

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
ADMINISTRATION OFFICE – CONFERENCE ROOM  
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**POLICY COMMITTEE  
AGENDA**

**Wednesday, August 8, 2023**

**1:00 P.M.**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENTS**
- 4. ORDINANCE 8 REVIEW**
- 5. GENERAL USE POLICY REVIEW**
- 6. COMMUNITY SERVICE ORGANIZATION AGREEMENT REVIEW**
- 7. ORAL DISCUSSION**
- 8. ADJOURNMENT**

**Note:** Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the day preceding the Committee meeting.

**Announcement:** Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

Review all Section references  
numbers!!!!

for changes to section



# **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:

## ARTICLE I 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 District property.
- 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. **“Amenities”** shall mean a desirable or useful feature(s) of a building, facility, structure, or park.
- g. **“Article”** shall mean an article of this Ordinance unless some other Ordinance, policy, or statute is stipulated.
- h. **“Basic Rate”** shall mean the rate for use of specific areas of District property as set forth in the most recent adopted Master Fee Schedule.

- i. **“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.
- j. **“Camp”** shall mean to pitch or occupy camp like items to include tents, huts, temporary shelters, trailers, motorhomes, campers, or vehicles otherwise used for shelter. To include the use of tarps, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment used to create temporary shelter and accommodation.
- k. **“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.
- l. **“Citee”** shall mean the person issued a civil penalty citation charging them as a responsible person for an Ordinance violation.
- m. **“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 Board, and the Organization resides within the District boundaries. These activities are not part of the “District” programs/classes.
- n. **“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.
- o. **“Contract Operator”** shall mean an approved entity that performs a service for the benefit of the public. These activities are not part of the “District” programs/classes.
- p. **“District”** shall mean the Pleasant Valley Recreation and Park District and/or all land managed by Pleasant Valley Recreation and Park District.
- q. **“District Activities”** refer to District directed, sponsored programs or approved activities.
- r. **“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.”
- s. **“Electric Bike”** shall be defined as follows:
  - Class 1: A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

Class 2: A bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

Class 3: A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and is equipped with a speedometer.

- t. **"Electric Scooter"** shall mean any motorized scooter with 2 wheels, handlebars, and a floorboard that can be stood on while riding.
- u. **"Facility"** shall mean any building, structure, park or facility under the ownership, management or control of the District and available for public use.
- v. **"Fund-raising"** means the activity of raising money: organized activity of soliciting and collecting money for a nonprofit, service group or political organization.
- w. **"General Manager"** means the District's chief administrative officer or designee(s).
- x. **"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.
- y. **"In-District Resident / In-District Resident Group / In-District Public/ In-District General Public"** shall mean any person, public or private groups, organizations, associations, non-profits, partnerships, firms, entities, or corporations who resides within the boundaries of the District.
- z. **"Issuance Date"** shall mean the date when a citation is served on the Citee.
- aa. **"Leash"** shall mean a strap, cord, chain or similar restraint on a dog of a length of six (6) feet or less.
- bb. **"Major Impact"** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility for others, (b) cause damage or nuisance to the neighbors and surrounding areas, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- cc. **"Model Craft"** shall mean any motor or engine driven model airplanes or rocketry, cars, boats, or other device.
- dd. **"Organized Group"** a regular 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.
- ee. **"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 multiple dates of use, 3) a rental application requesting more than one field.

- ff. **“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.
- gg. **“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.
- hh. **“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 point for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and characteristics of surrounding neighborhoods.
  - 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. May include: playgrounds, pavilions, restrooms, sports fields, recreational courts, amenities, and offer active and passive park 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.
- ii. **“Park Space”** community space consisting of land (such as parks) rather than buildings and use that is maintained for recreation enjoyment.
- jj. **“Park Patrol”/“Ranger”** shall mean any District employee or agent of the District with the authority and responsibility to enforce provisions of this Ordinance.
- kk. **“Permit”** shall mean an approved reservation for use of parks, amenities, or buildings as provided for and defined within District ordinances.
- ll. **“Responsible Person/Party”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- mm. **“Section”** shall mean a section of this Ordinance unless some other statute or policy is specifically identified.
- nn. **“Special Event”** means an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions. Special Event status is determined as a result of filling out the Special Event Application Checklist.

- oo. **“Sport Court”** means an outdoor hard surface court designed for athletic purposes, such as, but not limited to, tennis/pickleball, roller rink, basketball.
- pp. **“Structure”** means anything constructed or erected on the ground such as a building, facility, amenity, including , but not limited to, signs, flagpoles, walkways or any amenities or fixtures required to operate, maintain and/or enhance District property.
- qq. **“Trail”** shall mean any path of travel through open space meant for pedestrian or equestrian use.
- rr. **“Unmanned Aircraft Systems” or “UAS”** shall mean an aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of a UAS that is operated without the possibility of direct human intervention from within or on the aircraft, commonly known as a “drone.”
- ss. **“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 eighteen (18)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 nine (9) feet in width.
- tt. **“Vendor”** shall mean an entity providing or seeking to provide products, services, and/ or food/beverage items at a permitted program or event on District property.
- uu. **“Violation”** means a violation of the District’s ordinance(s), including this Ordinance.
- vv. **“Walkway”** shall mean any path, or access through District lands constructed or maintained for the use of pedestrians, handicapped patrons, or bicyclists unless otherwise marked.

### 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 or their designee. 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 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 may 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:

- 114 – 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
- 409 – Prohibition on use of Tobacco or Marijuana Related Products
- 410 – Alcohol in Recreation Buildings and Parks
- 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 designee(s). 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 at the address set forth on the Citation 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, or the District's authorized agent 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 or the District's authorized agent 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 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 or the District's authorized agent. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the violation alleged in the citation. The Citee may file a written declaration 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 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 District or Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with 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 the 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. The ordinance section(s) violated;
5. Brief description of the violation;
6. Amount of the penalty;
7. Procedure to pay the penalty;
8. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
9. Printed name and signature of the issuing Ranger;
10. Date the citation is served; and
11. A distinct citation number.

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

#### **SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION**

Administrative penalties for violations shall be as follows:

1. A fine of \$100 for the first offense in any 12 month period;
2. A fine of \$200 for any 2<sup>nd</sup> offense in any 12 month period;
3. A fine of \$500 for any third or subsequent offense in any 12 month period

Citations shall be paid, in the manner set forth on the citation 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- 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 an 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 forfeit the refundable cleaning deposit. 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.

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

## **SECTION 110- APPLICATION FOR USE**

The General Manager is authorized to grant or deny all applications for use of District facilities. The park, field, courts, park space or facility is granted a permit only when the completed application is approved by the District office and after all applicable fees are paid.

All applications for use shall comply with District policies and any additional requirements during the application process. All applications must comply with the insurance requirements as set forth by the District.

If approved, a use permit will be issued by the District.

## **SECTION 111- LIABILITY**

All use permit Applicants 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 their own risk without liability on the part of the District for any injury to persons or property resulting therefrom.

This requirement may be waived by the General Manager, at their sole discretion, upon receipt of a written request for a waiver.

## **SECTION 112- 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 their

agents, employees, or guests violates any section of the District's General Use Policy or any District Ordinance or other applicable law.

### **SECTION 113- 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 five business days of the District representative's decision. The General Manager may hold a hearing within ten business days of the filing of such appeal at which time the Applicant may present all evidence, testimony, and information relative to the application. The General Manager shall, within three business days 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 business days of the General Manager's decision.

### **SECTION 114- VIOLATION OF PERMIT**

Violation of any terms, conditions, rules, and regulations of a permit by the permittee or any agent, guest, or employee of permittee is prohibited. No group or organization owing any outstanding debts or obligations to the District will be permitted to use District facilities until such debts are paid. The General Manager reserves the right to 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. Users that do not comply with the rules and regulations set forth by the District may be required to return any District property and be restricted from any future use of the District's facilities.

### **SECTION 115- 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.

- a. It is unlawful for any person to place, paint, attach, or maintain any commercial sign, which includes billboards and banners, on any District property without District authorization.
- b. Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.
- c. If permission is granted, a signage/banner mockup must be submitted at least 30 days prior to final approval.

1. Signage/Banners must be no larger than 24 square feet if displayed for more than 3 days. When displayed for less than 3 days, signage/banners may be no larger than 36 square feet.
2. Signage/Banners may not be left up longer than 14 days, with a period of 30 days between display and no more than 4 times a year.

d. Exceptions to this section must be reviewed by the General Manager or designee(s).

If approved the District will enter into a Memorandum of Understanding with the requestor to include terms and conditions, revenue, placement, and how the sign will be affixed to District Property.

Refer to District Sponsorship and Naming Policy for sponsorship signage requirements.

### **SECTION 116 – 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 by a for profit or non-profit entity, and regardless of by whom the activity is conducted.

Anyone desiring to conduct business in any District park shall apply to the District for a permit to do so, on an application form provided by the District.

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 shall be reviewed by District staff and must be accompanied by a non-refundable fee or it will not be accepted.

- a. No permit shall be issued if the application does not meet requirements set 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 health and safety of the public. 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 and recognized holidays.
- c. No permit shall be issued for more than one year from the date of issue unless the permittee has a written approval from the General Manager or designee(s).
- 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 noticeably posted where the goods are sold.
  - b. The permittee or their employee(s) or agent(s) shall pick up and keep the location and surrounding area (at least 50 feet in each direction) of their use free from all litter and properly dispose by the end of the permitted rental time.
  - 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 booth stand, truck or cart shall ever be left unattended. All booths, stands, trucks, and/or carts shall be removed from their permitted locations each night between dusk and 7:00 am or at the conclusion of the permitted time. Overnight setups may be approved by General Manager or designee(s) with 30-days prior notice and an approved security services contract.
- PERMIT ISSUANCE (Check with General Use Policy)

The General Manager or designee(s) 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, , except under the following conditions:

- a. When a concession is operating under lease or contract authorized by the General Manager.
- b. When an organization's permit is open to the public they may solicit donations, hold auctions or raffles as long as they meet state guidelines.

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.

## PERMIT REVOCATION

The General Manager or designee(s), at their 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.

## SECTION 117 -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 process as described in Section 106 of this Ordinance.

- a. Without written permission of the General Manager or designee, vehicles shall be operated on District Lands only on designated roadways.
- b. Vehicles shall not be allowed on any grass areas unless the vehicle's owner receives prior written permission from the General Manager or their designee, or as included in any MOU or agreement with the District
- c. 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.
- d. Without written permission of the General Manager or designee vehicles shall not be parked on District property except within designated parking lot areas or within designated markings. Oversized vehicles are prohibited from parking on District property without prior written permission.
- 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, pedestrians, 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 may be towed at owners' expense, including all fees, towing, and storing charges, 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. No person may park, abandon or otherwise allow to remain on District parks or facilities, between the hours of 10 pm and 6 am, automobiles, trailers, campers, motor

homes, or recreational vehicles, unless District permission has been expressly granted .

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.
- g. No vehicle maintenance may be performed on District property except for minor emergency repairs needed to move a vehicle.
- h. Disabled Persons Parking Zones shall follow the below guidelines.
1. It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license plate or placard defined by the California State Vehicle Code to stop or park a vehicle in a parking zone identified by the International Symbol of Accessibility as reserved for persons with disabilities. The fine for this violation shall be as prescribed by the California Vehicle Code.
  2. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
  3. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of the International Symbol of Accessibility, or wheelchair printed within the stall or space as well as a sign with the same type of marking on it.
- i. Parking citations may be appealed as set forth in Section 106

### **SECTION 203- 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 204- 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 205- HUNTING**

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

#### **SECTION 206- 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 207- 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 208- 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 209- 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 210- MODEL CRAFT**

No person shall operate any motor or engine driven model airplanes or rocketry, cars, boats, 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 or their designee.

#### **SECTION 211- AIRCRAFT AND UNMANNED AIRCRAFT SYSTEMS**

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.

No person shall engage in the operation of any unmanned aircraft system for either recreational or commercial purposes on, over, or into District Lands.

#### **SECTION 212- OVERNIGHT CAMPING**

- a. No person shall make use of District Lands to overnight camp without General Manager or designee(s) approval except as otherwise provided.
- b. No person shall use any car, trailer, camper, recreational vehicle or mobile-home as a dwelling or as living quarters to overnight camp on any District Lands without General Manager or designee(s) approval except as otherwise provided.
- c. No person shall store unattended personal property, including camp paraphernalia, on any District Lands.
- d. Camping is only permitted at District special events with approval by the General Manager or designee(s).

#### **SECTION 213- 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 or designee.

#### **SECTION 214- 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 215- 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 216- HOURS OF USE**

All District lands within the District boundaries are available for use by the general public unless otherwise posted or in accordance with the 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, park space or open space other than between those hours. Hours of use may vary due to seasonal daylight, maintenance, construction, watering, and/or other variables.

#### **SECTION 217- 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 their duties or unless specifically authorized by the General Manager or designee.

- 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 218- ARCHAEOLOGICAL FEATURES**

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

#### **SECTION 219- GEOLOGICAL FEATURES**

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

#### **SECTION 220- 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 or licensed may be impounded by Animal Control or Park Rangers 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 or their designee.
- 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 their 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 or their designee.
- h. Specific provisions of this section may be modified in specific instances with written permission of the General Manager or designee.

#### **SECTION 221- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DRUGS**

No person may be on District property while under the influence of intoxicating liquors or drugs as defined under California Vehicle Code, Sections 312 and 23152, as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

#### **SECTION 222- 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 511. 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 without permission of the General Manager or designee. 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 113 regarding appeals 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 223- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS**

No person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.

### **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 BARBECUES IN DISTRICT PARKS**

Open fires and use of barbecues on District Lands are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or brazier/stove use. Wood or propane fires are not permissible. Personal barbecues are not authorized; only use of District provided barbecues are allowed. 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 fire officials, 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 or their designee.

No person will be permitted to dispose of, scatter, or bury any human or animal remains on District property.

### **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/FACILITY CLOSURE**

The General Manager or their designee 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 or their designee 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 229- USE OF DISTRICT EQUIPMENT BY NON-DISTRICT GROUPS**

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

#### **SECTION 230- 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 designee specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

#### **SECTION 231- 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, or portable restroom.

#### **SECTION 232- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS**

With respect to the Skate Park facility owned and operated by the District for skateboarding or “other wheeled recreational devices” which means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs:

- a. Riding of the skateboard or other wheeled recreational device for stunt, trick, or luge riding constitutes a “hazardous recreational activity,” as defined by Section 831.7 of the Government Code.
- b. No user shall use the District skate park facility without wearing a helmet, elbow pads, and knee pads. Any user not wearing a helmet, elbow pads, and knee pads are subject to a citation.
- c. Skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.
- d. No smoking or vaping is permitted on District property.
- e. No alcohol is allowed within 50 feet of any District skate park, BMX, or inline facility.
- f. No glass beverage containers or food are allowed within the skating facility.
- g. Users of the Skate Park Facility must be 12 years of age or older.

Users of skateboards or other wheeled recreational devices shall at all times yield to pedestrians. No person shall skateboard or use other wheeled recreational device in any area where signs are posted, or known to have been posted, prohibiting such activity.

### **SECTION 233 BICYCLES**

Bicycles shall be allowed on District lands with the following restrictions:

- h. Bike riders must travel at a reasonably safe speed and may not exceed 5 mph in speed at any time or location. Bicycles including electric bicycles and other motorized transportation devices must stay on designated bike paths and roadways.
- i. Electric, battery operated bicycles with no pedal assist feature are prohibited.
- j. 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.
- k. Bicyclists must yield when meeting pedestrians or animals. “Yield” means to slow down, establish communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- l. 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.

- m. All state and local regulations regarding helmets and other protective gear for minors or adults must be followed.

Bicycles are not permitted on any sports courts (i.e. basketball, tennis, pickleball courts) or sports park areas (i.e. PV Fields, Freedom Park, Mission Oaks, Bob Kildee.)

### **SECTION 234 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:

- n. Dog Park hours of operation may be found in the District's General Use Policy.
- o. Dog Parks may be closed periodically during the year for special events, weather conditions, and maintenance as needed.
  - 1. The Turf line at 805-947-5125 is available to check Dog Park Conditions. Conditions will be updated at 1 pm on Weekdays and 7 am on Weekends.
- p. Enter at your own risk. Adults and children assume all risks associated with Dog Parks and designated off-leash areas. No children under 16 are allowed without adult supervision. Children must be within arm's reach of a supervising adult.
- q. Each dog must display a current license and be properly inoculated, healthy (no contagious conditions), and parasite-free. No dogs under five months, sick, in heat, potentially aggressive, as defined by California Food and Agriculture Code Section 31602, vicious, as defined by Food and Agriculture Code Section 31603, or which have previously bitten any person or other dog are permitted in Dog Parks or designated off-leash areas
- r. Dogs are to be kept on a leash with a leash length not exceeding 6 feet when outside the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- s. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- t. All dog owners must carry a leash, but no dogs shall be leashed once inside enclosed Dog Park areas.
- u. No spiked collars or the like that have the potential of injuring another dog or person are permitted.

- v. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times and a leash readily available if needed. Failure to closely supervise dogs may result in the dog/owner being suspended for an appropriate period of time, as determined in the General Manager's sole discretion. Dogs left unattended at the Dog Park will be impounded with Animal Control.
- w. Owners must clean up after their pets. Potential Dog Park closures due to unsanitary conditions may occur for the health and safety of all.
- x. Aggressive dogs must be removed from the Dog Park area immediately . You are responsible for your actions and those of your dog. Aggressive dogs may be suspended 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. The District may also in its discretion designate a dog as Aggressive in certain situations. Violation of these provisions is an infraction.
- y. Paid dog walkers are not allowed in any dog park without all necessary permits and licensing from the District and other government agencies
- z. No air horns, bullhorns, or amplified sounds are allowed, unless approved by the General Manager or designee
- aa. No human and/or dog food is allowed in the dog park.
- bb. Four dogs per person is the maximum allowed inside the Dog Park, provided the owner is able to closely supervise all four 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.
- cc. No grooming of dogs at any park locations..
- dd. When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- ee. The District reserves the right to designate certain parks with signage, as "off-leash" parks, allowing for dogs to run free without a leash.
- ff. 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.
- gg. 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.

- hh. Users are legally responsible for their dogs and any injuries and/or damage caused by their dog(s).

**SECTION 235- 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 236- SPORTS COURTS**

No person shall engage in any activity on sports courts owned or operated by the District other than the playing of its designated sport(s) and activities.

**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 emergency vehicles 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 from dawn to dusk to the general public or as otherwise posted or in accordance with District's General Use Policy.

**SECTION 304- APPLICATION FOR USE**

Applications to reserve areas of open space 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. Charcoal 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. No person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.

**SECTION 306- OFF TRAILS**

Unauthorized travel off designated trails is prohibited.

**SECTION 307- CLOSURE/TRESPASS**

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

**SECTION 308- VEHICLES**

No vehicle may be operated or parked on any open space lands except where specifically permitted unless authorized by the General Manager or their designee for such use. District vehicles are permitted and authorized if conducting District business.

**SECTION 309- 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 106 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 or designee 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**

District property usage may be granted for a maximum period of twelve months, with the exception of Sports Parks (i.e PV Fields, Freedom Park, Bob Kildee, Mission Oaks.) Requests for facility usage exceeding twelve months requires the General Manager or designee 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**

District facilities are available for individual and group use during normally scheduled hours of operations pursuant to the District's General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10:00 PM with a permit. Exceptions are subject to General Manager or designee for approval.

### **SECTION 405- RENTAL PERIODS**

Minimum facility rental periods depend on the 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 minimum rental period will be based on an hourly rate. Exceptions are subject to General Manager or designee 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, including staffing costs. 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 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. 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 person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.

#### **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.

The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager or designee.

#### **SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS**

Certain athletic fields may be reserved for use by 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 AM, or as determined by the General Manager or designee, 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 unless authorized by Board of Directors, General Manager, or designee.

- b. Organized instruction is permitted only for classes/instruction/clinics approved by the District, per Section 118.

**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.

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

**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 the General Manager or designee, 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.

**SECTION 414 – PERMITTED VENDORS**

The District will work with different types of vendors to include:

- a. Food Vendors to include Mobile Food Facilities (MFF) and Temporary Food Facilities (TFF)
  - a. MFF Vendors are only permitted at Bob Kildee, Camarillo Grove Park, Community Center Park, Freedom Park, Mission Oaks Park, and Pleasant Valley Fields.
  - b. MFF & TFF applications must be submitted with Ventura County Health Department prior to event. Please contact Ventura County Health Department for application requirements.
- b. Craft/Merchandise Vendors
- c. Informational/ Service Vendors
- d. Inflatable Vendors see the District’s General Use Policy.

All vendors must meet County of Ventura, City of Camarillo, and District Requirements to include insurance and permits.

**SECTION 415 – NON-PERMITTED VENDORS**

The District has the right to deny any vendor under the following:

- a. Sale of tobacco, drugs, marijuana and associated products.
- b. Sale or solicitation of explicit adult content.
- c. Vendor must not unlawfully discriminate against any sex, gender, gender identity or expression, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, military/veteran status, marital status, medical condition, sexual orientation, or any other characteristic protected by federal, state, or local law (“protected status”).
- d. Vendor doesn’t meet County of Ventura, City of Camarillo, and District Requirements to include insurance and permits.
- e. Any vendors that do not meet the District’s Insurance Policy Standards.

**ARTICLE V**  
**FEES AND DEPOSITS**

**SECTION 501- PURPOSE**

Fees and charges may be levied to offset District expenses incurred in providing services. The District prepared a cost of service analysis and study that identifies current cost recovery levels for the various types of recreation programs and established a general cost recovery policy.

**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 or as needed.

**SECTION 503- BASIC RATE**

Building

During normal hours of operation of facilities as defined in the General Use Policy, rates will include the use of rooms, chairs, tables, setup, and cleanup. The following services are also available for an additional fee: security, District staffing, 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.
- b. Basic turf management.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Sport field or Complex 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, goals, etc.

- e. Dedicated District staff for extra services, such as periodic maintenance of restrooms, trash collection, etc.
- f. Cleaning of the area, excluding trash cans, following the event.
- g. Additional items and services can be provided at a set fee per the District's Fee Schedule

**Picnic Areas**

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

**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 and/or current Fee Schedule.

**Class 2 - Half of Basic Rate (50%)**

- a. Resident Organization  
Local school districts, government agencies, and non-profit organizations.

**Class 3 - Full Basic Rate (100%)**

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions
- c. Resident Organizations that host fundraising events.

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

- a. Out of District/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 as on the District's Fee Schedule:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. An additional fee is required when alcohol will be served or sold at a function.
- c. Additional administrative fees may be charged on all applicant-initiated changes, including cancellations, if change is made less than 10 days prior to rental
- d. 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.
- e. When a facility is not normally open and District staff is required to be on duty, additional fees accrue. The minimum hourly coverage for District staff is two hours.
- f. When District staff is needed for facility control, additional fees accrue.
- g. When ball field lights or other special equipment is required, additional fees accrue.
- h. When facility damage and/or liability insurance fees are required, additional fees accrue.
- i. Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and/or portable toilets to accommodate groups of people that exceed a facility's maximum occupancy.
- j. 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 REFUNDS**

The application fee is non-refundable. Cancellations must be made through the District office. **\*\*See General Use Policy When completed\*\*** 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 District permit is required when alcoholic beverages are consumed on District property.

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 may perform setup and breakdown for basic indoor use 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 being used, the user shall obtain prior approval from the District. Decorations must not be installed prior to the start of the reservation and must be removed at the conclusion of the reservation. No use of duct tape, tacks, nails, or glue is allowed on any walls, columns, counters, or floor surfaces. Use of blue painter's tape is permitted, requires full removal at the end of the event. Use of lighted candles or any open or enclosed flame is prohibited. No confetti, colored powders, glitter, or rice are allowed without prior approval.

### **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 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 one half hour before the scheduled event starts and remain on duty for one half 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 District policy and procedures, and all other applicable local requirements.

### **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 at least 30 days prior to the event. If the reservation is made 30 days or less prior to the event, proof of insurance is due at time of application.. 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 may establish parking fees. The General Manager or designee 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.

\_\_\_\_\_  
Elaine Magner, Chairman

Board of Directors

ATTEST:

\_\_\_\_\_  
Bev Dransfedlt, Secretary

Board of Directors

Review all Section references  
numbers!!!!

for changes to section



# **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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**ARTICLE IV**

**REGULATIONS GOVERNING THE USE OF RECREATION BUILDINGS,  
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**GENERAL**

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

**ARTICLE I**  
**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 District property.
- 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. **“Amenities”** shall mean a desirable or useful feature(s) of a building, facility, structure, or park.
- g. **“Article”** shall mean an article of this Ordinance unless some other Ordinance, policy, or statute is stipulated.
- h. **“Basic Rate”** shall mean the rate for use of specific areas of District property as set forth in the most recent adopted Master Fee Schedule upon Section (xxx).

Commented [A1]: Model Airplanes/Drones

i. **“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.

Commented [A2]: Do we need a definition of business. "Business" is mentioned 20 times in the Ordinance

Commented [A3R2]: I don't think its necessary

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j. **“Camp”** shall mean to pitch or occupy camp like items to include tents, huts, temporary shelters, trailers, motorhomes, campers, or vehicles otherwise used for shelter. To include the use of tarps, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment used to create temporary shelter and accommodation.

Commented [A4]: Homeless Regulations Laws

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Commented [A5]: Why are some of these definitions bold or bold in part?

Commented [A6R5]: Not sure - updated.

Commented [A7]: COC Municipal Code Title 9 IV Ch 10.42.020 and so forth

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k. **“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.

l. **“Citee”** shall mean the person ~~served with~~ issued a civil penalty citation charging them as a responsible person for an Ordinance violation.

Commented [A8]: \*LEGAL

m. **“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 Board, and the Organization resides within the District boundaries. These activities are not part of the “District” programs/classes.

n. **“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.

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o. **“Contract Operator”** shall mean an approved entity that performs a service for the benefit of the public. These activities are not part of the “District” programs/classes.

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p. **“District”** shall mean the Pleasant Valley Recreation and Park District and/or all land managed by Pleasant Valley Recreation and Park District.

q. **“District Activities”** refer to District directed, sponsored programs or approved activities.

r. **“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.”

s. **“Electric Bike”** shall be defined as follows:

Class 1: A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

Class 2: A bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

Class 3: A bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and is equipped with a speedometer.

- t. **"Electric Scooter"** shall mean any motorized scooter with 2 wheels, handlebars, and a floorboard that can be stood on while riding.
- u. **"Facility"** shall mean any building, structure, park or facility under the ownership, management or control of the District and available for public use.
- v. **"Fund-raising"** means the activity of raising money: organized activity of soliciting and collecting money for a nonprofit, service group or political organization.
- w. **"General Manager"** means the District's chief administrative officer or designee(s).
- x. **"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.
- y. **"In-District Resident / In-District Resident Group / In-District Public/ In-District General Public"** shall mean any person, public or private groups, organizations, associations, non-profits, partnerships, firms, entities, or corporations who resides within the boundaries of the District.
- z. **"Issuance Date"** shall mean the date when a citation is served on the Citee.
- aa. **"Leash"** shall mean a strap, cord, chain or similar restraint -on a dog of a length of six (6) feet or less.
- bb. **"Major Impact"** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility for others, (b) cause damage or nuisance to the neighbors and surrounding areas, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- cc. **"Model Craft"** shall mean any motor or engine driven model airplanes or rocketry, cars, boats, or other device.
- dd. **"Organized Group"** a regular 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.
- ee. **"Organized Use / Organized Sports"** meeting any one of the following conditions:
  - 1) league games, practices, tournaments, clinics, instruction, special events; or other

Commented [A9]: Electric Scooter

Commented [A10]: Definition taken from CA DMV

Commented [A11]: Do we want to look into a third party deciding some of these citations or keep it status quo

Commented [A12R11]: \*LEGAL

Commented [A13R11]: This definition is broad enough to be in-house or 3<sup>rd</sup> party.

Commented [A14]: Expand on terminology to include regular meeting

uses where a fee is charged for participation, 2) a rental application requesting multiple dates of use, 3) a rental application requesting more than one field.

- ff. **“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.
- gg. **“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.
- hh. **“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 point for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and characteristics of surrounding neighborhoods.
  - 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. May include: playgrounds, pavilions, restrooms, sports fields, recreational courts, amenities, and offer active and passive park 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.
- ii. **“Park Space”** community space consisting of land (such as parks) rather than buildings and use that is maintained for recreation enjoyment.
- jj. **“Park Patrol”/“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 (xxx).~~
- kk. **“Permit”** shall mean an approved reservation for use of parks, amenities, or buildings as provided for and defined within District ordinances.
- ll. **“Responsible Person/Party”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- mm. **“Section”** shall mean a section of this Ordinance unless some other statute or policy is specifically identified.
- nn. **“Special Event”** means an organized congregation of people with the intention to participate in shared activities contingent upon size, type, and context restrictions.

Special Event status is determined as a result of filling out the Special Event Application Checklist.

- oo. **“Sport Court”** means an outdoor hard surface court designed for athletic purposes, such as, but not limited to, tennis/pickleball, roller rink, basketball.
- pp. **“Structure”** means anything constructed or erected on the ground such as a building, facility, amenity, including , but not limited to, signs, flagpoles, walkways or any amenities or fixtures required to operate, maintain and/or enhance District property.
- qq. **“Trail”** shall mean any path of travel through open space meant for pedestrian or equestrian use.
- rr. **“Unmanned Aircraft Systems” or “UAS”** shall mean an aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of a UAS that is operated without the possibility of direct human intervention from within or on the aircraft, commonly known as a “drone.”
- ss. **“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 eighteen (18)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 nine (9) feet in width.
- tt. **“Vendor”** shall mean an entity providing or seeking to provide products, services, and/ or food/beverage items at a permitted program or event on District property.
- uu. **“Violation”** means a violation of the District’s ordinance(s), including this Ordinance.
- vv. **“Walkway”** shall mean any path, or access through District lands constructed or maintained for the use of pedestrians, handicapped patrons, or bicyclists unless otherwise marked.

Commented [A15]: Definition from FAA

Commented [A16]: Do we need to define of RV-Recreational Vehicle

Commented [A17]: A minimum parking stall measures 18' x 9' shall we reduce this some?

### SECTION 103- **AUTHORITY AND ENFORCEMENT**

Commented [A18]: \*LEGAL

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 or their designee. 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 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~~may 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:

- 1146 – 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
- 409 – Prohibition on use of Tobacco or Marijuana Related Products

Commented [A19]: \*LEGAL

Commented [A20]: \*LEGAL

Commented [A21]: Missing detailed levels of enforcement that are approved under the Ranger Manual. It goes from first violation to fourth with nothing in between.

Commented [A22R21]: If you provide me a copy of the Ranger Manual, I can compare.

Commented [A23]: Why are Sections 409 (Tobacco/Marijuana) and 410 (Alcohol use in Rec Buildings) not listed/included?

Commented [A24R23]: Confirm with Attorney

Commented [A25R23]: I do not know why they were not included originally but they may certainly be added in now.

**410 – Alcohol in Recreation Buildings and Parks**

**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 designee(s). 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 at the address set forth on the Citation ~~District’s designated third party~~

**Commented [A26]:** Confirm renumbering on clean version.

**Commented [A27]:** Can we say this?

**Commented [A28R27]:** Attorney

**Commented [A29R27]:** Yes, this is the standard for misdemeanors set forth in Penal Code Section 19.

**Commented [A30]:** \*LEGAL

**Commented [A31]:** The entire cluster of sections RE: Citations and the related citations, penalties and hearings feels disjointed. There's not a clear delineation of the process/difference/options between the preliminary review and administrative hearing and the respective steps to take for each one.

**Commented [A32R31]:** Attorney

**Commented [A33]:** Left this section alone due to needing updates with citation

**Commented [A34R33]:** PENDING

~~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, or the District's authorized agent 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 or the District's authorized agent 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 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 or the District's authorized agent. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the violation alleged in the citation. The Citee may file a written declaration 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 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

Commented [A35]: Who is this?

Commented [A36R35]: Typically it's the company that manages your citation program. For many jurisdictions that's a company called DataTicket. My proposed revision gives you flexibility and you just need to update your citation forms if you ever change.

person. The District or Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with 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 the 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;~~
- ~~5-4.~~ The ordinance section(s) violated;
- ~~6-5.~~ Brief description of the violation;
- ~~7-6.~~ Amount of the penalty;
- ~~8-7.~~ Procedure to pay the penalty;
- ~~9-8.~~ Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
- ~~10-9.~~ Printed name and signature of the issuing Ranger;
- ~~11-10.~~ Date the citation is served; and
- ~~12-11.~~ A distinct citation number.

A Ranger may personally deliver the citation to the Citee, place the citation on the Citee’s vehicle, or 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.~~

Administrative penalties for violations shall be as follows:

1. A fine of \$100 for the first offense in any 12 month period;
2. A fine of \$200 for any 2<sup>nd</sup> offense in any 12 month period;
3. A fine of \$500 for any third or subsequent offense in any 12 month period

Citations shall be paid, in the manner set forth on the citation within 35 days of the due date. Citations not paid in accordance with the provision of this Ordinance are civil obligations of

**Commented [A37]:** Did not review as needs to be updated with citation.

**Commented [A38R37]:** PENDING

**Commented [A39]:** \*LEGAL

**Commented [A40]:** Does this even matter or relevant? Are citations ever handed out in or by recreational programs?

**Commented [A41R40]:** I have no objection if its removed since only a Ranger has the ability to issue these according to the lead paragraph.

**Commented [A42]:** Curious what documentation is given out and how it syncs with language in No. 8 and the Ranger Manual.

**Commented [A43R42]:** PENDING

**Commented [A44]:** Same comment as #8

**Commented [A45R44]:** PENDING

**Commented [A46]:** \*LEGAL

**Commented [A47]:** Where is this posted?

**Commented [A48R47]:** I do not know if the District has adopted posted this. A search of the website did not give me any results. Most jurisdictions list the penalties right her ein the Ordinance. I have provided that in this redline as an example based on state law maximum fines..

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- 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 an 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 forfeit the refundable cleaning deposit. 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.

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

### SECTION 110- APPLICATION FOR USE

The General Manager is authorized to grant or deny all applications for use of District facilities. The park, field, courts, park space or facility is granted a permit only when the completed application is approved by the District office and after all applicable fees are paid.

All applications for use shall comply with District policies and any additional requirements during the application process. All applications must comply with the insurance requirements as set forth by the District.

If approved, a use permit will be issued by the District.

### SECTION 111- LIABILITY

All use permit Applicants 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 their own risk without liability on the part of the District for any injury to persons or property resulting therefrom.

This requirement may be waived by the General Manager, at their sole discretion, upon receipt of a written request for a waiver.

**Commented [A49]:** The flow of the Application for and of Use sections feels out of sorts.

A different suggested order to consider:

- 113-Use of District Lands
- 115-District Right to Alter Use
- 109-Application for Use
- 114-Permit
- 110-Use Permit Right of Appeal
- 111-Interference
- 116-Violation of Permit

**Commented [A50R49]:** 113, 109, 112, 115, 110, 116

### SECTION 112- 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 their agents, employees, or guests violates any section of the District's General Use Policy or any District Ordinance or other applicable law.

### SECTION 113- 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 five business days of the District representative's decision. The General Manager may hold a hearing within ten business days of the filing of such appeal at which time the Applicant may present all evidence, testimony, and information relative to the application. The General Manager shall, within three business days 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 business days of the General Manager's decision.]

**Commented [A51]:** I notice that Admin cites are not appealable to the Board but permit use decisions are. This is fine but I want to make sure you considered the implications of having the Board have to hear these. There is no legal requirement that they do so.

### SECTION 114- VIOLATION OF PERMIT

Violation of any terms, conditions, rules, and regulations of a permit by the permittee or any agent, guest, or employee of permittee is prohibited. No group or organization owing any outstanding debts or obligations to the District will be permitted to use District facilities until such debts are paid. 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 (xxx).~~ Users that do not comply with the rules and regulations set forth by the District may be required to return any District property and be restricted from any future use of the District's facilities.

**Commented [A52]:** What does this mean? How does the GM "enforce"? Admin cites are limited to Rangers only.

### SECTION 115- 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.

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

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

c. If permission is granted, a signage/banner mockup must be submitted at least 30 days prior to final approval.

1. Signage/Banners must be no larger than 24 square feet if displayed for more than 3 days. When displayed for less than 3 days, signage/banners may be no larger than 36 square feet.
2. Signage/Banners may not be left up longer than 14 days, with a period of 30 days between display and no more than 4 times a year.

d. Exceptions to this section must be reviewed by the General Manager or designee(s).

If approved the District will enter into a Memorandum of Understanding with the requestor to include terms and conditions, revenue, placement, and how the sign will be affixed to District Property.

Refer to District Sponsorship and Naming Policy for sponsorship signage requirements.

#### SECTION 116 – 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 by a for profit or non-profit entity, and regardless of by whom the activity is conducted.

Anyone desiring to conduct business in any District park shall apply to the District for a permit to do so, on an application form provided by the District.

a

~~a. 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 of Camarillo 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;~~

Commented [A53]: Do we want to give a timeline of 30 days before requested posting date?

Commented [A54]: Business in Unincorporated areas

- ~~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. 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, must be provided to the District. The insurance policy shall name the District as an additional insured and shall declare that the policy cannot be canceled except after ten days' written notice to the District. Proof of Worker's Compensation meeting the requirements of state law must be provided as well if applicable; and~~
- ~~8. Proof of application for all permits required by other public agencies such as Ventura County Environmental 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 ~~(Move to General Use Policy)~~

Each application made under this section shall be reviewed by District staff and must be accompanied by a non-refundable fee or it will not be accepted.

- a. No permit shall be issued if the application does not meet requirements set 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 health and safety of the public. 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 and recognized holidays.
- c. No permit shall be issued for more than one year from the date of issue unless the permittee has a written approval from the General Manager or designee(s).
- 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 noticeably posted where the goods are sold.

**Commented [A55]:** It is being recommended by Recreation to remove this section entirely due to requirements ever-changing and with updates for other policies will change. Recommendation for section C "Must complete a permit application and fulfill all requirements for requested use as direct by District Staff"

**Commented [A56R55]:** Katlyn will fix this later

**Commented [A57]:** Confirma?

b. The permittee or their employee(s) or agent(s) shall pick up and keep the location and surrounding area (at least 50 feet in each direction) of their use free from all litter and properly dispose by the end of the permitted rental time.

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 booth stand, truck or cart shall ever be left unattended. All booths, stands, tucks, and/or carts shall be removed from ~~their~~their permitted locations each night between dusk and 7:00 am or at the conclusion of the permitted time. Overnight setups may be approved by General Manager or designee(s) with 30-days prior notice and an approved security services contract. PERMIT ISSUANCE (Check with General Use Policy)

Commented [A58]: Need a better definition. Location or park property/district lands?

Commented [A59]: Unless approved for outside hours identified and approved on the permit?

The General Manager or designee(s) 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 advertising matter~~, except under the following conditions:

- a. When a concession is operating under lease or contract authorized by the General Manager.
- b. When an organization's permit is open to the public they may solicit donations, hold auctions or raffles as long as they meet state guidelines.

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.

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#### PERMIT REVOCATION

The General Manager or designee(s), at their 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.

### SECTION 117 - EQUESTRIAN ACCESS

Commented [A60]: Remove by Ordinance 11

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 County 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 process as described in Section 106 of this Ordinance.

- a. Without written permission of the General Manager or designee, vehicles shall be operated on District Lands only on designated roadways.
- b. Vehicles shall not be allowed on any grass areas unless the vehicle's owner receives prior written permission from the General Manager or their designee, or as included in any MOU or agreement with the District
- c. 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.
- d. Without written permission of the General Manager or designee vehicles shall not be parked on District property except within designated parking lot areas or within designated markings. Oversized vehicles are prohibited from parking on District property without prior written permission.
- 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, pedestrians, 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 may be towed at owners' expense, including all fees, towing, and storing charges, 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. No person may park, abandon or otherwise allow to remain on District parks or facilities, between the hours of 10 pm and 6 am, automobiles, trailers, campers, motor

Commented [A61]: \*LEGAL

Commented [A62]: Missing/if allowed or possible to discuss; we need to address the issue of oversize/RV vehicles day camping in parks. I know rangers have brought it up before

Commented [A63]: Privately owned vehicles. Do we need to state that carts owned by organizations must receive permission by General Manager?

Commented [A64R63]: "Vehicle" is a defined term and does not include human powered vehicles. if you want to capture more, we should expand on the definition of vehicle from the limited one taken from the vehicle code.

Commented [A65]: Moved to up to b

homes, or recreational vehicles, unless District permission has been expressly granted.

Commented [A66]: Isn't this covered if expressly granted? As written it's vague what is "required".

- 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.

g. No vehicle maintenance may be performed on District property except for minor emergency repairs needed to move a vehicle.

h. Disabled Persons Parking Zones shall follow the below guidelines.

Commented [A67]: Heading for next section jk

Commented [A68]: Removed by Ord 11.

- 1. It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license plate or placard defined by the California State Vehicle Code to stop or park a vehicle in a parking zone identified by the International Symbol of Accessibility as reserved for persons with disabilities. The fine for this violation shall be as prescribed by the California Vehicle Code.
- 2. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
- 3. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of the International Symbol of Accessibility, or wheelchair printed within the stall or space as well as a sign with the same type of marking on it.

Commented [A69]: A disabled person's ID must match the placard.

Commented [A70]: Is ADA compliant? Jk

i.

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~~1. Right of appeal:~~

Parking citations may be appealed as set forth in Section 106

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**SECTION 203- 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 204- 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 205- HUNTING**

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

**SECTION 206- 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 207- 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 208- 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 209- 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 210- MODEL CRAFT**

No person shall operate any motor or engine driven model airplanes or rocketry, cars, boats, 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 or their designee.

**SECTION 211- AIRCRAFT AND UNMANNED AIRCRAFT SYSTEMS**

**Commented [A71]:** Designated Space for drones? jk

**Commented [A72R71]:** After consideration, if it will be prohibited it would fit well in section 211 regarding aircraft?

**Commented [A73]:** Added onto Aircraft to further restrictions on flight regardless whether manned or unmanned

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.

No person shall engage in the operation of any unmanned aircraft system for either recreational or commercial purposes on, over, or into District Lands.

#### **SECTION 212- OVERNIGHT ~~CAMPING~~**

- a. No person shall make use of District Lands to overnight camp without General Manager or designee(s) approval except as otherwise provided.
- b. No person shall use any car, trailer, camper, recreational vehicle or mobile-home as a dwelling or as living quarters to overnight camp on any District Lands without General Manager or designee(s) approval except as otherwise provided.
- c. No person shall store unattended personal property, including camp paraphernalia, on any District Lands.
- d. Camping is only permitted at District special events with approval by the General Manager or designee(s).

#### **SECTION 213- 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 or designee.

#### **SECTION 214- 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 21~~56~~- 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),

Commented [A74]: Look into Homeless regulations. jk

Commented [A75R74]: Do we want to mention citations/removal of property

Commented [A76R74]: \*LEGAL

Commented [A77R74]: Its already a violation subject to citation like any other violation of the code. I don't think it needs more. Removal of property is trickier and we should not be doing unless we are filing misdemeanor charges and holding as evidence. Forfeiture would require some additional regulations and protections.

Commented [A78]: Added to def in section 102

or pollute the water of any park restroom, fountain, stream, except at a place especially designated and provided for such purpose.

~~SECTION 217-~~      SECTION 216- HOURS OF USE

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All District lands within the District boundaries are available for use by the general public unless otherwise posted or in accordance with the 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, park space or open space other than between those hours. Hours of use may vary due to seasonal daylight, maintenance, construction, watering, and/or other variables.

~~SECTION 218-~~SECTION 217- FLORA AND TURF

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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 their duties or unless specifically authorized by the General Manager or designee.

- 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-~~SECTION 218- ARCHAEOLOGICAL FEATURES

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

~~SECTION 220-~~SECTION 219- GEOLOGICAL FEATURES

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

~~SECTION 221-~~SECTION 220- 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 or licensed may be impounded by Animal Control or Park Rangers 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 or their designee.
- 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 their 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 or their designee.
- h. Specific provisions of this section may be modified in specific instances with written permission of the General Manager or designee.

- Commented [A79]: Phil wants switched to 3
- Commented [A80R79]: This will follow the cities ordinance, 235 #0 has 3 dogs in dog park
- Commented [A81R79]: Need to confirm City Ordinance prior to change. jk
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**SECTION 222-SECTION 221- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DRUGS**

No person may be on District property while under the influence of intoxicating liquors or drugs as defined under California Vehicle Code, Sections 312 and 23152, as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

Commented [A82]: The vehicle code doesn't define what a 'drug' consists of or refers to. (a) It is unlawful for a person who is under the influence of any alcoholic beverage to drive a vehicle. (b) It is unlawful for a person who has 0.08 percent or more, by weight, of alcohol in his or her blood to drive a vehicle. Should we further clarify this or simply rely on the state code albeit ambiguous?

**SECTION 223-SECTION 222- 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 511. 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 without permission of the General Manager or designee. 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.

Commented [A83R82]: CVC 312: The term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a person as to impair, to an appreciable degree, his ability to drive a vehicle in the manner that an ordinarily prudent and cautious man, in full possession of his faculties, using reasonable care, would drive a similar vehicle under like conditions.

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 113 regarding appeals 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 223- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS**

**SECTION 224-** No person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.

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~~**SECTION 225-SECTION 224-**~~ ~~No person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.~~ **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 226-SECTION 225- FIRES AND BARBECUES IN DISTRICT PARKS**

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

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

**SECTION 227-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 or their designee.

**Commented [A84]:** What is the repercussion or fine(s) for being caught? Reference back to sections 104/105?

**Commented [A85R84]:** The same as all other violations. You don't need a specific reference for each section.

No person will be permitted to dispose of, scatter, or bury any human or animal remains on District property.

**Commented [A86]:** \*LEGAL  
This section initially makes sense for this addition but is there a better place? Are there any wording suggestions?

**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/FACILITY CLOSURE**

The General Manager or their designee 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.

Commented [A87]: Do we need to add that dog parks may be closed with Board approval?

Commented [A88]: facility maintenance?

**SECTION 229- ENTRY TO ACTIVITIES**

The General Manager or their designee 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.

Commented [A89]: Redundant to Section 117

**SECTION 229- USE OF DISTRICT EQUIPMENT BY NON-DISTRICT GROUPS**

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

**SECTION 230- 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 designee specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

**SECTION 231- 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, or portable restroom.

~~SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS~~

~~With respect to the Skate Park facility owned and operated by the District for skateboarding or “other wheeled recreational devices” which means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs.~~

Commented [A90]: We probably need to make a statement regarding skateboard, roller skate, roller blade, non-motorized scooter, one wheelers and where they can ride unless it's only at the skate park.

Commented [A91R90]: Further discussion. jk

- ~~a. Riding of the skateboard or other wheeled recreational device for stunt, trick, or luge riding constitutes a “hazardous recreational activity,” as defined by Section 831.7 of the Government Code.~~
- ~~b. No user shall use the District skate park facility without wearing a helmet, elbow pads, and knee pads. Any user not wearing a helmet, elbow pads, and knee pads are subject to a citation.~~
- ~~c. Skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.~~
- ~~d. No smoking or vaping is permitted on District property.~~
- ~~e. No alcohol is allowed within 50 feet of any facility provided for skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices of any District skate park, BMX, or inline facility.~~
- ~~f. No glass beverage containers or food are allowed within the skating facility.~~
- ~~g. Users of the Skate Park Facility must be 12 years of age or older.~~

**SECTION 232- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS**

With respect to the Skate Park facility owned and operated by the District for skateboarding or “other wheeled recreational devices” which means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs:

- ~~a. Riding of the skateboard or other wheeled recreational device for stunt, trick, or luge riding constitutes a “hazardous recreational activity,” as defined by Section 831.7 of the Government Code.~~
- ~~b. No user shall use the District skate park facility without wearing a helmet, elbow pads, and knee pads. Any user not wearing a helmet, elbow pads, and knee pads are subject to a citation.~~
- ~~c. Skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.~~
- ~~d. No smoking or vaping is permitted on District property.~~
- ~~e. No alcohol is allowed within 50 feet of any District skate park, BMX, or inline facility.~~

Commented [A92]: Wouldn't this apply to all of our parks?  
 Commented [A93R92]: Sold? jk

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Commented [A94]: Wouldn't this apply to all of our parks?  
 Commented [A95R94]: Sold? jk

~~f. No glass beverage containers or food are allowed within the skating facility.~~

~~g. Users of the Skate Park Facility must be 12 years of age or older.~~

Users of skateboards or other wheeled recreational devices shall at all times yield to pedestrians. No person shall skateboard or use other wheeled recreational device in any area where signs are posted, or known to have been posted, prohibiting such activity.

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### SECTION 201- BICYCLES

Bicycles shall be allowed on District lands with the following restrictions:

- a. Bike riders must travel at a reasonably safe speed and may not exceed 5 mph in speed at any time or location. Bicycles including electric bicycles and other motorized transportation devices must stay on designated bike paths and roadways.
- b. Electric, battery operated bicycles with no pedal assist feature are prohibited.
- c. 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.
- d. Bicyclists must yield when meeting pedestrians or animals. "Yield" means to slow down, establish communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- e. 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.
- f. All state and local regulations regarding helmets and other protective gear for minors or adults must be followed.

Commented [A96]: Review JK

Commented [A97]: What do we want to designate? JK

Commented [A98]: Include e-bikes? Designate e-bikes only to .....e-bikes can go as fast as a world class sprinter. I think we should not allow them.

Commented [A99R98]: I agree, but I don't want the rangers trying to follow them or chase them down. Probably need verbiage for both

Commented [A100R98]: Rangers should set a speed limit that they would like to enforce

Commented [A101]: Further define JK

Bicycles are not permitted on any sports courts (i.e basketball, tennis, pickleball courts) or sports park areas (i.e. PV Fields, Freedom Park, Mission Oaks, Bob Kildee.)

### SECTION 202- 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 as follows, unless otherwise posted. Dog Parks may be closed at the discretion of the General Manager or their designee.~~

Commented [A102]: Board approves Springville

Commented [A103]: List only in General Use

~~1. Enclosed dog park hours are open from 7:00AM until dusk.~~

~~2. Mission Oaks Off Leash Area is open from Monday through Friday 9:00AM to 1:00PM and 4:00PM to dusk, Saturday through Sunday 7:00AM to dusk.~~

~~3.a. Camarillo Grove Park Open Area is open for off-leashed dogs Monday through Friday from 7:00AM to dusk, leash required on Saturday and Sunday, may be found in the District's General Use Policy.~~

- b. Dog Parks may be closed periodically during the year for special events, weather conditions, and maintenance as needed.
  - 1. The Turf line at 805-947-5125 is available to check Dog Park Conditions. Conditions will be updated at 1 pm on Weekdays and 7 am on Weekends.
- c. Enter at your own risk. Adults and children assume all risks associated with Dog Parks and designated off-leash areas. No children under 16 are allowed without adult supervision. 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 dogs under five months, sick, in heat, potentially aggressive, as defined by California Food and Agriculture Code Section 31602, vicious, as defined by Food and Agriculture Code Section 31603, or which have previously bitten any person or other dog are permitted in Dog Parks or designated off-leash areas.
- e. Dogs are to be kept on a leash with a leash length not exceeding 6 feet 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 enclosed Dog Park areas.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times and a leash readily available if needed. Failure to closely supervise dogs may result in the dog/owner being suspended for an appropriate period of time, as determined in the General Manager's sole discretion. Dogs left unattended at the Dog Park will be impounded with Animal Control.

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Commented [A104]: Phil asks "and belong to the same household"

Commented [A105]: \*LEGAL

Commented [A106]: Need clarification on "aggressive" and time period of suspension

- j. Owners must clean up after their pets. Potential Dog Park closures due to unsanitary conditions may occur for the health and safety of all.
- k. Aggressive dogs must be removed from the Dog Park area immediately . You are responsible for your actions and those of your dog. Aggressive dogs may be suspended 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. The District may also in its discretion designate a dog as Aggressive in certain situations. Violation of these provisions is an infraction.
- l. Paid dog walkers are not allowed in any dog park without all necessary permits and licensing from the District and other government agencies
- m. No air horns, bullhorns, or amplified sounds are allowed, unless approved by the General Manager or designee
- n. No human and/or dog food is allowed in the dog park.
- o. Four dogs per person is the maximum allowed inside the Dog Park, provided the owner is able to closely supervise all four 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.
- p. No grooming of dogs at any park locations..
- 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.
- u. Users are legally responsible for their dogs and any injuries and/or damage caused by their dog(s).

Commented [A107]: Would like to discuss further

Commented [A108]: Come back to this

**SECTION 203- 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- ~~SPORTS COURTS~~**

No person shall engage in any activity on sports courts owned or operated by the District other than the playing of its designated sport(s) and activities.

Commented [A109]: This need to be updated with Pickleball

**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 emergency vehicles 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 from dawn to dusk to the general public or as otherwise posted or in accordance with District's General Use Policy.

**SECTION 304- APPLICATION FOR USE**

Applications to reserve areas of open space 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. Charcoal 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. No person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.

Commented [A110]: Again, do we need to add vaping?

**SECTION 306- OFF TRAILS**

Unauthorized travel off designated trails is prohibited.

**SECTION 307- CLOSURE/TRESPASS**

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

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**SECTION 308- VEHICLES**

No vehicle may be operated or parked on any open space lands except where specifically permitted unless authorized by the General Manager or their designee for such use. District vehicles are permitted and authorized if conducting District business.

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**SECTION 309- 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 106 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 or designee 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**

District property usage may be granted for a maximum period of twelve months, with the exception of Sports Parks (-i.e PV Fields, Freedom Park, Bob Kildee, Mission Oaks.) Requests for facility usage exceeding twelve months requires the General Manager or designee 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**

District facilities are available for individual and group use during normally scheduled hours of operations pursuant to the District’s General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10:00 PM with a permit. Exceptions are subject to General Manager or designee for approval.

**SECTION 405- RENTAL PERIODS**

Minimum facility rental periods depend on the 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 minimum rental period will be based on an hourly rate. Exceptions are subject to General Manager or designee approval.

Commented [A112]: Review after fee study

**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, including staffing costs. 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 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. 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 person may smoke or vape which includes the use of cigarettes, cigars, pipes, hookahs and electronic smoking devices such as e-cigarettes and vaping pens within a district park, building or open space. Smoking of tobacco, marijuana, vape devices and any other smoking devices are prohibited on all District Lands.

**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.

The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager or designee.

**SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS**

Certain athletic fields may be reserved for use by 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 AM, or as determined by the General Manager or designee, 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 unless authorized by Board of Directors, General Manager, or designee.

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Commented [A113]: Multiple Sections in Ordinance 8 talk about smoking. We should have one uniform standard.

Commented [A114R113]: Agreed...sections 231,305, & 409.

Commented [A115]: State the FFAU Process and possibly the violations from that document.

Commented [A116]: Check new turf policy

- b. Organized instruction is permitted only for classes/instruction/clinics approved by the District, per Section 118.

**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.

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

**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 the General Manager or designee, 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.

**SECTION 414 – PERMITTED VENDORS**

The District will work with different types of vendors to include:

- a. Food Vendors to include Mobile Food Facilities (MFF) and Temporary Food Facilities (TFF)
  - a. MFF Vendors are only permitted at Bob Kildee, Camarillo Grove Park, Community Center Park, Freedom Park, Mission Oaks Park, and Pleasant Valley Fields.
  - b. MFF & TFF applications must be submitted with Ventura County Health Department prior to event. Please contact Ventura County Health Department for application requirements.
- b. Craft/Merchandise Vendors
- c. Informational/ Service Vendors
- d. Inflatable Vendors see the District’s General Use Policy.

All vendors must meet County of Ventura, City of Camarillo, and District Requirements to include insurance and permits.

**SECTION 415 – NON-PERMITTED VENDORS**

The District has the right to deny any vendor under the following:

**Commented [A117]:** Introduce the language from the Turf Policy IF that gets approved by the Board.

**Commented [A118]:** Check new turf policy

- a. Sale of tobacco, drugs, marijuana and associated products.
- b. Sale or solicitation of explicit adult content.
- c. Vendor must not unlawfully discriminate against any sex, gender, gender identity or expression, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, military/veteran status, marital status, medical condition, sexual orientation, or any other characteristic protected by federal, state, or local law (“protected status”).
- d. Vendor doesn’t meet County of Ventura, City of Camarillo, and District Requirements to include insurance and permits.
- e. Any vendors that do not meet the District’s Insurance Policy Standards.

**ARTICLE V**  
**FEES AND DEPOSITS**

**SECTION 501- PURPOSE**

Fees and charges may be levied to offset District expenses incurred in providing services. The District prepared a cost of service analysis and study that identifies current cost recovery levels for the various types of recreation programs and established a general cost recovery policy.

**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 or as needed.

Commented [A119]: Do we follow this? Why? JK

**SECTION 503- BASIC RATE**

Building

During normal hours of operation of facilities as defined in the General Use Policy, rates will include the use of rooms, chairs, tables, setup, and cleanup. The following services are also available for an additional fee: security, District staffing, 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.
- b. Basic turf management.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Sport field or Complex 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, goals, etc.

- e. Dedicated District staff for extra services, such as periodic maintenance of restrooms, trash collection, etc.
- f. Cleaning of the area, excluding trash cans, following the event.
- g. Additional items and services can be provided at a set fee per the District's Fee Schedule

Picnic Areas

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

**SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES**

Commented [A120]: Match Fee and General Use JK

**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 and/or current Fee Schedule.

**Class 2 - Half of Basic Rate (50%)**

- a. Resident Organization  
Local school districts, government agencies, and non-profit organizations.

**Class 3 - Full Basic Rate (100%)**

Commented [A121]: General Use Policy states full fees apply for fundraising events (Ill. non profit rental use)

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions
- c. Resident Organizations that host fundraising events.

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

- a. Out of District/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 as on the District's Fee Schedule:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. An additional fee is required when alcohol will be served or sold at a function.
- c. Additional administrative fees may be charged on all applicant-initiated changes, including cancellations, if change is made less than 10 days prior to rental
- d. 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.
- e. When a facility is not normally open and District staff is required to be on duty, additional fees accrue. The minimum hourly coverage for District staff is two hours.
- f. When District staff is needed for facility control, additional fees accrue.
- g. When ball field lights or other special equipment is required, additional fees accrue.
- h. When facility damage and/or liability insurance fees are required, additional fees accrue.
- i. Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and/or portable toilets to accommodate groups of people that exceed a facility's maximum occupancy.
- j. The determination of requirements for additional personnel and associated charges thereof shall be made by the General Manager or designee.

Commented [A122]: Check event policy

**SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION REFUNDS**

The application fee is non-refundable. Cancellations must be made through the District office. \*\*See General Use Policy When completed\*\* Additional fees may apply for “no shows”.

Commented [A123]: Is this an internal comment?

Commented [A124]: Transfer \$\$ to future date?

**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 District permit is required when alcoholic beverages are consumed on District property.

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.

Commented [A125]: Check event policy

### SECTION 509- SETUP

The District may perform setup and breakdown for basic indoor use 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 being used, the user shall obtain prior approval from the District. Decorations must not be installed prior to the start of the reservation and must be removed at the conclusion of the reservation. No use of duct tape, tacks, nails, or glue is allowed on any walls, columns, counters, or floor surfaces. Use of blue painter's tape is permitted, requires full removal at the end of the event. Use of lighted candles or any open or enclosed flame is prohibited. No confetti, colored powders, glitter, or rice are allowed without prior approval.

### 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 or sold~~ served 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.

Commented [A126]: Work on language JK

Commented [A127R126]: Just served or consumed?

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 one half ~~1/2~~ hour before the scheduled event starts and remain on duty for one half ~~a 1/2~~ 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 District policy and procedures, and all other applicable local requirements.

#### **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 at least 30 days prior to the event. If the reservation is made 30 days or less prior to the event, proof of insurance is due at time of application.. The amount of liability insurance required shall be determined by the District.

**Commented [A128]:** Check with CAPRI JK

#### **SECTION 515- PARKING FEES**

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 or designee is authorized to determine when that fee shall be implemented.

**Commented [A129]:** Amended by Ord 11

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.

\_\_\_\_\_  
Elaine Magner, Chairman

Board of Directors

ATTEST:

\_\_\_\_\_  
Bev Dransfedlt, Secretary

Board of Directors



**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT**

**GENERAL USE POLICY**

**BOARD APPROVED XXXXX XX, 2023**

## **INTRODUCTION**

To best serve the community, Pleasant Valley Recreation and Park District (District) offers the residents of Camarillo year-round diverse recreational programs, services and facilities. As the population of the community grows, the demand for expanded offerings increases respectively. Therefore, the District is committed to operating and maintaining programs, services and facilities that reflect such growth.

The District funds the general operation and maintenance costs of programs, services and facilities which benefit the community through tax dollar appropriations. In addition, the District offers programs and services which more directly benefit segments of the community and the individual user. To ensure the continued availability and success of these offerings, reasonable fees proportionate to the cost of operating them are collected.

The following procedures and definitions\* have been used to guide this policy:

- District facilities and services are available for District sponsored programs and other approved public, private, resident, and non-resident use.
- Use of District facilities and services is conditional; appropriate fees shall be collected as stated in the rules and regulations governing the payment of deposits, fees, permits, and groups. See District Master Fee Schedule for classifications and rates.

\*Definitions available in Ordinance No. 8 Governing Use of Parks, Recreation Areas and Facilities.

The policies set forth herein are intended to ensure the safe, efficient and equitable use of District property. The District's Board of Directors shall establish reasonable policies and fees for use of District property, which may be reviewed from time to time.

### **I. USE OF DISTRICT PROPERTY**

The rules and regulations laid out in this section apply to all District property. Items specific to athletic facilities can be found in Section II. SPORTS PARKS.

The District's reservable property may be made available for use by any individual, organization, or group subject to the issuance of a permit and the payment of appropriate and applicable fees and deposits. A permit may be issued to reserve District property for a specific date, time, and location. A permit must be issued prior to:

- a) Any organized use of District property.
- b) Use of District property by an organized group.
- c) Any group or individual using District property for financial gain.

Non-organized groups may use any designated reservable District property on an as available basis; however, such group must vacate the premises at the time a permitted group arrives.

Reservations that exceed the maximums of facility capacity will be required to pay additional fees. Additional fees may be assessed for portable toilets, garbage dumpsters, staffing, and cleaning. The District will arrange for these items to be placed at the park or facility.

Permits are revocable and all deposits forfeited if false statements are made in reserving District property, or if the individual and/or group violates any rule or regulation established by the District. Applicants are responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, applicants are responsible for costs to replace, repair, or clean such property. 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 District property and, when required, monitor the use of the grounds.

#### **A. APPLICATION FOR USE AND SCHEDULING**

The General Manager or designee(s) is authorized to grant or deny all applications for use of District property. All rental applications for use of District property must be filed and signed by an individual 18 years of age or older. When alcohol will be present, the application must be signed by an individual 21 years of age or older. Applications and registrations should be submitted at least 7 days prior to the requested rental date. Late applications will be accepted up to one (1) day prior to the requested use date, except for weekend or holiday facility reservations. Rental applications for weekend reservations of District facilities must be submitted prior to 12:00 PM the Thursday before the desired rental date and 12:00 PM two business days before a holiday. Applications made after these deadlines will not be processed. Late fees may apply for any application for services within seven days of the desired rental date. The rental location is reserved only when the completed and signed application is accepted and approved by the District office, applicable insurance documentation is provided, and applicable fees and deposits are paid.

#### **B. PAYMENTS AND DEPOSITS**

1. A reservation payment must be made upon submittal of the rental application. For applications made more than forty-five (45) days in advance, payment consists of 50% of the total rental fees, with the remaining 50% due forty-five (45) days prior to the reserved date. For applications made within forty-five (45) days of the reserved date, fees are due in full upon application submission. The initial payment will secure the facility for the desired date pending the payment of all remaining applicable fees.
2. Total rental fees will include the rental rate, non-refundable application fee, refundable cleaning/security deposit, and, if applicable, insurance, vendor, staffing, security guard charges, and/or other applicable fees. The refundable cleaning/security deposit is designed to ensure that the applicant leaves the District property in a clean and undamaged condition. District property must be in the same condition as received. If property is damaged, or the property is left with overflowing trash receptacles, and/or excess debris, the District will retain the cleaning deposit.
3. Deposits and fees may be paid via cash, debit, check, or credit card. Checks will not be accepted within ten (10) days of the desired reservation date.
4. Deposits are due along with all other fees at the time of the application. Use of District property may be granted for a maximum period of twelve months, with the exception of Sports Fields (i.e. PV Fields, Freedom Park, Bob Kildee, Mission Oaks), for which the maximum is six months. Requests for

facility usage exceeding twelve months require approval from the General Manager or designee(s). For District policy regarding refunds, please refer to section K. REFUNDS AND CANCELLATIONS.

**C. BOUNCE HOUSES, JUMPERS, AND OTHER VENDORS**

1. To provide a safe and enjoyable experience, the District has established the following criteria for equipment used in the park system:
  - a. Must use a District approved Bounce House/Inflatable Vendor.
  - b. Must obtain a use permit from the District.
  - c. Must locate bounce houses/inflatable jumpers and other such equipment in easily accessible areas. Vendors are prohibited from driving vehicles or towing equipment onto park turf.
  - d. A Certificate of Insurance, which meets minimum District liability insurance requirements must be provided. Policy effective dates must cover the date(s) of use. Description of Operations must list the location of the event and date(s) of use. Pleasant Valley Recreation & Park District must be named as a Certificate Holder and as Additionally Insured. See Insurance Certificate and Endorsement Requirements for additional requirements.
  - 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. Generators must NOT be fueled and/or refueled on District property. The District will not provide power generators or access to electricity.
  - f. All bounce houses/inflatables must be attended to at all times.
  - g. The following items are prohibited, unless an exception has been made in advance and in writing by the General Manager or designee(s):
    - i. Inflatable Water Devices; Slides, "Dunk" Tanks, Pools, Obstacle Courses, etc.
    - ii. "Sumo Wrestling" and/or "Jousting"
    - iii. Laser Tag
    - iv. "Rock Climbing Walls"
    - v. Inflatable "Mechanical Bulls"
    - vi. Inflatable "Hamster Balls"
    - vii. Petting Zoos
    - viii. Game Truck/Games on wheels (additional approval requirements)
    - ix. Concessions (additional approval requirements)

**D. DENIAL OF RENTAL APPLICATION**

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

1. When available District property cannot accommodate the required capacity for the requested activity.
2. Refusal of an applicant to agree in writing to the conditions of the permit.
3. Failure of an applicant to file an application in sufficient time for review and processing.

4. The requirement of an excessive number of District personnel, as determined by the General Manager or designee(s), to properly police the activity and protect other users of the facility or area due to the size or nature of the proposed activity.
5. The filing of more than one application for the same facility at the same time. Under these circumstances, the General Manager or designee(s) will consider the application and the schedule of priority classification.
6. 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.
7. 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 and fees for District property are posted in the District Master Fee Schedule. The time indicated on a permit will reflect the actual time of facility use, which includes setup and cleanup. Minimum and Maximum rental periods vary by District property. Refer to Master Fee Schedule for details.

**G. HOURS**

All parks, recreation, and open space areas within District boundaries will be available for use by the general public daily from dawn until dusk unless otherwise posted or with written permission from the General Manager or designee(s). Hours of use may vary due to seasonal daylight, maintenance, construction, watering, and/or other variables.

Dog Park hours of operation are as follows, unless otherwise posted. Dog parks may be closed at the discretion of the General Manager:

- *Camarillo Grove Park* – Open daily from 7:00 AM to dusk, entire Park is off-leash Monday - Friday. Leash required on Saturday & Sunday.
- *Mission Oaks Park Off-Leash Area* – Open Monday through Friday from 9:00 AM to 1:00 PM and 4:00 PM to dusk. Open Saturday & Sunday, from 7:00 AM until dusk.
- *Freedom Park* – Open daily from 7:00 AM to 9:00 PM
- Enclosed dog parks with no lights will have hours of operation from 7:00 AM until dusk.

Call the Turf Line for Dog Park conditions at 805-947-5125, conditions updated Monday through Friday at 1:00 PM, Saturday & Sunday at 7:00 AM.

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 approval by the General Manager or designee(s).

## **H. PRIORITY OF USE AND FEE CHARGES**

Use of District property is permitted based on when the application was received, rental availability, and group priority ranking. Lower ranking groups may be subject to rescheduling with 30 days written notice. In the event of a District rescheduling, the District will attempt to relocate the reservation to another facility. Group priority rankings shall be as follows:

- Class 0 District Activities
- Class 1 Community Service Organizations: Fees are subject to the organization's Memorandum of Understanding (MOU) or District Master Fee Schedule.
- Class 2 Resident Non-Profit Organization: Local Education Agencies, Local Government Agencies, 501(c)(3), 501(c)(19) or other qualifying non-profit organizations. For events where entrance or participation fees are collected, organizations will be subject to Class 3 rates.
- Class 3 In-District Resident: Individuals, groups, and for-profit organizations residing or operating within District boundaries.
- Class 4 Out-of-District Resident: Individuals, groups, and for-profit organizations residing or operating outside of District boundaries.

## **I. FEES**

The basic rate of application fees will be charged according to the District Master Fee Schedule.

- a. Indoor Facility - During normal hours of operation, rates include setup and cleanup of tables and chairs.
  - i. Additional fees apply for security staffing, additional custodial services and other services requested or identified by the District in advance of use.
  - ii. Additional fees apply for after-hours staffing when reservation is outside of normal hours of operation including holidays.
- b. Picnic Area - During normal hours of operation, rates include existing site amenities such as picnic tables, barbecue (where available) and outdoor restrooms. Rates do not include supervision or setup of tables and chairs. Use of Non-District equipment, i.e., tables, chairs, barbeques, etc. are not permitted without written approval by the General Manager or designee(s).

## **J. ADDITIONAL CHARGES OVER BASIC RATE**

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

1. Non-residents will be subject to a rate increase of 25%.
2. Non-Sufficient Funds charges will apply for returned checks.
3. When alcohol is being served or sold at a function.
4. When a reservation is considered a Special Event (refer to Special Event Policy).
5. For applicant initiated reservation changes, including cancellations.
6. For security staffing when required. District will arrange with approved vendors.
7. When a facility is not normally open and District staffing is required.
8. When District staff is required for facility control.
9. When facility damage and/or liability insurance fees are required.
10. To cover the cost of dumpsters, portable toilets, or other additional equipment and/or resources to accommodate the rental.

The determination of requirements for additional staffing and associated charges shall be made by the General Manager or designee(s). See District Master Fee Schedule for rates.

#### **K. CANCELLATIONS, CHANGES, AND REFUNDS**

Cancellations made within these windows are subject to the following:

1. Reservations cancelled greater than ninety (90) days prior to the reservation date will be eligible for a refund of all fees – less the non-refundable application fee.
2. Reservations cancelled less than ninety (90) and greater than sixty (60) days prior to the reservation date will be eligible for a refund of the security cleaning deposit and 50% of all fees – less the non-refundable application fee.
3. Reservations cancelled less than sixty (60) days prior to the reservation date will be eligible for a refund of the security cleaning deposit only.

Changes made to reservations are subject to the following:

1. Changes made to reservations which result in additional hours, services, or an adjustment in reservation times are subject to applicable change fees.
2. Changes made less than ninety (90) and greater than sixty (60) days prior to the reservation date will be eligible for refund of any facilities or hours no longer being requested, subject to applicable change fees.
3. Any partial use of a reservation will not be eligible for refund.

District Property Reservation Refunds are subject to the following:

1. Reservations paid via credit card will be refunded to the original credit card within seven (7) business days following the reservation date.
2. Reservations paid via check or cash will be refunded by check, processed within thirty (30) business days following the reservation date.
3. No refunds will be issued for inclement weather. If the District office is notified on the first business day after a weather event, the reservation may be transferred to an available like-facility without penalty, within one hundred and eighty (180) days.

- 4.
5. All fees, including the Application fee, will be refunded in the event of a District initiated cancellation.

District Program/Class Refunds are subject to the following:

1. Withdrawal from a program/class five (5) business days prior to the start of a program/class will be refunded in full less a \$10.00 administrative fee.
2. No refunds will be issued for withdrawals made less than five (5) business days prior to the start of a program/class.
3. In the event of a program/class transfer where the fee of the new program/class is less, participant will receive a refund for the difference.
4. In the event of a program/class transfer where the fee of the new program/class is greater, participant will be required to pay the additional fee.
5. Failure of Participant to attend any program/class will result in forfeiture of all fees paid.
6. No refund will be issued for program/class fees of \$10.00 or less.

The District reserves the right to cancel and/or move any reservations, classes, activities on District property with minimal notice.

#### **L. ALCOHOL INSURANCE**

Purchase of alcohol insurance is required at the time the permit is approved for all events where alcohol will be consumed.

#### **M. SETUP**

The District will perform setup and breakdown, unless otherwise stated in the application or permit. Basic cleanup, including placing all trash in bins provided by District, is 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 and additional fees may apply. Applications that require setup beyond what can be reasonably accommodated by District personnel may be denied.

#### **N. DECORATIONS**

When decorations are used, the user shall obtain prior approval from the District. Decorations must not be installed prior to the start of the reservation and must be removed at the conclusion of the reservation. No use of duct tape, tacks, nails, or glue is allowed on any walls, columns, counters or floor surfaces. Use of blue painter's tape is permitted and, requires full removal at the end of the event. Use of lighted candles or any open or enclosed flame is prohibited. No confetti, colored powders, glitter, or rice are allowed without prior written approval.

**O. SECURITY**

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

1. If the event and/or anticipated attendance places a major impact on the facility.
2. When alcohol is being served, sold, or consumed.
3. When additional precautions are deemed necessary due to the nature of the event.
4. The District will determine the number of security guards required at the Applicant's cost (typically 1 security guard for every 50 attendees).

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

**Q. ALCOHOLIC BEVERAGES**

Application for an alcoholic beverage permit must be submitted at the time of application of use for events where alcohol will be sold. Permits shall only be issued to individuals 21 years of age or older. Applicant must secure a California Department of Alcohol Beverage Control Event Permit and all additional licenses or permits as required by local government agencies including but not limited to the Ventura County Public Health Department.

Applicant shall provide adequate safeguards to prohibit consumption of alcohol by minors, including utilizing Responsible Beverage Server (RBS) wristbands on all minors in attendance. Security guards are required for all reservations where alcohol will be served or consumed and will be assigned by the District. Serving and consumption of alcoholic beverages is permitted for a maximum of five and one half hours (per insurance guidelines) and shall not be served a minimum of one hour prior to the end of the event or no later than 10:00 PM, whichever occurs first.

The General Manager or designee(s) may stipulate additional conditions when necessary for the safety of individuals and protection of property.

**II. SPORTS PARKS**

Sports Parks must be reserved when being used by five (5) people or more, unless they meet one of the requirements listed below. The District reserves the right to determine the appropriate facility for a reservation based on the nature and size of the activity. All applications for use must be signed by an individual 18 years of age or older. When alcohol will be present, the application must be signed by an individual 21 years of age or older and

an application for alcoholic beverage permit must be submitted at the time of application for use. No permit shall be granted if there is a conflict with a District or Community Service Organization scheduled event or an existing reservation. No permit will be granted for any reservable field before 6:00 AM, or as determined by the General Manager or designee(s), or beyond dusk except when the field has appropriate lighting. Lights can be utilized until 10:00 PM with prior permit approval. Field use hours are determined at the discretion of the District. All user groups must have a copy of their permit available upon request by District staff.

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

1. A game official to maintain adherence to the rules of the game.
2. A marked or defined field of play, track, or course.
3. Specialized equipment such as uniforms or apparel that distinguishes teams, goals, flags, personal protective equipment, shoes, cleats, harnesses, or helmets.
4. Motorized, energized, or otherwise powered equipment.
5. Is an activity that by its' nature, negatively impacts or creates a potential hazard to other users of the site or the facility.
6. Personal training by individuals earning a fee for services.
7. 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:

1. Use of the athletic fields and supporting structures.
2. Use of onsite restrooms.
3. Basic turf management such as watering, mowing, and edging fields.
4. Staffing costs

Basic rates do not include the following:

1. Diamond preparation and field lining.
2. Lighting.
3. Setup and cleanup of athletic field equipment including but not limited to bases, anchors, pitcher's mound, goals, bleachers, etc.
4. Cleanup of facilities.
5. Sporting equipment such as balls, nets, gloves, etc.
6. Facility renovation or rehabilitation due to extraordinary use.
7. Portable toilets, garbage dumpsters and/or any additional equipment, cleaning materials and/or staffing.

### **III. NON-PROFIT RENTAL USE**

In order to qualify as a Resident Non-Profit Organization for Class 2 reservations, the following must be provided:

- a. Proof of current non-profit status, i.e. IRS Letter of Determination of 501(c) (3) or 501(c) (19) status.
- b. Proof of organization residing within the District boundaries.
- c. Proof of organization's establishment within the Community for at least twelve (12) consecutive months.

Furthermore:

1. Class 3 fees apply for all events where fundraising, donations or monetary contributions will be required to participate in, or benefit from, the event..
2. There is no non-profit rate for fees for special services, lighting, or staffing.

#### **IV. COMMUNITY SERVICE ORGANIZATIONS**

Community Service Organizations (CSO) are approved qualifying community based, non-profit organizations dedicated to providing youth programs as a benefit to the residents of Camarillo. Their primary purpose is to serve the program needs of the Pleasant Valley Recreation & Park District as designated by the District's Board of Directors. Community Service Organizations must be based within the Pleasant Valley Recreation & Park District boundaries. Approved Community Service Organizations shall enter into a Community Service Organization Agreement with the District which shall govern the Organization's relationship with the District. To receive the benefits afforded by this classification, subject to approval by the District Board of Directors. Community Service Organizations that meet the following criteria may submit a formal written request for approval:

1. Organization must have filed a minimum of three (3) Federal tax returns in their current non-profit status.
2. Must be considered a Resident or In-District Organization.

The following must be included with each request:

1. Copy of three (3) years prior Federal tax returns (Form 990)
2. Fictitious Business Name Statements
3. City of Camarillo Business Tax Certificate (if applicable)
4. Three (3) years prior participant rosters
5. Organizational chart

With consideration to availability of District facilities and resources, the District's Board of Directors has no obligation to approve Organizations which compete with existing approved CSO's.

#### **V. FILMING**

Individuals who engage in the production of filming or photographing for commercial purposes on District property shall observe the following procedures. The General Manager or designee(s) may grant permission pursuant to this section:

- a. Completion of a commercial filming application and compliance with its contents. Applications must be received by District staff prior to the start of filming.
- b. Certificate of Insurance which meets minimum District liability insurance requirements must be provided. Policy effective dates must cover the date(s) of use. A 30-day cancellation clause must be included. Description of Operations must list location of event and date(s) of use. Pleasant Valley Recreation & Park District must be named as a Certificate Holder and as Additionally Insured. See Insurance Certificate and Endorsement Requirements for additional requirements.
- c. The applicant must obtain all necessary permits from City, County, State, Local Law Enforcement or Local Department of Emergency Services prior to filming.
- d. The applicant must provide all personnel and staffing services necessary to the satisfaction of the District for crowd control, traffic control, fire control, maintenance,

and any other situations that attract potential hazards related to production. Any District personnel services provided shall be compensated to the District per the Master Fee Schedule. At the time of permit issuance, an estimate of such fees will be provided.

- e. Use of specialized equipment such as trailers, cranes, pyrotechnics etc. must be disclosed with the application and approved by the General Manager or designee(s).
- 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 production for which the permit applies.

## **VI. 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.

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

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

c. If permission is granted, a signage/banner mockup must be submitted at least 30 days prior to approval. Signage/Banners must be no larger than 24 square feet if displayed for more than 3 days. When displayed for less than 3 days, signage/banners may be no larger than 36 square feet. Signage/Banners may not be left up longer than 14 days, with a period of 30 days between display and no more than 4 times a year.

d. Exceptions to this section must be reviewed by the General Manager or designee(s).

If approved the District will enter into a Memorandum of Understanding with the requestor to include terms and conditions, revenue, placement, and how the sign will be affixed to District Property.

Refer to District Sponsorship and Naming Policy for sponsorship signage requirements.

## **VII. NON-DISCRIMINATION**

District policy prohibits unlawful discrimination based on race, color, creed, gender, gender expression or identity, religion, marital status, registered partner status, age,

national origin or ancestry, pregnancy, childbirth, or related medical conditions, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity or any other consideration made unlawful by Federal, State, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and prohibited. Any person or organization entering into an agreement or receiving a permit with the District is required to comply with this non-discrimination policy. Any person or organization entering into an agreement or receiving a permit 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 a permit by permittee or any agent or employee of permittee is prohibited. The General Manager or designee(s) 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 will 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 any District property 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 regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within five (5) business days of the representative's decision. The General Manager may hold a hearing within ten (10) business days of the filing of such appeal at which time the Applicant may present all evidence, testimony, and information relative to the application. The General Manager shall, within three (3) business days 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 of Directors. An appeal to the Board of Directors shall be filed within five (5) business days of the General Manager's decision.

**X. AUTHORIZED USE OF DISTRICT LOGO AND/OR NAME**

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

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:

1. 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.
2. The proposed activity may result in serious injury to persons and/or significant damage to District property.
3. Caterers and vendors are required to provide the same insurance coverage to the District.

**B. REQUIRED INSURANCE**

The District shall determine the type and amount of liability insurance required, based on the type and/or size of the rental reservation. Certificate of Insurance must meet minimum District liability insurance requirements, as determined by the District. Policy effective dates must cover the date(s) of use. Description of Operations must list location of event and date(s) of use. Pleasant Valley Recreation & Park District must be named as a Certificate Holder and as Additionally Insured. See Insurance Certificate and Endorsement Requirements for additional requirements. The following situations are some examples of when an applicant must provide insurance for use of District facilities:

1. Sports leagues using District facilities for regular play.
2. All Sport Organizations

3. Private Instruction (i.e. Personal Training, Dog Obedience Class, Clinics)
4. Bounce House/Entertainment Attractions
5. All Runs/Walks/Cycling/Parades/Events
6. All Vendors
7. Special Events – internal or external rentals



**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT**

**GENERAL USE POLICY**

**BOARD APPROVED XXXXX XX, 2023**

01224.0001/912536.1

## INTRODUCTION

To best serve the community, Pleasant Valley Recreation and Park District (District) offers the residents of Camarillo year-round diverse recreational programs, services and facilities. As the population of the community grows, the demand for expanded offerings increases respectively. Therefore, the District is committed to operating and maintaining programs, services and facilities that reflect such growth.

The District funds the general operation and maintenance costs of programs, services and facilities which benefit the community, through tax dollar appropriations. In addition to these, The the District offers programs and services which more directly benefit segments of the community and the individual user. To ensure the continued availability and success of these offerings, reasonable fees proportionate to the cost of operating them are collected.

The following procedures and definitions\* have been used to guide this policy:

- District facilities and services are available for District sponsored programs and other approved public, private, resident, and non-resident use.
- Use of District facilities and services is conditional; appropriate fees shall be collected as stated in the rules and regulations governing the payment of deposits, fees, permits, and groups. See District Master Fee Schedule for classifications and rates.

\*Definitions available in Ordinance No. 8 Governing Use of Parks, Recreation Areas and Facilities.

The policies set forth herein are intended to ensure the safe, efficient and equitable use of District property. The District's Board of Directors shall establish reasonable policies and fees for use of District property, which may will be reviewed from time to time when necessary.

### I. USE OF DISTRICT PROPERTY

The rules and regulations laid out in this section apply to all District property. Items specific to athletic facilities can be found in Section II. SPORTS PARKS.

The District's reservable property may be made available for use by any individual, organization, or group subject to the issuance of a permit and the payment of appropriate and applicable fees and deposits. A permit may will be issued to reserve District property for a specific date, time, and location. A permit must be issued prior to for:

- a) Any organized use of District property.
- b) Use of District pProperty by an organized group.
- c) Any group or individual using District property for financial gain.

Non-organized groups may use any designated reservable District property on an as available basis; however, such group must vacate the premises at the time a permitted group arrives.

Reservations that exceed the maximums of facility capacity will be required to pay additional fees. Additional fees may be assessed for portable toilets, garbage dumpsters, staffing, and cleaning. The District will arrange for these items to be placed at the park or facility.

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Permits are revocable and all deposits forfeited if false statements are made in reserving District property, or if the individual and/or group violates any rule or regulation established by the District. Applicants ~~shall will~~ are be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, applicants ~~shall will~~ bear responsible for costs to replace, repair, or clean such property. No individual, group, or organization owing any outstanding debts or obligations to the District ~~shall will~~ be permitted to use District facilities until such debts are paid.

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

#### **A. APPLICATION FOR USE AND SCHEDULING**

The General Manager or designee(s) is authorized to grant or deny all applications for use of District property. All rental applications for use of District property must be filed and signed by an individual 18 years of age or older. When alcohol will be present, the application must be signed by an individual 21 years of age or older. Applications and registrations should be submitted at least 7 days prior to the requested rental date. Late applications will be accepted up to one (1) day prior to the requested use date, except for weekend or holiday facility reservations. Rental applications for weekend reservations of District facilities must be submitted prior to 12:00 PM the Thursday before the desired rental date and 12:00 PM two business days before a holiday. Applications made after these deadlines will not be processed. Late fees may apply for any application for services within seven days of the desired rental date. The rental location is reserved only when the completed ~~and~~ signed application is accepted and approved by the District office, applicable insurance documentation is provided, and applicable fees and deposits are paid.

**Commented [JS1]:** "This is confusing because just before it states that applications any be received up to a day before the rental date .I added language to try and clear this up." - Legal

#### **B. PAYMENTS AND DEPOSITS**

1. A reservation payment must be made upon submittal of the rental application. For applications made more than forty-five (45) days in advance, payment consists of 50% of the total rental fees, with the remaining 50% due forty-five (45) days prior to the reserved date. For applications made within forty-five (45) days of the reserved date, fees are due in full upon application submission. The initial payment will secure the facility for the desired date pending the payment of all remaining applicable fees.
2. Total rental fees will include the rental rate, non-refundable application fee, refundable cleaning/security deposit, and, if applicable, ~~insurances~~, vendor, staffing, security guard charges, and/or other applicable fees. ~~The refundable cleaning/security deposit is designed to ensure that the applicant leaves the District property in a clean and undamaged condition. District property must be in the same condition as received. If property is damaged, or the property is left with consists of overflowing of trash receptacles, and/or excess debris left,~~ the District will retain the cleaning deposit.
3. Deposits and fees may be paid via cash, debit, check, or credit card. Checks will not be accepted within ten (10) days of the desired reservation date.
4. Deposits are due along with all other fees at the time of the application. Use of District property usage may be granted for a maximum period of twelve months, with the exception of Sports Fields (i.e. PV Fields, Freedom Park,

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Bob Kildee, Mission Oaks), for which the maximum is six months. Requests for facility usage exceeding twelve months require approval from the General Manager ~~or designee~~ or designee(s). For District policy regarding refunds, please refer to section K. REFUNDS AND CANCELLATIONS.

**C. BOUNCE HOUSES, JUMPERS, AND OTHER VENDORS**

1. To provide a safe and enjoyable experience, the District has established the following criteria for equipment used in the park system:
  - a. Must use a District approved Bounce House/Inflatable Vendor.
  - b. Must obtain a use permit from with the District.
  - c. Must locate bounce houses/inflatable jumpers and other such vendors equipment in easily accessible areas. Vendors are prohibited from driving vehicles or towing equipment onto park turf.
  - d. A Certificate of Insurance, which meets minimum District liability insurance requirements must be provided. Policy effective dates must cover the date(s) of use. Description of Operations must list the location of the event and date(s) of use. Pleasant Valley Recreation & Park District must be named as a Certificate Holder and as Additionally Insured. See Insurance Certificate and Endorsement Requirements for additional requirements.
  - 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. Generators must NOT be fueled and/or refueled on District property. The District will not provide power generators or access to electricity.
  - f. All bounce houses/inflatables must be attended to at all times.
  - g. The following items are prohibited, unless an exception has been made in advance and in writing by the General Manager or designee(s):
    - i. Inflatable Water Devices; Slides, "Dunk" Tanks, Pools, Obstacle Courses, etc.
    - ii. "Sumo Wrestling" and/or "Jousting"
    - iii. Laser Tag
    - iv. "Rock Climbing Walls"
    - v. Inflatable "Mechanical Bulls"
    - vi. Inflatable "Hamster Balls"
    - vii. Petting Zoos
    - viii. Game Truck/Games on wheels (additional approval requirements)
    - ix. Concessions (additional approval requirements)

**D. DENIAL OF RENTAL APPLICATION**

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

1. When available District Lands property cannot accommodate the required capacity for the requested activity.
2. Refusal of an applicant to agree in writing to the conditions of the permit.

3. 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 security cleaning 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 security cleaning deposit, rental fees, and permits prior to 12:00 PM the Thursday preceding the requested date or two business days before holidays.~~
4. The requirement of an excessive number of District personnel, as determined by the General Manager or designee(s), to properly police the activity and protect other users of the facility or area due to the size or nature of the proposed activity.
5. The filing of more than one application for the same facility at the same time. Under these circumstances, the General Manager or designee(s) will consider the application and the schedule of priority classification.
6. 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.
7. When false or misleading information is provided.

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**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 and fees for District property are posted in the District Master Fee Schedule. The time indicated on a permit will reflect the actual time of facility use, which includes setup and cleanup. Minimum and Maximum rental periods vary by District property. Refer to Master Fee Schedule for details.

**G. HOURS**

All parks, recreation, and open space areas within District boundaries will be available for use by the general public daily from dawn until dusk unless otherwise posted or with written permission from the General Manager or designee(s). Hours of use may vary due to seasonal daylight, maintenance, construction, watering, and/or other variables.

Dog Park hours of operation are as follows, unless otherwise posted. Dog parks may be closed at the discretion of the General Manager:

- *Camarillo Grove Park* – Open daily from 7:00 AM to dusk, entire Park is off-leash Monday - Friday. Leash required on Saturday & Sunday.
- *Mission Oaks Park Off-Leash Area* – Open Monday through Friday from 9:00 AM to 1:00 PM and 4:00 PM to dusk. Open Saturday & Sunday, from 7:00 AM until dusk.
- *Freedom Park* – Open daily from 7:00 AM to 9:00 PM
- Enclosed dog parks with no lights will have hours of operation from 7:00 AM until dusk.

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Call the Turf Line for Dog Park conditions at 805-947-5125, conditions updated Monday through Friday at 1:00 PM, Saturday & Sunday at 7:00 AM.

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 approval by the General Manager or designee(s).

#### H. PRIORITY OF USE AND FEE CHARGES

Use of District ~~facilities~~ ~~property~~ is given-permitted based on when the application was received, rental availability, and group priority ranking. Lower ranking groups may be subject to rescheduling with 30 days written notice. In the event of a District rescheduling, the District will attempt to relocate the reservation to another facility. Group priority rankings shall be as follows:

- Class 0 District Activities
- Class 1 Community Service Organizations: Fees are subject to the organization's Memorandum of Understanding (MOU) or District Master Fee Schedule.
- Class 2 Resident Non-Profit Organization: Local Education Agencies, Local Government Agencies, 501(c)(3), 501(c)(19) or other qualifying non-profit organizations. For events where entrance or participation fees are collected, organizations will be subject to Class 3 rates.
- Class 3 In-District Resident: Individuals, groups, and for-profit organizations residing or operating within District boundaries.
- Class 4 ~~Out-of-District~~ ~~Resident~~: Individuals, groups, and for-profit organizations residing or operating outside of District boundaries.

#### I. FEES

The basic rate of application fees will be charged according to the District Master Fee Schedule.

- a. Indoor Facility - During normal hours of operation, rates s includes s setup and cleanup of tables and chairs.
  - i. Additional fees apply for security staffing, additional custodial services and other services requested or identified by the District in advance of use.
  - ii. Additional fees apply for after-hours staffing when reservation is outside of normal hours of operation including holidays.
- b. Picnic Area - During normal hours of operation, rates s includes s existing site amenities such as picnic tables, barbecue (where available) and outdoor restrooms. Rates do not include supervision or setup of tables and chairs. Use of Non-District equipment, i.e., tables, chairs, barbecues, etc. are not permitted without written approval by the General Manager or designee(s).

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**J. ADDITIONAL CHARGES OVER BASIC RATE**

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

1. Non-residents will be subject to a rate increase of 25%.
2. ~~Full payment is due 45 days prior to reservation date for reservations made more than 45 days in advance when additional fees are required. Non-Sufficient Funds charges will apply for returned checks.~~
3. When alcohol is being served or sold at a function.
4. When a reservation is considered a Special Event (refer to Special Event Policy).
5. For applicant initiated reservation changes, including cancellations.
6. For security staffing when required, District will arrange with approved vendors.
7. When a facility is not normally open and District staffing is required.
8. When District staff is required for facility control.
9. When facility damage and/or liability insurance fees are required.
10. To cover the cost of dumpsters, portable toilets, or other additional equipment and/or resources to accommodate the rental.

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The determination of requirements for additional staffing and associated charges shall be made by the General Manager or designee(s). See District Master Fee Schedule for rates.

**K. REFUNDS AND CANCELLATIONS, CHANGES, AND REFUNDS**

~~Facility District Property Refunds (reservations cancellations made within these windows are subject to the following: booked more than 6 months in advance) — 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 forty fivean thirty (3045) days prior to the use date to qualify for any refund of paid fees. Refunds and Cancellations will be processed under the following guidelines:~~

1. Reservations cancelled greater than ninety (90) days prior to the reservation date will be eligible for a refund of all fees – less the non-refundable application fee.
2. Reservations cancelled less than ninety (90) and greater than sixty (60) days prior to the reservation date will be eligible for a refund of the security cleaning deposit and 50% of all eligible fees – less the non-refundable application fee.
3. Reservations cancelled less than sixty (60) days prior to the reservation date will be eligible for a refund of the security cleaning deposit only.

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Changes made to reservations are subject to the following: The Application fee is non-refundable.

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1. Changes made to reservations which result in additional hours, services, or an adjustment in reservation times are subject to applicable change fees.
2. Changes made less than ninety (90) and greater than sixty (60) days prior to the reservation date will be eligible for refund of any surrendered facilities or hours no longer being requested, subject to applicable change fees.
3. Any partial use of a reservation will not be eligible for refund.

1. Reservations of outdoor facilities made less than thirty (30) days in advance are only eligible for a refund of the cleaning/security deposit.

2. If a reservation is cancelled sixty one (61) or more days or less prior to event date after initial booking date, customer will receive a full refund minus the application fee.

3. If the reservation is cancelled between thirty (30) and after sixty (60) days prior to event date from initial booking date but at least forty five (45) days before event date customer will receive refund of any cleaning/security deposit and a 50% refund of all other eligible fees 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 reservation date. An additional \$25 non-refundable change fee administrative fee will be charged. Additional fees may apply depending on venue. Refer to current approved Fee Schedule for facility fees.

If the reservation is cancelled forty four twenty nine (2044) or less days or less prior to the reserved date the customer will receive a refund for the cleaning/security deposit only. 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.

4. If a reservation is paid by check or cash, a refund by check will be processed within fifteen (15) business days following the event.

5. 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.

6. No personal checks will be accepted within ten (10) days of the desired date.

7. All fees, including the Application fee, will be refunded in the event of a District initiated cancellation.

8. Non Sufficient Funds SF charges will apply for returned checks. District Property Refunds (reservations booked within 6 months of reservation date) Cancellations must be made through the District office no later than forty five (45) days prior to the use date to qualify for any refund of paid fees. Refunds and Cancellations will be processed under the following guidelines:

- The Application fee is non-refundable.
- Reservations of District property made less than forty five (45) days in advance are only eligible for a refund of the cleaning/security deposit.

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~~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.~~

~~If the reservation is cancelled between forty five (45) 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).~~

~~reservation date. 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 non-refundable change fee will be charged. Additional fees may apply depending on venue. Refer to current approved Fee Schedule for facility fees.~~

~~If the reservation is cancelled forty-four (44) or less days prior to the reserved date the customer will receive a refund for the cleaning/security deposit only.~~

District Property Reservations Refunds are subject to the following:s (Applies to all reservations)

~~i. If a reservation is paid through a Reservations paid via credit card, any refund will be issued will be refunded to the same original credit card within seven (7) business days following the reservation date event.~~

~~ii. If a reservation is paid by Reservations paid via check or cash, a refund by check will be refunded by check, processed within thirty (30) business days following the event the reservation date.~~

~~iii. No refunds will be given issued for inclement weather. If However, if the District office is contact notified on the first business day after a weather event, the reservation may be transferred to an available like facility without penalty, to be re-booked to a date within one hundred and eighty (180) days.~~

~~iv. No checks will be accepted within ten (10) days of a the desired date reservation.~~

~~v. All fees, including the Application fee, will be refunded in the event of a District initiated cancellation.~~

~~vi. Non Sufficient Funds charges will apply for returned checks returned checks.~~

District Program/Class Refunds are subject to the following:s

~~1. If w/Withdrawal/transfer from a program/class is made five (5) business days prior to the start of a program/class there will be a full refund less will be refunded in full less a \$10.00 administrative fee.~~

~~2. No refunds will be issued for If w/Withdrawals is made less than five (5) business days before the first day of the program, there will be no refund issued. Pprior to the start of a program/class.~~

~~3. In the event of a program/class transfer where the fee of the new program/class is less, participant will receive a refund for the difference. For any transfers between programs/classes:~~

~~4. In the event of a program/class transfer where the fee of the new program/class is greater, participant will be required to pay the additional fee.~~

~~District will refund the difference if the new class is cheaper than the original class.~~

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~~Participant must pay the difference if the new class is more expensive than the original class.~~

~~5. Registrants failing to be present for the program will forfeit all fees paid.~~

~~6. No refund will be issued for program/class and activities fees if where the registration cost is \$10.00 or less.~~

The District reserves the right to cancel and/or move any reservations, classes, activities on District property with minimal notice.

**L. ALCOHOL INSURANCE**

Purchase of alcohol insurance must will be required at the time the permit is approved for all events where alcohol will be consumed.

**M. SETUP**

The District will perform setup and breakdown, unless otherwise stated in the application or permit. Basic cleanup, including placing all trash in bins provided by District, 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 submission 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. Decorations must not be installed prior to the start of the reservation and must be removed at the conclusion of the reservation. ~~is designee.~~ No use of duct tape, tacks, nails, or glue is allowed on any walls, columns, or counters or floor surfaces. Use of blue painter's tape is permitted and requires full removal at the end of the event. Use of lighted candles or any other open or enclosed flame is prohibited. No confetti, colored powders, glitter, or rice or glitter are allowed without prior written approval.

**O. SECURITY**

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

1. If the event and/or anticipated attendance places a major impact on the facility.
2. When alcohol is being served, sold, or consumed.

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3. When additional precautions are deemed necessary due to the nature of the event.
4. The District will determine the number of security guards required at the Applicant's cost (typically 1 security guard for every 50 attendees).

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

**Q. EXTENDED USAGE**

~~Use of District facilities may be granted for a maximum period of twelve (12) months, with the exception of Sports Fields (i.e. PV Fields, Freedom Park, Bob Kildee, Mission Oaks.) An Application for Use exceeding twelve (12) months requires approval from the General Manager or designee(s). Reservations may be subject to cancellation in accordance with Section I. A. APPLICATION FOR USE AND SCHEDULING. When a cancellation is necessary, the District will attempt to relocate the reservation.~~

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**R.Q. ALCOHOLIC BEVERAGES**

Application for an alcoholic beverage permit must be submitted at the time of application of use for events where alcohol will be sold. Permits shall only be issued to individuals 21 years of age or older. Applicant ~~shall~~must secure a California Department of Alcohol Beverage Control Event Permit and all additional licenses or permits as required by local government agencies including but not limited to the Ventura County Public Health Department.

Applicant shall provide adequate safeguards to prohibit consumption of alcohol by minors, including utilizing Responsible Beverage Server (RBS) wristbands on all minors in attendance. Security guards are required for all reservations where alcohol will be served or consumed and will be assigned by the District. Serving and consumption of alcoholic beverages is permitted for a maximum of five and one half hours (per insurance guidelines) and shall not be served a minimum of one hour prior to the end of the event or no later than 10:00 PM, whichever occurs first.

~~If a request for alcoholic beverage permit is denied by the District, a Right of Appeal shall apply.~~ The General Manager or designee(s) may stipulate additional conditions when necessary for the safety of individuals and protection of property.

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**II. SPORTS PARKS**

Sports Parks must be reserved when being used by five (5) people or more, unless they meet one of the requirements listed below. The District reserves the right to determine the appropriate facility for a reservation based on the nature and size of the activity. All applications for use must be signed by an individual 18 years of age or older. When alcohol will be present, the application must be signed by an individual 21 years of age or older and

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an application for alcoholic beverage permit must be submitted at the time of application for use. No permit shall be granted if there is a conflict with a District or Community Service Organization scheduled event or an existing reservation. No permit will be granted for any reservable field before 6:00 AM, or as determined by the General Manager or designee(s), or beyond dusk except when the field has appropriate lighting. Lights can be utilized until 10:00 PM with prior permit approval. Field use hours are determined at the discretion of the District. All user groups must have a copy of their permit available upon request by District staff.

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

1. A game official to maintain adherence to the rules of the game.
2. A marked or defined field of play, track, or course.
3. Specialized equipment such as uniforms or apparel that distinguishes teams, goals, flags, personal protective equipment, shoes, cleats, harnesses, or helmets.
4. Motorized, energized, or otherwise powered equipment.
5. Is an activity that by its' nature, negatively impacts or creates a potential hazard to other users of the site or the facility.
6. Personal training by individuals earning a fee for services.
7. 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:

1. Use of the athletic fields and supporting structures.
2. Use of onsite restrooms.
3. Basic turf management such as watering, mowing, and edging fields.
4. Staffing costs

Basic rates do not include the following:

1. Diamond preparation and field lining.
2. Lighting.
3. Setup and cleanup of athletic field equipment including but not limited to bases, anchors, pitcher's mound, goals, bleachers, etc.
4. Cleanup of facilities.
5. Sporting equipment such as balls, nets, gloves, etc.
6. Facility renovation or rehabilitation due to extraordinary use.
7. Portable toilets, garbage dumpsters and/or any additional equipment, cleaning materials and/or staffing.

### III. **NON-PROFIT RENTAL USE**

In order to qualify as a Resident Non-Profit Organization for Class 2 reservations, the following must be provided:

- a. Proof of current non-profit status, i.e. IRS Letter of Determination of 501(c) (3) or 501(c) (19) status.
- b. Proof of organization residing within the District boundaries.
- c. Proof of organization's establishment within the Community for at least twelve (12) consecutive months.

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Furthermore:

1. Class 3 fees apply for all events where fundraising, donations or monetary contributions will be required to participate in, or benefit from, the event..
2. There is no non-profit rate for fees for special services, lighting, or staffing.

**IV. COMMUNITY SERVICE ORGANIZATIONS**

Community Service Organizations: Community Service Organizations (CSO) ~~are must be approved qualifying a community based, non-profit organizations, dedicated to providing youth programs as a benefit to the residents of Camarillo community groups whose memberships are open to the public. Their, whose~~ primary purpose is to serve the program needs of the Pleasant Valley Recreation & Park District community as designated by the District's Board of Directors. 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~~ Community Service Organization Agreement with the District which shall govern the Organization's relationship with the District. To receive the benefits afforded by this classification, subject to approval by the District Board of Directors, Community Service Organizations must shall that submit on an annual basis an organizational file meet the following criteria may submit a formal written request for approval:

1. Organization must have filed a minimum of three (3) Federal tax returns in their current non-profit status.
2. Must be considered a Resident or In-District Organization.

The following must be included with each request:

1. Copy of three (3) years prior Federal tax returns (Form 990)
2. Fictitious Business Name Statements
3. City of Camarillo Business Tax Certificate (if applicable)
4. Three (3) years prior participant rosters
5. Organizational chart

With consideration to availability of District facilities and resources, the District's Board of Directors has no obligation to approve Organization's which compete with existing approved CSO's.

~~to be approved by the District Board of Directors which must shall include a report on Organization business and financial condition.~~

**V. FILMING**

Individuals who engage in the production of filming or photographing for commercial purposes on District property shall observe the following procedures. The General Manager or designee(s) may grant permission pursuant to this section:

- a. Completion of a commercial filming application and compliance with its contents. Applications must be received by District staff prior to the start of filming.
- b. Certificate of Insurance which meets minimum District liability insurance requirements must be provided. Policy effective dates must cover the date(s) of use. A 30-day cancellation clause must be included. Description of Operations must list location of event and date(s) of use. Pleasant Valley Recreation & Park District

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must be named as a Certificate Holder and as Additionally Insured. See Insurance Certificate and Endorsement Requirements for additional requirements.

- c. The applicant must obtain all necessary permits from City, County, State, Local Law Enforcement or Local Department of Emergency Services prior to filming.
- d. The applicant must provide all personnel and staffing services necessary to the satisfaction of the District for crowd control, traffic control, fire control, maintenance, and any other situations that attract potential hazards related to production. Any District personnel services provided ~~shall~~will be compensated to the District per the Master Fee Schedule. At the time of permit issuance, an estimate of such fees will be provided.
- e. Use of specialized equipment such as trailers, cranes, pyrotechnics etc. must be disclosed ~~and approved~~ with the application ~~prior~~and approved by the General Manager or designee(s).
- 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 production for which the permit applies.

**VI. 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.

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

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

c. If permission is granted, a signage/banner mockup must be submitted at least 30 days prior to approval. Signage/Banners must be no larger than 24 square feet if displayed for more than 3 days. When displayed for less than 3 days, signage/banners may be no larger than 36 square feet. Signage/Banners may not be left up longer than 14 days, with a period of 30 days between display and no more than 4 times a year.

d. Exceptions to this section must be reviewed by the General Manager or designee(s).

If approved the District will enter into a Memorandum of Understanding with the requestor to include terms and conditions, revenue, placement, and how the sign will be affixed to District Property.

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Refer to District Sponsorship and Naming Policy for sponsorship signage requirements.

~~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.~~

- ~~1. It shall be unlawful for any person to place or maintain any sign, billboard, or advertisement on any District property.~~
- ~~2. It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.~~
- ~~3. Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.~~
- ~~4. 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:~~

- ~~1. Advertising for sale any product, goods, wares, merchandise, services, or event.~~
- ~~2. Conducting or soliciting for any trade, occupation, business, service, or profession.~~

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**VII. NON-DISCRIMINATION**

District policy prohibits unlawful discrimination based on race, color, creed, gender, gender expression or identity, religion, marital status, registered partner status, age, national origin or ancestry, pregnancy, childbirth, or related medical conditions, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity or any other consideration made unlawful by Federal, State, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and prohibited. Any person or organization entering into ~~an rental~~ agreement or receiving a permit with the District is required to comply with this non-discrimination policy. Any person or organization entering into ~~an rental~~ agreement or receiving a permit 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 ~~a the~~ permit by permittee or any agent or employee of permittee is prohibited. The General Manager or designee(s) 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 will 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 any District property 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 regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within five (5) business days of the representative's decision. The General Manager may hold a hearing within ten (10) business days of the filing of such appeal at which time the Applicant may present all evidence, testimony, and information relative to the application. The General Manager shall, within three (3) business days 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 of Directors. An appeal to the Board of Directors shall be filed within five (5) business days of the General Manager's decision.

**X. AUTHORIZED USE OF DISTRICT LOGO AND/OR NAME**

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

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

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**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.

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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:

1. 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.
2. The proposed activity may result in serious injury to persons and/or significant damage to District property.
3. Caterers and vendors are required to provide the same insurance coverage to the District.

**B. REQUIRED INSURANCE**

The District shall determine the type and amount of liability insurance required, based on the type and/or size of the rental reservation. Certificate of Insurance must meet minimum District liability insurance requirements, as determined by the District. Policy effective dates must cover the date(s) of use. Description of Operations must list location of event and date(s) of use. Pleasant Valley Recreation & Park District must be named as a Certificate Holder and as Additionally Insured. See Insurance Certificate and Endorsement

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Requirements for additional requirements. The following situations are some examples of when an applicant must provide insurance for use of District facilities:

1. Sports leagues using District facilities for regular play.
2. All Sport Organizations
3. Private Instruction (i.e. Personal Training, Dog Obedience Class, Clinics)
4. Bounce House/Entertainment Attractions
5. All Runs/Walks/Cycling/Parades/Events
6. All Vendors
7. Special Events – internal or external rentals

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

**TO: POLICY COMMITTEE**

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

**DATE: August 8, 2023**

**SUBJECT: THREE-YEAR AGREEMENT BETWEEN THE  
PLEASANT VALLEY RECREATION AND PARK  
DISTRICT (“DISTRICT”) AND THE COMMUNITY  
SERVICE ORGANIZATIONS (“CSO”)**

**SUMMARY**

The District has seven Community Service Organizations which perform a service for the benefit of the public, sponsored and approved by the Pleasant Valley Recreation and Park District Board. The Board approved a two-year agreement in September of 2021 and these agreements end September 14, 2023. The documents have been updated to include an updated term of three years.

**BACKGROUND**

In 2008, the Board of Directors approved a one-year agreement between the District and seven Community Service Organizations (Eagles Soccer Club, American Youth Soccer Organization, Camarillo Pony Baseball Association, Camarillo Girls Softball, Camarillo Youth Basketball, Cosmos Track Club, and Cougars Football) with a generic boiler plate agreement for all organizations. This agreement was to provide clear criteria and gather information regarding the various organizations as well as provide a checklist of items that each organization would need to provide to the District. There were approximately 19 items for the organizations to review and initial in order to be considered a Community Service Organization. The agreement was renewed on an annual basis if the group complied with all the terms and conditions as stated in the said agreement. The Recreation Services Department, specifically the Sports Division, handled the renewal of the agreements based upon the terms outlined in the agreement and the annual presentation to the Board of Directors. The agreement was then signed by the organization’s president and the District’s General Manager.

In 2017, the Board of Directors approved a two-year agreement with the Community Service Organizations. This agreement increased to 32 items and included a snack bar agreement for those organizations with a snack bar facility and AB2007 concussion and head injury protocol. The additional items included that we had new facilities at PV Fields and Freedom Park Baseball Complex.

In 2021, the Board of Directors approved a two-year agreement with the Community Service Organizations to include the seven listed above and Pleasant Valley Swim Team. This agreement included 35 items and AB1 which restricted the number of days youth football could practice with full contact, have a trained medical professional at practice and games and other requirements.

In 2022, the Board of Directors approved an agreement for use and maintenance with Camarillo Pony Baseball Association (“CPBA”) and United States Specialty Sports Association (“USSSA”).

The new agreement superseded the current CSO Agreement between the District and CPBA. The 2022 agreement with the CPBA is valid until July 5, 2025. The CPBA will still sign and be in compliance with the proposed CSO Agreement.

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

At the July 2023 Policy Committee meeting, the board members provided feedback for changes to the Agreement. District Staff has made revisions and sent the Agreement to CAPRI and the District's legal counsel for review.

## **ANALYSIS**

Due to the outdated annual agreements, changes in Ordinance 8 and direction from the Board, and the termination of the existing agreement, staff is updating this agreement. The updated document contains some language from the original agreement and most of the language seen in the proposed agreement has been updated. The agreement outlines the following areas: 1) Field/Facility Use, 2) Insurance, 3) Safety and Security, 4) Coaches and Volunteers, 5) Reservation Fees, 6) Advertising, 7) Programming, and 8) Administrative, as well as 11 attachments (Attachments A-K).

The proposed Agreement will be signed by all eight of the approved District CSO's Eagles Soccer Club, American Youth Soccer Organization, Camarillo Pony Baseball Association, Camarillo Girls Softball Association, Camarillo Youth Basketball Association, Cosmos Track Club, Pleasant Valley Swim Team, and Stingers (formerly known as the Cougars) Football. The proposed agreement is for a 3-year term.

The staff brought the following changes to the Policy Committee:

1. Term:
  - a. September 15, 2023 – September 14, 2026 (3- year)
    - i. No extension due to AB1467 Youth Sports Safety Act to be implemented in January 2027.
    - ii. A new President must set up a meeting with the District's Recreation Manager or designee within the first 30-days of office and sign an acknowledgement of viewing this agreement and district policies.
    - iii. Termination and suspension clause
    - iv. Upon completion of the initial term of agreement, the CSO may submit a request to renew.
2. Field/Facility Allocation Use:
  - a. The CSO's must submit a completed Field/Facility Allocation and Use packet for a sports field/park or facility to reserve for games, practices, trainings, tournaments, friendlies/scrimmage, and/or meetings. This replaces the Calendar Meeting and reservations to be submitted at any time.
  - b. Tournaments take precedence over practices and league games take precedence over practices during the winter period of November 1 – March 15 per the Turf Policy at PV Fields.
  - c. The CSO's agree to pick up trash around the field/facility and the District will charge the CSO's at the Fee Schedule hourly rate if trash is in excess of normal game day usage.
  - d. Alterations to the field or facility need advance written consent from the General Manager or designee. Attachment E outlines this process.
3. Insurance:

- a. Minimum requirements have changed to include a \$2 million per occurrence and \$4 million aggregate.
- b. Worker's Compensation liability with at least \$1 million per accident.
- c. Sexual Abuse and Molestation Coverage (SAM) – with a minimum of \$1 million per occurrence
4. Safety & Security:
  - a. Concession vendors must have a Turf Tarp per the Turf Policy.
  - b. CSO's shall develop and implement an Inclement Weather, Emergency Action and Heat Illness Prevention Plan
5. Coaches and Volunteers:
  - a. CSO's must ensure all administrators, employees, and regular volunteers have completed training in child abuse and neglect identification and reporting.
6. Reservation Fees:
  - a. Community Service Organization agrees to pay an hourly fee based on the District approved Fee Schedule for the duration of this agreement. The fees will go up One dollar per hour per field/zone/area of use each year (\$1) as approved by the Board in November 2022.
7. Advertising:
  - a. All CSO's may receive a complimentary 1/12<sup>th</sup> page ad or pay the District rate for an ad in the Activity Guide.
  - b. All banners must meet District Ordinances and policies as well as City of Camarillo Municipal codes.
8. Programming:
  - a. CSO shall provide the District with an FFAU to request, practices, games, tournaments, field lining or other activities.
9. Administrative:
  - a. The removal of audit proof since CSO's are providing a Form 990 at the time of renewal.
  - b. Requirements for annual updated information along with required due dates for information.
  - c. Clarification regarding the relationship of the CSO to the District and that the CSO will be an independent agency.
  - d. The CSO covenants that it shall take all actions necessary to establish and remain an organization in good standing and shall comply with all applicable California law related thereto.
  - e. Compliance with Laws - The CSO will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the CSO's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.
  - f. Alcohol and Drugs - At no time shall CSO or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District.
  - g. Recitals - The foregoing Recitals are incorporated herein by reference as if fully set forth.
  - h. Corporate Authority - The persons executing this Agreement on behalf of the parties hereto warrant that such party is duly organized and existing....

Any items not specifically mentioned will be Governed by the District's Ordinances and Policies. As part of the agreement District Staff are including information needed with the Agreement as attachments.

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

Changes the committee will see from the last draft are as follows:

1. Term:
  - a. The District's Legal Counsel added language for the termination of the agreement.
2. Insurance:
  - a. The District's Insurance provider CAPRI recommended moving the bullet points from the Indemnification/Hold Harmless section to the section of Liability Insurance.
3. Coaches and Volunteers:
  - a. The District's Legal Counsel changed and added information regarding the Penal Code with the Penal Codes added as Attachment L.
4. Use of photographs and video:
  - a. The District staff consulted with the District's Legal Counsel. The additional language added means that the District Staff must secure
  - b. The use of photographs and video section have been updated to reflect requirements as it relates to make and use video tape/digital, photographs, using these items for District promotional materials, waiver requirements, and the District's ability to use materials.
5. Snack Bar Agreement:
  - a. The fee of \$1 is added to the use of the Snack Bar.

### **FISCAL IMPACT**

To draft the Agreement there is no fiscal impact to the District. Once the Agreement is approved the CSO's will pay their approved rates.

### **RECOMMENDATION**

It is recommended that the Policy Committee review and recommend the updated Agreement between the District and Community Service Organizations move to full board for approval.

### **ATTACHMENTS**

- 1) Agreement between District and the CSO's (proposed -redline)
- 2) Agreement between District and the CSO's (Proposed – Clean)

# **Pleasant Valley Recreation and Park District Community Service Organization Agreement**

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

## **INTRODUCTION**

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

## **TERM**

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

The CSO and District each reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon six (6) months’ notice to the other party, except that where termination or suspension is due to the violation of any law or policy, breach of the terms of this Agreement, bankruptcy or insolvency of CSO, or allegations of child abuse, neglect or sexual impropriety, District may immediately suspend or terminate this Agreement. Upon receipt of any notice of termination or suspension for cause, The CSO shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by District. Upon suspension of this agreement, the CSO will be subject to additional fees according to the District Master Fee Schedule until suspension of the agreement has been lifted. Upon termination or expiration of this agreement, any outside user groups must have prior approval from the District to use or continue to use District property.

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

## **RENEWAL OF AGREEMENT**

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

1. Current Year Annual Update Form

2. Most recent IRS Form 990
3. Current approved Bylaws

## **FIELD/FACILITY USE**

1. The CSO understands that all field/facility reservations are solely for the sport fields/facilities during practice, games and tournaments/events. Games shall be played at assigned fields/facilities per the Field Facility Allocation and Use (FFAU) process. Additional tournaments, events or post season practice and play need to be proposed during the FFAU process and approved, in writing, by the District. CSO's will be allowed reserved use of District facilities, as outlined in Attachment A - FFAU Schedule. The FFAU must be received by District Staff within the FFAU Schedule to reserve a sports complex or park for tournaments, games, practices, meets, matches and/or special events. Facilities and fields may be closed for rest and renovation at various times throughout the year. Such closures will be announced during the FFAU Process and can be seen in Attachment B - Approximate Field/Facility Closure Dates.
2. It is mandatory that Field/Facility Coordinators, the President, Vice-President and/or any other significant/essential members of the CSO complete the FFAU by the District assigned due date in order to plan for the use of the facilities for the upcoming season/year. Failure to complete the FFAU Process may result in loss of field/facility space.
  - a. FFAU reservations will only be accepted if the FFAU packet is complete with the non-refundable processing fee.
  - b. If the FFAU is late the District will charge \$25 per business day that the FFAU is late.
  - c. If the CSO chooses to make any alterations to the approved FFAU:
    - i. CSO may add or alter the facility:
      1. Ten days prior to the date: If the District can accommodate, CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1.
      2. Nine or less days prior to the date: If the District can accommodate, CSO will be charged at the Approved Fee Schedule Class 1 rate.
    - ii. CSO may remove:
      1. Ten days prior to the date: If the District can accommodate, dates/times will be removed and CSO will not be charged.
      2. Nine or less days prior to the date: CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1.
3. The District reserves the right to cancel or suspend facility or field use permits for games, practices, and other uses whenever field/facility conditions could result in injury to players or damage to the fields/facility. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions,

including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application.

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

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

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

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

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

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

12. No oversized or personal vehicle shall be driven or parked on District fields without the express written consent of District staff.
13. District facilities are intended for use by the entire community and although the CSO is being granted reserved use of designated facilities for practices and games, it must be understood that cooperative use of District facilities by the CSO, District Sponsored Programs and the community is expected.
14. At no time shall the CSO sublet District property for any reason to include monetary gain, or use for bargaining, trade for services, or other agreements with any Organization, Business, sports groups, agencies, or teams.
15. A CSO that operates a Snack Bar shall comply with Attachment K – Snack Bar Agreement.
16. CSO's may reserve District classrooms or facilities with no charge at the following locations: Pleasant Valley Fields East Meeting Room and Skyway Room at Freedom Park. Reservations taking place at a different location will be charged at either the Class 1 Rate (CSO Rate) or the Class 2 Rate (Non-Profit Rate) as outlined in the District's Fee Schedule. These reservations will follow the District's General Use and District's Ordinance 8 outlined processes.

## INSURANCE

1. **Liability Insurance:** The CSO shall procure and maintain throughout the term of this Agreement Commercial General Liability insurance in a form and with coverage acceptable to the District. The District and District Parties shall be named as an “Additional Insured” under said insurance, and the insurance carrier shall issue an “Additional Insured” Endorsement in favor of the District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to the CSO’s commencement of operation on District property under the terms of this Agreement. District shall not be responsible for the insufficiency of any insurance policy provided by the CSO pursuant to this Agreement, and the District shall have no liability to the CSO as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) the CSO’s insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving the District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, the CSO’s insurance shall be primary insurance as respects the District and District’s Parties. Any liability insurance of District shall be excess of the CSO’s insurance and shall not contribute with it. The CSO shall require all contractors and subcontractors performing alteration or improvement work on District property in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of the CSO and the District, as provided herein.
  - i. CSO’s must provide the District with proof of two million dollar (\$2,000,000) commercial general liability insurance policy (CGL) on an “occurrence” basis and a four million dollar (\$4,000,000) general aggregate. Pleasant Valley Recreation and Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSO. Proof of additional insured should be provided by endorsement to the CSO’s CGL policy. This signed or stamped original endorsement shall be provided to the **Pleasant Valley Recreation and Park District, 1605 E. Burnley, Camarillo, CA 93010** no later than 30 days prior to start of season (or as requested per District requirements).
  - ii. If the CSO stores equipment or materials on District property or within District facilities, the CSO shall provide evidence of renter’s insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored. The District is not responsible for any damage or theft of any CSO owned property stored on District property.
  - iii. Storage areas are listed per CSO
    1. PV Fields Storage middle and east (AYSO)
    2. PV Fields Storage middle and west (Eagles)
    3. Bob Kildee Park six (6) Storage Containers and area in Aquatic Center (CPBA)

4. Freedom Park Sheds – two (2) by Field 2 and Field 4, one (1) by Field 1, Field 4 and Field 6 (CPBA)
5. Liberty Building (CPBA)
6. Mission Oaks Park Storage near Field 1 (CGSA)
7. Aquatic Center Office and Storage Room (PVST)

iv. The following information should be typed in the “Certificate Holder” section:

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

v. Separate Endorsement Page will need to list:

1. Policy Number
2. Wording that states, “This endorsement changes the policy”
3. Wording that states, “This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part: SCHEDULE
4. Wording that states, "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as Additional Insured."

2. **Indemnification/Hold Harmless:** The CSO agrees to indemnify, defend and hold harmless the District and District Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Radio Control participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with the CSO’s performance of its obligations hereunder or the CSO’s failure to comply with such obligations, except such loss or damage caused by the gross negligence, or willful misconduct of the District, its officers, employees, or agents. These indemnification provisions shall survive the term of this Agreement.
3. **Workers Compensation & Employer Liability Insurance:** The District requires the CSO to carry Workers Compensation & Employer Liability Insurance coverage with limits of no less than one million (\$1,000,000) per accident. The Workers Compensation policy will also need to include a waiver of subrogation with respect to the District.
4. **Sexual Abuse and Molestation (SAM) Coverage:** The District requires the CSO to maintain Sexual Abuse and Molestation (SAM) coverage for up to a minimum of \$1,000,000 per occurrence.

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

## **SAFETY & SECURITY**

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

District reflecting that the CSO has complied. Reference Attachment J – AB1 AB 1, Cooper. Youth athletics: California Youth Football Act.

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

## **COACHES AND VOLUNTEERS**

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

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

## **RESERVATION FEES**

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

## **ADVERTISING**

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

### **PROGRAMMING**

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

### **ADMINISTRATIVE**

1. CSO's shall provide an Annual Update Sheet, Tax Form 990 and Organization Bylaws to the District as part of the packet for the annual review by the District. Packet should be complete, accurate, and provide transparency for the public and is due to the District by September 1<sup>st</sup> of each year.
2. If completed packets are not received by the District by September 30<sup>th</sup>, this Agreement may be suspended until all documentation has been received and approved.
3. CSO's are required to pay for sport fields, parks and sports lighting per the District Fee Schedule and applicable staffing fees should any be incurred. CSO's shall be responsible for all costs associated with the use of facilities not owned by the District such as: Pleasant Valley School District, Oxnard Union High School District, etc. Light schedules shall be submitted to District Staff on a weekly basis by the CSO.
4. CSO's shall submit a copy of non-profit status, or tax filing status, such as ESCORP, LLC, etc. to District staff upon renewal of this agreement.
5. Any items not specifically mentioned will be governed by Ordinance 8, the General Use Policy and/or other District Policies.

6. **Use of photographs and video.** The CSO consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. If photographs/videos are taken of person(s) a District Photography waiver will be provided to be signed before a photograph/video are used in District promotional materials. The District still reserves the right to take photographs/videos where person(s) identity/likeness is unrecognizable without a waiver. The CSO waives any right to review or approve the finished product or the use to which it may be applied.
  
7. **Relationship of Parties:** The relationship of the CSO to the District under this Agreement will be that of an independent agency using District property for the operation of CSO's agreed use of facility. The CSO will have no right to obligate the District in any manner whatsoever. The CSO is and will be responsible for performance of the obligations assumed by the CSO under this Agreement. All personnel employed in connection with CSO's use and operation of the Facility will be employees or independent contractors of CSO, and they will have no employment relationship with District. The CSO will be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. The CSO will be solely responsible for establishing policies and procedures within the organization by-laws relating to the employment of such personnel.

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

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

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

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

(Signatures Continue on last page after Attachments)

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## ATTACHMENT A FFAU TIMELINE

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

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

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## ATTACHMENT B

### Approximate Field/Facility Closure Dates

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#### **PV Fields Soccer Zones**

Mid – March to end of April

3<sup>rd</sup> week of June to 4<sup>th</sup> week of July

Thanksgiving week to end of the year

#### **Freedom Baseball Fields**

Second week of December to mid-January

August 1 to Thursday before Labor Day weekend

Various weekdays during fall season

#### **Bob Kildee**

Third week of December to early-January

#### **Mission Oaks**

4<sup>th</sup> week of November to early January

#### **Pleasant Valley Aquatic Center**

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

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



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

## Introduction

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

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

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

## Statement of Philosophy

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

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

residents, and out-of-District User Groups

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

## Definition of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Classifications of User Groups**

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

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

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

**Sport Priority by Season**

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

Spring Season Sport Priority
Baseball
Softball

Fall Season Sport Priority
Football
Soccer
Basketball

## Sports Fields Hours of Operation

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

Saturday: 8:00 a.m. – 10:00 p.m.

Sunday: 8:00 a.m. – 10:00 p.m.

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

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

## Field and Facility Allocation Process

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

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

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

## Allocation Request Timeline and Process:

### 6 Month FFAU Timeline

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

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

Required items to be submitted with the allocation request:

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

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

Application packets will be processed according to:

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

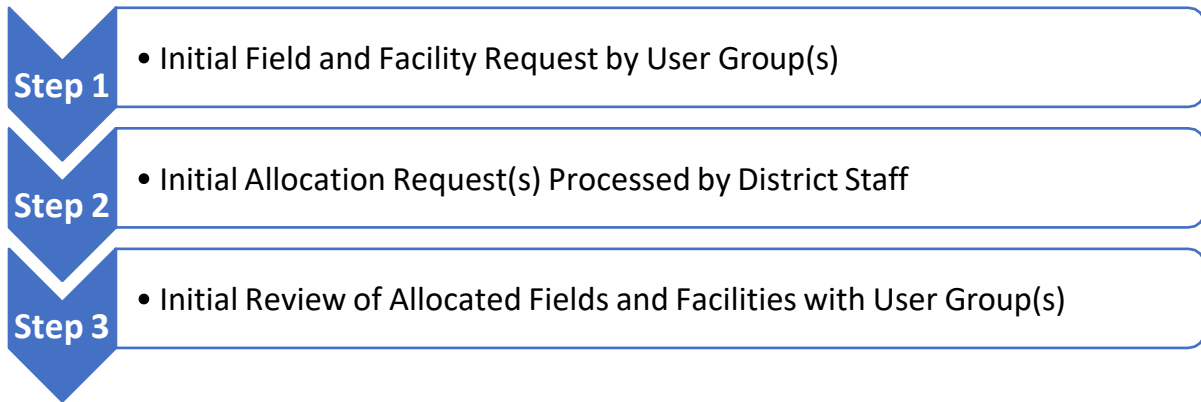
The District recognizes there may be conflicts for space and time that arise from this process.

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

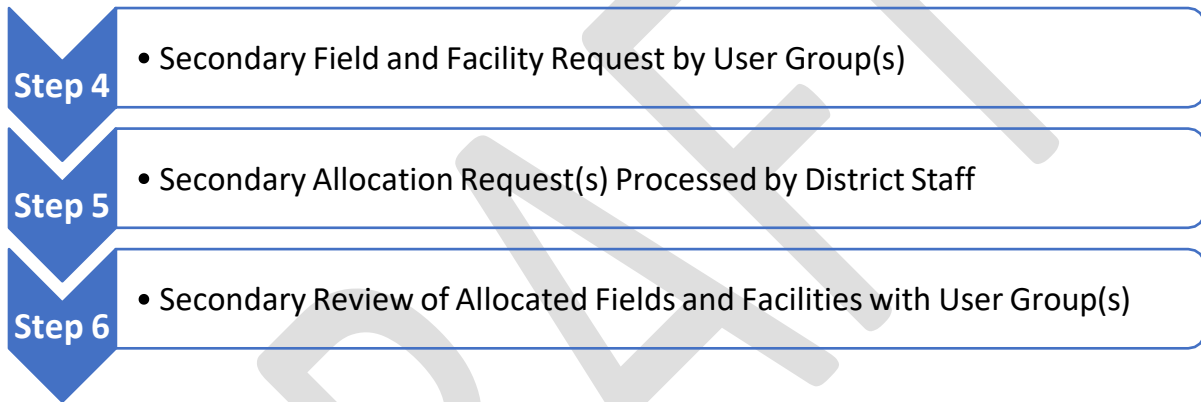
1. User Groups self-mediate to determine a fair and amicable solution
2. History of facility use between conflicting user groups
  - a. Primary season/ primary facility for sport in question
  - b. Order of priority:
    - i. league practice or game
    - ii. tournament use
    - iii. camps/clinics
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

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

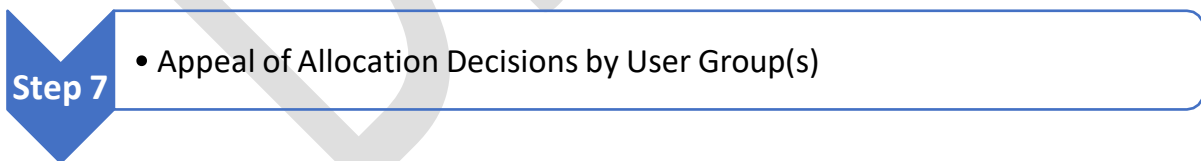
Any initial FFAU request by a user group that is turned in after the deadline date will be subject to a \$25 per business day late fee. Example, if the due date is December 30 and the District receives it on January 4, we wouldn't count the holiday or weekend days, but business days would be charged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



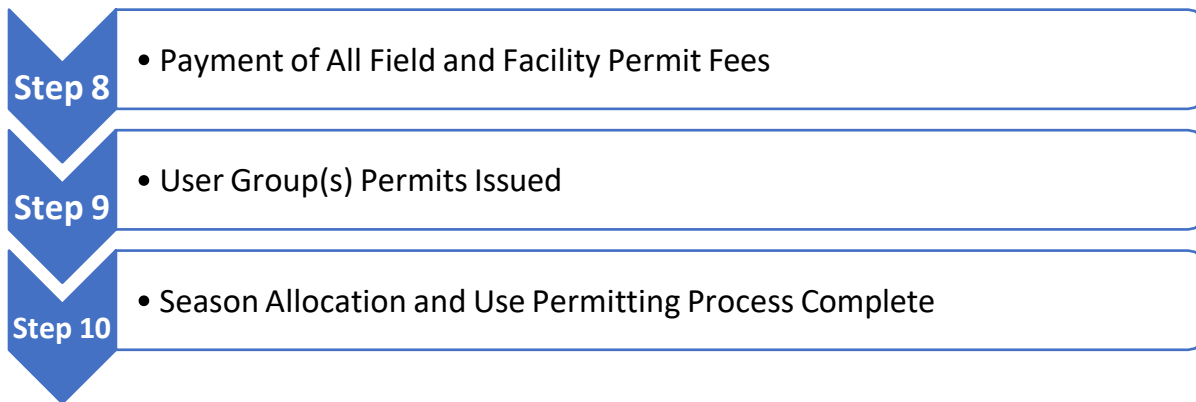
After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the secondary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



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



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



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

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

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

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

**Field and Facility Fees**

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

**Maintenance Operations**

**Turf Preservation**

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

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

### **Sports Field Lining/Marking**

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

### **Field and Facility Closures**

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

### **Field and/or Facility Modifications**

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

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

### **Inclement Weather**

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

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

### **Field and Facility Violations**

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

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

### **First Offense:**

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

**Second Offense:**

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

**Third Offense:**

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

**Fourth Offense:**

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

**Fifth Offense:**

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

**Sixth and Final Offense:**

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

Violation examples include, but are not limited to:

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

## Permit Cancellation

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

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

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

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

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

## Appeals

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

## Acknowledgement

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

**ATTACHMENT D**  
**FIELD LINING PROCEDURE**

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

**ATTACHMENT E**  
**ALTERATIONS TO DISTRICT FACILITIES**

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**Development of Site**

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

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

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

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

**ATTACHMENT F**  
**FACILITY USE AGREEMENT**

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**PERMIT/FACILITY USE AGREEMENT**

**RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS**

**A. INDEMNIFICATION**

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

**B. INSURANCE REQUIREMENTS**

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

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

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

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

### **D. FORCE MAJEURE**

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

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Name

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Signature

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Date

DRAFT

## ATTACHMENT G ACCIDENT REPORT

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

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

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

**Facility Damage**

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


**ATTACHMENT H**  

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

DRAFT

## ATTACHMENT I

### AB 2007 CONCUSSION OR OTHER HEAD INJURIES

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

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

#### LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

**DIGEST KEY**

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

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**BILL TEXT**

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

**SECTION 1.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

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

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

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

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

(A) Baseball.

(D) Boxing.

(B) Basketball.

(E) Competitive cheerleading.

(C) Bicycle motocross (BMX).

(F) Diving.

(G) Equestrian activities.

(H) Field hockey.

(I) Football.

(J) Full contact martial arts.

(K) Gymnastics.

(L) Ice hockey.

(M) Lacrosse.

(N) Parkour.

(O) Rodeo.

(P) Roller derby.

(Q) Rugby.

(R) Skateboarding.

(S) Skiing.

(T) Soccer.

(U) Softball.

(V) Surfing.

(W) Swimming.

(X) Synchronized swimming.

(Y) Volleyball.

(Z) Water polo.

(AA) Wrestling.

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

**ATTACHMENT J**  
**Assembly Bill No. 1**

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CHAPTER 158

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

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

**LEGISLATIVE COUNSEL'S DIGEST**

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

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

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

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

**DIGEST KEY**

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

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**BILL TEXT**

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

**SECTION 1.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SEC. 2.

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

### **Article 2.7. California Youth Football Act 124240.**

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

(b) As used in this article:

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

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

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

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

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

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

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

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

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

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

(B) Hip, knee, and shoulder pads.

(C) A jersey.

(D) A tailbone protector.

(E) Pants and thigh guards.

(F) Shoes, including cleats.

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

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

**124241.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) At least one independent non rostered individual, appointed by the youth sports organization, shall be present at all practice locations. The individual shall hold current and active certification in first aid, cardiopulmonary resuscitation, automated external defibrillator, and concussion protocols. The individual shall

have the authority to evaluate and remove any youth tackle football participant from practice who exhibits an injury, including, but not limited to, symptoms of a concussion or other head injury.

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

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

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

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

**124242.**

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

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

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

**124243.**

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

**ATTACHMENT K**  
**SNACK BAR AGREEMENT**

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

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

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

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

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

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

### **Penal Code Sections 11165.7 and 11166**

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

(a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in the mandated

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

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

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

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

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

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the statewide child welfare information system. The department shall work with stakeholders to modify reporting forms and the statewide child welfare information system as is necessary to accommodate the changes enacted by these provisions.

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

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

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

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

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

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

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

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

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

(e)(1) A commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of that person's professional capacity or employment, any film, photograph, videotape,

negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall, immediately or as soon as practicably possible, telephonically report the instance of reasonably suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a copy of the image or material attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A teacher.

(2) An instructional aide.

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

(4) A classified employee of a public school.

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

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

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

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

(25) An unlicensed associate marriage and family therapist registered under Section 4980.44 of the Business and Professions Code.

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

(27) A coroner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of

this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.

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

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

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

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

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

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

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

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

(2) Employers subject to paragraphs (48) and (49) of subdivision (a) shall provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. The

training requirement may be met by completing the general online training for mandated reporters offered by the Office of Child Abuse Prevention in the State Department of Social Services.

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

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

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

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

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

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

(date)\_\_\_\_\_at Camarillo, California.

“District”:

Pleasant Valley Recreation and Park District,  
a California Special District

By: \_\_\_\_\_

Its: General Manager

Date: \_\_\_\_\_

ATTEST:

“CSO”

Community Service Organization Title:\_\_\_\_\_

\_\_\_\_\_  
(Signature)

By (Name):

Its (Title):

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By (Name):

Its (Title):

Date: \_\_\_\_\_

Organization Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Zip)

## Pleasant Valley Recreation and Park District Community Service Organization Agreement

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

### INTRODUCTION

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

### TERM:

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

The CSO and District ~~each reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon six (6) months’ notice to the other party, except that where termination or suspension is due to the violation of any law or policy, breach of the terms of this Agreement, bankruptcy or insolvency of CSO, or allegations of child abuse, neglect or sexual impropriety, District may immediately suspend or terminate this Agreement. Upon receipt of any notice of termination or suspension for cause, The CSO shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by District. reserve the right to terminate this Agreement with a six month written notice. If the organization is~~ Upon suspension of this agreement, the CSO will be subject to additional fees according to the District Master Fee Schedule until suspension of the agreement has been lifted. Upon termination or expiration ed from of this agreement, any outside user groups must have prior approval from the District to use or continue to use District property.

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

### RENEWAL OF AGREEMENT

After the completion of the initial term of the agreement, the CSO may submit a request to renew the agreement for an additional 3-year term no later than ninety (90)

days prior to the end of the current agreement. **Renewal requests may be granted at the sole discretion of the District Board.** Requests for renewal must include the following:

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

## **FIELD/FACILITY USE**

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

injury to players or damage to the fields/facility. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application.

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

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

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

The cost of any and all alterations or improvements to the field/facility during the term of this Agreement (including but not limited to the preparation and submission

of plans and drawings, timelines, construction, insurance, and bonds) shall be the sole responsibility of the CSO.

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

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

12. No oversized or personal vehicle shall be driven or parked on District fields without the express written consent of District staff.
13. District facilities are intended for use by the entire community and although the CSO is being granted reserved use of designated facilities for practices and games, it must be understood that cooperative use of District facilities by the CSO, District Sponsored Programs and the community is expected.
14. At no time, shall the CSO sublet District property for any reason to include monetary gain, or use for bargaining, trade for services, or other agreements with any Organization, Business, sports groups, agencies, or teams.
15. A CSO that operates a Snack Bar shall comply with Attachment K – Snack Bar Agreement.
16. CSO's may reserve District classrooms or facilities with no charge at the following locations: Pleasant Valley Fields East Meeting Room and Skyway Room at Freedom Park. Reservations taking place at a different location will be charged at either the Class 1 Rate (CSO Rate) or the Class 2 Rate (Non-Profit Rate) as outlined in the

District's Fee Schedule. These reservations will follow the District's General Use and District's Ordinance 8 outlined processes.

## INSURANCE

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

- i. CSO's must provide the District with proof of two million dollar (\$2,000,000) commercial general liability insurance policy (CGL) on an "occurrence" basis and a four million dollar (\$4,000,000) general aggregate. Pleasant Valley Recreation and Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSO. Proof of additional insured should be provided by endorsement to the CSO's CGL policy. This signed or stamped original endorsement shall be provided to the Pleasant Valley Recreation and Park District, 1605 E. Burnley, Camarillo, CA 93010 no later than 30 days prior to start of season (or as requested per District requirements).
- ii. If the CSO stores equipment or materials on District property or within District facilities, the CSO shall provide evidence of renter's insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored. The District is not responsible for any damage or theft ~~for~~ any CSO owned property stored on District property.
- iii. Storage areas are listed per CSO
  1. PV Fields Storage middle and east (AYSO)
  2. PV Fields Storage middle and west (Eagles)

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

ii.iv. The following information should be typed in the “Certificate Holder” section:

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

ii.v. Separate Endorsement Page will need to list:

1. Policy Number
2. Wording that states, “This endorsement changes the policy”
3. Wording that states, “This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part: SCHEDULE
4. Wording that states, "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as Additional Insured."

2. **Indemnification/Hold Harmless:** The CSO agrees to indemnify, defend and hold harmless the District and District's Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Radio Control participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public's use thereof, or in connection with the CSO's performance of its obligations hereunder or the CSO's failure to comply with such obligations, except such loss or damage caused by the gross negligence, or willful misconduct of the District, its officers, employees, or agents. These indemnification provisions shall survive the term of this Agreement.

~~i. CSO's must provide the District with proof of two million dollar (\$2,000,000) commercial general liability insurance policy (CGL) on an "occurrence" basis and a four million dollar (\$4,000,000) general aggregate. Pleasant Valley Recreation and Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSO. Proof of additional insured should be provided by endorsement to the CSO's CGL policy. This~~

~~signed or stamped original endorsement shall be provided to the Pleasant Valley Recreation and Park District, 1605 E. Burnley, Camarillo, CA 93010 no later than 30 days prior to start of season (or as requested per District requirements).~~

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

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

~~1. PV Fields Storage middle and east (AYSO)~~

~~2. PV Fields Storage middle and west (Eagles)~~

~~3. Bob Kildee Park six (6) Storage Containers and area in Aquatic Center (CPBA)~~

~~4. Freedom Park Sheds — two (2) by Field 2 and Field 4, one (1) by Field 1, Field 4 and Field 6 (CPBA)~~

~~5. Liberty Building (CPBA)~~

~~6. Mission Oaks Park Storage near Field 1 (CGSA)~~

~~7. Aquatic Center Office and Storage Room (PVST)~~

3. **Workers Compensation & Employer Liability Insurance:** The District requires the CSO to carry Workers Compensation & Employer Liability Insurance coverage with limits of no less than one million (\$1,000,000) per accident. The Workers Compensation policy will also need to include a waiver of subrogation with respect to the District.

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

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

## **SAFETY & SECURITY**

1. The CSO must complete a monthly Accident/Incident report log (Attachment G) for any participants, spectators, volunteers, umpires, referees, or paid staff that has a minor accident or injury during the CSO's reserved times. Any accident which requires medical attention, hospitalization, etc. should be reported within 24 hours. For any accidents that may reflect in any claims against the District, or if there is any facility damage resulting from an accident, the District requires a copy of the completed form within 72 hours of the accident/incident of when the CSO is first alerted.

2. Community Service Organization CSO agrees to notify District of any facility damage, repairs needed, vandalism, suspicious activity, etc., within 24 hours. Emergency issues may be called in to the District and followed up in writing.

3. Concession sales by outside vendors or proprietors on any park facility hosted by the CSO, or other sub-contractor, must be approved in advance by the District's

General Manager or designee and must comply with all District requirements and/or policies. Concessions must meet all District, City of Camarillo, and Ventura County Health Department licensing, liability, and safety codes. Vendors with electrical cords must have them covered. Vendors with generators must be placed on non-flammable protective surfacing to contain all spills and also protect from damaging District property. Turf tarps for vendors must comply with the Turf Policy (prior written approval six (6) weeks in advance and made of breathable material).

4. ~~CSO's shall~~CSO's shall develop and implement an Inclement Weather, Emergency Action, and Heat Illness Prevention Plan (Attachment H) that gives directions to CSO officials, parents, ~~umpiresumpires~~, and players what to do during a storm, natural disaster or situation that may put some or all individuals in harm's way. These documents shall be given to the District on an annual basis and/or each time this agreement is renewed as a reference to have on file.
5. CSO shall comply and ensure all participants comply with AB 2007 ~~compliance~~ which requires "[a] youth sports organization that elects to offer an athletic program" to comply with all of the following in Attachment I – AB 2007 Concussions and other head injuries. A letter must be submitted each year to the District reflecting that the CSO has complied.
6. CSO shall comply and ensure all participants comply with AB1 ~~for compliance~~which required ~~provides that~~ "(1) Youth football's highest priority is the safety and well-being of its participants. California children must have the right to be protected with safe youth football standards and practices empowering parents to make informed choices regarding the elected activities of their children." Compliance must be submitted each year to the District reflecting that the CSO has complied. Reference Attachment J – AB1 AB 1, Cooper. Youth athletics: California Youth Football Act.
7. The CSO is responsible for patrol, control and supervision of spectators and participants at CSO events, including making sure park rules, regulations, and policies are adhered to. Failure of league officials to control parents, volunteers, ~~participants~~participants, and visitors is sufficient reason to cancel, at any time, approved use of District facilities by the CSO.

## COACHES AND VOLUNTEERS

CSO's must ensure all ~~adminsitrators~~administrators, employees and regular volunteers have completed training in child abuse and neglect ~~identification~~identification and reporting and completed all fingerprinting and/or perform adequate background screening required pursuant to Business and Professions Code Section~~for all coaches/volunteers associated with the CSO~~18975 per AB506. The CSO shall provide the District with a letter on an annual basis stating they are in compliance with the foregoing and describing the performing a screening process used (for example, -(LiveScan)-as an example, but not limited to).

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

acknowledges that they have read and understand this information and agree to comply with this mandatory reporting requirement.

## **RESERVATION FEES**

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

## **ADVERTISING**

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

## **PROGRAMMING**

1. The CSO shall provide the District with a FFAU which should contain the entire season's practices, games, and tournament schedule. Re-scheduled games need to be submitted in writing to the District. Any changes or additions submitted less than 10 days' notice, may result in additional costs.
2. Field/Facility Coordinators, Coaches, the President and/or any other significant/essential members of the CSO's— must meet with District ~~staff~~ staff during the FFAU process to review facility issues and processes. CSO's shall restore each facility utilized during the season back to an acceptable condition

and agrees to reimburse the District for facility damage that is a direct result of that CSO's facility use.

3. A fee will be required per the District's Fee Schedule, to open or close a District facility outside of business hours, before 6:00am and after 10:00pm.

## ADMINISTRATIVE

1. CSO's shall provide an Annual Update Sheet, Tax Form 990 ~~and Organization and Organization~~ Bylaws to the ~~District as~~ District as part of the packet for the annual review ~~by the District at the District Board Meeting.~~ Packet should be complete, accurate, and provide transparency for the public ~~and is due to the District by September 1<sup>st</sup> of each year.~~
- ~~1.2.~~ If completed packets are not received by the District by September 30<sup>th</sup>, CSO this Agreement may be suspended until all documentation has been received and approved.
- ~~2.3.~~ CSO's are required to pay for sport fields, parks and sports lighting per the District Fee Schedule and applicable staffing fees should any be incurred. CSO's shall be responsible for all costs associated with the use of facilities not owned by the District such as: Pleasant Valley School District, Oxnard Union High School District, etc. Light schedules shall be submitted to District Staff on a weekly basis by the CSO.
- ~~3.4.~~ CSO's shall ~~attach~~ submit a copy of non-profit status, or tax filing status, such as ESCORP, LLC, etc. to District staff upon renewal of this agreement.
- ~~4.5.~~ Any items not specifically mentioned will be governed by Ordinance 8, the General Use Policy and/or other District Policies.
- ~~5.6.~~ **Use of photographs and video.** The CSO consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. If photographs/videos are taken of person(s) a District Photography waiver will be provided to be signed before a photograph/video is taken are used in District promotional materials. The District still reserves the right to take photographs/videos where person(s) identity/likeness is unrecognizable without a waiver. The CSO waives any right to review or approve the finished product or the use to which it may be applied.
- ~~6.7.~~ **Relationship of Parties:** The relationship of the CSO to the District under this Agreement ~~shall will~~ be that of an independent agency co-sponsored program using District property for the operation of CSO's agreed use of facility. The CSO ~~shall will~~ have no right to obligate the District in any manner whatsoever. The CSO is and ~~shall will~~ be an independent contract co-sponsored program and responsible for performance of the obligations assumed by the CSO under this Agreement. All personnel employed in connection with CSO's use and operation of the Facility ~~shall will~~ be employees or independent contractors of CSO, and they ~~shall will~~ have no employment relationship with District. The CSO

shall will be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. The CSO shall will be solely responsible for establishing policies and procedures within the organization by-laws relating to the employment of such personnel.

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

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

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

- ~~7.~~ **Compliance with Laws.** The CSO will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the CSO's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.
- 8.
9. **Alcohol and Drugs.** At no time shall CSO or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District.
10. **Recitals.** ~~The foregoing Recitals are incorporated herein by reference as if fully set forth.~~
11. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions

of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

12. THE CSO ACCEPTS RESPONSIBILITY FOR ALL APPLICABLE CONDITIONS, AS WELL AS ALL DISTRICT RULES AND REGULATIONS NOT LISTED IN THIS AGREEMENT. THE CSO ASSUMES ALL RISK FOR LOSS, DAMAGE, LIABILITY, INJURY, COST OR EXPENSE THAT MAY ARISE DURING, OR BE CAUSED IN ANY WAY BY SUCH USE OR OCCUPANCY OF DISTRICT FACILITIES.

13. CSO'S SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE DEFEND (BY COUNSEL ACCEPTABLE TO DISTRICT) AND HOLD THE DISTRICT, IT'S DIRECTOR'S, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, CLAIMS AND LIABILITY FOR DAMAGES AND/OR INJURIES TO PERSONS AND PROPERTY, INCLUDING INJURY TO ORGANIZATION'S PARTICIPANTS OR DAMAGE TO ORGANIZATION'S PROPERTY THAT IN ANY WAY ARISE FROM OR ARE CAUSED BY CSO USE OR OCCUPANCY OF DISTRICT FACILITIES.

14. **Attachments:**

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

(Signatures Continue on last page after Attachments)

## ATTACHMENT A FFAU TIMELINE

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

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

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## ATTACHMENT B

### Approximate Field/Facility Closure Dates

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#### **PV Fields Soccer Zones**

Mid – March to end of April

3<sup>rd</sup> week of June to 4<sup>th</sup> week of July

Thanksgiving week to end of the year

#### **Freedom Baseball Fields**

Second week of December to mid-January

August 1 to Thursday before Labor Day weekend

Various weekdays during fall season

#### **Bob Kildee**

Third week of December to early-January

#### **Mission Oaks**

4<sup>th</sup> week of November to early January

#### **Pleasant Valley Aquatic Center**

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

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

**ATTACHMENT C**  
**FIELD FACILITY ALLOCATION AND USE PROCESS**



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

## **Introduction**

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

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

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

## **Statement of Philosophy**

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

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

residents, and out-of-District User Groups

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

### Definition of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Classifications of User Groups**

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

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

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

**Sport Priority by Season**

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

Spring Season Sport Priority
Baseball
Softball

Fall Season Sport Priority
Football
Soccer
Basketball

## Sports Fields Hours of Operation

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

Saturday: 8:00 a.m. – 10:00 p.m.

Sunday: 8:00 a.m. – 10:00 p.m.

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

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

## Field and Facility Allocation Process

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

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

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

## Allocation Request Timeline and Process:

### 6 Month FFAU Timeline

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

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

Required items to be submitted with the allocation request:

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

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

Application packets will be processed according to:

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

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

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

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

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

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

**Step 1**

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

**Step 2**

- Initial Allocation Request(s) Processed by District Staff

**Step 3**

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

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

**Step 4**

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

**Step 5**

- Secondary Allocation Request(s) Processed by District Staff

**Step 6**

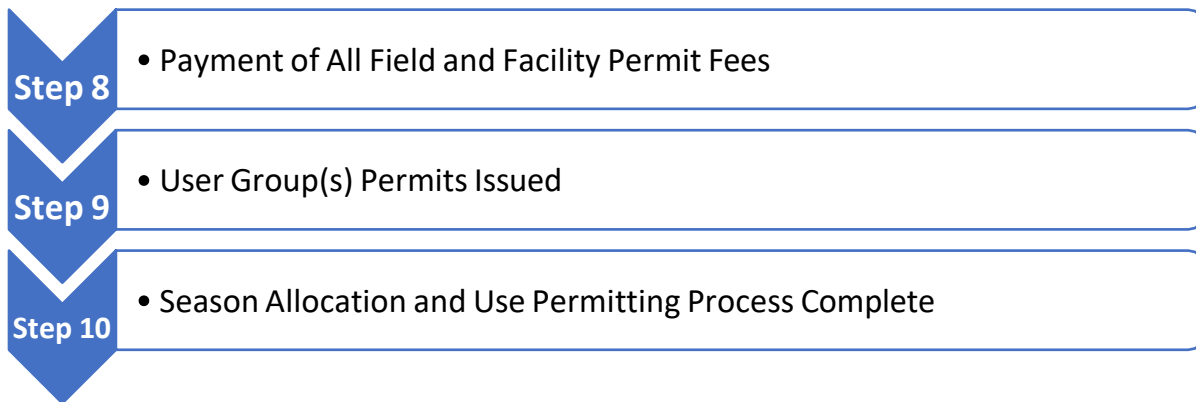
- Secondary Review of Allocated Fields and Facilities with User Group(s)

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

**Step 7**

- Appeal of Allocation Decisions by User Group(s)

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



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

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

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

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

**Field and Facility Fees**

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

**Maintenance Operations**

**Turf Preservation**

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

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

### **Sports Field Lining/Marking**

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

### **Field and Facility Closures**

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

### **Field and/or Facility Modifications**

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

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

### **Inclement Weather**

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

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

### **Field and Facility Violations**

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

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

### **First Offense:**

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

**Second Offense:**

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

**Third Offense:**

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

**Fourth Offense:**

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

**Fifth Offense:**

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

**Sixth and Final Offense:**

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

Violation examples include, but are not limited to:

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

## Permit Cancellation

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

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

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

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

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

## Appeals

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

## Acknowledgement

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

**ATTACHMENT D**  
**FIELD LINING PROCEDURE**

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

**ATTACHMENT E**  
**ALTERATIONS TO DISTRICT FACILITIES**

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**Development of Site**

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

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

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

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

**ATTACHMENT F**  
**FACILITY USE AGREEMENT**

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**PERMIT/FACILITY USE AGREEMENT**

**RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS**

**A. INDEMNIFICATION**

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

**B. INSURANCE REQUIREMENTS**

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$~~21~~<sup>25</sup>,000,000 per occurrence, \$~~42~~<sup>45</sup>,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
  - a. Such insurance shall name **(DISTRICT)**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(DISTRICT)** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **(DISTRICT)** may deny access to the facility.
  - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **((DISTRICT))**'s self-insurance pool.

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

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

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

### **D. FORCE MAJEURE**

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

|

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Name

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Signature

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Date

DRAFT

## ATTACHMENT G ACCIDENT REPORT

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

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

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

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


|

**ATTACHMENT H**  

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

DRAFT

## ATTACHMENT I

### AB 2007 CONCUSSION OR OTHER HEAD INJURIES

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

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

#### LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

**DIGEST KEY**

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

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**BILL TEXT**

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

**SECTION 1.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

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

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

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

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

(A) Baseball.

(D) Boxing.

(B) Basketball.

(E) Competitive cheerleading.

(C) Bicycle motocross (BMX).

(F) Diving.

(G) Equestrian activities.

(H) Field hockey.

(I) Football.

(J) Full contact martial arts.

(K) Gymnastics.

(L) Ice hockey.

(M) Lacrosse.

(N) Parkour.

(O) Rodeo.

(P) Roller derby.

(Q) Rugby.

(R) Skateboarding.

(S) Skiing.

(T) Soccer.

(U) Softball.

(V) Surfing.

(W) Swimming.

(X) Synchronized swimming.

(Y) Volleyball.

(Z) Water polo.

(AA) Wrestling.

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

**ATTACHMENT J**  
**Assembly Bill No. 1**

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CHAPTER 158

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

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

**LEGISLATIVE COUNSEL'S DIGEST**

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

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

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

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

**DIGEST KEY**

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

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**BILL TEXT**

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

**SECTION 1.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SEC. 2.

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

### **Article 2.7. California Youth Football Act 124240.**

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

(b) As used in this article:

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

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

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

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

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

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

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

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

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

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

(B) Hip, knee, and shoulder pads.

(C) A jersey.

(D) A tailbone protector.

(E) Pants and thigh guards.

(F) Shoes, including cleats.

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

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

**124241.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) At least one independent non rostered individual, appointed by the youth sports organization, shall be present at all practice locations. The individual shall hold current and active certification in first aid, cardiopulmonary resuscitation, automated external defibrillator, and concussion protocols. The individual shall

have the authority to evaluate and remove any youth tackle football participant from practice who exhibits an injury, including, but not limited to, symptoms of a concussion or other head injury.

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

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

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

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

**124242.**

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

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

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

**124243.**

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

**ATTACHMENT K**  
**SNACK BAR AGREEMENT**

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

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

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

designated organizer complete an Environmental Health Division - Temporary Food Facility (EHD-TFF) food safety course during the term of this agreement and provide District with a copy of certification.

- F.** The CSO shall, exclusively, operate the snack bar(s) at all designated events within at above listed park(s). Events may include scheduled league games for youth soccer, youth/adult softball, baseball, etc., tournaments, competitions and/or special events as requested and agreed upon by both the CSO and the District. The District has the right to use the snack bar with prior notice to the CSO for District held events at that park.
- G.** The CSO is responsible for staffing the snack bar(s) with paid or volunteer staff. Volunteers/Staff must be at least 16 years of age and be supervised at all times by an adult 18 years of age or older. The CSO shall be in compliance with state and/or federal labor laws.
- H.** The CSO shall provide other CSO's with ice from the ice machine during league play when requested by the group.
- I.** The CSO shall not allow other outside Organizations to operate snack bars during the term of this agreement.
- J.** Pleasant Valley Fields snack bar operator agrees to be in compliance with staffing the snack bar within two – thousand (2000) “man hours” of volunteer and/or paid work. The CSO shall track the recorded number of hours worked by volunteers and paid staff and provide this information to District staff on a quarterly basis.
- K.** The CSO, after the completion of a term, upon termination, or upon a mutually agreed upon time with the District, must leave all District owned equipment in original working condition and leave all permanent fixture inside snack bar(s).
- ~~**L.**~~ The CSO and District reserve the right to terminate this Snack Bar Agreement with a 60-day written notice. If the organization is terminated from this agreement, any outside food vendors must have prior approval from the District.

ATTACHMENT L

**Penal Code Sections 11165.7 and 11166**

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

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

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

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

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

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

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

written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the statewide child welfare information system. The department shall work with stakeholders to modify reporting forms and the statewide child welfare information system as is necessary to accommodate the changes enacted by these provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j)(1) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or reasonably suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within

subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child that relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send by fax or electronic transmission a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

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

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

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

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

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

(1) A teacher.

(2) An instructional aide.

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

(4) A classified employee of a public school.

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

(22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.

(23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.

(24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.

(25) An unlicensed associate marriage and family therapist registered under Section 4980.44 of the Business and Professions Code.

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

(27) A coroner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c)(1) Except as provided in subdivision (d) and paragraph (2), employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by this article.

This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

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

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

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

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

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

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

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

(date) \_\_\_\_\_ at Camarillo, California.

“District”:

Pleasant Valley Recreation and Park District,  
a California Special District

By: \_\_\_\_\_

Its: General Manager

Date: \_\_\_\_\_

ATTEST:

“CSO”

Community Service Organization Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By (Name):

Its (Title):

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By (Name):

Its (Title):

Date: \_\_\_\_\_

Organization Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Zip)