
Department: 03 Recreation				
0	AMAZON	AMAZON: SUPPLIES	10/05/2023	144.54
0	AMAZON	AMAZON: HOWL-O-WEEN SUPPL	10/19/2023	140.80
0	BEGINNERS EDGE SPORTS TRAIN	BEGINNERS EDGE: SEPT/OCT SPC	10/19/2023	3,617.25
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCISE	10/05/2023	958.10
0	ESTELA LIZARRAGA	LIZARRAGA, E: SEPT CLASSES / 5	10/05/2023	364.00
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK / SEPT	10/05/2023	2,132.00
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMB	10/05/2023	24.69
0	MARK TUSLER	TUSLER, MARK: SEPTEMBER 2023	10/19/2023	429.00
0	PATRICIA J. BOLLAND	BOLLAND, PATTY: SEPTEMBER 2023	10/19/2023	780.00
0	SARAH PASCUAL	PASCUAL, SARAH: MILEAGE REIMB	10/19/2023	20.83
0	SOCAL GAS COMPANY	SCG: SVC DATE 2023-8/23 - 9/25 / A	10/02/2023	1,935.34
0	US BANK	US BANK: CAL CARD STMT 9/22/23	10/05/2023	1,878.49
26546	SANDRA DIXON	DIXON, S: BALLETT & TAP CLASSE	10/05/2023	312.00
26549	DANIEL E. HOWARD	HOWARD, D: JU-JITSU CLASSES /	10/05/2023	530.40
26561	THE FINISH LINE	THE FINISH LINE: KICKBALL CHU	10/05/2023	2,332.09
26563	UNITED STATES POSTAL SERVICE	USPS: BULK PERMIT# 9	10/05/2023	310.00
26572	VALENTIN ALAYON	ALAYON, V: REFUND/DAY TRIP C	10/19/2023	50.00
26575	BINGO WEST #4	BINGO WEST #4: BINGO SUPPLIES	10/19/2023	338.48
26578	LARRY CHAVEZ	LARRY CHAVEZ: HEAD REFEREE	10/19/2023	250.00
26581	JANICE DRAYTON	REFUND: CHUMASH TRIP CANCE	10/19/2023	50.00
26586	ROBERT INGLIS	ROBERT INGLIS:OCTOBER 2023	10/19/2023	107.25
26587	ELLEN KNAPP	KNAPP, ELLEN: REFUND - CHUM.	10/19/2023	50.00
26588	ROBERTA KNAPP	KNAPP, ROBERTA: REFUND - CHU	10/19/2023	50.00
26590	CLAIRE LEIBERT	LEIBERT, CLAIRE: REFUND - CHU	10/19/2023	50.00
26593	REMEDIOS MAYO	MAYO. REMEDIOS: REFUND CHU	10/19/2023	100.00
26594	BRYAN MONKA	MONKA, BRYAN: SEPTEMBER 2023	10/19/2023	448.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26596	BRIAN SMALLWOOD	SMALLWOOD, BRIAN: STRUCTU	10/19/2023	42.25
26597	THE SILENT DJ	THE SILENT DJ: HOWL-O-WEEN I	10/19/2023	850.00
26601	IRENE YABU	YABU, IRENE: REFUND CHUMASI	10/19/2023	100.00
26602	DUNCAN YOUNG	YOUNG, DUNCAN: SEPTEMBER 2	10/19/2023	1,229.15
26603	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: SEPTEMBE	10/19/2023	614.25
26604	UNDERWOOD FAMILY FARMS	UNDERWOOD FAMILY FARMS: H	10/20/2023	778.75

Total for Department: 03 Recreation

21,018.16

Department: 04 Parks

0	ARAMSCO INC.	ARAMSCO: RESTROOM SUPPLIES	10/05/2023	366.57
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 3068017	10/30/2023	17.90
0	JAVIER JUAREZ	JUAREZ, JAVIER: REIMBURSEME	10/19/2023	400.00
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES	10/05/2023	82.86
0	SOCAL GAS COMPANY	SCG: SVC DATE 2023-8/22 - 9/22 / C	10/02/2023	493.85
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-8/29 - 9/27/ FI	10/05/2023	5,229.42
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-9/6 - 10/4 / AC	10/10/2023	3,083.11
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-9/13 - 10/11 / I	10/26/2023	8,304.03
0	US BANK	US BANK: CAL CARD STMT 9/22/2	10/05/2023	3,462.63
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	10/05/2023	577.18
0	WEX BANK	WEX: FUEL REBATE / SEPT 2023	10/05/2023	5,446.51
26541	B & B DO IT CENTER	B&B: LOCK REPAIR / MISSION OA	10/05/2023	683.86
26542	CALIFORNIA ELECTRIC COMPAN	CALIF ELECTRIC CO: REPLACE B	10/05/2023	2,400.00
26544	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	10/05/2023	58.77
26545	DIAL SECURITY	DIAL SECURITY: EVENT 9/2/2023 ,	10/05/2023	217.50
26547	GOPHER SIGN COMPANY	GOPHER SIGN COMPANY: SIGNS	10/05/2023	4,210.97
26548	HOSE- MAN INC.	HOSEMAN: HYDRAULIC HOSE	10/05/2023	86.60
26551	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	10/05/2023	600.00
26554	LESLIE'S POOL SUPPLIES INC.	LESLIE'S POOL: DIVING BOARD /	10/05/2023	86.39
26556	NAPA AUTO PARTS	NAPA: TORQUE LUBE / SHOP SUP	10/05/2023	102.02
26558	PHOENIX GROUP INFORMATION S	PHOENIX: ADMIN JUNE 2023 ACT	10/05/2023	78.45
26560	REPOWER SPECIALISTS LTD.	REPOWER: TORO SAND PRO REP	10/05/2023	1,990.00
26562	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: PUSH/PI	10/05/2023	526.06
26571	AG RX	AG RX: FERTILIZER	10/19/2023	213.27
26574	BIGBRAND TIRE & SERVICE	BIGBRAND: TRUCK #34 TIRES	10/19/2023	770.39
26576	BURKE OVERHEAD DOOR	BURKE OVERHEAD DOOR:DOOR	10/19/2023	1,070.00
26579	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: ST	10/19/2023	80.16
26580	DIAL SECURITY	DIAL SECURITY: GUARD SERVIC	10/19/2023	551.00
26584	LESLIE S. GILMER III	SG MASONRY: RETAINING WALL	10/19/2023	5,380.00
26585	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: SHOP SUPPLI	10/19/2023	11.65
26595	NAPA AUTO PARTS	NAPA AUTO PARTS: TRUCK #14 A	10/19/2023	486.53
26607	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2023-8/31 -	10/30/2023	19,626.70

Total for Department: 04 Parks

66,694.38

Department: 05 Administration

0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER LLP. : LEG	10/19/2023	2,109.50
0	AMAZON	AMAZON: OFFICE SUPPLIES	10/19/2023	429.10
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE C	10/02/2023	138.53
0	CONARD WARREN	C. Warren 9.23-10.6 Timecard; Origin:	10/16/2023	558.29
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: EQUIP / POU COOLEI	10/30/2023	35.00
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: BILL PERIOD :	10/30/2023	573.19
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2023-9/17 -	10/05/2023	17.08
0	US BANK	US BANK: CAL CARD STMT 9/22/2	10/05/2023	2,969.34
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	10/05/2023	0.75
26538	ACORN NEWSPAPERS	ACORN: PUBLIC NOTICE ORD #8	10/05/2023	84.00
26540	ALLCONNECTED, INC.	ALLCONNECTED: MONTHLY BIL	10/05/2023	4,115.34
26553	LENOVO (UNITED STATES) INC.	LENOVO: THINK PAD E15	10/05/2023	730.11
26568	ACORN NEWSPAPERS	ACORN: ORDINANCE 8 SECOND I	10/19/2023	87.50
26570	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: INTERNI	10/19/2023	1,572.77
26577	CALIFORNIA SPECIAL DIST. ASSO	CSDA: 2024 RENEWAL	10/19/2023	9,050.00
26582	FUN EXPRESS	FUN EXPRESS: HALLOWEEN ASS	10/19/2023	220.67
26589	KONICA MINOLTA	KONIKI MINOLTA: 10.30.2023 STM	10/19/2023	82.94

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26591	PAUL LERMA	LERMA, PAUL: OCTOBER 14,2023	10/19/2023	87.50
26598	DAVID TORFEH	TORFEH, DAVID: HIKES 8/27/2023	10/19/2023	137.50
Total for Department: 05 Administration				22,999.11
Total for Fund:10 General Fund				387,681.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	US BANK, NA	US BANK: LOAN PAYMENT / PV F	10/06/2023	408,779.69
26539	ADVANCED SANITATION	ADVANCED SANITATION: PUMP /	10/05/2023	1,520.00
26557	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: S	10/05/2023	20,159.27
26573	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: S	10/19/2023	947.39
26606	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: L	10/27/2023	20,159.27
Total for Department: 00 Non Departmentalized				451,565.62
Total for Fund:20 Assessment Fund				451,565.62

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CAL CARD STMT 9/22/2	10/05/2023	3,560.27
26569	ADVANCED GEOTECHNICAL SER	ADVANCED GEOTECHNICAL SER	10/19/2023	3,372.00
Total for Department: 00				6,932.27
Total for Fund:30 Park Dedication Fund				6,932.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 50 CDBG - Food Share				
Department: 00				
0	AMAZON	AMAZON: WATER BOTTLES	10/19/2023	330.49
26599	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: FOOR	10/19/2023	1,185.36
Total for Department: 00				<u>1,515.85</u>
Total for Fund:50 CDBG - Food Share				<u>1,515.85</u>

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 60 Restricted Donations				
Department: 04 Parks				
26550	HUGHES GENERAL ENGINEERINC	HUGHES GEN ENGINEERING: API	10/05/2023	168,956.15
Total for Department: 04 Parks				168,956.15
Total for Fund:60 Restricted Donations				168,956.15

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		1,016,651.72

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

TO: BOARD OF DIRECTORS

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

DATE: December 7, 2023

SUBJECT: FINANCE REPORT OCTOBER 2023

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH OCTOBER 31, 2023

The District's Statements of Revenues and Expenditures for the period of October 1, 2023, through October 31, 2023, with a year-to-date comparison for the period of October 1, 2022, through October 31, 2022, are attached. The percentage rate used is 33.3% for Period 4 of the current fiscal year.

REVENUES

Total revenue including the 4th month ending October 31, 2023, for Fund 10 (General Fund) has an overall increase of \$427,573 in comparison to Fiscal Year 2022-2023. The variance from the prior year includes: 1) increase in Rentals (5530) of \$114,342.93, 2) increase in Public Fees (5510-5520) received of \$79,650, and 3) increase in Interest Revenue (5310) received of \$149,397. The increase in Rentals is due to increases in rental fees. Public fees have seen an increase due to continued interest from residents in District offered services, such as Camp Funtastic. Interest rates continue to stay significantly higher than last year, leading to increased returns.

Total revenue recorded for Fund 20 for October 2023, the Assessment District Fund, was \$2,908 in interest revenue.

Total revenue recorded for Fund 30 for October 2023, the Quimby Fund, was \$44,464 of interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for October 2023, the Park Impact Fees Fund, was \$9,375 of interest. Park Impact Fees are only collected when certain requirements are met for whenever additional square footage is added to either residential or commercial properties, following certain criteria.

Total revenue recorded for Fund 50 for October 2023, the Community Development Block Grant (CDBG) Food Share Fund, was \$0. Reimbursement requests are made on a quarterly basis.

There was no revenue recorded for Fund 60 for October 2023, the Restricted Donations Fund. Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds.

EXPENDITURES

Fund 10 Personnel Expenditures: Excluding the Unfunded Liability payment to CalPERS (6170) of \$494,762, there was an increase in salaries and benefits year-over-year of \$5,297. This is due

to the filling of positions that were vacant last year, cost of living and merit increases, as well as a reallocation of staffing costs for Pleasant Valley Fields for the first quarter of the fiscal year leading to a less significant increase in costs. These staffing costs will be allocated back to the General Fund in the next three quarters.

Fund 10 Service and Supply Expenditures show an increase of \$262,547 in comparison to the same period last year.

Excluding reserves, the increase in Services and Supplies year-to-date is \$244,750. This increase includes Insurance Liability (6410) being \$43,905 more than last year, an increase in IT Services (6220) of \$7,726 due to changing to an annual fee for the District website instead of monthly, an increase in Janitorial Supplies (6320) of \$10,505 due to purchasing supplies a month earlier, an increase in Professional Services (7100) of \$24,042 due to incorrect account recording of Summer Concert Series in 2023, and an increase in COP Debt – PV Fields (7950) of \$133,265.89 due to increased costs of Pleasant Valley Fields maintenance requiring paying more of the COP for Pleasant Valley Fields from the General Fund instead of Assessment.

Fund 10 Capital Expenditures shows a decrease of \$46,073.76 in comparison to the same period last year.

Fund 10 Total Expenditures year-to-date are \$221,770 more compared to this point last year.

Fund 20 Expenditures are \$81,519 in Personnel and \$503,600 in Services and Supplies in total as of this month. A decision was made on Pleasant Valley Fields at the October 2023 Board meeting and a budget adjustment was presented in the November 2023 Board meeting updating budgets for the remainder of the year.

Fund 30 has Expenditures of \$6,932 for the Freedom Park Pickleball Sports Complex this month.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$2,050 and Services and Supplies Expenses of \$1,516 for this month. The District received an additional allocation of funds for CDBG to purchase supplies for future use. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo. A budget adjustment was brought to the Board in November 2023 to adjust for this additional allocation.

Fund 60 has Expenditures of \$168,956 for this month. A budget adjustment was brought to the Board in November 2023 to account for the final actual costs of the Miracle League Field project.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 70.51%, Fund 20 by 55.02%, Fund 30 by 99.65%. Fund 50 is over the original approved budget by 54.18% and Fund 60 is over by 21.95%, however, a budget adjustment was brought to the Board in November to adjust for these excesses. Fund 40 had no budget and no expenses.

RECOMMENDATION

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

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of October 31, 2023, Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of October 31, 2023, Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of October 31, 2023, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of October 31, 2023, Fund 40
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of October 31, 2023, Fund 50
(1 page)
- 6) Financial Statement of Revenue and Expenditures as of October 31, 2023, Fund 60
(1 page)

General Ledger
Fund 10 General Fund
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110	\$ -	\$ -	\$ -	\$ 8,109,714.00	\$ 8,109,714.00	0.00%
Restriected Donation	5576	\$ -	\$ -	\$ 5,098.00	\$ -	\$ (5,098.00)	-
Interest Earnings	5310	\$ 51,119.67	\$ 12,337.64	\$ 161,734.44	\$ 230,000.00	\$ 94,946.65	70.32%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Park Patrol Citations	5506	\$ 223.68	\$ 880.74	\$ 1,782.82	\$ 2,300.00	\$ 517.18	77.51%
Bingo - Primary Revenue	5508	\$ 2,190.50	\$ 6,423.05	\$ 7,352.50	\$ 19,750.00	\$ 12,397.50	37.23%
Excess Bingo Revenue	5509	\$ 665.00	\$ 7,758.00	\$ 1,979.00	\$ 1,800.00	\$ (179.00)	109.94%
Contract Classes-Public Fees	5510	\$ 23,401.10	\$ 73,902.54	\$ 101,474.40	\$ 183,357.00	\$ 81,882.60	55.34%
Public Fees	5511	\$ 18,091.50	\$ 138,645.54	\$ 190,608.59	\$ 305,964.00	\$ 115,355.41	62.30%
Public Fees-Entry Fees	5520	\$ 4,040.00	\$ 17,217.00	\$ 17,332.50	\$ 41,600.00	\$ 24,267.50	41.66%
Vending Concessions	5525	\$ -	\$ 952.25	\$ -	\$ 1,450.00	\$ 1,450.00	0.00%
Rental	5530	\$ 70,475.15	\$ 150,180.79	\$ 264,523.72	\$ 550,793.00	\$ 286,269.28	48.03%
Cell Tower Revenue	5535	\$ 9,620.12	\$ 35,879.55	\$ 60,093.75	\$ 159,600.00	\$ 99,506.25	37.65%
Parking Fees	5540	\$ 1,650.29	\$ 9,050.37	\$ 12,761.38	\$ 10,350.00	\$ (2,411.38)	123.30%
Advertising Revenue	5555	\$ 970.00	\$ 3,000.00	\$ 420.00	\$ 6,000.00	\$ 5,580.00	7.00%
Sponsorships/Donations	5558	\$ -	\$ -	\$ 557.47	\$ 2,500.00	\$ 1,942.53	22.30%
Special Event	5561	\$ -	\$ (105.00)	\$ 11.00	\$ 125,120.00	\$ 125,109.00	0.01%
Staffing Cost Recovery - Parks	5563	\$ 3,024.50	\$ 13,297.00	\$ 12,096.00	\$ 41,212.00	\$ 29,116.00	29.35%
Special Event Permits	5564	\$ 300.00	\$ 700.00	\$ 1,200.00	\$ -	\$ (1,200.00)	-
Security Services - Recovery	5566	\$ 200.00	\$ 2,050.00	\$ 1,375.00	\$ -	\$ (1,375.00)	-
Contributions	5570	\$ 21.00	\$ -	\$ 320.32	\$ -	\$ (320.32)	-
Other Misc Revenue	5575	\$ 8,034.55	\$ 23,520.50	\$ 22,994.55	\$ 35,250.00	\$ 12,255.45	65.23%
Incentive Income	5585	\$ 18.40	\$ 777.42	\$ 814.20	\$ 1,700.00	\$ 885.80	47.89%
Reimbursement - ROPS	5600	\$ -	\$ 101,763.06	\$ 161,273.64	\$ 350,000.00	\$ 188,726.36	46.08%
Revenue		\$ 194,045.46	\$ 598,230.45	\$ 1,025,803.28	\$ 10,193,460.00	\$ 9,194,337.81	10.06%
YTD Comparison				\$ 427,572.83			
Personnel							
Full Time Salaries	6100	\$ 201,555.40	\$ 804,393.32	\$ 816,833.36	\$ 2,804,745.00	\$ 1,987,911.64	29.12%
Overtime Salaries	6101	\$ 1,554.08	\$ 5,398.08	\$ 7,053.75	\$ 28,035.00	\$ 20,981.25	25.16%
Car Allowance	6105	\$ 825.52	\$ 3,738.33	\$ 3,302.08	\$ 7,600.00	\$ 4,297.92	43.45%
Cell Phone Allowance	6108	\$ 1,097.00	\$ 5,094.63	\$ 4,561.07	\$ 15,960.00	\$ 11,398.93	28.58%
Part-Time Salaries	6110	\$ 30,996.81	\$ 173,375.62	\$ 179,680.95	\$ 628,173.00	\$ 448,492.05	28.60%
Retirement	6120	\$ 35,088.15	\$ 133,990.78	\$ 143,799.50	\$ 532,840.00	\$ 389,040.50	26.99%
457 Pension	6121	\$ 87.17	\$ 17,793.15	\$ 6,301.96	\$ 7,000.00	\$ 698.04	90.03%
Deferred Compensation	6125	\$ 399.46	\$ 1,565.06	\$ 1,597.84	\$ 5,193.00	\$ 3,595.16	30.77%
Employee Insurance	6130	\$ 27,858.18	\$ 91,255.95	\$ 96,832.34	\$ 432,616.00	\$ 335,783.66	22.38%
Workers Compensation	6140	\$ 12,057.08	\$ 53,212.30	\$ 48,765.46	\$ 186,770.00	\$ 138,004.54	26.11%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 508,376.00	\$ 494,762.00	\$ 494,762.00	\$ -	100.00%
Personnel		\$ 311,518.85	\$ 1,798,193.22	\$ 1,803,490.31	\$ 5,153,694.00	\$ 3,350,203.69	34.99%
YTD Comparison				\$ 5,297.09			
Services and Supplies							
Telephone/Internet	6210	\$ 1,584.72	\$ 6,162.27	\$ 6,873.85	\$ 21,692.00	\$ 14,818.15	31.69%
IT Services	6220	\$ 4,115.34	\$ 20,722.79	\$ 24,808.96	\$ 64,298.00	\$ 39,489.04	38.58%
IT Hardware	6230	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Hardware/Software Services	6240	\$ 5,716.32	\$ 22,457.71	\$ 24,762.34	\$ 73,586.00	\$ 48,823.66	33.65%
Pool Chemicals	6310	\$ -	\$ 1,336.83	\$ 2,129.24	\$ 7,250.00	\$ 5,120.76	29.37%
Janitorial Supplies	6320	\$ 366.57	\$ 13,313.56	\$ 19,760.02	\$ 49,800.00	\$ 30,039.98	39.68%
Kitchen Supplies	6330	\$ 15.41	\$ 46.18	\$ 63.08	\$ 700.00	\$ 636.92	9.01%
Food Supplies	6340	\$ 367.30	\$ 2,028.72	\$ 1,694.29	\$ 6,625.00	\$ 4,930.71	25.57%
Water Maint & Service	6350	\$ 52.90	\$ 168.50	\$ 281.75	\$ 900.00	\$ 618.25	31.31%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,120.00	\$ 1,120.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,390.00	\$ 1,390.00	0.00%
Insurance Liability	6410	\$ -	\$ 144,889.00	\$ 188,794.00	\$ 347,734.00	\$ 158,940.00	54.29%
Equipment Maintenance	6500	\$ -	\$ 24.54	\$ -	\$ 1,600.00	\$ 1,600.00	0.00%
Fuel	6510	\$ 5,973.23	\$ 19,154.54	\$ 19,188.48	\$ 68,475.00	\$ 49,286.52	28.02%
Vehicle Maintenance	6520	\$ 3,602.19	\$ 14,093.01	\$ 17,396.24	\$ 38,100.00	\$ 20,703.76	45.66%
Building Repair	6610	\$ 4,562.59	\$ 16,385.99	\$ 14,804.83	\$ 67,500.00	\$ 52,695.17	21.93%
HVAC Maintenance/Repairs	6620	\$ -	\$ 1,201.01	\$ 2,392.17	\$ 8,820.00	\$ 6,427.83	27.12%
Playground Maintenance	6630	\$ -	\$ -	\$ 18.22	\$ 35,000.00	\$ 34,981.78	0.05%
Grounds Maintenance	6710	\$ 6,399.58	\$ 26,640.15	\$ 35,517.57	\$ 101,220.00	\$ 65,702.43	35.09%
Tree Care	6719	\$ -	\$ -	\$ (110.47)	\$ 30,000.00	\$ 30,110.47	-0.37%
Contracted Pest Control	6730	\$ 600.00	\$ 1,800.00	\$ 600.00	\$ 4,020.00	\$ 3,420.00	14.93%
Rubbish & Refuse	6740	\$ -	\$ 20,671.95	\$ 17,048.05	\$ 84,330.00	\$ 67,281.95	20.22%
Vandalism/Theft	6750	\$ 558.29	\$ 292.98	\$ 1,147.53	\$ 1,000.00	\$ (147.53)	114.75%
Memberships	6810	\$ 9,170.00	\$ 14,192.82	\$ 14,275.00	\$ 16,952.00	\$ 2,677.00	84.21%
Office Supplies	6910	\$ 497.98	\$ 1,623.69	\$ 7,878.18	\$ 33,950.00	\$ 26,071.82	23.21%
Postage Expense	6920	\$ -	\$ 6,400.17	\$ 6,105.92	\$ 18,700.00	\$ 12,594.08	32.65%
Advertising Expense	6930	\$ -	\$ 147.38	\$ 75.00	\$ 3,040.00	\$ 2,965.00	2.47%
Printing Charges	6940	\$ 656.13	\$ 2,825.83	\$ 2,503.63	\$ 13,126.00	\$ 10,622.37	19.07%
Bank & Registration Fees	6950	\$ 101.22	\$ 1,203.00	\$ 321.60	\$ 3,920.00	\$ 3,598.40	8.20%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ 9,920.00	\$ 684,039.00	\$ 674,119.00	1.45%
Minor Furn Fixture & Equip	6980	\$ -	\$ 522.82	\$ 286.08	\$ 25,237.00	\$ 24,950.92	1.13%

General Ledger
Fund 10 General Fund
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Fingerprint Fees (HR)	7010	\$ 72.00	\$ 741.00	\$ 200.00	\$ 3,360.00	\$ 3,160.00	5.95%
Fire & Safety Insp Fees	7020	-	144.11	304.00	6,675.00	6,371.00	4.55%
Permit & Licensing Fees	7030	1,431.47	2,585.08	3,866.03	7,300.00	3,433.97	52.96%
Professional Services	7100	-	3,280.00	27,322.13	270,200.00	242,877.87	10.11%
Legal Services	7110	2,109.50	13,446.40	24,930.00	90,000.00	65,070.00	27.70%
Typeset and Print Services	7115	-	11,390.79	11,681.76	36,600.00	24,918.24	31.92%
Instructor Services	7120	11,789.15	33,452.85	51,246.80	108,902.00	57,655.20	47.06%
PERS Admin Fees	7125	138.53	330.81	582.92	2,200.00	1,617.08	26.50%
Audit Services	7130	-	8,000.00	750.00	17,425.00	16,675.00	4.30%
Medical & Health Svcs	7140	-	2,293.44	240.00	10,720.00	10,480.00	2.24%
Security Services	7150	768.50	735.00	1,692.00	7,122.00	5,430.00	23.76%
Entertainment Services	7160	1,187.87	-	1,537.87	4,300.00	2,762.13	35.76%
Business Services	7180	1,680.94	30,927.02	34,630.82	95,805.00	61,174.18	36.15%
Umpire/Referee Services	7190	250.00	750.00	640.00	1,700.00	1,060.00	37.65%
Subscriptions	7210	219.48	113.97	635.92	2,375.00	1,739.08	26.78%
Rents & Leases - Equip	7310	-	1,552.19	5,418.77	48,720.00	43,301.23	11.12%
Bldg/Field Leases & Rental	7320	-	-	-	60.00	60.00	0.00%
Division Supplies	7410	1,256.41	42.90	5,606.78	30,365.00	24,758.22	18.46%
Program/Event Supplies	7420	-	1,432.30	-	-	-	-
Bingo Supplies	7430	338.48	508.37	626.61	4,800.00	4,173.39	13.05%
Sporting Goods	7440	36.44	1,442.13	1,666.58	8,400.00	6,733.42	19.84%
Arts and Craft Supplies	7450	-	-	-	1,575.00	1,575.00	0.00%
Training Supplies	7460	-	80.00	-	3,970.00	3,970.00	0.00%
Small Tools	7500	523.26	1,222.66	1,012.58	6,000.00	4,987.42	16.88%
Safety Supplies	7510	-	493.74	507.63	4,415.00	3,907.37	11.50%
Uniform Allowance	7610	-	6,033.01	-	15,790.00	15,790.00	0.00%
Safety Clothing	7620	400.00	596.05	400.00	5,404.00	5,004.00	7.40%
Conference&Seminar Staff	7710	-	7,344.00	4,795.00	19,665.00	14,870.00	24.38%
Conference&Seminar Board	7715	-	110.00	750.00	2,625.00	1,875.00	28.57%
Conference&Seminar Travel Exp	7720	89.14	934.00	1,835.64	6,067.00	4,231.36	30.26%
Out of Town Travel Board	7725	351.23	828.30	351.23	2,970.00	2,618.77	11.83%
Private Vehicle Mileage	7730	45.52	539.42	51.29	4,847.00	4,795.71	1.06%
Buses/Excursions	7750	-	4,900.89	6,888.43	11,400.00	4,511.57	60.42%
Tuition/Book Reimbursement	7760	-	-	-	4,000.00	4,000.00	0.00%
Utilities - Gas	7810	2,429.19	8,333.00	6,765.66	49,133.00	42,367.34	13.77%
Utilities - Water	7820	20,284.04	279,454.82	246,828.01	786,277.00	539,448.99	31.39%
Utilities - Electric	7830	16,616.56	40,409.22	53,189.81	232,694.00	179,504.19	22.86%
Airport Assessment Exp	7840	-	-	-	14,000.00	14,000.00	0.00%
Awards and Certificates	7910	2,332.09	4,602.45	3,146.41	18,190.00	15,043.59	17.30%
Meals for Staff Training	7920	68.43	117.13	296.26	3,500.00	3,203.74	8.46%
Employee Morale	7930	346.67	322.90	346.67	5,500.00	5,153.33	6.30%
COP Debt - PV Fields	7950	133,265.89	-	133,265.89	343,214.00	209,948.11	38.83%
Reserve Vehicle Fleet	7970	-	-	15,000.00	15,000.00	15,000.00	100.00%
Reserve Computer Fleet	7971	-	5,000.00	8,000.00	8,000.00	8,000.00	100.00%
Reserve Dry Period	7973	-	65,203.00	5,000.00	5,000.00	5,000.00	100.00%
Reserve Capital Imprvments	7974	-	20,000.00	-	-	-	-
Reserve Repair/Oper/Admin	7975	-	20,000.00	100,000.00	100,000.00	100,000.00	100.00%
Reserve - Compensated Absences	7976	-	25,000.00	25,000.00	25,000.00	25,000.00	100.00%
Services and Supplies		\$ 242,370.56	\$ 942,998.39	\$ 1,205,545.06	\$ 4,267,389.00	\$ 3,214,843.94	28.25%
YTD Comparison				\$ 262,546.67			
Capital							
General Capital	8400	5,380.00	-	5,380.00	25,000.00	19,620.00	21.52%
Equip/Facility Replacement	8420	-	55,194.50	-	35,000.00	35,000.00	0.00%
Freedom Dog Park	8502	526.06	-	3,740.74	-	(3,740.74)	-
Valle Lindo Court Resurface	8505	-	-	-	55,000.00	55,000.00	0.00%
Epoxy Pool Deck	8506	-	-	-	100,000.00	100,000.00	0.00%
Lokker Playground	8507	-	-	-	500,000.00	500,000.00	0.00%
PV Fields Irrigation Pumps	8508	-	-	-	100,000.00	100,000.00	0.00%
Capital		\$ 5,906.06	\$ 55,194.50	\$ 9,120.74	\$ 815,000.00	\$ 805,879.26	1.12%
YTD Comparison				\$ (46,073.76)			
Expense		\$ 559,795.47	\$ 2,796,386.11	\$ 3,018,156.11	\$ 10,236,083.00	\$ 7,370,926.89	29.49%
YTD Comparison				\$ 221,770.00			
Revenue Total		\$ 194,045.46	\$ 598,230.45	\$ 1,025,803.28	\$ 10,193,460.00	\$ 9,194,337.81	10.06%
Expense Total		\$ 559,795.47	\$ 2,796,386.11	\$ 3,018,156.11	\$ 10,236,083.00	\$ 7,370,926.89	29.49%
YTD Revenue-Expenses			\$ (2,198,155.66)	\$ (1,992,352.83)			
YTD Comparison				\$ 205,802.83			

General Ledger
Fund 20 Assessment Fund
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 2,907.84	\$ 760.71	\$ 17,778.73	\$ 20,000.00	\$ 5,129.11	74.35%
Assessment Revenue	5500	\$ -	\$ 4,685.02	\$ -	\$ 1,293,871.00	\$ 1,293,871.00	0.00%
Revenue		\$ 2,907.84	\$ 5,445.73	\$ 17,778.73	\$ 1,313,871.00	\$ 1,299,000.11	1.13%
YTD Comparison				\$ 12,333.00			
Personnel							
Full Time Salaries	6100	\$ 7,548.00	\$ 7,002.23	\$ 50,780.14	\$ -	\$ (50,780.14)	0.00%
Cell Phone Allowance	6108	\$ 21.00	\$ 62.37	\$ 132.93	\$ -	\$ (132.93)	0.00%
Part-Time Salaries	6110	\$ 506.24	\$ -	\$ 3,749.34	\$ -	\$ (3,749.34)	0.00%
Retirement	6120	\$ 1,459.09	\$ 1,146.64	\$ 9,932.61	\$ -	\$ (9,932.61)	0.00%
Employee Insurance	6130	\$ 1,897.33	\$ 1,390.70	\$ 10,870.97	\$ -	\$ (10,870.97)	0.00%
Workers Compensation	6140	\$ 890.13	\$ 776.61	\$ 6,053.26	\$ -	\$ (6,053.26)	0.00%
Personnel		\$ 12,321.79	\$ 10,378.55	\$ 81,519.25	\$ -	\$ (81,519.25)	0.00%
YTD Comparison				\$ 71,140.70			
Services and Supplies							
Building Repair	6610	\$ 1,520.00	\$ -	\$ 1,520.00	\$ -	\$ (1,520.00)	0.00%
Incidental Costs - Assess	6709	\$ -	\$ 9,607.13	\$ 11,269.13	\$ 19,444.00	\$ 8,174.87	57.96%
Grounds Maintenance	6710	\$ -	\$ -	\$ 9,150.85	\$ -	\$ (9,150.85)	0.00%
Tree Care	6719	\$ (552.34)	\$ -	\$ 9,661.53	\$ 90,000.00	\$ 80,338.47	10.74%
Contracted LS Services	6720	\$ 40,318.54	\$ 128,904.57	\$ 60,477.81	\$ 745,074.00	\$ 684,596.19	8.12%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Rubbish & Refuse	6740	\$ 947.39	\$ -	\$ 1,894.78	\$ -	\$ (1,894.78)	0.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
Rents & Leases - Equip	7310	\$ -	\$ -	\$ 846.65	\$ -	\$ (846.65)	0.00%
COP Debt - PV Fields	7950	\$ 408,779.69	\$ 533,756.09	\$ 408,779.69	\$ 408,780.00	\$ 0.31	100.00%
Services and Supplies		\$ 451,013.28	\$ 672,267.79	\$ 503,600.44	\$ 1,300,868.00	\$ 797,267.56	38.71%
YTD Comparison				\$ (168,667.35)			
Expense		\$ 463,335.07	\$ 682,646.34	\$ 585,119.69	\$ 1,300,868.00	\$ 715,748.31	44.98%
YTD Comparison				\$ (97,526.65)			
Revenue Total		\$ 2,907.84	\$ 5,445.73	\$ 17,778.73	\$ 1,313,871.00	\$ 1,299,000.11	1.13%
Expense Total		\$ 463,335.07	\$ 682,646.34	\$ 585,119.69	\$ 1,300,868.00	\$ 715,748.31	44.98%
YTD Revenue-Expenses		\$	\$ (677,200.61)	\$ (567,340.96)			
YTD Comparison				\$ 109,859.65			

General Ledger
Fund 30 Quimby Fund
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 44,464.40	\$ 14,805.53	\$ 116,154.96	\$ 120,000.00	\$ 22,882.88	80.93%
Revenue		\$ 44,464.40	\$ 14,805.53	\$ 116,154.96	\$ 120,000.00	\$ 22,882.88	80.93%
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 621,769.00	\$ 621,769.00	0.00%
Pickleball Sports Complex	8493	\$ 6,932.27	\$ 11,348.87	\$ 10,372.16	\$ 1,300,000.00	\$ 1,289,627.84	0.80%
Multi-Generation Center	8504	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	0.00%
Capital		\$ 6,932.27	\$ 11,348.87	\$ 10,372.16	\$ 2,921,769.00	\$ 2,911,396.84	0.35%
Expense		\$ 6,932.27	\$ 11,348.87	\$ 10,372.16	\$ 2,921,769.00	\$ 2,911,396.84	0.35%
Revenue Total		\$ 44,464.40	\$ 14,805.53	\$ 116,154.96	\$ 120,000.00	\$ 22,882.88	80.93%
Expense Total		\$ 6,932.27	\$ 11,348.87	\$ 10,372.16	\$ 2,921,769.00	\$ 2,911,396.84	0.35%
YTD Revenue-Expenses			\$ 3,456.66	\$ 105,782.80			
YTD Comparison				\$ 102,326.14			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,833,694.03	\$ 815,514.97	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ 1,000,000.00	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	3/15/2028
Total	\$ 11,090,795.40	\$ 7,822,201.95			\$ 4,812,971.35	\$ 6,516,707.06	

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

General Ledger
Fund 40 Park Impact Fee Fund
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 9,375.01	\$ 276.44	\$ 18,527.33	\$ 8,000.00	\$ (1,152.32)	114.40%
Park Impact Fees	5450	\$ -	\$ 218.40	\$ 1,771,314.00	\$ -	\$ (1,771,314.00)	0.00%
Revenue		\$ 9,375.01	\$ 494.84	\$ 1,789,841.33	\$ 8,000.00	\$ (1,772,466.32)	22255.83%
Revenue Total							
		\$ 9,375.01	\$ 494.84	\$ 1,780,466.32	\$ 8,000.00	\$ (1,772,466.32)	22255.83%
Expense Total							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger
Fund 50 CDBG Fund
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
CDBG - Food Share	5577	\$ -	\$ -	\$ -	\$ 11,491.00	\$ 11,491.00	0.00%
Revenue		\$ -	\$ -	\$ -	\$ 11,491.00	\$ 11,491.00	0.00%
Personnel							
Full Time Salaries	6100	\$ 566.52	\$ 1,207.76	\$ 1,118.94	\$ 8,679.00	\$ 7,560.06	12.89%
Part-Time Salaries	6110	\$ 1,209.93	\$ 10,454.44	\$ 9,327.90	\$ 1,860.00	\$ (7,467.90)	501.50%
Retirement	6120	\$ 236.17	\$ 1,569.06	\$ 1,452.41	\$ 806.00	\$ (646.41)	180.20%
Employee Insurance	6130	\$ 16.73	\$ 10.58	\$ 89.78	\$ -	\$ (89.78)	0.00%
Workers Compensation	6140	\$ 21.14	\$ 216.80	\$ 130.16	\$ 146.00	\$ 15.84	89.15%
Personnel		\$ 2,050.49	\$ 13,458.64	\$ 12,119.19	\$ 11,491.00	\$ (628.19)	105.47%
Services and Supplies							
Division Supplies	7410	\$ 1,515.85	\$ -	\$ 5,597.65	\$ -	\$ (5,597.65)	0.00%
Services and Supplies		\$ 1,515.85	\$ -	\$ 5,597.65	\$ -	\$ (5,597.65)	0.00%
Expense		\$ 3,566.34	\$ 13,458.64	\$ 17,716.84	\$ 11,491.00	\$ (6,225.84)	154.18%
Revenue Total		\$ -	\$ -	\$ -	\$ 11,491.00	\$ 11,491.00	0.00%
Expense Total		\$ 3,566.34	\$ 13,458.64	\$ 17,716.84	\$ 11,491.00	\$ (6,225.84)	154.18%

General Ledger
Fund 60 Restricted Donations
October 2023 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 7.14	\$ -	\$ 569.99	\$ 1,000.00	\$ 437.15	56.29%
Revenue		\$ -	\$ -	\$ 569.99	\$ 1,000.00	\$ 437.15	56.29%
Capital							
Micracle League 805 Ballfield	8497	\$ 168,956.15	\$ -	\$ 365,836.31	\$ 300,000.00	\$ (65,836.31)	121.95%
Capital		\$ 168,956.15	\$ -	\$ 365,836.31	\$ 300,000.00	\$ (65,836.31)	121.95%
Expense		\$ 168,956.15	\$ -	\$ 365,836.31	\$ 300,000.00	\$ (65,836.31)	121.95%
Revenue Total		\$ -	\$ -	\$ 569.99	\$ 1,000.00	\$ 437.15	56.29%
Expense Total		\$ 168,956.15	\$ -	\$ 365,836.31	\$ 300,000.00	\$ (65,836.31)	121.95%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: December 7, 2023

SUBJECT: CONSIDERATION AND APPROVAL OF A THREE-YEAR AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND THE COMMUNITY SERVICE ORGANIZATIONS

SUMMARY

The Pleasant Valley Recreation & Park District (“District”) has eight Community Service Organizations (“CSO”) that perform a service for the benefit of the public, sponsored and approved by the Pleasant Valley Recreation and Park District Board of Directors (“Board”). In September 2021, the Board approved a two-year agreement slated to conclude on September 14, 2023. Due to the comprehensive nature of this matter, the Board opted to defer its discussion to the October 4, 2023 board meeting, simultaneously prolonging the agreements until October 31, 2023. Subsequently, at the October 4, 2023 board meeting, the Board, in response to lingering questions about insurance prerequisites, extended the agreement once again and established its new expiration date as December 31, 2023.

BACKGROUND

Prior to 2008, each Community Service Group would present themselves to the Board of Directors for approval. In 2008, the Board approved a one-year agreement between the District and seven Community Service Organizations (Eagles Soccer Club, American Youth Soccer Organization, Camarillo Pony Baseball Association, Camarillo Girls Softball, Camarillo Youth Basketball, Cosmos Track Club, and Cougars Football) with a generic boilerplate agreement for all organizations. This agreement was to provide clear criteria and gather information regarding the various organizations as well as provide a standard document of the groups’ responsibilities and the District’s obligations. Due to changes in District Ordinances, Policies, and State Laws, the agreement has been modified to encompass these changes.

The agreement was renewed on an annual basis if the group complied with all of the terms and conditions as stated in said agreement. The Sports Division within the Recreation Services Department handled the renewal of the agreements based upon the terms outlined in the agreement and the annual presentation to the Board of Directors. The agreement was then signed by the organization’s president and the District’s General Manager.

In 2017, the Board approved a two-year agreement with the CSO’s, which underwent alterations to align with District and State Laws, encompassing the AB2007 concussion protocol. The modifications also introduced a snack bar agreement for organizations equipped with such facilities and accounted for the inclusion of the newly established amenities at Pleasant Valley Fields and Freedom Park Baseball Complex.

In 2021, the Board approved a two-year agreement with the CSO’s to include the seven organizations listed above and the Pleasant Valley Swim Team bringing the total count to eight

CSO's. Again, there were updates to the agreements due to legislative changes such as AB1 which restricted the number of days youth football could practice with full contact, required a trained medical professional to be present at practices and games, and other requirements.

In 2022, the Board approved an agreement for use and maintenance with Camarillo Pony Baseball Association ("CPBA") and the United States Specialty Sports Association ("USSSA"). The intent of the Agreement was to establish specific understandings for the use of certain District fields and facilities by CPBA and USSSA in the District's organized recreational and sports program in order to expand and enhance recreational opportunities. The 2022 agreement with CPBA is valid until July 5, 2025. Camarillo Pony Baseball Association must at all times, during the term of this agreement including an extension, be a District-approved CSO and operate in compliance with the obligations of a CSO through the duration of this agreement.

Over the past two years, additional agreements/guidelines/policies have been approved and discussed with each group but have not been included in the annual Community Service Organization agreement.

At the July 26th and August 8, 2023 Policy Committee meetings, the Board members provided feedback for changes to the agreement and to capture policy and law updates. District Staff made the requested revisions and sent the agreement to CAPRI and the District's legal counsel for review to ensure the District is in compliance with updated laws and insurance requirements.

The two-year CSO agreement approved by the Board in September 2021 was slated to conclude on September 14, 2023. Due to the comprehensive nature of this matter, the Board opted to defer its discussion to the October 4, 2023 Board meeting, simultaneously prolonging the agreements until October 31, 2023. Subsequently, at the October 4, 2023 Board meeting, the Board, in response to lingering questions about insurance prerequisites, as well as a few other items extended the agreement once again and established its new expiration date as December 31, 2023.

ANALYSIS

In response to alterations in Ordinance No. 8, guidance from the Board, and the termination of the current 2021-2023 agreement, Staff has updated this agreement. The revised document incorporates certain language from the initial agreement, with much of the wording found in the proposed agreement having undergone updates. The agreement outlines the following areas: 1) Field/Facility Use, 2) Insurance, 3) Safety and Security, 4) Coaches and Volunteers, 5) Reservation Fees, 6) Advertising, 7) Programming, and 8) Administrative, as well as 12 attachments (Attachments A-L).

The proposed agreement will be signed by all eight of the approved District CSO's: American Youth Soccer Organization, Camarillo Stingers Football (formerly known as the Cougars), Camarillo Girls Softball Association, Cosmos Track Club, Camarillo Pony Baseball Association, Camarillo Youth Basketball Association, Eagles Soccer Club, and the Pleasant Valley Swim Team.

During the Policy Committee meetings in July and August 2023, Staff presented the following changes. However, at the October Board meeting, suggested changes were discussed and are now highlighted in yellow to distinguish them from the previous versions.

1. Term:
 - a. September 15, 2023 – October 31, 2026 (three years instead of two years)
 - i. No extension due to AB1467 Youth Sports Safety Act to be implemented in January 2027.

- b. The new President must set up a meeting with the District's Recreation Services Manager or designee within the first 30 days of office and sign an acknowledgment of viewing this agreement and District policies.
 - c. Termination/Suspension clause. Each reserves the right to terminate or suspend this agreement, or any portion, at any time, for any reason, with or without cause, upon six (6) months' notice. The exception to the six (6) month notice would be due to the violation of any law or policy, breach of the terms of this Agreement, bankruptcy, or insolvency of CSO, or allegations of child abuse, neglect, or sexual impropriety.
 - d. Upon receiving a notice of suspension for cause, the CSO must promptly halt all services provided hereunder, unless the notice specifies otherwise or unless the District grants specific approval. During the suspension of this agreement, the CSO could be liable for additional fees in accordance with the District's Master Fee Schedule until the suspension is lifted, or a final decision is reached. If the suspension ultimately results in termination, it must be presented to the Board of Directors for a final termination decision. Upon termination or the expiration of this agreement, any external user groups must obtain prior approval from the District to access or continue using District property.
2. Field/Facility Allocation Use:
 - a. The CSO's must submit a completed Field/Facility Allocation and Use ("FFAU") packet for a sports field/park or facility to reserve for games, practices, trainings, tournaments, friendlies/scrimmages, and/or meetings. This replaces the Calendar Meeting and reservations to be submitted at any time.
 - b. If the FFAU is late on the 5th business day, the District will issue a "drop-dead" letter informing the organization that they will forfeit their field priority status for the current FFAU period should the District not receive their FFAU by the 10th business day (2 weeks late).
 - c. Tournaments take precedence over practices and league games take precedence over practices during the winter period of November 1 – March 15 per the Turf Policy at Pleasant Valley Fields.
 - d. The CSO's agree to pick up trash around the field/facility and the District will charge the CSO's at the Master Fee Schedule's hourly rate if trash is in excess of normal game day usage.
 - e. Alterations to the field or facility need advance written consent from the General Manager or designee. Attachment E of the agreement Packet outlines this process.
3. No oversized or personal vehicle shall be driven or parked on District fields without the express written consent of the District General Manager or designee.
4. Insurance: To follow guidelines from the California Association for Parks and Recreation Indemnification ("CAPRI") and to align the District with current insurance standards and practices in California, the following coverages with minimum limits are required:
 - a. General Liability – Limits no less than \$2M per occurrence, \$4M aggregate
 - b. Auto Liability – Limits no less than \$1M per accident
 - c. Workers' Compensation – As required by the State of California, for any entity with one or more employees, with Statutory Limits no less than \$1M per accident.
 - d. Sexual Abuse and Molestation (SAM) – As required by CAPRI, when work includes contact with minors, limits no less than \$1M per occurrence or claim.
 - e. Indemnification – Notwithstanding the foregoing, if a court of competent jurisdiction has determined in a final adjudication that the District was jointly and severally liable, District shall reimburse CSO for attorneys' fees and costs incurred as part of the defense in proportion to District's allocation of fault and also contribute in the same proportion to the satisfaction of any judgment.

5. Safety & Security:
 - a. Concession sales by outside vendors must be approved in advance and comply with District, City of Camarillo, and Ventura County Health Department licensing, liability, and safety codes. Vendors must comply with the Turf Policy should they request to place a tarp on District turf.
 - b. CSO's shall develop and implement an Inclement Weather, Emergency Action, and Heat Illness Prevention Plan.
6. Coaches and Volunteers:
 - a. The District's Legal Counsel changed and added information regarding the Penal Code with the Penal Codes added as Attachment L.
7. Reservation Fees:
 - a. Community Service Organization agrees to pay an hourly fee based on the District approved Fee Schedule for the duration of this agreement. The fees will go up one dollar per hour per field/zone/area of use each year (\$1) as approved by the Board in November 2022.
8. Advertising:
 - a. All CSO's may receive a complimentary 1/12th page ad or pay the District rate for an ad in the Activity Guide.
 - b. All banners must meet District Ordinances and policies as well as City of Camarillo Municipal codes.
9. Programming:
 - a. CSO shall provide the District with an FFAU to request, practices, games, tournaments, field lining, or other activities.
10. Administrative:
 - a. The removal of audit proof since CSO's are providing a Form 990 at the time of renewal.
 - b. If photographs/videos are taken of person(s) a District Photography waiver will be provided to be signed before the photograph/video is taken. The District still reserves the right to take photographs/videos where person(s) identity/likeness is unrecognizable without a waiver. The CSO waives any right to review or approve the finished product or the use to which it may be applied.
 - c. Relationship of parties: the relationship of the CSO to the District shall be that of an independent agency using District property for the operation of CSO's agreed use of facilities.
 - d. Licenses, Permits, Fees and Assessments – CSO shall obtain and keep in full force and effect at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement.
 - e. Compliance with Laws - The CSO will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the CSO's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.
 - f. Alcohol and Drugs - At no time shall CSO or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District.
 - g. Recitals - The foregoing Recitals are incorporated herein by reference as if fully set forth.
 - h. Corporate Authority - The persons executing this agreement on behalf of the parties hereto warrant that such party is duly organized and existing, are duly authorized to execute and deliver this Agreement on behalf of said party.

Field and Facility Allocation and Use process document was updated to reflect under the turf preservation section that no vehicles are allowed on District property, other than parking lots, **without prior written permission by the General Manager or designee.**

Any items not specifically mentioned will be governed by the District's Ordinances and Policies. As part of the agreement, District Staff are including the below-related information needed with the agreement as attachments, when applicable to the organization:

- A. FFAU Schedule
- B. Field Closure Dates (approximate dates)
- C. Field/Facility Allocation and Use Process
- D. Field Lining Procedure
- E. Alterations to District Facilities
- F. Facility Use Agreement
- G. Incident/Accident Report Log
- H. Emergency Action Plan, Heat Illness Prevention Plan, and Inclement Weather Plan
- I. AB2007 Concussion or other head injuries
- J. AB 1 California Football Act
- K. Snack Bar Agreement
- L. Penal Code Sections 11165.7
- M. Liability Insurance Requirements

FISCAL IMPACT

Community Service Organization fees have moved from a lump sum basis to an hourly rate per the approved Fee Study on November 15, 2022, so there is a direct correlation to usage.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal:

- 4.4.A: Build, maintain, and support relationships with local non-profit organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fulfill unmet needs.

RECOMMENDATION

It is recommended the Board take the following actions:

1. Approve the updated agreement between the District and Community Service Organizations AND
2. Renew all Community Service Organizations that have completed their renewal process through December 31, 2026.

ATTACHMENTS

- 1) Agreement between District and the CSO's (Proposed - Redline) (60 pages)
- 2) Agreement between District and the CSO's (Proposed - Clean) (56 pages)
- 3) CSO Attachment Checklist (1 page)

LINKS TO THESE DOCUMENTS (COPIES AVAILABLE ON REQUEST):

These documents can be found on the December 7, 2023 Board meeting page of the District website here: <https://www.pvrpd.org/2023-12-07-board-regular-meeting>

- 4) AYSO - Annual Update, Bylaws, Form 990 (431 pages)
- 5) Camarillo Stingers – Annual Update, Bylaws, Form 990 (40 pages)
- 6) CGSA – Annual Update, Bylaws, Form 990 (33 pages)
- 7) Cosmos – Annual Update, Bylaws, Form 990 (40 pages)
- 8) CPBA - Annual Update, Bylaws, Form 990 (49 pages)

- 9) CYBA - Annual Update, Bylaws, Form 990 (36 pages)
 - a. CYBA 2022 Form 990 (15 pages)
- 10) Eagles Soccer Club - Annual Update, Bylaws, Form 990 (95 pages)
- 11) PVST - Annual Update, Bylaws, Form 990 (21 pages)

Pleasant Valley Recreation and Park District Community Service Organization Agreement

This Agreement is by and between the Pleasant Valley Recreation and Park District (“District”) and the Community Service Organization (“CSO”)

INTRODUCTION

In consideration of its designation as a Community Service Organization by the Pleasant Valley Recreation and Park District (District), the Community Service Organization (CSO) during the term of this agreement agrees to comply with all of the requirements herein. Renewal of this agreement is at the sole discretion of the District beginning on the date this agreement is signed by the ~~president~~ President and ~~Vice-president~~ President of the Community Service Organization.

TERM:

The term of this agreement shall be for a three (3) year agreement starting ~~September 15~~ January 1, 2023~~2024~~, and ending ~~September 14~~ December 31, 2026. At any time should the nature or scope of the Community Service Organization change, or the President or designee change, the Community Service Organization Agreement ~~still stands~~ shall remain in full force and effect for the duration of the term. The new President must set up a meeting with the District’s Recreation Manager or designee within the first 30-days of office and sign an acknowledgement ~~of viewing that they have received and agree to abide by the agreement~~ Agreement and district policies.

The CSO and District ~~each reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon six (6) months’ notice to the other party, except that where termination or suspension is due to the violation of any law or policy, breach of the terms of this Agreement, bankruptcy or insolvency of CSO, or allegations of child abuse, neglect or sexual impropriety, District may immediately suspend or terminate this Agreement.~~

Upon receiving a notice of suspension, the CSO must promptly halt all services provided hereunder, unless the notice specifies otherwise or unless the District grants specific approval. During the suspension of this agreement, the CSO could be liable for additional fees in accordance with the District's Master Fee Schedule until the suspension is lifted, or a final decision is reached. If the suspension ultimately results in termination, it must be presented to the board for a final termination decision. Upon termination or the expiration of this agreement, any external user groups must obtain prior approval from the District to access or continue using District property. Upon receipt of any notice of termination or suspension for cause, The CSO shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by District. reserve the right to terminate this Agreement with a six-month written notice. If the organization is Upon suspension of this agreement, the CSO will be subject to additional fees according to the District Master Fee Schedule until suspension of the agreement has been lifted. Upon termination or expiration ed from of this agreement, any outside user groups must have prior approval from the District to use or continue to use District property.

The CSO, after the completion of ~~the a~~ term of this Agreement, or upon termination of this Agreement, ~~must-shall~~ leave all District owned~~r~~ equipment or property in its original working condition and shall restore all real property to its prior condition except to leave all permanent fixtures that may have been installed for-on any District property ~~that is used~~.

RENEWAL OF AGREEMENT

After the completion of the initial term of the agreement, the CSO may submit a request to renew the agreement for an additional 3-year term no later than ninety (90) days prior to the end of the current agreement. Renewal requests may be granted at the sole discretion of the District Board. Requests for renewal must include the following:

1. Current Year Annual Update Form
2. Most recent IRS Form 990
3. Current approved Bylaws

FIELD/FACILITY USE

1. The CSO understands that all field/facility reservations are solely for the sport fields/facilities during practice, ~~-~~games and tournaments/events. Games shall be played at assigned fields/facilities per the Field Facility Allocation and Use (FFAU) process. Additional tournaments, events or post season practice and play need to be proposed during the FFAU process and approved, in writing, by the District. CSO's will be allowed reserved use of District facilities, as outlined in Attachment A - FFAU Schedule. The FFAU must be received by District Staff within the FFAU Schedule to reserve a sports complex or park for tournaments, games, practices, meets, matches and/or special events. Facilities and fields may be closed for rest and renovation at various times throughout the year. Such closures and will be announced during the FFAU Process and can be seen in Attachment B - Approximate Field/Facility Closure Dates.
2. It is mandatory that ~~-~~Field/Facility Coordinators, the President, Vice-President and/or any other significant/essential members of the CSO ~~-~~complete the FFAU by the District assigned due date in order to plan for the use of the facilities for the upcoming season/year. Failure to complete the FFAU Process may result in loss of field/facility space.
 - a. FFAU reservations will only be accepted if the FFAU packet is complete with the non-refundable processing fee.
 - b. If the FFAU is late the District will charge \$25 per business day that the FFAU is late. On the 5th business day, the District will issue a "drop-dead" letter informing the organization that they will forfeit their field priority status for the current FFAU period should the District not receive their FFAU by the 10th business day (2-weeks late).
 - c. If the CSO chooses to make any alterations to the approved FFAU:
 - i. CSO may add or alter the facility:
 1. Ten days prior to the date: If the District can accommodate, CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1.

2. Nine or less days prior to the date: If the District can accommodate, CSO will be charged at the Approved Fee Schedule Class 1 rate.
- ii. CSO may remove:
 1. Ten days prior to the date: If the District can accommodate, dates/times will be removed and CSO will not be charged.
 2. Nine or less days prior to the date: CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1.
3. The District reserves the right to cancel or suspend facility or field use permits for games, practices, and other uses whenever field/facility conditions could result in injury to players or damage to the fields/facility. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application.
4. All games and practices shall take place between the hours of 8:00AM and 10:00PM, unless approved by District with prior written approval.
5. Tournaments take precedence over practice and league play in terms of playability during the winter period (November 1 through March 15) as outlined in the sports turf policy. League play takes precedence over practice.
6. CSO's are required to hold an annual training with coaches, and volunteers to review and enforce the District's Turf Policy and Field Lining process per space usage.
7. The CSO agrees to clean up debris/trash in and around the reserved facility on a daily basis. District shall charge the CSO the approved fee(s) per the fee schedule hourly rate for a District staff or designee to clean up debris found to be over and above normal usage.
8. The District shall prepare rented space as follows per CSO space usage:
 - a. All fields into playable condition for tournaments and/or seasonal play.
 - b. Aquatic Center meets swimmable conditions for practices/meets.
 - c. Gymnasiums are with a partnership with Pleasant Valley School District (PVSD) and if CSO sees any issues during the reserved time the District will work with PVSD.
9. The CSO shall be responsible for: limited field preparation, ~~items could including,~~ but not limited to; dragging, watering, field lining, etc., for the duration of this agreement, unless otherwise specified in writing.
10. Any additional field/facility maintenance issues requested by the CSO which may include, but may not be limited to, field renovations, soil additions, portable fences, storage areas, mowing, fence repair, moving of District property, etc. must be submitted in writing with a minimum of a 60-day notice, to the District's General

Manager. CSO will be responsible for the cost for materials and District Staff or designee time and/or the entire cost of an outside vendor to perform any request.

11. Alterations to Facility.

No alterations or improvements to the Field/Facility shall be made or constructed by CSO, without the advance written consent of the District's General Manager or their designee. -Consent may be withheld by the District in its sole discretion.

Should the CSO wish to make any facility improvements to District property they must follow the Districts' processes and procedures found in Attachment E.

The cost of any and all alterations or improvements to the field/facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance, and bonds) shall be the sole responsibility of the CSO.

Prior to any such work, the CSO shall submit to the District for review plans, specifications and drawings detailing the proposed work/project. The plans, specifications and drawings shall be submitted in a form satisfactory to the District staff. The District, in its sole discretion, may require the CSO to make changes to the plans, specifications or drawings. Although the District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, the District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The CSO expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.

As a condition to receiving approval to make such alterations or improvements to the Facility, the CSO shall provide the District with: (a) payment and performance bonds equal to one hundred percent (100%) of the estimated cost of the work; and (b) liability insurance coverage in scope, amount and form as required by District. The CSO shall additionally comply with any other conditions imposed by the District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the County of Ventura Department of Airports, the Federal Aviation Administration and the City of Camarillo, given the proximity of the Facility to the Camarillo Airport, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, the CSO shall diligently execute the work to completion. The CSO shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the Facility associated with work performed or materials supplied.

12. No oversized or personal vehicle shall be driven or parked on District fields without the express written consent of District staff the District General Manager or designee.

13. District facilities are intended for use by the entire community and although the CSO is being granted reserved use of designated facilities for practices and games, it must be understood that cooperative use of District facilities by the CSO, District Sponsored Programs and the community is expected.
14. At no time, shall the CSO sublet District property for any reason to include monetary gain, or use for bargaining, trade for services, or other agreements with any Organization, Business, sports groups, agencies, or teams.
15. A CSO that operates a Snack Bar shall comply with Attachment K – Snack Bar Agreement.
- ~~16.~~ CSO's may reserve District classrooms or facilities with no charge at the following locations: Pleasant Valley Fields East Meeting Room and Skyway Room at Freedom Park. Reservations taking place at a different location will be charged at either the Class 1 Rate (CSO Rate) or the Class 2 Rate (Non-Profit Rate) as outlined in the District's Fee Schedule. These reservations will follow the District's General Use and District's Ordinance 8 outlined processes.
- ~~17.~~16.

INSURANCE AND INDEMNIFICATION

~~1. **Liability Insurance: Liability Insurance:** CSO shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance. Evidence of Coverage requirements provided in Attachment "M" – Liability Insurance Requirements. The CSO shall procure and maintain throughout the term of this Agreement Commercial General Liability insurance in a form and with coverage acceptable to the District. The District and District Parties shall be named as an "Additional Insured" under said insurance, and the insurance carrier shall issue an "Additional Insured" Endorsement in favor of the District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to the CSO's commencement of operation on District property under the terms of this Agreement. District shall not be responsible for the insufficiency of any insurance policy provided by the CSO pursuant to this Agreement, and the District shall have no liability to the CSO as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) the CSO's insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving the District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, the CSO's insurance shall be primary insurance as respects the District and District's Parties. Any liability insurance of District shall be excess of the CSO's insurance and shall not contribute with it. The CSO shall require all contractors and subcontractors performing alteration or improvement work on District property in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of the CSO and the District, as provided herein.~~

- a) Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability"

policy form CG 00 01, covering CGL on an “occurrence” basis, including products and completed operations. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

b) Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

c) Workers’ Compensation Insurance: A policy of workers’ compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.

d) Sexual Abuse and Molestation (SAM): If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a SAM policy covering with a limit no less than \$1,000,000 per occurrence or claim.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. In the event any of said policies of insurance are cancelled or amended, CSO shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District’s Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny CSO access to the Property. CSO agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which CSO may be held responsible for the payment of damages to any persons or property resulting from CSO’s activities or the activities of any person or persons for which CSO is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District’s Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the District’s self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CSO maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the CSO. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed

by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. Renter's Insurance:

CSO's must provide the District with proof of two million dollar (\$2,000,000) commercial general liability insurance policy (CGL) on an "occurrence" basis and a four million dollar (\$4,000,000) general aggregate. Pleasant Valley Recreation and Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSO. Proof of additional insured should be provided by endorsement to the CSO's CGL policy. This signed or stamped original endorsement shall be provided to the Pleasant Valley Recreation and Park District, 1605 E. Burnley, Camarillo, CA 93010 no later than 30 days prior to start of season (or as requested per District requirements).

If the CSO stores equipment or materials on District property or within District facilities, the CSO shall provide evidence of renter's insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored. The District is not responsible for any damage or theft of any CSO owned property stored on District property.

Storage areas are listed per CSO:

1. PV Fields Storage middle and east (AYSO)
2. PV Fields Storage middle and west (Eagles)
3. Bob Kildee Park six (6) Storage Containers and area in Aquatic Center (CPBA)
4. Freedom Park Sheds – two (2) by Field 2 and Field 4, one (1) by Field 1, Field 4 and Field 6 (CPBA)
5. Liberty Building (CPBA)
6. Mission Oaks Park Storage near Field 1 (CGSA)
Aquatic Center Office and Storage Room (PVST)

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

Additionally Insured:

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

Separate Endorsement Page will need to list:

Policy Number

Wording that states, "This endorsement changes the policy"

Wording that states, "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part: SCHEDULE

Wording that states, "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as Additional Insured."

1. _____

2.7. _____

3. Indemnification/Hold Harmless: By giving the consent set forth herein, CSO shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents (“District Parties”) from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CSO’s use or occupancy of property controlled by the District, unless such claims are solely caused by the gross negligence or willful misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and the reimbursement to the District and the District’s Parties for all legal expenses and costs incurred by each of them. CSO’s obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District or the District’s Parties. **Notwithstanding the foregoing, if a court of competent jurisdiction has determined in a final adjudication that the District was proportionally at fault jointly and severally liable, District shall reimburse CSO for attorneys’ fees and costs incurred as part of the defense in proportion to District’s allocation of fault and also contribute proportionally in the same proportion to the satisfaction of any judgment.** ~~The CSO agrees to indemnify, defend and hold harmless the District and District’s Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Radio Control participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with the CSO’s performance of its obligations hereunder or the CSO’s failure to comply with such obligations, except such loss or damage caused by the gross negligence, or willful misconduct of the District, its officers, employees, or agents. These indemnification provisions shall survive the term of this Agreement.~~

ii. ~~CSO’s must provide the District with proof of two million dollar (\$2,000,000) commercial general liability insurance policy (CGL) on an “occurrence” basis and a four million dollar (\$4,000,000) general aggregate. Pleasant Valley Recreation and Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSO. Proof of additional insured should be provided by endorsement to the CSO’s CGL policy. This signed or stamped original endorsement shall be provided to the **Pleasant Valley Recreation and Park District, 1605 E. Burnley, Camarillo, CA 93010** no later than 30 days prior to start of season (or as requested per District requirements).~~

iii. ~~If the CSO stores equipment or materials on District property or within District facilities, the CSO shall provide evidence of renter’s insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored.~~

iv. ~~Storage areas are listed per CSO~~

1. _____ PV Fields Storage middle and east (AYSO)
2. _____ PV Fields Storage middle and west (Eagles)
3. _____ Bob Kildee Park six (6) Storage Containers and area in Aquatic Center (CPBA)
4. _____ Freedom Park Sheds — two (2) by Field 2 and Field 4, one (1) by Field 1, Field 4 and Field 6 (CPBA)
5. _____ Liberty Building (CPBA)
6. _____ Mission Oaks Park Storage near Field 1 (CGSA)
7. _____ Aquatic Center Office and Storage Room (PVST)

2. ~~**Workers Compensation & Employer Liability Insurance:** The District requires the CSO to carry Workers Compensation & Employer Liability Insurance coverage with limits of no~~

~~less than one million (\$1,000,000) per accident. The Workers Compensation policy will also need to include a waiver of subrogation with respect to the District.~~

~~3. Sexual Abuse and Molestation (SAM) Coverage: The District requires the CSO to maintain Sexual Abuse and Molestation (SAM) coverage for up to a minimum of \$1,000,000 per occurrence.~~

CSO's shall provide the District with a signed Facility Use Agreement – Attachment F as required by the District insurance provider California Association of Parks and Recreation indemnity (CAPRI). This document will need to be signed and adhered to by the CSO.

SAFETY & SECURITY

1. The CSO must complete a monthly Accident/Incident report log (Attachment G) for any participants, spectators, volunteers, umpires, referees, or paid staff that has a minor accident or injury during the CSO's reserved times. Any accident which requires medical attention, hospitalization, etc. should be reported within 24 hours. For any accidents that may reflect in any claims against the District, or if there is any facility damage resulting from an accident, the District requires a copy of the completed form within 72 hours of the accident/incident of when the CSO is first alerted.
2. Community Service Organization CSO agrees to notify District of any facility damage, repairs needed, vandalism, suspicious activity, etc., within 24 hours. Emergency issues may be called in to the District and followed up in writing.
3. Concession sales by outside vendors or proprietors on any park facility hosted by the CSO, or other sub-contractor, must be approved in advance by the District's General Manager or designee and must comply with all District requirements and/or policies. Concessions must meet all District, City of Camarillo, and Ventura County Health Department licensing, liability, and safety codes. Vendors with electrical cords must have them covered. Vendors with generators must be placed on non-flammable protective surfacing to contain all spills and also protect from damaging District property. Turf tarps for vendors must comply with the Turf Policy (prior written approval six (6) weeks in advance and made of breathable material).
4. ~~CSO's shall~~CSO's shall develop and implement an Inclement Weather, Emergency Action, and Heat Illness Prevention Plan (Attachment H) that gives directions to CSO officials, parents, ~~umpiresumpires~~, and players what to do during a storm, natural disaster or situation that may put some or all individuals in harm's way. These documents shall be given to the District on an annual basis and/or each time this agreement is renewed as a reference to have on file.
5. CSO shall comply and ensure all participants comply with AB 2007 ~~compliance~~ which requires ~~d~~ "[a] youth sports organization that elects to offer an athletic program" to comply with all of the following in Attachment I – AB 2007 Concussions and other head injuries. A letter must be submitted each year to the District reflecting that the CSO has complied.

6. CSO shall comply and ensure all participants comply with AB1 for compliance which required provides that “(1) Youth football’s highest priority is the safety and well-being of its participants. California children must have the right to be protected with safe youth football standards and practices empowering parents to make informed choices regarding the elected activities of their children.” Compliance must be submitted each year to the District reflecting that the CSO has complied. Reference Attachment J – AB1 AB 1, Cooper. Youth athletics: California Youth Football Act.
7. The CSO is responsible for patrol, control and supervision of spectators and participants at CSO events, including making sure park rules, regulations, and policies are adhered to. Failure of league officials to control parents, volunteers, ~~participants~~participants, and visitors is sufficient reason to cancel, at any time, approved use of District facilities by the CSO.

COACHES AND VOLUNTEERS

CSO’s must ensure all administatorsadministrators, employees and regular volunteers have completed training in child abuse and neglect tidentificationidentification and reporting and completed all fingerprinting and/or perform adequate background screening required pursuant to Business and Professions Code Sectionfor all coaches/volunteers associated with the CSO18975 per AB506. The CSO shall provide the District with a letter on an annual basis stating they are in compliancey with the foregoing and describing the performing a-screening process used (for example, -(LiveScan)-as an example, but not limited to)-.

CSO acknowledges that they have been provided with a copy of Penal Code Sections 11165.7 and 11166, attached hereto as Attachment L, regarding CSO’s duty to report any suspected or known child abuse or neglect. CSO acknowledges that they have read and understand this information and agree to comply with this mandatory reporting requirement.

RESERVATION FEES

1. The CSO agrees to pay:
 - a. _____ per hour of facility/field use for July 1, 2023, to June 30, 2024.
 - b. _____ per hour of facility/field use for July 1, 2024, to June 30, 2025.
 - c. _____ per hour of facility/field use for July 1, 2025, to June 30, 2026.
 - d. Other District Fees as applicable include but not limited to Staffing, Sport Lighting, Storage area fees, FFAU, reservations not on approved facility/field and any other late or reservation fees outlined in the FFAU procedure.
2. All fees are due within 30 days of receiving the invoice from the District.
 - a. If not received by 45 days a late fee per District Fee Schedule will be applied. In addition, an additional late fee will be applied for every month thereafter that payment remains outstanding. It may also result in loss of field/facility

privileges.

3. These fees will be reviewed annually (or as directed by the Board) and are subject to increases per the District Approve Fee Schedule.
4. CSO's with a snack bar agreement will comply with and refer to Attachment K – Snack Bar Agreement.

ADVERTISING

1. CSO's receive a complimentary 1/12 page size ad in the District's Activity Guide. If they would like to place a larger ~~ad~~, they may purchase it per the fee outlined on the District's website.—.
2. The CSO shall not erect any advertising signage, sponsor banners, etc. on District property without express written permission of the District. All advertising signage shall be consistent with District guidelines, ordinances, and policies as well as the City of Camarillo's Codes and Ordinances.—. If approved, CSO's shall provide the District with a proof of the signage and installation/removal dates.

PROGRAMMING

1. The CSO shall provide the District with a FFAU which should contain the entire season's practices, games, and tournament schedule. Re-scheduled games need to be submitted in writing to the District. Any changes or additions submitted less than 10 days' notice, may result in additional costs.
2. Field/Facility Coordinators, Coaches, the President and/or any other significant/essential members of the CSO's— must meet with District ~~staff~~ during staff during the FFAU process to review facility issues and processes. CSO's shall restore each facility utilized during the season back to an acceptable condition and agrees to reimburse the District for facility damage that is a direct result of that CSO's facility use.
3. A fee will be required per the District's Fee Schedule, to open or close a District facility outside of business hours, before 6:00am and after 10:00pm.

ADMINISTRATIVE

1. CSO's shall provide an Annual Update Sheet, Tax Form 990 ~~and Organization and~~ Organization Bylaws to the ~~District as~~ District as part of the packet for the annual review by the District at the District Board Meeting; ~~P~~ packet should be complete, accurate, and provide transparency for the public and is due to the District by September 1st of each year.—.
- ~~1.2.~~ If completed packets are not received by the District by September 30th, CSO this Agreement may be suspended until all documentation has been received and approved.
- ~~2.3.~~ CSO's are required to pay for sport fields, parks and sports lighting per the District Fee Schedule and applicable staffing fees should any be incurred. CSO's shall be responsible for all costs associated with the use of facilities not owned by

the District such as: Pleasant Valley School District, Oxnard Union High School District, etc. Light schedules shall be submitted to District Staff on a weekly basis by the CSO.

~~3.4.~~ CSO's shall ~~attach~~ submit a copy of non-profit status, or tax filing status, such as ESCORP, LLC, etc. to District staff upon renewal of this agreement.

~~4.5.~~ Any items not specifically mentioned will be governed by Ordinance 8, the General Use Policy and/or other District Policies.

~~5.6.~~ **Use of photographs and video.** The CSO consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. If photographs/videos are taken of person(s) a District Photography waiver will be provided to be signed before a photograph/video is taken are used in District promotional materials. The District still reserves the right to take photographs/videos where person(s) identity/likeness is unrecognizable without a waiver. The CSO waives any right to review or approve the finished product or the use to which it may be applied.

~~6.7.~~ **Relationship of Parties:** The relationship of the CSO to the District under this Agreement ~~shall will~~ be that of an independent agency co-sponsored program using District property for the operation of CSO's agreed use of the facility. The CSO ~~shall will~~ have no right to obligate the District in any manner whatsoever. The CSO is and ~~shall will~~ be an independent contract co-sponsored program and responsible for performance of the obligations assumed by the CSO under this Agreement. All personnel employed in connection with CSO's use and operation of the Facility ~~shall will~~ be employees or independent contractors of CSO, and they ~~shall will~~ have no employment relationship with District. The CSO ~~shall will~~ be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. The CSO ~~shall will~~ be solely responsible for establishing policies and procedures within the organization organization's by-laws relating to the employment of such personnel.

Notwithstanding the forgoing, the CSO ~~shall will~~ not discriminate against any employee/volunteer/patron because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Licenses, Permits, Fees, and Assessments. CSO ~~shall will~~ obtain and keep on full force and effect at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. The CSO ~~shall will~~ have the sole obligation to pay for any fees, assessments, and taxes, including applicable penalties and interest, which

may be imposed by law and arise from or are necessary for the Operator's performance of the services required by this Agreement; and ~~shall~~will indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder. All such licenses, permits, consents, and authorizations ~~shall~~will be in the name of the CSO.

—The CSO covenants state that it shall take all actions necessary to establish and remain an organization in good standing and shall comply with all applicable California law related thereto.

~~7.~~ **Compliance with Laws.** The CSO will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the CSO's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.

~~8.~~

~~9.~~ **Alcohol and Drugs.** At no time shall CSO or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District.

~~10.~~ **Recitals. The foregoing Recitals are incorporated herein by reference as if fully set forth.**

~~11.~~ **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

~~12.~~ **THE CSO ACCEPTS RESPONSIBILITY FOR ALL APPLICABLE CONDITIONS, AS WELL AS ALL DISTRICT RULES AND REGULATIONS NOT LISTED IN THIS AGREEMENT. THE CSO ASSUMES ALL RISK 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.~~ **CSO's SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE DEFEND (BY COUNSEL ACCEPTABLE TO DISTRICT) AND HOLD THE DISTRICT, IT'S DIRECTOR'S, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, CLAIMS AND LIABILITY FOR DAMAGES AND/OR INJURIES TO PERSONS AND PROPERTY, INCLUDING INJURY TO ORGANIZATION'S PARTICIPANTS OR DAMAGE TO ORGANIZATION'S PROPERTY THAT IN ANY WAY ARISE FROM OR ARE CAUSED BY CSO USE OR OCCUPANCY OF DISTRICT FACILITIES.**

~~14.~~ **Attachments:**

- A. FFAU Schedule
- B. Field Closure Dates (approximate dates)
- C. Field Facility Allocation and Use Process
- D. Field Lining Procedure
- E. Alterations to District Facilities
- F. Facility Use Agreement
- G. Incident/Accident Report Log
- H. Emergency Action Plan, Heat Illness Prevention Plan, and Inclement Weather Plan
- I. AB2007 Concussion or other head injuries
- J. AB 1 California Football Act
- K. Snack Bar Agreement
- L. Penal Code Sections 11165.7 and 11166
- K.M. Liability Insurance Requirements

(Signatures Continue on last page after Attachments)

DRAFT

**ATTACHMENT A
FFAU TIMELINE**

Dates of Reservations	PVRPD Notifies User groups of Blackout Dates for Spring/Fall Season	Step 1		Step 2	Step 3	Step 4		Step 5	Step 6	Step 7
		Initial Allocation Request Process Opens	Initial Allocation Request Process Closes	Initial Allocation Request Processing Time/ User Groups Notification of Allocation	User Group Allocation Meetings/ Notification of Remaining Field/Facility Availability	Secondary Allocation Request Process Opens (optional User Group Discretion)	Secondary Allocation Request Process Closes	Secondary Allocation Request Processing Time/ User groups Notification of Allocation	User group Allocation Meetings (optional User Group Discretion)	User group Appeal of Allocation Decisions (Optional)
Spring Season (Jan 1 - Jun 30)	2nd Week in May	June 1 @8:00am	Last Friday in June @5pm	1st week in July	2nd Week in July	3rd Monday in July @ 8:00am	3rd Friday in July @5:00pm	4th Week in July	Last week in July	Anytime User Group Discretion
Fall Season (Jul 1 - Dec 31)	2nd Week in November	December 1 @8:00am	Last Friday in December @5pm	1st week in January	2nd Week in January	3rd Monday in January @ 8:00am	3rd Friday in January @5:00pm	4th Week in January	Last week in January	Anytime User Group Discretion

There are no additional allocation request opportunities after secondary request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 4-6). Reservation requests that are made within 10 days of the desired date of the reservation will result in a payment of the administration fee, hourly rate of the field, hourly use of the lights and any additional fees if needed.



ATTACHMENT B

Approximate Field/Facility Closure Dates

PV Fields Soccer Zones

Mid – March to end of April

3rd week of June to 4th week of July

Thanksgiving week to end of the year

Freedom Baseball Fields

Second week of December to mid-January

August 1 to Thursday before Labor Day weekend

Various weekdays during fall season

Bob Kildee

Third week of December to early-January

Mission Oaks

4th week of November to early January

Pleasant Valley Aquatic Center

End of August – Labor Day (approximately two (2) weeks)

Fourth of July, Thanksgiving, Christmas, and New Years holidays

ATTACHMENT C
FIELD FACILITY ALLOCATION AND USE PROCESS



PLEASANT VALLEY RECREATION AND PARK DISTRICT FIELD AND FACILITY ALLOCATION AND USE PROCESS

Introduction

The Pleasant Valley Recreation and Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational activities and programs. The purpose of this process is to outline allocation priorities and procedures for the permitted use of District fields and facilities. The priorities set forth in this document will assist staff in allocating fields and facilities fairly and equitably. The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and sports facilities.

The District will monitor proper use of allocations and permits with priority given in the following order: District programming, Community Service Organizations, resident organizations, in-District residents, and all other requests. This process does not outline the process for designation as a Community Service Group. For information on this process, please refer to the Community Service Organizations Application Form.

Requests for single-use field or facility rentals, tournaments, special events, additional use or programs not covered by the Field and Facility Allocation and Use Process, Ordinance 8, or the General Use Policy should be addressed in writing to the District.

Statement of Philosophy

The Pleasant Valley Recreation and Park District is dedicated to creating partnerships with local community organizations to ensure ample opportunity to participate in recreation and sports at various ability levels. The primary role in these partnerships is to provide athletic opportunities and to make certain District fields and facilities remain safe and of the highest quality. The permitting and allocation process provides an organization the exclusive use of a designated field or facility at a designated time, to the exclusion of all others. The objective of this process is to create clear written allocation procedures, policies, and guidelines that:

- Fairly distribute available fields and facilities to meet the current and future needs of the District, Community Service Organizations, resident organizations, District

residents, and out-of-District User Groups

- Allocate any surplus fields and facilities to meet additional requests and/or new needs
- Incorporate “recovery periods” to maintain high quality and safe field and facility conditions

Definition of Terms

Community Service Organization- shall mean an organization that performs a service for the benefit of the public, is approved by the Pleasant Valley Recreation and Park District, and the Organization resides within the District boundaries. These activities are not part of the District programs/classes.

District- shall mean the Pleasant Valley Recreation and Park District and/or all land managed by the Pleasant Valley Recreation and Park District.

Field and/or Facility Modifications- shall mean changing or altering fields, facilities, parking lots, snack bars, and storage areas owned and managed by the Pleasant Valley Recreation and Park District.

General Use Policy- shall mean the procedures used in ~~application~~the application of District policy.

In-District Resident- shall mean any person who resides within the boundaries of the District.

Ordinance 8- shall mean the provisions and rules governing the Pleasant Valley Recreation and Park District, to include use of parks, recreation areas, and facilities in order that all person may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

Out-of-District/Non-Resident- shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District’s boundaries.

Primary Season- shall mean the first day of tryouts, practice, and/or games for that sport and will conclude with the final day of competition in that sport and is maximum of twelve weeks. End of season playoffs/tournaments are to include only those teams which participated in the primary season.

Resident Organization- shall mean public and private educational, service and civic groups and non-profit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

Secondary Season- shall mean an alternative season other than the primary season and must not exceed the same number of weeks as the primary season in that sport. End of season playoffs/tournaments are to include only those teams which participated in the secondary season.

Select Programming- shall mean programming that: 1. has a competitive component that “cuts” or places players based on skill level; or 2. registration not open to all; or 3. uses paid trainers or coaches.

Sports Fields and Facilities- shall mean the fields and facilities at Bob Kildee Community Park, Freedom Park, Mission Oaks Park, Pleasant Valley Fields, Monte Vista Gym, and Pleasant Valley Aquatic Center.

Tournament- shall mean any organized series of games, contests, or invitational events that make up a single unit of competition, between a number of competitors or teams, who compete for an overall prize. This excludes any end-of-season championship for primary and/or secondary seasons.

User Group- shall mean any organization or group of people that have reserved a park space, field, or facility for a single activity or multiple activities at a specific location and time. User Group covers all Classification designations in this process.

User Group Classifications (“Class”)- shall mean the District priority ranking for user groups based on District-approved Ordinance(s) and the General Use Policy.

Classifications of User Groups

A User Group’s classification determines their priority for field allocation. This classification is determined in the District’s General Use Policy.

Class	Class Designation	Additional Class Description
0	Pleasant Valley Recreation & Park District	All District activities
1	Community Service Organization	Community Service Organization as approved by the Board of Directors.
2	Resident Organizations	Local school districts, governmental agencies, and non-profit organization.
3	In-District Residents	
4	Out-of-District or Non-Residents	

The District reserves the right to change and/or modify these classifications.

Sport Priority by Season

For the purposes of the process, the sport in season shall have the priority for any allocation request(s) related to the season in question. The list below is in alphabetical order and does not constitute priority between sports. The lists below are not inclusive of all requested sports.

Spring Season Sport Priority
Baseball
Softball

Fall Season Sport Priority
Football
Soccer
Basketball

Sports Fields Hours of Operation

Monday through Friday: 8:00 a.m. – 10:00p.m.

Saturday: 8:00 a.m. – 10:00 p.m.

Sunday: 8:00 a.m. – 10:00 p.m.

Hours outside of the normal hours of operation may be requested as part of the allocation process.

Field hours are at the discretion of the District and field conditions. All User Groups must have a copy of their permit available upon request by District staff.

Field and Facility Allocation Process

In creating a fair and equitable process for allocation of fields and facilities, the following timelines will be utilized as part of the submission process in determining allocation of fields/facilities. Exact dates for all items below can be found in Attachment C. Applications are available online and will be emailed to Community Service Organizations on the first day the allocation request process opens.

Application packets must be submitted in person at the District Office before the deadline. Application packets are not accepted electronically.

User Groups must submit information as one complete application packet. Incomplete application packets will not be accepted.

Allocation Request Timeline and Process:

6 Month FFAU Timeline

Dates of Reservations	PVRPD Notifies User groups of Blackout Dates for Spring/Fall Season	Step 1		Step 2	Step 3	Step 4		Step 5	Step 6	Step 7
		Initial Allocation Request Process Opens	Initial Allocation Request Process Closes	Initial Allocation Request Processing/Time/ User Groups Notification of Allocation	User Group Allocation Meetings/Notification of Remaining Field/Facility Availability	Secondary Allocation Request Process (optional User Group Discretion)	Secondary Allocation Request Process Closes	Secondary Allocation Request Processing Time/User groups Notification of Allocation	User group Allocation Meetings (optional User Group Discretion)	User group Appeal of Allocation Decisions (Optional)
Spring Season (Jan 1 - Jun 30)	2nd Week in May	June 1 @8:00am	Last Friday in June @5pm	1st week in July	2nd Week in July	3rd Monday in July @ 8:00am	3rd Friday in July @5:00pm	4th Week in July	Last week in July	Anytime User Group Discretion
Fall Season (Jul 1 - Dec 31)	2nd Week in November	December 1 @8:00am	Last Friday in December @5pm	1st week in January	2nd Week in January	3rd Monday in January @ 8:00am	3rd Friday in January @5:00pm	4th Week in January	Last week in January	Anytime User Group Discretion

Allocation timeline is at the discretion of the District. Completed application packets received by the deadline will be processed in the first round of allocations. Submittal of required items listed below does not constitute approval of field use; however, every effort will be made to accommodate User Group requests.

Required items to be submitted with the allocation request:

1. A completed and signed Pleasant Valley Recreation and Park District Field and Facility Allocation and Use Process - Allocation Request Form (Attachment B)
2. \$100.00 Application Fee (per allocation request, per season)
 - a. Secondary Allocation Requests as part of the Initial Allocation Requests do not require additional fees
3. A copy of insurance meeting all requirements found in the General Use Policy
4. Scheduled allocation review meeting(s) with District staff (Attachment C) (Optional)
5. Signed acknowledgement of Field and Facility Allocation and Use Process
6. A copy of the User Groups IRS Letter of Determination (if applicable)
7. Previous calendar years' roster data for the organization

As a courtesy to User Groups, the District will provide a list of unavailable dates/times no less than twenty-one (21) days prior to the start of the Allocation Request process. A checklist of required items is attached to this process (Attachment A).

Application packets will be processed according to:

1. Completed application packets (Items 1-7)
2. Field and facility availability
3. User Group classifications

The District recognizes there may be conflicts for space and time that arise from this process.

Conflicts on any location/day/time will be resolved utilizing the following methods, in order:

1. User Groups self-mediate to determine a fair and amicable solution
2. History of facility use between conflicting user groups
 - a. Primary season/ primary facility for sport in question
 - b. Order of priority:
 - i. league practice or game
 - ii. tournament use
 - iii. camps/clinics
 - iv. showcase events
 - v. rain make-ups
 - vi. other/misc.
3. Random draw for priority use
 - a. Any conflict resolved through random draw shall be reversed in subsequent years.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Any initial FFAU request by a user group that is turned in after the deadline date will be subject to a \$25 per business day late fee. Example, if the due date is December 30 and the District receives it on January 4, we wouldn't count the holiday or weekend days, but business days would be charged at \$25 per day. This doesn't include the FFAU fee.

Step 1

- Initial Field and Facility Request by User Group(s)

Step 2

- Initial Allocation Request(s) Processed by District Staff

Step 3

- Initial Review of Allocated Fields and Facilities with User Group(s)

After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the secondary allocation process.

Step 4

- Secondary Field and Facility Request by User Group(s)

Step 5

- Secondary Allocation Request(s) Processed by District Staff

Step 6

- Secondary Review of Allocated Fields and Facilities with User Group(s)

Reservation request that are made within 10 days of the desired date of the reservation will result in a payment of the administrative fee, the fee schedule Community Service Organization rate, possible hourly use of lights, and any additional applicable fees.

Step 7

- Appeal of Allocation Decisions by User Group(s)

Any User Group may appeal (Step 7) the allocation decision of District staff. The appeal process is outlined in Section 110 of Ordinance 8.

Step 8

- Payment of All Field and Facility Permit Fees

Step 9

- User Group(s) Permits Issued

Step 10

- Season Allocation and Use Permitting Process Complete

After appeals by User Groups, the District shall provide an invoice for all fees associated with allocation of the field or facility. Payment of these fees (Step 8) is required before issuance of permit(s) for use (Step 9).

User Groups requesting rain makeup dates shall provide the District with this information in the “Notes” section of Attachment B. The District shall make every effort to accommodate rain make-up requests.

Any fields or facilities not allocated as part of this process shall be available on a first-come, first-serve basis to any User Group, organization, or individual as a rental at the approved fee schedule rate.

Payment for fields or facilities reserved as part of the Field and Facility Allocation and Use process must be paid prior to issuance of a permit for use (Step 8).

Field and Facility Fees

Pleasant Valley Recreation and Park District approved Fee Schedule can be found on the Districts’ website.

Maintenance Operations

Turf Preservation

It is the goal of the District that fields and facilities remain safe and of the highest quality. Guidelines for preservation of turf:

- Field use, especially practices, should be conducted in such a way that the action takes place on different sections of turf, thus reducing excessive turf damage in one area. User Groups should rotate use of areas and when possible, stay off fringe or bare areas to limit erosion and further damage.
- User Group should notify the District of any turf divots found while using fields.
- Tarps may only be placed on the turf with prior written approval and at the direction of District staff. Turf covering must be made of a breathable material.
- Fields may not be used during or after a heavy rain, when fields are wet or muddy, or when closed by the District.
- Soccer practices may not take place on the infield area of a softball or baseball diamond.
- No vehicles are allowed on District property, other than parking lots, without prior written permission **by the General Manager or designee** noted on the

permit issued by District.

Sports Field Lining/Marking

- Lining of District fields is prohibited without prior written approval on the field use permit.
- Lining must be coordinated with District staff.
- Line colors must be approved by District.
- Burning lines on the District fields is prohibited.
- Any user failing to comply with established guidelines and notification requests are subject to reimbursement of costs for all damages occurring to the facility and termination of field use permit.

Field and Facility Closures

The District closes fields and facilities annually for scheduled maintenance and rest. Field and facility closure schedules and duration varies ~~dependent~~depending on individual field and facility needs. The District reserves the right to schedule maintenance in an emergency or as needed to provide a safe environment for all users.

Field and/or Facility Modifications

All requests for modification or improvement to District fields or facilities must be submitted in writing to the District. All requests will be reviewed by District staff. The field or facility modification request review process may take a minimum of six (6) weeks.

Submission of a request to modify or improve a site does not constitute approval. Approval will be given according to District Ordinance 8 or General Use Policy.

Inclement Weather

The Pleasant Valley Recreation and Park District reserves the right to cancel or suspend field or facility use permits when conditions could result in injury or cause damage to the District property. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, smoke, extreme heat, maintenance issues, lightening, earthquakes, or other reasons as decided by the District.

During inclement weather District staff will assess the playability of all District-owned and managed fields and facilities. The District's field and facilities condition line will be updated by 2:00pm on inclement weather days. It is the responsibility of the permit holder to obtain status and notify participants. Inclement weather is at the sole discretion of the District.

Field and Facility Violations

The District recognizes that User Groups utilizing fields and facilities may, from time to time, find themselves in situations that may violate District Ordinance 8 or General Use Policy. The District will work with User Groups to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are recorded ~~over~~over a rolling 12-month period.

It is the responsibility of the User Group to ensure all participants, coaches, spectators, and volunteers understand and abide by this process.

First Offense:

01224.0001/912871.1

District staff will provide a verbal warning to the User Group describing what violation took place and discuss ways to reduce the likelihood of violation taking place in the future. If damage(s) to facility or staff time have occurred, the User Group is responsible for the associated costs. Verbal warning(s) shall be documented for record-keeping purposes.

Second Offense:

District staff will provide a verbal warning to the User Group describing what violation took place and discuss ways to reduce the likelihood of violation taking place in the future. If damage(s) to the field or facility or staff time have occurred, the User Group is responsible for the associated costs. Verbal warning(s) shall be documented for record-keeping purposes.

Third Offense:

District staff will provide a written warning to the User Group describing what violation took place and discuss ways to reduce the likelihood of violation taking place in the future. If damage(s) to the field or facility or staff time have occurred, the User Group is responsible for the associated costs. Written warning(s) shall be documented for record-keeping purposes.

Fourth Offense:

Written notice to the User Group of a three-day suspension of ~~next~~the next applicable permit and restitution for any damages to field or facility. Offending User Group will be charged for field and facility rental and staff time at the Class IV rate. Written warning(s) shall be documented for record-keeping purposes.

Fifth Offense:

Written notice to the User Group of a seven-day suspension of next applicable permit and restitution for any damages to field or facility to the specific User Group team in question. ~~Offending~~The Offending User Group will be charged for field and facility rental and staff time at the Class IV rate. Written warning(s) shall be documented for record-keeping purposes.

Sixth and Final Offense:

Written notice to the User Group of termination of any existing permitted field or facility use in the allocation period and relegation of User Group Class designation for next allocation process to the specific User Group team in question. ~~Offending~~The Offending User Group will be charged for field and facility rental and staff time at the Class IV rate. Written warning(s) shall be documented for record-keeping purposes.

Violation examples include, but are not limited to:

1. Use of field of facility without permit.
2. Use of field of facility that has been closed due to inclement weather, safety issues, or maintenance purposes.
3. Use of fields or facility prior to or beyond permitted time.
4. Subletting, loaning, or trading fields or facilities with other User Groups.
5. Non-use of reserved fields or facilities without notifying the District.
6. Driving vehicles on/in fields or facility without written permission noted on permit.
7. Violation of District Ordinance 8 or General Use Policy.

Permit Cancellation

Permits may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District for field closure resulting in loss of use due to inclement weather or emergency maintenance may be rescheduled as availability allows or may be refunded in full.

Permits cancelled by the User Group at least sixty (60) days prior to the permitted use will be refunded in full. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will not be refunded.

The District may cancel or re-assign use of District fields and facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning and earthquakes.
3. Non-adherence to Field and Facility Allocation and Use Process or District Ordinance 8 or General Use Policy

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8, Section 110. The decision of the General Manager is final.

Acknowledgement

I acknowledge I have read and understand the Field and Facility Allocation and Use Process.

ATTACHMENT D
FIELD LINING PROCEDURE

1. The lining of ball fields (baseball, softball, soccer, etc.) will require District approval prior to performing the work.
2. No lining will take place unless prior approval is received from the General Manager or designee. Organizations will submit for approval, a rendering, drawing, or graphic representation of the proposed fields with dimensions in relationship to the park. This must be submitted with any future or current reservation requests/permits four (4) weeks prior to the league/tournament or event.
3. Upon approval of the rendering, the organization will submit a proposed date and time for lining/marketing of the fields to District Staff.
4. Paint that is made for field marking is required. Level 1 or Level 2 type of paint is required. Level 3 type paint will not be allowed on the turf. A water-based type of marking paint is required.
5. The lines shall be no wider than 4 inches.
6. Every effort will be given to the use of existing common field lines within and/or between multiple users.
7. Soccer Organizations shall move field lines one or two times each season, depending on the wear and at direction of District Staff, to give the referee lines (AR Lines) a chance to grow back during the season.
8. The District's Turf Policy, Ordinance 8, General Use, and all other District policies must be complied with.

ATTACHMENT E
ALTERATIONS TO DISTRICT FACILITIES

Development of Site

During the term of this Agreement, the Premises (field, facilities, District furnishings) may require modification or development to meet the needs of the CSO.

- A. In such event, all costs incurred in such work shall be borne by the CSO without contribution from the District, unless agreed upon in writing by both parties that the District will share in the cost of the work. If the District shares in the cost of the work, CSO understands and agrees that the work will be subject to the payment of prevailing wages and agrees to indemnify and hold the District harmless from any claims, actions, or penalties in connection the failure to properly pay or report prevailing wages.
- B. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the District for review prior to any work being performed. The District shall review those plans and specifications in a timely manner which shall not exceed 30-days from the date of submittal by the CSO. If either the CSO or the District so requests, a meeting shall be held between representatives of the CSO and the District to resolve problems or clarify matters related to the plans and specifications. If the District finds the plans and specifications to be acceptable, it shall so advise the CSO in writing, and the CSO shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the District, the CSO shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the District. Any construction by CSO shall be in strict accordance with all local building codes and requirements. Any project having an estimated value greater than \$25,000 will be required to follow the District's formal bidding procedures.
- C. All modifications, improvements, and additions performed by the CSO shall be completed in strict accordance with the plans and specifications which have been approved by the District, using materials and construction techniques which are consistent with District standards. Construction by the CSO shall be in strict accordance with all local building codes and requirements.
- D. In the event that a temporary or permanent alteration is made by the CSO to the Premises, the CSO shall provide such faithful performance bonds and labor and material bonds as District may reasonably demand. The terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the District General Manager and/or

his or her designee and shall be in strict accordance with all local and state building codes and requirements including prevailing wage and bidding requirements when applicable.

- E. The District reserves for itself the right to inspect all such work. Accordingly, the CSO shall plan and coordinate such work with the District to provide for such inspection. In the event District inspectors determine that work is not being performed in accordance with the plans and specifications, the CSO shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the District may, at its option, require termination of work on such modification or development, or District may correct such deficiencies and all costs so incurred shall be paid by the CSO within ten (10) days after submission of an itemized statement.
- F. During any modification, improvements or new additions, the CSO shall assign a person to coordinate work being performed with District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

ATTACHMENT F
FACILITY USE AGREEMENT

PERMIT/FACILITY USE AGREEMENT

RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(DISTRICT)**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(DISTRICT)**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$~~21~~,000,000 per occurrence, \$~~42~~,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor ~~liability~~liability.
 - a. Such insurance shall name **(DISTRICT)**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(DISTRICT)** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **(DISTRICT)** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **((DISTRICT))**'s self-insurance pool.

- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, the **(DISTRICT)** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **(DISTRICT)**.

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

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. **(DISTRICT)** reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

D. FORCE MAJEURE

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

|

Name

Signature

Date

DRAFT

ATTACHMENT G ACCIDENT REPORT

The following Logs will be provided via an Excel workbook and must be submitted by the CSO monthly.

Accident Report Log						
Organization:		Month & Year:				
Please do not insert any participant personal information. If any facility damage occurred, or if the injury was a result of facility issues, please notify the Park Distrit within 3 days of the incident using secondary form provided.						
Date	Time	Location	Age of Participant(s)	Accident Description	Facility damage?	
				Please insert detailed description of what the injury was and how the injury occurred.	Was there any damage to the facility as a result of this accident?	
1/1/2023						
1/2/2023						
1/3/2023						

Accident Report Log - Facility Damage Present					
Organization:		Provide this report to the District within 72 Hours of Accident			
Date	Time	Location	Age of Participant(s)	Accident Description	
				Please insert detailed description of what the injury was and how the injury occurred.	

Facility Damage
Describe in detail the damage that occurred the facility, or if there is damage to the facility that may have impacted the accident. Please provide photos showing where the damage is.

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ATTACHMENT H
EMERGENCY ACTION PLAN, HEAT ILLNESS PREVENTION PLAN AND
INCLEMENT WEATHER PLAN

DRAFT

ATTACHMENT I

AB 2007 CONCUSSION OR OTHER HEAD INJURIES

An act to add Article 2.5 (commencing with Section 124235) to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, relating to youth athletics.

[Approved by Governor September 23, 2016. Filed with Secretary of State September 23, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2007, McCarty. Youth athletics: youth sports organizations: concussions or other head injuries.

Existing law requires a school district, charter school, or private school, if it offers an athletic program, to immediately remove an athlete from an athletic activity for the remainder of the day if the athlete is suspected of sustaining a concussion or head injury, and prohibits the athlete from returning to the athletic activity until the athlete is evaluated by a licensed health care provider, trained in the management of concussions, and acting within the scope of his or her practice, and the athlete receives written clearance from the licensed health care provider to return to the athletic activity. Existing law also requires, on a yearly basis, a concussion and head injury information sheet to be signed and returned by the athlete and athlete's parent or guardian before the athlete's initiating practice or competition.

This bill would apply these provisions to athletes participating in youth sports organizations, as defined to include organizations, businesses, nonprofit entities, or local governmental agencies that sponsor or conduct amateur sports competitions, training, camps, or clubs in which persons 17 years of age or younger participate in any of 27 designated sports. The bill would require youth sports organizations to notify the parents or guardians of athletes 17 years of age or younger who have been removed from athletic activities due to suspected concussions, as specified. The bill would require youth sports organizations to offer concussion and head injury education, or related educational materials, or both, to each of their coaches and administrators on a yearly basis, as prescribed. The bill would require each of these coaches and administrators to successfully complete the concussion and head injury education offered under the bill at least once either online or in person.

The bill would also require a youth sports organization to identify procedures for ensuring compliance with the bill's requirements for providing concussion and head injury education and a concussion and head injury information sheet. The bill would additionally require the youth sports organization to identify procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol, as

specified. The bill would specify that it applies to all persons participating in the activities of a youth sports organization, irrespective of their ages.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Article 2.5 (commencing with Section 124235) is added to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, to read:

**Article 2.5. Youth Sports Concussion Protocols
124235.**

(a) A youth sports organization that elects to offer an athletic program shall comply with all of the following:

(1) An athlete who is suspected of sustaining a concussion or other head injury in an athletic activity shall be immediately removed from the athletic activity for the remainder of the day and shall not be permitted to return to any athletic activity until he or she is evaluated by a licensed health care provider. The athlete shall not be permitted to return to athletic activity until he or she receives written clearance to return to athletic activity from a licensed health care provider. If the licensed health care provider determines that the athlete sustained a concussion or other head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider.

(2) If an athlete who is 17 years of age or younger has been removed from athletic activity due to a suspected concussion, the youth sports organization shall notify a parent or guardian of that athlete of the time and date of the injury, the symptoms observed, and any treatment provided to that athlete for the injury.

(3) On a yearly basis, the youth sports organization shall give a concussion and head injury information sheet to each athlete. The information sheet shall be signed and returned by the athlete and, if the athlete is 17 years of age or younger, shall also be signed by the athlete's parent or guardian, before the athlete initiates practice or competition. The information sheet may be sent and returned through an electronic medium including, but not necessarily limited to, fax or electronic mail.

(4) On a yearly basis, the youth sports organization shall offer concussion and head injury education, or related educational materials, or both, to each coach and administrator of the youth sports organization.

(5) Each coach and administrator shall be required to successfully complete the concussion and head injury education offered pursuant to paragraph (4) at least once, either online or in person, before supervising an athlete in an activity of the youth sports organization.

(6) The youth sports organization shall identify both of the following:

(A) Procedures to ensure compliance with the requirements for providing concussion and head injury education and a concussion and head injury information sheet, as contained in paragraphs (3) to (5), inclusive.

(B) Procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol required pursuant to paragraph (1).

(b) As used in this article, all of the following shall apply:

(1) “Concussion and head injury education and educational materials” and a “concussion and head injury information sheet” shall, at a minimum, include information relating to all of the following:

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

(C) Best practices for removal of an athlete from an athletic activity after a suspected concussion.

(D) Steps for returning an athlete to school and athletic activity after a concussion or head injury.

(2) “Licensed health care provider” means a licensed health care provider who is trained in the evaluation and management of concussions and is acting within the scope of his or her practice.

(3) “Youth sports organization” means an organization, business, nonprofit entity, or a local governmental agency that sponsors or conducts amateur sports competitions, training, camps, or clubs in which persons 17 years of age or younger participate in any of the following sports:

(A) Baseball.

(D) Boxing.

(B) Basketball.

(E) Competitive cheerleading.

(C) Bicycle motocross (BMX).

(F) Diving.

(G) Equestrian activities.

(H) Field hockey.

(I) Football.

(J) Full contact martial arts.

(K) Gymnastics.

(L) Ice hockey.

(M) Lacrosse.

(N) Parkour.

(O) Rodeo.

(P) Roller derby.

(Q) Rugby.

(R) Skateboarding.

(S) Skiing.

(T) Soccer.

(U) Softball.

(V) Surfing.

(W) Swimming.

(X) Synchronized swimming.

(Y) Volleyball.

(Z) Water polo.

(AA) Wrestling.

(c) This section shall apply to all persons participating in the activities of a youth sports organization, irrespective of their ages. This section shall not be construed to prohibit a youth sports organization, or any other appropriate entity, from adopting and enforcing rules intended to provide a higher standard of safety for athletes than the standard established under this section.

ATTACHMENT J
Assembly Bill No. 1

CHAPTER 158

An act to add Article 2.7 (commencing with Section 124240) to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, relating to youth athletics.

[Approved by Governor July 31, 2019. Filed with Secretary of
State July 31, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1, Cooper. Youth athletics: California Youth Football Act.

Under existing law, a school district, charter school, or private school that elects to offer an athletic program is prohibited from allowing a high school or middle school football team to conduct more than 2 full-contact practices, as defined, per week during the preseason and regular season, as defined, and from conducting a full-contact practice during the off-season.

This bill would express legislative findings and declarations relating to youth football and specifically relating to player safety. The bill, on and after January 1, 2021, would require a youth sports organization, as defined, that conducts a tackle football program to comply with certain requirements, including, among other things, not conducting more than 2 full-contact practices, as defined, per week during the preseason and regular season; not holding a full-contact practice during the off-season; having coaches receive a tackling and blocking certification, as specified; having designated personnel annually complete specified concussion and head injury education, a specified factsheet related to opioids, and designated training relating to heat-related illness, as defined; meeting specified requirements relating to safety equipment; having a licensed medical professional present during games, as specified; having coaches receive first aid, cardiopulmonary resuscitation, and automated external defibrillator certification; and inspecting safety equipment, as specified.

The bill, on and after January 1, 2021, would require a youth tackle football league to establish youth tackle football participant divisions that are organized by relative age or weight or by both age and weight, and to retain information for the tracking of youth sports injuries, as specified. The bill would declare that nothing in its provisions would prohibit any youth sports organization or youth tackle football league from adopting and enforcing rules providing a higher level of safety than the requirements of this bill.

DIGEST KEY

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

(a) The Legislature finds and declares all of the following:

(1) Youth football's highest priority is the safety and well-being of its participants. California children must have the right to be protected with safe youth football standards and practices empowering parents to make informed choices regarding the elected activities of their children.

(2) Nationwide, over 2.5 million players, coaches, cheerleaders, and parent volunteers participate in youth football.

(3) Youth football promotes the values of teamwork, self-discipline, diversity, academics, nutrition, leadership, and acceptance.

(4) Youth football promotes an active lifestyle that helps combat obesity rates in youth, which have increased by 300 percent over the past four decades and that lead to a broad range of health problems previously not seen until adulthood, such as high blood pressure, type 2 diabetes, and elevated blood cholesterol levels.

(5) Youth sports have become increasingly expensive due to the elimination of after school sports programs and the proliferation of travel teams and tournament-centric scheduling, but youth football remains an affordable neighborhood-based sport that is accessible in every community in California, irrespective of socioeconomic status or geographic location.

(6) Football is one of California's most popular sports, and the safety and well-being of the players is youth football's top priority.

(7) Many youth football organizations have implemented policies requiring the annual or biannual recertification of all football helmets by the helmet manufacturer or by an independent third party and the replacement of helmets that are damaged or that do not meet the current safety standards or recertification requirements.

(8) New helmet testing standards are being implemented to enable players to wear the safest helmet possible, and manufacturers continue to advance helmet technology.

(9) Blocking and tackling techniques designed to remove the head from contact have become the nationwide standard for teaching blocking and tackling, and coaches are required to complete annual certification and continuing education in blocking and tackling techniques that emphasize the removal of the head from any blocking or tackling and that provide coaches with noncontact drills designed to reinforce this training.

(10) The federal Centers for Disease Control and Prevention Concussion Protocol Training has become standard for many youth football organizations and coaches in an attempt to minimize the risk of injury for youth football players, and the training is designed to identify those players who exhibit symptoms of a concussion, to prescribe protocols for the immediate removal of those players from the game or practice, and to outline stringent “return to play” protocols that coaches, players, and parents must follow after a youth football player has received clearance from a medical doctor before that player is allowed to return to full participation.

(11) Youth football organizations have implemented policies for concussion response, proper hydration, equipment fitting, and age and weight requirements.

(12) California prohibits high school and middle school football teams from conducting more than two full-contact practices per week during the preseason and regular season, and California also prohibits the full-contact portion of a practice from exceeding 90 minutes in any single day and completely prohibits full-contact practice during the off-season.

(13) The awareness of the possible injury risks associated with football are now widely known and accepted by parents, players, coaches, officials, medical professionals, and the general public.

(14) The decision to play youth football ultimately rests with the parents, after their thoughtful consideration of the risks and benefits, as to whether participation in youth football is in their child’s best interest.

(15) In order to ensure youth tackle football participant safety and competitive play, youth tackle football leagues should be divided into divisions based on the participant's relative size and maturity, including classifications by appropriate weight, age, and size.

(b) It is therefore the intent of the Legislature to build upon prior legislation, including Assembly Bill 2007 (Chapter 516 of the Statutes of 2016), to improve youth tackle football safety with new safety standards while honoring youth tackle football's spirit and tradition.

SEC. 2.

Article 2.7 (commencing with Section 124240) is added to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, to read:

Article 2.7. California Youth Football Act 124240.

(a) This article shall be known, and may be cited, as the California Youth Football Act.

(b) As used in this article:

(1) "Coach" means a person appointed by a youth sports organization to supervise or instruct a participant in the sport of youth tackle football.

(2) "Full-contact portion" of practice is defined as the period of time in drills or live action that involves contact at game speed.

(3) "Full-contact practice" means a session where one or more drills or live action is conducted that involves contact at game speed, as in an actual tackle football game or scrimmage. This includes simulations or drills that involve any number of players.

(4) "Heat-related illness" includes, but is not necessarily limited to, heat cramps, heat syncope, heat exhaustion, and exertional heat stroke.

(5) "Off-season" means a period extending from the end of the regular season until 30 days before the commencement of the next regular season.

(6) "Play" includes participation in a youth tackle football game, scrimmage, or practice.

(7) "Preseason" means a period of 30 days before the commencement of the regular season.

(8) “Regular season” means the period from the first league football game or scrimmage until the completion of the final football game of that season.

(9) “Safety equipment” includes, but is not necessarily limited to, all of the following:

(A) A helmet and its associated parts, including, but not necessarily limited to, a face mask and mouthguard.

(B) Hip, knee, and shoulder pads.

(C) A jersey.

(D) A tailbone protector.

(E) Pants and thigh guards.

(F) Shoes, including cleats.

(10) “Youth sports organization” means an organization, business, or nonprofit entity that sponsors or conducts amateur sports competition, training, camps, clinics, practices, or clubs.

(11) “Youth tackle football league” means the organization that groups together youth sports organizations that conduct youth tackle football, administers rules, and sets game schedules. It may or may not be associated with a national organization.

124241.

On and after January 1, 2021, a youth sports organization that conducts a tackle football program shall comply with all of the following requirements:

(a) A tackle football team shall not conduct more than two full-contact practices per week during the preseason and regular season.

(b) A tackle football team shall not hold a full-contact practice during the off-season.

(c) The full-contact portion of a practice shall not exceed 30 minutes in any single day.

(d) A coach shall annually receive a tackling and blocking certification from a nationally recognized program that emphasizes shoulder tackling, safe contact and blocking drills, and techniques designed to minimize the risk during contact by removing the involvement of youth tackle football participant’s head from all tackling and blocking techniques.

(e) Each youth tackle football administrator, coach, and referee shall annually complete all of the following:

(1) The concussion and head injury education pursuant to Section 124235.

(2) The Opioid Factsheet for Patients pursuant to Section 124236.

(3) Training in the basic understanding of the signs, symptoms, and appropriate responses to heat-related illness.

(f) Each parent or guardian of a youth tackle football participant shall receive concussion and head injury information for that athlete pursuant to Section 124235 and the Opioid Factsheet for Patients pursuant to Section 124236.

(g) Each football helmet shall be reconditioned and recertified every other year, unless stated otherwise by the manufacturer. Only entities licensed by the National Operating Committee on Standards for Athletic Equipment shall perform the reconditioning and recertification. Every reconditioned and recertified helmet shall display a clearly recognizable mark or notice in the helmet indicating the month and year of the last certification.

(h) A minimum of one state-licensed emergency medical technician, paramedic, or higher-level licensed medical professional shall be present during all preseason, regular season, and postseason games. The emergency medical technician, paramedic, or higher-level licensed medical professional shall have the authority to evaluate and remove any youth tackle football participant from the game who exhibits an injury, including, but not necessarily limited to, symptoms of a concussion or other head injury.

(i) A coach shall annually receive first aid, cardiopulmonary resuscitation, and automated external defibrillator certification.

(j) At least one independent non rostered individual, appointed by the youth sports organization, shall be present at all practice locations. The individual shall hold current and active certification in first aid, cardiopulmonary resuscitation, automated external defibrillator, and concussion protocols. The individual shall have the authority to evaluate and remove any youth tackle football participant from practice who exhibits an injury, including, but not limited to, symptoms of a concussion or other head injury.

(k) Safety equipment shall be inspected before every full-contact practice or game to ensure that all youth tackle football participants are properly equipped.

(l) Each youth tackle football participant removed pursuant to this section shall comply with Section 124235. The injury shall be reported to the youth tackle football league.

(m) Each youth tackle football participant shall complete a minimum of 10 hours of noncontact practice at the beginning of each season for the purpose of conditioning, acclimating to safety equipment, and progressing to the introduction of full-contact practice. During this noncontact practice, the youth tackle football participants shall not wear any pads and shall only wear helmets if required to do so by the coaches.

(n) A youth sports organization shall annually provide a declaration to its youth tackle football league stating that it is in compliance with this article and shall either post the declaration on its internet website or provide the declaration to all youth tackle football participants within its youth sports organization.

124242.

On and after January 1, 2021, a youth tackle football league shall comply with both of the following:

(a) Establish youth tackle football participant divisions that are organized by relative age or weight or by both age and weight.

(b) Retain information from which the names of individuals shall not be identified for the tracking of youth sports injuries. This information shall include the type of injury, the medical treatment received by the youth tackle football participant and return to play protocols followed by the participant pursuant to subdivision (l) of Section 124241.

124243.

Nothing in this article shall prohibit any youth sports organization or youth tackle football league from adopting and enforcing rules intended to provide a higher standard of safety for youth tackle football participants than the requirements established under this article.

ATTACHMENT K
SNACK BAR AGREEMENT

This document will serve as an agreement between the Pleasant Valley Recreation and Park District (District) facilities and the Community Service Organization (CSO). Renewal will be subject to CSO satisfying ~~requirements~~the requirements outlined in this agreement.

TERM: The term of this agreement shall be for a three (3) year agreement starting on ~~September 15~~ January 1, 2023~~2024~~, and ending on ~~September 14~~ December 31, 2026. At any time should the nature or scope of the CSO change, or the President or designee change, ~~the~~the agreement still stands for the duration of the term.

- A. The District has provided ~~_____~~ snack bar(s) and the equipment that included within those snack bars.
- B. The District reserves the right to cancel or suspend facility or field use permits for games, practices, and other uses whenever field conditions could result in injury to players or damage to the fields. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application. The snack bar may not be operational at these times.
- C. The CSO agrees to pay the District the sum of \$ ~~_____~~ 1 annually annually for the use of snack bar(s).
- D. The CSO shall pay for all services necessary or desirable to properly maintain and operate the snack bars during the term of the agreement including, although not limited to: Utility costs contribution, Inspections, Certification and Licensing or permits, equipment operation and upkeep, and such other services and costs as deemed appropriate by the General Manager of the District. The CSO shall be responsible for reimbursing the District for all costs associated with the operation of the snack bar facilities. These costs include, but are not limited to; utility expenses, health permits, backflow testing (soda machine), equipment maintenance and testing, and costs to repair any damage caused by the CSO to existing fixtures.
- E. The CSO understands that operation of the snack bar must be in compliance with the Ventura County Health Department codes and requirements and is responsible to pay all Ventura County Health Department fees, penalties or other costs during the term of this agreement. The CSO shall have a designated organizer complete an Environmental Health Division -

Temporary Food Facility (EHD-TFF) food safety course during the term of this agreement and provide District with a copy of certification.

- F.** The CSO shall, exclusively, operate the snack bar(s) at all designated events within at above listed park(s). Events may include scheduled league games for youth soccer, youth/adult softball, baseball, etc., tournaments, competitions and/or special events as requested and agreed upon by both the CSO and the District. The District has the right to use the snack bar with prior notice to the CSO for District held events at that park.
- G.** The CSO is responsible for staffing the snack bar(s) with paid or volunteer staff. Volunteers/Staff must be at least 16 years of age and be supervised at all times by an adult 18 years of age or older. The CSO shall be in compliance with state and/or federal labor laws.
- H.** The CSO shall provide other CSO's with ice from the ice machine during league play when requested by the group.
- I.** The CSO shall not allow other outside Organizations to operate snack bars during the term of this agreement.
- J.** Pleasant Valley Fields snack bar operator agrees to be in compliance with staffing the snack bar within two – thousand (2000) “man hours” of volunteer and/or paid work. The CSO shall track the recorded number of hours worked by volunteers and paid staff and provide this information to District staff on a quarterly basis.
- K.** The CSO, after the completion of a term, upon termination, or upon a mutually agreed upon time with the District, must leave all District owned equipment in original working condition and leave all permanent fixture inside snack bar(s).

The CSO and District reserve the right to terminate this Snack Bar Agreement with a 60-day written notice. If the organization is terminated from this agreement, any outside food vendors must have prior approval from the District.

DRAFT

ATTACHMENT L

Penal Code Sections 11165.7 and 11166

California Penal Code § 11166. Report of child abuse or neglect; mandated report; liability for failure to report; report by county probation or welfare department, or law enforcement agency, to investigatory agency and district attorney.

(a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in the mandated reporter's professional capacity or within the scope of the mandated reporter's employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any nonprivileged documentary evidence the mandated reporter possesses relating to the incident.

(1) For purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred, nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For purposes of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified, and a report shall be prepared and sent by fax or electronic transmission, even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) A report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If, after reasonable efforts, a mandated reporter is unable to submit an initial report by telephone, the mandated reporter shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which the mandated reporter filed the report. A mandated reporter who files a one-time automated written report because the mandated reporter was unable to submit an initial report by telephone is not required to submit a written followup report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be

captured in the statewide child welfare information system. The department shall work with stakeholders to modify reporting forms and the statewide child welfare information system as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the statewide child welfare information system is updated to capture the information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) This section does not supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) A mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals the mandated reporter's failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d)(1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of the clergy member's church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of the clergy member's church, denomination, or organization, has a duty to keep those communications secret.

(2) This subdivision does not modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3)(A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in the clergy member's professional capacity or within the scope of the clergy member's employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e)(1) A commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of that person's professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall, immediately or as soon as practicably possible, telephonically report the instance of reasonably suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written follow-up report of the incident with a copy of the image or material attached.

(2) A commercial computer technician who has knowledge of or observes, within the scope of the technician's professional capacity or employment, any representation of information, data, or an image, including, but not limited to, any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of reasonably suspected abuse to the law enforcement agency located in the county in which the images or materials are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written follow-up report of the incident with a brief description of the images or materials.

(3) For purposes of this article, "commercial computer technician" includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (43) of subdivision (a) of Section 11165.7.

(4) As used in this subdivision, "electronic medium" includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.

(5) As used in this subdivision, "sexual conduct" means any of the following:

(A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(B) Penetration of the vagina or rectum by any object.

(C) Masturbation for the purpose of sexual stimulation of the viewer.

(D) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.

(E) Exhibition of the genitals, pubic, or rectal areas of a person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, the mandated reporter makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom the person ~~knows~~ knows, or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in the person's private capacity and not in the person's professional capacity or within the scope of the person's employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or reasonably suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i)(1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article. An internal policy shall not direct an employee to allow the employee's supervisor to file or process a mandated report under any circumstances.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose the employee's identity to the employer.

(3) Reporting the information regarding knowledge of or reasonably suspected child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j)(1) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or reasonably suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child that relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send by fax or electronic transmission a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(2) A county probation or welfare department shall immediately, and in no case in more than 24 hours, report to the law enforcement agency having jurisdiction over the case after receiving information that a child or youth who is receiving child welfare services has been identified as the victim of commercial sexual exploitation, as defined in subdivision (d) of Section 11165.1.

(3) When a child or youth who is receiving child welfare services and who is reasonably believed to be the victim of, or is at risk of being the victim of, commercial sexual exploitation, as defined in Section 11165.1, is missing or has been abducted, the county probation or welfare department shall immediately, or in no case later than 24 hours from receipt of the information, report the incident to the appropriate law enforcement authority for entry into the National Crime Information Center database of the Federal Bureau of Investigation and to the National Center for Missing and Exploited Children.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or reasonably suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or reasonably suspected instance of child abuse or neglect reported to it that is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send by fax or electronic transmission a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

California Penal Code § 11165.7. "Mandated reporter" defineddefined.

(a) As used in this article, "mandated reporter" is defined as any of the following:

(1) A teacher.

(2) An instructional aide.

(3) A teacher's aide or teacher's assistant employed by a public or private school.

(4) A classified employee of a public school.

(5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of a public or private school.

(6) An administrator of a public or private day camp.

(7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.

- (8) An administrator, board member, or employee of a public or private organization whose duties require direct contact and supervision of children, including a foster family agency.
- (9) An employee of a county office of education or the State Department of Education whose duties bring the employee into contact with children on a regular basis.
- (10) A licensee, an administrator, or an employee of a licensed community care or child daycare facility.
- (11) A Head Start program teacher.
- (12) A licensing worker or licensing evaluator employed by a licensing agency, as defined in Section 11165.11.
- (13) A public assistance worker.
- (14) An employee of a childcare institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- (15) A social worker, probation officer, or parole officer.
- (16) An employee of a school district police or security department.
- (17) A person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in a public or private school.
- (18) A district attorney investigator, inspector, or local child support agency caseworker, unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
- (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.
- (20) A firefighter, except for volunteer firefighters.
- (21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- (22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- (23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- (24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- (25) An unlicensed associate marriage and family therapist registered under Section 4980.44 of the Business and Professions Code.

(26) A state or county public health employee who treats a minor for venereal disease or any other condition.

(27) A coroner.

(28) A medical examiner or other person who performs autopsies.

(29) A commercial film and photographic print or image processor as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print or image processor" means a person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, or who prepares, publishes, produces, develops, duplicates, or prints any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image, for compensation. The term includes any employee of that person; it does not include a person who develops film or makes prints or images for a public agency.

(30) A child visitation monitor. As used in this article, "child visitation monitor" means a person who, for financial compensation, acts as a monitor of a visit between a child and another person when the monitoring of that visit has been ordered by a court of law.

(31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:

(A) "Animal control officer" means a person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.

(B) "Humane society officer" means a person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.

(32) A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.

(33) Any custodian of records of a clergy member, as specified in this section and subdivision (d) of Section 11166.

(34) An employee of any police department, county sheriff's department, county probation department, or county welfare department.

(35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 5.655 of the California Rules of Court.

(36) A custodial officer, as defined in Section 831.5.

(37) A person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.

(38) An alcohol and drug counselor. As used in this article, an “alcohol and drug counselor” is a person providing counseling, therapy, or other clinical services for a state licensed or certified drug, alcohol, or drug and alcohol treatment program. However, alcohol or drug abuse, or both alcohol and drug abuse, is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

(39) A clinical counselor trainee, as defined in subdivision (g) of Section 4999.12 of the Business and Professions Code.

(40) An associate professional clinical counselor registered under Section 4999.42 of the Business and Professions Code.

(41) An employee or administrator of a public or private postsecondary educational institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

(42) An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive.

(43)(A) A commercial computer technician as specified in subdivision (e) of Section 11166. As used in this article, “commercial computer technician” means a person who works for a company that is in the business of repairing, installing, or otherwise servicing a computer or computer component, including, but not limited to, a computer part, device, memory storage or recording mechanism, auxiliary storage recording or memory capacity, or any other material relating to the operation and maintenance of a computer or computer network system, for a fee. An employer who provides an electronic communications service or a remote computing service to the public shall be deemed to comply with this article if that employer complies with Section 2258A of Title 18 of the United States Code.

(B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for ~~purpose~~the purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.

(44) Any athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary educational institutions.

(45) An individual certified by a licensed foster family agency as a certified family home, as defined in Section 1506 of the Health and Safety Code.

(46) An individual approved as a resource family, as defined in Section 1517 of the Health and Safety Code and Section 16519.5 of the Welfare and Institutions Code.

(47) A qualified autism service provider, a qualified autism service professional, or a qualified autism service paraprofessional, as defined in Section 1374.73 of the Health and Safety Code and Section 10144.51 of the Insurance Code.

(48) A human resource employee of a business subject to Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code that employs minors. For purposes of this section, a “human resource employee” is the employee or employees designated by the employer to accept any complaints of misconduct as required by Chapter 6 (commencing with Section 12940) of Part 2.8 of Division 3 of Title 2 of the Government Code.

(49) An adult person whose duties require direct contact with and supervision of minors in the performance of the minors' duties in the workplace of a business subject to Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code is a mandated reporter of sexual abuse, as defined in Section 11165.1. Nothing in this paragraph shall be construed to modify or limit the person's duty to report known or suspected child abuse or neglect when the person is acting in some other capacity that would otherwise make the person a mandated reporter.

(b) Except as provided in paragraph (35) of subdivision (a), volunteers of public or private organizations whose duties require direct contact with and supervision of children are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect to an agency specified in Section 11165.9.

(c)(1) Except as provided in subdivision (d) and paragraph (2), employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

(2) Employers subject to paragraphs (48) and (49) of subdivision (a) shall provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. The training requirement may be met by completing the general online training for mandated reporters offered by the Office of Child Abuse Prevention in the State Department of Social Services.

(d) Pursuant to Section 44691 of the Education Code, school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall annually train their employees and persons working on their behalf specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws. The training shall include, but not necessarily be limited to, training in child abuse and neglect identification and child abuse and neglect reporting.

(e)(1) On and after January 1, 2018, pursuant to Section 1596.8662 of the Health and Safety Code, a childcare licensee applicant shall take training in the duties of mandated reporters under the child abuse reporting laws as a condition of licensure, and a childcare administrator or an employee of a licensed child daycare facility shall take training in the duties of mandated reporters during the first 90 days when that administrator or employee is employed by the facility.

(2) A person specified in paragraph (1) who becomes a licensee, administrator, or employee of a licensed child daycare facility shall take renewal mandated reporter training every two years following the date on which that person completed the initial mandated reporter training. The training shall include, but not necessarily be limited to, training in child abuse and neglect identification and child abuse and neglect reporting.

(f) Unless otherwise specifically provided, the absence of training shall not excuse a mandated reporter from the duties imposed by this article.

(g) Public and private organizations are encouraged to provide their volunteers whose duties require direct contact with and supervision of children with training in the identification and reporting of child abuse and neglect.

Attachment “M”

Liability Insurance Requirements

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be at least as broad as and include or state the following:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions): *When applicable* – Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

Sexual Abuse and Molestation (SAM): *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.

Insured: Must match entity named within the agreement.

Insurer’s Affording Coverage: Must have an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the District.

Policy Effective/Expiration Date: Must cover dates of service or event.

Description of Operations: Must read “Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured.” ****Include name, date, time, and location of event when applicable.*

Certificate Holder: Must read “Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010” *(No abbreviations accepted)*

Additional Insured Endorsement (AIE) – Endorsement must include or state the following:

Policy Number: Must match policy numbers on COI.

Additional Insured – Designated Person or Organization: Must state “This endorsement changes the policy.”

Schedule – Name Of Additional Insured Person(s) or Organization(s): Must read ““Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees.””

Notice of Cancellation – A cancellation clause shall state the following:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.”

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PVRPD.

In witness whereof, District and Operator have executed this Agreement on

(date) _____ at Camarillo, California.

“District”:
Pleasant Valley Recreation and Park District,
a California Special District

By: _____
Its: General Manager
Date: _____

ATTEST:

“CSO”
Community Service Organization Title: _____

(Signature)

By (Name): _____
Its (Title): _____
Date: _____

(Signature)

By (Name): _____
Its (Title): _____
Date: _____

Organization Address:

(Street) (City) (Zip)

Pleasant Valley Recreation and Park District Community Service Organization Agreement

This Agreement is by and between the Pleasant Valley Recreation and Park District (“District”) and the Community Service Organization (“CSO”)

INTRODUCTION

In consideration of its designation as a Community Service Organization by the Pleasant Valley Recreation and Park District (District), the Community Service Organization (CSO) during the term of this agreement agrees to comply with all of the requirements herein. Renewal of this agreement is at the sole discretion of the District beginning on the date this agreement is signed by the President and Vice-President of the Community Service Organization.

TERM

The term of this agreement shall be for a three (3) year agreement starting January 1, 2024, and ending December 31, 2026. At any time should the nature or scope of the Community Service Organization change, or the President or designee change, the Community Service Organization Agreement shall remain in full force and effect for the duration of the term. The new President must set up a meeting with the District’s Recreation Manager or designee within the first 30-days of office and sign an acknowledgement that they have received and agree to abide by the Agreement and district policies.

The CSO and District each reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon six (6) months’ notice to the other party, except that where termination or suspension is due to the violation of any law or policy, breach of the terms of this Agreement, bankruptcy or insolvency of CSO, or allegations of child abuse, neglect or sexual impropriety, District may immediately suspend or terminate this Agreement.

Upon receiving a notice of suspension, the CSO must promptly halt all services provided hereunder, unless the notice specifies otherwise or unless the District grants specific approval. During the suspension of this agreement, the CSO could be liable for additional fees in accordance with the District's Master Fee Schedule until the suspension is lifted, or a final decision is reached. If the suspension ultimately results in termination, it must be presented to the board for a final termination decision. Upon termination or the expiration of this agreement, any external user groups must obtain prior approval from the District to access or continue using District property.

The CSO, after the completion of the term of this Agreement, or upon termination of this Agreement, shall leave all District owned equipment or property in its original working condition and shall restore all real property to its prior condition except to leave all permanent fixtures that may have been installed on any District property.

RENEWAL OF AGREEMENT

After the completion of the initial term of the agreement, the CSO may submit a request to renew the agreement for an additional 3-year term no later than ninety (90) days prior to the end of the current agreement. Renewal requests may be granted at the sole discretion of the District Board. Requests for renewal must include the following:

1. Current Year Annual Update Form
2. Most recent IRS Form 990
3. Current approved Bylaws

FIELD/FACILITY USE

1. The CSO understands that all field/facility reservations are solely for the sport fields/facilities during practice, games and tournaments/events. Games shall be played at assigned fields/facilities per the Field Facility Allocation and Use (FFAU) process. Additional tournaments, events or post season practice and play need to be proposed during the FFAU process and approved, in writing, by the District. CSO's will be allowed reserved use of District facilities, as outlined in Attachment A - FFAU Schedule. The FFAU must be received by District Staff within the FFAU Schedule to reserve a sports complex or park for tournaments, games, practices, meets, matches and/or special events. Facilities and fields may be closed for rest and renovation at various times throughout the year. Such closures will be announced during the FFAU Process and can be seen in Attachment B - Approximate Field/Facility Closure Dates.
2. It is mandatory that Field/Facility Coordinators, the President, Vice-President and/or any other significant/essential members of the CSO complete the FFAU by the District assigned due date in order to plan for the use of the facilities for the upcoming season/year. Failure to complete the FFAU Process may result in loss of field/facility space.
 - a. FFAU reservations will only be accepted if the FFAU packet is complete with the non-refundable processing fee.
 - b. If the FFAU is late the District will charge \$25 per business day that the FFAU is late. On the 5th business day, the District will issue a "drop-dead" letter informing the organization that they will forfeit their field priority status for the current FFAU period should the District not receive their FFAU by the 10th business day (2-weeks late).
 - c. If the CSO chooses to make any alterations to the approved FFAU:
 - i. CSO may add or alter the facility:
 1. Ten days prior to the date: If the District can accommodate, CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1.
 2. Nine or less days prior to the date: If the District can accommodate, CSO will be charged at the Approved Fee Schedule Class 1 rate.
 - ii. CSO may remove:
 1. Ten days prior to the date: If the District can accommodate, dates/times will be removed and CSO will not be charged.
 2. Nine or less days prior to the date: CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1.

3. The District reserves the right to cancel or suspend facility or field use permits for games, practices, and other uses whenever field/facility conditions could result in injury to players or damage to the fields/facility. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application.
4. All games and practices shall take place between the hours of 8:00AM and 10:00PM, unless approved by District with prior written approval.
5. Tournaments take precedence over practice and league play in terms of playability during the winter period (November 1 through March 15) as outlined in the sports turf policy. League play takes precedence over practice.
6. CSO's are required to hold an annual training with coaches, and volunteers to review and enforce the District's Turf Policy and Field Lining process per space usage.
7. The CSO agrees to clean up debris/trash in and around the reserved facility on a daily basis. District shall charge the CSO the approved fee(s) per the fee schedule hourly rate for a District staff or designee to clean up debris found to be over and above normal usage.
8. The District shall prepare rented space as follows per CSO space usage:
 - a. All fields into playable condition for tournaments and/or seasonal play.
 - b. Aquatic Center meets swimmable conditions for practices/meets.
 - c. Gymnasiums are with a partnership with Pleasant Valley School District (PVSD) and if CSO sees any issues during the reserved time the District will work with PVSD.
9. The CSO shall be responsible for: limited field preparation, including, but not limited to; dragging, watering, field lining, etc., for the duration of this agreement, unless otherwise specified in writing.
10. Any additional field/facility maintenance issues requested by the CSO which may include, but may not be limited to, field renovations, soil additions, portable fences, storage areas, mowing, fence repair, moving of District property, etc. must be submitted in writing with a minimum of a 60-day notice, to the District's General Manager. CSO will be responsible for the cost for materials and District Staff or designee time and/or the entire cost of an outside vendor to perform any request.
11. Alterations to Facility.

No alterations or improvements to the Field/Facility shall be made or constructed by CSO, without the advance written consent of the District's General Manager or their designee. Consent may be withheld by the District in its sole discretion.

Should the CSO wish to make any facility improvements to District property they must follow the Districts' processes and procedures found in Attachment E.

The cost of any and all alterations or improvements to the field/facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance, and bonds) shall be the sole responsibility of the CSO.

Prior to any such work, the CSO shall submit to the District for review plans, specifications and drawings detailing the proposed work/project. The plans, specifications and drawings shall be submitted in a form satisfactory to the District staff. The District, in its sole discretion, may require the CSO to make changes to the plans, specifications or drawings. Although the District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, the District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The CSO expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.

As a condition to receiving approval to make such alterations or improvements to the Facility, the CSO shall provide the District with: (a) payment and performance bonds equal to one hundred percent (100%) of the estimated cost of the work; and (b) liability insurance coverage in scope, amount and form as required by District. The CSO shall additionally comply with any other conditions imposed by the District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the County of Ventura Department of Airports, the Federal Aviation Administration and the City of Camarillo, given the proximity of the Facility to the Camarillo Airport, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, the CSO shall diligently execute the work to completion. The CSO shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the Facility associated with work performed or materials supplied.

12. No oversized or personal vehicle shall be driven or parked on District fields without the express written consent of **the District General Manager or designee.**
13. District facilities are intended for use by the entire community and although the CSO is being granted reserved use of designated facilities for practices and games, it must be understood that cooperative use of District facilities by the CSO, District Sponsored Programs and the community is expected.
14. At no time shall the CSO sublet District property for any reason to include monetary gain, or use for bargaining, trade for services, or other agreements with any Organization, Business, sports groups, agencies, or teams.
15. A CSO that operates a Snack Bar shall comply with Attachment K – Snack Bar Agreement.
16. CSO's may reserve District classrooms or facilities with no charge at the following locations: Pleasant Valley Fields East Meeting Room and Skyway Room at Freedom

Park. Reservations taking place at a different location will be charged at either the Class 1 Rate (CSO Rate) or the Class 2 Rate (Non-Profit Rate) as outlined in the District's Fee Schedule. These reservations will follow the District's General Use and District's Ordinance 8 outlined processes.

INSURANCE AND INDEMNIFICATION

1. Liability Insurance: CSO shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance. Evidence of Coverage requirements provided in Attachment "M" – Liability Insurance Requirements

- a) **Commercial General Liability Insurance:** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, covering CGL on an "occurrence" basis, including products and completed operations. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.
- b) **Automotive Insurance:** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.
- c) **Workers' Compensation Insurance:** A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- d) **Sexual Abuse and Molestation (SAM):** If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a SAM policy covering with a limit no less than \$1,000,000 per occurrence or claim.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, CSO shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny CSO access to the Property. CSO agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which CSO may be held responsible for the payment of damages to any persons or property resulting from CSO's activities or the activities of any person or persons for which CSO is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher)

and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CSO maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the CSO. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. Renter's Insurance: If the CSO stores equipment or materials on District property or within District facilities, the CSO shall provide evidence of renter's insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored. The District is not responsible for any damage or theft of any CSO owned property stored on District property.

Storage areas are listed per CSO:

1. PV Fields Storage middle and east (AYSO)
2. PV Fields Storage middle and west (Eagles)
3. Bob Kildee Park six (6) Storage Containers and area in Aquatic Center (CPBA)
4. Freedom Park Sheds – two (2) by Field 2 and Field 4, one (1) by Field 1, Field 4 and Field 6 (CPBA)
5. Liberty Building (CPBA)
6. Mission Oaks Park Storage near Field 1 (CGSA)
7. Aquatic Center Office and Storage Room (PVST)

3. Indemnification: By giving the consent set forth herein, CSO shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents ("District Parties") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CSO's use or occupancy of property controlled by the District, unless such claims are solely caused by the gross negligence or willful misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement to the District and the District's Parties for all legal expenses and costs incurred by each of them. CSO's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District or the District's Parties. **Notwithstanding the foregoing, if a court of competent jurisdiction has determined in a final adjudication that the District was jointly and severally liable, District shall reimburse CSO for attorneys' fees and costs incurred as part of the defense in proportion to District's allocation of fault and also contribute in the same proportion to the satisfaction of any judgment.**

CSO's shall provide the District with a signed Facility Use Agreement – Attachment F as required by the District insurance provider California Association of Parks and Recreation indemnity (CAPRI). This document will need to be signed and adhered to by the CSO.

SAFETY & SECURITY

1. The CSO must complete a monthly Accident/Incident report log (Attachment G) for any participants, spectators, volunteers, umpires, referees, or paid staff that has a minor accident or injury during the CSO's reserved times. Any accident which requires medical attention, hospitalization, etc. should be reported within 24 hours. For any accidents that may reflect in any claims against the District, or if there is any facility damage resulting from an accident, the District requires a copy of the completed form within 72 hours of the accident/incident of when the CSO is first alerted.
2. Community Service Organization CSO agrees to notify District of any facility damage, repairs needed, vandalism, suspicious activity, etc., within 24 hours. Emergency issues may be called in to the District and followed up in writing.
3. Concession sales by outside vendors or proprietors on any park facility hosted by the CSO, or other sub-contractor, must be approved in advance by the District's General Manager or designee and must comply with all District requirements and/or policies. Concessions must meet all District, City of Camarillo, and Ventura County Health Department licensing, liability, and safety codes. Vendors with electrical cords must have them covered. Vendors with generators must be placed on non-flammable protective surfacing to contain all spills and also protect from damaging District property. Turf tarps for vendors must comply with the Turf Policy (prior written approval six (6) weeks in advance and made of breathable material).
4. CSO's shall develop and implement an Inclement Weather, Emergency Action, and Heat Illness Prevention Plan (Attachment H) that gives directions to CSO officials, parents, umpires, and players what to do during a storm, natural disaster or situation that may put some or all individuals in harm's way. These documents shall be given to the District on an annual basis and/or each time this agreement is renewed as a reference to have on file.
5. CSO shall comply and ensure all participants comply with AB 2007 which requires "[a] youth sports organization that elects to offer an athletic program" to comply with all of the following in Attachment I – AB 2007 Concussions and other head injuries. A letter must be submitted each year to the District reflecting that the CSO has complied.
6. CSO shall comply and ensure all participants comply with AB1 which provides that "(1) Youth football's highest priority is the safety and well-being of its participants. California children must have the right to be protected with safe youth football standards and practices empowering parents to make informed choices regarding the elected activities of their children." Compliance must be submitted each year to the District reflecting that the CSO has complied. Reference Attachment J – AB1 AB 1, Cooper. Youth athletics: California Youth Football Act.

7. The CSO is responsible for patrol, control and supervision of spectators and participants at CSO events, including making sure park rules, regulations, and policies are adhered to. Failure of league officials to control parents, volunteers, participants, and visitors is sufficient reason to cancel, at any time, approved use of District facilities by the CSO.

COACHES AND VOLUNTEERS

CSO's must ensure all administrators, employees and regular volunteers have completed training in child abuse and neglect identification and reporting and completed all fingerprinting and/or perform adequate background screening required pursuant to Business and Professions Code Section 18975. The CSO shall provide the District with a letter on an annual basis stating they are in compliance with the foregoing and describing the screening process used (for example, LiveScan)

CSO acknowledges that they have been provided with a copy of Penal Code Sections 11165.7 and 11166, attached hereto as Attachment L, regarding CSO's duty to report any suspected or known child abuse or neglect. CSO acknowledges that they have read and understand this information and agree to comply with this mandatory reporting requirement.

RESERVATION FEES

1. The CSO agrees to pay:
 - a. _____ per hour of facility/field use for July 1, 2023, to June 30, 2024.
 - b. _____ per hour of facility/field use for July 1, 2024, to June 30, 2025.
 - c. _____ per hour of facility/field use for July 1, 2025, to June 30, 2026.
 - d. Other District Fees as applicable include but not limited to Staffing, Sport Lighting, Storage area fees, FFAU, reservations not on approved facility/field and any other late or reservation fees outlined in the FFAU procedure.
2. All fees are due within 30 days of receiving the invoice from the District.
 - a. If not received by 45 days a late fee per District Fee Schedule will be applied. In addition, an additional late fee will be applied for every month thereafter that payment remains outstanding. It may also result in loss of field/facility privileges.
3. These fees will be reviewed annually (or as directed by the Board) and are subject to increases per the District Approve Fee Schedule.
4. CSO's with a snack bar agreement will comply with and refer to Attachment K – Snack Bar Agreement.

ADVERTISING

1. CSO's receive a complimentary 1/12 page size ad in the District's Activity Guide. If they would like to place a larger ad, they may purchase it per the fee outlined on the District's website.

2. The CSO shall not erect any advertising signage, sponsor banners, etc. on District property without express written permission of the District. All advertising signage shall be consistent with District guidelines, ordinances, and policies as well as the City of Camarillo's Codes and Ordinances. If approved, CSO's shall provide the District with a proof of the signage and installation/removal dates.

PROGRAMMING

1. The CSO shall provide the District with a FFAU which should contain the entire season's practices, games, and tournament schedule. Re-scheduled games need to be submitted in writing to the District. Any changes or additions submitted less than 10 days' notice, may result in additional costs.
2. Field/Facility Coordinators, Coaches, the President and/or any other significant/essential members of the CSO's must meet with District staff during the FFAU process to review facility issues and processes. CSO's shall restore each facility utilized during the season back to an acceptable condition and agrees to reimburse the District for facility damage that is a direct result of that CSO's facility use.
3. A fee will be required per the District's Fee Schedule, to open or close a District facility outside of business hours, before 6:00am and after 10:00pm.

ADMINISTRATIVE

1. CSO's shall provide an Annual Update Sheet, Tax Form 990 and Organization Bylaws to the District as part of the packet for the annual review by the District. Packet should be complete, accurate, and provide transparency for the public and is due to the District by September 1st of each year.
2. If completed packets are not received by the District by September 30th, this Agreement may be suspended until all documentation has been received and approved.
3. CSO's are required to pay for sport fields, parks and sports lighting per the District Fee Schedule and applicable staffing fees should any be incurred. CSO's shall be responsible for all costs associated with the use of facilities not owned by the District such as: Pleasant Valley School District, Oxnard Union High School District, etc. Light schedules shall be submitted to District Staff on a weekly basis by the CSO.
4. CSO's shall submit a copy of non-profit status, or tax filing status, such as ESCORP, LLC, etc. to District staff upon renewal of this agreement.
5. Any items not specifically mentioned will be governed by Ordinance 8, the General Use Policy and/or other District Policies.
6. **Use of photographs and video.** The CSO consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. If

photographs/videos are taken of person(s) a District Photography waiver will be provided to be signed before a photograph/video are used in District promotional materials. The District still reserves the right to take photographs/videos where person(s) identity/likeness is unrecognizable without a waiver. The CSO waives any right to review or approve the finished product or the use to which it may be applied.

7. **Relationship of Parties:** The relationship of the CSO to the District under this Agreement will be that of an independent agency using District property for the operation of CSO's agreed use of the facility. The CSO will have no right to obligate the District in any manner whatsoever. The CSO is and will be responsible for performance of the obligations assumed by the CSO under this Agreement. All personnel employed in connection with CSO's use and operation of the Facility will be employees or independent contractors of CSO, and they will have no employment relationship with District. The CSO will be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. The CSO will be solely responsible for establishing policies and procedures within the organization's by-laws relating to the employment of such personnel.

Notwithstanding the forgoing, the CSO will not discriminate against any employee/volunteer/patron because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Licenses, Permits, Fees, and Assessments. CSO will obtain and keep on full force and effect at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. The CSO will have the sole obligation to pay for any fees, assessments, and taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Operator's performance of the services required by this Agreement; and will indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder. All such licenses, permits, consents, and authorizations will be in the name of the CSO.

The CSO covenants state that it shall take all actions necessary to establish and remain an organization in good standing and shall comply with all applicable California law related thereto.

Compliance with Laws. The CSO will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the CSO's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.

8. **Alcohol and Drugs.** At no time shall CSO or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District.
9. **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth.
10. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
11. THE CSO ACCEPTS RESPONSIBILITY FOR ALL APPLICABLE CONDITIONS, AS WELL AS ALL DISTRICT RULES AND REGULATIONS NOT LISTED IN THIS AGREEMENT. THE CSO ASSUMES ALL RISK 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.
12. CSO SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE DEFEND (BY COUNSEL ACCEPTABLE TO DISTRICT) AND HOLD THE DISTRICT, IT'S DIRECTOR'S, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, CLAIMS AND LIABILITY FOR DAMAGES AND/OR INJURIES TO PERSONS AND PROPERTY, INCLUDING INJURY TO ORGANIZATION'S PARTICIPANTS OR DAMAGE TO ORGANIZATION'S PROPERTY THAT IN ANY WAY ARISE FROM OR ARE CAUSED BY CSO USE OR OCCUPANCY OF DISTRICT FACILITIES.
13. **Attachments:**
 - A. FFAU Schedule
 - B. Field Closure Dates (approximate dates)
 - C. Field Facility Allocation and Use Process
 - D. Field Lining Procedure
 - E. Alterations to District Facilities
 - F. Facility Use Agreement
 - G. Incident/Accident Report Log
 - H. Emergency Action Plan, Heat Illness Prevention Plan, and Inclement Weather Plan
 - I. AB2007 Concussion or other head injuries
 - J. AB 1 California Football Act
 - K. Snack Bar Agreement
 - L. Penal Code Sections 11165.7 and 11166
 - M. Liability Insurance Requirements

(Signatures Continue on last page after Attachments)

ATTACHMENT A FFAU TIMELINE

Dates of Reservations	PVRPD Notifies User groups of Blackout Dates for Spring/Fall Season	Step 1		Step 2	Step 3	Step 4		Step 5	Step 6	Step 7
		Initial Allocation Request Process Opens	Initial Allocation Request Process Closes	Initial Allocation Request Processing Time/ User Groups Notification of Allocation	User Group Allocation Meetings/ Notification of Remaining Field/Facility Availability	Secondary Allocation Request Process Opens (optional User Group Discretion)	Secondary Allocation Request Process Closes	Secondary Allocation Request Processing Time/ User groups Notification of Allocation	User group Allocation Meetings (optional User Group Discretion)	User group Appeal of Allocation Decisions (Optional)
Spring Season (Jan 1 - Jun 30)	2nd Week in May	June 1 @8:00am	Last Friday in June @5pm	1st week in July	2nd Week in July	3rd Monday in July @ 8:00am	3rd Friday in July @5:00pm	4th Week in July	Last week in July	Anytime User Group Discretion
Fall Season (Jul 1 - Dec 31)	2nd Week in November	December 1 @8:00am	Last Friday in December @5pm	1st week in January	2nd Week in January	3rd Monday in January @ 8:00am	3rd Friday in January @5:00pm	4th Week in January	Last week in January	Anytime User Group Discretion

There are no additional allocation request opportunities after secondary request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 4-6). Reservation requests that are made within 10 days of the desired date of the reservation will result in a payment of the administration fee, hourly rate of the field, hourly use of the lights and any additional fees if needed.

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ATTACHMENT B

Approximate Field/Facility Closure Dates

PV Fields Soccer Zones

Mid – March to end of April

3rd week of June to 4th week of July

Thanksgiving week to end of the year

Freedom Baseball Fields

Second week of December to mid-January

August 1 to Thursday before Labor Day weekend

Various weekdays during fall season

Bob Kildee

Third week of December to early-January

Mission Oaks

4th week of November to early January

Pleasant Valley Aquatic Center

End of August – Labor Day (approximately two (2) weeks)

Fourth of July, Thanksgiving, Christmas, and New Years holidays



PLEASANT VALLEY RECREATION AND PARK DISTRICT FIELD AND FACILITY ALLOCATION AND USE PROCESS

Introduction

The Pleasant Valley Recreation and Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, the Aquatic Center, Senior Center, and other facilities, to organizations and the public for sports, cultural, social, and recreational activities and programs. The purpose of this process is to outline allocation priorities and procedures for the permitted use of District fields and facilities. The priorities set forth in this document will assist staff in allocating fields and facilities fairly and equitably. The District may charge to recover public costs to operate, maintain, supervise, and administer the use of parks and sports facilities.

The District will monitor proper use of allocations and permits with priority given in the following order: District programming, Community Service Organizations, resident organizations, in-District residents, and all other requests. This process does not outline the process for designation as a Community Service Group. For information on this process, please refer to the Community Service Organizations Application Form.

Requests for single-use field or facility rentals, tournaments, special events, additional use or programs not covered by the Field and Facility Allocation and Use Process, Ordinance 8, or the General Use Policy should be addressed in writing to the District.

Statement of Philosophy

The Pleasant Valley Recreation and Park District is dedicated to creating partnerships with local community organizations to ensure ample opportunity to participate in recreation and sports at various ability levels. The primary role in these partnerships is to provide athletic opportunities and to make certain District fields and facilities remain safe and of the highest quality. The permitting and allocation process provides an organization the exclusive use of a designated field or facility at a designated time, to the exclusion of all others. The objective of this process is to create clear written allocation procedures, policies, and guidelines that:

- Fairly distribute available fields and facilities to meet the current and future needs of the District, Community Service Organizations, resident organizations, District

residents, and out-of-District User Groups

- Allocate any surplus fields and facilities to meet additional requests and/or new needs
- Incorporate “recovery periods” to maintain high quality and safe field and facility conditions

Definition of Terms

Community Service Organization- shall mean an organization that performs a service for the benefit of the public, is approved by the Pleasant Valley Recreation and Park District, and the Organization resides within the District boundaries. These activities are not part of the District programs/classes.

District- shall mean the Pleasant Valley Recreation and Park District and/or all land managed by the Pleasant Valley Recreation and Park District.

Field and/or Facility Modifications- shall mean changing or altering fields, facilities, parking lots, snack bars, and storage areas owned and managed by the Pleasant Valley Recreation and Park District.

General Use Policy- shall mean the procedures used in the application of District policy.

In-District Resident- shall mean any person who resides within the boundaries of the District.

Ordinance 8- shall mean the provisions and rules governing the Pleasant Valley Recreation and Park District, to include use of parks, recreation areas, and facilities in order that all person may enjoy and make use of such parks and buildings and to protect the rights of all concerned.

Out-of-District/Non-Resident- shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District’s boundaries.

Primary Season- shall mean the first day of tryouts, practice, and/or games for that sport and will conclude with the final day of competition in that sport and is maximum of twelve weeks. End of season playoffs/tournaments are to include only those teams which participated in the primary season.

Resident Organization- shall mean public and private educational, service and civic groups and non-profit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth sports.

Secondary Season- shall mean an alternative season other than the primary season and must not exceed the same number of weeks as the primary season in that sport. End of season playoffs/tournaments are to include only those teams which participated in the secondary season.

Select Programming- shall mean programming that: 1. has a competitive component that “cuts” or places players based on skill level; or 2. registration not open to all; or 3. uses paid trainers or coaches.

Sports Fields and Facilities- shall mean the fields and facilities at Bob Kildee Community Park, Freedom Park, Mission Oaks Park, Pleasant Valley Fields, Monte Vista Gym, and Pleasant Valley Aquatic Center.

Tournament- shall mean any organized series of games, contests, or invitational events that make up a single unit of competition, between a number of competitors or teams, who compete for an overall prize. This excludes any end-of-season championship for primary and/or secondary seasons.

User Group- shall mean any organization or group of people that have reserved a park space, field, or facility for a single activity or multiple activities at a specific location and time. User Group covers all Classification designations in this process.

User Group Classifications (“Class”)- shall mean the District priority ranking for user groups based on District-approved Ordinance(s) and the General Use Policy.

Classifications of User Groups

A User Group’s classification determines their priority for field allocation. This classification is determined in the District’s General Use Policy.

Class	Class Designation	Additional Class Description
0	Pleasant Valley Recreation & Park District	All District activities
1	Community Service Organization	Community Service Organization as approved by the Board of Directors.
2	Resident Organizations	Local school districts, governmental agencies, and non-profit organization.
3	In-District Residents	
4	Out-of-District or Non-Residents	

The District reserves the right to change and/or modify these classifications.

Sport Priority by Season

For the purposes of the process, the sport in season shall have the priority for any allocation request(s) related to the season in question. The list below is in alphabetical order and does not constitute priority between sports. The lists below are not inclusive of all requested sports.

Spring Season Sport Priority
Baseball
Softball

Fall Season Sport Priority
Football
Soccer
Basketball

Sports Fields Hours of Operation

Monday through Friday: 8:00 a.m. – 10:00p.m.

Saturday: 8:00 a.m. – 10:00 p.m.

Sunday: 8:00 a.m. – 10:00 p.m.

Hours outside of the normal hours of operation may be requested as part of the allocation process.

Field hours are at the discretion of the District and field conditions. All User Groups must have a copy of their permit available upon request by District staff.

Field and Facility Allocation Process

In creating a fair and equitable process for allocation of fields and facilities, the following timelines will be utilized as part of the submission process in determining allocation of fields/facilities. Exact dates for all items below can be found in Attachment C. Applications are available online and will be emailed to Community Service Organizations on the first day the allocation request process opens.

Application packets must be submitted in person at the District Office before the deadline. Application packets are not accepted electronically.

User Groups must submit information as one complete application packet. Incomplete application packets will not be accepted.

Allocation Request Timeline and Process:

6 Month FFAU Timeline

Dates of Reservations	PVRPD Notifies User groups of Blackout Dates for Spring/Fall Season	Step 1		Step 2	Step 3	Step 4		Step 5	Step 6	Step 7
		Initial Allocation Request Process Opens	Initial Allocation Request Process Closes	Initial Allocation Request Processing/Notification of Allocation	User Group Allocation Meetings/Notification of Remaining Field/Facility Availability	Secondary Allocation Request Process (optional User Group Discretion)	Secondary Allocation Request Process Closes	Secondary Allocation Request Processing Time/User groups Notification of Allocation	User group Allocation Meetings (optional User Group Discretion)	User group Appeal of Allocation Decisions (Optional)
Spring Season (Jan 1 - Jun 30)	2nd Week in May	June 1 @8:00am	Last Friday in June @5pm	1st week in July	2nd Week in July	3rd Monday in July @ 8:00am	3rd Friday in July @5:00pm	4th Week in July	Last week in July	Anytime User Group Discretion
Fall Season (Jul 1 - Dec 31)	2nd Week in November	December 1 @8:00am	Last Friday in December @5pm	1st week in January	2nd Week in January	3rd Monday in January @ 8:00am	3rd Friday in January @5:00pm	4th Week in January	Last week in January	Anytime User Group Discretion

Allocation timeline is at the discretion of the District. Completed application packets received by the deadline will be processed in the first round of allocations. Submittal of required items listed below does not constitute approval of field use; however, every effort will be made to accommodate User Group requests.

Required items to be submitted with the allocation request:

1. A completed and signed Pleasant Valley Recreation and Park District Field and Facility Allocation and Use Process - Allocation Request Form (Attachment B)
2. \$100.00 Application Fee (per allocation request, per season)
 - a. Secondary Allocation Requests as part of the Initial Allocation Requests do not require additional fees
3. A copy of insurance meeting all requirements found in the General Use Policy
4. Scheduled allocation review meeting(s) with District staff (Attachment C) (Optional)
5. Signed acknowledgement of Field and Facility Allocation and Use Process
6. A copy of the User Groups IRS Letter of Determination (if applicable)
7. Previous calendar years' roster data for the organization

As a courtesy to User Groups, the District will provide a list of unavailable dates/times no less than twenty-one (21) days prior to the start of the Allocation Request process. A checklist of required items is attached to this process (Attachment A).

Application packets will be processed according to:

1. Completed application packets (Items 1-7)
2. Field and facility availability
3. User Group classifications

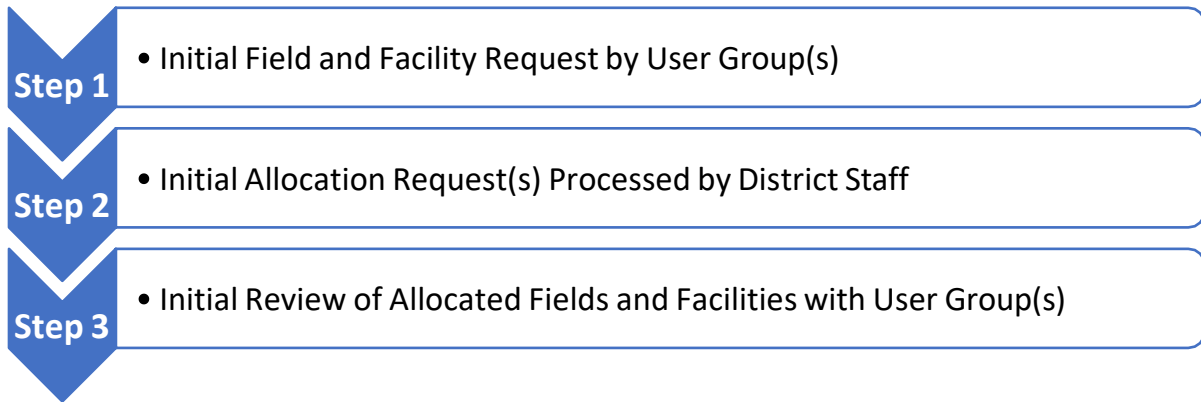
The District recognizes there may be conflicts for space and time that arise from this process.

Conflicts on any location/day/time will be resolved utilizing the following methods, in order:

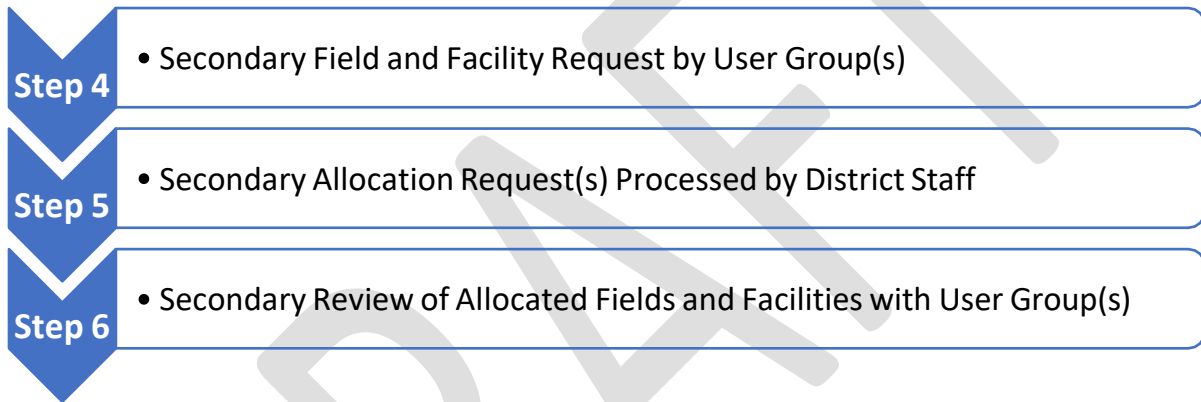
1. User Groups self-mediate to determine a fair and amicable solution
2. History of facility use between conflicting user groups
 - a. Primary season/ primary facility for sport in question
 - b. Order of priority:
 - i. league practice or game
 - ii. tournament use
 - iii. camps/clinics
 - iv. showcase events
 - v. rain make-ups
 - vi. other/misc.
3. Random draw for priority use
 - a. Any conflict resolved through random draw shall be reversed in subsequent years.

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

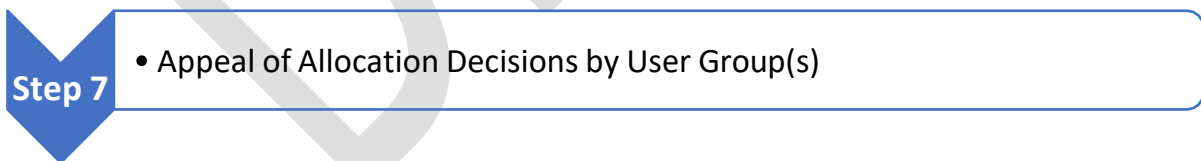
Any initial FFAU request by a user group that is turned in after the deadline date will be subject to a \$25 per business day late fee. Example, if the due date is December 30 and the District receives it on January 4, we wouldn't count the holiday or weekend days, but business days would be charged at \$25 per day. This doesn't include the FFAU fee.



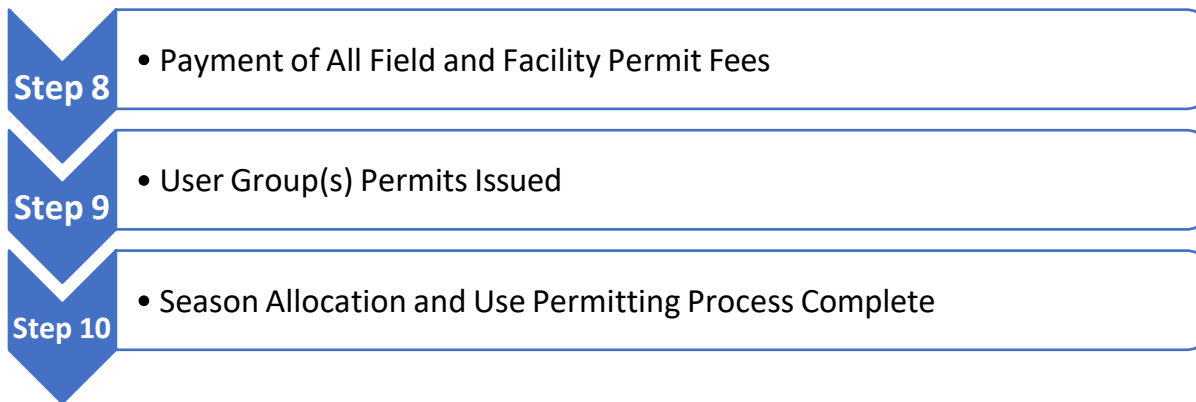
After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the secondary allocation process.



Reservation request that are made within 10 days of the desired date of the reservation will result in a payment of the administrative fee, the fee schedule Community Service Organization rate, possible hourly use of lights, and any additional applicable fees.



Any User Group may appeal (Step 7) the allocation decision of District staff. The appeal process is outlined in Section 110 of Ordinance 8.



After appeals by User Groups, the District shall provide an invoice for all fees associated with allocation of the field or facility. Payment of these fees (Step 8) is required before issuance of permit(s) for use (Step 9).

User Groups requesting rain makeup dates shall provide the District with this information in the “Notes” section of Attachment B. The District shall make every effort to accommodate rain make-up requests.

Any fields or facilities not allocated as part of this process shall be available on a first-come, first-serve basis to any User Group, organization, or individual as a rental at the approved fee schedule rate.

Payment for fields or facilities reserved as part of the Field and Facility Allocation and Use process must be paid prior to issuance of a permit for use (Step 8).

Field and Facility Fees

Pleasant Valley Recreation and Park District approved Fee Schedule can be found on the Districts’ website.

Maintenance Operations

Turf Preservation

It is the goal of the District that fields and facilities remain safe and of the highest quality. Guidelines for preservation of turf:

- Field use, especially practices, should be conducted in such a way that the action takes place on different sections of turf, thus reducing excessive turf damage in one area. User Groups should rotate use of areas and when possible, stay off fringe or bare areas to limit erosion and further damage.
- User Group should notify the District of any turf divots found while using fields.
- Tarps may only be placed on the turf with prior written approval and at the direction of District staff. Turf covering must be made of a breathable material.
- Fields may not be used during or after a heavy rain, when fields are wet or muddy, or when closed by the District.
- Soccer practices may not take place on the infield area of a softball or baseball diamond.
- No vehicles are allowed on District property, other than parking lots, without prior written permission **by the General Manager or designee** noted on the

permit issued by District.

Sports Field Lining/Marking

- Lining of District fields is prohibited without prior written approval on the field use permit.
- Lining must be coordinated with District staff.
- Line colors must be approved by District.
- Burning lines on the District fields is prohibited.
- Any user failing to comply with established guidelines and notification requests are subject to reimbursement of costs for all damages occurring to the facility and termination of field use permit.

Field and Facility Closures

The District closes fields and facilities annually for scheduled maintenance and rest. Field and facility closure schedules and duration varies depending on individual field and facility needs. The District reserves the right to schedule maintenance in an emergency or as needed to provide a safe environment for all users.

Field and/or Facility Modifications

All requests for modification or improvement to District fields or facilities must be submitted in writing to the District. All requests will be reviewed by District staff. The field or facility modification request review process may take a minimum of six (6) weeks.

Submission of a request to modify or improve a site does not constitute approval. Approval will be given according to District Ordinance 8 or General Use Policy.

Inclement Weather

The Pleasant Valley Recreation and Park District reserves the right to cancel or suspend field or facility use permits when conditions could result in injury or cause damage to the District property. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, smoke, extreme heat, maintenance issues, lightening, earthquakes, or other reasons as decided by the District.

During inclement weather District staff will assess the playability of all District-owned and managed fields and facilities. The District's field and facilities condition line will be updated by 2:00pm on inclement weather days. It is the responsibility of the permit holder to obtain status and notify participants. Inclement weather is at the sole discretion of the District.

Field and Facility Violations

The District recognizes that User Groups utilizing fields and facilities may, from time to time, find themselves in situations that may violate District Ordinance 8 or General Use Policy. The District will work with User Groups to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Offenses are recorded over a rolling 12-month period.

It is the responsibility of the User Group to ensure all participants, coaches, spectators, and volunteers understand and abide by this process.

First Offense:

01224.0001/912871.1

District staff will provide a verbal warning to the User Group describing what violation took place and discuss ways to reduce the likelihood of violation taking place in the future. If damage(s) to facility or staff time have occurred, the User Group is responsible for the associated costs. Verbal warning(s) shall be documented for record-keeping purposes.

Second Offense:

District staff will provide a verbal warning to the User Group describing what violation took place and discuss ways to reduce the likelihood of violation taking place in the future. If damage(s) to the field or facility or staff time have occurred, the User Group is responsible for the associated costs. Verbal warning(s) shall be documented for record-keeping purposes.

Third Offense:

District staff will provide a written warning to the User Group describing what violation took place and discuss ways to reduce the likelihood of violation taking place in the future. If damage(s) to the field or facility or staff time have occurred, the User Group is responsible for the associated costs. Written warning(s) shall be documented for record-keeping purposes.

Fourth Offense:

Written notice to the User Group of a three-day suspension of the next applicable permit and restitution for any damages to field or facility. Offending User Group will be charged for field and facility rental and staff time at the Class IV rate. Written warning(s) shall be documented for record-keeping purposes.

Fifth Offense:

Written notice to the User Group of a seven-day suspension of next applicable permit and restitution for any damages to field or facility to the specific User Group team in question. The Offending User Group will be charged for field and facility rental and staff time at the Class IV rate. Written warning(s) shall be documented for record-keeping purposes.

Sixth and Final Offense:

Written notice to the User Group of termination of any existing permitted field or facility use in the allocation period and relegation of User Group Class designation for next allocation process to the specific User Group team in question. The Offending User Group will be charged for field and facility rental and staff time at the Class IV rate. Written warning(s) shall be documented for record-keeping purposes.

Violation examples include, but are not limited to:

1. Use of field of facility without permit.
2. Use of field of facility that has been closed due to inclement weather, safety issues, or maintenance purposes.
3. Use of fields or facility prior to or beyond permitted time.
4. Subletting, loaning, or trading fields or facilities with other User Groups.
5. Non-use of reserved fields or facilities without notifying the District.
6. Driving vehicles on/in fields or facility without written permission noted on permit.
7. Violation of District Ordinance 8 or General Use Policy.

Permit Cancellation

Permits may be cancelled and/or rescheduled at the discretion of the District. Permits cancelled by the District for field closure resulting in loss of use due to inclement weather or emergency maintenance may be rescheduled as availability allows or may be refunded in full.

Permits cancelled by the User Group at least sixty (60) days prior to the permitted use will be refunded in full. Cancellations between fifty-nine (59) and thirty (30) days prior to permitted use will be refunded at the rate of fifty (50) percent. Cancellations less than 30 days prior to the permitted use will not be refunded.

The District may cancel or re-assign use of District fields and facilities for the following reasons, including but not limited to:

1. District maintenance or repairs involving any District field or facility.
2. Concerns related to the health and safety of participants including but not limited to, rain, muddy conditions, smoke and/or smog alerts, extreme heat, maintenance issues, lightning and earthquakes.
3. Non-adherence to Field and Facility Allocation and Use Process or District Ordinance 8 or General Use Policy

The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

Appeals

An appeal may be submitted in writing to the District within four (4) working days from the decision. This process can be found in the District's Ordinance 8, Section 110. The decision of the General Manager is final.

Acknowledgement

I acknowledge I have read and understand the Field and Facility Allocation and Use Process.

ATTACHMENT D
FIELD LINING PROCEDURE

1. The lining of ball fields (baseball, softball, soccer, etc.) will require District approval prior to performing the work.
2. No lining will take place unless prior approval is received from the General Manager or designee. Organizations will submit for approval, a rendering, drawing, or graphic representation of the proposed fields with dimensions in relationship to the park. This must be submitted with any future or current reservation requests/permits four (4) weeks prior to the league/tournament or event.
3. Upon approval of the rendering, the organization will submit a proposed date and time for lining/marketing of the fields to District Staff.
4. Paint that is made for field marking is required. Level 1 or Level 2 type of paint is required. Level 3 type paint will not be allowed on the turf. A water-based type of marking paint is required.
5. The lines shall be no wider than 4 inches.
6. Every effort will be given to the use of existing common field lines within and/or between multiple users.
7. Soccer Organizations shall move field lines one or two times each season, depending on the wear and at direction of District Staff, to give the referee lines (AR Lines) a chance to grow back during the season.
8. The District's Turf Policy, Ordinance 8, General Use, and all other District policies must be complied with.

ATTACHMENT E
ALTERATIONS TO DISTRICT FACILITIES

Development of Site

During the term of this Agreement, the Premises (field, facilities, District furnishings) may require modification or development to meet the needs of the CSO.

- A. In such event, all costs incurred in such work shall be borne by the CSO without contribution from the District, unless agreed upon in writing by both parties that the District will share in the cost of the work. If the District shares in the cost of the work, CSO understands and agrees that the work will be subject to the payment of prevailing wages and agrees to indemnify and hold the District harmless from any claims, actions, or penalties in connection the failure to properly pay or report prevailing wages.
- B. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the District for review prior to any work being performed. The District shall review those plans and specifications in a timely manner which shall not exceed 30-days from the date of submittal by the CSO. If either the CSO or the District so requests, a meeting shall be held between representatives of the CSO and the District to resolve problems or clarify matters related to the plans and specifications. If the District finds the plans and specifications to be acceptable, it shall so advise the CSO in writing, and the CSO shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the District, the CSO shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the District. Any construction by CSO shall be in strict accordance with all local building codes and requirements. Any project having an estimated value greater than \$25,000 will be required to follow the District's formal bidding procedures.
- C. All modifications, improvements, and additions performed by the CSO shall be completed in strict accordance with the plans and specifications which have been approved by the District, using materials and construction techniques which are consistent with District standards. Construction by the CSO shall be in strict accordance with all local building codes and requirements.
- D. In the event that a temporary or permanent alteration is made by the CSO to the Premises, the CSO shall provide such faithful performance bonds and labor and material bonds as District may reasonably demand. The terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the District General Manager and/or

his or her designee and shall be in strict accordance with all local and state building codes and requirements including prevailing wage and bidding requirements when applicable.

- E. The District reserves for itself the right to inspect all such work. Accordingly, the CSO shall plan and coordinate such work with the District to provide for such inspection. In the event District inspectors determine that work is not being performed in accordance with the plans and specifications, the CSO shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the District may, at its option, require termination of work on such modification or development, or District may correct such deficiencies and all costs so incurred shall be paid by the CSO within ten (10) days after submission of an itemized statement.
- F. During any modification, improvements or new additions, the CSO shall assign a person to coordinate work being performed with District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

ATTACHMENT F
FACILITY USE AGREEMENT

PERMIT/FACILITY USE AGREEMENT

RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(DISTRICT)**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(DISTRICT)**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name **(DISTRICT)**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(DISTRICT)** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **(DISTRICT)** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **((DISTRICT))**'s self-insurance pool.

- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, the **(DISTRICT)** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **(DISTRICT)**.

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

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. **(DISTRICT)** reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

D. FORCE MAJEURE

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

Name

Signature

Date

DRAFT

ATTACHMENT H

**EMERGENCY ACTION PLAN, HEAT ILLNESS PREVENTION PLAN AND
INCLEMENT WEATHER PLAN**

DRAFT

ATTACHMENT I

AB 2007 CONCUSSION OR OTHER HEAD INJURIES

An act to add Article 2.5 (commencing with Section 124235) to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, relating to youth athletics.

[Approved by Governor September 23, 2016. Filed with Secretary of State September 23, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2007, McCarty. Youth athletics: youth sports organizations: concussions or other head injuries.

Existing law requires a school district, charter school, or private school, if it offers an athletic program, to immediately remove an athlete from an athletic activity for the remainder of the day if the athlete is suspected of sustaining a concussion or head injury, and prohibits the athlete from returning to the athletic activity until the athlete is evaluated by a licensed health care provider, trained in the management of concussions, and acting within the scope of his or her practice, and the athlete receives written clearance from the licensed health care provider to return to the athletic activity. Existing law also requires, on a yearly basis, a concussion and head injury information sheet to be signed and returned by the athlete and athlete's parent or guardian before the athlete's initiating practice or competition.

This bill would apply these provisions to athletes participating in youth sports organizations, as defined to include organizations, businesses, nonprofit entities, or local governmental agencies that sponsor or conduct amateur sports competitions, training, camps, or clubs in which persons 17 years of age or younger participate in any of 27 designated sports. The bill would require youth sports organizations to notify the parents or guardians of athletes 17 years of age or younger who have been removed from athletic activities due to suspected concussions, as specified. The bill would require youth sports organizations to offer concussion and head injury education, or related educational materials, or both, to each of their coaches and administrators on a yearly basis, as prescribed. The bill would require each of these coaches and administrators to successfully complete the concussion and head injury education offered under the bill at least once either online or in person.

The bill would also require a youth sports organization to identify procedures for ensuring compliance with the bill's requirements for providing concussion and head injury education and a concussion and head injury information sheet. The bill would additionally require the youth sports organization to identify procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol, as

specified. The bill would specify that it applies to all persons participating in the activities of a youth sports organization, irrespective of their ages.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Article 2.5 (commencing with Section 124235) is added to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, to read:

**Article 2.5. Youth Sports Concussion Protocols
124235.**

(a) A youth sports organization that elects to offer an athletic program shall comply with all of the following:

(1) An athlete who is suspected of sustaining a concussion or other head injury in an athletic activity shall be immediately removed from the athletic activity for the remainder of the day and shall not be permitted to return to any athletic activity until he or she is evaluated by a licensed health care provider. The athlete shall not be permitted to return to athletic activity until he or she receives written clearance to return to athletic activity from a licensed health care provider. If the licensed health care provider determines that the athlete sustained a concussion or other head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider.

(2) If an athlete who is 17 years of age or younger has been removed from athletic activity due to a suspected concussion, the youth sports organization shall notify a parent or guardian of that athlete of the time and date of the injury, the symptoms observed, and any treatment provided to that athlete for the injury.

(3) On a yearly basis, the youth sports organization shall give a concussion and head injury information sheet to each athlete. The information sheet shall be signed and returned by the athlete and, if the athlete is 17 years of age or younger, shall also be signed by the athlete's parent or guardian, before the athlete initiates practice or competition. The information sheet may be sent and returned through an electronic medium including, but not necessarily limited to, fax or electronic mail.

(4) On a yearly basis, the youth sports organization shall offer concussion and head injury education, or related educational materials, or both, to each coach and administrator of the youth sports organization.

(5) Each coach and administrator shall be required to successfully complete the concussion and head injury education offered pursuant to paragraph (4) at least once, either online or in person, before supervising an athlete in an activity of the youth sports organization.

(6) The youth sports organization shall identify both of the following:

(A) Procedures to ensure compliance with the requirements for providing concussion and head injury education and a concussion and head injury information sheet, as contained in paragraphs (3) to (5), inclusive.

(B) Procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol required pursuant to paragraph (1).

(b) As used in this article, all of the following shall apply:

(1) “Concussion and head injury education and educational materials” and a “concussion and head injury information sheet” shall, at a minimum, include information relating to all of the following:

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

(C) Best practices for removal of an athlete from an athletic activity after a suspected concussion.

(D) Steps for returning an athlete to school and athletic activity after a concussion or head injury.

(2) “Licensed health care provider” means a licensed health care provider who is trained in the evaluation and management of concussions and is acting within the scope of his or her practice.

(3) “Youth sports organization” means an organization, business, nonprofit entity, or a local governmental agency that sponsors or conducts amateur sports competitions, training, camps, or clubs in which persons 17 years of age or younger participate in any of the following sports:

(A) Baseball.

(D) Boxing.

(B) Basketball.

(E) Competitive cheerleading.

(C) Bicycle motocross (BMX).

(F) Diving.

(G) Equestrian activities.

(H) Field hockey.

(I) Football.

(J) Full contact martial arts.

(K) Gymnastics.

(L) Ice hockey.

(M) Lacrosse.

(N) Parkour.

(O) Rodeo.

(P) Roller derby.

(Q) Rugby.

(R) Skateboarding.

(S) Skiing.

(T) Soccer.

(U) Softball.

(V) Surfing.

(W) Swimming.

(X) Synchronized swimming.

(Y) Volleyball.

(Z) Water polo.

(AA) Wrestling.

(c) This section shall apply to all persons participating in the activities of a youth sports organization, irrespective of their ages. This section shall not be construed to prohibit a youth sports organization, or any other appropriate entity, from adopting and enforcing rules intended to provide a higher standard of safety for athletes than the standard established under this section.

ATTACHMENT J
Assembly Bill No. 1

CHAPTER 158

An act to add Article 2.7 (commencing with Section 124240) to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, relating to youth athletics.

[Approved by Governor July 31, 2019. Filed with Secretary of
State July 31, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1, Cooper. Youth athletics: California Youth Football Act.

Under existing law, a school district, charter school, or private school that elects to offer an athletic program is prohibited from allowing a high school or middle school football team to conduct more than 2 full-contact practices, as defined, per week during the preseason and regular season, as defined, and from conducting a full-contact practice during the off-season.

This bill would express legislative findings and declarations relating to youth football and specifically relating to player safety. The bill, on and after January 1, 2021, would require a youth sports organization, as defined, that conducts a tackle football program to comply with certain requirements, including, among other things, not conducting more than 2 full-contact practices, as defined, per week during the preseason and regular season; not holding a full-contact practice during the off-season; having coaches receive a tackling and blocking certification, as specified; having designated personnel annually complete specified concussion and head injury education, a specified factsheet related to opioids, and designated training relating to heat-related illness, as defined; meeting specified requirements relating to safety equipment; having a licensed medical professional present during games, as specified; having coaches receive first aid, cardiopulmonary resuscitation, and automated external defibrillator certification; and inspecting safety equipment, as specified.

The bill, on and after January 1, 2021, would require a youth tackle football league to establish youth tackle football participant divisions that are organized by relative age or weight or by both age and weight, and to retain information for the tracking of youth sports injuries, as specified. The bill would declare that nothing in its provisions would prohibit any youth sports organization or youth tackle football league from adopting and enforcing rules providing a higher level of safety than the requirements of this bill.

DIGEST KEY

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

(a) The Legislature finds and declares all of the following:

(1) Youth football's highest priority is the safety and well-being of its participants. California children must have the right to be protected with safe youth football standards and practices empowering parents to make informed choices regarding the elected activities of their children.

(2) Nationwide, over 2.5 million players, coaches, cheerleaders, and parent volunteers participate in youth football.

(3) Youth football promotes the values of teamwork, self-discipline, diversity, academics, nutrition, leadership, and acceptance.

(4) Youth football promotes an active lifestyle that helps combat obesity rates in youth, which have increased by 300 percent over the past four decades and that lead to a broad range of health problems previously not seen until adulthood, such as high blood pressure, type 2 diabetes, and elevated blood cholesterol levels.

(5) Youth sports have become increasingly expensive due to the elimination of after school sports programs and the proliferation of travel teams and tournament-centric scheduling, but youth football remains an affordable neighborhood-based sport that is accessible in every community in California, irrespective of socioeconomic status or geographic location.

(6) Football is one of California's most popular sports, and the safety and well-being of the players is youth football's top priority.

(7) Many youth football organizations have implemented policies requiring the annual or biannual recertification of all football helmets by the helmet manufacturer or by an independent third party and the replacement of helmets that are damaged or that do not meet the current safety standards or recertification requirements.

(8) New helmet testing standards are being implemented to enable players to wear the safest helmet possible, and manufacturers continue to advance helmet technology.

(9) Blocking and tackling techniques designed to remove the head from contact have become the nationwide standard for teaching blocking and tackling, and coaches are required to complete annual certification and continuing education in blocking and tackling techniques that emphasize the removal of the head from any blocking or tackling and that provide coaches with noncontact drills designed to reinforce this training.

(10) The federal Centers for Disease Control and Prevention Concussion Protocol Training has become standard for many youth football organizations and coaches in an attempt to minimize the risk of injury for youth football players, and the training is designed to identify those players who exhibit symptoms of a concussion, to prescribe protocols for the immediate removal of those players from the game or practice, and to outline stringent “return to play” protocols that coaches, players, and parents must follow after a youth football player has received clearance from a medical doctor before that player is allowed to return to full participation.

(11) Youth football organizations have implemented policies for concussion response, proper hydration, equipment fitting, and age and weight requirements.

(12) California prohibits high school and middle school football teams from conducting more than two full-contact practices per week during the preseason and regular season, and California also prohibits the full-contact portion of a practice from exceeding 90 minutes in any single day and completely prohibits full-contact practice during the off-season.

(13) The awareness of the possible injury risks associated with football are now widely known and accepted by parents, players, coaches, officials, medical professionals, and the general public.

(14) The decision to play youth football ultimately rests with the parents, after their thoughtful consideration of the risks and benefits, as to whether participation in youth football is in their child’s best interest.

(15) In order to ensure youth tackle football participant safety and competitive play, youth tackle football leagues should be divided into divisions based on the participant's relative size and maturity, including classifications by appropriate weight, age, and size.

(b) It is therefore the intent of the Legislature to build upon prior legislation, including Assembly Bill 2007 (Chapter 516 of the Statutes of 2016), to improve youth tackle football safety with new safety standards while honoring youth tackle football's spirit and tradition.

SEC. 2.

Article 2.7 (commencing with Section 124240) is added to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, to read:

Article 2.7. California Youth Football Act 124240.

(a) This article shall be known, and may be cited, as the California Youth Football Act.

(b) As used in this article:

(1) "Coach" means a person appointed by a youth sports organization to supervise or instruct a participant in the sport of youth tackle football.

(2) "Full-contact portion" of practice is defined as the period of time in drills or live action that involves contact at game speed.

(3) "Full-contact practice" means a session where one or more drills or live action is conducted that involves contact at game speed, as in an actual tackle football game or scrimmage. This includes simulations or drills that involve any number of players.

(4) "Heat-related illness" includes, but is not necessarily limited to, heat cramps, heat syncope, heat exhaustion, and exertional heat stroke.

(5) "Off-season" means a period extending from the end of the regular season until 30 days before the commencement of the next regular season.

(6) "Play" includes participation in a youth tackle football game, scrimmage, or practice.

(7) "Preseason" means a period of 30 days before the commencement of the regular season.

(8) “Regular season” means the period from the first league football game or scrimmage until the completion of the final football game of that season.

(9) “Safety equipment” includes, but is not necessarily limited to, all of the following:

(A) A helmet and its associated parts, including, but not necessarily limited to, a face mask and mouthguard.

(B) Hip, knee, and shoulder pads.

(C) A jersey.

(D) A tailbone protector.

(E) Pants and thigh guards.

(F) Shoes, including cleats.

(10) “Youth sports organization” means an organization, business, or nonprofit entity that sponsors or conducts amateur sports competition, training, camps, clinics, practices, or clubs.

(11) “Youth tackle football league” means the organization that groups together youth sports organizations that conduct youth tackle football, administers rules, and sets game schedules. It may or may not be associated with a national organization.

124241.

On and after January 1, 2021, a youth sports organization that conducts a tackle football program shall comply with all of the following requirements:

(a) A tackle football team shall not conduct more than two full-contact practices per week during the preseason and regular season.

(b) A tackle football team shall not hold a full-contact practice during the off-season.

(c) The full-contact portion of a practice shall not exceed 30 minutes in any single day.

(d) A coach shall annually receive a tackling and blocking certification from a nationally recognized program that emphasizes shoulder tackling, safe contact and blocking drills, and techniques designed to minimize the risk during contact by removing the involvement of youth tackle football participant’s head from all tackling and blocking techniques.

(e) Each youth tackle football administrator, coach, and referee shall annually complete all of the following:

(1) The concussion and head injury education pursuant to Section 124235.

(2) The Opioid Factsheet for Patients pursuant to Section 124236.

(3) Training in the basic understanding of the signs, symptoms, and appropriate responses to heat-related illness.

(f) Each parent or guardian of a youth tackle football participant shall receive concussion and head injury information for that athlete pursuant to Section 124235 and the Opioid Factsheet for Patients pursuant to Section 124236.

(g) Each football helmet shall be reconditioned and recertified every other year, unless stated otherwise by the manufacturer. Only entities licensed by the National Operating Committee on Standards for Athletic Equipment shall perform the reconditioning and recertification. Every reconditioned and recertified helmet shall display a clearly recognizable mark or notice in the helmet indicating the month and year of the last certification.

(h) A minimum of one state-licensed emergency medical technician, paramedic, or higher-level licensed medical professional shall be present during all preseason, regular season, and postseason games. The emergency medical technician, paramedic, or higher-level licensed medical professional shall have the authority to evaluate and remove any youth tackle football participant from the game who exhibits an injury, including, but not necessarily limited to, symptoms of a concussion or other head injury.

(i) A coach shall annually receive first aid, cardiopulmonary resuscitation, and automated external defibrillator certification.

(j) At least one independent non rostered individual, appointed by the youth sports organization, shall be present at all practice locations. The individual shall hold current and active certification in first aid, cardiopulmonary resuscitation, automated external defibrillator, and concussion protocols. The individual shall have the authority to evaluate and remove any youth tackle football participant from practice who exhibits an injury, including, but not limited to, symptoms of a concussion or other head injury.

(k) Safety equipment shall be inspected before every full-contact practice or game to ensure that all youth tackle football participants are properly equipped.

(l) Each youth tackle football participant removed pursuant to this section shall comply with Section 124235. The injury shall be reported to the youth tackle football league.

(m) Each youth tackle football participant shall complete a minimum of 10 hours of noncontact practice at the beginning of each season for the purpose of conditioning, acclimating to safety equipment, and progressing to the introduction of full-contact practice. During this noncontact practice, the youth tackle football participants shall not wear any pads and shall only wear helmets if required to do so by the coaches.

(n) A youth sports organization shall annually provide a declaration to its youth tackle football league stating that it is in compliance with this article and shall either post the declaration on its internet website or provide the declaration to all youth tackle football participants within its youth sports organization.

124242.

On and after January 1, 2021, a youth tackle football league shall comply with both of the following:

(a) Establish youth tackle football participant divisions that are organized by relative age or weight or by both age and weight.

(b) Retain information from which the names of individuals shall not be identified for the tracking of youth sports injuries. This information shall include the type of injury, the medical treatment received by the youth tackle football participant and return to play protocols followed by the participant pursuant to subdivision (l) of Section 124241.

124243.

Nothing in this article shall prohibit any youth sports organization or youth tackle football league from adopting and enforcing rules intended to provide a higher standard of safety for youth tackle football participants than the requirements established under this article.

ATTACHMENT K
SNACK BAR AGREEMENT

This document will serve as an agreement between the Pleasant Valley Recreation and Park District (District) facilities and the Community Service Organization (CSO). Renewal will be subject to CSO satisfying the requirements outlined in this agreement.

TERM: The term of this agreement shall be for a three (3) year agreement starting on January 1, 2024, and ending on December 31, 2026. At any time should the nature or scope of the CSO change, or the President or designee change, the agreement still stands for the duration of the term.

- A. The District has provided snack bar(s) and the equipment that included within those snack bars.
- B. The District reserves the right to cancel or suspend facility or field use permits for games, practices, and other uses whenever field conditions could result in injury to players or damage to the fields. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application. The snack bar may not be operational at these times.
- C. The CSO agrees to pay the District the sum of \$1 annually for the use of snack bar(s).
- D. The CSO shall pay for all services necessary or desirable to properly maintain and operate the snack bars during the term of the agreement including, although not limited to: Utility costs contribution, Inspections, Certification and Licensing or permits, equipment operation and upkeep, and such other services and costs as deemed appropriate by the General Manager of the District. The CSO shall be responsible for reimbursing the District for all costs associated with the operation of the snack bar facilities. These costs include, but are not limited to; utility expenses, health permits, backflow testing (soda machine), equipment maintenance and testing, and costs to repair any damage caused by the CSO to existing fixtures.
- E. The CSO understands that operation of the snack bar must be in compliance with the Ventura County Health Department codes and requirements and is responsible to pay all Ventura County Health Department fees, penalties or other costs during the term of this agreement. The CSO shall have a designated organizer complete an Environmental Health Division - Temporary Food Facility (EHD-TFF) food safety course during the term of this agreement and provide District with a copy of certification.

- F.** The CSO shall, exclusively, operate the snack bar(s) at all designated events within at above listed park(s). Events may include scheduled league games for youth soccer, youth/adult softball, baseball, etc., tournaments, competitions and/or special events as requested and agreed upon by both the CSO and the District. The District has the right to use the snack bar with prior notice to the CSO for District held events at that park.
- G.** The CSO is responsible for staffing the snack bar(s) with paid or volunteer staff. Volunteers/Staff must be at least 16 years of age and be supervised at all times by an adult 18 years of age or older. The CSO shall be in compliance with state and/or federal labor laws.
- H.** The CSO shall provide other CSOs with ice from the ice machine during league play when requested by the group.
- I.** The CSO shall not allow other outside Organizations to operate snack bars during the term of this agreement.
- J.** Pleasant Valley Fields snack bar operator agrees to be in compliance with staffing the snack bar within two – thousand (2000) “man hours” of volunteer and/or paid work. The CSO shall track the recorded number of hours worked by volunteers and paid staff and provide this information to District staff on a quarterly basis.
- K.** The CSO, after the completion of a term, upon termination, or upon a mutually agreed upon time with the District, must leave all District owned equipment in original working condition and leave all permanent fixture inside snack bar(s).

The CSO and District reserve the right to terminate this Snack Bar Agreement with a 60-day written notice. If the organization is terminated from this agreement, any outside food vendors must have prior approval from the District.

ATTACHMENT L

Penal Code Sections 11165.7 and 11166

California Penal Code § 11166. Report of child abuse or neglect; mandated report; liability for failure to report; report by county probation or welfare department, or law enforcement agency, to investigatory agency and district attorney.

(a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in the mandated reporter's professional capacity or within the scope of the mandated reporter's employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any nonprivileged documentary evidence the mandated reporter possesses relating to the incident.

(1) For purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred, nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For purposes of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified, and a report shall be prepared and sent by fax or electronic transmission, even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) A report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If, after reasonable efforts, a mandated reporter is unable to submit an initial report by telephone, the mandated reporter shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which the mandated reporter filed the report. A mandated reporter who files a one-time automated written report because the mandated reporter was unable to submit an initial report by telephone is not required to submit a written follow-up report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written follow-up report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the statewide

child welfare information system. The department shall work with stakeholders to modify reporting forms and the statewide child welfare information system as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the statewide child welfare information system is updated to capture the information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) This section does not supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) A mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals the mandated reporter's failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d)(1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of the clergy member's church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of the clergy member's church, denomination, or organization, has a duty to keep those communications secret.

(2) This subdivision does not modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3)(A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in the clergy member's professional capacity or within the scope of the clergy member's employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e)(1) A commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of that person's professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall, immediately or as soon as practicably possible, telephonically report the instance of reasonably suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written follow-up report of the incident with a copy of the image or material attached.

(2) A commercial computer technician who has knowledge of or observes, within the scope of the technician's professional capacity or employment, any representation of information, data, or an image, including, but not limited to, any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of reasonably suspected abuse to the law enforcement agency located in the county in which the images or materials are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written follow-up report of the incident with a brief description of the images or materials.

(3) For purposes of this article, "commercial computer technician" includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (43) of subdivision (a) of Section 11165.7.

(4) As used in this subdivision, "electronic medium" includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.

(5) As used in this subdivision, "sexual conduct" means any of the following:

(A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(B) Penetration of the vagina or rectum by any object.

(C) Masturbation for the purpose of sexual stimulation of the viewer.

(D) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.

(E) Exhibition of the genitals, pubic, or rectal areas of a person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, the mandated reporter makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom the person knows, or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in the person's private capacity and not in the person's professional capacity or within the scope of the person's employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or reasonably suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i)(1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article. An internal policy shall not direct an employee to allow the employee's supervisor to file or process a mandated report under any circumstances.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose the employee's identity to the employer.

(3) Reporting the information regarding knowledge of or reasonably suspected child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j)(1) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or reasonably suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child that relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send by fax or electronic transmission a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(2) A county probation or welfare department shall immediately, and in no case in more than 24 hours, report to the law enforcement agency having jurisdiction over the case after receiving information that a child or youth who is receiving child welfare services has been identified as the victim of commercial sexual exploitation, as defined in subdivision (d) of Section 11165.1.

(3) When a child or youth who is receiving child welfare services and who is reasonably believed to be the victim of, or is at risk of being the victim of, commercial sexual exploitation, as defined in Section 11165.1, is missing or has been abducted, the county probation or welfare department shall immediately, or in no case later than 24 hours from receipt of the information, report the incident to the appropriate law enforcement authority for entry into the National Crime Information Center database of the Federal Bureau of Investigation and to the National Center for Missing and Exploited Children.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or reasonably suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or reasonably suspected instance of child abuse or neglect reported to it that is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send by fax or electronic transmission a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

California Penal Code § 11165.7. "Mandated reporter" defined.

(a) As used in this article, "mandated reporter" is defined as any of the following:

(1) A teacher.

(2) An instructional aide.

(3) A teacher's aide or teacher's assistant employed by a public or private school.

(4) A classified employee of a public school.

(5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of a public or private school.

(6) An administrator of a public or private day camp.

(7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.

- (8) An administrator, board member, or employee of a public or private organization whose duties require direct contact and supervision of children, including a foster family agency.
- (9) An employee of a county office of education or the State Department of Education whose duties bring the employee into contact with children on a regular basis.
- (10) A licensee, an administrator, or an employee of a licensed community care or child daycare facility.
- (11) A Head Start program teacher.
- (12) A licensing worker or licensing evaluator employed by a licensing agency, as defined in Section 11165.11.
- (13) A public assistance worker.
- (14) An employee of a childcare institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- (15) A social worker, probation officer, or parole officer.
- (16) An employee of a school district police or security department.
- (17) A person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in a public or private school.
- (18) A district attorney investigator, inspector, or local child support agency caseworker, unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
- (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.
- (20) A firefighter, except for volunteer firefighters.
- (21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- (22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- (23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- (24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- (25) An unlicensed associate marriage and family therapist registered under Section 4980.44 of the Business and Professions Code.

(26) A state or county public health employee who treats a minor for venereal disease or any other condition.

(27) A coroner.

(28) A medical examiner or other person who performs autopsies.

(29) A commercial film and photographic print or image processor as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print or image processor" means a person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, or who prepares, publishes, produces, develops, duplicates, or prints any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image, for compensation. The term includes any employee of that person; it does not include a person who develops film or makes prints or images for a public agency.

(30) A child visitation monitor. As used in this article, "child visitation monitor" means a person who, for financial compensation, acts as a monitor of a visit between a child and another person when the monitoring of that visit has been ordered by a court of law.

(31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:

(A) "Animal control officer" means a person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.

(B) "Humane society officer" means a person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.

(32) A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.

(33) Any custodian of records of a clergy member, as specified in this section and subdivision (d) of Section 11166.

(34) An employee of any police department, county sheriff's department, county probation department, or county welfare department.

(35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 5.655 of the California Rules of Court.

(36) A custodial officer, as defined in Section 831.5.

(37) A person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.

(38) An alcohol and drug counselor. As used in this article, an “alcohol and drug counselor” is a person providing counseling, therapy, or other clinical services for a state licensed or certified drug, alcohol, or drug and alcohol treatment program. However, alcohol or drug abuse, or both alcohol and drug abuse, is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

(39) A clinical counselor trainee, as defined in subdivision (g) of Section 4999.12 of the Business and Professions Code.

(40) An associate professional clinical counselor registered under Section 4999.42 of the Business and Professions Code.

(41) An employee or administrator of a public or private postsecondary educational institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

(42) An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive.

(43)(A) A commercial computer technician as specified in subdivision (e) of Section 11166. As used in this article, “commercial computer technician” means a person who works for a company that is in the business of repairing, installing, or otherwise servicing a computer or computer component, including, but not limited to, a computer part, device, memory storage or recording mechanism, auxiliary storage recording or memory capacity, or any other material relating to the operation and maintenance of a computer or computer network system, for a fee. An employer who provides an electronic communications service or a remote computing service to the public shall be deemed to comply with this article if that employer complies with Section 2258A of Title 18 of the United States Code.

(B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for the purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.

(44) Any athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary educational institutions.

(45) An individual certified by a licensed foster family agency as a certified family home, as defined in Section 1506 of the Health and Safety Code.

(46) An individual approved as a resource family, as defined in Section 1517 of the Health and Safety Code and Section 16519.5 of the Welfare and Institutions Code.

(47) A qualified autism service provider, a qualified autism service professional, or a qualified autism service paraprofessional, as defined in Section 1374.73 of the Health and Safety Code and Section 10144.51 of the Insurance Code.

(48) A human resource employee of a business subject to Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code that employs minors. For purposes of this section, a "human resource employee" is the employee or employees designated by the employer to accept any complaints of misconduct as required by Chapter 6 (commencing with Section 12940) of Part 2.8 of Division 3 of Title 2 of the Government Code.

(49) An adult person whose duties require direct contact with and supervision of minors in the performance of the minors' duties in the workplace of a business subject to Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code is a mandated reporter of sexual abuse, as defined in Section 11165.1. Nothing in this paragraph shall be construed to modify or limit the person's duty to report known or suspected child abuse or neglect when the person is acting in some other capacity that would otherwise make the person a mandated reporter.

(b) Except as provided in paragraph (35) of subdivision (a), volunteers of public or private organizations whose duties require direct contact with and supervision of children are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect to an agency specified in Section 11165.9.

(c)(1) Except as provided in subdivision (d) and paragraph (2), employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

(2) Employers subject to paragraphs (48) and (49) of subdivision (a) shall provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. The training requirement may be met by completing the general online training for mandated reporters offered by the Office of Child Abuse Prevention in the State Department of Social Services.

(d) Pursuant to Section 44691 of the Education Code, school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall annually train their employees and persons working on their behalf specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws. The training shall include, but not necessarily be limited to, training in child abuse and neglect identification and child abuse and neglect reporting.

(e)(1) On and after January 1, 2018, pursuant to Section 1596.8662 of the Health and Safety Code, a childcare licensee applicant shall take training in the duties of mandated reporters under the child abuse reporting laws as a condition of licensure, and a childcare administrator or an employee of a licensed child daycare facility shall take training in the duties of mandated reporters during the first 90 days when that administrator or employee is employed by the facility.

(2) A person specified in paragraph (1) who becomes a licensee, administrator, or employee of a licensed child daycare facility shall take renewal mandated reporter training every two years following the date on which that person completed the initial mandated reporter training. The training shall include, but not necessarily be limited to, training in child abuse and neglect identification and child abuse and neglect reporting.

(f) Unless otherwise specifically provided, the absence of training shall not excuse a mandated reporter from the duties imposed by this article.

(g) Public and private organizations are encouraged to provide their volunteers whose duties require direct contact with and supervision of children with training in the identification and reporting of child abuse and neglect.

Attachment “M”
Liability Insurance Requirements

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be at least as broad as and include or state the following:

- Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- Insured:** Must match entity named within the agreement.
- Insurer’s Affording Coverage:** Must have an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the District.
- Policy Effective/Expiration Date:** Must cover dates of service or event.
- Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." ****Include name, date, time, and location of event when applicable.*
- Certificate Holder:** Must read “Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010” (*No abbreviations accepted*)

Additional Insured Endorsement (AIE) – Endorsement must include or state the following:

- Policy Number:** Must match policy numbers on COI.
- Additional Insured – Designated Person or Organization:** Must state “This endorsement changes the policy.”
- Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read ““Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees.””

Notice of Cancellation – A cancellation clause shall state the following:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.”

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PVRPD.

In witness whereof, District and Operator have executed this Agreement on

(date)_____at Camarillo, California.

“District”:

Pleasant Valley Recreation and Park District,
a California Special District

By: _____

Its: General Manager

Date: _____

ATTEST:

“CSO”

Community Service Organization Title:_____

(Signature)

By (Name):

Its (Title):

Date: _____

(Signature)

By (Name):

Its (Title):

Date: _____

Organization Address:

(Street)

(City)

(Zip)

2023-2026 Community Service Organization (“CSO”) Agreement Checklist

(Organization)

<u>Agreement Item</u>	<u>Date Submitted</u>	<u>LB/MO Initials</u>	
☐ Agreement signed by the CSO’s President/VP	_____	_____	_____
☐ General Liability Insurance	_____	_____	_____
☐ Renters Insurance (if applicable)	_____	_____	_____
☐ Worker’s Compensation Insurance	_____	_____	_____
☐ Sexual Abuse Molestation	_____	_____	_____
☐ Force Majeure – Permit/Facility Use Agreement	_____	_____	_____
☐ Inclement Weather Plan	_____	_____	_____
☐ Emergency Action Plan	_____	_____	_____
☐ Heat Illness Prevention Plan	_____	_____	_____
☐ AB 2007 signed letter submitted	_____	_____	_____
☐ AB 1 signed letter submitted	_____	_____	_____
☐ Signed letter regarding background screenings	_____	_____	_____
☐ Most Recent Form 990	_____	_____	_____
☐ Most Recent Bylaws	_____	_____	_____
☐ Most Recent Annual Update completed	_____	_____	_____
☐ Copy of non-profit status submitted	_____	_____	_____
☐ Snack Bar Agreement signed by the CSO’s President/VP	_____	_____	_____
☐ Health Division Food Safety Course completed	_____	_____	_____
☐ Penal Code Sections 11165.7	_____	_____	_____

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

TO: BOARD OF DIRECTORS

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

DATE: December 7, 2023

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 753, APPROVING THE SECOND AMENDMENT OF THE SEIU-MOU 2021-2024, AND RESOLUTION NO. 754 ADOPTING A NEW SALARY SCHEDULE EFFECTIVE IN DECEMBER 2023 WITH SALARY INCREASES FOR UNREPRESENTED FULL-TIME, PART-TIME YEAR-ROUND, AND PART-TIME EMPLOYEES AND RESOLUTION NO. 755 ADOPTING A NEW SALARY SCHEDULE FOR NEW STATE MINIMUM WAGE AS OF JANUARY 1, 2024

BACKGROUND

On October 4, 2023, the Board reviewed and accepted the classification and compensation report prepared by Evergreen Solutions. As a part of this report, Evergreen proposed a revised salary schedule to correct inconsistencies and provide market-competitive salary ranges. The proposed adjustment is based on the implementation of the Evergreen Solutions hybrid-parity model, ensuring fairness and equity in compensation within the newly established salary range. This adjustment aims to maintain competitiveness in the job market.

ANALYSIS

In response to the Board's direction, the District's and Union's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA) regarding certain modifications to the PVRPD-SEIU MOU 2021-24. These conversations have led to a tentative agreement to implement the salary schedule and hybrid-parity strategy, as well as ensuring all employees received at least a 1.5% salary increase within the newly established salary range, with no employee receiving a salary outside of the new salary range.

There are two changes to the PVRPD-SEIU MOU 2021-24:

1. ARTICLE 16 – SALARY PLAN shall be modified by including an additional Section G:
In accordance with this amendment, all Union represented Employees shall receive a salary increase of at least 1.5% through the implementation of the Evergreen

Solutions hybrid-parity within the newly established salary range, with no employee receiving a salary outside of the new salary range.

2. Appendix B:

The parties agree to amend the MOU to incorporate changes to the Salary Schedule. The revised Salary Schedule will reflect adjustments consistent with the updated and approved salary range.

These changes will apply for all unrepresented full-time, part-time year-round, and part-time employees as well.

In addition to the changes as a result of the Class and Compensation Study conducted by Evergreen Solutions, the State of California is increasing the state minimum wage to \$16 per hour on January 1, 2024, requiring the approval of the Board. There will be a separate resolution to address this increase as of January 1, 2024.

FISCAL IMPACT

There will be 103 employees that will receive a salary increase as of December 16, 2023. This will equate to \$45,778.61 in total salary payments to employees, plus necessary payroll taxes of \$5,175.63, for a total payroll increase in Fiscal Year 2023-2024 of \$50,954.24.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy:

- 5.1: Position the District to attract and retain high-quality employees.

RECOMMENDATION

Staff recommends the Board adopt:

- 1) Resolution No. 753 to amend the SEIU-MOU 2021-2024, and
- 2) Resolution No. 754 to approve a new Salary Schedule effective December 16, 2023, approving a 1.5% salary increase for all unrepresented, including the General Manager, and represented full-time, part-time year-round, and part-time staff, and
- 3) Resolution No. 755 to adopt a new Salary Schedule effective January 1, 2024, to address the new state minimum wage of \$16 per hour.

ATTACHMENTS

- 1) Resolution No. 753 to Adopt a Second Amendment to the SEIU-MOU 2021-2024 (4 pages)
- 2) Resolution No. 754 to Adopt a New Salary Schedule and Approve Salary Increases to Unrepresented Employees (3 pages)
- 3) Resolution No. 755 to Adopt a New Salary Schedule for new State Minimum Wage as of January 1, 2024 (2 pages)

RESOLUTION NO. 753

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
APPROVING AND ADOPTING THE SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT
VALLEY RECREATION AND PARK DISTRICT AND SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 721
REPRESENTING PVRPD EMPLOYEES
JULY 1, 2021 – JUNE 30, 2024**

WHEREAS, on February 3, 2022, the Board of Directors (“Board”) of the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) approved, adopted and implemented the Memorandum of Understanding between the District and Service Employees International Union Local 721 (“SEIU” or “Union”) representing PVRPD Employees for the term July 1, 2021 – June 30, 2024 (“PVRPD-SEIU MOU 2021-24”).

WHEREAS, the Meyers-Milias-Brown Act (“MMBA”), Gov’t Code Sections 3500-3511, specifically Section 3505, requires the governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of a recognized employee organizations, as defined in subdivision (b) of Section 3501.

WHEREAS, SEIU has been formally recognized by the District as the employee organization representing certain designated classification of employees of the District pursuant to subdivision (b) of Section 3501.

WHEREAS, the District’s and the Union’s authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the MMBA regarding certain modifications to the PVRPD-SEIU MOU 2021-24 to implement a new District salary schedule and provide a salary increase of at least 1.5% through the implementation of the Evergreen Solutions hybrid-parity within the newly established salary range, with no employee receiving a salary outside of the new salary range.

WHEREAS, the authorized representatives of the District and SEIU reached a tentative agreement on the matter and prepared and signed a Second Amendment to the PVRPD-SEIU MOU 2021-24 to implement a new District salary schedule and provide a salary increase of at least 1.5% through the implementation of the Evergreen Solutions hybrid-parity within the newly established salary range, with no employee receiving a salary outside of the new salary range, which is attached hereto as Exhibit “A.”

WHEREAS, Government Code Section 3505.1 provides that, where a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization or recognized employee organizations, the governing body of the public agency shall

vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the Board of Directors of the Pleasant Valley Recreation and Park District hereby accepts, adopts and implements the Second Amendment to the PVRPD-SEIU MOU 2021-24, a fully executed copy of which is attached hereto and by this reference made a part hereof.

Section 2. This Resolution is effective on the date of its adoption, The increases authorized herein shall be made on the next payroll period in December 2023.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of December, 2023, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

**Elaine Magner, Chairman
PVRPD Board of Directors**

(SEAL)

ATTEST:

**Bev Dransfeldt, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

Attachment A: Second Amendment to the PVRPD/SEIU MOU 2021-24

**Second Amendment to the Memorandum of Understanding
between Pleasant Valley Recreation and Park District and
Service Employees International Union Local 721
effective July 1, 2021, through June 30, 2024**

This Second Amendment to the Memorandum of Understanding between the Pleasant Valley Recreation And Park District (“District”) and Service Employees International Union Local 721 (“Union”) effective July 1, 2021, through June 30, 2024 (“PVRPD-SEIU L721 MOU 2021-24”) is made and entered into by and between the District and the Union.

R E C I T A L S:

WHEREAS, on February 3, 2022, the District’s Board of Director’s approved, adopted and implemented the PVRPD-SEIU L721 MOU 2021-24;

WHEREAS, the District’s and the Union’s authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov’t Code Sections 3500-3511, regarding the results of the classification and compensation study prepared for the District by Evergreen Solutions, LLC. As a part of this conversation, representatives discussed a proposed new District salary schedule and how to implement with consideration of represented employee current salaries to the PVRPD-SEIU L721 MOU 2021-24;

WHEREAS, the District and the Union now desire to amend the PVRPD-SEIU L721 MOU 2021-24 based upon the District’s recent classification and compensation study report to modify compensation provisions of the PVRPD-SEIU L721 MOU 2021-24, which modified terms were ratified by the Union’s membership;

WHEREAS, the District and the Union have jointly prepared this Second Amendment to the PVRPD-SEIU L721 MOU 2021-24 to reflect the agreed upon compensation changes, and are jointly presenting same to the District’s Board of Directors for determination pursuant to Government Code section 3505.1;

WHEREAS, except as expressly provided for in this Second Amendment to the PVRPD-SEIU L721 MOU 2021-24, all other provisions of the PVRPD-SEIU L721 MOU 2021-24 shall remain in full force and effect; and

WHEREAS, the parties acknowledge that this Second Amendment to the PVRPD-SEIU L721 MOU 2021-24 shall not be in full force and effect until adopted by resolution by the District’s Board of Directors.

NOW, THEREFORE, the parties agree that the above Recitals are true and correct and incorporated in full into the PVRPD-SEIU L721 MOU 2021-24 by this reference and through the mutual agreement that the PVRPD-SEIU L721 MOU 2021-24 is further amended in the following particulars only and made effective as indicated:

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN PLEASANT VALLEY RECREATION AND PARK DISTRICT AND SEIU LOCAL 721 EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

ARTICLE 16 – SALARY PLAN shall be modified by including an additional Section G as set forth below:

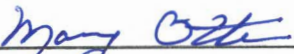
- G. In accordance with this Second Amendment, all Union represented Employees shall receive a salary increase of at least 1.5% through the implementation of the Evergreen Solutions hybrid-parity within the newly established salary range, with no employee receiving a salary outside of the new salary range effective the first full pay period after adoption of this Second Amendment.

APPENDIX B shall be modified to include the implementation of the attached new Salary Schedule based upon the Evergreen Solutions hybrid-parity effective the first full pay period after adoption of this Second Amendment.

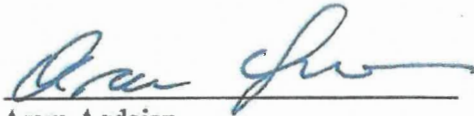
This Second Amendment shall be considered an integral part of the existing MOU between the parties.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

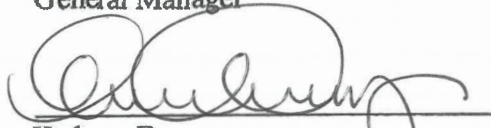
SEIU LOCAL 721




Mary Otten
General Manager



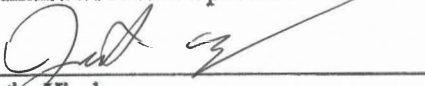
Aram Agdaian
SEIU Negotiator



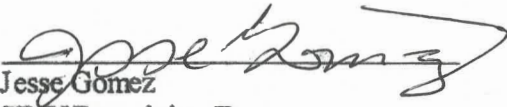
Kathryn Drewry
Human Resources Specialist



Revi Levi
SEIU Work Site Organizer



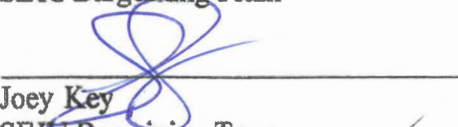
Justin Kiraly
Administrative Services Manager



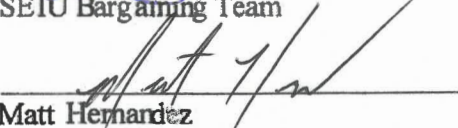
Jesse Gomez
SEIU Bargaining Team



Colin Tanner, Special Counsel/Labor
Negotiator



Joey Key
SEIU Bargaining Team



Matt Hernandez
SEIU Work Site Organizer

RESOLUTION NO. 754

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A NEW SALARY SCHEDULE EFFECTIVE IN DECEMBER 2023 WITH SALARY INCREASES FOR THE GENERAL MANAGER AND UNREPRESENTED FULL TIME, PART TIME YEAR-ROUND, AND PART TIME EMPLOYEES

WHEREAS, the Pleasant Valley Recreation and Park District ("District") has a commitment to maintain a fair and competitive compensation program to attract, retain, and motivate a highly skilled workforce;

WHEREAS, the District recently hired Evergreen Solutions to complete a comprehensive classification and compensation study;

WHEREAS, the Board of Directors has reviewed and accepted the report prepared by Evergreen Solutions on October 4, 2023;

WHEREAS, Evergreen Solutions proposed an updated salary schedule to correct for inconsistencies and to provide market competitive salary ranges included in their report;

WHEREAS, Evergreen Solutions proposed a hybrid-parity implementation strategy to coincide with the updated salary schedule included in their report;

WHEREAS, the District desires to provide fair and equitable wages for their employees;

NOW, THEREFORE, the Board of Directors of the Pleasant Valley Recreation and Park District does hereby resolve as follows:

1. The salary schedule attached hereto as Exhibit A is hereby adopted as the official salary schedule of the District effective December 16, 2023.
2. The District will provide a salary increase of at least 1.5% through the implementation of the Evergreen Solutions hybrid-parity within the newly established salary range, with no employee receiving a salary outside of the new salary range, for the General Manager and all unrepresented full time, part time year-round, and part time employees.
3. The District's Administrative Services Manager is authorized and directed to implement the new salary schedule in accordance with the District's payroll procedures.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of December 2023 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

**Elaine Magner, Chairman
PVRPD Board of Directors**

(SEAL)

ATTEST:

**Bev Dransfeldt, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

Attachment A: Revised Salary Schedule 2023-2024



CLASSIFICATIONS AND SALARY RANGES

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Part-Time Pay Plan			
P101	\$ 1,240.00	\$ 1,426.00	\$ 1,612.00
P102	\$ 1,364.00	\$ 1,568.60	\$ 1,773.20
P103	\$ 1,720.00	\$ 1,978.00	\$ 2,236.00
P104	\$ 1,984.00	\$ 2,281.60	\$ 2,579.20
Full-Time Pay Plan			
F101	\$ 1,673.46	\$ 1,924.47	\$ 2,175.49
F101B	\$ 1,722.46	\$ 1,980.83	\$ 2,239.20
F102	\$ 1,840.80	\$ 2,116.92	\$ 2,393.04
F103	\$ 2,024.88	\$ 2,328.61	\$ 2,632.35
F103B	\$ 2,070.40	\$ 2,351.37	\$ 2,632.35
F104	\$ 2,227.53	\$ 2,561.66	\$ 2,895.79
F105	\$ 2,450.29	\$ 2,817.83	\$ 3,185.37
F106	\$ 2,695.32	\$ 3,099.61	\$ 3,503.91
F107	\$ 2,964.85	\$ 3,409.58	\$ 3,854.30
F108	\$ 3,261.33	\$ 3,750.53	\$ 4,239.73
F109	\$ 3,587.47	\$ 4,125.59	\$ 4,663.71
F110	\$ 3,946.21	\$ 4,538.14	\$ 5,130.08
F111	\$ 4,340.83	\$ 4,991.96	\$ 5,643.08
F112	\$ 4,774.92	\$ 5,491.15	\$ 6,207.39
F113	\$ 5,252.41	\$ 6,040.27	\$ 6,828.13
F114	\$ 5,777.65	\$ 6,644.30	\$ 7,510.94

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Part-Time Pay Plan			
P101	\$ 15.50	\$ 17.83	\$ 20.15
P102	\$ 17.05	\$ 19.61	\$ 22.17
P103	\$ 21.50	\$ 24.73	\$ 27.95
P104	\$ 24.80	\$ 28.52	\$ 32.24
Full-Time Pay Plan			
F101	\$ 20.92	\$ 24.06	\$ 27.19
F101B	\$ 21.53	\$ 24.76	\$ 27.99
F102	\$ 23.01	\$ 26.46	\$ 29.91
F103	\$ 25.31	\$ 29.11	\$ 32.90
F103B	\$ 25.88	\$ 29.39	\$ 32.90
F104	\$ 27.84	\$ 32.02	\$ 36.20
F105	\$ 30.63	\$ 35.22	\$ 39.82
F106	\$ 33.69	\$ 38.75	\$ 43.80
F107	\$ 37.06	\$ 42.62	\$ 48.18
F108	\$ 40.77	\$ 46.88	\$ 53.00
F109	\$ 44.84	\$ 51.57	\$ 58.30
F110	\$ 49.33	\$ 56.73	\$ 64.13
F111	\$ 54.26	\$ 62.40	\$ 70.54
F112	\$ 59.69	\$ 68.64	\$ 77.59
F113	\$ 65.66	\$ 75.50	\$ 85.35
F114	\$ 72.22	\$ 83.05	\$ 93.89

Grade	Title
P101	Human Resources Generalist
	Landscape Custodian
	Lifeguard
	Office Assistant
	Recreation Leader
P102	Aquatics Center Assistant Manager
	Senior Recreation Leader
P104	Park Ranger
F101	Customer Service Representative I
F101B	Recreation Specialist
F102	Customer Service Representative II
	Grounds Facilities I
	Marketing Specialist
F103	Customer Service Representative Lead Worker
F103B	Grounds Facilities II
F104	Accounting Specialist
F105	HR Specialist
	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker
	Recreation Coordinator
F107	Administrative Analyst
	Development Analyst
	Parks Supervisor
	Recreation Supervisor
F109	Recreation Manager
F110	Park Services Manager
F112	Administrative Services Manager
F114	General Manager

RESOLUTION NO. 755

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A NEW SALARY SCHEDULE EFFECTIVE JANUARY 1, 2024, TO ADDRESS NEW STATE MINIMUM WAGE

WHEREAS, the Pleasant Valley Recreation and Park District ("District") has a commitment to maintain a fair and competitive compensation program to attract, retain, and motivate a highly skilled workforce;

WHEREAS, the State of California is increasing the state minimum wage to \$16.00 per hour effective January 1, 2024;

WHEREAS, the District operates out of the State of California;

WHEREAS, the District desires to provide fair and equitable wages for their employees;

NOW, THEREFORE, the Board of Directors of the Pleasant Valley Recreation and Park District does hereby resolve as follows:

1. The salary schedule attached hereto as Exhibit A is hereby adopted as the official salary schedule of the District effective January 1, 2024.
2. The District will ensure all employees are paid at least the minimum wage.
3. The District's Administrative Services Manager is authorized and directed to implement the new salary schedule in accordance with the District's payroll procedures.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of December 2023 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

**Elaine Magner, Chairman
PVRPD Board of Directors**

(SEAL)

ATTEST:

**Bev Dransfeldt, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

Attachment A: Revised Salary Schedule January 1, 2024



CLASSIFICATIONS AND SALARY RANGES

Effective January 1, 2024

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Part-Time Pay Plan			
P101	\$ 1,280.00	\$ 1,472.00	\$ 1,664.00
P102	\$ 1,408.00	\$ 1,619.20	\$ 1,830.40
P103	\$ 1,720.00	\$ 1,978.00	\$ 2,236.00
P104	\$ 1,984.00	\$ 2,281.60	\$ 2,579.20
Full-Time Pay Plan			
F101	\$ 1,673.46	\$ 1,924.47	\$ 2,175.49
F101B	\$ 1,722.46	\$ 1,980.83	\$ 2,239.20
F102	\$ 1,840.80	\$ 2,116.92	\$ 2,393.04
F103	\$ 2,024.88	\$ 2,328.61	\$ 2,632.35
F103B	\$ 2,070.40	\$ 2,351.37	\$ 2,632.35
F104	\$ 2,227.53	\$ 2,561.66	\$ 2,895.79
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F111	\$ 4,340.83	\$ 4,991.96	\$ 5,643.08
F112	\$ 4,774.92	\$ 5,491.15	\$ 6,207.39
F113	\$ 5,252.41	\$ 6,040.27	\$ 6,828.13
F114	\$ 5,777.65	\$ 6,644.30	\$ 7,510.94

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Part-Time Pay Plan			
P101	\$ 16.00	\$ 18.40	\$ 20.80
P102	\$ 17.60	\$ 20.24	\$ 22.88
P103	\$ 21.50	\$ 24.73	\$ 27.95
P104	\$ 24.80	\$ 28.52	\$ 32.24
Full-Time Pay Plan			
F101	\$ 20.92	\$ 24.06	\$ 27.19
F101B	\$ 21.53	\$ 24.76	\$ 27.99
F102	\$ 23.01	\$ 26.46	\$ 29.91
F103	\$ 25.31	\$ 29.11	\$ 32.90
F103B	\$ 25.88	\$ 29.39	\$ 32.90
F104	\$ 27.84	\$ 32.02	\$ 36.20
F105	\$ 30.63	\$ 35.22	\$ 39.82
F106	\$ 33.69	\$ 38.75	\$ 43.80
F107	\$ 37.06	\$ 42.62	\$ 48.18
F108	\$ 40.77	\$ 46.88	\$ 53.00
F109	\$ 44.84	\$ 51.57	\$ 58.30
F110	\$ 49.33	\$ 56.73	\$ 64.13
F111	\$ 54.26	\$ 62.40	\$ 70.54
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F114	\$ 72.22	\$ 83.05	\$ 93.89

Grade	Title
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	Landscape Custodian
	Lifeguard
	Office Assistant
	Recreation Leader
P102	Aquatics Center Assistant Manager
	Senior Recreation Leader
P104	Park Ranger
F101	Customer Service Representative I
F101B	Recreation Specialist
F102	Customer Service Representative II
	Grounds Facilities I
	Marketing Specialist
F103	Customer Service Representative Lead Worker
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F105	HR Specialist
	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker
F107	Recreation Coordinator
	Administrative Analyst
	Development Analyst
	Parks Supervisor
F109	Recreation Supervisor
	Recreation Manager
F110	Park Services Manager
F112	Administrative Services Manager
F114	General Manager

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Services Manager

DATE: December 7, 2023

SUBJECT: CONSIDERATION AND APPROVAL FOR A PURCHASE ORDER AND DRAWDOWN FOR URGENCY REPAIR COSTS FOR REPAIR OF PLAYGROUND RUBBERIZED SURFACING AT THE COMMUNITY CENTER WITH GREAT WESTERN RECREATION/GAME TIME FOR AN AMOUNT NOT TO EXCEED \$65,882.03

BACKGROUND

Staff has identified a safety concern with the delamination of the Community Center playground's rubberized Pour-in-Place (PIP) safety surfacing. Recent tampering/peeling of the surface from users has resulted in an accelerated degradation of the wear course and has challenged its integrity as a suitable surface to transverse across.

The Community Center playground was installed in 2010 and resides on an approximate 4,203 square foot footprint of the Community Center campus. This playground is one of the District's most heavily used playgrounds due to a high volume of students making the playground a safe pitstop as they are traversing through the park, making their way to and from neighboring schools daily. In addition to the daily student visits, the sheer number of visitors attending programs and events at the Community Center that utilize the playground annually compounds the wear and tear on the playground and its equipment.

During the past 10 years, Staff utilized a contractor to replace the PIP rubber wear course in areas prone to excessive foot friction such as zip-lines, slide exits, swing sets, climbers, and spinners in addition Staff has made several small repairs to the rubber playground surfacing to address deficiencies resulting from wear and tear and PIP failure.

ANALYSIS

The majority of the playground surface is in poor condition due to advanced deterioration and vandalism of the rubber Pour-in-Place (PIP) surfacing and needs immediate repair. Staff met with playground equipment vendors for their expert evaluation regarding the rubberized surface and received repair options. Based on the overall condition of the rubber PIP playground surface and their recommendation, the most economical and fiscally practical way to extend the service life of the playground safety surfacing for an additional 5-7 years is to install an overlay combination of PIP rubber artificial turf over the entire safety surface.

As part of the project, the vendor would remove loose and/or compromised rubber surfacing and patch voids with new base course rubber, then apply an inch and a half (1- ½”) overlay of TPV (Thermoplastic Vulcanizate) to the high wear areas of the playground. This layer will assist with the heavy wear areas under the swings and spinners where high friction is prevalent. A TPV surface offers greater wearability and represents the highest-quality rubberized surfacing product on the market. All other areas will receive an overlay of artificial turf that is approved for playground surfacing. This method of repair will reduce the overall cost of the project by more than half vs. complete replacement. In addition, a standard five-year warranty for the product will be provided for the TVP rubber and artificial turf overlay.

Staff has utilized the Omnia® Purchasing Alliance as the mechanism to receive the proposal for the playground surfacing and installation. Omnia® is a national public and private sector purchasing cooperative that helps reduce the costs of goods and services by leveraging the purchasing power which ensures that all agencies are receiving products and services of the highest quality at the lowest price. In every case, the Omnia® prices have allowed the District to utilize substantial cost savings. The Omnia® contract was awarded to PlayCore Wisconsin, Inc. dba. GameTime® is designed to provide playground and outdoor fitness equipment, site accessories, surfacing, and related products and services. Great Western Recreation is the California distributor for PlayCore/GameTime® and is recommended to complete the repairs. If approved, the repair can be scheduled for early 2024 when park use and scheduled events are minimal. It is estimated this project will span approximately two (2) weeks from start to finish barring rain.

FISCAL IMPACT

The total project cost of the repair is projected at \$59,892.75. Staff is recommending the inclusion of a 10% contingency for a grand total of \$65,882.03. A summary of project scope and materials for repairs and a listing of costs is included in Attachment 1. Staff is requesting a drawdown of funds from Capital Reserves to cover the costs of the emergency repair.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal:

- 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

RECOMMENDATION

Staff recommends the approval of a purchase order and drawdown of Capital Reserves for emergency repairs completed and payable to Great Western Recreation, for an amount of \$59,892.75 plus an additional 10% contingency for unforeseen repairs and labor, for a total not to exceed \$65,882.03.

ATTACHMENTS

- 1) Great Western Recreation Proposal (5 pages)
- 2) Draft Services Agreement (8 pages)

Proposal for
Pleasant Valley Recreation & Park District

Prepared by



11-21-2023
Job # 110598-01

Community Center Park Turf Overlay Option 1C



435-760-5103 | www.gwpark.com

TOTAL PLAY AREA
3790 SF
3477 SF OF TURF
313 SF OF TPV





GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

11/21/2023
 Quote #
 110598-01-04

Community Center Park Turf Overlay Option 1C

Pleasant Valley Recreation & Park District
 Attn: Nick Marienthal
 1605 E Burnley Street
 Camarillo, CA 93010
 Phone: 805-482-5396
 nmarienthal@pvrpd.org

Ship to Zip 93010

Quantity	Part #	Description	Unit Price	Amount
4203	TURF/TTA	GT-Impax - TURF and TTA- **List Price \$73,039.94, discounted per OMNIA Contract 4,203 Total SF 3,790 sf, No CFH Overlay on existing PIP Proplay Plus Includes filling in 300 SF of existing holes in PIP with Buffings Includes 240 LF of Nailer Boards around perimeter Includes 413 SF of TTA Pads No Design Prevailing Wages Based on good job access	\$14.25	\$59,892.75
Contract: OMNIA #2017001134			Sub Total	\$59,892.75
			Total	\$59,892.75

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$915 plus tax if applicable.

Shipping to Site Address:
 1605 E Burnley St
 Camarillo, CA 93010

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Prevailing Wages

OMNIA # 1132289



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

11/21/2023
 Quote #
 110598-01-04

Community Center Park Turf Overlay Option 1C

Remit Payment to:

GameTime
 P.O. Box 680121
 Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
 If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
 Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
 Standard orders with equipment, installation and surfacing are requested to be split billed.
 Equipment, Taxes & Freight as noted above
 Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
 Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
 Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
 Completed Project Information Sheet (if applicable)
 Copies of Payment and Performance Bonds (if applicable)
 A 1.5% per month finance charge will be imposed on all past due invoices.
 Retainage not accepted.
 Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/21/2023
Quote #
110598-01-04

Community Center Park Turf Overlay Option 1C

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$59,892.75** Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

**PLEASANT VALLEY RECREATION & PARK DISTRICT
SERVICES AGREEMENT**

This agreement is made and entered into on this **XXth** day of **December** 2023 between the **PLEASANT VALLEY RECREATION AND PARK DISTRICT**, a public agency ("District"), and **PLAYCORE WISCONSIN, INC. DBA GAMETIME** a California Corporation ("Contractor").

RECITALS

WHEREAS, the District desires to contract with Contractor for certain services necessary for maintenance and repair of the unitary safety surfacing of the playground located at the Community Center Park 1605 East Burnley Street, Camarillo, Ca. 93010 ("Project").

WHEREAS, Contractor represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Contractor shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit "B" and incorporated by reference herein. All work and services by Contractor shall be performed in a diligent and professional manner.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **June 30, 2024**. Contractor shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Contractor to District being that of an independent contractor. Contractor is solely responsible for selecting the means, ~~methods~~methods, and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Contractor will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor or its staff perform the services required herein, except as otherwise set forth herein. ~~Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.~~

Contractor represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of District. ~~The~~ District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Contractor. In the event that Contractor or any staff of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent

contractor for the District, then Contractor shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Contractor or any staff Contractor used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

Contractor will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to Contractor's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.

6. Environmental Laws.

Contractor shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments— Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

7. Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

8. Payment to Contractor

District shall pay Contractor upon completion of the work within thirty (30) days after receipt of Contractor's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. No payment made under this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Total Project Cost Not to Exceed: Sixty-five thousand eight hundred eighty-two dollars and three cents or \$65,882.03

9. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents, and information generated by Contractor in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Contractor. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

10. Insurance

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance in Exhibit "A" – Liability Insurance Requirements.

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered

losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

Workers' Compensation Insurance: A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Contractor access to the Property. Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

11. Indemnification

Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents ("District Parties") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, unless such claims are solely caused by the gross negligence or willful misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement to the District and the District's Parties for all legal expenses and costs incurred by each of them. Contractor's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District or the District's Parties.

12. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

13. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District.

14. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Contractor: Playcore Wisconsin, Inc. dba GameTime.
Attn: Clint Whiteside
544, Chestnut Street
Chattanooga, TN 374002

To District: Pleasant Valley Recreation and Park District
Attn: Matthew Parker
1605 Burnley St.
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

15. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Contractor shall operate as a waiver of the default, of any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

16. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

17. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

18. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

19. Additional Provisions

Contractor agrees that no ~~full-time~~full-time employee of District shall be employed by its firm during the period that this Agreement is in effect.

20. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

21. Conflict of Interest.

Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all ~~conflict of interest~~conflict-of-interest laws and regulations--.

22. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

23. Corporate Authority.

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

[Signatures on following page]

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

CONTRACTOR:
Playcore Wisconsin, Inc. dba GameTime a California
Corporation

By: _____
Name: Clint Whiteside
Its: Director of Sales

By: _____
Name: _____
Its: _____

EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be at least as broad as and include or state the following:

- Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- Insured:** Must match entity named within the agreement.
- Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- Policy Effective/Expiration Date:** Must cover dates of service or event.
- Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." ****Include name, date, time, and location of event when applicable.*
- Certificate Holder:** Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" (*No abbreviations accepted*)

Additional Insured Endorsement (AIE) – Endorsement must include or state the following:

- Policy Number:** Must match policy numbers on COI.
- Additional Insured – Designated Person or Organization:** Must state "This endorsement changes the policy."
- Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees."

Notice of Cancellation – A cancellation clause shall state the following:

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

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PVRPD.

EXHIBIT "B"
SCOPE OF WORK

Contractor will furnish all labor and materials necessary to complete work as identified in Proposal #110598-01-04, [Option 1C](#) (attached)

Furnish and Install

- 4,203 Total sf. of GT-Impax - TURF and TTA- Overlay on existing PIP
- 3,790 sf, GT-Impax – TURF
- 300 SF of existing holes in PIP with Buffings
- 240 LF of Nailer Boards around perimeter
- 413 SF of TTA Pads

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

TO: BOARD OF DIRECTORS

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

DATE: December 7, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF CONVERTING
ONE TENNIS COURT AT PITTS RANCH PARK TO A
DUAL USE COURT**

SUMMARY

The District reinitiated the Pickleball Ad Hoc Committee on September 24, 2023 to evaluate the Pickleball Pilot Program started in 2021 and address the growing demand for court space in the interim of the construction of the Freedom Park Pickleball Complex. Three evening meetings took place where Committee members provided staff with direction on revised court rules, court dedications and non-District sponsored rentals. Based on the feedback of the community and committee members, Staff is recommending that the Board make a motion to convert tennis court #2 at Pitts Ranch Park into a dual or multi-use court with the accompanied purchase and installation of rolling nets and a paddle saddle.

BACKGROUND

Over the past several years the District has continued to see an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing sport. To better assess the number of pickleball players in the community and to also respond to their requests for additional courts, Staff has been addressing the needs of pickleball over the past several years and has incrementally made changes.

The District Board assigned an Ad Hoc committee in 2020 to continue to address the needs of pickleball while also considering the needs of tennis, surrounding park site neighbors, and the community at large. The Pickleball/Tennis Ad Hoc committee initially met on November 2, 2020, in person, to provide overall information and hear from the community. Since that first meeting, the District has committed \$1.4 million in Quimby funding to the design and construction of the Freedom Park Pickleball Complex, conducted a pilot program for dedicated court time at Bob Kildee Community Park courts, converted two tennis courts to dual or multi-use tennis/pickleball courts at Springville and Pitts Ranch Parks, and hired a contracted operator to conduct pickleball programming at Springville and Bob Kildee Parks.

ANALYSIS

The Pickleball Ad Hoc Committee held three (3) meetings on August 24th, September 27th, and November 13th to address three (3) main areas of concern: court rules and times, private/non-District court rentals, and the need for additional court space.

Solutions to the first two items of court rules and times and private/non-District rentals were vetted by the committee and fall under the purview of programmatic, maintenance, and operations by the General Manager. Court rules at all three sites are being condensed and simplified while the Prime-Time Hours program at Bob Kildee Community Park courts has been removed in order to allow









pickleball to have priority use of courts #5 & #6. Court #1 will have rules for an approved “Challenge Court” which will allow higher level players to compete against each other. Private non-District rentals will be allowed only at Bob Kildee Community Park courts on a first-come, first-serve basis on Saturdays and Sundays only with Monday-Friday staying strictly time for “open play and District-sponsored programming”. Springville and Pitts Ranch Parks will not have any private rentals and will be available for open play and District-sponsored programming only.

The third and last area of concern addressed was the need for additional court space due to the continuing increase in demand. Keeping in mind the additional court space Ran Rancho Park and Freedom Pickleball Complex will provide the District an additional 20 courts, the proposed solution is to convert Court #2 at Pitts Ranch Park to a dual/multi-use tennis and pickleball court with a prioritized pickleball-tennis schedule. Court #1 was converted into a dual-use court in 2021. This recommendation is based on the fact that while Springville has three tennis courts compared to Pitts Ranch’s two courts, the parking capacity is limited to 20 stalls and there are no restrooms at Springville Park. Additionally, the neighboring homes sit further from the courts at Pitts Ranch compared to the homes around the Springville courts.

Proposed Solution:

The conversion of Court #2 at Pitts Ranch Park is two-pronged: the physical improvements of court lining and the installation of a paddle saddle and two rolling pickleball nets, and the creation of a prioritized shared use schedule with simplified rotational rules when all courts are in use.

- 1) Physical Improvements:
 - a. Court Lining: paint dual-use lines for an estimated total cost of \$2,400
 - b. Court Accessories: purchase two (2) portable nets and one (1) paddle saddle for an estimated total of \$1,100
- 2) Scheduling:
 - a. Monday-Friday: tennis and pickleball will have a shared, priority use schedule where each sport will alternate priority use of the courts when all courts are full in the time slots of 8:00 a.m.-Noon, and Noon-Dusk.
 - b. Saturday and Sunday will be First Come-First Serve with no prioritization.
 - c. Install new signage reflecting the updated rules and schedule for an estimated total of \$400.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8a-Noon						First Come-First Serve	First Come-First Serve
Noon-Dusk							

The simplified rules at all three sites along with the increase of two additional pickleball courts at Pitts Ranch will encourage more rotational play to assist with reduced wait time. These changes are not intended to be long-term solutions but more interim options until the opening of the courts at Ran Rancho and Freedom Park Pickleball Complex.

FISCAL IMPACT

The District has allocated a total of \$101,220 for grounds maintenance and sports equipment in the FY 2024 Budget. There is approximately 60% remaining within those two accounts which will cover the \$3,900 cost for this project.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goals and Strategies:

- 1.1: Review costs, revenues, and subsidies for program and rentals.
- 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to convert one (1) tennis court at Pitts Ranch Park into a dual/multi-use tennis-pickleball court.

ATTACHMENTS

- 1) Pitts Ranch Park Layout (1 page)
- 2) Court Lining Estimate – Pacific Tennis Courts, Inc. (2 pages)

Pitts Ranch Park—Tennis Court Conversion to Dual Use

December 7, 2023 Board of Directors Meeting

Convert Court #2 from Tennis only to Tennis and two (2) Pickleball Courts for a total of four (4) courts at Pitts Ranch Park.



Pacific Tennis Courts, Inc.

530 Los Angeles Ave., Suite 115-320

Moorpark, CA 93021

Phone: (818) 991-7445 Fax: (818) 706-1951

CA LICENSE #980738 DIR #1000010871

THIS CONTRACT is entered into this 20th day of November 2023 by and between PACIFIC

TENNIS COURTS (hereafter CONTRACTOR) and Pleasant Valley Recreation and Park District (hereafter OWNER).

Nick Marienthal – (805) 482-5396 – nmorienthal@pvrrpd.org Contract No. 23141

Job: Pitts Ranch Park, Camarillo, CA Page 1 of 2

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. **CONTRACTOR** shall furnish at following submitted specifications and costs, all materials, labor, equipment, transportation and perform all work necessary for the complete installation of:
2. **CONTRACT PERIOD AND RIGHT TO WORK:** Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves the right to commence work within thirty (30) days of contract acceptance.

The following are Specifications and Costs for the: **Stripe for two (2) pickleball courts.**

PACIFIC TENNIS COURTS, INC. TO PROVIDE THE FOLLOWING:

I. STRIPE FOR PICKLEBALL:

- Stripe for two (2) pickleball courts on existing courts.
- Stripe for one court on each side of the tennis court net line.
- Location to be determined by owner.
- Line color to be determined by owner.

COST: ALL MATERIAL AND LABOR FOR THE PRECEEDING \$2,400.00

PAYMENTS:

PAYMENT OF 50% DUE AT START OF WORK.

BALANCE OF 50% DUE UPON COMPLETION OF WORK.

The Provisions set forth upon the reverse hereof and any attached pages hereto are incorporated in and make a part of the **CONTRACT. IN WITNESS WHEREOF**, the parties hereto have executed the **CONTRACT** the day and year set forth below.

OWNER:

Dated: _____

By: _____

CONTRACTOR:

Dated: _____

By: _____

Phil Carter, Pacific Tennis Courts, Inc.

GENERAL CONDITIONS

3. GUARANTEE: All work and/or materials performed by **CONTRACTOR** is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, **CONTRACTOR** use the least reactive aggregate available. However, neither **CONTRACTOR** nor the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. EXTRA WORK: During progress of construction, the **OWNER** may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual costs of labor and materials plus 20% for **CONTRACTORS** overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontractors, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the **CONTRACTOR**.

5. OWNER shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. **OWNER** agrees to keep driveways clear and available for movement and parking of trucks during normal working hours. **CONTRACTOR** shall not be held responsible for damage to utility lines, driveways, walks, lawns or shrubs by movement of trucks.

6. Unless specifically indicated, agreed price does not include costs related to the following underground occurrences: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge until so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the **CONTRACTOR** shall not be responsible for delamination caused by coatings or delamination or discolorations of surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. CONTRACTOR agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of **OWNER** or **OWNER'S** employees or **OWNER'S** agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by **OWNER**, inability to secure material through regular recognized channels, failure of **OWNER** to make payments when due.

12. CONTRACTOR shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the **OWNER** delays in making any progress payment, the **CONTRACTOR** may stop work until the **OWNER** delivers to the **CONTRACTOR**, at the **OWNER'S** expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay **CONTRACTOR** invoices in accordance with the terms thereon. **OWNER** further agrees to pay late charges of 1.5% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

14. **OWNER** shall indicate to the **CONTRACTOR** the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any controversy arising out of the construction of the project referred to in this agreement or regarding the interpretation of this agreement or any subcontract or sub-subcontract is subject to arbitration. The **OWNER**, the **CONTRACTOR** and any subcontractors and sub-subcontractors are bound, each to the other, by this arbitration clause, provided such party has signed this agreement or has signed another contract which incorporates this agreement by reference, or signs any other agreement to be bound by this arbitration clause. Arbitration shall be had in accordance with the Rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitrator.

16. If **OWNER** demands placing of concrete or surfacing of court with a 20% or greater chance of rain and/or wind, **OWNER** agrees to be responsible for all damages to surface or slab and/or overtime of labor and/or equipment caused by rain or wind.

17. In construction of walls, fence post holes, friction piles, caissons, and wall footings, if rock or water is encountered, it may result in supplemental charges for labor and/or equipment.

18. All geologists service and/or field inspections to be paid by **OWNER** unless otherwise agreed upon.

19. Contract may be voided by **CONTRACTOR** if final working plans and/or construction details are not the same as used for estimating of proposed project.

20. INSURANCE while work is being performed under this contract, **OWNER** shall continuously provide, entirely at **OWNER'S** expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all services, labor, materials and goods involved in the work as well as reasonable claims liable to occur during the course of the work. While work is being performed under this contract, **CONTRACTOR** shall continuously provide, entirely at **CONTRACTOR'S** expense, appropriate workers compensation coverage and liability insurance to protect against any results of **CONTRACTOR'S** own negligence.

21. To preserve their right to file a claim or lien against your property certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

22. ATTORNEY'S FEES in any litigation or arbitration between the parties regarding the terms of the performance under this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in prosecuting or defending the proceeding.

The purchaser and/or lessee agrees that the title to merchandise listed herewith shall remain in Pacific Tennis Courts, Inc. until entire purchase price has been paid. Upon default of any payment the seller at his option may declare the entire balance due and payable immediately. Purchaser and/or lessee agrees to permit removal of said merchandise with or without process of law upon any default by purchaser or lessee, and to pay any and all expenses for collection or removal of said merchandise including a reasonable attorney's fee. It is further understood that any sums paid on account prior to any repossession of the above listed merchandise shall be retained as and for liquidated damages. Time is of the essence of this agreement. 1 ½% per month (18% Annual Percentage Rate) charged on past due accounts. Written permission must be obtained from seller before removing merchandise from above address.

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

TO: BOARD OF DIRECTORS

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

DATE: December 7, 2023

**SUBJECT: SELECTION OF CHAIR, VICE-CHAIR AND
SECRETARY FOR THE 2024 BOARD OF DIRECTORS**

BACKGROUND

As part of the Board bylaws and rules of procedures, the Board of Directors shall reorganize by electing its officers for a one-year term each year as follows: (i) at its regular December Board meeting, or (ii) in an election year, at the first meeting after the election results have been certified, and within 45 days of the general district election.

The Board selects one of its members to serve as Chair to run Board meetings and be the primary speaker on behalf of the District at various functions throughout the year. The Vice-Chair is the Director called upon to perform the duties of the Chair should the Chair be unavailable. The Secretary primarily signs documents approved by the Board of Directors. New positions become effective immediately after voting and Board approval.

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

It is recommended the Board of Directors select three Directors to serve in the positions of Chair, Vice-Chair, and Secretary for 2024.

ATTACHMENTS

- 1) Nomination Sheets for 2024 Chair, Vice-Chair and Secretary Positions (3 pages)



Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS

ELAINE MAGNER
MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY

GENERAL MANAGER

MARY OTTEN

2024

Nomination for **CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS

ELAINE MAGNER
MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY

GENERAL MANAGER

MARY OTTEN

2024

Nomination for **VICE-CHAIR:** _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **VICE-CHAIR:** _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS

ELAINE MAGNER
MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY

GENERAL MANAGER

MARY OTTEN

2024

Nomination for **SECRETARY**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **SECRETARY**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

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

- A. Chair Magner
- B. California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Personnel
- E. Ad Hoc Committees – Pickleball
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager’s Report
- H. Board Members