

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
December 5, 2019**

5:00 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Adjourn to Closed Session

B. CLOSED SESSION

1) Conference with Legal Counsel – Existing Litigation/Conference with Labor Negotiators

The Board will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the Board is a party. The title of such litigation is as follows: *Pleasant Valley Recreation & Park District and Service Employees International Union Local 721*; Public Employment Relations Board Case Number Case No. LA-IM-282-M; on this same matter the Board will also meet in closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Eric Storrie and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #641

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.

5. PRESENTATIONS

A. New Employee Introductions

B. FT Employee Recognition

C. 2020 Programming Calendar

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.

7. **CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
- A. **Minutes for Special Board Meeting of October 24, 2019 and Regular Board Meeting of November 7, 2019**
Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before October 31, 2019.
 - C. **Financial Reports**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for October 2019.
 - D. **Consideration and Adoption of Resolution No. 640 Requesting a Loan from the Capital Account to the General Fund Account**
This precautionary request will cover all payroll and accounts payable invoices if needed until the tax apportionment is received around December 20th.
 - E. **Review and Approval of Surplus Supplies and Equipment List**
Approval of the list is required prior to the disposition of listed surplus items.
 - F. **Consideration and Approval of a Three-Year Agreement Between Pleasant Valley Recreation and Park District and the Roadrunner Remote-Control Club at Freedom Park**
The agreement expires in 2019 with both parties seeking an extension.

8. **NEW ITEMS – DISCUSSION/ACTION**

- A. **Board Receipt and Consideration of Advisory Factfinding Report Dated November 25, 2019 (PERB Case No. LA-IM-282-M)**
The Factfinding panel has concluded its inquiry into the current MOU and the declared Impasse between the District and SEIU Local 721.

Suggested Action: It is recommended that the Board consider the Factfinding Report and the advisory Factfinding Chair Recommendation and consider these options:

1. Direct staff to prepare a resolution to approve the Tentative Agreement between PVRPD and SEIU Local 721 dated February 14, 2019 as recommended by the Factfinding Chair at the next regularly scheduled board meeting; or
2. Vote to receive and file the Factfinding report, but take no further action pending a decision in PERB Case No. LA-CE-1378-M; or
3. Vote to reject the Factfinding Report and direct staff to bring the matter back to a subsequent agenda for consideration of unilateral implementation of terms reasonably comprehended by the District's Last, Best and Final Offer (Attachment 3); or
4. Take such further action, or no action, as deemed appropriate by the Board.

- B. **Review and Introduce Ordinance No. 11, Regarding the Charging of Parking Fees on District Lands**

It has been common practice to review the Ordinance and update if necessary, according to the current needs of the organization.

Suggested Actions: It is recommended that the Board review and introduce Ordinance No. 11 by:

1. Requesting a MOTION to read the complete Ordinance No. 11 title – *Ordinance No. 11: An Ordinance of the Board of Directors of The Pleasant Valley Recreation And Park District Amending Article I: Section 118, Article II: Section 202, And Article V: Section 515 of Ordinance No. 8 (as amended January 2018) Regulating Parking Fees* and to waive further reading;
2. And then Consider a MOTION to Approve the introduction and first reading of the District’s *Ordinance No. 11: An Ordinance of the Board of Directors of The Pleasant Valley Recreation And Park District Amending Article I: Section 118, Article II: Section 202, And Article V: Section 515 of Ordinance No. 8 (as amended January 2018) Regulating Parking Fees.*

C. Consideration and Approval of Resolution No. 639, Adopting the Updated General Use Policy

Staff has presented further revisions of the General Use Policy to the Policy Committee who is recommending the current updates.

Suggested Action: A MOTION to Approve Resolution No. 639, adopting the updated General Use Policy.

D. Consideration and Approval of Agreement Between Pleasant Valley Recreation and Park District and EMG Holdings for Dog Waste Bag Station Services

District staff is presenting this agreement to ensure that current services are maintained at a reasonable cost.

Suggested Action: A MOTION to Approve the proposed agreement with EMG Holdings, LLC. (Poo Free Parks) for services related to the support of a Dog Waste Station program.

E. Recognize Board Chair & Members

Staff will provide a token of appreciation.

F. Board Reorganization

Every December the Board of Directors elects their officers for the next calendar year; newly elected officers take their new seats at the January Regular Board Meeting.

Suggested Actions: Nominations for Chair, Vice-Chair and Secretary will be requested until all three positions are filled.

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

- A. Chairman Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy

F. Ad Hoc Committees – Journey; Ran Rancho

G. Foundation for Pleasant Valley Recreation and Parks

H. General Manager’s Report

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

11. 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
Minutes of Special Meeting
October 24, 2019**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 7:00 p.m. by Chairman Kelley.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analysts Megan Hamlin and Jessica Puckett, Recreation Class Coordinator Katlyn Simber-Clickener, Curt de Crinis, Mark Munoz, Jay Evans and Jeff White.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

Potential Financing Options for the Pleasant Valley Recreation and Park District Senior and Community Recreation Facility

Administrative Services Manager Leonore Young introduced Curt de Crinis and Jeff White with Columbia Capital Management. Mr. De Crinis recently presented a funding option study to the City of Camarillo and was asked to present a similar study before the Board to assist in the decision-making process of funding for the new facility. He described bond options which comprised of certificates of participation, general obligation bonds, CFD special tax bonds and joint powers authority bonds. Discussion included: simplicity of a general obligation bond, necessity of a senior center and a gymnasium; parallel projects, need to proceed with CEQA and an environmental impact report; need for survey polling to assess public support the District can obtain; the District's limited financial and bonding capabilities; RDA payments of \$400,000/yr to the City, willingness of the Board to commit Quimby funds towards the whole project, definition of roles and responsibilities of both agencies, and grant research. The Board provided direction for staff to look into polling, evaluate available Quimby funds, research the CEQA process, work with the architects on design refinement and continue grant research.

7. ORAL COMMUNICATIONS

None.

8. ADJOURNMENT

Chairman Kelley adjourned the meeting at 9:20 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Robert Kelley
Chairman

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
November 7, 2019**

1. CALL TO ORDER

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 p.m. by Chairman Kelley.

A. Adjourned to Closed Session

The Board adjourned to closed session at 5:00 p.m.

B. Closed Session

1) Conference with Legal Counsel – Existing Litigation

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

C. Regular Meeting Reconvened

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 6:02 p.m. with nothing to report. Director Malloy requested that the meeting be opened with a moment of silence in honor of the twelve victims from the Borderline tragedy of one year ago.

2. PLEDGE OF ALLEGIANCE

Director Mishler led the pledge.

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Park Supervisors Nick Marienthal and Brandon Lopez, Recreation Supervisor Lanny Binney, Human Resources Specialist Kathryn Drewry, Administrative Analyst Jessica Puckett, Richard Frank, Johnny Lovato, Mark Schienbein, Erick Kuskie, Ron Speakman, Rick Pena and City Manager Dave Norman.

4. AMENDMENTS TO THE AGENDA

Agenda accepted as presented.

5. PRESENTATIONS

A. Camarillo Pony Baseball Association

Recreation Supervisor Lanny Binney introduced President Johnny Lovato who presented the highlights of the Camarillo Pony Baseball Association (CPBA) and introduced members of the CPBA board. They had a successful spring with 850 boys and girls in spring league and 200 in fall ball this year. The organization started a \$500 scholarship for continuing umpires in honor of Cody Coffman who died in the Borderline tragedy last year.

B. Camarillo Youth Basketball Association

Recreation Supervisor Lanny Binney introduced Treasurer Mark Schienbein who presented the annual update for Chairman Tony Sheppard who was not able to attend. Current registrations numbers are on target for being higher than last year’s registration of 416 players. The organization will have to purchase scoreboard controls for three schools where they play. They have not been playing at the Freedom Gymnasium.

C. District Highlights

Recreation Supervisor Lanny Binney presented an update of the District’s upcoming November/December activities and programs. Letters to Santa will be a new event beginning December 1 at the Community Center Park, and the Grand Marshals for this year’s Christmas Parade on December 14 will be Astronaut Colonel James Kelly and Rocket Scientist Julie Zingerman. The Senior Center is currently looking for bingo callers.

6. PUBLIC COMMENT

Chairman Kelley received two speaker cards from Clerk of the Board Anthony Miller. Ron Speakman requested to speak regarding Item 8.A. and Dave Norman requested to speak regarding Item 8.D.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of October 2, 2019
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Review and Approval of Surplus Supplies and Equipment List
- E. Consideration and Approval of the Request for Proposal and Specifications for the Aquatic Center Shower and Dressing Room Remodel
- F. Approval of the Purchase of Two Replacement Fleet Vehicles

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve the
Consent
Agenda**

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Miracle League 805, Inc. Options and Discussion

General Manager Mary Otten presented four potential options for a Miracle League baseball field. The District was notified by the Pleasant Valley School District liaison committee that University Preparation Charter School site as a potential location for the field was not an eligible site due to Proposition 39. PVRPD's current potential options are located at Freedom Park (west end), Woodcreek Park (southeast and southwest areas), and Pitts Ranch Park. Discussion included: potential PVSD sites like Monte Vista, unsuitability of Pitts Ranch Park due to parking and overuse; unsuitability of Woodcreek Park with no restrooms and parking lot issues; and potential problems with noise from the animal shelter at Freedom Park west end.

Ron Speakman with PVSD asked why Freedom Park east which was mentioned before was not being considered as a potential location. The Community Center Park had been a potential site, but Mr. Speakman stated that PVSD had never agreed on University Preparation Charter School as a site. He asked that Freedom Park east be considered also.

Further discussion included: field size restrictions of Freedom Park east and the \$2 million dollar cost of revamping the east end; Miracle League's budget of about \$900,000 maximum; Miracle League's operational budget, and Rick Pena's (Miracle League) need to discuss noise issues of Freedom Park both east and west with participants' parents.

Chairman Kelley directed staff to work with Rick Pena of Miracle League regarding their desire for either Freedom Park east or west and check in with PVSD regarding any of their potential sites.

B. Freedom Gym Programming Options and Discussion

Recreation Services Manager Eric Storrie presented information that the Freedom Gym had been sold in September 2019 to Erick Kuskie. Mr. Storrie laid out programming options which included 1) renting the gym from Mr. Kuskie, 2) relocating current programming to other locations, 3) joint use agreements with other agencies, or 4) the purchase of a tent structure. Discussion included: Freedom Gym rental parameters to include parking, tent costs from \$48,000 to \$200,000 with an additional \$30,000 for facility improvements; need to move tent after 6 months; the Boys and Girls Club as a viable option with similarly situated spaces and having to charge users; loss of Freedom Gym's value when having to consider rental costs; and the need for a gymnasium.

Chairman Kelley directed staff to consider moving programming and look at joint use agreements with other similarly situated spaces.

The Board recessed at 8:24pm for a break and the meeting resumed at 8:32pm.

C. Approval of 2020 Part Time Salary Schedule with Minimum Wage Impact

Human Resources Specialist Kathryn Drewry presented the part time salary schedule which takes into account the minimum wage increase to \$13.00 per hour on January 1, 2019.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the 2020 Part Time Salary Schedule with minimum wage impact.

**Motion to
Approve
PT Salary
Schedule**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Consideration of a 3-Year Community Event Funding Agreement between the City of Camarillo and the Pleasant Valley Recreation and Park District to Produce the Summer Concert Series

Recreation Services Manager Eric Storrie presented the Community Event Funding Agreement that was approved 5-0 at the November 6, 2019 Camarillo City Council meeting. The funding agreement is for up to \$60,000 cash from the City plus in-kind city services for a 4-part Summer Concert Series. Discussion included: defraying costs with sponsorships, well attended concerts, extra expense for good talent, and the need for a more modern look and better speakers at the outdoor stage of Constitution Park.

On behalf of the City Council, City Manager Dave Norman thanked PVRPD staff for the summer concert productions. Mr. Norman stated that the City Council was confident with future events and approved entering in an agreement with the District for another 3 years.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Magner to authorize and approve the General Manager to enter into a three-year agreement between the City of Camarillo and the Pleasant Valley Recreation & Park District to produce the Summer Concert Series.

**Motion to
Approve
Agrmt with
City for
Concerts**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

E. Consideration and Approval of Bid Award for Freedom Park Parking Lot Re-Paving Project to J&H Engineering

Park Supervisor Nick Marienthal presented J&H Engineering's bid for the re-pavement of Freedom Park. This Capital Improvement Project was identified and funded in the FY 2019-2020 Capital Improvement Budget.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dixon to authorize and approve the General Manager to enter into agreement with J&H Engineering in the amount of \$231,800, plus a 5% contingency bringing the total to \$243,390 for the Freedom Park re-paving project.

**Motion to
Approve
J&H for
Freedom Park
Re-Pave**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. INFORMATIONAL ITEMS

A. Chairman Kelley – Chairman Kelley thanked the board members as he nears his last board meeting as chair in December.

B. Ventura County Special District Association/California Special District Association – Director Magner - no meeting. CSDA – Director Magner handed out a Take Action Brief from CSDA and reported on the bills that CSDA will be tracking into the next year.

C. Ventura County Consolidated Oversight Board – Director Mishler reported that at the October meeting, the group reviewed each city's successor plans.

D. Santa Monica Mountains Conservancy – Director Mishler reported that the group is spending money on the manual clearing of weeds and granted \$4.5 million dollars for a study of the upper Los Angeles River and creating a more natural environment.

E. Standing Committees – Finance – Director Malloy stated that spending is right on track and that they are looking for property tax revenue to come in December. Liaison – Director Dixon stated that the committee met on October 3 with the PVSD board and on November 7 with the City. Director Mishler reported that the committee looked at revised facility costs and starting an environmental impact report and will meet again with the City and look at bonds. Long Range Planning – Director Dixon reported that they are examining the Las Posas Equestrian Park easements and the agreement with the home-owners association around that park and the trails. A majority of the users on the trails are hikers and then horses. Personnel – Director Magner referred to the salary schedule staff report. Ad Hoc – Journey – Director Malloy stated that Journey the Church is interested in finding their own building and since their current agreement expires in March 2020, the committee is working on the transitioning of the facilities. Ad Hoc – Ran Rancho – Director Mishler stated that a 5 acre park off of Springville Drive is in the works with suggestions for head in parking, a restroom, artificial turf for a fenced in dog area, 2 reservable pavilions, playgrounds, pickleball, basketball, a 2 acre flat open space along with a jogging path and a connection for Camarillo's bike route.

F. Foundation for Pleasant Valley Recreation and Parks – Director Magner mentioned the Painting with a Twist fundraiser on November 14. The Ugly Sweater and Donut Dash on December 14 will be sponsored by Montecito Bank and Trust and Grocery Outlet Bargain Market. If you shop online at Amazon Smile, they will contribute a percentage of your purchase to the Foundation.

G. General Manager's Report – General Manager Otten stated the Valle Lindo Park restrooms are nearing the painting stage. At Mel Vincent Park, concrete is being poured and PVC conduit installed for a restroom water heater. The Camarillo Grove Park grand re-opening and dog park rededication will be on November 16 from 9am to 11am. Debi Klein donated \$15,000 to the dog park in memory of her sister who passed away. At Freedom Park, new pitching mounds are going in at the new fields.

11. ORAL COMMUNICATIONS

Director Malloy stated that on October 28 he gave a presentation at the Camarillo Springs Country Club senior center regarding the new layout for the proposed 12-hole course and housing. The construction of the homes will jeopardize the golf course which will flood if it rains. Director Mishler wished everyone a Happy Thanksgiving. Chairman Kelley stated that with more bike riders in Camarillo, the bike lanes are too narrow and unsafe.

12. ADJOURNMENT

Chairman Kelley adjourned the meeting at 9:22 p.m. in memory of Linda Abbott, who was instrumental in making AYSO Region 68 and youth soccer so successful.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Robert Kelley
Chairman**

Pleasant Valley Recreation and Park District
 Finance Report
 October 2019

	Date	Amount	
Accounts Payables:	10/1/19-10/31/19	\$ 899,155.25	
	Total	\$ 899,155.25	
Payroll (Total Cost):	10/3/2019	\$ 138,108.49	
	10/17/2019	\$ 142,141.32	
	10/31/2019	\$ 133,974.91	
	Total	\$ 414,224.72	
Outgoing:Online Payments			
	10/2/2019	\$ 2,172.84	10/2019- Guardian Dental Insurance
	10/2/2019	\$ 1,934.39	10/2019- The Hartford
	10/2/2019	\$ 479.55	10/2019- VSP Vision Insurance
	10/2/2019	\$ 13,721.15	City Of Camarillo- Water
	10/3/2019	\$ 14,125.35	CALPERS (Ret.)- PR 10/3/2019
	10/3/2019	\$ 31.85	Culligan Water
	10/3/2019	\$ 4,336.74	EJ Harrison & Sons
	10/3/2019	\$ 1,475.52	Southern CA Gas Co.
	10/3/2019	\$ 1,496.96	Southern CA Edison
	10/3/2019	\$ 28,460.80	CALPERS- 10/2019 Health Insurance
	10/4/2019	\$ 2,886.40	City of Camarillo- Water
	10/4/2019	\$ 23.55	Culligan Water
	10/4/2019	\$ 4,983.19	Southern CA Edison
	10/4/2019	\$ 31.05	Southern CA Gas Co.
	10/7/2019	\$ 3,995.12	WEX (76) Fuel Purchases
	10/8/2019	\$ 45.12	Southern CA Edison
	10/18/2019	\$ 14,222.06	CALPERS (Ret.)- PR 10/17/2019
	10/23/2019	\$ 13,184.71	City of Camarillo- Water
	10/23/2019	\$ 13,694.68	Southern CA Edison
	10/25/2019	\$ 23,543.36	City of Camarillo- Water
	10/29/2019	\$ 4,336.74	10/2019 EJ Harrison Trash Bill
	10/29/2019	\$ 102.87	Sprint
	10/30/2019	\$ 16.99	Spectrum Business
	Total	\$ 149,300.99	
	Grand Total	\$ 1,462,680.96	

CASH REPORT

	10/31/2019 Balance	10/31/2018 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 242,883.12	\$ 6,516.54	
457 Pension Trust Restricted	\$ 67,148.57	\$ 70,090.68	
Quimby Fee - Restricted	\$ 145,914.03	\$ 239,487.28	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 660,764.48	
Ventura County Pool - Restricted	\$ 4,072,817.49	\$ 5,090,272.11	
FCDP Checking	\$ 20,915.61	\$ 30,500.04	
Total	\$ 5,210,443.30	\$ 6,097,631.13	
Semi-Restricted Funds			
Assessment	\$ (33,567.24)	\$ 12,807.95	
Capital Improvement	\$ 30,533.35	\$ 29,298.25	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 43,343.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,317,443.03	\$ 2,094,955.79	
Contingency - Dry Period	\$ 271,000.00	\$ 203,500.00	
Contingency - Computer	\$ 10,000.00	\$ 6,250.01	
Contingency - Repair/Oper/Admin	\$ 30,000.00	\$ 7,500.00	
Total	\$ 2,692,650.88	\$ 2,414,053.74	
Unrestricted Funds			
Contingency	\$ 246,219.28	\$ 264,627.52	
Cal Trust	\$ 93,902.66	\$ 129,228.69	
General Fund Checking	\$ 353,218.26	\$ 394,689.21	
Total	\$ 693,340.20	\$ 788,545.42	
Total of all Funds	\$ 8,596,434.38	\$ 9,300,230.29	\$ (703,795.91)

	11/8/2019 Balance	11/30/2018 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 122,627.70	\$ 6,518.14	
457 Pension Trust Restricted	\$ 67,148.57	\$ 70,107.96	
Quimby Fee - Restricted	\$ 170,219.51	\$ 232,092.93	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 660,764.48	
Ventura County Pool - Restricted	\$ 3,872,817.49	\$ 5,090,272.11	
FCDP Checking	\$ 21,448.61	\$ 30,500.04	
Total	\$ 4,915,026.36	\$ 6,090,255.66	
Semi-Restricted Funds			
Assessment	\$ (33,567.24)	\$ 12,807.95	
Capital Improvement	\$ 30,533.35	\$ 29,320.20	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 43,343.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF Capital	\$ 2,317,443.03	\$ 2,094,955.79	
Contingency - Dry Period	\$ 271,000.00	\$ 3,500.00	
Contingency - Computer	\$ 10,000.00	\$ 6,250.01	
Contingency - Repair/Oper/Admin	\$ 30,000.00	\$ 7,500.00	
Total	\$ 2,692,650.88	\$ 2,214,075.69	
Unrestricted Funds			
Contingency	\$ 246,833.12	\$ 264,705.24	
Cal Trust	\$ 93,902.66	\$ 132,596.18	
General Fund Checking	\$ 106,943.49	\$ 149,539.78	
Total	\$ 447,679.27	\$ 546,841.20	
Total of all Funds	\$ 8,055,356.51	\$ 8,851,172.55	\$ (795,816.04)

MBS – Multi Bank Securities

MBS - US Treasury Type	June 6 2018	July 11 2018	Aug 9 2018	Sept 11 2018	Oct 15 2018	Nov 11 2018	Dec 11 2018	Jan 11 2019	Feb 11 2019
US 3 Month	1.900%	1.922%	2.003%	2.095%	2.228%	2.327%	2.344%	2.345%	2.375%
US 6 Month	2.067%	2.085%	2.173%	2.255%	2.395%	2.464%	2.475%	2.437%	2.432%
US 1 Year	2.223%	2.260%	2.343%	2.435%	2.567%	2.637%	2.595%	2.490%	2.458%
US 2 Year	2.520%	2.582%	2.649%	2.744%	2.853%	2.924%	2.754%	2.537%	2.490%
US 3 Year	2.650%	2.672%	2.728%	2.820%	2.941%	2.990%	2.751%	2.504%	2.467%
US 5 Year	2.809%	2.752%	2.811%	2.869%	3.012%	3.039%	2.726%	2.520%	2.475%
	March 13 2019	April 9 2019	May 8 2019	June 10 2019	July 9 2019	Aug 12 2019	Sept 12 2019	Oct 9 2019	Nov 12 2019
US 3 Month	2.388%	2.376%	2.399%	2.215%	2.148%	1.927%	1.870%	1.630%	1.540%
US 6 Month	2.445%	2.375%	2.388%	2.128%	2.065%	1.875%	1.840%	1.635%	1.532%
US 1 Year	2.435%	2.332%	2.295%	1.961%	1.932%	1.702%	1.755%	1.542%	1.515%
US 2 Year	2.463%	2.346%	2.297%	1.904%	1.886%	1.575%	1.720%	1.449%	1.652%
US 3 Year	2.433%	2.294%	2.264%	1.874%	1.835%	1.503%	1.685%	1.402%	1.679%
US 5 Year	2.522%	2.306%	2.287%	1.915%	1.857%	1.484%	1.645%	1.389%	1.723%

Ventura County Pool

Investment Name	May 2018	June 2018	July 2018	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019
Ventura County Pool	1.857%	1.963%	2.072%	2.136%	2.135%	2.293%	2.433%	2.483%	2.757%
	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019
Ventura County Pool	2.669%	2.655%	2.677%	2.686%	2.707%	2.639%	2.563%	2.497%	2.363%

• Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	May 2018	June 2018	July 2018	Aug 2018	September 2018	October 2018	November 2018	December 2018	January 2019
Local Agency Investment Fund (LAIF)	1.755%	1.854%	1.944%	1.998%	2.160%	2.144%	2.208%	2.291%	2.355%
	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019
Local Agency Investment Fund (LAIF)	2.392%	2.436%	2.445%	2.449%	2.428%	2.379%	2.341%	2.280%	2.190%

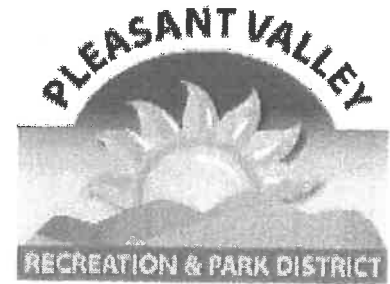
Cal Trust

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

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 10/29/2019 - 3:30PM
 Date Range: 10/01/2019 - 10/31/2019
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CALCARD CHARGES- :	10/03/2019	0.01
22694	US BANK	US BANK: CALCARD CHARGES- :	10/03/2019	14,401.82
22699	BRIDGE-VENTURA UNIT 547 ACB	BRIDGE-VENTURA UNIT 547 ACB	10/10/2019	100.00
22700	TERESA CANOSA	T.CANOSA: PERMIT REFUND	10/10/2019	50.00
22703	CORNWALL SECURITY SERVICES	CONRWALL SECURITY: SEC. SER'	10/10/2019	840.00
22713	INTERFACE CHILDREN FAMILY S'	INTERFACE HCILDREN & FAMILI	10/10/2019	100.00
22726	KIMBERLY ROLLANS	K.ROLLANS: PERMIT REFUND	10/10/2019	50.00
22744	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 09/2019 INSUR/	10/10/2019	1,753.00
22773	CORNWALL SECURITY SERVICES	CORNWALL SECURITY: SECURIT	10/24/2019	840.00
22780	ROAM "N" RELICS	ROAN "N" RELICS: PERMIT REFU	10/24/2019	50.00
22789	CATS CRADLE RESCUE	CATS CRADLE RESCUE: PERMIT I	10/24/2019	150.00
22802	VENTURA COUNTY HEALTH DEP'	VENTURA COUNTY HEALTH DEP	10/24/2019	300.00
22804	VENTURA INDIAN COMMUNITY /	VENTURA INDIAN COMMUNITY,	10/24/2019	100.00

Total for Department: 00 Non Departmentalized

18,734.83

Department: 03 Recreation

0	BEVERLY DRANSFELDT	B.DRANSFELDT: MILEAGE REIMI	10/24/2019	30.74
0	CONNOR SOUDANI	C.SOUDANI: MILEAGE REIMBUR:	10/10/2019	36.54
0	DENISE CLERIC	D.CLERIC: MILEAGE REIMBURSE	10/24/2019	11.60
0	JANE RAAB	J.RAAB: 09/2019 MILEAGE REIMB	10/10/2019	33.06
0	KATLYN SIMBER-CLICKENER	K.SIMBER: MILEAGE REIMBURSH	10/10/2019	37.12
0	LANNY BINNEY	L.BINNEY: MILEAGE REIMBURSE	10/10/2019	49.30
0	NANCE TAPLEY-PECK	PECK FARMS: INSTRUCTOR FEES	10/24/2019	396.90
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/	10/10/2019	832.00
0	RIYA ATHWAL	R.ATHWAL: MILEAGE REIMBURS	10/24/2019	33.06
0	RONALD J. BRAND	R.BRAND: INSTRUCTOR FEES/MI	10/10/2019	140.40
22695	ACTIVE NETWORK, LLC	ACTIVE NETWORK- M.TEMMER (	10/10/2019	321.25
22696	ADM GROUP INC.	ADM GRP: INSTRUCTOR FEES/TE	10/10/2019	676.00
22704	ELEONORA CORTINA	E.CORTENA: INSTRUCTOR FEES/	10/10/2019	178.75
22705	THOMAS COSTA	T.COSTA: INSTRUCTOR FEES/AD'	10/10/2019	854.37
22707	LORENZO J. CRAWFORD JR.	L.CRAWFORD: INSTRUCTOR FEE;	10/10/2019	78.00
22709	JENNIFER ERSONMEZ	J.ERSONMEZ: INSTRUCTOR FEES	10/10/2019	55.90
22712	BARBARA G. GAGE	B.GAGE: INSTRUCTOR FEES/ARTI	10/10/2019	143.65
22717	ALISON LITTLE	A.LITTLE: INSTRUCTOR FEES/SP/	10/10/2019	543.27
22719	DANIEL MARVOSH	D.MARVOSH; INSTRUCTOR FEES/	10/10/2019	388.50
22720	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/M/	10/10/2019	598.00
22721	LUCILE B. MOSIER	L.MOSIER: INSTRUCTOR FEES/M/	10/10/2019	741.00
22725	TOMLINSON RAUSCHER	T.RAUSCHER: INSTRUCTOR FEES	10/10/2019	172.64
22727	KATIE SHINDEN	K.SHINDEN: INSTRUCTOR FEES/	10/10/2019	1,160.25
22730	SUPER SOCCER STARS	SUPER SOCCER STARS: INSTRUC	10/10/2019	514.80
22731	MARK TUSLER	M.TUSLER: INSTRUCTOR FEES/B/	10/10/2019	156.00
22733	DUNCAN YOUNG	D.YOUNG: INSTRUCUTOR FEES/IN'	10/10/2019	919.75
22742	HAPPENINGS MAGAZINE	HAPPENING MAGAZINE: 10/2019	10/10/2019	400.00
22743	DANIEL E. HOWARD	D.HOWARD: INSTRUCTOR FEES/J	10/10/2019	278.20
22752	PAMELA ANN TAYLOR	P.TAYLOR: INSTRUCTOR FEES/Z/	10/10/2019	200.46
22755	W & S SERVICES	W&S: SEWER CHARGE/ CO-OP- 8/	10/10/2019	64.48
22757	ANN M. WRIGHT	A.WRIGHT: INSTRUCTOR FEES/D/	10/10/2019	119.60
22758	LISA WYCKOFF	L.WYCKOFF: INSTRUCTOR FEES/	10/10/2019	81.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
22769	GEORGE ANDERSON	G.ANDERSON: REFUND/OVERCH	10/24/2019	5.00
22770	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	10/24/2019	436.72
22779	JACQUELYN OTT	J.OTT: REFUND/CLASS CANCELL	10/24/2019	261.00
22781	ROSE ENTERTAINMENT & COMM	ROSE ENTERTAINMENT-JUMPINC	10/24/2019	210.00
22784	ADM GROUP INC.	ADM GRP.:INSTRUCTOR FEES/ YC	10/24/2019	884.00
22791	BRUCE COLELL	B.COLELL: INSTRCUTOR FEES/CI	10/24/2019	273.65
22797	KATIE SHINDEN	K.SHINDEN: INSTRUCTOR FEES/F	10/24/2019	1,248.00
22806	ODILE YEREVANIAN	O.YEREVANIAN: INSTRUCTOR FE	10/24/2019	273.00
22807	DUNCAN YOUNG	D.YOUNG: INSTRCUTOR FEES/IN	10/24/2019	1,134.25
22811	BRET NIEDENS	B.NIEDENS: INSTRUCTOR FEES/P	10/24/2019	61.75

Total for Department: 03 Recreation

15,034.86

Department: 04 Parks

0	CLAYTON RUTKOWSKI	C.RUTKOWSKI: PANTS REIMBUR.	10/24/2019	273.33
0	JAVIER JUAREZ	J.JUAREZ: PANTS REIMBURSEME	10/10/2019	300.00
0	SAM RIOS	S.RIOS: BOOTS REIMBURSEMENT	10/10/2019	149.99
22698	B & B DO IT CENTER	B&B: KIELLOG TOPPER/SPRINGV	10/10/2019	456.39
22701	CITY OF CAMARILLO	CITY OF CAMARILLO: WATER SE	10/10/2019	12,271.38
22702	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: PARTS FOR JOH	10/10/2019	552.89
22706	COUNTY OF VENTURA	COUNTY OF VENTURA: 07/2019 C	10/10/2019	250.00
22708	DAY - LITE MAINTENANCE CO. IN	DAY-LITE MAINT. CO.; BALL FIEI	10/10/2019	1,649.92
22710	FERGUSON ENTERPRISES INC. #1	FERGUSON: WATER HEATER FOR	10/10/2019	509.79
22711	FLO-SERVICES INC.	FLO-SERVICES: PREVENTATIVE M	10/10/2019	2,280.00
22715	KASTLE KARE	KASTLE KARE: SQUIRREL MO. M	10/10/2019	80.00
22716	KOMPAN INC.	KOMPAN: PLAYGROUND PARTS/E	10/10/2019	206.62
22723	PACIFIC SOD	PACIFIC SOD: MEDALLION PLUS/	10/10/2019	672.78
22724	PHOENIX GROUP INFORMATION ;	PHOENIX INFO SYSTEM GRP.: PC	10/10/2019	103.10
22728	SITEONE LANDSCAPE SUPPLY LI	SITEONE: IRRIGATION SUPPLIES	10/10/2019	335.99
22735	ANGEL'S SMOG CHECK TEST ONI	ANGELS SMOG CHECK: SMOG TE	10/10/2019	41.75
22736	CALIFORNIA DEPT. OF FORESTRY	CA DEPT. OF FORESTRY & FIRE P	10/10/2019	898.32
22739	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: W/	10/10/2019	54.00
22740	EMG HOLDINGS, LLC	EMG: BAGS & MAINTENANCE	10/10/2019	1,400.00
22741	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPPLY: SCR	10/10/2019	591.74
22744	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 09/2019 INSUR	10/10/2019	-258.02
22746	M & B SERVICES INC.	M&B: SNAKED MAIN LINE/ARNE	10/10/2019	3,360.00
22749	PHOENIX GROUP INFORMATION ;	PHOENIX INFO SYSTEMS; PCSC F	10/10/2019	216.63
22750	PLAYPOWER LT FARMINGTON IN	PLAYPOWER: PG PARTS/FOOTHIL	10/10/2019	4,717.38
22751	SMITH PIPE & SUPPLY INC.	SMITH PIPE & SUPPLY: HUNTER /	10/10/2019	560.58
22754	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES LLC: 12	10/10/2019	101.82
22755	W & S SERVICES	W&S: SEWER CHARGE/FREEDOM	10/10/2019	450.32
22756	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: GRID PI	10/10/2019	14,775.00
22762	LPA INC.	LPA: 5/2019 ARCHI SERV.- PB SR. (	10/17/2019	62,192.41
22763	LPA INC.	LPA: 6/2019 ARCHI SERV.- PB SR. (	10/17/2019	66,086.76
22764	LPA INC.	LPA: 8/2019 ARCHI SERV.- PV SR. (	10/17/2019	241.16
22766	AIRGAS USA LLC	AIRGAS: OXYGEN AND ACETYLE	10/24/2019	176.05
22768	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: 9	10/24/2019	947.39
22771	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/QUI	10/24/2019	20,134.64
22772	CENTRAL COAST PLAYGROUNDS	CENTRAL COAST PG: IMPORT INI	10/24/2019	6,900.00
22774	DIAL SECURITY	DIAL SECURITY: SECURITY SERV	10/24/2019	450.00
22775	FALCON ROOFING COMPANY	FALCON ROOFING: ROOF REP. L/	10/24/2019	4,878.00
22777	LINCOLN AQUATICS	LINCOLN AQUATICS: LIQUID CHI	10/24/2019	795.16
22783	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES LLC: SI	10/24/2019	922.34
22786	B & B DO IT CENTER	B&B: STEEL CUTTER & EPOXY/C	10/24/2019	192.21
22790	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: WASTE TIPPIN	10/24/2019	677.14
22792	DAVE BANG ASSOCIATES INC.	DAVE BANG: PG EQUIPMENT PAF	10/24/2019	5,858.04
22793	EDIE'S SHARPALL & ENT.	EDIE'S SHARPALL ENT.: CHAIN SI	10/24/2019	51.50
22794	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPPLY: CRE	10/24/2019	587.19
22795	FERGUSON ENTERPRISES INC. #1	FERGUSON ENT.: FAUCET AND F	10/24/2019	133.30
22800	THE DETAIL DOCTOR	THE DETAIL DR.: POWER WASHEI	10/24/2019	175.00
22803	VENTURA COUNTY STAR	VC STAR: NOTICE CALLING FOR	10/24/2019	413.63
22808	FAMCON PIPE AND SUPPLY INC.	FANCON PIPE & SUPPLY: PLUMIN	10/24/2019	237.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
			Total for Department: 04 Parks	219,051.45
Department: 05 Administration				
0	ELAINE L. MAGNER	E.MAGNER: MILEAGE REIMBURS	10/10/2019	949.96
0	KAREN ROBERTS	K.ROBERTS: MILEAGE REIMBUR:	10/24/2019	12.76
0	Stephanie McClure	S.MCCLURE: MILEAGE REIMBUR	10/10/2019	4.06
22695	ACTIVE NETWORK, LLC	ACTIVE NETWORK- M.TEMMER (	10/10/2019	5.00
22697	ALLCONNECTED, INC.	ALLCONNECTED: 10/2019 AGRRE	10/10/2019	1,174.00
22714	J. THAYER COMPANY	J.THAYER: COPY PAPER	10/10/2019	1,918.11
22718	MARK-IT PLACE	MARK-IT PLACE: NAME PLATE H	10/10/2019	40.76
22729	STATE OF CALIFORNIA DEPT. OF	STATE OF CA- DEPT. OF JUSTICE:	10/10/2019	64.00
22734	ACCU-PRINTS/M&L PARTNERSHI	ACCU-PRINT: FINGERPRINT PRO	10/10/2019	30.00
22737	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HLTH: EE	10/10/2019	550.00
22738	CITY OF CAMARILLO- CASHIER	CITY OF CAM: LIVESCAN PROCE:	10/10/2019	473.78
22745	KONICA MINOLTA	KONICA MINOLTA: 9/2019 MAINT	10/10/2019	976.50
22748	NICOLAY CONSULTING GROUP	NICOLAY CONSULTING: GASB 68	10/10/2019	2,100.00
22753	TOTAL FUNDS	TOTALFUNDS: POSTAGE	10/10/2019	500.00
22765	ADVANTAGE TELECOM/A+WIREI	ADVANTAGE TELECOM: 10/2019 I	10/24/2019	1,500.00
22767	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: 9/2019 LE	10/24/2019	3,508.20
22776	J. THAYER COMPANY	J.THAYER: WALL CALENDAR & Y	10/24/2019	220.97
22778	RENEE MAYNE	R.MAYNE: FOR FACT FINDER SEF	10/24/2019	1,640.67
22782	STATE OF CALIFORNIA DEPT. OF	STATE OF CA-DEPT. OF JUSTICE:	10/24/2019	224.00
22785	AMERICAN LEGAL PUBLISHING (	AMERICAN LEGAL: RESOLUTION	10/24/2019	4,860.00
22787	BATTERIES PLUS BULBS 320	BATTERIES+BULBS: DURACELL U	10/24/2019	43.43
22788	BAY ALARM	BAY ALARM: ALARM SERVICE/SI	10/24/2019	81.96
22796	MAILFINANCE	MAILFINANCE: POSTAGE MACHI	10/24/2019	75.93
22803	VENTURA COUNTY STAR	VC STAR: NOTICE OF INTRO & PU	10/24/2019	657.49
			Total for Department: 05 Administration	21,611.58
			Total for Fund: 10 General Fund	274,432.72

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	MUFG UNION BANK , N.A.	MUFG UNION BANK; PAYMENT C	10/10/2019	517,158.77
22722	NATURAL GREEN LANDSACAPES	NATURAL GREEN LANDSCAPE; 0	10/10/2019	15,615.08
22747	NATURAL GREEN LANDSACAPES	NATURAL GREEN LANDSCAPE: 0	10/10/2019	15,615.08
22805	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TRIM/M	10/24/2019	11,175.00
Total for Department: 00 Non Departmentalized				559,563.93
Total for Fund:20 Assessment Fund				559,563.93

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
22732	UNITED CONSTRUCTION & LAND	UNITED CONST.: APP#3- VALLE L	10/10/2019	36,822.00
22746	M & B SERVICES INC.	M&B: INSTALL SEWER LINE/MEL	10/10/2019	2,500.00
22798	STATE READY MIX INC.	STATE READY MIX: CALSS II BAS	10/24/2019	266.90
22799	SUNBELT RENTALS INC.	SUNBELT RENTAL: TRENCH ROL	10/24/2019	831.76
22801	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES; 10/2019 1	10/24/2019	877.94
22809	LEACH MOUNCE ARCHITECTS	LEACH MOUNCE ARCHITECTS: A	10/24/2019	5,160.00
22810	LEACH MOUNCE ARCHITECTS	LEACH MOUNCE ARCHITECTS: A	10/24/2019	18,700.00
Total for Department: 00				65,158.60
Total for Fund:30 Park Dedication Fund				65,158.60

Check No. Vendor/Employee Transaction Description Date Amount

Grand Total

899,155.25

P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER
STATEMENT DATE 10-22-2019
AMOUNT DUE \$13,446.39
NEW BALANCE \$13,446.39
PAYMENT DUE ON RECEIPT

000002312 01 SP 0.560 106481082763735 P
PLEASANT VALLEY REC PRK
ATTN LEO YOUNG
1605 E BURNLEY ST
CAMARILLO CA 93010-4524

AMOUNT ENCLOSED
\$
Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEM
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

01344639 001344639

tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
SANT VALLEY REC	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$14,401.83	\$13,940.29	\$0.00	\$0.00	\$0.00	\$493.90	\$14,401.83	\$13,446.39

CORPORATE ACCOUNT ACTIVITY			
EASANT VALLEY REC			TOTAL CORPORATE ACTIVITY
st	Tran	Reference Number	Transaction Description
te	Date		Amount
04	10-04	74798269277000000000016	PAYMENT - 2384 00000 A
10	10-10	74798269283000000000034	PAYMENT - THANK YOU 00000 C
			.01 PY
			14,401.82 PY

NEW ACTIVITY				
NE PAAR	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$936.13	\$0.00	\$936.13
st	Tran	Reference Number	Transaction Description	Amount
te	Date			
25	09-23	24453519267030012582918	LAS POSAS CLEANERS CAMARILLO CA	64.00
25	09-23	24453519267030012582926	LAS POSAS CLEANERS CAMARILLO CA	34.00
07	10-04	24445009278000723377106	DOLLAR TREE CAMARILLO CA	7.36
14	10-11	24692169284100374080878	AMZN MKTP US*815GU9V33 AMZN.COM/BILL WA	47.13

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	800-344-5696		PREVIOUS BALANCE	14,401.83
		PURCHASES & OTHER CHARGES	13,940.29	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	10/22/19	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
SEND BILLING INQUIRIES TO:	AMOUNT DUE		CREDITS	493.90
U.S. Bank National Association			PAYMENTS	14,401.83
U.S. Bancorp Purchasing Card Program	13,446.39		ACCOUNT BALANCE	13,446.39
P.O. Box 6335				
Fargo, ND 58125-6335				



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number: _____
Statement Date: 10-22-2019

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-16	10-14	24789309288463400178724	FUN EXPRESS 800-2280122 NE	571.53
0-17	10-16	24445009289300368857447	SUPPLIES OUTLET.COM 877-822-8659 NV	68.36
0-18	10-17	24692169290100182220965	AMZN MKTP US*C64CO6M13 AMZN.COM/BILL WA	64.35
0-21	10-19	24445009293000650263205	DOLLAR TREE VENTURA CA	19.40
0-22	10-21	24164079294091007453707	TARGET 00010272 CAMARILLO CA	60.00

EONORE YOUNG	CREDITS \$0.00	PURCHASES \$860.77	CASH ADV \$0.00	TOTAL ACTIVITY \$860.77
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
9-30	09-27	24431069270026589411257	ADOBE *ACROPRO SUBS 800-833-6687 CA	14.99
0-08	10-08	24492159281719090340179	BOXEDB2BSALES 646-669-8979 NY	372.74
0-09	10-08	24692169281100384354753	J2 *METROFAX 888-929-4141 CA	7.95
0-10	10-09	24137469283001198741968	USPS PO 0511580060 CAMARILLO CA	14.35
0-10	10-09	24231689283837000429450	SMART AND FINAL 400 CAMARILLO CA	40.79
0-11	10-09	24137469283500799906490	COFFEE BEAN STORE # 86 C CAMARILLO CA	69.95
0-21	10-20	24204299293000037943527	MSFT * E07009FTRP 800-6427676 WA	28.00
0-21	10-20	24204299293000038393755	MSFT * E07009FUGQ 800-6427676 WA	300.00
0-21	10-20	24430999293400818010275	MSFT * E07009FUJN 800-642-7676 WA	12.00

ANNY BINNEY	CREDITS \$0.00	PURCHASES \$280.77	CASH ADV \$0.00	TOTAL ACTIVITY \$280.77
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-03	10-01	24137469275500592594527	B AND B DO IT CENTER CAMARILLO CA	6.75
0-14	10-11	24755429284292848722359	THE MARK IT PLACE CAMARILLO CA	274.02

ATLYN SIMBER-CLICKENER	CREDITS \$0.00	PURCHASES \$245.78	CASH ADV \$0.00	TOTAL ACTIVITY \$245.78
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-27	09-26	24431069270898000109300	COSTCO WHSE #0420 OXNARD CA	53.86
0-02	10-01	24445009275000670051087	DOLLAR TREE CAMARILLO CA	13.94
0-03	10-01	24692169275100528100847	MICHAELS STORES 5169 CAMARILLO CA	45.21
0-04	10-02	24137469276500788665197	B AND B DO IT CENTER CAMARILLO CA	5.14
0-11	10-10	24692169283100440699124	AMAZON PRIME AMZN.COM/BILL WA	127.63

CK MARIENTHAL	CREDITS \$0.00	PURCHASES \$1,476.90	CASH ADV \$0.00	TOTAL ACTIVITY \$1,476.90
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-30	09-26	24610439270010177319567	THE HOME DEPOT #1012 CAMARILLO CA	44.73
0-08	10-07	24015179280000920435373	76 - GSE 76 LAS POSAS CAMARILLO CA	95.50
0-09	10-07	24610439281010182383464	THE HOME DEPOT #1012 CAMARILLO CA	105.17

Company Name: PLEASANT VALLEY REC PRK

Corporate Account Number:

Statement Date: 10-22-2019

NEW ACTIVITY

st	Tran	Reference Number	Transaction Description	Amount
ite	Date			
-11	10-09	24692169283100632092351	THE HOME DEPOT 1012 CAMARILLO CA	931.64
-15	10-11	24692169288100359601124	CAMARILLO ALL OTHER 805-388-5320 CA	277.92
-18	10-16	24610439290010181259318	THE HOME DEPOT #1012 CAMARILLO CA	21.94

IC STORRIF CREDITS \$0.00 PURCHASES \$2,653.33 CASH ADV \$0.00 TOTAL ACTIVITY \$2,653.33

st	Tran	Reference Number	Transaction Description	Amount
ite	Date			
-26	09-25	24760629269470002283262	COAST CART 805-6437059 CA	715.00
-30	09-28	24431069271083344759081	AMAZON.COM*N63L03E13 AMZN AMZN.COM/BILL WA	128.72
-30	09-28	24692169271100714573736	AMZN MKTP US*I198Z78G3 AMZN.COM/BILL WA	1,432.25
-09	10-07	24445009281500327199116	OPC*VENTURA RMA 925-855-5000 CA	296.00
-09	10-07	24445009281500327199298	OPC MSC*SERVICE FEE 024 800-487-4567 NE	6.36
-18	10-17	24492159290852522586082	LIEBERTCASS 310-981-2000 CA	75.00

ANDON LOPEZ CREDITS \$0.00 PURCHASES \$203.75 CASH ADV \$0.00 TOTAL ACTIVITY \$203.75

st	Tran	Reference Number	Transaction Description	Amount
ite	Date			
30	09-27	24692169271100048034132	THE HOME DEPOT 1012 CAMARILLO CA	203.75

CHAFI CRUZ CREDITS \$263.58 PURCHASES \$1,472.08 CASH ADV \$0.00 TOTAL ACTIVITY \$1,208.50

st	Tran	Reference Number	Transaction Description	Amount
ite	Date			
30	09-27	24610439271010181389589	THE HOME DEPOT #1012 CAMARILLO CA	72.48
02	09-30	24610439274010178439253	THE HOME DEPOT #1012 CAMARILLO CA	22.43
03	10-01	24610439275010186395850	THE HOME DEPOT #1012 CAMARILLO CA	56.31
03	10-01	24692169275100678014350	THE HOME DEPOT 1012 CAMARILLO CA	336.62
03	10-01	24692169275100678014574	THE HOME DEPOT 1012 CAMARILLO CA	700.00
04	10-02	24610439276010182381382	THE HOME DEPOT #1012 CAMARILLO CA	181.25
04	10-02	24610439276010182381390	THE HOME DEPOT #1012 CAMARILLO CA	102.99
07	10-03	74692169277100954872045	THE HOME DEPOT 1012 CAMARILLO CA	263.58 CR

SEPH KEY CREDITS \$0.00 PURCHASES \$74.80 CASH ADV \$0.00 TOTAL ACTIVITY \$74.80

st	Tran	Reference Number	Transaction Description	Amount
ite	Date			
07	10-03	24610439277010185307557	THE HOME DEPOT #1012 CAMARILLO CA	74.80



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number:
Statement Date: 10-22-2019

NEW ACTIVITY

JOHN FLETCHER		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$230.32	\$2,460.60	\$0.00	\$2,230.28
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
09-25	09-24	24436549268010638772463	RAINMASTER 650-6222200 CA	508.30	
09-25	09-24	24436549268010638772471	RAINMASTER 650-6222200 CA	59.80	
09-26	09-24	24610439268010186404958	THE HOME DEPOT #1012 CAMARILLO CA	36.55	
10-01	09-30	24275399273900015342962	VC METALS INC 805-6442100 CA	481.63	
10-02	09-30	24610439274010178437463	THE HOME DEPOT #1012 CAMARILLO CA	113.89	
10-03	10-01	24610439275010186396338	THE HOME DEPOT #1012 CAMARILLO CA	122.77	
10-03	10-01	24610439275010186398508	THE HOME DEPOT #1012 CAMARILLO CA	36.73	
10-04	10-02	24692169276100309213206	THE HOME DEPOT 1012 CAMARILLO CA	96.46	
10-07	10-03	74692169277100954872029	THE HOME DEPOT 1012 CAMARILLO CA	97.80	CR
10-07	10-03	24610439277010185307771	THE HOME DEPOT #1012 CAMARILLO CA	38.17	
10-07	10-03	24692169277100954871653	THE HOME DEPOT 1012 CAMARILLO CA	500.00	
10-11	10-09	74610439283010183409592	THE HOME DEPOT #1012 CAMARILLO CA	132.52	CR
10-11	10-09	24692169283100632092260	THE HOME DEPOT 1012 CAMARILLO CA	300.00	
10-17	10-15	24610439289010183395576	THE HOME DEPOT #1012 CAMARILLO CA	136.80	
10-21	10-17	24610439291010181362756	THE HOME DEPOT #1012 CAMARILLO CA	29.50	

MICHAEL GUERRERO		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$112.12	\$0.00	\$112.12
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
10-14	10-10	24610439284010186400196	THE HOME DEPOT #1012 CAMARILLO CA	112.12	

MARY OTTEN		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$723.13	\$0.00	\$723.13
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
09-27	09-25	24692169269100871707923	MARRIOTT ANAHEIM F&B ANAHEIM CA M27062 ARRIVAL: 09-25-19	8.62	
09-30	09-29	24692169272100779386965	MARRIOTT ANAHEIM ANAHEIM CA 005460 ARRIVAL: 09-24-19	675.04	
10-09	10-07	24013399281001032522624	TOPPERS PIZZA PLACE 2 ONL TOPPERSPIZZAP CA	39.47	

KEVE REVELES		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$1,460.35	\$0.00	\$1,460.35
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
09-30	09-26	24755429270172701891457	YAMA LAWNMOWER SERVICE OXNARD CA	105.52	
10-04	10-03	24801979276726127424896	WARREN DISTRIBUTING VENT VENTURA CA	72.84	
10-10	10-09	24015179282001178178481	76 - GSE 76 LAS POSAS CAMARILLO CA	85.87	
10-10	10-09	24015179282001180468003	76 - GSE 76 LAS POSAS CAMARILLO CA	69.45	
10-10	10-09	24015179282001182436560	76 - GSE 76 LAS POSAS CAMARILLO CA	50.00	
10-10	10-09	24015179282001182928434	76 - GSE 76 LAS POSAS CAMARILLO CA	65.47	
10-10	10-09	24015179282001192020834	76 - GSE 76 LAS POSAS CAMARILLO CA	27.20	
10-10	10-09	24015179282001192020859	76 - GSE 76 LAS POSAS CAMARILLO CA	131.47	
10-11	10-10	24137469264600159330411	BIG BRAND TIRE #5 CAMARIL CARMARILLO CA	763.42	

Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number:
Statement Date: 10-22-2019

NEW ACTIVITY

Post Date	Transaction Date	Reference Number	Transaction Description	Amount	
10-16	10-15	24801979288726201424503	WARREN DISTRIBUTING VENT VENTURA CA	42.66	
10-22	10-21	24137469295600158090765	BIG BRAND TIRE #5 CAMARIL CARMARILLO CA	46.45	
FAMILY RAAB		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$45.00	\$0.00	\$45.00
Post Date	Transaction Date	Reference Number	Transaction Description	Amount	
10-03	10-02	24493989276200099200280	VCCCD DISTRICT OFFICE 805-378-1400 CA	45.00	
BERT A CERASUOLO		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$78.17	\$0.00	\$78.17
Post Date	Transaction Date	Reference Number	Transaction Description	Amount	
10-07	10-04	24610439278010181398864	THE HOME DEPOT #1012 CAMARILLO CA	78.17	
THONY MILLER		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$856.61	\$0.00	\$856.61
Post Date	Transaction Date	Reference Number	Transaction Description	Amount	
09-30	09-28	24692169271100966194751	AMZN MKTP US*1Q5L63HU3 AMZN.COM/BILL WA	28.99	
10-04	10-02	24327439276395201871594	MARIE CALLENDERS CAMARILL CAMARILLO CA	55.89	
10-09	10-08	24431069281083739533859	AMAZON.COM*0U9DY5I23 AMZN AMZN.COM/BILL WA	19.74	
10-21	10-18	24202989293030061217298	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	625.00	
10-22	10-21	24391219295026180721823	BUDGET.COM PREPAY RESERV 8006212844 VA 18072182US2	83.56	
10-22	10-21	24431069295026277021781	BATTERIES PLUS #0320 262-912-3000 CA	43.43	

Department: 00000 Total: \$13,446.39
 Division: 00000 Total: \$13,446.39

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

TO: BOARD OF DIRECTORS

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

DATE: December 5, 2019

SUBJECT: FINANCE REPORT OCTOBER 2019

SUMMARY

Staff is presenting the District's financial report for Fund 10 General Fund, Fund 20 Assessment District Fund and Fund 30 Park Dedication Fund (Quimby Fees) for the month of October 2019 with a prior year comparison.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH OCTOBER 31, 2019

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2019 through October 31, 2019 with a year-to-date comparison for the period of July 1, 2018 through October 31, 2018. The percentage rate used for the 2019-2020 fiscal year budget is 34% for Period 4 of the fiscal year.

REVENUES

Total revenue for the 4th month ending October 31, 2019 for Fund 10 (General Fund) has an overall increase of \$234,216. Most of the increase is due to 1) Hill Fire 2018 (\$156,693), 2) Donation (\$21,001) 3) Public Fees (\$11,416) and various other revenue accounts.

Total revenue for the 4th month ending October 31, 2019 for Fund 20 (Assessment District) is at 0.39% of budget. The first installment of tax apportionment for fiscal year 2019-2020 will arrive around December 20, 2019. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then, the finance reports will reflect minimal activity in the revenue section of the report.

Fund 30 (Park Dedication Fee) had minimal activity, with interest earnings as the only revenue received for the month of October.

EXPENDITURES

Personnel expenditures have increased by \$179,709 for FY 2019-2020 in comparison to personnel expense for the same time period as last year. This increase will be a constant for the first few months of the fiscal year, as the District paid the CalPERS Unfunded Liability in full for fiscal year 2019-2020; the amount paid to CalPERS was \$349,318. This variance is made primarily up from two-line items: 1) PERS Unfunded Liability has an increase over prior year of \$62,758 and

2) an increase in full-time and part-time wages of \$125,446. The increase in full time wages and part time wages is due to three pay periods in the month of October.

Service and Supply expenditures for Fund 10 have increased \$98,853 in comparison to the same time period as last year. This is due to Hill Fire (\$71,810) and increases and decreases in various accounts to equate to the overall increase of \$98,853.

Fund 20 is at 18.14% in Personnel and 60.42% in Service and Supplies with the increase in Services and Supplies primarily due to the 2017 Certificate of Participation payment that was made. This makes Fund 20 appear to be over budget, but keep in mind this is the only expense charged to that line item (line 7950).

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

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

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 1.87%. Fund 20 overall is over budget by 25.31%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for October 31, 2019 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of October 31, 2019 Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of October 31, 2019 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of October 31, 2019 Fund 30
(1 page)

General Ledger
Fund 10 General Ledger
October 2019 34%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Permit & Licensina Fees	7030	\$ -	\$ 4,696.84	\$ 250.00	\$ 11,730.00	\$ 11,480.00	2.13%
State License Fee	7040	\$ -	\$ 755.00	\$ 852.50	\$ 800.00	\$ (52.50)	106.56%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Legal Services	7110	\$ 5,498.87	\$ 18,143.50	\$ 18,845.69	\$ 78,000.00	\$ 59,154.31	24.16%
Typeset and Print Services	7115	\$ -	\$ 12,169.07	\$ 14,019.45	\$ 40,400.00	\$ 26,380.55	34.70%
Instructor Services	7120	\$ 13,299.94	\$ 46,243.35	\$ 41,319.81	\$ 162,847.00	\$ 121,527.19	25.37%
PERS Admin Fees	7125	\$ 84.80	\$ 336.49	\$ 156.98	\$ 1,550.00	\$ 1,393.02	10.13%
Audit Services	7130	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 20,175.00	\$ 18,075.00	10.41%
Medical & Health Svcs (HR)	7140	\$ 550.00	\$ 795.00	\$ 1,152.50	\$ 9,250.00	\$ 8,097.50	12.46%
Security Services	7150	\$ 81.96	\$ 2,068.35	\$ 306.96	\$ 9,530.00	\$ 9,223.04	3.22%
Entertainment Services	7160	\$ -	\$ 734.99	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ 6,909.47	\$ 46,404.31	\$ 33,015.50	\$ 61,788.00	\$ 28,772.50	53.43%
Umpire/Referee Services	7190	\$ 250.00	\$ 410.00	\$ 669.00	\$ 1,877.00	\$ 1,208.00	35.64%
Subscriptions	7210	\$ 657.49	\$ 273.40	\$ 1,149.45	\$ 4,712.00	\$ 3,562.55	24.39%
Rents & Leases - Equip	7310	\$ -	\$ 11,410.60	\$ 6,946.79	\$ 41,750.00	\$ 34,803.21	16.64%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ -	\$ 334.46	\$ 391.74	\$ 2,245.00	\$ 1,853.26	17.45%
Supplies	7420	\$ 556.12	\$ 1,197.15	\$ 927.06	\$ 9,250.00	\$ 8,322.94	10.02%
Binco Supplies	7430	\$ 436.72	\$ 2,648.86	\$ 2,002.14	\$ 9,600.00	\$ 7,597.86	20.86%
Sporting Goods	7440	\$ 2,420.30	\$ 940.84	\$ 2,527.05	\$ 7,900.00	\$ 5,372.95	31.99%
Arts and Craft Supplies	7450	\$ 7.51	\$ 32.13	\$ 26.36	\$ 2,430.00	\$ 2,403.64	1.08%
Training Supplies	7460	\$ -	\$ 225.00	\$ 210.00	\$ 2,500.00	\$ 2,290.00	8.40%
Camp Supplies	7470	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Small Tools	7500	\$ -	\$ 3,167.62	\$ 1,449.18	\$ 6,000.00	\$ 4,550.82	24.15%
Safetv Supplies	7510	\$ -	\$ 549.72	\$ 3,274.64	\$ 6,855.00	\$ 3,580.36	47.77%
Uniform Allowance	7610	\$ 450.00	\$ 842.67	\$ 946.35	\$ 12,450.00	\$ 11,503.65	7.60%
Safetv Clothing	7620	\$ 423.32	\$ 619.76	\$ 954.96	\$ 6,054.00	\$ 5,099.04	15.77%
Conference&Seminar Staff	7710	\$ 2,040.39	\$ 6,022.65	\$ 10,113.29	\$ 27,510.00	\$ 17,396.71	36.76%
Conference&Seminar Board	7715	\$ 110.00	\$ 80.00	\$ 170.00	\$ 4,450.00	\$ 4,280.00	3.82%
Conference&Seminar Travel Exp	7720	\$ 1,178.60	\$ 3,295.50	\$ 2,978.98	\$ 13,117.00	\$ 10,138.02	22.71%
Out of Town Travel Board	7725	\$ 846.72	\$ 1,418.82	\$ 846.72	\$ 6,556.00	\$ 5,709.28	12.92%
Private Vehicle Mileage	7730	\$ 288.84	\$ 698.79	\$ 700.52	\$ 4,287.00	\$ 3,586.48	16.34%
Buses/Excursions	7750	\$ -	\$ 11,687.54	\$ 4,336.94	\$ 26,700.00	\$ 22,363.06	16.24%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ 543.75	\$ -	\$ (543.75)	0.00%
Utilities - Gas	7810	\$ 1,506.57	\$ 5,848.00	\$ 4,399.53	\$ 26,283.00	\$ 21,883.47	16.74%
Utilities - Water	7820	\$ 86,310.54	\$ 270,957.25	\$ 308,023.17	\$ 825,373.00	\$ 517,349.83	37.32%
Utilities - Electric	7830	\$ 20,219.95	\$ 62,876.19	\$ 60,357.12	\$ 240,864.00	\$ 180,506.88	25.06%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 14,235.00	\$ 10,000.00	\$ (4,235.00)	142.35%
Awards and Certificates	7910	\$ 83.39	\$ 3,799.25	\$ 5,207.92	\$ 20,995.00	\$ 15,787.08	24.81%
Meals for Staff Training	7920	\$ 447.95	\$ 797.10	\$ 727.30	\$ 2,610.00	\$ 1,882.70	27.87%
Employee Morale	7930	\$ -	\$ 124.13	\$ 60.48	\$ 3,000.00	\$ 2,939.52	2.02%
COP Debt - PV Fields	7950	\$ 19,146.67	\$ 80,811.68	\$ 76,586.67	\$ 229,760.00	\$ 153,173.33	33.33%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 3,333.33	\$ 3,333.33	\$ 10,000.00	\$ 6,666.67	33.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ 1,666.67	\$ 1,666.67	\$ 5,000.00	\$ 3,333.33	33.33%
Reserve Designated Protect	7972	\$ -	\$ 6,666.68	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00	\$ 60,000.00	33.33%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ 1,666.67	\$ 10,000.00	\$ 6,666.67	\$ 20,000.00	\$ 13,333.33	33.33%
Services and Supplies		\$ 266,336.39	\$ 931,218.96	\$ 1,030,072.14	\$ 3,426,776.00	\$ 2,396,703.86	30.06%
YTD Comparison				\$ 98,853.18			

Capital - Prior Year Projects

Sr/Community Rec Facility	8422	\$ -	\$ 1,032.00	\$ 7,270.00	\$ -	\$ -	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ 4,584.05	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 2,771.41	\$ -	\$ -	\$ -	0.00%
Sprinsville Dog Park Wall	8436	\$ -	\$ 18,722.09	\$ -	\$ -	\$ -	0.00%
Valle Lindo Restroom/Pavilion	8444	\$ (652.14)	\$ -	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ -	\$ 220.35	\$ -	\$ -	\$ -	0.00%
Bob Kildee Restroom Roof	8450	\$ -	\$ 15,613.00	\$ -	\$ -	\$ -	0.00%
Mtr Enclosur-Encnt,Fhill,Adolf	8456	\$ 29.15	\$ -	\$ 7,872.15	\$ -	\$ (7,872.15)	0.00%
Arnell Rnch Park Picnic Area	8457	\$ -	\$ 23,507.52	\$ -	\$ -	\$ -	0.00%
Pitts Ranch Park Pavilion	8458	\$ 479.75	\$ -	\$ 29,256.49	\$ -	\$ (29,256.49)	0.00%
Freedom Baseball Fields	8459	\$ -	\$ 613.07	\$ -	\$ -	\$ -	0.00%
LPA Architects-CC/Gvm/Sr Ctr	8463	\$ 241.16	\$ -	\$ 19,690.15	\$ -	\$ (19,690.15)	0.00%
Arnell Ranch Park Renovation	8464	\$ -	\$ -	\$ 30,779.13	\$ -	\$ (30,779.13)	0.00%
Capital		\$ 97.92	\$ 67,063.49	\$ 94,867.92	\$ -	\$ (87,597.92)	0.00%

Capital - Current Year Projects

Equip/Facilitv Replacement	8420	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Lamps/Pole Replacement at M.O.	8465	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 53,000.00	0.00%
L.E.D. Light SprinsvilleTennis	8466	\$ -	\$ -	\$ -	\$ 22,000.00	\$ 22,000.00	0.00%
Charter Oaks Irrigation-Trees	8467	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Community Center Maraquee	8468	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	0.00%
PVAC Pool Heater	8470	\$ -	\$ -	\$ 23,930.00	\$ 23,930.00	\$ -	100.00%
Cam Grove Play Equipment	8471	\$ -	\$ -	\$ -	\$ 34,117.00	\$ 34,117.00	0.00%
Freedom Park ParkingLot&Skywav	8472	\$ 321.66	\$ -	\$ 321.66	\$ 250,000.00	\$ 249,678.34	0.13%
P.V. Fields Painting II	8473	\$ -	\$ -	\$ 13,690.00	\$ 15,000.00	\$ 1,310.00	91.27%
Capital		\$ 321.66	\$ -	\$ 37,941.66	\$ 522,047.00	\$ 484,105.34	7.27%

Total Expenses		\$ 675,734.31	\$ 2,351,586.22	\$ 2,630,148.50	\$ 8,185,248.00	\$ 5,555,099.50	32.13%
YTD Comparison				\$ 278,562.28			

**General Ledger
Fund 20 Assessment District
October 2019 34%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (9.96)	\$ (54.31)	\$ (468.44)	\$ (1,078.00)	\$ (609.56)	43.45%
Assessment Revenue	5500	\$ 18,149.38	\$ (6,609.68)	\$ (4,019.47)	\$ (1,150,444.00)	\$ (1,146,424.53)	0.35%
Staffing Cost Recovery	5563	\$ -	\$ (216.30)	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 18,139.42	\$ (6,880.29)	\$ (4,487.91)	\$ (1,151,522.00)	\$ (1,147,034.09)	0.39%
YTD Comparison				\$ 2,392.38			
Expense							
Full Time Salaries	6100	\$ 1,156.08	\$ 5,082.84	\$ 3,738.88	\$ 21,093.00	\$ 17,354.12	17.73%
Retirement	6120	\$ 178.07	\$ 836.79	\$ 573.97	\$ 3,896.00	\$ 3,322.03	14.73%
Employee Insurance	6130	\$ 174.79	\$ 844.82	\$ 766.54	\$ 3,025.00	\$ 2,258.46	25.34%
Workers Compensation	6140	\$ 110.82	\$ 532.82	\$ 385.95	\$ 2,120.00	\$ 1,734.05	18.21%
Personnel		\$ 1,619.76	\$ 7,297.27	\$ 5,465.34	\$ 30,134.00	\$ 24,668.66	18.14%
YTD Comparison				\$ (1,831.93)			
Incidental Costs - Assess	6709	\$ -	\$ 9,776.34	\$ 10,449.72	\$ 33,346.00	\$ 22,896.28	31.34%
Tree Care - Assess	6719	\$ 25,950.00	\$ 32,475.00	\$ 25,950.00	\$ 55,000.00	\$ 29,050.00	47.18%
Contracted LS Services	6720	\$ 31,230.16	\$ 118,391.49	\$ 122,227.74	\$ 489,568.00	\$ 367,340.26	24.97%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
ActiveNet Charges	6950	\$ -	\$ 54.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
GOP Debt - PV Fields	7950	\$ 517,158.77	\$ 246,409.38	\$ 517,158.77	\$ 517,434.00	\$ 275.23	99.95%
Expense		\$ 574,338.93	\$ 407,106.21	\$ 675,786.23	\$ 1,118,408.00	\$ 442,621.77	60.42%
YTD Comparison				\$ 268,680.02			
Total Expenses		\$ 575,958.69	\$ 414,403.48	\$ 681,251.57	\$ 1,148,542.00	\$ 467,290.43	59.31%
YTD Comparison				\$ 266,848.09			

General Ledger
Fund 30 Park Dedication Fee (Quimby)
October 2019 34%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (61.81)	\$ (284.88)	\$ (15,521.03)	\$ (43,900.00)	\$ (28,378.97)	35.36%
MBS Interest Earnings	5320	\$ -	\$ (4,971.20)	\$ (4,638.94)	\$ -	\$ 4,638.94	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ (92,200.46)	\$ -	\$ 92,200.46	0.00%
Revenue		\$ 61.81	\$ 5,256.08	\$ 112,360.43	\$ 43,900.00	\$ (68,460.43)	255.95%
YTD Comparison				\$ 107,104.35			

Expense							
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ActiveNet Charges	6950	\$ -	\$ -	\$ 48.00	\$ -	\$ (48.00)	0.00%
Services and Supplies		\$ -	\$ -	\$ 48.00	\$ -	\$ (48.00)	0.00%
YTD Comparison							

Capital - Carry Over Projects							
Valle Lindo Restroom/Pavilion	8444	\$ 43,512.08	\$ -	\$ 136,479.11	\$ -	\$ (136,479.11)	0.00%
Nancy Bush Park Playground	8445	\$ -	\$ 63,161.45	\$ -	\$ -	\$ -	0.00%
Nancy Bush Park-Picnic Area	8446	\$ -	\$ 9,450.00	\$ -	\$ -	\$ -	0.00%
Nancy Bush Park-Pavilion	8447	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Freedom Baseball Fields	8459	\$ -	\$ -	\$ 2,933.64	\$ -	\$ (2,933.64)	0.00%
Mel Vincent Park Restrooms	8460	\$ 3,843.37	\$ -	\$ 8,452.37	\$ -	\$ (8,452.37)	0.00%
Nancy Bush Slab I	8461	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital		\$ 47,355.45	\$ 72,611.45	\$ 147,865.12	\$ -	\$ (147,865.12)	

Capital - Current Year Projects							
PVAC Restroom & Shower	8469	\$ 18,700.00	\$ -	\$ 19,132.14	\$ 500,000.00	\$ 480,867.86	3.83%
Capital		\$ 18,700.00	\$ -	\$ 19,132.14	\$ 500,000.00	\$ 480,867.86	3.83%

Park Dedication Fees (Quimby) CASH						
Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date
7/31/2014	\$615,709.00	AMLI	\$441,823.80	\$615,709.00	\$173,885.20	7/31/2019
1/15/2015	\$2,250,489.00	Fairfield Camarillo LLC	\$896,584.20	\$ 1,600,000.00	\$1,353,904.80	1/31/2020
8/8/2016	\$2,649,209.00	Elacora Mission Oaks	\$189,887.74	\$-	\$2,459,321.26	8/8/2021
8/10/2016	\$474,353.00	KB Homes	\$146,805.74	\$ 600,000.00	\$327,547.26	8/10/2021
6/7/2018	\$21,612.25	Crestview	\$-	\$-	\$0.00	6/7/2023
6/29/2018	\$96,391.39	Aldersgate Constructic	\$-	\$-	\$0.00	6/29/2023
1/11/2019	\$50,291.16	Aldersgate Constructic	\$-	\$-	\$0.00	1/11/2024
3/7/2019	\$35,242.00	Habitat for Humanity	\$-	\$-	\$0.00	3/7/2024
9/12/2019	\$92,200.46	Aldersgate Construction	\$-	\$-	\$0.00	9/12/2024
Total	\$6,285,497.26		\$1,675,101.48	\$2,815,709.00	\$1,794,686.78	

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

TO: BOARD OF DIRECTORS

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

DATE: December 5, 2019

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 640 REQUESTING A LOAN FROM THE CAPITAL
ACCOUNT TO THE GENERAL FUND ACCOUNT**

SUMMARY

Staff is requesting the Board to approve a temporary loan from Capital to the General Fund to help cover payroll and accounts payable expenses until the tax apportionment is received. This request is only precautionary as the District appears to have enough cash to handle all payroll and accounts payable invoices until the tax apportionment is received, which should be around December 20th.

BACKGROUND

Staff continues to be prudent while managing the District's annual fiscal year budgets. The District's revenues have improved over the course of the past few years, but costs continue to increase. Beyond a variety of fees and charges that serve as revenue, the primary source of revenue is property taxes.

The District receives the property taxes in two increments during the months of April and December. In the past, these two payments have been sufficient to cover the District expenses from April through December and January through March. For the month of December, the District may need to borrow funds from the District's Capital account, at an interest rate of 0.30% (the Capital account currently earns interest at 0.30% to cover the December payroll and accounts payable). Once the December tax apportionment is received, the loan will be repaid back to the Capital account with interest. It is anticipated the loan would be no more than a 10-day loan if needed.

ANALYSIS

It is estimated the District will require an amount of approximately \$100,000 to sufficiently operate for the remainder of the calendar year prior to the next property tax increment. This temporary loan will provide funds for personnel costs and operations (materials and supplies) and will not force the District to borrow funds from the District's bank as it had to do in the past.

Based on the December property tax payment history, the District will be able to reimburse the Capital Account in January 2020.

FISCAL IMPACT

The fiscal impact to the General Fund will be for the interest paid to the Capital Account of approximately \$8.20 if the entire \$100,000 is borrowed from the Capital Account.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 640 directing staff to loan funds from the Capital Account to the General Fund Account to cover payroll and accounts payable expenditures for the last month of calendar year 2019.

ATTACHMENT

- 1) Resolution No. 640 (1 page)

RESOLUTION NO. 640

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUESTING A 10-DAY TEMPORARY LOAN FROM THE CAPITAL
FUND TO THE GENERAL FUND CHECKING**

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) is a local public agency, operating pursuant to its principal act set forth in California Public Resources Code Section 5780 et seq.; and

WHEREAS, the District Board of Directors (“Board”) desires to authorize the Capital Fund to temporarily loan the General Fund an amount not to exceed \$100,000 for District operations, pending receipt of tax revenues in December 2019; and

WHEREAS, the General Fund will pay an interest rate of 0.30% to the Capital Fund for the actual amount of funds borrowed.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of December 2019, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Robert Kelley, Chairman, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Neal Dixon, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: December 5, 2019

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES
AND EQUIPMENT LIST**

RECOMMENDATION

It is recommended the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

BACKGROUND

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies.

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on April 4, 2018, staff has compiled the attached list for board review.

FISCAL IMPACT

There is a possible minor positive fiscal impact from this action upon sale of the surplus supplies and equipment.

RECOMMENDATION

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

ATTACHMENTS

- 1) Surplus Supplies and Equipment List (1 page)
- 2) Surplus District Property Disposal Policy (2 pages)

If Board Approved All Supplies Disposed of by End of Month Unless Otherwise Noted



Pleasant Valley Recreation and Park District

Surplus Supplies and Equipment List

Equipment	Model	Serial #	Does it work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
Laneline Reel x2	KDI-75101	75101	yes	Poor	2010	\$2,025.00		



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**SURPLUS DISTRICT PROPERTY DISPOSAL POLICY
Board Approved April 4, 2018**

PURPOSE

The Pleasant Valley Recreation and Park District (the District) shall establish an administrative policy for the disposition of surplus personal property, equipment, and materials. This policy does not apply to real property and exists to ensure the receipt of all revenues from the disposal of surplus personal property, equipment, and materials.

POLICY

The General Manager (or his/her designee) shall develop a “Surplus Supplies and Equipment List” (“personal property” or “property”) which is surplus. Prior to disposition, the Board shall be provided with, and approve the “List.”

DEFINITIONS

- **SURPLUS SUPPLIES AND EQUIPMENT LIST** - List of property which has been determined “surplus” by the General Manager.
- **SURPLUS** – Non “real property” has little or no remaining useful life for the District.

MEANS OF PROPERTY DISPOSAL AND ACCOUNTING

The property may be disposed of as follows:

The first effort shall be to dispose of that property in a manner which is most likely to generate the greatest return to the District. Staff will determine which method of disposal is best. Such methods of disposal include but are not limited to the following:

1. Sale on the open market. The General Manager shall cause to be published at least three days before the sale, in a newspaper circulated throughout the District, and/or by posting on any District website, a notice of sale setting forth a general description of the personal property to be sold, and the day, time and location of the sale. The terms of all such sales shall be cashier’s check or money order in the amount of the full purchase price. The District also may conduct a public auction in this manner. The fees for this sale shall be deducted from the proceeds of the sale.
2. Sale by sealed bid. The General Manager may post such property for sale on the District website or on another website for the sale of surplus items (such as eBay) subject to posted rules developed for such sale or the rules of that website.



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**SURPLUS DISTRICT PROPERTY DISPOSAL POLICY
Board Approved April 4, 2018**

3. **Donation.** The General Manager may, when in his/her judgment the sale or auction of surplus personal property is infeasible or will result in minimal return to the District, cause such surplus personal property to be donated to any other governmental organization or non-profit group or corporation exempt from federal taxes pursuant to Internal Revenue Code Section 501(c) (3) located within or serving the District.
4. **Selling for Scrap.** Surplus property may be sold as scrap if the General Manager deems that the value of its parts exceeds the value of the surplus property as a whole.
5. **No Value Item.** Where the General Manager determines that property is surplus and of minimal or no value to the District or the cost of disposal of such property would exceed the recovery value, the General Manager shall dispose of the same in such a manner he or she deems appropriate and in the best interest of the District.
6. **No employee or Director of the District or his/her immediate family may acquire any District surplus property.**

Accounting for the disposition of personal property, equipment and materials:

When so authorized to sell, donate, recycle, and scrap District property, the employee directed to undertake such activity shall:

1. Remit the entire proceeds from any such activity to the District's Administrative Manager.
2. Complete receipt documentation form for the disposal of surplus personal property, equipment and materials and submit with proceeds, if any, to the District's Administrative Manager.

Administrative Department shall:

1. Make adjustments to the Surplus Supplies and Equipment List
2. Deposit all proceeds from the disposition of surplus personal property, equipment and materials into the General Fund.
3. Cause licenses and title documents to be executed and transferred upon verification of receipt of funds.
4. Authorize the delivery of the surplus property.

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

TO: BOARD OF DIRECTORS

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

DATE: December 5, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF A THREE-
YEAR AGREEMENT BETWEEN PLEASANT VALLEY
RECREATION AND PARK DISTRICT AND THE
ROADRUNNER REMOTE-CONTROL CLUB AT
FREEDOM PARK**

SUMMARY

The Pleasant Valley Recreation and Park District ("District") owns and operates remote control tracks at Freedom Park. Since 2006, the District has had an Agreement with the Roadrunners Remote Control Club to act as Contract Operator ("Operator") to manage and operate the tracks. The Agreement expires in 2019 with both parties seeking an extension.

BACKGROUND

Beginning in 2006, the District, as the facility owner, entered an Agreement with a Contract Operator to operate the Remote-Control Track for five years. The Agreement was shortened to three years and additional discussions took place regarding physical improvements to the facility by the operator and additional programs in 2010. The District and Operator renewed the Agreement three (3) additional times in 2010, 2013, and 2016. During the summer of 2019, the District and Operator met to discuss operations, finances, and terms and conditions of the proposed extension to the Agreement.

ANALYSIS

As part of the previous Contract Operator Agreements, both parties would develop goals together as a measurable way to gauge the overall operation of the facility including programs, tracking improvements and service to the community on an annual basis. The District is proposing to eliminate this practice due to the independent nature of the parties. The Operator shall operate independently and develop internal goals.

The proposed length of the Agreement is three (3) years beginning January 2020 and expiring December 2022. The District and Operator shall meet to discuss additional agreements prior to the expiration of this proposed Agreement.

A summary of updated Agreement items includes:

Fees to be Charged

The Operator has paid \$600 per quarter throughout the 2013-2016 and 2016-2019 Agreements. The proposed 2020-2022 Agreement includes quarterly rent starting at \$650 with a \$50 per quarter annual escalator.

- January 1, 2020 to December 31, 2020 - \$650 per quarter
- January 1, 2021 to December 31, 2021 - \$700 per quarter
- January 1, 2022 to December 31, 2022 - \$750 per quarter

Utility Payments by Operator

The 2013-2016 Agreement did not include a utility (water) fee. The Operator currently receives a monthly electric bill from the utility company. The water bill comes to the District, however, there is not a separate meter from the RC Track and the ball fields. The proposed 2020-2022 Agreement includes the water rate of \$100 per quarter.

- January 1, 2020 to December 31, 2020 - \$100 per quarter
- January 1, 2021 to December 31, 2021 - \$100 per quarter
- January 1, 2022 to December 31, 2022 - \$100 per quarter

Remote Control Track Safety

The Operator shall develop a Facility Safety Checklist (“Checklist”) to be completed each day prior to operation. Checklists shall be available for inspection with any safety violations or accidents submitted within 24 hours to the District. A District Accident Report is included (Attachment B) for use by Operator.

Background Check Requirements

In accordance with Public Resources Code Section 5164 and Penal Code Section 1110533, the District is requiring the Contract Operator to fingerprint and/or perform adequate background screening (*LiveScan*, for example) for all staff/coaches/volunteers associated with the operation as required by all applicable laws, at the Contract Operator’s sole expense.

The Operator will continue to provide an annual financial statement and report to the Board of Directors. Additionally, the Agreement also includes a renewal option for a period of one additional three-year period.

FISCAL IMPACT

The District will generate an additional \$2,400 in revenue throughout this 2020-2022 Agreement.

Agreement	2013-2016	2016-2019	2020-2022
Facility Rental	\$7,200	\$7,200	\$8,400
Utility Fees	\$0	\$0	\$1,200
TOTAL	\$7,200	\$7,200	\$9,600

RECOMMENDATION

It is recommended the Board review and approve a three-year Agreement with Roadrunner Remote Control Club for the operation of the Freedom Park Remote Control Track.

ATTACHMENTS

- 1) Contract Operator Agreement – Remote Control Track at Freedom Park (11 pages)
- 2) Attachment A - Facility Map (1 page)
- 3) Attachment B - Accident Report (1 page)
- 4) Attachment C - PVRPD Insurance Requirements (1 page)

**AGREEMENT FOR OPERATION OF
REMOTE CONTROL TRACK AT FREEDOM PARK**

This Agreement is by and between the Property Owner, Pleasant Valley Recreation and Park District ("District"), and the Contract Operator, Freedom Park Roadrunner Remote Control Track ("Operator").

RECITALS

A. District owns that certain parcel of real property (the "Property") located in the City of Camarillo, County of Ventura, State of California, APN No. 230-0-030-145, comprising a portion of District's Freedom Park. The Property is depicted on the map attached as Attachment A, incorporated by reference herein.

B. In accordance with its authority contained in Public Resources Code sections 5786 and 5786.1, District desires to utilize a portion of the Property for On-Road and Off-Road Remote-Control Car Racing. The portion of the Property and the existing and any future Remote-Control Track improvements thereon shall hereafter be referred to as the "Facility."

C. Operator proposes to operate and maintain the Facility for public use as described in this Agreement.

D. This Agreement sets forth the Parties mutual understanding and agreement as to the terms and conditions of the operation and maintenance of the Facility by Operator.

NOW, THEREFORE, based on the mutual covenants and conditions as set forth herein, the parties agree as follows:

1. **Grant of Operator Rights.** Condition of Facility. District hereby grants Operator the right to use and operate the Facility, in strict accordance with the terms and conditions set forth herein, for the purposes set forth in Section 2.

Operator acknowledges that (i) the Facility is in good and tenable condition; (ii) Operator has determined that the Facility is acceptable for Operator's use; (iii) neither District nor any of its directors, officers, employees, volunteers, or agents ("District Parties") has made any representations or warranties in connection with the physical condition of the Facility or its fitness for Operator's use upon which Operator has relied directly or indirectly for any purpose; and (iv) Operator accepts the Facility in "AS-IS" condition and agrees that District shall not be obligated to make any alterations, additions or improvements thereto.

2. **Use of Facility.** Operator shall make the Facility available and shall operate the Facility for public recreational use consistent with the public purposes for which it was originally conveyed to the District by the County of Ventura, and in strict compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The general public shall be allowed use of the Facility, and ingress and egress to the Facility, subject to reasonable restrictions and conditions established by

Operator. All restrictions and conditions imposed by Operator are subject to review, approval and modification by District, in District's sole and complete discretion which may be exercised for any reason and without penalty to District (hereafter "sole discretion").

Specifically, Operator at its sole expense shall operate the Facility for remote control car racing. The Facility shall not be utilized for any other purpose, unless specifically authorized in advance in writing by the District in its sole discretion.

The Facility has no private or designated parking lot. Users can park in available adjacent parking lots. Parking may not be reserved for Facility events or operation without authorization by the District.

The Facility shall be operated by the Operator only during the times Freedom Park is open to the public as a public recreational facility. If Operator determines that it would be advantageous to operate the Facility at times when Freedom Park is not open to the public, Operator may request authorization to keep the Facility open during such times. Authorization to open the Facility when Freedom Park is closed must be given in writing by the District. If such authorization is given, the Operator is solely responsible for providing adequate security to the Facility and its patrons during said extended hours.

District and District's Parties shall have no responsibility to safeguard the Facility or any of the equipment and property of Operator or its employees, customers, invitees, agents or contractors ("Operator's Parties"). District and District's Parties shall have no responsibility to safeguard or protect Operator or Operator's Parties from bodily injury (including death) or personal injury.

Hours of operation must be visibly posted by Operator at the Facility and communicated effectively to the public.

3. Title to Facility. This Agreement shall not constitute a grant to Operator of any real property or estate interest in the Facility, whether fee, leasehold, easement, license, or otherwise. District retains all ownership right to the Facility; and all improvements constructed thereon; and the right to possession of the Facility, except as granted to Operator herein. Operator's rights shall be strictly limited to those rights provided herein. Operator shall not permit, allow or establish mortgages, deeds of trust, liens, or any other encumbrance of any nature against the Facility, the Property or any other property owned by District.

4. District Regulations. Operator acknowledges that the Facility is part of Freedom Park. Accordingly, Operator agrees that it shall operate and maintain the Facility in a manner consistent with the ordinances, rules, regulations, and policies established by the District for parks and facilities within the District ("District Rules"), including Freedom Park, as outlined in District Ordinance 8, as amended from time to time. In the event District determines that Operator is not operating the Facility in a manner consistent with District Rules, District shall so advise Operator concerning the inconsistencies, and Operator must immediately change its operations to conform with District Rules. To the extent that District Rules are inconsistent with the terms of this

Agreement, the terms of this Agreement shall prevail.

5. **Term of Agreement.** The term of this Agreement shall be three (3) years, commencing on January 1, 2020 and terminating December 31, 2022. The parties shall then meet to discuss any potential extension.

On the expiration or termination of this Agreement, Operator shall promptly surrender and deliver the Facility to District in good condition and repair subject to reasonable wear and tear and shall surrender all keys to the Facility or, in the event of the loss of any keys, Operator shall reimburse District for the cost of replacing same. At the expiration of this Agreement, if Operator holds over for any reason, it is agreed, in absence of a written agreement to the contrary, tenancy shall then be from month-to-month only and not a renewal of this Agreement, or an extension for any further term.

6. **Fees to Be Charged.** The fees charged shall be generally consistent with charges made by similar facilities in Ventura County and Southern California. Operator must provide District with a fee schedule and notice of any fee changes thirty (30) days in advance of the proposed implementation of revised fees.

7. **Utility Payments by Operator.**

A. Operator will make utility payments directly to utility company for all utilities except water used by Operator at the Facility and is solely responsible for all costs in connection therewith.

B. Operator shall pay District a monthly water fee in the amount of \$100 per quarter for the duration of this Agreement.

Utility Payments are due and payable to District quarterly in arrears on the first (1st) day of each calendar quarter, and no later than the seventh (7th) day of the calendar quarter for the prior quarter. For example, Operator shall pay all utility payments due to District no later than October 7 for quarter ending September 30.

If utility payments are received after the 7th day of any quarter, a \$100 late fee shall be charged and payable immediately.

8. **Direct Cost Services.** Operator is solely responsible for all costs associated with services and/or equipment provided or used at the site for the benefit of the Operator's site users as needed to operate the Facility. Examples of such services are: porta-potty/sink rentals and service and gardening. The District is not fiscally responsible for direct cost services to the site.

9. **Maintenance of Facility.** The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by Operator in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator agrees to diligently comply with this obligation, at Operator's sole cost. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) trash and debris from the track and throughout the Facility.

In the event the Facility, or any improvements, equipment or fixtures therein are damaged or destroyed by any cause, including, but not limited to damage or destruction from natural causes such as fire, explosion, smoke, lightning, flood, earthquake, and storm, and also including but not limited to damages resulting from human acts such as vandalism, mischief, riot or public disorder, aircraft and vehicular damages, and similar causes, regardless of whether said cause of damage or destruction was within or outside the control of Operator, except for damage or destruction caused by the active or sole negligence or willful misconduct of District, its agents or employees, Operator shall promptly secure the area affected and repair such damage or destruction to restore the Facility to its condition prior to such damage or destruction as quickly as repairs or restoration can reasonably be made. All costs associated with the repair or restoration of the Facility shall be borne solely by the Operator and/or its insurance.

At the conclusion or termination of this Agreement for any reason (including default), any and all moveable improvements, equipment and supplies present at the Facility shall be the property of Operator and must be removed within twenty (20) days after termination of this Agreement. Operator shall not remove any improvements, fixtures or equipment which have become a physical part of the Facility. All such items which have become a part of the Facility shall be delivered to District in a state of good condition and repair. Operator shall also deliver to District all monies and other property due to District under this Agreement. Operator shall also deliver to District all materials, property, copies of records, and other items which would have been provided to District or which District would have been permitted to inspect pursuant to Section 15.

10. Alterations to Facility. No alterations or improvements to the Facility shall be made or constructed by Operator, without the advance written consent of District. Consent may be withheld by District in its sole discretion.

The cost of any and all alterations or improvements to the 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 borne solely by Operator.

Prior to any such work, Operator shall submit to District for review plans, specifications and drawings detailing the proposed work. The plans, specifications and drawings shall be submitted in a form satisfactory to District. District, in its sole discretion, may require Operator to make changes to the plans, specifications or drawings. Although District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The Operator 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, Operator shall provide 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. Operator shall additionally comply with any other conditions imposed by 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, Operator shall diligently prosecute the work to completion. Operator 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.

11. Insurance and Indemnity.

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

B. Indemnification/Hold Harmless: Operator agrees to indemnify, defend and hold harmless District and District's Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Remote 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 Operator's performance of its obligations hereunder or Operator's failure to comply with such obligations, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of District. These indemnification provisions shall survive the term of this Agreement.

Specific insurance requirements can be found in Attachment C – PVRPD Insurance Requirements and are subject to change based on the District Risk Management guidelines.

12. **Use of photographs and video.** Operator consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. Operator waives any right to review or approve the finished product or the use to which it may be applied.

13. **Rental Payment by Operator.** Operator shall pay to District, as rental for use and operation of the Facility, the quarterly payments described below.

January 1, 2020 to December 31, 2020 - \$650 per quarter

January 1, 2021 to December 31, 2021 - \$700 per quarter

January 1, 2022 to December 31, 2022 - \$750 per quarter

Rent is due and payable to District quarterly in arrears on the first (1st) day of each quarter, and no later than the seventh (7th) day of the calendar quarter for the prior quarter. For example, Operator shall pay all rent due to District no later than October 7 for quarter ending September 30.

If a rent payment is received after the 7th day of any quarter, a \$100 late fee shall be charged and payable immediately.

A monthly Facility attendance record shall be delivered to the District with the quarterly rent payment.

14. **Accounting Records:** Operator shall maintain, at its sole expense, a comprehensive system of books, records, and accounts concerning its activities at the Facility. Such books, records, and accounts shall be kept on a fiscal year basis and based on the cash method of accounting in accordance with generally accepted accounting principles, consistently applied. Such books, records, and accounts shall include, without limitation, vouchers, questionnaires, and similar materials of general distribution, which are not expected to have a material effect upon the construction and operation of the Facility or the District. Operator shall retain such records for a period of not less than three years. At District's request, Operator shall make its books, records and accounts available at the Facility or other location as specified by District for inspection by District and District's Parties during business hours.

Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Facility patron, spectator, bystander, or third party) affecting the Facility or its operation, and all occurrences and circumstances affecting in any manner District's rights under this Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement,

Operator at its sole expense shall furnish to District such further information concerning the operation, management, promotion, repair, servicing, and maintenance of the Facility, that may be requested from time to time by District.

15. Inspection of Facility. District and District's Parties shall have the right to enter upon the Facility at any and all reasonable times for the purpose of inspection of the Facility, including the Operator's improvements, equipment and fixtures, and for observation of Operator's activities. During these inspections District and District's Parties shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place in the Facility.

16. Relationship of Parties: The relationship of Operator to District under this Agreement shall be that of an independent contractor using District property for the operation of Operator's independent business. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of principal and agent. Operator shall have no right to obligate District in any manner whatsoever. Operator is and shall be an independent business solely responsible for performance of the obligation assumed by Operator under this Agreement and solely responsible for the operation and maintenance of the Facility. All personnel employed in connection with Operator's use and operation of the Facility shall be employees of Operator, and they shall have no employment relationship with District. Operator shall be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. Operator shall be solely responsible for establishing policies and procedures relating to the employment of such personnel.

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

Operator agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause. In its operation of the Facility Operator shall comply with the provisions of the California "Unruh Civil Rights Act" and the "California Fair Employment and Housing Act" together with all amendments and recodifications of said laws.

17. Safety: Operator must fingerprint and/or perform adequate background screening (LiveScan, for example) for all coaches/volunteers associated with the Operator as required by all applicable laws. Operator shall provide the District with a signed letter or documentation on an annual basis stating they have complied with performing a screening process.

Operator shall submit a completed Accident/Incident Report (Attachment B -

Accident/Incident Report) for any participants, spectators, volunteers, judges/referees or paid staff that may result in any claims against the District within 72 hours of the accident/incident or when the Operator's volunteer and/or staff is first alerted to the incident.

18. Default: If Operator defaults in its performance of any provision contained in this Agreement after any applicable cure period, District may exercise any and all remedies which may be available to District pursuant to law, and District may exercise any and all remedies granted to District pursuant to this Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Operator is expressly made a condition of this Agreement, and upon a breach thereof, if not promptly remedied by Operator, District may exercise any and all rights of entry upon the Facility and may terminate this Agreement.

In the event District determines that Operator has defaulted in any of its obligations under this Agreement, District shall deliver to Operator a written notice advising Operator of the provisions of this Agreement in which it is in default. The notice serves as notification that Operator shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. In the event Operator defaults in the payment of any funds to District, Operator shall have a period of seven (7) days within which to remedy the default. If Operator defaults in the performance of any other obligation under this Agreement, Operator shall have a period of thirty (30) days within which to remedy such default. If Operator does not remedy a default in its obligations under this Agreement pursuant to the remedy provisions provided above, all rights of Operator to use the Facility shall forthwith cease and terminate upon delivery to Operator of a notice of termination by the District.

In the event of termination for default, Operator shall receive no compensation for construction of any Facility improvements made by Operator. Upon termination of this Agreement, Operator shall remain liable for its obligations that have accrued up to and including the termination date and shall promptly pay to District all amounts due under the terms of this Agreement. Such payment shall be made as soon after the effective date of the termination, as such amounts are determinable upon the effective date of the termination.

19. Operation of Facility. In addition to its other covenants contained herein, Operator agrees to operate the Facility in an efficient manner as a high-quality Remote-Control car facility, and at all times maintain some organization and personnel sufficient to enable it to carry out all of its duties, obligations, and functions under this Agreement. Operator shall properly supervise and direct its employees and other parties implementing the performance of Operator's duties, obligations and functions under this Agreement and all applicable laws. Operator is solely responsible for the performance of its employees and other parties. Further, Operator shall directly supervise, manage, and at Operator's sole expense, be responsible for all independent contractors, suppliers, and entities engaged in the operation, repair, maintenance, servicing, and promotion of Operator's business and activities on the premises and in any other activity in connection with the Facility and any other activity within the scope

of this Agreement including, without limitation, those contractors, suppliers and entities: (a) necessary for the provision of all utility, repair, restoration, maintenance, and security services, (b) necessary or desirable for the efficient operation of a high quality "Remote-Control Track" facility, and (c) otherwise required by this Agreement. Without limiting the application of any higher standards required pursuant to (a), (b), and (c) immediately above, Operator at its sole expense shall comply with all requirements of the insurance policies and insurance carriers (including District's carriers) insuring the Facility.

20. Permits and Authorizations. Operator at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consents, and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of the Facility and for the performance by Operator of its duties and obligations under this Agreement. All such licenses, permits, consents, and authorizations shall be in the name of Operator.

Operator covenants that it shall take all actions necessary to establish and remain a corporation in good standing and shall comply with all applicable California law related thereto.

21. Notices: Any notice required or permitted under this Agreement shall be in writing and be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

To the District

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, California 93010
Attention: General Manager
motten@pvrpd.org
805-482-1996 x114

To the Operator

Freedom Park Roadrunner Remote Control Track
c/o David Donnelly
1312 Mariposa Drive
Santa Paula, CA 93060
nascardave61@gmail.com
805-625-0058

Either party may from time to time specify in writing to the other party a different address to which notice shall be sent. All notices sent to that party following the giving of such notice shall be sent to the new address.

22. Assignment. The rights and obligations of the Operator shall not be

assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may assign District's rights under this Agreement.

23. Successors and Assigns. Subject to the restrictions on transfers contained in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any entity or party, such reference shall be deemed to include a reference to the successors and permitted assigns of such entity or party.

24. Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by such other party of the obligations of that party under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such other party of the same or any other obligations of such other party under this agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.

25. Additional Remedies. The rights and remedies of the parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.

26. Entire Agreement. This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written Agreements, understandings, representations, and covenants.

27. Severability. If any provisions of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

28. Terminology. All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include the plural, and the plural shall include the singular. Titles of sections in this Agreement are for convenience only and neither limits nor amplifies the provisions of this Agreement. All references in this Agreement to sections shall refer to the corresponding article of this Agreement.

29. Amendment. No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.

30. Interpretation. This agreement is the result of negotiations between the

parties and each party has had the opportunity to consult with an attorney regarding its provisions. No provision of this agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.

31. Governing Law Venue. This Agreement and the obligation of District and Operator shall be interpreted, construed and enforced in accordance with the laws of the State of California. Any litigation brought by the parties in connection with this Agreement shall be filed in a court of competent jurisdiction in the County of Ventura, State of California.

32. Alcohol and Drugs. At no time shall Operator or any agent thereof sell, give away, or allow the consumption of alcohol or drugs at the Facility or on other property of District.

33. Recitals. The foregoing Recitals are incorporated herein by reference as if fully set forth.

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: _____
Date: _____

ATTEST:

“Operator”
Freedom Park Roadrunner Remote Control Track

By: David Donnelly
Its: President
Date: _____

By: Victor Moreno
Its: Vice-President
Date: _____

Freedom Park Roadrunner RC Track 2020-2022 Agreement

Attachment A – Facility Map



Freedom Park Roadrunner RC Track 2020-2022 Agreement

Attachment B

ACCIDENT REPORT



Pleasant Valley
Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

ACCIDENT REPORT Date of Report: _____

Person's Name: _____ Age: _____ Sex: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Work Phone: (____) _____

Date of Accident: _____ Time: _____ Facility: _____

Program: _____ Employee in Charge of Facility/Program: _____

Disposition: Home: _____ Hospital (Name): _____

Doctor: _____ Other: _____ Taken By: _____

Ambulance Service (Name): _____

Description of Injury: _____

Part(s) of Body Injured: _____

Description of Accident: _____

Describe First-Aid Administered: _____

Witnesses

Name: _____ Phone: (____) _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone: (____) _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone: (____) _____

Address: _____ City: _____ State: _____ Zip: _____

ACCIDENTS: All accidents must be reported to the District Office (482-1996) immediately.

Report completed by: _____ Title: _____ Date: _____

Supervisor Signature: _____ Date: _____

General Manager Signature: _____ Date: _____

Risk Manager Signature: _____ Date: _____

Freedom Park Roadrunner RC Track 2020-2022 Agreement

Attachment C

PVRPD Insurance Requirements

1. **Contractor** must provide **District** with proof that **Contractor** maintains a commercial general liability insurance policy (CGL) on an “occurrence” basis with coverage of at least one million dollars (\$1,000,000). The **District**, its officers, officials, employees, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the **Contractor**. Proof of additional insured should be provided by endorsement to the **Contractor’s** CGL policy. This signed or stamped original endorsement shall be provided to the **District** at **1605 E. Burnley, Camarillo, CA 93010** at the time of execution of this Agreement (or as requested per **District** requirements).
2. If **Contractor** stores equipment or materials on **District** Lands, the **Contractor** 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. Proof of renter’s insurance shall be provided to the **District** at **1605 E. Burnley, Camarillo, CA 93010** at the time of execution of this Agreement (or as requested per **District** requirements).

Full insurance requirements are subject to change based on District Risk Management guidelines.

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

TO: BOARD OF DIRECTORS

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

DATE: December 5, 2019

**SUBJECT: BOARD RECEIPT AND CONSIDERATION OF
ADVISORY FACTFINDING REPORT DATED
NOVEMBER 25, 2019 (PERB CASE NO. LA-IM-282-M)**

SUMMARY

The last memorandum of understanding (“MOU”) between the Pleasant Valley Recreation and Park District (“District”) and Service Employees International Union Local 721 (“SEIU”) expired on June 30, 2018. The parties began negotiations on a successor MOU in February 2018. A Tentative Agreement was brought to the District’s Board on March 6, 2019 for consideration, which the Board rejected and directed the parties to continue to negotiate. (Attachment 1) Despite several additional proposals from the District’s labor representatives, SEIU filed a Factfinding Request under the State of California Meyers-Milias-Brown Act (“MMBA”) (Government Code Sections 3500-3511) with the Public Employment Relations Board (“PERB”) on June 27, 2019, stating that the parties are at impasse in negotiations over a successor contract.

Under PERB procedures, a Factfinding Chairperson was mutually selected by the parties and a Factfinding hearing held on October 8, 2019. The written advisory Factfinding Report from that hearing is provided herewith for the Board’s consideration (Attachment 2). Placing this item on the Board’s Agenda for December 5, 2019 complies with the MMBA requirement to make the Factfinding Report public within 10 days after its receipt by the District. The Factfinding Chair’s Recommendation is that the District’s Board approve the parties’ February 14, 2019 tentative agreement. It is for the Board to decide what action, if any, it wants to take on the Factfinding Report and/or the Chair’s Recommendation.

On a side note, the District and SEIU are also currently engaged in an administrative proceeding before PERB on an unfair practice charge brought by SEIU, Case No. LA-CE-1378-M, regarding many of the same facts and issues involved in the Factfinding Hearing. PERB held an administrative hearing in the matter on October 28-29, 2019. A decision will likely issue in early 2020, which could affect any action taken by the Board on the Factfinding Report and/or Recommendation.

BOARD OPTIONS

In receiving and considering the Factfinding Report and the advisory Factfinding Chair Recommendation, the Board has several options to consider:

1. Direct staff to prepare a resolution to approve the Tentative Agreement between PVRPD and SEIU Local 721 dated February 14, 2019 as recommended by the Factfinding Chair at the next regularly scheduled board meeting; **or**
2. Vote to receive and file the Factfinding report, but take no further action pending a decision in PERB Case No. LA-CE-1378-M; **or**
3. Vote to reject the Factfinding Report and direct staff to bring the matter back to a subsequent agenda for consideration of unilateral implementation of terms reasonably comprehended by the District's Last, Best and Final Offer (Attachment 3); **or**
4. Take such further action, or no action, as deemed appropriate by the Board.

ATTACHMENTS

- 1) Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 dated February 14, 2019 (8 pages)
- 2) Factfinding Report (23 pages)
- 3) District's Last, Best and Final Offer dated May 13, 2019 for a one-year contract (10 pages)



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between the Pleasant Valley Recreation and Park District and
Service Employees International Union Local 721**

The Memorandum of Understanding between the Pleasant Valley Recreation and Park District (PVRPD or District) and Service Employees International Union Local 721 representing PVRPD Employees (SEIU or Union) expired on June 30, 2018 (SEIU MOU 2015-18). SEIU formally requested to re-open the SEIU MOU 2015-18 via letter to the District dated February 12, 2018 and also made a formal Request for Information in that letter. After receiving the requested information from the District, the parties commenced negotiations by means of in person meetings commencing on May 7, 2018 through the present, wherein proposals were exchanged at the bargaining table and via email.

On February 11, 2019, the parties reached an oral tentative agreement on the terms for a successor Memorandum of Understanding, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives. This Tentative Agreement was ratified by the members of SEIU on February 14, 2019. This Tentative Agreement represents a joint recommendation from the negotiation teams of both the District and SEIU to the Board of Directors of the Pleasant Valley Recreation and Park District. This Tentative Agreement, however, shall not become effective until accepted, approved, and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body 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. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding." (Emphasis added.)

All terms and conditions of the prior SEIU MOU 2015-18 shall be maintained unless expressly modified or changed herein until the successor SEIU MOU is accepted, approved and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District.

TENTATIVE AGREEMENT DEAL POINTS

Art. No.	Subject	Existing MOU	Tentative Agreements
1&6	Purpose	References "Agreement"	Change title to Purpose of the MOU. Change reference from Association to Union within Article to be consistent with Article 3 reference. Move Art. 6 Recognition to Section B of Art. 1 and define SEIU. Add Part-Time Restricted to list of covered employees.
3	Union Rights	New Provision	H. If the employees' elected representative is <u>also</u> elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to eight (8) hours per month of pre-approved vacation for such employees (vacation requests must be made in accordance to Article <u>36</u> Section C) to attend the SEIU Executive Board meetings.
4	Term	Terms of Agreement A. 7/1/15 to 6/30/18 B. Successor MOU meet and confer March 1 to March 31 of 2018.	Retitle MOU Term (3 yr. Proposal) A. MOU covers period July 1, 2018 to June 30, 2021. B. Change dates to February 1 to February 28, 2021.
14 A	Dues & Agency Shop	A. Employees covered by this MOU shall, as a condition of employment, become or remain members of SEIU or shall pay to the union a service fee in lieu of membership dues. Such dues or service fees are set in accordance with the by-laws for the Union.	Delete entire Section A as no longer lawful and replace with: A. Membership within and/or payment of any dues or fees to SEIU shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining SEIU.
14 B	Dues Deduction	B. SEIU membership dues shall be deducted each pay period in accordance with the District procedures and provisions of applicable law from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the	B. SEIU may request in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SEIU, from the wages and salaries of members of SEIU Local 721. SEIU hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. SEIU shall also provide the certification of the membership list for

		District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.	deduction purposes to the District on an annual basis or more often as needed. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.
14 C	Maintenance of Membership	C. Employees who are members of SEIU on the effective date of this Memorandum of Understanding, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first ten working days of December of each year upon written notification to the District. Any employee who is not a union member shall be subject to the agency shop service fee.	C. Employees who are members of SEIU on the date that a Tentative Agreement or Memorandum of Understanding is approved and adopted by the District's Board, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first (10) ten working days of December of each year upon written notification to SEIU.
14 D	Employee Info Opt-Out	D. Employees who do not want their personal contact information (e.g. home address, phone number) disclosed to the union upon request may opt-out of such disclosure by notifying Human Resources or designee in writing during the first ten working days of December. The District shall deliver to opted-out bargaining unit members Hudson notices and any other types of Union-related communications needed for the union to meet its duties as the exclusive bargaining representative.	D. The District agrees, pursuant to AB 119, to provide SEIU with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide SEIU with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, pursuant to AB 119, the District will not provide SEIU with the home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide SEIU with any home address, home telephone number, personal cellular telephone number, or personal email address of

			any employee who has made a written request to the District regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide SEIU with a copy of that request.
17 B	At-Will Issue	New	The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing this Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its position or to contest the other's position under the terms of the Tentative Agreement or MOU or in a court of law. Further, the parties agree to meet and confer within the ninety (90) days of the District's Board's approval of this Tentative Agreement to attempt to resolve this dispute and add any additional provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the Parties are still in disagreement after fact-finding and mediation have concluded, the parties agree to submit this dispute to binding arbitration.
18 C	Salary Plan	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2015.	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2018.
18 D	Salary Plan	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2016.	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2019.
18 E	Salary Plan	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2017.	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2020.


21	Promotion Between Classifications	<p>A. Promotion between Grounds I and Grounds II will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of a vacant Grounds II position 2. Ability to possess at least three (3) licenses/certifications; <ol style="list-style-type: none"> a. Pesticide license b. Playground Safety Certification c. Back Flow License d. Class A License <ol style="list-style-type: none"> i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment. e. A.F.O. or C.P.O. license f. Certification by International Society of Arboriculture as a Tree Worker or Arborist g. Irrigation Certification h. Horticulture Certification i. Small Engine repair j. Heating Ventilation and Air Conditioning Maintenance (Specialized training) 3. There will be a practical test administered one time per year. <p>Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of operating procedures and policies of the work unit.</p>	<p>A. Promotion between Grounds I and Grounds II will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of a vacant Grounds II position 2. Must be in possession of at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of 12 hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to... 3. A practical test will be administered if the criteria of item 1 and 2 are met. <p>B. Promotion to Park Maintenance Lead Worker will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of vacant Park Maintenance Lead worker position. 2. Must be in possession of at least four (4) in which one certificate pertains to supervision/leadership skills, or 12 hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications <p>Employees hired, not promoted, into the classifications of Grounds Facilities II or Park Maintenance Crew Leader will have one (1) year to obtain the required certificates.</p>
22	Overtime and Compensatory Time	<p>D. A non-exempt employee who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times</p>	<p>D. A non-exempt <u>full-time employee</u> who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime</p>

		<p>his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.</p> <p>G. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p>	<p>hours shall be computed to the nearest quarter hour.</p> <p>G. Employees who volunteer to be on-call, will be compensated at the rate of \$30 per day. On-Call days shall be limited to Friday, Saturday, Sunday and District observed holidays. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p>
24	Work Clothing	<p>A. Employees covered by the Memorandum who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.</p> <p>1. District will provide the following for full time employees:</p> <ul style="list-style-type: none"> a. 5 t-shirts/polo shirts per fiscal year b. 1 hat per year c. Sweatshirt or Jacket every other year <p>2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year bases; provided, they turn in receipts within 30 days.</p> <ul style="list-style-type: none"> a. Denim Blue Jeans –not to exceed at total of \$150 b. Steel or Safety toed work boots not to exceed \$150 <p>3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year.</p>	<p>2a. Denim Blue Jeans –not to exceed at total of \$160</p> <p>2b. Steel or Safety toed work boots not to exceed \$150</p> <p>4. Lead Park Ranger will be eligible to receive reimbursement each fiscal year; provided they turn in receipts within 30 days.</p> <p>5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days.</p> <ul style="list-style-type: none"> a. Uniform – not to exceed a total of \$200
25	Holidays	<p>C. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to their regularly scheduled workday of holiday</p>	<p>C. ....Upon termination, retirement <u>or</u> promotion, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.</p> <p>Add Section D. Part time (Restricted, Seasonal & Temporary) employees are not eligible for Holiday pay.</p>

		compensatory time. Holiday time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.	
26	Sick Leave	A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 1.54 hours per pay period.	A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 2.76 hours per pay period.
28	Medical Benefits	See MOU.	C1. July 2018 the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%. G. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The district pays a minimum contribution to current employees and District retirees in the current amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.
36	Vacation	A. The maximum vacation accrual shall be three times the employee's annual vacation accrual. See Below Table B. It is the mutual responsibility of the employee and his/her supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.	Include language....The District supports and encourages the use of vacation to provide opportunities to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period; including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation

SIGNATURES ON NEXT PAGE

SEIU LOCAL 721


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Campaign Coordinator/Negotiator


Jesse Gomez
Negotiation Team Member


Matt Hernandez
Negotiation Team Member


Brandon Lopez
Negotiation Team Member


Michael Guerrero
Negotiation Team Alternate


Edwin Valdez
Worksite Organizer

PVRP DISTRICT


Mary Owen
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RENÉE MAYNE
ARBITRATOR, MEDIATOR

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November 25, 2019

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Re: Pleasant Valley Recreation and Park District and Service Employees International Union
Local 721 (PERB Case No. LA-IM-282-M)

Dear Ms. Yee, Ms. Lee, Mr. Tanner, and Mr. Lee:

In accordance with Government Code Section 3505.5(a), the parties are provided the Factfinding Report for the Pleasant Valley Recreation and Park District and Service Employees International Union Local 721. Attached herein is the report dated November 25, 2019.

Government Code Section 3505.5(a) requires that the Pleasant Valley Recreation and Park District shall make the Factfinding Report public within 10 days after their receipt.

Sincerely,



Renée Mayne
Neutral Factfinder Panel Chair

Attachment: Factfinding Report



RENÉE MAYNE
Arbitrator, Mediator
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916-245-0625

PERB CASE NO. LA-IM-282-M
FACTFINDER CASE NO. 19-07-27FF

FACTFINDING PROCEEDINGS PURSUANT TO
THE MEYERS-MILIAS-BROWN ACT

PLEASANT VALLEY RECREATION AND PARK
DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

Issue: Impasse in 2018 Successor Contract Negotiations

NEUTRAL FACTFINDER
PANEL CHAIR
RECOMMENDATION

November 25, 2019

FACTFINDING PANEL

Factfinder for the Union:

Rebecca Yee
General Counsel
SEIU Local 721

Factfinder for the Employer:

Pam K. Lee
Attorney, Partner
Aleshire & Wynder, LLP

Neutral Factfinder Panel Chair:

Renée Mayne
Arbitrator, Mediator

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INTRODUCTION

This factfinding arose due to an impasse in collective bargaining under the State of California Meyers-Milius-Brown Act (MMBA) Government Code Section 3505.4 between the Pleasant Valley Recreation and Park District (District, Employer) and the Service Employees International Union Local 721 (SEIU, Union).

Under the procedures of the California Public Employment Relations Board (PERB), Renée Mayne was appointed by the parties to serve as the Neutral Factfinder Panel Chair. Pam K. Lee was appointed by the District as the Panel Member to represent the Employer, and Rebecca Yee was appointed by SEIU as the Panel Member to represent the Union.

(PERB letter July 23, 2019)

The parties agreed all procedural requirements of the impasse had been met, and the dispute was properly before the Factfinding Panel to issue their recommendations to resolve the impasse. The factfinding hearing convened on October 8, 2019, at the District's administrative office at 1605 E. Burnley Street, Camarillo, California. The parties had full opportunity to present and submit relevant exhibits and evidence, and to discuss and argue the issues in dispute. The factfinding record was closed on October 25, 2019, following the Neutral Factfinder Panel Chair's receipt of the post-hearing briefs.

ISSUE AT IMPASSE

The parties stipulated at the factfinding hearing that their tentative agreement for a successor contract was ratified by the Union on February 14, 2019. However, the District's Board of Directors rejected the tentative agreement at their meeting on March 6, 2019, because the agreement did not contain "at-will status" for District employees. At-will status is the sole issue at impasse, and the outcome of this issue could lead to new provisions or elimination of others. The successor agreement hinges on the resolution of at-will status. (Union Ex. A:7; District Ex. 3)

GOVERNING STATUTE

The MMBA Government Code Section 3505.4(d) sets forth the criteria to be used in the factfinding process.

In arriving at their findings and recommendations, the factfinders shall consider, weigh, and be guided by all the following criteria:

- (1) State and federal laws that are applicable to the employer.
- (2) Local rules, regulations or ordinances.
- (3) Stipulations of the parties.
- (4) The interests and welfare of the public and the financial ability of the public agency.
- (5) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
- (6) The consumer price index for goods and services, commonly known as the cost of living.
- (7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (8) Any other facts, not confined to those specified in paragraphs (1) to (7), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

SUMMARY OF FACTS

The Pleasant Valley Recreation and Park District is an independent special district located in Camarillo, California, and it is governed by a Board of Directors. SEIU Local 721 and the District have a relatively new collective bargaining relationship. In April 2014, PERB certified the bargaining unit following a settlement agreement between the District and SEIU. The parties negotiated their first Memorandum of Understanding (MOU) during the 2014-2015 fiscal year, which was then adopted on August 3, 2015. Their three-year labor agreement expired on June 30, 2018. (District Brief p.6, October 7, 2019; District Ex. 12; Union Ex. B)

The SEIU Chief Negotiator, Aram Agdaian, testified at the factfinding hearing that to expedite the first labor negotiation between the Union and the District in 2014, he used another park district MOU as the proposed template for the first contract with the District.

Following their first three-year labor contract, the parties began negotiating their successor agreement in February 2018. After six negotiation meetings, on August 14, 2018, the Union believed the parties had reached an agreement on all issues. According to the Union's negotiation tracking chart, all issues in negotiation between the parties had been resolved, either with a tentative agreement or the withdrawal of the proposal. (Union Exs. C-D)

After the Union thought the parties had a tentative agreement ready for ratification, the District raised a new issue: at-will employment for all represented employees. Agdaian testified the District raised at-will employment after the parties had concluded their negotiations and after he asked the District when it would ratify the agreement. The District's General Manager and Chief Negotiator, Mary Otten, rebutted that the parties had other issues beside at-will employment that remained outstanding at the August 14, 2018 negotiation. Those issues were maintenance of membership, probationary and performance evaluations, and a me-too clause. (Union Ex. C)

The District held firm that the at-will status of employees must be stated in the contract, or provisions contrary to at-will employment be deleted. (District Ex. 24)

The District also maintained this was not a change in terms and conditions of employment because the employees were already at-will and did not have property rights to their jobs. The District said their position was documented in the revised Employee Manual (Manual) dated 2016, which contained the same language as the previous 2012 version, both in Article 1 General Information, Section D. At-Will Employment:

District personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the District. Nothing in this manual shall limit the right to terminate at-will employment. No Superintendent, Manager, Supervisor, or employee of the District has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of Pleasant Valley Recreation and Park District have the authority to make any such agreement with the General Manager, which is binding only if it is in writing and signed by both parties.

(District Ex. 10:118; 11:196)

The District asserted that it formally noticed SEIU in writing of the proposed changes to the 2012 Employee Manual, and that the Union failed to respond to that notification. However, there was insufficient information provided by the parties to prove or disprove the District's claim.

The expired MOU did not contain any language or reference to at-will employment. A review of the 2016 Employee Manual and the previous 2012 version showed that new employees were required to sign a form that they received the Manual and acknowledge their employment is at-will. The District communicated to SEIU that its members refused to sign the at-will form.

In an email communication dated September 6, 2018, between the attorneys for the District and the Union, the District's counsel, Colin Tanner, explained that the District previously tried to have SEIU members acknowledge that they were still at-will, but the Union members refused to sign the acknowledgement with that language in it. Kathryn Drewry, the District's Human Resource Specialist testified at the hearing that the District no longer formally notifies applicants through their recruitment materials that the positions are at-will. (District Ex. 24:467)

Drewry confirmed the Union's contention that the issue of at-will employment for all the District's represented employees was first raised by the District at their August 14, 2018 negotiation. Thereafter, on August 27, 2018, the District sent a written at-will proposal to SEIU that stated: "District personnel are employed on an at-will basis and nothing in this MOU shall limit the right to terminate such at-will employment."

The Union emphatically rejected this proposal on August 29, 2018.

(Union Ex. D:8-9; District Exs. 1, 10:186, 11:278, 24:471)

The District sent the Union its next at-will bargaining proposal on October 18, 2018. Included in that proposal were other changes to support the at-will language the District had proposed. Specifically, the District proposed to delete from the MOU two existing provisions: Article 15 *Disciplinary Action*, and Article 20 *Performance and Probationary Evaluations*. (District Ex. 20)

The Union argued that the District was bargaining in bad faith to raise a new issue, and a very contentious one, after months of negotiating and reaching a tentative agreement. The Union asked the District to drop the at-will employment proposal and ratify the purported agreement reached on August 14, 2018, and the District refused. In an attempt to resolve the dispute, the Union reluctantly continued negotiating with the District regarding at-will status for bargaining unit employees. (Union Brief pp.4-5, October 7, 2019)

On February 14, 2019, the parties reached a written tentative agreement on all issues, this time including at-will contract language:

The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing this Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its positions or to contest the other's positions under the terms of the Tentative Agreement or MOU or in a court of law. Further, the parties agree to meet and confer within the ninety (90) days of the District's Board approval of this Tentative Agreement to attempt to resolve this dispute and add any additional provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the parties are still in disagreement after fact-finding and mediation have concluded, the parties agree to submit this dispute to binding arbitration. (Union Ex. E:4; District Ex. 2:49)

The District and Union signed the tentative agreement, and the Union ratified it. The District then submitted the agreement to the District's Board of Directors at their March 6, 2019 meeting.

Following their discussion regarding at-will employment at the District, the Board unanimously rejected the agreement. Their rationale was that the negotiation was incomplete without settling the at-will issue. (Union Ex. E; District Ex. 3)

Harold Lee, counsel for SEIU in this dispute, presented the Union's side in the negotiation stalemate to the Board at their meeting on September 4, 2019. In response, one Board member maintained that District employees had been at-will for at least 20 years. Another said the Board first learned in August 2018 that there were issues that needed to be corrected with the District's at-will language in the expired MOU and the proposed successor contract. (District Ex. 3)

After the Union's presentation at the September 2019 Board meeting, General Manager Otten told the Board members that the parties finalized the details of individual tentative agreements reached at the August 14, 2018 negotiation, and she sent them to their counsel for review. Around that same time, the District staff was informed by their counsel that there was inconsistent language regarding at-will employment. The staff proceeded to correct this with a new proposal, leading to further negotiations with SEIU. (District Ex. 3)

A review of the expired MOU revealed that there is contract language inconsistent with at-will employment. The grievance procedure in the MOU, Article 8 Section A., provided the right to grieve District actions that affect terms and conditions of employment:

A "grievance" shall mean a written allegation by an employee(s) or Union concerning dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect conditions of employment. An authorized Union representative may file a "grievance" on behalf of all employees to avoid a multiplicity of grievances over the same dispute.

(Union Ex. B:4; District Ex. 1:4)

The expired MOU had a provision for disciplinary actions in Article 15:

- A. For the purposes of this Article, actions including discharge, demotion for cause, suspension without pay, being placed on probation, and written warnings, admonitions, and reprimands shall be defined as disciplinary action.
- B. When disciplinary action is taken, the District, upon request of the employee, will furnish the employee and SEIU copies of any documents or written statements considered by the District in justifying its actions.
- C. Employees shall retroactively accrue vacation and sick leave credits if discharged or suspended without pay as a result of disciplinary action and the action is later revoked by the District.

(Union Ex. B:8; District Ex. 1:8)

Performance and probationary evaluations were extensively addressed in the MOU Article 20:

- A. All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment. The purpose of the probationary period is to train, observe, and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.

Article 20, Sections A.1-4 and B through D described the timing and process for probationary evaluations. (Union Ex. B:10-11; District 1:14-15)

The MOU also contained a procedure that governed layoffs in Article 35. The language expressly stated that regular employees were to be laid off after seasonal, temporary, and probationary employees. However, regular employees who were disciplined within six months immediately prior to the layoff, would be laid off before regular employees with a clean employment record. Bumping rights were also provided in the MOU.

(Union Ex. B:22-23; District Ex. 1:26-27)

The District said that Article 20 referred to a classified service that did not exist, and any contract language which implied due process rights for employees was an error and incorrect. However, the District's 2016 Employee Manual, in Article 2 Section I. *Probationary Period - New Hires and Promotional Appointments*, also referred to a classified service:

All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of the appointment to the position. The purpose of the probationary period is to train, observe, and evaluate the employe[e].

(District Ex. 11:202)

The Manual also addressed disciplinary actions in Article 6 Section C., where it stated in part, “The District’s disciplinary policy in no way limits or alters the at-will employment relationship.” Though, Article 6 Section C.4 went on to state, “An employee may be discharged for cause at any time by the appointing authority.” The 2016 Manual’s disciplinary action section did not refer represented employees to their 2015-2018 MOU. (District Ex. 11:246)

Evidence admitted into the factfinding record showed that early in successor negotiations, on May 7, 2018, the District proposed that part-time, seasonal, temporary, and restricted employees working no more than 960 hours per year would be considered at-will. The Union rejected that proposal, and the District’s bargaining notes indicated that it withdrew the at-will language by the June 13, 2018 negotiation session. The Union’s bargaining notes indicated the parties reached a tentative agreement on this portion of Article 20 on August 18, 2018.

(Union Ex. C:14; District Ex. 14:299; 16:379)

In an attempt to resolve what appeared to be an intractable dispute, the District made a new proposal to the Union on April 10, 2019. The proposal stated that 20 current, specifically named employees, would be covered by a civil service system with due process rights. However, all current part-time, seasonal, temporary, and restricted employees would be at-will, as well as all new employees hired after the effective date of the MOU. (District Exs. 4, 5:67-69)

The April 10, 2019 proposal also excluded disciplinary actions from the grievance procedure, instead offering an alternative appeal process. A new provision was also introduced, requiring a contract reopener to update the District’s Employer-Employee Relations Resolution.

Summary of Facts

Further, the District newly proposed a promotional probationary period for the 20 named employees covered by the proposed civil service system. SEIU rejected the District's proposal in its entirety on April 29, 2019, and on that same day, the Union filed for impasse with PERB. (District Exs. 4:60-65, 5:67-69)

On May 13, 2019, the District emailed the Union a bargaining proposal for a one-year successor MOU. This proposal was to replace the three-year MOU the parties tentatively agreed upon on February 14, 2019, and subsequently was rejected by the Board of Directors.

The District's proposed one-year agreement withdrew the parties' prior tentative agreement for 2% salary increases on July 1 in 2018, 2019, and 2020. Instead, the District offered a 2% equivalent lump-sum payment that would not increase the salary schedule. The District also withdrew its previous tentative agreement to contribute 70% toward the cost of employees' selected health plans. An increase in employee work clothing payments was also withdrawn. As to the at-will issue, the District's proposal stated that the parties "agree that there exists a current dispute over whether represented employees are at-will employees."

(Union Brief p.9, October 7, 2019; District Ex. 6:71-84)

SEIU subsequently withdrew its April 29, 2019 declaration of impasse in order to give the parties ample time to participate in voluntary mediation. Their efforts to resolve the dispute through mediation were unsuccessful, and the Union re-declared impasse on June 27, 2019. (District Ex. 7)

The parties each submitted into evidence their surveys of park districts and indicated in charts those districts that maintained at-will status for their respective employees. Both surveys showed that the districts with union-represented employees did not have at-will status, although most were not unionized. (Union Ex. G; District Ex. 30:492)

POSITION OF THE UNION

SEIU said their union is not in the business of accepting or promoting at-will status for its members. The Union negotiated the first labor contract for the newly represented District employees with appeal rights in the grievance procedure. Then, the Union bargained in good faith twice to reach a tentative agreement that would lead to the second contract.

The Union requested the Factfinding Panel resolve this dispute by either recommending the tentative agreement reached by the parties on August 14, 2018, or the last tentative agreement dated February 14, 2019.

POSITION OF THE EMPLOYER

The District's position is that there was no tentative agreement on August 14, 2018. The Board of Directors rejected the February 14, 2019 tentative agreement because the language did not satisfactorily resolve the issue of at-will status for represented employees at the District. The District had always maintained employment at-will, although there was language within the 2012 and 2016 Manuals and the first labor contract that were inconsistent with at-will employment status. These were inadvertent errors by staff and not the position of the Board.

The District requested the Factfinding Panel make recommendations to resolve this dispute in a manner that promotes a successful labor-management relationship into the future.

NEUTRAL FACTFINDER PANEL CHAIR DISCUSSION

The most persuasive evidence admitted into the factfinding record was the District's proposals for at-will employment. Early in the successor negotiations, in May 2018, the District proposed at-will status for part-time, seasonal, temporary, and restricted employees. Then the District withdrew the proposal in June 2018. However, later in August 2018, the District reintroduced a proposal for at-will employment, this time for all SEIU represented employees.

Neutral Factfinder Panel Discussion

The formal written proposal represented an erosion of the represented employees' rights embodied in the first contract and the terms of the purported August 2018 tentative agreement.

Also persuasive was the depth and breadth of the District's changes in its proposals between August 2018 and May 2019. With each successive District proposal to affirm at-will employment status for all, or some of the bargaining unit members, beginning with its first written proposal on August 27, 2018, the Neutral Factfinder Panel Chair finds that the District's proposals appeared to be intended to increasingly apply pressure on the Union. The District's final proposal withdrew the parties' negotiated tentative agreements for economic benefits except a 2% equivalent lump sum payment off the salary schedule.

The Union did not file for impasse with PERB in August 2018 when the District held that the negotiation was incomplete. Instead, the Union continued negotiating the at-will issue with the District in attempting to resolve the contract negotiations for their second MOU. When the District's Board of Directors unanimously rejected the parties' February 14, 2019 tentative agreement, the Board said the new labor agreement was not complete without settling at-will employment. The Neutral Factfinder Panel Chair finds that the Union bargained in good faith while twice attempting to reach a complete tentative agreement with the District that could be ratified by their members and the District's Board of Directors.

When employees choose to be represented by a union, it is not uncommon for the employer to experience a period of learning about labor relations and an adjustment in many employment practices. In this case, the District's administrators said they were new to working with a union, and they were unaware of the requirement to formally notify a union regarding proposed changes in terms and conditions of employment. The adjustment period also represents a change for the members of an elected governing board.

Neutral Factfinder Panel Discussion

The Neutral Factfinder Panel Chair viewed the video clips provided by the District. There were two videos, the first of which covered the March 2019 Board meeting agenda item regarding the parties' February 2019 tentative agreement. The second video showed the presentation of SEIU's counsel at the September 2019 Board meeting. Based upon the members' comments and questions at both meetings, it appeared the Board might not have been aware of the scope of the inconsistencies in employment practices at the District.

The Neutral Factfinder Panel Chair finds that this dispute is not due to the mistakes of one party, or both parties, but stems from historical actions that led to the cluster of issues the parties must resolve. Notwithstanding the District Board's rationale for rejecting the February 14, 2019 tentative agreement, the Neutral Factfinder Panel Chair also finds that it is unreasonable to send the parties back into successor contract negotiations and expect that they could resolve the at-will dispute when the District's 2016 manual contains conflicts with at-will employment. Most important, the February 14, 2019 tentative agreement provided for an orderly method of resolving the parties' dispute regarding whether the District's represented employees are at-will. The Neutral Factfinder Panel Chair recommends the parties settle the labor contract before meeting and conferring over the District's policy inconsistencies.

The District requested that the Factfinding Panel's recommendations foster more successful labor-management relations in the future. The Union asked the Factfinding Panel to recommend either of the two tentative agreements dated August 14, 2018 and February 14, 2019 to settle the contract.

Because the parties continued to negotiate after the District disputed that there was a first tentative agreement, the Neutral Factfinder Panel Chair recommends the last tentative agreement the parties had negotiated.

NEUTRAL FACTFINDER PANEL CHAIR RECOMMENDATION

In accordance with Government Code Section 3505.4(d)(1-8), the Neutral Factfinder Panel Chair recommends the District's Board of Directors approve the parties' February 14, 2019 tentative agreement.

This Factfinding Report is respectfully submitted to the Pleasant Valley Recreation and Park District and the Service Employees International Union Local 721.



RENÉE MAYNE
Neutral Factfinder Panel Chair



Date

Factfinder for the Employer:

Pam K. Lee, Attorney and Partner with Aleshire & Wynder LLP, provided the District's concurrences and dissents with the recommendations contained in this Factfinding Report in the attached letter.

Factfinder for the Union:

Rebecca Yee, General Counsel for SEIU Local 721, provided the Union's concurrence with the recommendations contained in this Factfinding Report in the attached letter.

Pam K. Lee
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Perb Case No. LA-IM-282-M
Factfinder Case No. 19-07-27FF

FACTFINDING PROCEEDINGS PURSUANT TO
THE MEYERS-MILIAS-BROWN ACT

PLEASANT VALLEY RECREATION AND PARK
DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

Issue: Impasse in 2018 Successor Contract Negotiations

FACTFINDER FOR THE
EMPLOYER'S PARTIAL
CONCURRENCE/DISSENT

November 25, 2019

FACTFINDING PANEL

Factfinder for the Union:

Rebecca Yee
General Counsel
SEIU Local 721

Factfinder for the Employer:

Pam K. Lee
Attorney, Partner
Aleshire & Wynder, LLP

Neutral Factfinder Panel Chair:

Renée Mayne
Arbitrator, Mediator

APPEARANCES

For the Union:

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For the Employer:

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As the factfinding panel member appointed by the Employer, Pleasant Valley Recreation and Park District (“District”), I submit the following in response to the recommendations issued by the Neutral Factfinding Panel Chair, Renée Mayne, in the Factfinding Report (“Report”). In so doing, I concur in part, and dissent in part, as provided below.

I concur with most of the Summary of Facts, as well as the positions of the parties, presented in the Report. The Report correctly identifies that the at-will status is the main issue to be resolved as part of the factfinding process and related ancillary issues.

I dissent to the finding in the Report that the August 2018 District proposal represented an erosion of the represented employees’ rights embodied in the 2015-2018 MOU and any purported August 2018 tentative agreement, implying that the employees at the time were part of some civil service system created by the District or had a property interest to continued employment. (Report, p. 13.) For rights to be allegedly eroded, they must have been clearly conferred in the first place, which did not occur here.

The Report asserts that the District attempted to change the non-at-will status of the employees starting in August 2018 during successor MOU negotiations. (Report, pp. 12-13.) That assertion assumes that the District had already established a civil service system in the first place, or that the District employees were not at-will prior to August 2018. The evidence in the record and the testimony at the Factfinding Hearing, however, do not substantiate this assumption. Given the faulty assumption and premise, the findings of the Report therefore become equally flawed.

At-Will Status

Prior to the District employees becoming unionized in 2014, the evidence is undisputed that the employees were employed on an at-will basis. The then-effective 2012 Employee Manual stated that all District employees are employed at-will, and only the Board of Directors of the District may make any agreement for employment on other than at-will status, and only with the General Manager. (District Exs. 10:118; 11:196.) When the Employee Manual was updated in 2016, the language on at-will status in the Employee Manual did not change.

A civil service system in which public employees retain a property interest in employment is *not automatically created* simply by virtue of being a public agency.¹ Rather, “property interests...are created and their dimensions are defined by existing rules or understandings that stem from an independent source such as state law—rules or understandings that secure certain benefits and that support claims of entitlement to those benefits.” (*Bd. of Regents v. Roth* (1972) 408 U.S. 564, 577.) In other words, the employee must have a legally enforceable right to employment protected by due process. This right only exists when:

¹ The civil service system for the federal government was established in 1871. (5 U.S.C. § 2101.) The civil service system for the State of California began in 1913, 42 years after the federal government, and 63 years after becoming a state. (Stats. 1913, ch. 590, p. 1035.) Moreover, throughout the State, civil service systems of local public agencies are created by statute or regulation. (See, e.g., Los Angeles County Charter, Art. IX “Civil Service”; Los Angeles City Charter, Art. X “Civil Service”; City of Camarillo Municipal Code § 2.24.030 “Competitive Service”.)

- (i) there is a statute or regulation that gives the employees a property interest;
 - (ii) there is a written contract stating the employee has a property interest; or
 - (iii) the employer's past practices give the employee a property interest.
- (*Perry v. Sindermann* (1972) 408 U.S. 593, 601-02.)

There is no evidence in the record that the District ever adopted any civil service system for its employees by statute or regulation. District Human Resources Specialist Kathryn Drewry and District General Manager Mary Otten both testified at the Factfinding Hearing that there is no resolution, ordinance, or any other District regulation establishing such a system to create a property interest to continued employment.

With respect to a written contract, when the Service Employees International Union Local 721 ("Union") and District were negotiating the inaugural 2015-2018 MOU, Union representative Aram Agdaian testified during the Factfinding Hearing that the 2015-2018 MOU was modeled after another park district's existing MOU. He also admitted that he did not at that time review or read through the District's then in effect 2012 Employee Manual to determine or verify the employment status of the employees the Union represented. It is clear from Agdaian's testimony that he simply assumed that by virtue of the Union organizing some of the District's employees that they automatically achieved some form of property interest in their jobs, which is contrary to law, as Union rights and benefits must be negotiated. A property interest in employment is not created by the mere fact that public employees become a bargaining unit or are represented by a union. (*Cf.*, *Bishop v. Wood* (1976) 426 U.S. 341, 344.)

It is also clear that the District representatives assumed the exact opposite – that the District employees are employed at-will and maintain that status even with the execution and effectiveness of the 2015-2018 MOU. The 2015-2018 MOU contains a reference to the "classified service" in Article 20, section A. (Union Ex. B:10; District Ex. 1:14) However, nowhere in the 2015-2018 MOU is "classified service" defined. Likewise, the term "classified service" is not mentioned in any District resolution or ordinance. Drewry testified that she did not understand or know what the term "classified service" meant, and Otten testified she had only heard "classified service" in reference to school districts. Agdaian could not explain it either. Thus, simply the inclusion of the term "classified service" once in the 2015-2018 MOU does not create a civil service system or an intent to create one.

Furthermore, with respect to the term of art, "probationary period," being included in Article 20 of the 2015-2018 MOU, the purpose of such a period is "to train, observe, and evaluate the employee on conduct, performance, attitude, adaptability, and job knowledge." (Union Ex. B:10-11; District 1:14-15.) There is no reference to permanent employment thereafter where an employee has a property interest to their job. Likewise, the change in the 2016 Employee Manual to include both an "introductory period" and a "probationary period" is not indicative that the District intended to change the status of the employees from at-will status to permanent status as part of a civil service system. Drewry testified that she thought "introductory period" and "probationary period" were interchangeable terms, where an employee who does not pass the "introductory period" or "probationary period" would simply not receive a merit step increase. Agdaian testified that he did not know what happens after a "probationary period" purportedly ends.

The inclusion of the disciplinary action language in Article 15 of the 2015-2018 MOU also does not definitively indicate that the parties intended to create a civil service system or property interest to continued employment such that due process is required prior to any adverse employment action. Article 15 merely defines what disciplinary actions are, and that when disciplinary action is taken, copies of documents used in the disciplinary action will be provided to employees. There is no provision in Article 15 or anywhere else in the 2015-2018 MOU, the 2012 Employee Manual, or the 2016 Employee Manual that provides for due process rights prior to an adverse employment action. The provisions in Article 15 simply require that an employee receive a copy of the documents used in the discipline – it does not provide for any pre-discipline hearing, appeal, or other type of due process. Thus, Article 15 cannot establish that the employment status of the District employees changed from at-will to something else.

The inclusion of a grievance procedure in the 2015-2018 MOU is also not indicative of the creation of a civil service system in which employees have a interest to continued employment. Unionized employees in the private sector who are employed at-will and do not have a property interest in continued employment also have grievance procedures in their bargaining agreement. (*Johnson v. Hydraulic Research & Mfg. Co* (1977) 70 Cal.App.3d 675; *Hayes v. National Football League* (C.D. Cal 1973) 469 F.Supp. 252.) Significantly, an employee being disciplined for performance issues, who otherwise has no dispute arising out of the interpretation or application of the 2015-2018 MOU or other District rule or policy, could not use the grievance procedures under Article 8² of the 2015-2018 MOU to assert that such procedure provides for pre-discipline due process rights, since the grievance procedure would be inapplicable.

Lastly, with respect to the District's past practice, there is no evidence in the record that the District followed due process procedures prior to disciplining or taking adverse employment action against any employee belonging to the purported civil service system, or that any employee with a purported property interest asserted due process rights prior to any adverse employment action. The reference mentioned by the Union is to previous employee Bryan Astrachan, but the evidence is clear that Mr. Astrachan was properly separated from employment without procedural due process, even if he were part of any civil service system or had an property interest in employment, since he had worked only 205 hours and was not entitled to any quarterly performance review prior to separation. (Union Ex. F.)

Furthermore, the fact that the District no longer lists at-will employment status when advertising for employment positions is not indicative that employment with the District was anything but at-will. Also, the fact that the District originally included in its 2016 Employee Manual employee acknowledgement form a statement of at-will employment status, but staff later unilaterally deleted such statement in the acknowledgement form (while still retaining it in the 2016 Employee Manual itself), does not indicate that the District intended to do away with at-will status of its employees or to form a civil service system.

² Article 8, section A of the 2015-2018 MOU states: "A 'grievance' shall mean a written allegation by an employee(s) or Union concerning dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policies, rules and regulations which affect conditions of employment." (Union Ex. B:4; District Ex. 1:8.)

In sum, although there is language referencing a “classified system,” with additional references to a “probationary period,” and “disciplinary action,” such language does not constitute an “understanding” between the parties that they both intended to create a civil service system or a property interest for District employees in continued employment. Simply put, there was a mutual mistake of fact at the time of contracting between the parties such that both had a misconception about a basic assumption regarding the employment status of the District employees. Such a mutual mistake means there was no meeting of the minds, and the contract must be void at the outset. “If both parties are mistaken, and neither is at fault or both are equally to blame, the mistake may prevent formation of the contract.” (1 Witkin, Summary of Cal. Law 11th (2019), Contracts, § 259; *Balistreri v. Nevada Livestock Production Credit Ass’n* (1989) 214 Cal.App.3d 635, 641-42 [there was a mutual mistake in the identity of an encumbered property regarding a deed of trust securing a loan, and the court found there was no meeting of the minds as to the material matter of the encumbered property, based on a mutual mistake, and no contract was formed].)

Accordingly, because there was no meeting of the minds, the parties could not have formed, through the 2015-2018 MOU or any other Employee Manual, a civil service system or established a property interest with respect to District employees. Therefore, the District employees remain employed on an at-will status.

Conclusion

Notwithstanding on the foregoing conclusion that the District employees are employed on an at-will status because there was no meeting of the minds based on a mutual mistake of fact in the 2015-2018 MOU contract formation, I recommend that the District’s Board of Directors *continue to pursue the District’s April 10, 2019 proposal*, which includes *all of the proposals in the February 14, 2019 tentative agreement*, as well as *establishes a civil service system for all full-time District employees* and creates a due process procedure prior to any disciplinary action for all employees within the civil service system who have a property interest to continued employment.

I believe that the April 10, 2019 District proposal provides for an equitable resolution to this very complex situation and fundamental question, considering that both parties initially negotiated in good faith for the 2015-2018 MOU and continued to act in good faith during the successor MOU negotiations. To recommend approval of any earlier proposal, including the February 14, 2019 tentative agreement, will only further delay resolution of the main issue of at-will employment and due process property rights, leading to further labor stalemates, unfair practice charges, and a protracted legal battle in court, which the District cannot financially sustain.

Respectfully submitted,



Pam K. Lee, District Panel Member



November 25, 2019

Re: Neutral Factfinder Panel Chair Recommendation
PERB Case No. LA-IM-282-M

OFFICERS

Bob Schoonover
PRESIDENT
Linda Dent
VICE PRESIDENT
Lillian Cabral
SECRETARY
David Green
TREASURER

DIRECTORS

LA. COUTNY

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VICE PRESIDENT

Oracio Diaz
Barbara Hunter
Roger Nunez
Ed Toole
David Warpness

RETIREE LIAISON

Charley Mims

<http://www.seiu721.org>

I concur in the findings and recommendation issued by the Neutral Factfinding Panel Chair regarding the instant dispute between the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union, Local 721 (“Union”).

In cases involving the discharge of public employees, “whether the employee has a constitutionally protected property interest in his continued employment” is typically measured by “the rules and tacit understandings of the parties.” (*Mendoza v. Regents of University of California* (1978) 78 Cal.App.3d 168, 174, emphasis omitted.) Accordingly, the parties are not required to reach a formal agreement to establish that Union-represented employees maintain property rights in their continued employment with the District. Nor must the District have established a formal civil service system. Rather, as the Neutral Factfinding Panel Chair correctly found, in light of the numerous indications in the current memorandum of understanding, the parties’ past practices, and the parties’ negotiating conduct and proposals, the District’s proposal to establish that all Union-represented employees are at-will employees constitutes an erosion of their existing terms and conditions of employment.

Because the Neutral Factfinding Panel Chair’s findings and recommendation are otherwise well supported by the governing statutory factors set forth in Government Code section 3505.4, subdivision (d), I concur in those findings and recommendation.

Respectfully submitted,

/s/ Rebecca Yee

Rebecca Yee
Factfinder for the Union

PROOF OF SERVICE

I am a resident of the State of California. I am employed in the County of Sacramento. My business name is Renée Mayne, Labor-ADR. My business address is Post Office Box 1827, Sacramento, California 95812. I am over the age of 18 years. On November 25, 2019, I served the Factfinding Report for the Pleasant Valley Recreation and Park District and Service Employees International Union Local 721 (PERB Case No. LA-IM-282-M) on the parties named below:

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I declare that the document was served in the manner described below:

- By U.S. Mail: I placed a true copy of the document enclosed in a sealed envelope, for collection and delivery by the U.S. Postal Service, with postage and all other costs prepaid, to each party's address.
- By Hand Delivery: I placed a true copy of the document enclosed in a sealed envelope. I hand delivered the envelopes to each party's address.
- By Electronic Mail: I electronically transmitted a true copy of the document via the Internet to each party's email address.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 25, 2019, in Sacramento, California.



Renée Mayne



**Pleasant Valley Recreation and Park District Successor MOU Proposal to
Service Employees International Union Local 721
dated May 13, 2019**

The Memorandum of Understanding between the Pleasant Valley Recreation and Park District (PVRPD or District) and Service Employees International Union Local 721 representing PVRPD Employees (SEIU or Union) expired on June 30, 2018 (SEIU MOU 2015-18). SEIU formally requested to re-open the SEIU MOU 2015-18 via letter to the District dated February 12, 2018 and also made a formal Request for Information in that letter. After receiving the requested information from the District, the parties commenced negotiations by means of in person meetings commencing on May 7, 2018 and continuing through February 11, 2019, where the parties reached an oral tentative agreement on the terms for a successor Memorandum of Understanding, the deal points of which were set forth and affirmed by the execution of a formal written Tentative Agreement by the parties' labor representatives. The Tentative Agreement was ratified by the members of SEIU on February 14, 2019. The District's Board of Directors, however, rejected the Tentative Agreement at their regularly scheduled meeting on March 6, 2019 on a 5-0 vote.

The Board members indicated in open session comments that they were rejecting the Tentative Agreement in large part because of Article 17B, which proposed that the parties meet and confer within the ninety (90) days of the District's Board's approval of the Tentative Agreement to attempt to resolve the existing dispute over the at-will status of the SEIU represented employees and add any additional provisions that might be mutually agreed upon in this regard, including but not limited to, a disciplinary appeal process provision. Proposed Article 17B also provided that if the parties cannot resolve this dispute, they would agree to submit this matter to fact-finding and mediation. If the Parties were still in disagreement after fact-finding and mediation have concluded, the parties proposed to submit the dispute to binding arbitration. The Board members indicated that they wanted the parties to resume negotiations resolve the pending dispute and any proposed additional MOU language, including any disciplinary appeal process, as part of the ongoing MOU negotiation process and not at some later date or through a potentially protracted process.

The negotiation team representatives exchanged emails on March 7, 2019 wherein SEIU was provided a copy of the Agenda packet provided to the Board for its consideration of the Tentative Agreement and advised that the each of the Board members spoke at length on the item and provided guidance as to their issues before voting to reject the Tentative Agreement and directing the District's negotiation team to resume negotiations. SEIU was further advised that they would be able to review the YouTube link to watch that part of the Board meeting as soon as it is posted in the next day or so. The District's representative offered to speak directly with SEIU's labor representative or schedule a meeting to discuss. The labor representatives spoke directly on March 15, 2019. The District labor representative agreed to draft proposed new language that the District negotiation team believed would address the Board's concerns and email it to SEIU for consideration which was done on April 10, 2019. Unfortunately, SEIU rejected the District's proposal on April 29, 2019 and declared impasse on the parties efforts to reach a three year contract.

Accordingly, the District makes the following one year contract proposal in an effort to reach a successor MOU or otherwise define its last, best and final one year offer should SEIU continue to insist on impasse. All terms and conditions of the prior SEIU MOU 2015-18 shall be maintained unless expressly modified or changed herein by this proposal.

Art. No.	Subject	Existing MOU	Previous Tentative Agreements	District Proposal 5/13/19
1&6	Purpose	References "Agreement"	Change title to Purpose of the MOU. Change reference from Association to Union within Article to be consistent with Article 3 reference. Move Art. 6 Recognition to Section B of Art. 1 and define SEIU. Add Part-Time Restricted to list of covered employees.	Unchanged
3	Union Rights	New Provision	H. If the employees' elected representative is also elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to eight (8) hours per month of pre-approved vacation for such employees (vacation requests must be made in accordance to Article 36 Section C) to attend the SEIU Executive Board meetings.	Unchanged

4	Term	Terms of Agreement	Retitle MOU Term (3 yr. Proposal)	1-year Agreement: 7/1/2018-6/30/2019
14 A	Dues & Agency Shop	<p>A. 7/1/15 to 6/30/18</p> <p>B. Successor MOU meet and confer March 1 to March 31 of 2018.</p> <p>A. Employees covered by this MOU shall, as a condition of employment, become or remain members of SEIU or shall pay to the union a service fee in lieu of membership dues. Such dues or service fees are set in accordance with the by-laws for the Union.</p>	<p>A. MOU covers period July 1, 2018 to June 30, 2021.</p> <p>B. Change dates to February 1 to February 28, 2021.</p>	Unchanged
14 B	Dues Deduction	<p>B. SEIU membership dues shall be deducted each pay period in accordance with the District procedures and provisions of applicable law from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to</p>	<p>Delete entire Section A as no longer lawful and replace with:</p> <p>A. Membership within and/or payment of any dues or fees to SEIU shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining SEIU.</p> <p>B. SEIU may request in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SEIU, from the wages and salaries of members of SEIU Local 721. SEIU hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. SEIU shall also provide the certification of the membership list for deduction purposes to the District on an annual basis or more often as needed. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the District a minimum of 30 days prior to change to accommodate changes</p>	Unchanged

		requested dues.	to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.	
14 C	Maintenance of Membership	<p>C. Employees who are members of SEIU on the effective date of this Memorandum of Understanding, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first ten working days of December of each year upon written notification to the District.</p> <p>Any employee who is not a union member shall be subject to the agency shop service fee.</p>	<p>C. Employees who are members of SEIU on the date that a Tentative Agreement or Memorandum of Understanding is approved and adopted by the District's Board, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first (10) ten working days of December of each year upon written notification to SEIU.</p>	Unchanged
14 D	Employee Info Opt-Out	<p>D. Employees who do not want their personal contact information (e.g. home address, phone number) disclosed to the union upon request may opt-out of such disclosure by notifying Human Resources or designee in writing during the first ten working days of December. The District shall deliver to opted-out bargaining unit members Hudson notices and any other types of Union-related communications</p>	<p>D. The District agrees, pursuant to AB 119, to provide SEIU with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide SEIU with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days.</p> <p>Notwithstanding the foregoing, pursuant to AB</p>	Unchanged

17 B	At-Will Issue	New	<p>needed for the union to meet its duties as the exclusive bargaining representative.</p>	<p>119, the District will not provide SEIU with the home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide SEIU with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the District regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide SEIU with a copy of that request.</p>	<p>The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing this Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its position or to contest the other's position under the terms of the Tentative Agreement or MOU or in a court of law.</p>
			<p>The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing this Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its position or to contest the other's position under the terms of the Tentative Agreement or MOU or in a court of law. Further, the parties agree to meet and confer within the ninety (90) days of the District's Board's approval of this Tentative Agreement to attempt to resolve this dispute and add any additional provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the Parties are still in disagreement after fact-finding and mediation have concluded, the parties agree to submit this dispute to binding arbitration.</p>	<p>The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing a Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its position or to contest the other's position under the terms of the Tentative Agreement or MOU or in a court of law.</p>	

18 C	Salary Plan	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2015.	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2018.	For represented employees employed by the District as of July 1, 2018 and still employed at the time of District approval of a Tentative Agreement, the District will pay a one-time, lump sum payment of 2% of the employee's regular rate of pay (salary and special compensation) determined as of June 30, 2018 (using 2080 hours calculation) to be paid within thirty (30) days of District approval of a Tentative Agreement in lieu of a base salary increase. The lump sum payment shall be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations. Withdrawn based on 1-year agreement
18 D	Salary Plan	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2016.	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2019.	Withdrawn based on 1-year agreement
18 E	Salary Plan	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2017.	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2020.	Withdrawn based on 1-year agreement
21	Promotion Between Classifications	A. Promotion between Grounds I and Grounds II will be dependent upon: 1. Availability of a vacant Grounds II position 2. Ability to possess at least three (3) licenses/certifications; a. Pesticide license b. Playground Safety Certification c. Back Flow License d. Class A License i. The U.S. Department of Transportation	A. Promotion between Grounds I and Grounds II will be dependent upon: 1. Availability of a vacant Grounds II position 2. Must be in possession of at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of 12 hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to ...:	Unchanged

		<p>requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment.</p> <p>e. A.F.O. or C.P.O. license</p> <p>f. Certification by International Society of Arboriculture as a Tree Worker or Arborist</p> <p>g. Irrigation Certification</p> <p>h. Horticulture Certification</p> <p>i. Small Engine repair</p> <p>j. Heating Ventilation and Air Conditioning Maintenance</p> <p>(Specialized training)</p> <p>3. There will be a practical test administered one time per year.</p> <p>Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of operating procedures and policies of the work unit.</p>	<p>3. A practical test will be administered if the criteria of item 1 and 2 are met.</p> <p>B. Promotion to Park Maintenance Lead Worker will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of vacant Park Maintenance Lead worker position. 2. Must be in possession of at least four (4) in which one certificate pertains to supervision/leadership skills, or 12 hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications <p>Employees hired, not promoted, into the classifications of Grounds Facilities II or Park Maintenance Crew Leader will have one (1) year to obtain the required certificates.</p>	
22	Overtime and Compensatory Time	<p>D. A non-exempt employee who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one-half times his/her regular rate of pay for such overtime hours worked.</p> <p>Overtime hours shall be</p>	<p>D. A non-exempt full-time employee who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.</p>	<p>Withdrawn based upon 1 year agreement</p>

24	Work Clothing	<p>computed to the nearest quarter hour.</p> <p>G. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate</p> <p>A. Employees covered by the Memorandum who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.</p> <ol style="list-style-type: none"> 1. District will provide the following for full time employees: <ol style="list-style-type: none"> a. 5 t-shirts/polo shirts per fiscal year b. 1 hat per year c. Sweatshirt or jacket every other year 2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year bases; provided, they turn in receipts within 30 days. <ol style="list-style-type: none"> a. Denim Blue Jeans –not to exceed at total of \$150 b. Steel or Safety toed work boots not to exceed \$150 3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year. 	<p>G. Employees who volunteer to be on-call, will be compensated at the rate of \$30 per day. On-call days shall be limited to Friday, Saturday, Sunday and District observed holidays.</p> <p>Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p> <ol style="list-style-type: none"> 2a. Denim Blue Jeans –not to exceed at total of \$160 2b. Steel or Safety toed work boots not to exceed \$150 <ol style="list-style-type: none"> 4. Lead Park Ranger will be eligible to receive reimbursement each fiscal year; provided they turn in receipts within 30 days. 5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days. <ol style="list-style-type: none"> a. Uniform – not to exceed a total of \$200 	<p>Withdrawn based upon 1 year agreement</p>
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25	Holidays	<p>C. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.</p>	<p>C.Upon termination, retirement or promotion, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.</p> <p>Add Section D. Part time (Restricted, Seasonal & Temporary) employees are not eligible for Holiday pay.</p>	Unchanged
26	Sick Leave	<p>A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 1.54 hours per pay period. See MOU.</p>	<p>A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 2.76 hours per pay period.</p>	Unchanged
28	Medical Benefits		<p>C.1. July 2018 the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%.</p> <p>G. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The district pays a minimum contribution to current employees and District retirees in the current amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.</p>	<p>Withdrawn based upon 1 year agreement</p>

36	Vacation	<p>A. The maximum vacation accrual shall be three times the employee's annual vacation accrual. See Below Table</p> <p>B. It is the mutual responsibility of the employee and his/her supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.</p>	<p>Include language....The District supports and encourages the use of vacation to provide opportunities to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period; including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation</p>	Unchanged
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END

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: December 5, 2019

**SUBJECT: REVIEW AND INTRODUCE ORDINANCE NO. 11,
REGARDING THE CHARGING OF PARKING FEES ON
DISTRICT LANDS**

SUMMARY

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Currently, there is language in Section 118 and 202 which needs further clarification.

BACKGROUND

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Initially, each set of ordinances was assigned a number which resulted in Ordinance numbers one through six, each maintained as a separate document. Based on a need to have one concise document listing, all ordinances were consolidated by staff and legal counsel to create Ordinance No. 7 in May of 2009.

With the development of the Park Patrol program and the need to identify, establish and enforce ordinances and the citation process, Ordinance No. 8 was developed and initially adopted in May 2010. The Ordinance was updated again in April 2011 to address and define day-to-day operations of the Park Patrol program. It was all updated again on June 3, 2015. The last update took place at the January 3, 2018 Board Meeting and the Board approved the ordinance currently used by the District.

ANALYSIS

It has been common practice to review the Ordinance and update if necessary, according to current needs of the organization. There was a new section added during the last iteration of the Ordinance updates. Section 118 reads "A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands". Section 202, Vehicles and Parking, Subsection k reads specifically "No Organized Group or person shall inhibit access or charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access".

These items were reviewed at the September Board Meeting at which time the Board recommended this item return to the Policy Committee for further discussion and recommendations. The following major revisions have been made to the document:

Article I: General Conditions

Section 118: Park Access During Permitted Activity – delete entire paragraph

Article II: Park Regulations

Section 202: Vehicles and Parking, Subsection k – delete entire paragraph

Article V: Fees and Deposits

Section 515 – Parking Fees - delete “with approval by the Board Directors”

It is the recommendation of the Policy Committee to remove or edit these sections in Ordinance No. 8. In order to do this, staff developed Ordinance No. 11 which would simply amend Ordinance No. 8 as specified.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the revised Ordinance.

RECOMMENDATION

It is recommended that the Board review and introduce Ordinance No. 11 by:

1. Requesting a MOTION to read the complete Ordinance No. 11 title – *Ordinance No. 11: An Ordinance of the Board of Directors of The Pleasant Valley Recreation And Park District Amending Article I: Section 118, Article II: Section 202, And Article V: Section 515 of Ordinance No. 8 (as amended January 2018) Regulating Parking Fees* and to waive further reading;
2. And then Consider a MOTION to Approve the introduction and first reading of the District’s *Ordinance No. 11: An Ordinance of the Board of Directors of The Pleasant Valley Recreation And Park District Amending Article I: Section 118, Article II: Section 202, And Article V: Section 515 of Ordinance No. 8 (as amended January 2018) Regulating Parking Fees.*

ATTACHMENTS

- 1) Ordinance No. 8 (41 pages)
- 2) Ordinance No. 11 (2 pages)



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**ORDINANCE No. 8
GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

Board Introduction – October 4, 2017
Public Posting – September 19, 2017
Board Adoption – January 3, 2018

**ORDINANCE No. 8 GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

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The Board of Directors of the Pleasant Valley Recreation and Park District ordains as follows:

GENERAL CONDITIONS

SECTION 101- PURPOSE/SEVERABILITY

The purpose of these provisions is to provide rules to govern the use of District parks, recreation areas and facilities in order that all persons may enjoy and make use of such parks and buildings and to protect the rights of all concerned. If any provision or clause of this Ordinance or the application thereof is held invalid or unconstitutional, such declaration shall not affect the other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application and, to this end, such provisions of this Ordinance are declared to be severable.

SECTION 102- DEFINITIONS

The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this section:

- a. **“Applicant”** shall mean an individual who submits an application for a District use permit to utilize a District facility, park or building.
- b. **“Administrative Hearing”** shall mean a civil proceeding to contest a civil penalty citation.
- c. **“Alcoholic Beverage”** shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or combined with other substances.
- d. **“Aircraft”** shall mean any device that is used or intended to be used to carry a person or persons in the air.
- e. **“Amplified Sound”** shall mean sound projected and transmitted by electronic equipment, including amplifiers, radios, or other devices.
- f. **“Article”** shall mean an article of this Ordinance unless some other Ordinance, policy, or statute is stipulated.
- g. **“Basic Date”** shall mean the date for use of specific areas of District lands based upon Section 503.
- h. **“Building”** shall mean any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

- i. **“Citation”** shall mean a civil or administrative penalty citation issued in accordance with Government Code Section 53069.4 charging a Citee with an ordinance violation pursuant to this Ordinance.
- j. **“Citee”** shall mean the person served with a civil penalty citation charging them as a responsible person for an Ordinance violation.
- k. **“Community Service Organizations”** shall mean an organization that performs a service for the benefit of the public, is sponsored and 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.
- l. **“Competitive Activity”** shall mean an event or gathering in which one or more persons meet to **test skill and/or ability and focused on winning.**
- m. **“District”** shall mean the Pleasant Valley Recreation and Park District and/or all land managed by Pleasant Valley Recreation and Park District.
- n. **“District Activities”** refer to District directed, sponsored programs or approved activities.
- o. **“District Community Service Groups”** shall mean resident organizations approved by the District’s Board of Directors that conduct organized activities and programs.
- p. **“District Lands”** shall mean all lands and facilities under ownership or control of Pleasant Valley Recreation and Park District. “District Lands” are sometimes referred to herein as “District property.”
- q. **“Enforcement Officer” or “Ranger”** shall mean any District employee or agent of the District with the authority and responsibility to enforce provisions of this Ordinance as authorized in accordance with Section 103.
- r. **“Hearing Officer”** shall mean a person appointed by the District to conduct, consider, and decide administrative hearings. Prior to being appointed, a hearing officer must first be designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.
- s. **“Facility”** shall mean any building, structure, park or facility under the ownership, management or control of the District and available for public use.
- t. **“Fund Raising”** means the activity of raising money: organized activity of soliciting and collecting money for a nonprofit, service group or political organization. This shall mean funds derived from the event must be spent within the Community.
- u. **“General Manager”** means the District’s chief administrative officer or his or her designee.

- v. **“Green Space”** community space consisting of land (such as parks) rather than buildings and use that is maintained for recreational enjoyment.
- w. **“In-District Resident / In-District Resident Group / In-District Public/ In-District General Public”** shall mean any person who resides within the boundaries of the District.
- x. **“Issuance Date”** shall mean the date when a citation is served on the Citee.
- y. **“Leash”** shall mean a lead on a dog of a length of six (6) feet or less.
- z. **“Major Impact”** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility, (b) cause damage or nuisance to the neighbors, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- aa. **“Organized Group”** a meeting or assembly at one of the parks that includes more than 25 people, including but not limited to picnics and parties for family, religious institution, community or school events, or other similar activities.
- bb. **“Organized Use / Organized Sports”** meeting any one of the following conditions: 1) league games, practices, tournaments, clinics, instruction, special events; or other uses where a fee is charged for participation, 2) a rental application requesting more than three dates of use, 3) a rental application requesting more than one field.
- cc. **“Open Space”** shall mean all lands under the ownership, management, and/or control of the District that are left in a natural vegetative state with limited public access.
- dd. **“Out-of-District / Non-Resident, Group or Organization”** shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District’s boundaries.
- ee. **“Park”** shall mean all grounds, roadways, building, structures, and lands acquired by the District or any area to which the District holds title or exercises delegated authority.
 - a. **Neighborhood Park** means a park generally up to 10 acres in size which serves as a social and recreational focal points for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and cultural characteristics of surrounding neighborhoods. Neighborhood parks are largely accessible by foot, bicycle, within at least a quarter-mile radius from residences, providing easy access especially for children and senior adults.
 - b. **Community Park** means a park that generally ranges in size from 10 acres to larger that serve as a recreational point for the community. Many include: playgrounds, pavilions, restrooms, sports fields, and offer active and passive space.

- c. **Sports Park** a park that is generally 10 acres or larger. These parks serve as a location to host competitive activities which through casual or organized participation provide competition and have governing bodies.
- ff. **“Permit”** shall mean a permit for use of parks, equipment, or buildings as provided for and defined within District ordinances.
- gg. **“Person”** shall mean any individual or group of individuals, and a natural person or any other legal entity, including its owners, majority stockholders, corporate officers, trustees, and general partners.
- hh. **“Resident Organizations”** 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 service.
- ii. **“Responsible Person”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- jj. **“Section”** shall mean a section of this Ordinance unless some other statute or policy is specifically identified.
- kk. **“Special Use Activities”** includes any event that requires careful evaluation of the Applicant’s participant access and risk management procedures, i.e. use of alcohol or dances.
- ll. **“Structure”** means anything constructed or erected which requires a location in or on the ground or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building’s architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet (6’) in height.
- mm. **“Trail”** shall mean any path or access through District lands, land maintained by District or open space constructed or maintained for the use of pedestrians, handicapped patrons, equestrians, or bicyclists.
- nn. **“Vehicle”** means every device by which any person or property is or may be transported or drawn upon a public street or highway excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks as defined in Section 670 of the California Vehicle Code.
 - a. **Oversized Vehicle** – is any motorized vehicle or combination of motorized vehicles and non-motorized vehicles or trailers that: 1) meets or exceeds twenty-two (22) feet in length at any time or 2) meets or exceeds the combination of both more than eight (8) feet in height and also exceeds seven (7) feet in width.

- oo. **“Violation”** means a violation of the District’s ordinance(s), including this Ordinance.

SECTION 103- AUTHORITY AND ENFORCEMENT

The District’s Board of Directors authorizes the General Manager to implement and administer the policies, ordinances, and regulations contained herein. Whenever a power is granted to, or a duty imposed on, the General Manager, the power may be exercised, or the duty performed, by the General Manager. Unless this policy expressly provides otherwise the General Manager shall enforce the provisions of this Ordinance. The General Manager shall also have the authority to implement reasonable rules and regulations to protect the public health, safety, welfare, and the resources under the District’s care.

District Park Rangers (“Rangers”) are uniformed District employees, designated as peace officers pursuant to Penal Code Section 830.31(b), whose primary duty is to protect District Lands and preserve the peace therein. Rangers are authorized to enforce all District ordinances, rules and regulations, all laws of the State of California and all applicable municipal laws and ordinances. Consistent with Public Resources Code Section 5786.17 and the provisions of this Ordinance, Rangers are authorized to warn and evict persons, and issue citations for any misdemeanor or infraction violation of District ordinances, rules and regulations, and applicable municipal laws or ordinances, and state law, when the violation is committed within District Lands and in the presence of the Ranger issuing the citation. Rangers may also issue civil or administrative penalty citations. Rangers must carry identification and shall issue citations in accordance with Penal Code Section 853.5 *et seq.*

SECTION 104- COMPLIANCE

Persons entering District Lands may remain as long as they abide by the adopted ordinances, rules, and regulations of the District; applicable laws and ordinances of the State of California; County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these ordinances, rules or regulations or any other applicable laws, will represent a further and separate violation of this Ordinance. Additionally, no person shall violate any order or provision thereof posted on District Lands by the General Manager.

SECTION 105- ENFORCEMENT; PENALTIES

Unless otherwise specified in this Section, pursuant to Public Resource Code section 5786.17, any person within District Lands who violates any provision of this Ordinance, the conditions of any permit issued pursuant thereto, or any adopted rule or regulation relating to District Lands is guilty of an infraction pursuant to the California Penal Code (Penal Code) for the first violation. A fourth violation of the same provision within one year shall be a misdemeanor pursuant to Penal Code.

Violations of Section 202, “Vehicles and Parking”, Subsections a, b, c, d, f, g, j, k, and l are subject to the civil penalty citation process set forth in Section 106.

The first and any subsequent violation of the following Sections shall be misdemeanors:

- 116 – Violation of Permit
- 205 – Firearms and Weapons
- 206 - Hunting
- 207 - Vandalism
- 215 - Nudity
- 222 – Alcoholic Beverages, Intoxicated Persons, Dangerous Drugs
- 233 – Public Urination
- 302 - Access
- 413 – Exclusion from District Areas and Facilities

A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed Five Hundred Dollars (\$500). A violation of this Ordinance which is a misdemeanor will be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the County jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

In accordance with Government Code Section 53069.4, the District may make any violation of District ordinance(s), including this Ordinance, subject to a civil or administrative penalty in lieu of issuance of a citation for an infraction. Sections 106 through 108 set forth the procedures governing the District's imposition, enforcement, collection, and administrative review of administrative penalties. The term "administrative penalty" in this Ordinance is also referred to as "civil penalty".

SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES

This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this Ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must submit a completed preliminary review request form, a copy of the citation, and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation to the District's Park Services Manager. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the District's Park Services Manager or his or her designee. The reviewer shall not be the enforcement officer who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date, or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District's designated third-party administrator's office within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full citation amount, the District's third-party administrator shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District's third-party administrator shall notify the Citee of the date of the hearing.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the citee or the District's designated representative. All continuance requests must be made in writing and received by the District's third-party administrator at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District's third-party administrator. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District's third-party administrator at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the enforcement officer nor any other District representative shall be compelled to attend the hearing. However, any such appearance or submission may be made at the discretion of the enforcement officer.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation and any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or

authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

SECTION 107- ADMINISTRATIVE PENALTY CITATIONS

Upon determining that a provision of this Ordinance has been violated, a Ranger has the authority to issue a civil penalty citation to any Responsible Person. A Responsible Person upon whom a citation is served is liable for and shall pay the penalties described in the citation. A citation may be issued for the violation of one or more ordinance sections and for each day that the violation exists. Hence, each ordinance violation is a separate violation and subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Responsible Person;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Ranger;
11. Date the citation is served; and
12. A distinct citation number.

A Ranger may personally deliver the citation to the Citee place the citation on the Citee's vehicle or may mail the citation by first class mail to the Citee's last known address.

SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION

The District's Board of Directors has, by resolution, adopted a penalty/citation fine schedule to establish the amount for violations of any civil penalties and provisions of District ordinances. The Board reviews the penalty/citation fines periodically.

Citations shall be paid to the District's designated third-party administrator within 35 days of the due date. Citations not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a citation shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

SECTION 109- APPLICATION FOR USE

The General Manager is authorized to grant or deny all applications for use of District facilities. All applications for use of District parks, fields, or buildings shall be filed by an adult 18 years of age or older. The park, field, or facility is reserved only when the completed Application is accepted and approved by the District office after all applicable fees are paid.

All applications for use shall comply with the District's General Use Policy for specific requirements for the application process. All applications must comply with the insurance requirements as set forth in General Use Policy.

SECTION 110- USE PERMIT RIGHT OF APPEAL

An Applicant may appeal the decision of a District representative regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the Applicant may present any and all evidence, testimony, and information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the decision on the application and, if the decision is to issue the permit, add appropriate terms and conditions to the permit. The General Manager shall specify grounds for upholding the denial of a permit. The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five working days of the General Manager's decision.

SECTION 111- INTERFERENCE

No person shall attempt to use or interfere with the use of any facility which is reserved for another person or organization holding a permit.

SECTION 112- LIABILITY

As part of a use permit application, the Applicant must agree in writing to release and hold the District harmless, and to indemnify the District from any and all liability for injury to persons or property, including District Lands, occurring as the result of the activity being undertaken by the Applicant. Any person exercising any of the privileges authorized by this Ordinance does so at his/her own risk without liability on the part of the District for any injury to persons or property resulting therefrom.

These requirements may be waived by the General Manager, in his or her sole discretion, upon receipt of a written request for a waiver.

SECTION 113- USE OF DISTRICT LANDS

The District's reservable areas may be made available for the use of persons and groups subject to the issuance of a permit and the payment of required fees. A permit is required for the use of District Lands for assemblies or organized group. Each application for use of District Lands must be signed by an adult 18 years or older who agrees to be responsible for said use; however, when alcohol may be present an application must be signed by an adult 21 years or older. A group that exceeds the maximum attendance listed on its permit will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, an additional cleaning deposit, staff time, and any other costs incurred by the District as a result of a group's use of District Lands. The District will make arrangements for these items to be placed on District Lands and the cost of these items will be passed on to the Applicant.

SECTION 114- PERMIT

Pursuant to the application process set forth in Section 109, if approved, a use permit will be issued by the District.

SECTION 115- DISTRICT RIGHT TO ALTER USE

The District reserves the right to alter any previously scheduled use to minimize interference with District activities or to suspend an existing use application if the user or any of his or her agents, employees, or guests violates any section of the District's General Use Policy or any District ordinance or other applicable law.

SECTION 116- VIOLATION OF PERMIT

Violation of any terms, conditions, rules, and regulations of the permit by the permittee or any agent, guest, or employee of permittee is prohibited. The General Manager reserves the right to: (1) revoke any permit for a violation of terms of the permit or any District ordinance or other applicable law, with or without notice to the persons or organization to whom the permit was issued, and (2) enforce any applicable penalties as set forth in Section 105.

SECTION 117- SALES, SOLICITATION, AND UNLAWFUL ADVERTISING

To prevent littering and the destruction of District property, it is unlawful to post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill,

circular, notice, paper, banners, or advertising device or matter of any kind, in or upon any building, structure, pole, wire, or other architectural or natural feature of whatever character, or on vehicles. The only exception to this prohibition on posting is upon a bulletin board or such place especially designated and provided for such purposes by the District.

SIGNAGE

a) It is unlawful for any person to place or maintain any commercial sign, which includes billboards and banners, on any District property without District authorization.

b) It is unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

c) Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.

d) Exceptions to the provisions of this section shall be pre-approved by the General Manager.

Permission must be obtained from the General Manager before a permit is issued authorizing use of any park or building when the activity proposed is to be held for commercial activity including:

Advertising for sale any product, goods, wares, merchandise, services, or event.

Conducting or soliciting for any trade, occupation, business, service, or profession.

SECTION 118 – CONDUCTING BUSINESS IN A DISTRICT PARK

“Business,” for the purpose of this section, means and includes any activity which involves the sale of any goods or services, whether conducted for profit or not, and regardless of by whom the activity is conducted.

- a. No one shall conduct any business in any District park except as provided in this section and section 117.
- b. Anyone desiring to conduct business in any District park shall apply to the District for a permit to do so, on an application form prepared by the District.
- c. Application Information required:
 1. Name and address and phone number of the Applicant, and if by a corporation, the officers of the corporation;
 2. A description of the park location at which it is desired to conduct such business;
 3. A copy of a current city business license, or proof of application;
 4. Types of any services or items to be sold;

5. Description of how business will be conducted, and a drawing of the vehicle or stand from which goods will be sold, to show its size, color, all proposed signage, etc., and a description of means by which goods will be transported to and from the site;
6. A statement signed by the Applicant agreeing to indemnify, defend and hold harmless the District and its directors, officers, and employees from any claims for injuries or damage alleged by any person to have been caused by such activity;
7. If goods are to be sold from any stand or cart, proof of insurance in the amount of \$1,000,000, or as required by District standards, to cover claims for injury or damages suffered or alleged to have been suffered by any person as a result of such activity, which insurance policy shall name the District as an additional insured and shall provide it cannot be canceled except after ten days' written notice to the District and proof of Worker's Compensation meeting the requirements of state law if applicable; and
8. Proof of application for all permits required by other public agencies such as County Health.

Issuance of a permit by the District shall not be deemed to be an endorsement by the District of any product or any form of District warranty concerning the product's fitness for use or consumption.

APPLICATION FEE AND REVIEW

Each application made under this section must be accompanied by a non-refundable fee of \$100 or it will not be accepted and all such applications shall be reviewed by District staff.

- a. No permit shall be issued if it is found that the application does not conform to this section or additional guidelines issued by the District, or it is found that its issuance would interfere with safe use by the public of any park or District Lands.
- b. The District may limit the number of any permits at any given park if it finds that such limitations is necessary to protect the public health and safety. Each permit shall include conditions such as hours of permitted use and other requirements found necessary. The District may refuse to issue permits during any District special events.
- c. No permit shall be issued for more than one year from the date of issue. A permit may be renewed upon application and payment of another application fee unless it has been found that the permittee has failed to comply with this section or to the terms and conditions under which it was issued, or it is found that such permit is inconsistent with the public safety or public use of such park or District property.
- d. All permits issued under this section shall be nontransferable and may be used only by the permittee. Fees in addition to the application fee may apply.

OPERATION RESTRICTIONS

Each permittee shall comply with the following requirements as to operation:

- a. Prices of all items offered for sale must be conspicuously posted where the goods are sold.
- b. The permittee or his/her employee or agent shall pick up and keep the location and surrounding area (at least 50 feet in each direction) of his or her use free from all litter and permittee shall provide, and remove/empty at the end of each period of use, a suitable container for placement of litter by customers and other persons.
- c. The permittee shall conduct business only at the location or locations specified in the permit and during the hours specified on the permit.
- d. No stand or cart shall ever be left unattended, and each cart or stand shall be removed from its location each night between dusk and 7:00 am.

PERMIT REVOCATION

The General Manager, in his or her discretion, may at any time revoke any permit issued under this section if he or she finds it necessary to do so to protect the public health and safety or if the permittee has violated any terms or conditions of such permit.

PERMIT ISSUANCE

The General Manager may issue permits under this section when the conduct of the proposed trade, occupation, business, service, or profession is compatible with usual park activities and uses, is of convenience or benefit to park patrons, and does not conflict with the business of established concessions. A use fee may be charged to cover administrative costs of the issuance of such permit and costs associated with the use of District facilities.

No person shall, without a District permit, solicit, in any manner or for any purpose, or sell or offer for sale any goods, wares, or merchandise, or give or distribute handbills, advertising matter, or literature except under the following conditions:

- a. When a concession is operating under lease or contract authorized by the General Manager.
- b. When an athletic team that is a member of a community service organization and admits all members of the general public to the extent of capacity without discrimination and without charge to any game played, such athletic team may solicit voluntary contributions from the spectators attending such game.
- c. When found to be consistent with the policies of the District or to promote a District program under conditions prescribed by the General Manager.

- d. When all necessary fees and deposits and proof of insurance has been provided to the District.

It is unlawful for any person or persons to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any commercial or noncommercial handbill or unsolicited newspaper on any District Lands including vehicle windshields; however, it shall not be a violation of this section to hand out or to distribute handbills to any person.

~~PARK ACCESS DURING PERMITTED ACTIVITY~~

~~A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.~~

~~SECTION 121-SECTION 119- EQUESTRIAN ACCESS~~

The primary form of access into open space areas shall be via foot or horseback on equestrian trails. No person shall block, obstruct, or impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned, operated or maintained by the District, including but not limited to those equestrian trails and equestrian easements as shown on the final subdivision map of Tract No. 2706 (Las Posas Hills), recorded on October 5, 1979, in Book 84, page 50 of Miscellaneous Records in the office of the Country Recorder of Ventura County, California and as amended in the Judgment recorded on March 22, 1993 bearing Instrument Number 93-065046. Vehicular access for an emergency vehicle or to deliver supplies to a permitted group may be authorized by the District unless prohibited by the above-referenced Judgment. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

ARTICLE II

PARK REGULATIONS

SECTION 201- EXCEPTION

This article does not apply to the operations of District-owned or operated vehicles or persons engaged in official District business.

SECTION 202- VEHICLES AND PARKING

Parking violations are a civil liability and will be subject to an administrative adjudication process as described in Section 106 of this Ordinance.

- a. Without written permission of the General Manager vehicles shall be operated on District Lands only on designated roadways.
- b. Park entrance or parking fee apply where designated and applicable: (a) No person or persons shall enter or remain on District property without having paid the established entrance and/or parking fees. All fees shall be paid at time of arrival either through the purchase of a daily parking permit or presentation of a current annual parking permit. The permit must be visible in the vehicle. (b) Anyone parking on District property pursuant to an overnight permit must show the permit to District staff and/or Park Ranger upon request.
- c. Without written permission of the General Manager vehicles shall not be parked on District property except within designated parking lot areas or within designated markings.
- d. Vehicles shall not be allowed on any grass areas unless the vehicle's owner receives prior written permission from the General Manager.
- e. Vehicles operated within the boundaries of public parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads. In no event shall a vehicle be driven on park property at a speed greater than 15 miles per hour.
- f. Vehicles are subject to removal from District property under the following circumstances:
 1. When a vehicle is parked or left standing on District property when the park is closed to public use.
 2. When a vehicle is parked or left standing upon a roadway in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway.
 3. When a vehicle is parked in a manner that completely or partially blocks the entrance to a driveway.
 4. When a vehicle is parked so as to prevent access by firefighting equipment to a fire hydrant or emergency service.
 5. When a vehicle is parked in any parking restricted zone.
 6. When a vehicle has been parked on District property for more than eighteen (18) consecutive hours without a valid permit.

- g. If an illegally parked vehicle is removed from District property as provided for in this section, the owner shall be liable for all fees, towing, and storage charges.
- h. No vehicle maintenance may be performed on District property except for minor repairs needed to move a vehicle.
- i. No vehicle shall be parked on District property after the closing time of the park or facility.
- j. Disabled Persons Parking Zones
- ~~k. No Organized Group or person shall inhibit access or charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access~~

It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license plate defined by the California State Vehicle Code to stop or park a vehicle in a parking zone identified as reserved for disabled or handicapped persons. The fine for this violation shall be as prescribed by the California Vehicle Code.

1. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
2. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of a wheelchair printed within the stall or space as well as a sign with the same type of marking on it.

SECTION 203- RIGHT OF APPEAL

As allowed under Section 110, an Applicant may appeal a decision of a District representative or the General Manager.

SECTION 204- VEHICULAR TRESPASS

Vehicles shall not be operated or parked on any property of the District except on roadways and parking lot areas specifically constructed for vehicular traffic. Vehicle use is prohibited on fire breaks and fire protection roads and hiking and riding trails. An exception may be made for those vehicles which are authorized by the District for such use.

SECTION 205- FIREARMS AND WEAPONS

No person shall carry, possess, set, leave, or deposit, or cause to be fired, across, in, on, or into any portion of District Lands any weapon, gun or firearm, spear, missile, bow and arrow,

crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition, throwing knife or axe, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resource, except at posted or authorized ranges and areas designated for such purposes. An exception to this regulation will be made for duly authorized law enforcement officials while acting in their capacity as law enforcement.

SECTION 206- HUNTING

Hunting, shooting, wounding, trapping, capturing, or killing animals on District property is prohibited.

SECTION 207- VANDALISM

It is unlawful for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter any natural feature, trees, fence, wall, building, sign, monument, or other property on District Lands. Persons causing vandalism, or parents of persons under the age of 18 causing vandalism, will be held liable and financially responsible for the full amount of damages, or the maximum amount allowed under the California Civil Code Sections 1714.1 and 1714.3. All provisions of the California Penal Code Section 594 and penalties thereunder are applicable.

SECTION 208- THROWING MISSILES

Throwing missiles, rocks, mud, sand, or any object that may cause bodily harm to others is prohibited on park property. Objects used in recreational activity are exempt from this section provided they are not used in an irresponsible and hazardous manner.

SECTION 209- AMPLIFIED SOUND

Without prior written permission, no person shall play or operate any sound or energy amplification devices, including radios, television sets, public address systems, musical instruments, or similar devices within District Lands.

SECTION 210- GOLF

No person shall drive, chip, or in any other manner play or practice golf, or hit balls on, over, or into District Lands.

SECTION 211- MODEL CRAFT

No person shall operate any motor driven model airplanes or rocketry, cars, boats, drones, or any other model craft of any kind or description on, over, or into any portion of District lands, except those models specifically geared for the RC track, which may only be used on the RC track, or by written permission of the General Manager.

SECTION 212- AIRCRAFT/HUMAN FLIGHT

Without the permission of the General Manager, no person shall land any aircraft on or take any aircraft off any area in the District, nor shall any person hang glide, parachute, or engage in any human flight on, over, or into District Lands.

SECTION 213- OVERNIGHT CAMPING

a. Definitions:

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this section.

1. *Camp* means to pitch or occupy camp facilities; to use camp paraphernalia.
 2. *Camp Facilities* include, but are not limited to, tents, huts, temporary shelters, trailers, motor homes, campers, or vehicles otherwise used for shelter.
 3. *Camp Paraphernalia* includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment.
 4. *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- b. It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on District property, except as otherwise provided in this section.
- c. House trailers, campers, or motor homes may not be used for overnight sleeping purposes on any District property, except as otherwise provided in this Article.
- d. It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia on any District property, except as otherwise provided for in this section.
- e. Camping is only permitted for District-hosted events with approval by the General Manager.

SECTION 214- FIREWORKS AND DANGEROUS OBJECTS

No person shall possess, discharge, set off, or cause to be discharged, in or into any District Lands any firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life and safety of persons or property. Exceptions may be made with written permission of the General Manager.

SECTION 215- NUDITY

No person shall appear nude while in or on any District Lands or facilities, except in authorized areas set aside for that purpose by the District. Nudity shall be defined as codified in Title 14 California Code of Regulations section(s) 4322.

SECTION 216- WASHING

No person shall wash dishes, clothing, garments, vehicles, or empty salt water or other waste liquids on District Lands other than in facilities expressly provided for such purposes.

No person shall swim, bathe, wade in, conduct personal hygiene (such as washing hair or body with or without soap, shampoo or similar personal hygiene products; shaving with or without shaving cream or similar personal hygiene products; oral care including using mouthwash or brushing teeth with or without toothpaste or similar personal hygiene products; cleaning any injury, wound, lesion, gash or abrasion in any manner with or without medical products, cleaning products or similar personal hygiene products; using any medical or other personal hygiene product to rid the body of lice or any disease, infection or growth), or pollute the water of any park restroom, fountain, stream, except at a place especially designated and provided for such purpose.

SECTION 217- HOURS OF USE

All parks, recreation areas, green space and open space areas within the District boundaries are available for use by the general public unless otherwise posted or in accordance with District's General Use Policy. It shall be unlawful for any person, except those involved in District-sponsored programs or having valid permits, to enter or remain in any park, recreation area, green space or open space other than between those hours. Hours of use may vary due to maintenance, construction, watering, or other variables.

SECTION 218- FLORA AND TURF

Removing or injuring any form of plant life on park property, including the removal of wood, turf, grass or plants, soil, rock, sand, and gravel is prohibited except by a duly authorized District employee in the performance of his/her duties or unless specifically authorized by the General Manager.

- a. It is unlawful for any person to injure or destroy any tree growing within the District boundaries by any means, including, but not limited to the following:
 - a. Pouring any deleterious matter on or around any tree or on the surrounding ground, lawn, or sidewalk.
 - b. Posting any sign, poster, notice or other item on any tree, tree stake, or guard, or fastening any guy wire, cable, rope, nail, screw, or other device to any tree, tree stake, or guard without having first obtained a permit from the District.
 - c. Causing any fire or burning near or around any tree or plant life

SECTION 219- ARCHAEOLOGICAL FEATURES

No person shall remove, injure, disfigure, deface, or destroy any object of paleontological, archaeological, or historical interest or value.

SECTION 220- GEOLOGICAL FEATURES

No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks, or features of caves.

SECTION 221- DOMESTIC ANIMALS

- a. No person owning or having charge, care, custody, or control of any dog (or cat) shall cause, permit, or allow same to be or to run at large upon any lands, properties, or within facilities of the District unless such animal is securely fastened on a leash a not exceeding six feet in length and is held continuously in the care, custody, or control of a competent person. Pets not properly leashed may be impounded by Animal Control and the owner cited.
- b. No person shall walk with more than 4 dogs (or cats) at any given time
- c. The removal of feces of animals that defecate on park property shall be the responsibility of the owner or custodian of said animal.
- d. Horses, mules, goats, donkeys, or similar animals may be ridden or led under specified restrictions and in designated areas with the permission of the General Manager.
- e. No animal shall graze in any park except on property leased for such purpose.
- f. No animal shall be killed, harmed, or removed from any park unless by a District employee during the performance of his/her official duties, except when necessary to avoid bodily harm.
- g. Animals may be prohibited from specific parks at specific times or events at the discretion of the General Manager.
- h. Specific provisions of this section may be modified in specific instances with written permission of the General Manager.

SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS

No person may be on District property while under the influence of intoxicating liquors or dangerous drugs as defined under California Vehicle Code, Section 23152(a) (b), as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

SECTION 223- SALE OF ALCOHOLIC BEVERAGES

A group desiring to sell or provide alcoholic beverages on District Lands must obtain a District-issued alcoholic beverage permit at the time of application for facility permit as contained in Articles IV and V herein. An alcoholic beverage permit shall be issued only to an individual of legal drinking age upon proof that adequate safeguards will be provided to prohibit consumption by minors and excessive consumption by adults. Security guards may be required as defined under Section 512. Alcohol is not permitted at any time if the primary purpose of an event or function is for minors, i.e., debuts, dances or birthday parties for participants under the age of 21 years. Alcoholic beverages may be present at an event for a maximum of four hours and the provision of alcohol must end a minimum of one hour prior to the end of the event.

To obtain an alcoholic beverage permit the Applicant must first secure all such permits or licenses required by other governmental agencies including but not limited to the State of California Alcoholic Beverage Control Board and the Ventura County Public Health Department. If a request for the alcoholic beverage permit is denied by the staff, provisions in Section 110, Right of Appeal, shall apply. The General Manager may stipulate additional conditions relating to the permitted use of alcoholic beverages as necessary for the protection of individuals and property.

SECTION 224- LITTER AND RUBBISH

Depositing garbage, trash, or other refuse on park property other than in a receptacle provided therefore is prohibited. Throwing or leaving bottles, glass, or sharp pointed articles is prohibited. Throwing or disposing of wastepaper or combustible refuse in any place in a park other than in a receptacle maintained for that purpose is prohibited. It is unlawful to use any park receptacle for the depositing of garbage, trash, or other refuse not generated and/or used within the park boundaries.

SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS

Open fires and use of barbeques on District Lands space areas are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or brazier use. Wood fires are not permissible. It is the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.

Upon notice of park closure due to a fire hazard warning by the fire district, all reservations shall be cancelled and affected areas closed to the public.

SECTION 226- DUMPING

Dumping rocks, soil, grass clippings, branches, leaves, equipment, vehicles, furniture or accessories, or any other items or material on District Lands is prohibited without prior written approval of the General Manager.

SECTION 227 - TRESPASSING

Trespassing into areas designated "No Trespassing" is prohibited. This includes, but is not limited to, rooms in District buildings or structures, swimming pools during specific hours, fenced control areas such as storage areas, shop areas, holding areas, construction sites, and all posted areas.

SECTION 228- PARK CLOSURE

The General Manager may close a park area or recreation facility at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public. This section may be enforced without the concurrence of those persons or organizations then using the property or facility.

SECTION 229- ENTRY TO ACTIVITIES

The General Manager may enter any reserved park area or recreation facility at any time to inspect the premises for safety, compliance of use, hazards, or in the course of normal duties.

SECTION 230- UNLAWFUL ADVERTISING

It shall be unlawful for any person to place or maintain any sign, banner, billboard, or advertisement on any District property without the Board's or General Manager's written permission.

It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.

Exceptions to the provisions of this section shall be pre-approved by the General Manager.

SECTION 231- USE OF DISTRICT VEHICLES AND EQUIPMENT BY NON-DISTRICT GROUPS

District vehicles and equipment are provided for the express purpose of carrying out District functions. Requests received from groups or organizations for the use of District vehicles or equipment shall be made in writing to the District. Such requests may be granted by the General Manager provided that such use does not interfere with District operations.

SECTION 232- UNLAWFUL CONSTRUCTION

No person shall erect, construct, install, or place any structure, building, shed, fence, trail, equipment, material, sign, banner, or apparatus of any type for any purpose on, below, over, or across District property, except by written permission from the General Manager, or designated representative, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

SECTION 233- PUBLIC URINATION

It is unlawful for any person to urinate or defecate in any public place except when using a urinal, toilet, or commode located in a bathroom, restroom, portable restroom, or other structure screened from public view.

SECTION 234- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS

With respect to any facility provided by the District for skateboarding, in-line skating, or roller skating:

- a. No person shall skateboard, in-line skate, or roller skate on or within District skating facilities without wearing a helmet, elbow and knee pads.
- b. Skateboarding, in-line skating, roller skating, scooters, bicycles or similar devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.
- c. No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, or roller skating.
- d. No glass beverage containers or food are allowed within the skating facility.

Skateboarders, in-line skaters, and roller skaters shall at all times yield to pedestrians. No person shall skateboard, in-line skate, or roller skate in any area where signs are posted, or known to have been posted, prohibiting such activity.

SECTION 235- DOG PARK RULES AND REGULATIONS

Properly licensed and tagged (i.e. ownership identification) dogs without vicious, dangerous, or aggressive propensities may be exercised without a leash in the designated areas and at the designated times established by the District and subject to the following rules and regulations:

- a. Dog Park hours of operation are 7:00 a.m. to Dusk unless otherwise posted. The Dog Parks may be closed at the discretion of the General Manager.
- b. The Dog Park may be closed periodically during the year for special events and maintenance as needed.
- c. Enter at your own risk. Adults and children assume all risks associated with the off-leash Dog Park. No children under 16 are allowed without adult supervision. Small children must be within arm's reach of a supervising adult.
- d. Each dog must display a current license and be properly inoculated, healthy (no contagious conditions), and parasite-free. No dog that is sick, in heat, vicious, aggressive or has previously bitten any person is permitted in the off-leash area.

- e. Dogs are to be kept on a leash with a leash length not exceeding 6' when OUTSIDE the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- f. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- g. All dog owners must carry a leash, but no dogs shall be leashed once inside the park.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Dogs left unattended at the Dog Park will be impounded with Animal Control. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times. Failure to closely supervise dogs may result in the dog being banned for an appropriate period of time, as determined in the General Manager's sole discretion.
- j. Owners must clean up after their pets. If you see someone who forgets to clean up, please remind him/her to help keep the park clean.
- k. **AGGRESSIVE DOGS** must be removed from the Dog Park area **IMMEDIATELY WITHOUT DEBATE**. You are responsible for your actions and those of your dog. Aggressive dogs may be banned for appropriate periods of time, as determined in the General Manager's sole discretion. Aggressive dogs are defined as either potentially dangerous or vicious dogs as defined in the California Food and Agricultural Code Section 31602 and 31603. An aggressive dog is also defined as any dog that is determined by the District to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. Violation of these provisions is an infraction.
- l. No air horns or bullhorns are allowed.
- m. No food of any kind is allowed inside the Dog Park, including people food.
- n. Three dogs per dog owner is the maximum allowed inside the Dog Park. Due to inability to closely supervise their dogs, owners may not have one or more dogs in the large dog section and one or more dogs in the small dog section, if so designated.
- o. No female dogs in heat or puppies under five months of age, due to their vulnerability to disease and injury, are allowed in a Dog Park.
- p. No grooming of dogs at a Dog Park.

- q. When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- r. The District reserves the right to designate certain parks with signage, as “off-leash” parks, allowing for dogs to run free without a leash.
- s. The entrance into an off-leash area within the District constitutes an agreement to comply with the rules contained in this section as well as all those regulations posted with respect to the use of such off-leash areas.
- t. The entrance into an off-leash area within the District constitutes an agreement to protect, indemnify, defend and hold harmless the District from any claim, injury or damage arising from or in connection with such use of District property.

SECTION 236- DISORDERLY CONDUCT

No person shall engage in boisterous, threatening, intimidating, abusive, insulting, discriminatory, profane or indecent language; threaten or engage in fighting or physical altercation or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises. Person(s) exhibiting these behaviors will be required to leave the premises immediately. The District reserves the right to refuse services and prohibit entry on District property.

SECTION 237- TENNIS COURTS

No person shall engage in any activity on tennis courts owned or operated by the District other than the playing of tennis and activities incidental to the playing of tennis. Private instruction for personal gain is expressly prohibited. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

ARTICLE III

PLEASANT VALLEY OPEN SPACE AREAS

SECTION 301- EXCLUSIVE USE

District open spaces shall not be made available for exclusive use by any person, group, or organization.

SECTION 302- ACCESS

The primary form of access into open space areas shall be by foot traffic or horseback on assigned equestrian trails. No person shall block, obstruct, impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned or operated by the District. Vehicular access to serve as an emergency vehicle may be authorized. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

Persons entering District Lands owned, managed, and controlled by the District may remain as long as they abide by these regulations, applicable laws of the State of California; applicable ordinances of the County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these regulations is a further violation of these regulations.

SECTION 303- OPENING AND CLOSING TIMES

Open space areas and equestrian trails will be available to the general public as otherwise posted or in accordance with District's General Use Policy.

SECTION 304- APPLICATION FOR USE

Applications to reserve areas of park and green space areas will be processed in accordance with District procedures established in this Ordinance.

SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE

In addition to the regulations in Section 225, the following policies shall apply to all District open space:

- a. Briquettes shall be the only permitted fuel for District installed barbecues; wood is prohibited. It shall be the responsibility of every person igniting a fire in a District installed barbecues pit to completely extinguish it (dead out). All open fires are prohibited.
 1. Only District installed barbecues are allowed on District Lands.

- b. Smoking of tobacco and marijuana is prohibited on all District Lands.

SECTION 306- GROUP USE

Reservations are required for use of District Lands by organized groups in accordance with District procedures established in this document.

SECTION 307- OFF TRAILS

Unauthorized travel off designated trails is prohibited.

SECTION 308- CLOSURE/TRESPASS

Any and all open space areas are subject to closure when deemed necessary by the General Manager (inclusive of all Park Patrol staff), to protect public safety and/or protect the resources from damage or threat of damage. Any violation will constitute civil trespass.

SECTION 309- BICYCLES

Bicycles shall be allowed in parks and open space areas under the following restrictions:

- a. Bicycles must stay on designated bike paths and roadways.
- b. No person shall operate a bicycle in a reckless or negligent manner so as to endanger public property, or the life, limb, or property of any person or animal. A reasonable and prudent speed limit will be observed.
- c. Bicyclists must yield when meeting pedestrians. "Yield" means slow down, establishes communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- d. No person shall possess or operate a bicycle or similar device in open space or on District land in areas designated or signed to restrict such activity.
- e. All state and local regulations regarding helmet use, for minors or adults, shall be followed.

SECTION 310- VEHICLES

No vehicle may be operated or parked on any open space lands except where specifically permitted unless authorized by the District for such use.

SECTION 311- NATURE PRESERVES

The District has the authority to designate an area as a "nature preserve" to protect the resources and/or flora and fauna. Entrance to such an area shall be prohibited, except with written permission for the purposes of scientific study, a docent-led hike, or other authorized activities. These areas may be posted as "no trespassing." Alcohol is prohibited in "Nature Preserves."

ARTICLE IV

REGULATIONS GOVERNING THE USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

SECTION 401- USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

Recreation centers, reservable picnic areas, athletic fields within the District's community parks, are available for the use of persons and groups subject to the issuance of a permit and payment of fees therefore. All applications for use shall be made in accordance with Section 109 and must be signed by an adult, who shall agree to be responsible for said use. No use permit shall be granted if there is a conflict with a prior reservation or a District-sponsored event. Appeal of a decision may be made in accordance with Section 110 herein. Use of District facilities is subject to the rules and regulations established in District's GENERAL USE POLICY.

Any request that will place a major impact on a given facility, as determined by the General Manager, will be subject to Board approval. All requests are subject to the District priority-ranking classification (Section 406) and fee schedule (Section 502). The General Manager reserves the right to cancel a permit with 30 days written notice.

Applications are immediately revocable and all deposits forfeited if false statements are made in reserving a facility, or if the individual or group violates any rule or regulation established by the District, or any other applicable law or regulation. Applicants shall be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, the Applicants shall be responsible for the reasonable costs to replace, repair, or clean such property. Any individual, organization, or group that is responsible for damages to the District's facilities shall pay for all such charges as determined by the District. No individual, group, or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid.

District personnel will open, close, and supervise the use of the buildings and, when required, monitor the use of the grounds.

SECTION 402- APPLICATION FOR USE AND SCHEDULING

Applications for use shall be made in accordance with Sections 109-114. Exceptions will be based on event size, type, and location requested. Exception requests may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 403- EXTENDED USAGE

Facility usage may be granted for a maximum period of six months. Requests for facility usage exceeding six months require the General Manager's approval. Scheduled groups may be subject to cancellation on 30 days' written notice or when a determination is made in accordance with Section 109. When cancellation is necessary, the District will attempt to relocate the activity.

SECTION 404- HOURS

Buildings, park areas, and athletic facilities are available for individual and group use during normally scheduled hours (dawn to dusk unless otherwise posted) of operations pursuant to the District's General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10 p.m. with a permit. Exceptions are subject to General Manager for approval.

SECTION 405- RENTAL PERIODS

Minimum building rental periods are two or four-hour increments depending on facility. The time indicated on the application will reflect the actual facility use time, which includes setup and cleanup. Charges for additional time beyond the two or four-hour block will be based on an hourly rate. Exceptions are subject to General Manager approval.

SECTION 406- PRIORITY OF USE

Use of facilities is based on when the application is received, rental availability, and priority ranking. Groups ranked at a low priority may be subject to rescheduling with 30 days' written notice. In that case, the District will attempt to relocate the group to another District facility.

Group priority rating shall be as defined in Section 504:

- a. Class 0- District Activities
- b. Class 1- Community Service Organization
- c. Class 2 - Resident Organization
- d. Class 3- In-District Resident
- e. Class 4- Out of District or Non-Resident

SECTION 407- DAMAGE TO DISTRICT PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, turf, grounds, fixtures, furniture, or appurtenances shall be required to reimburse the District for all costs involved to clean, repair, restore, or replace the building, grounds, fixtures, furniture,

or appurtenances to the original conditions. The individual and/or group may be removed and/or banned from future use of facilities.

SECTION 408- USE OF RESERVABLE PICNIC AREAS

Certain areas within the District's community parks may be reserved for picnics by persons or groups. All applications must be signed by an adult who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a prior reservation or a District-sponsored event taking place at the same time and place. No use permit shall be granted for reservable picnic areas outside normally scheduled hours of operations pursuant to the District's General Use Policy, unless the park has appropriate lighting.

An organized group (25 or more) must obtain a permit for all reservable picnic areas. Groups that have less people than an organized group may use any designated reservable or non-reservable area of any park on a first-come, first-served basis, however, such groups must vacate any reservable area at the time a permit group arrives. Neighborhood parks may be non-reservable. Individual picnic tables are available on a first-come, first-served basis in all non-reservable areas (Section 113.)

SECTION 409- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS

No smoking of any kind on District property to include all tobacco- and marijuana-related products and all forms of electronic smoking devices, and other vaporizing products.

SECTION 410-ALCOHOL IN RECREATION BUILDINGS AND PARKS

The sale, serving, or consumption of alcohol is prohibited in a District building except by a group receiving all necessary permits, insurance and paying all applicable fees.

Alcohol may not be possessed or consumed on District parks and facilities unless allowed by a permit issued by the District. The sale or serving of alcohol is not permitted in parks except by a group receiving all necessary permits have been approved and paying all applicable fees. The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager.

SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS

Certain athletic fields may be reserved for use of persons and groups. All applications for use must be signed by an adult over 18 years of age who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a District-sponsored event taking place or a prior reservation at the same time and place. No use permit shall be granted for the use of any reservable field before 8:00 a.m., or as determined by the General Manager, or beyond sunset unless the field has appropriate lighting.

- a. No person shall engage in any activity on an athletic field owned or operated by the District other than the playing of specific activities for the designated fields.
- b. Private instruction for personal gain is expressly prohibited.
- c. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

SECTION 412- USE OF SPORTS PARKS/COMPLEXES

Sports parks/complexes in the District are the following: Pleasant Valley Fields, Bob Kildee Park, Freedom Park, and Mission Oaks Park. These are complexes of 10 acres or more in size primarily used for competitive activities which, through casual or organized participation, provide competition and have governing bodies.

A permit is required for the use of these facilities by any organized group.

SECTION 413 - EXCLUSION FROM DISTRICT AREAS AND FACILITIES

In the interest of public health, safety, and welfare, it may be necessary to exclude persons or groups from District areas and/or facilities. Such action may be taken by a designated representative of the General Manager, subject to appeal to an Administrative Hearing with the General Manager.

Any person who has been excluded from District areas and/or facilities pursuant to this section, who enters upon the District areas and/or facilities during the period of the exclusion without the written permission of a designated representative, is guilty of a misdemeanor.

ARTICLE V
FEES AND DEPOSITS

SECTION 501- PURPOSE

Fees and charges may be levied to offset District expenses incurred in providing services.

SECTION 502- FEES

The District's Board of Directors shall establish reasonable fees for the use of District property. Full payment is due 30 days prior to the use date. Fees will be reviewed annually.

SECTION 503- BASIC RATE

Building

During normal hours of operation of facilities as defined in Section 404, rates will include the use of rooms, chairs, tables, setup, and cleanup. The following services are also available for an additional fee: security, custodial service, and other services identified in advance of permittee's use as set forth in the District's General Use Policy. Use at a time when the facility is normally closed will result in the assessment of additional fees.

Athletic Facilities

During normal hours of operation, basic rates include the following:

- a. Use of the athletic fields and supporting structures.
- b. Use of onsite restrooms.
- c. Basic turf management such as watering, mowing, and edging fields.
- d. Staffing costs.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Lighting.
- c. Removal or installation of athletic field equipment (bases, pitcher's mound, goals, etc.) and special location of base anchors, goals, bleachers, or other equipment.
- d. Sporting equipment such as balls, nets, gloves, etc.
- e. Cleaning of the area following the event.

Picnic Areas

During normal hours of operation as set forth in the District's General Use Policy, rates include picnic tables and barbecues, if available, and outdoor restrooms. Rates do not include supervision or special setup of tables. Outside items, i.e., tables, chairs, and barbeques etc. are not permitted without approval by the General Manager.

SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES

Class 1

- a. For a recognized District Community Service Organization as approved by the District's Board of Directors, fees are subject to the individual group's Memorandum of Understanding (MOU) with the District.

Class 2 - Half of Basic Rate (50%)

- a. Resident Organization

Local school districts, government agencies, and non-profit organizations may have fees waived for reciprocal services as approved by the General Manager.

Class 3 - Full Basic Rate (100%)

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions
- c. Any individual or group reserving Fridays and Saturdays

Class 4 - Full Basic Rate plus 25 Percent (125%)

- a. Out of District
- b. Non-resident

SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE

Additional charges will be levied over basic rates as defined in Section 503 and as set forth in the District's General Use Policy under the following conditions:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. All non-residents will pay a 25% additional fee.
- c. An additional fee is required when alcohol will be served or sold at a function.

- d. Additional administrative fees may be charged on all applicant-initiated changes, including cancellations.
- e. The District may require security guards for certain events or functions at an additional fee. The District will make the arrangements with an approved vendor.
- f. When a facility is not normally open and recreation staff or custodian is required to be on duty, additional fees accrue. The minimum hourly coverage for custodian is two hours.
- g. When recreation staff is needed for facility control, additional fees accrue.
- h. When ball field lights or other special equipment are required, additional fees accrue.
- i. When facility damage and/or liability insurance fees are required, additional fees accrue.
- j. Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and portable toilets to accommodate groups of people that exceed a facility's maximum occupancy.
- k. The determination of requirements for additional personnel and associated charges thereof shall be made by the General Manager or designee.

SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION REFUND POLICY

The application fee is non-refundable. Cancellations must be made through the District office no later than days prior to the use date to qualify for a refund of other paid rental fees minus the non-refundable application fee.

Cancellations must be made through the District office no later than 30 days prior to the use date to qualify for a refund of rental fees paid, less the non-refundable application fee. Additional fees may apply for "no shows".

SECTION 507- PAYMENT OF DEPOSITS AND FEES

The park, field, or facility is reserved only when a completed Application is accepted and approved by the District office after applicable fees are paid.

A payment equal to 50% of the total applicable fees must be paid at the time the application is approved by the District, as set forth in the District's General Use Policy. If the reservation is made 30 days or less prior to the event, full payment is due at time of application.

SECTION 508- ALCOHOL PERMITS

A State Alcohol Beverage Control Board permit is required when alcoholic beverages are sold. Such permit shall be obtained by the group using the facility and filed with the District.

SECTION 509- SETUP

The District will perform setup and breakdown unless otherwise stated in the application. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of 15 business days prior to the event date or additional fees may apply.

SECTION 510- DECORATIONS

When decorations are to be used, prior approval shall be obtained by the user from the District's Parks Services Manager. No duct tape, tacks, nails or glue are allowed on any walls, columns, counter or floor surface. Use of blue painters' tape is allowed, with full removal at the end of the event. If confetti is used at the event, all evidence of use must be removed. Use of lighted candles or any other open or enclosed flame is prohibited.

SECTION 511- SECURITY

To ensure proper use and control of facilities and equipment, security may be required under the following circumstances:

- a. If an event places a major impact on the facility as determined in the General Manager's sole discretion.
- b. When alcohol is being served, sold, or consumed.
- c. When additional precautions are deemed necessary due to the nature of the event as determined in the General Manager's sole discretion.

The District will arrange for any required security guards at the event at the Applicant's cost.

If security is required, security guards must begin their shift a ½ hour before the scheduled event starts and remain on duty for a ½ hour after the event is scheduled to end and must stay until all attendees have left.

When security is required by the District or requested by the Applicant, the application requires approval by the General Manager.

SECTION 512- WAIVERS

The requirements in this Article V may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 513- FILMING

A filming permit and application must be approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. Permission to film on District property pursuant to this section may be granted by the General Manager as set forth in the District's General Use Policy.

SECTION 514- LIABILITY INSURANCE

A certificate of insurance evidencing required coverage amounts and additional requirements as set forth in the District's General Use Policy and naming the District, its elected officials, officers, and employees as an additional insured must be submitted 5 working days prior to date of building use by any group for commercial purposes, and by any group conducting an event where there is a major impact for any event scheduled more than 5 days in advance. The amount of liability insurance required shall be determined by the District.

SECTION 515- PARKING FEES

District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager ~~with approval by the Board of Directors~~ may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.

Vehicles entering Camarillo Grove Park must pay a parking fee by purchasing a daily or annual pass.

ARTICLE VI

GENERAL

SECTION 601—REPEAL OF PRIOR VERSIONS OF ORDINANCE NO. 8

This Ordinance repeals and supersedes any prior versions of Ordinance No. 8, which are no longer of any force or effect.

SECTION 602—EFFECTIVE DATE

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

SECTION 603—PUBLICATION AND POSTING

The Board's Clerk shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Mark Malloy, Chairman

Board of Directors

ATTEST:

Elaine Magner, Secretary

Board of Directors

ORDINANCE NO. 11

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AMENDING ARTICLE I: SECTION 118, ARTICLE II: SECTION 202, AND ARTICLE V: SECTION 515 OF ORDINANCE NO. 8 (AS AMENDED JANUARY 2018) REGULATING PARKING FEES

THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDAINS AS FOLLOWS:

SECTION 1.

ARTICLE 1; SECTION 118, ARTICLE II: SECTION 202, AND ARTICLE V: SECTION 515 OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDINANCE NO. 8, ARE AMENDED AS FOLLOWS:

1. Article I: Section 118 – The following heading and text are deleted in their entirety.

“PARK ACCESS DURING PERMITTED ACTIVITY

A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.”

2. Article II: Section 202, Subsection k – The following subsection is deleted in its entirety.

k. No Organized Group or person shall inhibit access or charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access.

3. Article V: Section 515 – Parking Fees – is amended to read as follows.

“District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.”

SECTION 2. - EFFECTIVE DATE

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

SECTION 3. - PUBLICATION AND POSTING

The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED AND ADOPTED this ____ day of _____, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Robert Kelley, Chairman, Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Neal Dixon, Secretary, Board of Directors
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: December 5, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 639, ADOPTING THE UPDATED GENERAL USE
POLICY**

SUMMARY

Due to recommended changes from the District Counsel to Ordinance No. 8, District staff and the Policy Committee have taken the opportunity to review and update the General Use Policy. Through 2017, 2018, and 2019, the committee and staff discussed and made various changes both clerical and substantive in nature. The Policy presented to the Board is a culmination of that work.

BACKGROUND

The General Use Policy provides the framework for the request and use of District facilities. The document provides guidelines and processes for use of the facilities and property. Additionally, if requested, the document informs residents of the policies governing facility use. The policy provides language on such items as the application process, issuance of permits, fees and charges (not including the actual fees), classification of organizations for priority use of facilities, miscellaneous charges, possession and sale of alcoholic beverages, and liability.

The General Use Policy was last updated in July 2015. Changes recently made to Ordinance No. 8 and the need to address specific issues have required amending the document. This is the second time the Board has reviewed the policy in 2019 after the Board referred it back to the Policy Committee for further revisions during the October Board Meeting.

ANALYSIS

The document has been reviewed by staff and two Policy Committees over the last three years. Most of the changes to the policy are regarding reservations where alcohol is present and they mirror the changes made in Ordinance No. 8. Also made were minor clerical and grammatical changes. In addition, sections have been removed, headings changed, and some major revisions made to the following items:

- I.C. Request for Waiver of Fees** – Removed in entirety
- I.T. Liability Insurance** – Section moved into Exhibit, tied to changes in CAPRI requirements
- I.U. Required Insurance** – Moved with section I.T. to Insurance Exhibit
- II.A. Priority of Use of Athletic Facilities** – Priority of Use removed, referred to Section I.I. and section title changed to “Additional Charges Over Basic Rate for Athletic Facilities”

- II.B. Additional Charges Over Basic Rate for Athletic Facilities** – Specifies charges for portable toilets, dumpsters/additional equipment, cleaning, or staffing above and beyond normal operations
- II.C. Additional Fees for Athletic Facilities** – Section renamed “Athletic Facility Hours of Operation”, text added requiring permits on site, operating hours changed to match Ordinance No. 8
- III. Non-Profit Rental Use** – Community Service Organizations removed from this section, 501(c)(4) organizations removed, section restated to clarify reduced fee eligibility, and request for waiver of fees removed
- IV. Community Service Organizations** – Section added, defines District relationship and expectations for Organizations
- V. Sales, Solicitation, and Unlawful Advertising** – Section restated in entirety for clarity

Further revisions regarding the reservation and registration process were examined after the October Board Meeting. Particular attention was paid to the registration, payment, and refund process. The following major revisions have been made to the document:

- I.A. Application for Use and Scheduling** – Reservation and Registration deadlines changed to reflect the practical limits of staff
- I.B. Deposits** – Section renamed “Payments and Deposits” and text outlining payment procedures added
- I.C. Bounce Houses, Jumpers, and Other Inflatables** – Section renamed “Bounce Houses, Jumpers, and Other Vendors” and text restated for clarity
- I.D. Denial of Rental Application** – Text changed to match the procedure laid out in section I.A.
- I.E. Permits** – Contradictory text regarding reservation deadlines removed
- I.K. Refunds and Payments** – Section renamed “Refunds and Cancellations.” The entirety of Section I.L. “Facility Cancellations” has been removed from the document and incorporated into this section in its entirety. Minor alterations to reflect the changes made in section I.A. have been incorporated and contradictory text limiting payment times have been removed
- II. Athletic Facilities** – Edited to clearly reflect age requirements for reservations where alcohol is present

FISCAL IMPACT

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

RECOMMENDATION

It is recommended that the Board review and approve Resolution No. 639, adopting the updated General Use Policy.

ATTACHMENTS

- 1) General Use Policy (18 pages)
- 2) Resolution No. 639 (1 page)



PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL USE POLICY Board Approved December 5, 2019

Pleasant Valley Recreation & Park District (District) encourages the use of our facilities and parks by the community. In an effort to be fair to all, the procedures and definitions below are used in the application of this policy.

- District facilities and services are available for District sponsored programs and other approved public, private, resident and non-resident use.
- Usage is conditional and appropriate fees shall be charged as stated in the rules and regulations governing payment of deposits, fees, permits, and groups. These are subject to change and vary by classification.

The Pleasant Valley Recreation & Park District offers diversified leisure services to its residents. Historically, these services have been financed by appropriations of tax dollars from the District's general fund. The growing population has increased the demand for new, expanded and even more diversified facilities and services. Cost for land and capital projects have also increased, as have operational expenses. These trends coupled with increased competition have resulted in greater emphasis on generating non-tax revenues. These alternative sources of revenue are becoming more critical for the operations of parks and facilities.

The District works to ensure that the programs and facilities offered meet the needs of the community and that access to them is as economically feasible as possible. Fees are used to offset public expenses to operate, maintain, supervise and administer the use of the parks, recreation facilities and pavilions. These policies and procedures are designed to facilitate the safe, efficient and equitable use of District facilities.

The District Board of Directors shall establish reasonable fees for the use of District property. Fees will be reviewed annually.

I. USE OF DISTRICT FACILITIES, PROPERTIES, PARKS, PICNIC AREAS and TENNIS COURTS

The rules and regulations laid out in this section apply to all parks and facilities. Items specific to athletic facilities can be found in Section II. ATHLETIC FACILITIES.

The District's reservable facilities, parks, picnic areas, and tennis courts may be made available for use by any individual, organization, or group subject to the issuance of a permit and the payment of appropriate fees and deposits. A permit must be issued for the use of any facility, park, picnic area and organized tennis events for pre-advertised assemblies or by groups consisting of 25 people or more for picnic areas/green space usage. All applications for use of any facility, park, and picnic area or tennis court must be signed by an



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adult over 18 years of age; however, when alcohol is present an application must be signed by an adult 21 years or older who shall agree to be responsible for said use. Individuals, organizations, or groups under 25 may use any designated reservable facility, park, picnic area, or tennis court on an as available basis; however, such group must vacate the premises at the time a permit group arrives.

Groups that exceed the maximums will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, and staffing and require an additional cleaning deposit. The District will arrange for these items to be placed at the park or facility. The cost of these items will be passed on to the Applicant.

Permits are revocable and all deposits forfeited if false statements are made in reserving a District facility, park, or picnic area, or if the individual or group violates any rule or regulation established by the District. Applicants shall be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, applicants shall be responsible for reasonable costs to replace, repair, or clean such property. Any individual, organization, or group that is responsible for damages to the District's facilities shall pay for all such charges as determined by the District. No individual, group, or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid.

District personnel will open and close the facility, park, and picnic area and tennis courts and, when required, monitor the use of the grounds.

A. APPLICATION FOR USE AND SCHEDULING

The General Manager or designee is authorized to grant or deny all applications for use of District Lands, parks, or buildings. All rental applications for use of a District facility, park, picnic area or tennis court shall be filed and signed by an adult over 18 years of age; however, when alcohol is present an application must be signed by an adult 21 years or older. Applications and registrations will be accepted up to the day prior the desired use date except for weekend facility reservations. Applications for weekend reservations of District facilities must be submitted prior to 12 PM the THURSDAY before the desired date. Applications made after these deadlines will not be processed. Late fees may apply for any application for services within seven days of the desired date. The rental location is reserved only when the completed Application is accepted and approved by the District office, applicable insurance documentation is provided, and applicable fees and deposits are paid. The signed rental application for a permit shall include, but not be limited to, the following information:



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- i. Name of applicant, sponsoring organization, or group, and name of persons responsible for proposed activity alongside the application fee.
- ii. Address, telephone number and email of applicant(s).
- iii. Specific park or building being reserved and area involved.
- iv. Starting and ending time of proposed activity. Times should include set up and clean up times.
- v. Number of persons expected.
- vi. Additional District personnel or items requested, such as tables, chairs, set-up and associated equipment.
- vii. Nature of proposed activity(ies), including equipment to be brought into the park, duration and nature of use of such equipment, and duration and nature of use of any amplified sound.
- viii. Fees or admission charged and monies collected.
- ix. Persons who will receive monies collected and disposition of such monies.
- x. Certificate of liability insurance and separate endorsement naming the District as additional insured and containing a 30-day cancellation clause.
- xi. Non-refundable application fee.

B. PAYMENTS AND DEPOSITS

- i. A reservation payment must be made upon submittal of the rental application. For applications made more than thirty (30) days in advance, payment consists of 50% of the total rental fees with the remaining 50% due thirty (30) days prior to the reserved date. For applications made within thirty (30) days of the reserved date, fees are due in full upon submission of the application. Initial payment will secure the facility for the desired date pending the payment of all remaining applicable fees.
- ii. Total rental fees include the rental rate, non-refundable application fee, refundable cleaning/security deposit, and if applicable insurances, vendor and/or security guard charges. The refundable cleaning/security deposit is designed to ensure that the applicant leaves the facility in a clean and usable condition. If, at the conclusion of the activity the facility is not clean and usable, the District will retain the cleaning deposit.
- iii. Deposits and fees may be paid via cash, debit, check, or credit card. Personal checks will not be accepted within ten (10) days of the desired reservation date.
- iv. Deposits are due and payable along with all other fees and charges at the time of the application. No application will be executed for a period greater than six months in advance of the event date without approval by the General Manager or designee. For District policy regarding refunds please refer to section K. REFUNDS AND CANCELLATIONS.



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C. BOUNCE HOUSES, JUMPERS AND OTHER VENDORS

- i. In order to provide a safe and enjoyable experience, the District has established certain criteria for apparatus used in the park system. Specifically, the following identifies both permitted and prohibited apparatus:
 - a. Must use vendor from District approved Bounce House/Inflatable Vendor list.
 - b. A reservation permit with PVRPD (if group size is under 25, picnic shelter isn't needed, and there is no alcohol, renter may be able to obtain a permit for a nominal fee, provided there is availability).
 - c. Bounce houses/inflatable jumpers may be located only in easily accessible areas. Bounce House/Inflatable Vendors cannot drive on park turf to deliver the bounce house/inflatable.
 - d. Insurance certificate must include the date of use, location of event, limits of liability, Pleasant Valley Recreation & Park District named insured, and must cover the entire event.
 - e. Bounce houses/inflatables are limited to 20' x 20' in size, without water features, and must be powered by a vendor supplied generator under 5KW. The District does not provide electricity or generators. Generators may NOT be fueled and/or refueled on District property.
 - f. All bounce houses/inflatables must be attended at all times.
 - g. Inflatables utilizing water, such as water slides, are PROHIBITED in all District parks.
 - h. The following items are prohibited, unless permitted in advance by the General Manager or designee:
 - i. "Sumo Wrestling" and/or "Jousting"
 - ii. Laser Tag
 - iii. "Rock Climbing Walls"
 - iv. Inflatable "Mechanical Bulls"
 - v. Inflatable "Hamster Balls"
 - vi. Inflatable Water Features, Dunk Tanks and/or Pools
 - vii. Petting Zoos
 - viii. Game Truck/Games on wheels (requires additional approvals)
 - ix. Concession (require additional approvals)

D. DENIAL OF RENTAL APPLICATION

Denial of an application may be based on the following criteria:

- i. When District Lands with the required capacity for the proposed activity is not available.



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- ii. Refusal of an applicant to agree in writing to conditions of the permit.
- iii. Failure of an applicant to file an application in sufficient time for review and processing. For facility reservations during the week, the District must receive the Application, applicable cleaning/security deposit, rental fees, and permits at least one (1) day in advance. For facility reservations for the weekend, the District must receive the Agreement, applicable cleaning/security deposit, rental fees, and permits prior to 12PM the Thursday preceding the reserved date. Failure to comply with the deadline date may render the contract null and void.
- iv. The requirement of an excessive number of personnel as determined by the General Manager or designee to properly police the activity and protect other users of the facility or area due to the size or nature of the proposed activity.
- v. The filing of more than one application for the same facility at the same time. Under these circumstances, the General Manager or designee will consider the application and the schedule of priority classification.
- vi. When usage of facility may damage, destroy, or detract from the District property and/or cause harm, injury, discomfort, or displeasure to other persons in or near the park.
- vii. When false or misleading information is provided.

E. PERMITS

A Permit is issued when the completed Application is accepted and approved by the District office, the rental Agreement is signed by the applicant, and all applicable fees and deposits are paid in full.

F. RENTAL PERIODS

Rental periods are based on a two-hour or four-hour minimum for facility rentals (i.e. picnic areas, buildings and classrooms). Refer to approved current Fee Schedule for details. Tennis court rental periods are based on a minimum of two-hour increments. The time indicated on the application will reflect the actual facility use time, which includes setup and cleanup. Charges for additional time beyond the two- or four-hour block will be based on an hourly rate.

G. HOURS

All parks, recreation areas, and open space areas within the District boundaries will be available to the general public from dawn to dusk or hours as otherwise posted except with the permission of the General Manager or designee.



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Dog park facility hours of operation are:

- a.) *Camarillo Grove Park*- Open daily from 7:00 a.m. to dusk. Entire park is off-leash Monday - Friday. Saturday & Sunday, dogs are allowed off-leash only in the designated dog park area and on the trails from 7:00 a.m. until 10 a.m.
- b.) *Mission Oaks Park Off-Leash Area*- Open daily from 4 p.m. to dusk. Saturday & Sunday, dawn until dusk.
- c.) *Springville Dog Park*- Open daily 7 a.m. to dusk. Closed Friday mornings until 10:00 a.m. for lawn maintenance.

District Lands, buildings, park areas, and facilities (except sports parks/fields) are available for individual and group use during normally scheduled hours of operation as posted at the facility. Exceptions are subject to General Manager or designee approval.

H. PRIORITY OF USE AND FEE CHARGES

Use of District Lands is based on when the application is received, rental availability, and priority ranking. Groups ranked at a low priority may be subject to rescheduling with 30 days written notice. In that case, the District will attempt to relocate the group to another District facility. Group priority rating and fee charges in accordance with the District Fee Schedule shall be as follows:

- i. Class 0 – District Activities
- ii. Class 1 – Community Service Organizations: Fees are subject to the individual group's Memorandum of Understanding (MOU) with the District.
- iii. Class 2 - Resident Organization- Local school districts, governmental agencies and non-profit organizations.
- iv. Class 3 – In-District Resident- This includes in-District residents, groups, and organizations that hold private functions. Also includes any event held on Friday and Saturday.
- v. Class 4 – Out of District or Non-Resident- Includes non-resident/out of District individuals, groups, and organizations.

I. FEES

- i. Basic Rate - Application fees will be charged in accordance with the Board approved Fee Schedule.
 - a. Indoor Facility - During normal business hours of operation, rates will include rooms, chairs, and tables, single setup and cleanup.
 - i. Beyond the basic services, additional fees will be required for security staffing, additional custodial service and other services requested by permittee, or identified by staff in advance of permittee use.



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- ii. For rentals outside of normal business hours of operation, additional fees will be assessed for staffing required beyond the posted curfew and on holidays.

- b. Picnic Area - During normal hours of operation, rates include existing site amenities such as picnic tables and barbecue, where available, and outdoor restrooms. Rates do not include supervision or special setup of tables. Outside items, i.e. tables, chairs, and barbeques etc. are not permitted without approval by the General Manager or designee.

J. ADDITIONAL CHARGES OVER BASIC RATE

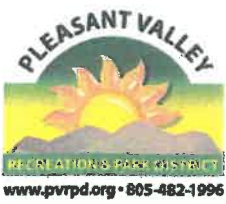
Additional charges may be levied over basic rate as defined in Section I. I. FEES and under the following conditions:

- i. All non-residents will pay a 25% additional fee.
- ii. For reservations requiring additional fees made further than thirty (30) days in advance, full payment is due 30 days prior to the reserved date.
- iii. When alcohol is served or sold at a function.
- iv. On all applicant-initiated changes, including cancellations.
- v. To cover the cost of security guards for certain events or functions. The District will arrange with an approved vendor.
- vi. When a facility is not normally open and District staff is required to be on duty.
- vii. When District staff is needed for facility control.
- viii. When facility damage and/or liability insurance fees are required.
- ix. To cover the cost of dumpsters, portable toilets, other additional equipment and/or resources to accommodate the rental.

The determination of requirements for additional personnel and associated charges shall be made by the General Manager or designee.

K. REFUNDS AND CANCELLATIONS

Facility Refunds - The rental reservation is only complete when the application is accepted and approved by the District office and all applicable deposits and fees are paid. Cancellations must be made through the District office no later than thirty (30) days prior to the use date to qualify for any refund of paid fees. Refunds and Cancellations will be processed under the following guidelines:



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- i. The Application fee is non-refundable.
- ii. Reservations of outdoor facilities made less than thirty (30) days in advance are only eligible for a refund of the cleaning/security deposit.
- iii. If a reservation is cancelled sixty-one (61) or more days prior to event date, customer will receive a full refund minus the application fee.
- iv. If the reservation is cancelled between thirty (30) and sixty (60) days prior to event date, customer will receive refund of any cleaning/security deposit paid and 50% refund of all other fees paid (excluding application fee).
 - a. In lieu of a full or partial refund, the payments made for a cancelled event can be transferred one time to a future event to be held within six months. An additional \$25 non-refundable administrative fee will be charged. Additional fees may apply depending on venue. Refer to current approved Fee Schedule for facility fees.
- v. If the reservation is cancelled twenty-nine (29) or less days prior to the reserved date the customer will receive a refund for the cleaning/security deposit only.
- vi. If a reservation is paid through a credit card, any refund will be issued to the same credit card within seven (7) business days following the event.
- vii. If a reservation is paid by check or cash, a refund by check will be processed within fifteen (15) business days following the event.
- viii. No refunds will be given for inclement weather, however, if the District office is notified at least prior to 12 PM on the Thursday preceding reserved date, the reservation may be transferred to an available like facility without penalty. Additional fees may apply depending on the selected venue for transfer.
- ix. No personal checks will be accepted within ten (10) days of the desired date.
- x. All fees, including the Application fee, will be refunded in the event of a District initiated cancellation.
- xi. NSF charges will apply for returned checks.

Class Refunds - If withdrawal/transfer from a program/class is made 5 business days prior to the start of a class there will be a full refund less a \$10 administrative fee. If withdrawal is made less than 5 business days before the first day of the program, there will be no refund issued. Registrants failing to be present for the program will forfeit all fees paid. No refund will be issued for programs and activities where the registration cost is \$10 or less.



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L. ALCOHOL INSURANCE

Events with alcohol for consumption will require the purchase of alcohol insurance at the time the permit is approved.

M. SETUP

The District will perform setup and breakdown, unless otherwise stated in the application. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of 15 business days prior to the event date. If a reservation requiring setup is made within 15 business days of the event, setup instructions are due at the time of application submittal and additional fees to facilitate the reservation may apply. Applications for use received within 15 business days that require setup beyond what can be reasonably accommodated by District personnel may be denied.

N. DECORATIONS

When decorations are to be used, the user shall obtain prior approval from the District's designee. No duct tape, tacks, nails or glue are allowed on any walls, columns, or counter or floor surface. Use of blue painters tape is allowed, with full removal at the end of the event. Use of lighted candles or any other open or enclosed flame is prohibited. No confetti, rice or glitter is allowed.

O. SECURITY

To ensure proper use and control of facilities and equipment, security will be required under the following circumstances:

- i. If the type of event and/or anticipated attendance places a major impact on the facility.
- ii. When alcohol is being served, sold, or consumed.
- iii. When additional precautions are deemed necessary due to the nature of the event.
- iv. The District will determine the total number of security guards required (typically 1 guard for every 50 people).

P. DAMAGE TO DISTRICT PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, turf, grounds, fixtures, furniture, or appurtenances shall be required to reimburse the District for



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all costs involved to clean, repair, restore, or replace the building, grounds, fixtures, furniture, or appurtenances to the original conditions. The individual and/or group may be removed and/or banned from future use of facilities.

Q. EXTENDED USAGE

Facility usage may be granted for a maximum period of six months. Requests for facility usage exceeding six months require the General Manager or designee's approval. Scheduled groups may be subject to cancellation when a determination is made in accordance with Section I. A. APPLICATION FOR USE AND SCHEDULING. When cancellation is necessary, the District will attempt to relocate the activity.

R. ALCOHOLIC BEVERAGES

A State Alcohol Beverage Control Board permit is required when alcoholic beverages are sold. Such permit shall be obtained by the group using the facility and filed with the District.

Any group desiring to sell alcoholic beverages in recreation facilities operated by the District must apply for an alcoholic beverage permit at the time of application for a facility permit. Such alcoholic beverage permit shall be issued only to an individual of legal age. The Applicant shall provide adequate safeguards to prohibit consumption of alcohol by minors, including utilizing Responsible Beverage Server (RBS) wristbands on all minors attending the event. Security guards are required for all activities providing alcohol and will be assigned by the District. Alcoholic beverages are only allowed at the event for a maximum of four hours and will not be served a minimum of one hour prior to the end of the event, or no later than 9 p.m.

The applicant shall also secure all such permits or licenses required by other governmental agencies including but not limited to the State of California Alcoholic Beverage Control Board and the Ventura County Public Health Department. If such request for the alcoholic beverage permit is denied by the staff, Right of Appeal shall apply. The General Manager or designee may stipulate additional conditions relating to the permitted use of alcoholic beverages as necessary for the protection of individuals and property.

II. ATHLETIC FACILITIES

Certain athletic fields must be reserved for use by persons or groups consisting of 5 people or more. The District reserves the right to determine the appropriate facility for the requested activity based on the nature and size of the activity. All applications for use of any athletic facility must be signed by an adult over 18 years of age; however, when alcohol is present an application must be signed by an adult 21 years or older who shall agree to be



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responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a District or Community Service Organization sponsored event taking place or a prior reservation at the same time and place. All requests must be reviewed and approved by the District staff. No use permit will be granted for any reservable field before 6:00 a.m. or as determined by the General Manager or designee, or beyond sunset unless the field has appropriate lighting. Lights can be utilized up to 10 p.m. (with prior permit approval and payment).

Organized athletic activities requiring a permit include, but are not limited to any activity that utilizes one or more of the following:

- i. A game official to maintain adherence to the rules of the game, or
- ii. A marked or defined field of play, track, or course, or
- iii. Specialized equipment such as uniforms or apparel that distinguishes teams, goals, flags, personal protective equipment, shoes, cleats, harnesses, or helmets, or
- iv. Motorized, energized, or otherwise powered equipment, or
- v. Is an activity that by its' nature, negatively impacts or creates a potential hazard to other users of the site or the facility, or
- vi. Personal training by individuals earning a fee for services, or
- vii. Any activity sponsored or held by groups or organizations that charge a fee to members for participation.

During normal hours of operation, basic rates include the following:

- i. Use of the athletic fields and supporting structures.
- ii. Use of onsite restrooms.
- iii. Basic turf management such as watering, mowing, and edging fields.
- iv. Staffing costs

Basic rates do not include:

- i. Diamond preparation and ball field lining.
- ii. Lighting.
- iii. Removal or installation of athletic field equipment (bases, pitcher's mound, goals etc.) and special location of base anchors, goals, bleachers, or other equipment.
- iv. Sporting equipment such as balls, nets, gloves, etc.
- v. Cleaning of the area following the event.



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A. ADDITIONAL CHARGES OVER BASIC RATE FOR ATHLETIC FACILITIES

Additional charges will be charged over the basic rate under the following conditions:

- i. When extraordinary use requires facility renovation or rehabilitation.
- ii. When ball field lights or other special equipment are required.
- iii. When portable toilets, garbage dumpsters and/or any additional equipment, cleaning materials and/or staffing is required to facilitate the reservation.

B. ATHLETIC FACILITY HOURS OF OPERATION

No use permit shall be granted if, at the time of application, there is a conflict with a prior reservation or a District-sponsored event taking place at the same time and place. Reservable Athletic Facility hours are as follows:

- i. Monday through Friday: 6:00 AM – 10:00 PM
- ii. Saturday and Sunday: 6:00 AM – 10:00 PM

Field hours are set 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.

III. NON-PROFIT RENTAL USE

Pleasant Valley Recreation & Park District based Charitable, Social Welfare and Veterans' Organizations include: organized non-profit groups with current 501(c)(3) or 501(c)(19) IRS status, whose membership is open to the public and whose primary purpose is to serve the Pleasant Valley Recreation & Park District community.

The following criteria for District based Charitable, Social Welfare and Veterans' Organizations to receive Class 2 reservations are in effect:

- i. Organization must provide:
 - a. Proof of current non-profit status, i.e. IRS Letter of Determination of 501(c) (3) or 501(c) (19) status.
 - b. Complete rental application
 - c. Proof of organization residing within the Pleasant Valley Recreation & Park District boundaries.
 - d. Proof of organization's establishment within the Community for at least 12 consecutive months.

Furthermore:

- ii. Full-fees apply for all fundraising events.
- iii. There is no non-profit rate for fees for special services, lighting, or staffing.



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- iv. Class 2 rental rates are ONLY available Sunday – Thursday.

IV. COMMUNITY SERVICE ORGANIZATIONS

Community Service Organizations: Community Service Organizations are groups whose memberships are open to the public, whose primary purpose is to serve the needs of the Pleasant Valley Recreation & Park District community as designated by the District Board. Community Service Organizations must be based within the Pleasant Valley Recreation & Park District boundaries. Approved Community Service Organizations shall enter into a Memorandum of Understanding with the District which shall govern the Organization's relationship with the District. To receive the benefits afforded by this classification, Community Service Organizations shall submit on an annual basis an organizational file to be approved by the District Board of Directors which shall include a report on Organization business and financial condition.

V. FILMING

Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. The General Manager or designee with the following stipulations may grant permission to film on District property pursuant to this section:

- A. Completion of a commercial filming application and compliance with its contents. Requests may be received by letter, telephone, or in person at the District's Administration office.
- B. A certificate of insurance is required naming the Pleasant Valley Recreation & Park District as an additional insured and must include an endorsement page, and must contain a 30-day cancellation clause, and insured on the day or days of filming with the limits as required for District liability and property liability, which must be on file with the District prior to approval of the permit.
- C. The General Manager or designee shall assess a fee for the use of public property for commercial purposes. This fee will be reviewed annually.
- D. The applicant shall obtain all necessary permits to film and provide all personnel and services necessary to the satisfaction of the District for crowd control, traffic control, fire control, maintenance, and any other situations that attract potential hazards due to the presence of the filming production. Any District personnel services provided shall be compensated to the District at an hourly rate designated by the General Manager or designee. The appropriate fee will be established to cover all costs incurred by the District. At the time of permit issuance, an estimate of such fees will be given the applicant.



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- E. Use of specialized equipment such as trailers, cranes, pyrotechnics etc. must be disclosed and approved with the application prior by the General Manager or designee.
- F. The applicant shall be responsible for complete replacement, refurbishing, or payment to the District for any negative impact incurred, including any damaged, destroyed, or otherwise disturbed furnishings, turf, facility, or property during the time of the filming for which the permit applies.
- G. The applicant is responsible for any other required permits.

VI. SALES, SOLICITATION AND UNLAWFUL ADVERTISING

It is unlawful to post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill, circular, notice, paper, banners, or advertising device or matter of any kind, in or upon any District building, structure, pole, wire, or other architectural or natural feature of whatever character, or on vehicles. The only exception is upon a bulletin board or such place especially designated and provided for such purposes, which approval shall be given only if the General Manager determines that it would be affirmatively in the public interest to allow the use of public property for such purposes.

- i. It shall be unlawful for any person to place or maintain any sign, billboard, or advertisement on any District property.
- ii. It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.
- iii. Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.
- iv. Exceptions to the provisions of this section shall be pre-approved by the General Manager or designee.

Permission must be obtained from the General Manager before permits shall be issued authorizing use of any park or building when the activity proposed is to be held for the sole purpose of:

- i. Advertising for sale any product, goods, wares, merchandise, services, or event.
- ii. Conducting or soliciting for any trade, occupation, business, service, or profession.



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GENERAL USE POLICY Board Approved December 5, 2019

VII. NON-DISCRIMINATION

No organization or person will be discriminated against based on belief or affiliation, religion, age, ethnicity, native origin, medical condition, physical or mental disability, gender, gender orientation or marital status. Any person or organization entering into a rental agreement with the District is required to comply with this non-discrimination policy. Any person or organization entering into a rental agreement with the District will be required to execute a statement agreeing to indemnify and hold harmless the Pleasant Valley Recreation & Park District, its Board of Directors, and the officers, agents and employees of these agencies for any failure to comply with this non-discrimination policy.

VIII. VIOLATION OF PERMIT

Violation of any terms, conditions, rules, and regulations of the permit by permittee or any agent or employee of permittee is prohibited. The General Manager or designee reserves the right to revoke or refuse to issue permit(s) for a violation thereof, with or without notice to the persons or organization to which the permit was issued. No group or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid. If violations are ongoing by the same party, the District reserves the right not to issue permits. Users that do not comply with the rules and regulations set forth by the District may be required to return keys and be restricted from any future use of the District's facilities.

IX. RIGHT OF APPEAL

An Applicant may appeal the decision of a District representative to the General Manager regarding facility permits. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the applicant may present any and all evidence, testimony, and information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the application, or direct that a permit be issued subject to appropriate terms and conditions. The General Manager shall specify grounds for denial.

The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five working days of the General Manager's decision.

Exceptions will be based on event size, type, and location requested. These requests may be waived if request for waiver is submitted in writing and require the General Manager's or designee approval.



PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL USE POLICY Board Approved December 5, 2019

X. AUTHORIZED USE OF DISTRICT LOGO AND/OR NAME

District logos or names can only be used for purposes, events and publications that officially relate to Pleasant Valley Recreation & Park District. No use is permitted to any other third party without written permission from the General Manager or designee.

Logos may not be used for the commercial profit of outside organizations or ventures.



PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL USE EXHIBIT #1 LIABILITY INSURANCE AND INSURANCE REQUIREMENTS

THIS EXHIBIT SHALL AUTOMATICALLY UPDATE WITH CURRENT CAPRI INSURANCE REQUIREMENTS REGARDLESS OF BOARD APPROVAL

A. LIABILITY INSURANCE

All individuals or groups for which use permits are granted, must agree in writing to hold the District harmless and indemnify the District from any and all liability for injury to persons or property occurring as the result of the activity sponsored by permittee, and said person shall be liable to the District for any and all damages to parks, equipment, and buildings owned or controlled by the District which result from the activity or permittee or is caused by any participant in said activity. A person exercising any of the privileges authorized by this policy does so at his/her own risk without liability on the part of the Pleasant Valley Recreation & Park District for any injury to persons or property resulting there from.

A certificate of insurance with an endorsement page naming the District as an additional insured must be submitted 30 days prior to date of facility use by any group for commercial purposes, and by any group conducting an event where there is a major impact. **The District shall determine the amount of liability insurance required.** Failure to provide adequate insurance will be cause for denial of permit.

When there is a request for the use of District facilities, or when the District is involved with scheduling and/or coordinating the activities, a certificate of insurance is required, naming the District as an additional insured, must include an endorsement page, and must contain a 30-day cancellation clause. All paperwork must be filed with the District a minimum of 30 days in advance of the use date of facilities involved. The District may require proof of liability insurance with limits of bodily injury and property damage of not less than \$1,000,000/\$1,000,000 and a certificate of insurance for any individual or group when it is determined that:

- i. Liquor is to be sold and/or served on park property. If alcoholic beverages are served, Liquor Law Liability coverage in the amount of \$1,000,000 is required. All certificates of insurance for alcohol use must have Pleasant Valley Recreation & Park District named as "Additional Named Insured" and must include an endorsement page. The certificate must contain a 30-day cancellation clause.
- ii. The proposed activity may result in serious injury to persons and/or significant damage to District property.



PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL USE EXHIBIT #1 LIABILITY INSURANCE AND INSURANCE REQUIREMENTS

- iii. Caterers and vendors are required to provide the same insurance coverage to the District.

B. REQUIRED INSURANCE

Coverage must be general liability for at least \$1,000,000 per occurrence for bodily injury and \$100,000 for property damage, or \$1,000,000 combined single limit and must list Pleasant Valley Recreation & Park District as additionally insured on a separate endorsement and on the certificate. **The District shall determine the amount of liability insurance required.**

Insurance certificate must include the date of use, location of event, limits of liability, Pleasant Valley Recreation & Park District as named insured, and must cover the entire event.

The following groups and organizations must provide insurance for use of "District" facilities, regardless of type of event(s):

- i. Sports leagues using "District" facilities for regular play
- ii. All Sport Organizations
- iii. Private Instruction (i.e. Personal Training, Dog Obedience Class, Clinics)
- iv. Bounce House/Entertainment Attractions
- v. All Runs/Walks/Cycling/Parades/Events
- vi. All Vendors
- vii. Special Events
- viii. Events with more than 300 attendees, whether the event is private or open to the public.

RESOLUTION NO. 639

**A RESOLUTION OF THE BOARD OF DIRECTORS
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ADOPTING A DISTRICT GENERAL USE POLICY**

WHEREAS, The Pleasant Valley Recreation and Park District is governed by the policies and procedures specified within Ordinance No. 8; and

WHEREAS, Ordinance No. 8 directs the District Board to approve and adopt a policy for the "General Use" of the parks; and

WHEREAS, since the approval of the current General Use Policy, Ordinance No. 8 has been amended in such a way that contradicts elements within the policy; and

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District seeks to proactively address any possible conflicts between its Ordinances and Policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows:

The Board of Directors approves and adopts the policy entitled "General Use Policy" and directs that the policy be indicated as approved on December 5, 2019.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of December 2019, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Robert Kelley, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Dr. Neal Dixon, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: December 5, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN PLEASANT VALLEY RECREATION AND
PARK DISTRICT AND EMG HOLDINGS FOR DOG
WASTE BAG STATION SERVICES**

SUMMARY

The District currently operates under the vestiges of a previous contract with Omnipotential Trading LLC d/b/a Poo-Free Parks for the servicing of dog waste stations located throughout the District. The agreement expired in 2016 when the parties could not agree on a fee increase. Due to the sale of the business to another party, District staff is presenting this agreement to ensure that current services are maintained at a reasonable cost.

BACKGROUND

In 1999 the Ventura County Watershed Protection District (VCWPD) developed and implemented the Pet Waste Program. This program provided dispensers and pet waste bags free to all Co-permittees (all cities within Ventura County). In the first year the Co-permittees installed seventy-five dispensers (75) and used 170,400 pet waste bags county-wide. Once initiated VCWPD redirected the funding from the dispensers and bags to outreach programs. These outreach programs educated the public on the problems associated with dog litter. The outreach programs were so successful that by FY 2007/2008 the Pet Waste program had grown to over 2 million dog waste bags for a combined cost of over \$150,000 to local agencies.

The Pleasant Valley Recreation and Park District originally participated in the program under the City of Camarillo's permit, and was provided free waste bags from the City until approximately 2002. At that time the program was no longer supported by the City or County, requiring the District to fund the service.

In September 2011, the District signed an agreement with Omnipotential Trading LLC d/b/a Poo-Free Parks to provide dog waste bag stations, services, and supplies to maintain 100 dog waste disposal bag dispensers in District parks. The District was to receive free dog waste bags and agreed to let Poo-Free Parks sell advertisement to defray their operating costs. In 2014 Poo-Free reached out to the District and notified them that they were losing money and that the District would need to start paying \$14,400 per year for services and a reduction to 80 maintained stations. The 2011 agreement did not allow for any fee increases and no updated agreement was signed. To prevent a loss of services, the District paid the new fees. In 2016 Poo-

Free Parks again reached out to raise their prices to \$16,800 per year and sought a new agreement with the District to legitimize the fees. This new agreement was never executed by both parties, but the District has paid the increased fees upon receipt of invoices notwithstanding.

ANALYSIS

Poo Free Parks was sold in May of 2018 to EMG Holdings, LLC and at the time, no agreement between the District and Omnipotent Trading LLC or EMG Holdings, LLC existed. Since the sale of "Poo Free Parks" to EMG Holdings, District and EMG staff have been negotiating the terms of a new agreement which considers the realities of the previous three years. This primarily means three things; first, the District has paid increased fees even though no agreement between parties existed that stipulated increased fees; second, neither Omnipotent or EMG Holdings has replaced bag stations on District property within the past eight years; and third, outside the charging and paying of fees, the responsibilities of both parties as laid out in the 2011 agreement have been followed.

To evaluate the feasibility of maintaining an agreement for these services, staff has analyzed purchasing dog waste bags and filling up the dispensers with in-house labor and developed the following numbers:

- It is assumed that the District will have to purchase the stations from Poo Free Parks
- Bag station advertisement would cease unless the District assumed this responsibility
- 87 Dog Waste dispensers in 28 parks
- Average yearly dog bags used is 580,000
- Staff can purchase dog waste bags for \$0.02 each but price is fluid especially due to recent tariffs
- It will take approximately two and a half pallets (2½) to fulfill the District's bag needs.
- 2½ pallets contain 2880 rolls of 200 bags per roll, for a total of 576,000 dog bags at a cost of approximately \$12,295.00
- Staff currently goes to the parks on a daily basis and would need to add restocking the bag stations to their routines; approximately 5 staff hours per week

The negotiated agreement establishes the status quo as the officially recognized arrangement between the District and EMG Holdings, LLC. However, certain guarantees are written into this agreement.

- The District would officially assume ownership of the bag stations at no cost
- Due to AB5, Poo Free Parks would be required to use an employee to service the stations
- Replacement stations would be sourced exclusively from Poo Free Parks at \$250/station
- Per station fees would be fixed at \$22 per station and include the cost of bags and filling
- Poo Free Parks would maintain responsibility for filling the bag stations
- Poo Free Parks would maintain the ability to sell advertising for signs placed with the stations
- Per station fees are renegotiable upon agreement renewal
- No competing dog bag stations would be allowed in District parks unless they are District owned and operated
- District control over where stations are located and how many stations are in circulation

- District staff would not be required to assist with the operation of the stations beyond moving, replacing, or repairing the stations

There are several pros and cons with each option. The largest pro is the potential long-term cost savings the District could see if the Board chooses to direct staff to operate the stations which will open the opportunity for potential efficiencies. There is also the risk that District staff will not be able to meet the increased demand and stations will either go empty or more staff will need to be scheduled or hired. However, the District would then be subject to price fluctuations that it would be insulated from within the Poo Free Parks agreement. Additional cons to the District include responsibility for replacing the waste stations and a loss of local advertising in District parks.

The primary con for entering into a new agreement with Poo Free Parks is the increased cost to the District. Unfortunately, this is the direct consequence of AB5 as the contractor would be forced to perform the services with an employee rather than a contractor as has been done in the past. Further pros include saving District staff time and providing local businesses advertising opportunities within District parks.

FISCAL IMPACT

The fiscal impact to the District depends upon which option the Board chooses to pursue. The following table illustrates the approximated total cost of each option over a twelve-month period:

	District Operated	EMG Holdings, LLC. Operated
	576,000 Dog Waste Bags = \$12,295.00 87 Stations @ \$130/station = \$11,310.00 (onetime expense) 5 Staff hours/week @ \$42/hour = \$10,920.00	87 Stations x \$22/Station/Month = \$1,914.00
Annual Cost	\$34,525.00*/\$23,215.00	\$22,968.00*
Notes	*Anticipated first year expense, labor cost could potentially be less if using part time labor and existing staff on site.	*Assumes zero stations will be replaced in the next year

RECOMMENDATION

It is recommended that the Board of Directors approve the proposed agreement with EMG Holdings, LLC. (Poo Free Parks) for services related to the support of a Dog Waste Station program.

ATTACHMENTS

- 1) Poo Free Parks Agreement (19 pages)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
EMG HOLDINGS, LLC.**

This agreement is made and entered into, effective [REDACTED] between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and EMG Holdings, LLC. a California Limited Liability Company ("Contractor").

RECITALS

WHEREAS, the District seeks to keep its parks beautiful in an eco-friendly manner;

WHEREAS, this agreement will help reduce wastewater pollutants resulting from uncollected dog waste in parks;

WHEREAS, the District seeks to partner with local environmental and social organizations;

WHEREAS, the District seeks to provide public services at minimal cost to the public through a public-private partnerships;

WHEREAS, the District seeks to increase awareness of the responsibility of dog owners to clean up after their dogs while in public areas;

WHEREAS, the Contractor seeks to help relieve the financial and labor burdens of the District with respect to dog waste control in parks;

WHEREAS, the District desires to give civic-minded companies an opportunity to demonstrate their commitment to eco-friendly, community-sponsored initiatives that promote efforts to "Go Green;"

WHEREAS, this agreement will provide the District with a long term solution for providing eco-friendly bags for public-use and;

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.

Contractor warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Contractor's Proposal, this Agreement, or any reports or documents prepared herewithin.

Contractor agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and Park Services Manager.

As further described on Exhibit "B", Contractor's Services include:

- a. Purchasing for the filling of District bag dispenser stations, oxo-biodegradable bags.
- b. Filling District bag dispenser stations on a regular schedule.
- c. Soliciting advertisements and coordinating their placement upon metal placards ("signs") which shall be considered property of the Contractor. Contractor shall ensure all solicited advertisements include the information included in Exhibit "B."
- d. Providing the District with a monthly report of oxo-biodegradable bag usage for all District stations.
- e. Providing the District with Dispenser Stations for purchase in the event that stations are to be replaced.

2. Corporate Sponsorships

- a. The District reserves the right to reject any sponsorship in the Dispenser Stations or bags which, in the District's sole discretion, would negatively reflect upon the District. Sponsorships shall be limited to commercial speech only. Contractor shall not utilize any of the dispensers to advertise "in any manner", or involved in tobacco-related products, alcohol adult entertainment, sexually

oriented materials, or any other product or service which District in its sole discretion determines conflicts with these requirements or current or future District policies, procedures, or mission, or which violate any local, state or federal ordinances, laws or regulations pertaining thereto. If the District determines that any dispenser violates the terms of this Agreement, Contractor will remove the advertisement within twenty-four (24) hours of receipt of notice from the District. Should the Contractor fail to promptly remove the advertisement, District may do so with all incurred costs to be borne by the Contractor. District shall bear no liability or responsibility whatever for any liability, losses or damage incurred by Contractor, or by the message sponsor or any third party, in such instance.

- b. **Sponsored Message.** Subject to the terms hereof, Contractor at its cost shall use its good faith efforts to solicit and obtain agreement from commercial sponsors to place, install and maintain commercial messages on the dispenser covers. The sublicense period of any Sponsored Message for such Covers may not exceed the Initial term. District shall bear no liability or responsibility whatever for any liability, losses or damages incurred by Contractor, or by the message sponsor or any their party, in such instance, and to the fullest extent permitted by law Contractor shall indemnify, defend and hold District harmless in connection with such removal. If the District is contacted by a prospective commercial sponsor seeking information concerning sponsorship opportunities for the dispensers, District shall refer the party to the Contractor.

3. Term of Contract

Unless otherwise earlier terminated as specified in Section 17, this Agreement shall commence on the date set forth above and shall expire after a period of twelve (12) months unless either party notifies the other of their intent to renew the agreement at least thirty (30) days prior to expiration. This agreement may be renewed for a maximum of two (2) twelve (12) month periods.

4. 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.

5. Independent Contractor Relationship

- a. 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. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Contractor.
- b. Contractor is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Contractor will supply all tools and instruments required to perform its services under this Agreement.
- c. Pursuant to this Agreement, Contractor is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

6. 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.

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. 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.

9. Acknowledgment of Relationship

Contractor agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Contractor under this Agreement, or any information made available to Contractor by District, shall not be revealed, disseminated or made available by Contractor to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

10. Ownership of Dispenser Equipment

- a. Contractor agrees to relinquish all rights of ownership to all physical "Poo Free Parks" dispenser stations and the equipment to which they are mounted present on District Property at the time of the execution of this agreement to the District and at no cost to the District. At no time during the completion of services rendered in accordance with agreement shall Contractor gain ownership over any portion of the dispenser stations.
- b. Advertising placards currently in use at the time of execution of this agreement shall become property of the Contractor. Any placards placed while this agreement is in effect shall be property of the Contractor. No advertising placard shall be considered property of the District at any time during the course of this agreement.

11. Payment to Contractor

- a. District shall pay Contractor monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Contractor's invoices included as Exhibit "D", with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

- b. 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.

12. Assistance by District

District agrees to provide to Contractor available information of relevance to Contractor's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Contractor and render all reasonable assistance toward completion of Contractor's work.

The District's Project Manager shall be Bob Cerasuolo, Park Services Manager.

- a. Location of Dispenser Stations: The District shall be responsible for the placement of all existing and new Dispenser Stations. In the event that a station must be moved or removed from service, the District must notify the Contractor by phone or electronic mail within 72 hours of the station's new location or removal. Lack of notice shall not be considered cause for the termination of services by Contractor.
- b. Disposition of Dispenser Stations: The District shall affix Dispenser Stations to either steel "u-channel" posts, or existing poles, structures, ground or facilities in District's parks in a manner that makes available space for signs (provided by Contractor) limited to a size not to exceed twelve inches (12") by eighteen inches (18") for the purpose of advertisement as described in Exhibit "B."
- c. Condition of Dispenser Stations: District shall maintain bag dispenser stations in a condition necessary for the proper operation and servicing of said stations. This condition shall be determined by the District.

13. Assistance by Vendor

- a. Sourcing of New Dispenser Stations: In the event that new Dispenser Stations are to be purchased by the District, the Contractor shall make available and be the sole provider to the District of Dispenser Station equipment at a cost not to exceed \$250 per station. No lease or other property interest is created for or granted to the Contractor through the exercise of this clause during the fulfillment of this agreement.
- b. Maintenance of Advertising Placards: Contractor shall endeavor to maintain advertising placards in a like new condition. Upon notice of graffiti or any other defacement or damage by the District or

Contractor, Contractor shall have seventy-two (72) hours to remediate the placard in question to a condition considered "like new" by both parties.

14. Access

The Contractor shall have right of access to the District's parks during regular business hours for the purpose of Operations. This right of access shall include the right of Contractor employees to drive vehicles only on park roads within District's PVRPD parks for the purpose of Operations. The timing and extent of operations shall be coordinated with the Representative and shall be conducted in a manner so as not to substantially interfere with ordinary District operations and public use of the District's parks nor to damage the District's parks and facilities.

15. Non-Competition

During the course of this agreement, the District shall not enter into any other agreement for the servicing of District dispenser stations. No other non-District approved dog-related sponsorship programs shall be allowed in the parks and/or locations in which Dispenser Stations are located, and District may remove any such competitive publicity found within District property.

16. Ownership of Documentation

All maps, data, reports and other documentation (other than Contractor's drafts, notes and internal memoranda), including duplication of same prepared by Contractor in the performance of these services, shall become the property of the District and shall be retained by the Contractor for a period of four (4) years after termination of this agreement. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

17. Termination of Contract

Contractor specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Contractor's services with or without cause, and without penalty, at the completion of any phase of Contractor's services as set forth in Exhibit "B." Furthermore, District specifically acknowledges and agrees that the Contractor may at any time during the term of this Agreement terminate Contractor's services with or without cause, and without penalty. Any termination or any special instructions hereunder from District or Contractor shall be made in writing.

In the event this Agreement is terminated:

- a. 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.

- b. Within thirty (30) days of the termination of this agreement, Contractor shall remove at their sole expense, all advertising placards placed on District property. If all placards are not removed within thirty (30) days, District may remove any remaining advertising placards.
- c. District shall purchase from Contractor, the full inventory at the postmark date of notice of termination of all dispenser bags specific to the Dispenser Stations that are the subject of this agreement. District agrees to purchase each bag at a cost of \$0.03 (three cents) per bag, not to exceed a total purchase price of \$6,050 and not to include any bags ordered after the date of notice of termination. Contractor is to include receipts for dispenser bag purchases as corroboration for any bags claimed to be in inventory at the postmark date of the notice of termination.

18. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

c. Submission of insurance certificates or other proof of coverage shall not relieve Contractor from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Contractor shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

19. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Contractor to any person or entity other than an employee of the Contractor.

20. Examination of Records

Contractor agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Contractor's documents, papers and records, including accounting records, relating to or involving this Agreement.

21. 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: EMG HOLDINGS, LLC
Attn: Kyle Derstler
5021 Verdugo Way, Suite 105/185
Camarillo, CA 93012

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: Mary Otten, General Manager
1605 E. 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.

22. 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.

23. 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.

24. 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.

25. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

26. 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.

27. Additional Provisions

Contractor agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

28. 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.

29. 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 laws and regulations.

30. 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.

31. Corporate Authority.

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

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

Anthony Miller, Clerk of the Board

CONTRACTOR:
EMG Holdings, LLC., a California Limited
Liability Company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Contractor.
2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

END OF PAGE

EXHIBIT "B"

SCOPE OF WORK

The Contractor agrees to provide the services defined in this exhibit upon consultation with and authorization from the District's General Manager and Park Services Manager as follows:

- a. Purchasing for the filling of District bag dispenser stations, oxo-biodegradable bags.
- b. Filling/Servicing District bag dispenser stations once per week.
- c. Will include contact information (telephone number and/or email address) at each station for park patrons to contact with respect to the operations of the dispenser.
- d. Soliciting advertisements and coordinating their placement upon metal placards ("signs") affixed with each Dispenser Station. (Maximum one (1) placard per station.) Placards placed with the Dispenser Stations may be two-sided and shall be limited to a size not to exceed twelve inches (12") by eighteen inches (18") and may include:
 - 1) Company/individual name and tag line;
 - 2) full color logo;
 - 3) "Mobile Barcode" -
<http://youratt.com/nextdimension?GUID=FA1BF4C0-9DBA-4ACO-B8BB-09896BC83201>
 - 4) marketing slogan/description limited to no more than 50 words;
 - 5) points of contact; and
 - 6) graphic images.

The signs shall include the names and logos for the District and Poo Free Parks, and if two-sided may contain different messages on either side. The oxo-biodegradable bags in the dispenser may include all of the previously mentioned information plus a call to action, including but not limited to, a coupon or special offer from the sponsor of the particular Dispenser Station.

- e. Providing the District with a monthly report, with data broken down in one (1) week increments, of oxo-biodegradable bag usage for all District stations.

- f. Providing the District with equivalent Dispenser Stations for purchase in the event that stations are to be replaced.

DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Poo Free Parks Service Rates		
Qty	Item	Monthly Cost
1	Dispenser Station Service (Includes bags)	\$22.00

Poo Free Parks Material Costs		
Qty	Item	Cost
1	New Dispenser Station	\$250.00
1	PVRPD Dispenser Bag	\$0.03

These costs to be billed in specific instances only. To be invoiced separately from monthly expenses.

PVRPD - Poo Free Parks Example 2019		
Qty	Item	Monthly Cost
87	Dispenser Stations	\$1,914.00
Monthly Total		\$1,914.00

Contractor is to bill the District in arrears in monthly increments using the invoice shown in Exhibit "D." Invoices shall be considered due within thirty (30) days after District's receipt. Any material costs for the purchase of Dispenser Stations or dispenser bags in the event of agreement termination shall be invoiced separately from monthly service costs.

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.

EXHIBIT "D"

INVOICE

DRAFT



Pleasant Valley Recreation and Park District

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

BOARD OF DIRECTORS
ROBERT KELLEY
ELAINE MAGNER
NEAL DIXON
MIKE MISHLER
MARK MALLOY

GENERAL MANAGER
MARY OTTEN

Nomination for Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



Pleasant Valley Recreation and Park District

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

BOARD OF DIRECTORS
ROBERT KELLEY
ELAINE MAGNER
NEAL DIXON
MIKE MISHLER
MARK MALLOY

GENERAL MANAGER
MARY OTTEN

Nomination for Vice-Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for Vice-Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



Pleasant Valley Recreation and Park District

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

BOARD OF DIRECTORS
ROBERT KELLEY
ELAINE MAGNER
NEAL DIXON
MIKE MISHLER
MARK MALLOY

GENERAL MANAGER
MARY OTTEN

Nomination for Secretary: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for Secretary: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

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

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