

**PLEASANT VALLEY RECREATION & PARK DISTRICT
SENIOR CENTER at COMMUNITY CENTER PARK
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
February 7, 2024**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #758

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).
- 5. PRESENTATIONS**
 - A. District Highlights**
 - B. Marketing Updates**
- 6. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Board Meeting of January 3, 2024**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
District's disbursements dated on or before December 31, 2023.
 - C. Financial Reports**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for December 2023.
 - D. Consideration and Adoption of Resolution No. 757 Directing SCI Consulting Group to Prepare the FY 2024-2025 Engineer's Report for the Assessment District**
The purpose of this Engineer's Report is to establish the budget for the services that would be funded by the FY 2024-2025 Assessment.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of an Agreement between the District and Ventura Roller Sports to operate the Freedom Park Roller Hockey Arena

The District would like to enter into a six-month agreement for the operation of the Freedom Park Roller Hockey Arena with Ventura Roller Sports. The Arena is currently open with the exception of reserved times for Ventura Derby Darlins.

Suggested Action: A MOTION to Consider and Approve a six-month Agreement between the District and Ventura Roller Sports to operate the Freedom Park Roller Hockey Arena.

B. Consideration and Approval of Design Options for the Senior and Community Center ADA Improvements Capital Project

Staff will provide a detailed update on the Senior and Community Center Capital/ADA project identified in the 2023-2024 Budget.

Suggested Action: A MOTION to Consider and Recommend design options for staff to provide direction to the Lauterbach team.

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

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

10. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Administration Office – Senior Center
Minutes of Regular Meeting
January 3, 2024**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. PUBLIC COMMENT

Chair Malloy received 6 speaker cards for public comment. Joe Eldridge, Matthew Lohse, Joe Zimmerly, Tim Rosdahl and Stephanie Rosdahl spoke before the Board to show their support for disc golf in Camarillo. They would like to see at least a couple of baskets to start with so that they have a park or parks in Camarillo where families can play the sport.

Stephanie Mottard of Camarillo expressed concern about an ongoing problem at the Mission Oaks Dog Park. She stated that there is a woman from Thousand Oaks who is running her dog-sitting service in the parks with up to 15 dogs and friends who assist her. The dogs are not supervised, and no one cleans up after them. Ms. Mottard said that the woman has verbally and recently physically assaulted her when she was trying to take a video of her, and she is not the only one who has had issues with this woman. Ms. Mottard is asking that something be done to keep this woman from our parks.

6. CONSENT AGENDA

A. Minutes for Regular Board Meeting of December 7, 2023

B. Warrants, Accounts Payable & Payroll

C. Financial Reports

D. Consideration and Approval to Issue Bid Specifications/Request for Proposals for Pool Deck Resurfacing at the Pleasant Valley Aquatic Center

- E. Consideration and Approval to Issue Bid Specifications/Request for Proposals for Tennis Court Resurfacing at Valle Lindo Park
- F. Consideration and Approval to Issue a Request for Proposals for Consulting Services for a Comprehensive Parks and Recreation Master Plan

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

Motion to Approve the Consent Agenda

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

7. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Adoption of Resolution No. 756 Approving Updated Drug and Alcohol Abuse/Substance Abuse in the Workplace Sections of the Personnel Policy Manual and Memorandum of Understanding between the Pleasant Valley Recreation and Park District and SEIU to Comply with Assembly Bill 2188

Human Resources Specialist Kathryn Drewry presented a resolution to update the Personnel Policy Manual and the SEIU MOU regarding the use of cannabis off the job and non-psychoactive cannabis in drug screening tests.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to Adopt Resolution No. 756, replacing the Drug and Alcohol Abuse/Substance Abuse in the Workplace Sections in the 2022 Personnel Policy Manual and the Memorandum of Understanding between the Pleasant Valley Recreation and Park District and the Service Employees International Union, Local 721.

Motion to Approve Resolution 756, Drug & Alcohol Abuse to Comply with AB 2188

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

- B. Consideration and Acknowledgement of Capital and ADA Project Updates

Park Services Manager Matt Parker reviewed capital and ADA projects.

Capital Projects FY 23/24

In-Progress

- Pleasant Valley Fields Sewer Lift Stations
- Fleet Hybrid Vehicle Purchased – waiting for delivery
- Community Center Playground Surface Overlay – Feb/March
- Pleasant Valley Fields Irrigation Pumps – Jan/Feb

- Lokker Park Playground Design & Renovation – Jan Workshop
- Valle Lindo Tennis Court Resurfacing - March
- P.V. Aquatic Center – Pool Deck Slip Resistant Coating – May

Quimby Project - Freedom Pickleball Sports Complex – In-Progress

Senior Center and Auditorium ADA Upgrades and AV Updates

Discussion included whether electrical can go underground at the Freedom Park Pickleball Sports Complex, weekend parking issues, and the acceptance of the Stormwater Pollution Prevention Plan (SWPPP).

C. Board Member Committee Assignments for 2024

Chair Malloy announced the 2024 Board Committee Assignments as follows:

- | | |
|-------------------------------|--------------------------------|
| • Liaison – City of Camarillo | Directors Magner & Malloy |
| • Finance | Directors Dransfeldt & Malloy |
| • Long Range Planning | Directors Dransfeldt & Roberts |
| • Personnel | Directors Magner & Malloy |
| • Policy | Directors Kelley & Magner |
| • Ad Hoc Pickleball | Directors Dransfeldt & Magner |
| • Ad Hoc (as needed) | Directors Magner & Malloy |

Outside Committees

- | | |
|---|---------------------|
| Santa Monica Mountains Conservancy (SMMC) | Director Dransfeldt |
| Ventura County Special District Association (VCSDA) | Director Malloy |
| California Special District Association (CSDA) | Director Magner |

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS

- A. Chair Malloy – Chair Malloy reported on December meetings and programs attended.
- B. California Special District Association – Director Magner stated that they are preparing for 2024 with upcoming meetings.
- C. Santa Monica Mountains Conservancy – Director Dransfeldt stated that the next Zoom meeting will be held on January 22.
- D. Standing Committees – Finance – Director Dransfeldt reviewed the apportionment as compared to last year which was provided by Administrative Services Manager Justin Kiraly. Long Range Planning – Director Roberts reported on the December 14 meeting re the equestrian trail, county easements, bike trails to the Channel Island State University and the Master Plan which is going out for RFP.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt mentioned the January 10 fundraiser at Urbane Café and a February 7 national fundraiser at Panda Express for online orders only. The next board meeting will be February 10 and Director Magner will serve another 1-year term as president, Julie Navarro as vice president and Director Dransfeldt as secretary.
- F. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.

G. Board Members – The Directors updated on the meetings and District events they attended for the month. Director Kelley thanked those who volunteered to help pull weeds at Valle Lindo Park.

9. ADJOURNMENT

Chair Malloy adjourned the meeting at 7:04 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mark Malloy
Chair

CASH REPORT

	12/31/2023 Balance	12/31/2022 Balance
Debt Service - Restricted	\$ 148,882.84	\$ 141,657.49
457 Pension Trust Restricted	\$ 72,390.80	\$ 68,927.10
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,422,267.94	\$ 1,098,173.46
VC Pool Quimby- Restricted	\$ 2,642,575.66	\$ 5,645,496.22
Park Impact Fees	\$ 2,038,015.24	\$ 173,973.48
Miracle League 805	\$ 78,333.38	\$ -
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,416,312.52	\$ 7,141,828.91

Semi-Restricted Funds

Assessment	\$ 1,123,959.35	\$ 1,137,860.32
LAIF - Capital	\$ 1,427,199.77	\$ 1,350,318.77
PacWest/CalCLASS - Capital	\$ 1,937,528.38	\$ 1,840,877.89
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 462,337.09
Contingency - Computer	\$ 25,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 30,000.00	\$ 30,000.00
Total	\$ 6,206,352.39	\$ 6,046,721.87

Unrestricted Funds

Contingency	\$ 2,286,938.12	\$ 3,989,876.04
General Fund Checking	\$ 4,269,229.07	\$ 580,412.77
Total	\$ 6,556,167.19	\$ 4,570,288.81

Total of all Funds

\$ 22,178,832.10 \$ 17,758,839.59

	1/19/2024 Balance	1/31/2023 Balance
Debt Service - Restricted	\$ 148,882.84	\$ 142,179.35
457 Pension Trust Restricted	\$ 72,390.80	\$ 69,178.39
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,420,712.29	\$ 1,100,434.38
VC Pool Quimby- Restricted	\$ 2,642,575.66	\$ 5,645,496.22
Park Impact Fees	\$ 2,038,015.24	\$ 182,350.00
Miracle League 805	\$ 78,333.38	\$ 1,308,373.04
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,414,756.87	\$ 8,461,612.54

Semi-Restricted Funds

Assessment	\$ 1,117,366.76	\$ 1,031,304.10
LAIF - Capital	\$ 1,427,199.77	\$ 1,350,318.77
PacWest/CalCLASS - Capital	\$ 1,937,528.38	\$ 1,847,858.65
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 45,000.00	\$ 30,000.00
Total	\$ 6,352,759.80	\$ 5,947,146.41

Unrestricted Funds

Contingency	\$ 5,863,586.77	\$ 4,006,230.08
General Fund Checking	\$ 686,577.16	\$ 734,638.40
Total	\$ 6,550,163.93	\$ 4,740,868.48

Total of all Funds

\$ 22,317,680.60 \$ 19,149,627.43

Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 December 2023

	Date	Amount	
Accounts Payables:	12/31/2023	\$ 770,886.03	
	Total	\$ 770,886.03	
Payroll (Total Cost):	12/7/2023	\$ 149,142.53	
	12/21/2023	\$ 153,800.56	
	12/22/2023	\$ 1,521.49	Ramos payout
	Total	\$ 304,464.58	
Payroll AP Payments	12/4/2023	\$ 37,019.23	PERS Health Insurance Premium
	12/4/2023	\$ 3,514.33	Guardian
	12/4/2023	\$ 604.65	VSP
	12/4/2023	\$ 2,233.67	Hartford
	12/7/2023	\$ 16,794.27	CALPERS - Ret PR 12/7/2023
	12/22/2024	\$ 17,115.70	CALPERS- Ret-PR-12/21/2023
	Total	\$ 77,281.85	
	Grand Total	\$ 1,152,632.46	

Developer		Project				Quimby Funds		GL Code	
No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date	Assigned
AMLI									
1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00	7/31/2019		8446
2	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 364,574.44		\$ 586,123.38	12/6/2018		8444
3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94		\$ 221,548.94	10/3/2018		8445
TOTALS			\$ 720,600.00	\$ 615,709.00		\$ -			
FAIRFIELD LLC									
1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 1,100,000.00	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	1/31/2020		8459
2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,000,000.00	\$ 411,628.87		\$ 1,746,367.92	11/7/2018		
3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74		\$ 687,402.31			8469
4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90		\$ 636,613.41			8478
5		Senior and Community Rec Fac Project	\$ -	\$ -		\$ 636,613.41			
6		Senior and Community Rec Fac Exterior Proj	\$ -	\$ -		\$ 355,964.21			8480
7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20					
8		Community Center Classroom and Auditorium Enhancements							
9		Freedom Park Parking Lot Enhancement							
10		Freedom Park Landscape and Walking Path							
11		Camarillo Grove Nature Center							
TOTALS			\$ 1,910,000.00	\$ 1,894,525.49		\$ 355,964.21			
ELACORA MISSION OAKS									
1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74	\$ 2,649,209.00	\$ 2,649,209.00	8/8/2021		
2	Arnell Rich Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96		\$ 2,459,321.26	11/3/2016		
3		Pickleball	\$ 1,400,000.00	\$ 274,289.72		\$ 962,679.30	11/5/2020		8464
4		Camarillo Nature Center	\$ 300,000.00	\$ -		\$ 688,389.58			8493
5		Freedom Park Landscape and Walking Path	\$ -	\$ -		\$ 688,389.58			
		Freedom Baseball Fields	\$ -	\$ -		\$ 688,389.58			
TOTALS			\$ 3,200,000.00	\$ 1,960,819.42		\$ 688,389.58			
KB HOMES									
1	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00	8/10/2021		8444
2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 441,984.70			8460
3	Nancy Bush	Nancy Bush Pavilion	\$ 65,000.00	\$ 31,537.74		\$ 244,193.18			8447
4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -		\$ 244,193.18			
5		Dos Caminos Expansion and ADA	\$ -	\$ -		\$ 244,193.18			
TOTALS			\$ 629,500.00	\$ 230,159.82		\$ 244,193.18			
CRESTVIEW									
1		Senior/Community Center ADA	\$ 21,612.25	\$ 15,250.77	\$ 21,612.25	\$ 21,612.25	6/7/2023		8510
TOTALS			\$ 21,612.25	\$ 15,250.77		\$ 6,361.48			
HABITAT FOR HUMANITY									
			\$ -	\$ -	\$ 35,242.00	\$ 35,242.00	3/6/2024		
SHEA HOMES									
1		Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024		8504
TOTALS			\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00			
Williams Homes									
			\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027		
Somis Ranch Phase 1									
			\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	8/5/2027		
Somis Ranch Phase 2									
			\$ 278,100.00	\$ 278,100.00	\$ 278,100.00	\$ 278,100.00	10/20/2027		
Barry 60 LP									
			\$ 313,508.00	\$ 313,508.00	\$ 313,508.00	\$ 313,508.00	3/15/2028		
Grand Total			\$ 7,481,712.25	\$ 4,716,464.50	\$ 11,090,795.40	\$ 6,374,330.90			

Pleasant Valley Recreation and Park District
Park Impact Fee's Collected

FY2022				
Date Received	Amount		Applicant	Project
10/28/2021	\$	158.40	Square One Arch	Messner Filtration
12/20/2021	\$	6,983.00	Art Wahl	Stern Residence
12/21/2021	\$	158,222.80	Levon Ghukasyan	Village at the Park
3/23/2022	\$	6,983.00	Crestview Ranch	Spanish Hills Estates
Total Received	\$	172,347.20		
Interest Earned	\$	11.90		

FY2023				
Date Received	Amount		Applicant	Project
9/29/2022	\$	218.40	Raymond Dickerhoff	Wedgewood Weddings
1/10/2023	\$	7,712.79	Travis Rodriguez	Jenkins Residence
3/6/2023	\$	7,712.79	Michael Dubin	600 Corte Corride
4/25/2023	\$	187.98	Daiva McBride	House of Bamboo
4/28/2023	\$	7,712.79	Phineas Turner	RPD-206
5/4/2023	\$	69.81	Sustainability Engineering Group	Ralph's Fuel Center
5/24/2023	\$	17,511.56	RJ Rieves	Rexford Ind.
5/26/2023	\$	7,945.00	Siamak Rezvani	Crestview
Total Received	\$	49,071.12		
Interest Earned	\$	5,998.78		

FY2024				
Date Received	Amount		Applicant	Project
9/7/2023	\$	1,771,314.00	Grant Williams	RPD-201 Camino Ruiz
11/30/2023	\$	2,060.00	Dillon Merchant	Chick Fil-A
YTD Received	\$	1,773,374.00		
YTD Interest Earned	\$	37,212.24		
Balance as of 1/2024	\$	2,038,015.24		

5-Year Findings Report Due	FY2027 (w/in 180D)
	FY2032 (w/in 180D)
	FY2037 (w/in 180D)
	FY2042 (w/in 180D)

California CLASS

Investment Name	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
California CLASS	1.51%	2.36%	2.61%	3.10%	3.80%	4.19%	4.53%	4.70%	4.77%
	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
California CLASS	5.00%	5.15%	5.23%	5.29%	5.45%	5.48%	5.51%	5.55%	5.54%

- Rates are determined at the end of the month

Ventura County Pool

Investment Name	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Ventura County Pool	1.26%	1.55%	1.73%	1.92%	2.29%	2.74%	3.01%	3.15%	3.11%
	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Ventura County Pool	3.60%	3.49%	3.56%	3.49%	3.51%	3.64%	3.78%	4.02%	4.26%

Local Agency Investment Fund (LAIF)

Investment Name	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Local Agency Investment Fund (LAIF)	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%	2.83%
	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Local Agency Investment Fund (LAIF)	2.87%	2.99%	3.17%	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%

** To be released after packet was prepared*

Pacific Western Bank

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

Pleasant Valley Recreation and Park District
Quarterly Investment Report

Name Of Account	Fiscal Year 2023/2024												Total 2ND Qtr. Of 2023/2024	Total 3RD Qtr. Of 2023/2024	Total 4TH Qtr. Of 2023/2024	Total 2023/2024 Interest	
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24					
LAF Capital #1301		\$ 21,112.31		\$ 21,112.31	\$ 24,438.58									\$ -	\$ -	\$ -	\$ 45,550.89
Ventura County Pool (Restricted -0241)		\$ 21,192.91		\$ 21,192.91	\$ 25,426.56	\$ 25,426.56	\$ 12,520.42							\$ -	\$ -	\$ -	\$ 84,566.45
Pacific West Bank																	
457 Pension	\$ 0.12	\$ 0.11	\$ 0.12	\$ 0.35	\$ 0.11	\$ 0.12	\$ 0.11	\$ 0.34						\$ -	\$ -	\$ -	\$ 0.69
Assessment	\$ 0.25	\$ 0.22	\$ 0.17	\$ 0.64	\$ 0.18	\$ 0.16	\$ 0.21	\$ 0.55						\$ -	\$ -	\$ -	\$ 1.19
Capital	\$ 0.70	\$ 0.71	\$ 0.68	\$ 2.09	\$ 0.70	\$ 0.68	\$ 0.70	\$ 2.08						\$ -	\$ -	\$ -	\$ 4.17
Contingency	\$ 4.65	\$ 4.66	\$ 4.51	\$ 13.82	\$ 4.65	\$ 4.51	\$ 4.66	\$ 13.82						\$ -	\$ -	\$ -	\$ 27.64
Debt Service	\$ 0.19	\$ 0.20	\$ 0.18	\$ 0.57	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.57						\$ -	\$ -	\$ -	\$ 1.14
Quimby	\$ 134.01	\$ 133.53	\$ 129.07	\$ 396.61	\$ 133.24	\$ 128.10	\$ 132.12	\$ 393.46						\$ -	\$ -	\$ -	\$ 790.07
California CLASS																	
457 Pension	\$ 287.26	\$ 311.06	\$ 304.77	\$ 903.09	\$ 318.49	\$ 311.42	\$ 323.07	\$ 952.98						\$ -	\$ -	\$ -	\$ 1,856.07
Assessment	\$ 5,093.51	\$ 5,044.66	\$ 4,732.08	\$ 14,870.25	\$ 2,907.66	\$ 2,383.77	\$ 2,173.51	\$ 7,464.94						\$ -	\$ -	\$ -	\$ 22,335.19
Capital	\$ 8,381.64	\$ 8,666.09	\$ 8,470.98	\$ 25,518.71	\$ 8,852.19	\$ 8,655.81	\$ 8,979.65	\$ 26,487.65						\$ -	\$ -	\$ -	\$ 52,006.36
Contingency	\$ 21,479.15	\$ 20,934.75	\$ 18,742.64	\$ 61,156.54	\$ 16,843.14	\$ 14,385.95	\$ 12,386.48	\$ 43,615.57						\$ -	\$ -	\$ -	\$ 104,772.11
Debt Service	\$ 626.45	\$ 647.71	\$ 633.13	\$ 1,907.29	\$ 661.62	\$ 646.94	\$ 671.15	\$ 1,979.71						\$ -	\$ -	\$ -	\$ 3,887.00
Quimby	\$ 13,453.70	\$ 18,532.78	\$ 18,114.56	\$ 50,101.04	\$ 18,904.60	\$ 18,240.39	\$ 18,564.91	\$ 55,709.90						\$ -	\$ -	\$ -	\$ 105,810.94
Park Impact Fees	\$ 995.49	\$ 1,029.28	\$ 7,127.55	\$ 9,152.32	\$ 9,375.01	\$ 9,166.76	\$ 9,518.15	\$ 28,059.92						\$ -	\$ -	\$ -	\$ 37,212.24
Total	\$ 50,457.12	\$ 97,610.98	\$ 58,260.44	\$ 206,328.54	\$ 107,866.92	\$ 79,351.36	\$ 65,275.33	\$ 252,493.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 458,822.15

Bank Reconciliation

Board Audit

User: Cwebster
 Printed: 01/04/2024 - 9:50AM
 Date Range: 12/01/2023 - 12/31/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: NOV MONTHLY BILLING	12/14/2023	661.44
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE /	12/04/2023	37,019.23
0	CALPERS PENSION	CALPERS: PR 12/7/2023 / PLAN 273	12/07/2023	16,794.27
0	CALPERS PENSION	CALPERS: PR 12/21/2023 / PLAN 96	12/22/2023	17,115.70
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE 88 PMT/ PR 12/7/2023	12/07/2023	3,676.56
0	EMPLOYMENT DEVELOPMENT DI	EDD: STATE W/H / PR 12/21/2023	12/22/2023	3,655.58
0	GUARDIAN	GUARDIAN: DENTAL BILL PERIO	12/04/2023	3,514.33
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD: BILL PERIOD DEC 20	12/04/2023	2,233.67
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 PMT / PR 12/7/2023	12/07/2023	23,792.07
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS / PR 12/22/2023 - RAMC	12/22/2023	24,122.58
0	VSP	VSP: BILL PERIOD / DEC 2023	12/04/2023	604.65
26688	FRANCHISE TAX BOARD	FTB: KAISER, EDWARD/ ACCT# 56	12/07/2023	372.67
26693	BUENAVENTURA DOG TRAINING	BUENAVENTURA DOG TRAINING	12/07/2023	200.00
26694	CAMARILLO QUILTERS ASSOC.	CAM QUILTERS ASSOC: CLEANIN	12/07/2023	50.00
26702	MARIA NUNEZ	NUNEZ, M: CLEANING DEP REFU	12/07/2023	50.00
26722	HUB INTERNATIONAL INSURANC	HUB: LIAB INSURANCE / NOV 202	12/14/2023	949.00
26736	FRANCHISE TAX BOARD	FTB: KAISER, EDWARD A. / ACCT:	12/21/2023	372.67
26746	CAPRI	CAPRI: WORK COMP / 3RD QTR B	12/29/2023	59,146.00
26748	CATHERINE CRISTOBAL	CRISTOBAL, C: CLEANING DEP R	12/29/2023	50.00
Total for Department: 00 Non Departmentalized				194,380.42
Department: 03 Recreation				
0	AMAZON	AMAZON: SUPPLIES	12/14/2023	2,812.45
0	AMAZON	AMAZON: SUPPLIES	12/28/2023	1,065.55
0	CREW PROTECTION 1.0	CREW PROTECTION: PRIVATE SE	12/28/2023	385.00
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	12/14/2023	497.25
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERC	12/29/2023	600.60
0	ESTELA LIZARRAGA	LIZARRAGA, E: NOVEMBER CLA	12/14/2023	458.25
0	JANET SNYDER	SNYDER, J: DANCE 10 / 6 ENROLL	12/29/2023	184.80
0	MACY TRUEBLOOD	TRUEBLOOD, M: NOV & DEC 2023	12/29/2023	43.56
0	NICHOLAS CASTRO	CASTRO, N: NOV/DEC MILEAGE I	12/29/2023	15.72
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE DEC 20	12/29/2023	377.00
0	SOCAL GAS COMPANY	SCG: SVC DATE 2023-10/24 - 11/25	12/01/2023	3,531.89
0	US BANK	US BANK: CAL CARD STMT DATE	12/07/2023	496.06
26691	ALL GOOD DRIVING SCHOOL, INC	ALL GOOD DRIVING: DRIVERS EI	12/07/2023	30.10
26697	DOLLFACE ENTERTAINMENT, INC	DOLLFACE ENTERTAINMENT: SA	12/07/2023	665.39
26703	POPPIN SOCAL LLC.	POPPIN SOCAL: MICHELLE HOLM	12/07/2023	563.06
26704	SCSBOA	SCSBOA: BAND COMPETITION JU	12/07/2023	1,400.00
26705	BRYAN STANGE	STANGE, B: 805 GRINCH / 2023 CA	12/07/2023	900.00
26723	ROBERT INGLIS	INGLIS, R: SCUBA CLASS / 2 ENR	12/14/2023	78.00
26730	TEAMSIDELINE.COM	TEAM SIDELINE: ANNUAL FEE SC	12/14/2023	599.00
26731	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES:	12/14/2023	2,398.04
26732	ULINE	ULINE: A-FRAME	12/14/2023	962.45
26733	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: BASKETBA	12/14/2023	1,012.38
26744	BINGO WEST #4	BINGO WEST: BINGO SUPPLIES	12/29/2023	549.46
26745	CANON SOLUTIONS AMERICA INC	CANON: INK TANK	12/29/2023	1,602.65
26750	ELITE COMMUNICATION	ELITE COMMUNICATIONS: PRINT	12/29/2023	297.30
26753	CLIFTON G. GORE JR.	GORE, C: TAI CHI CLASSES / 43 E	12/29/2023	3,996.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26757	MARK-IT PLACE	MARK-IT-PLACE: BAND COMPET	12/29/2023	371.07
26759	BRYAN MONKA	MONKA, B: SOCCER CLASS / 5 EN	12/29/2023	447.85
26764	MARIO SANCHEZ	SANCHEZ, M: FALL 2023 HEAD U	12/29/2023	250.00
26768	IRENE YANG	YANG, I: SUCCELENT POTTING C	12/29/2023	81.90
26769	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE	12/29/2023	867.10
26770	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: BASKETBA	12/29/2023	694.20
26771	DANIEL E. HOWARD	HOWARD, D: JU-JITSU CLASS / 12	12/29/2023	631.80

Total for Department: 03 Recreation

28,866.73

Department: 04 Parks

0	ADAM WHEAT	WHEAT, A: PANTS REIMB	12/14/2023	200.00
0	ARAMSCO INC.	ARAMSCO: JANITORIAL SUPPLIE	12/28/2023	36.99
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	12/04/2023	52,946.90
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 3114313	12/14/2023	11.45
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: NOV 2023 BILLING	12/14/2023	4,459.31
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: DEC 2023 BILLING	12/28/2023	4,459.31
0	FERGUSON ENTERPRISES INC. #1:	FERGUSON: PLUMBING / PITTS R	12/14/2023	128.70
0	GAMETIME	GAMETIME: PLAYGROUND PART	12/14/2023	330.84
0	GRAINGER	GRAINGER: ADA SIGN / FREEDOM	12/14/2023	174.69
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES	12/28/2023	870.25
0	SOCAL GAS COMPANY	SCG: SVC DATE 2023-10/27 - 11/29	12/01/2023	811.52
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-10/12 - 11/12	12/04/2023	7,783.90
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2023-10/31 - 11/30	12/19/2023	9,509.63
0	SPRINT/TMOBILE	T MOBILE: NOV 2023 BILLING	12/28/2023	316.30
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: BILL DATE 2023-11/	12/14/2023	179.97
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR / SINK / FR	12/28/2023	396.99
0	US BANK	US BANK: CAL CARD STMT DATE	12/07/2023	2,190.43
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2023-10/31 - 11/30	12/14/2023	577.18
0	WEX BANK	WEX BANK: FUEL PURCHASES N	12/14/2023	5,403.27
26692	B & B DO IT CENTER	B&B: LIGHTS RETURNED / COM	12/07/2023	150.53
26695	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLING S	12/07/2023	460.04
26696	DOG WASTE DEPOT	DOG WASTE DEPOT: DOG WASTE	12/07/2023	3,610.04
26699	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	12/07/2023	600.00
26706	STATE OF CALIFORNIA/ENERGY R	STATE OF CA: ENERGY RESOURC	12/07/2023	3,214.17
26708	ADVANCED SANITATION	ADVANCED SANITATION: PUMPE	12/14/2023	2,295.00
26710	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF: HERBICIDE / SHOP	12/14/2023	674.09
26712	AGRX	AGRX: FERTILIZER / MISSION OA	12/14/2023	405.41
26714	B & B DO IT CENTER	B&B: PAINT SUPPLIES / SHOP	12/14/2023	361.39
26715	CALIFORNIA ELECTRIC COMPAN	CALIF ELECTRIC CO: ELECTRICA	12/14/2023	1,325.00
26716	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: PRU	12/14/2023	21.82
26717	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2023-10/31	12/14/2023	13,516.85
26720	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	12/14/2023	527.08
26721	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW: SVC DATE NOV 202	12/14/2023	85.98
26722	HUB INTERNATIONAL INSURANC	HUB: LIAB INSURANCE / NOV 202	12/14/2023	-79.51
26724	KELLY'S AFFORDABLE PORTABLE	KELLY'S PORTABLES: PORTA POT	12/14/2023	763.70
26726	NAPA AUTO PARTS	NAPA: ELECTRONIC CLEANER	12/14/2023	400.24
26735	LESLIE S. GILMER III	SG MASONRY: R&R DAMAGED C	12/15/2023	3,575.00
26738	VENTURA COUNTY ROSE SOCIET	VC ROSE SOCIETY: REPL CK/ REF	12/20/2023	186.00
26742	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: N	12/29/2023	947.39
26743	B & B DO IT CENTER	B&B: POWER STRIP / MISSION OA	12/29/2023	440.67
26747	COUNTY OF VENTURA	COUNTY OF VENTURA: REVENUI	12/29/2023	87.50
26749	DIAL SECURITY	DIAL SECURITY: CLEANING DEP	12/29/2023	123.83
26751	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITES: HARD FL	12/29/2023	713.64
26752	FLO-SERVICES INC.	FLO-SERVICES: CENTRAL SEWAC	12/29/2023	48,653.39
26755	KASTLE KARE	KASTLE KARE: GOPHER MONLTY	12/29/2023	600.00
26756	KELLY'S AFFORDABLE PORTABLE	KELLY'S AFFORDABLE PORTABLE	12/29/2023	785.90
26760	NAPA AUTO PARTS	NAPA AUTO PARTS: BRAKE DRUM	12/29/2023	706.41
26763	PHOENIX GROUP INFORMATION S	PHOENIX GROUP: ADMIN SEPT 20	12/29/2023	330.25
26766	TURF STAR INC.	TURF STAR: ROLLER DECK/SPAC	12/29/2023	323.03

Total for Department: 04 Parks

176,592.47

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNER: LEGAL SVC	12/07/2023	5,487.00
0	AMAZON	AMAZON: SUPPLIES	12/14/2023	83.86
0	AMAZON	AMAZON: OFFICE SUPPLIES	12/28/2023	34.31
0	AMILIA TECHNOLOGIES USA, INC	AMILIA: BILLING ACTIVITY / NO'	12/04/2023	3,443.90
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE /	12/04/2023	133.17
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: EQUIP-POU COOLER	12/14/2023	35.00
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	12/29/2023	102.76
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: DEC 2023 MO	12/28/2023	573.19
0	QUADIANT FINANCE USA INC.	QUADIANT FINANCE: POSTAGE	12/28/2023	250.00
0	QUADIANT LEASING USA, INC.	QUADIANT LEASING: LEASE COV	12/28/2023	261.41
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2023-11/17	12/14/2023	17.08
0	SPECTRUM BUSINESS	SPECTRUM: CABLE SVC 2023-12/1	12/28/2023	17.08
0	SPRINGBROOK HOLDING CO LLC	SPRINGBROOK: ESS MODULE	12/14/2023	330.75
0	SPRINT/TMOBILE	T MOBILE: NOV 2023 BILLING	12/28/2023	54.30
0	STAPLES BUSINESS ADVANTAGE	STAPLES: LOGICTECH WEBCAM	12/14/2023	40.73
0	US BANK	US BANK: CAL CARD STMT DATE	12/07/2023	1,753.58
0	WATER & SANITATION SERVICES	W&S: SVC DATE 2023-10/31 - 11/30	12/14/2023	0.75
26707	ACCU-PRINTS/M&L PARTNERSHIP	ACCU-PRINTS: ROLLING FEE / SII	12/14/2023	15.00
26709	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: PHONE S	12/14/2023	1,572.77
26713	ALLCONNECTED, INC.	ALLCONNECTED: ,MONTHLY BIL	12/14/2023	3,836.14
26714	B & B DO IT CENTER	B&B: AED INSTALL / PV FIELDS	12/14/2023	81.95
26718	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY: NOV 2023	12/14/2023	360.00
26719	CITY OF CAMARILLO- CASHIER	CITY OF CAM: 1 LIVESCAN PROC	12/14/2023	32.00
26725	MARK-IT PLACE	MARK-IT-PLACE: PORTFOLIOS/G.	12/14/2023	238.58
26728	SOLV BUSINESS SOLUTIONS	SOLV: YEAR END FORMS	12/14/2023	264.60
26729	CODY SWANSON	SWANSON, C: INTERPRETIVE HIK	12/14/2023	62.50
26740	ALLCONNECTED, INC.	ALLCONNECTED: BARRACUDA C	12/21/2023	462.50
26746	CAPRI	CAPRI: 2ND HALF CONTRIBUTIO	12/29/2023	188,794.00
26758	MARTINO'S CATERING CORP.	MARTINO'S CATERING: END OF S	12/29/2023	1,203.88
26767	DAVID WEMYSS	PROVEN PRINT SERVICES: LANY	12/29/2023	308.58
Total for Department: 05 Administration				209,851.37
Total for Fund:10 General Fund				609,690.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
26690	AGROMIN PREMIUM SOIL PRODU	AGROMIN: TOPPER / PV FIELDS	12/07/2023	10,888.11
26698	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITIES: JANITOI	12/07/2023	9,176.35
26701	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: N	12/07/2023	16,659.27
26711	AGROMIN PREMIUM SOIL PRODU	AGROMIN: TOPPER / PV FIELDS	12/14/2023	14,517.48
26727	SHOWSCAPES, INC	SHOWSCAPES: LANDSCAPE NOV	12/14/2023	21,373.33
26741	AGROMIN PREMIUM SOIL PRODU	AGROMIN: TOPPER / PV FIELDS	12/29/2023	10,888.11
26751	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITES: JANITOR	12/29/2023	7,255.06
26761	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: E	12/29/2023	16,659.27
26765	SHOWSCAPES, INC	SHOWSCAPES: LANDSCAPE DEC	12/29/2023	21,373.33
Total for Department: 00 Non Departmentalized				128,790.31
Total for Fund:20 Assessment Fund				128,790.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	AMAZON	AMAZON: WIRES/CABLES	12/28/2023	411.58
0	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2023-10/	12/14/2023	246.81
0	PROJECTOR PEOPLE	PROJECTOR PEOPLE: PROJECTOR	12/07/2023	7,791.71
0	PROJECTOR PEOPLE	PROJECTOR PEOPLE: LENS	12/14/2023	2,374.51
26700	LAUTERBACH & ASSOCIATES, INC	LAUTERBACH: PROFESSIONAL S	12/07/2023	8,637.22
26739	ADVANCED GEOTECHNICAL SER	ADV GEOTECHNICAL SVC: COMF	12/21/2023	1,500.00
26743	B & B DO IT CENTER	B&B: CABLE / FASTENERS	12/29/2023	104.43
26762	PACIFIC ROCK, INC.	PACIFIC ROCK: FLOAT ROCK EXC	12/29/2023	3,825.13
Total for Department: 00				24,891.39
Total for Fund:30 Park Dedication Fund				24,891.39

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 60 Restricted Donations				
Department: 04 Parks				
26754	HUGHES GENERAL ENGINEERINC	HUGHES GENERAL ENG: FINAL P	12/29/2023	68,000.92
Total for Department: 04 Parks				68,000.92
Total for Fund:60 Restricted Donations				68,000.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		831,373.61

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

TO: BOARD OF DIRECTORS

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

DATE: February 7, 2024

SUBJECT: FINANCE REPORT DECEMBER 2023

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH DECEMBER 31, 2023

The District's Statements of Revenues and Expenditures for the period of December 1, 2023, through December 31, 2023 with a year-to-date comparison for the period of December 1, 2022 through December 31, 2022 are attached. The percentage rate used is 50% for Period 6 of the current fiscal year.

REVENUES

Total revenue including the 6th month ending December 31, 2023, for Fund 10 (General Fund) has an overall increase of \$1,017,025 in comparison to Fiscal Year 2022-2023. The variance from the prior year includes: 1) increase in total Tax Apportionment (5110-5120) of \$436,120, 2) increase in Rentals (5530) of \$192,033, 3) increase in Public Fees (5510-5520) received of \$116,449, and 4) increase in Interest Revenue (5310) received of \$165,528. The increase in Tax Apportionment is mostly due to higher home sales in 2022-2023. The increase in Rentals is due to increases in rental fees. Public fees have seen an increase due to continued interest from residents in District offered services, such as Camp Funtastic. Interest rates continue to stay significantly higher than last year, leading to increased returns.

Total revenue recorded for Fund 20 for December 2023, the Assessment District Fund, was \$742,174, overall year to date increase of \$38,706 from year prior.

Total revenue recorded for Fund 30 for December 2023, the Quimby Fund, was \$31,217 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for December 2023, the Park Impact Fees Fund, was \$9,518 in interest and \$2,060 in Park Impact Fees. Park Impact Fees are only collected when certain requirements are met for whenever additional square footage is added to either residential or commercial properties, following certain criteria.

Total revenue recorded for Fund 50 for December 2023, the Community Development Block Grant (CDBG) Food Share Fund, was \$14,151. Reimbursement requests are made on a quarterly basis.

Total revenue recorded for Fund 60 for December 2023, the Restricted Donations Fund, was \$5.84 in interest. Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds.

EXPENDITURES

Fund 10 Personnel Expenditures: Excluding the Unfunded Liability payment to CalPERS (6170) of \$494,762, there was an increase in salaries and benefits year-over-year of \$79,735. This is due to the filling of positions that were vacant last year as well as cost of living and merit increases.

Fund 10 Service and Supply Expenditures show an increase of \$561,502 in comparison to the same period last year.

Excluding reserves, the increase in Services and Supplies year-to-date is \$543,705. This increase includes Approp Redev/Collection Fees (6960) being \$161,931 more than last year since these fees are a percentage of Tax Apportionment, Insurance Liability (6410) being \$87,810 more than last year, an increase in Utilities – Electric (7830) of \$34,291 due to payment for energy saving service from Utility Cost Management that was not incurred last fiscal year, an increase in Professional Services (7100) of \$24,042 due to incorrect account recording of Summer Concert Series in 2023, and an increase in COP Debt – PV Fields (7950) of \$133,265.89 due to increased costs of Pleasant Valley Fields maintenance requiring paying more of the COP Debt for Pleasant Valley Fields from the General Fund instead of Assessment, in order to free up funds in the Assessment Fund 20 budget.

Fund 10 Capital Expenditures shows an increase of \$29,423 in comparison to the same period last year.

Fund 10 Total Expenditures year-to-date are \$657,046 more compared to this point last year.

Fund 20 Expenditures are \$81,519 in Personnel and \$687,907 in Services and Supplies in total as of this month. Total expenditures are \$43,661 less than this time last year, due to the reallocation of COP Debt being paid from the General Fund in order to free up funds for contracted services.

Fund 30 has Expenditures of \$15,031 for the Freedom Park Pickleball Sports Complex and \$10,682 for the Senior Center Improvements this month.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$2,895 and Services and Supplies Expenses of \$0 for this month. The District received an additional allocation of funds for CDBG to purchase supplies for future use. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo.

Fund 60 has Expenditures of \$68,001 for this month.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 53.35%, Fund 20 by 40.46%, Fund 30 by 94.77%, and Fund 50 by 45.24%. Fund 60 is over budget by 0.32%. Fund 40 had no budget and no expenses.

RECOMMENDATION

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

ATTACHMENTS

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

General Ledger
Fund 10 General Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110	\$ 4,515,443.96	\$ 4,273,973.15	\$ 4,515,443.96	\$ 8,109,714.00	\$ 3,594,270.04	55.68%
Tax Apport - Cur Year Unsec	5120	\$ 194,649.06	\$ -	\$ 194,649.06	\$ -	\$ (194,649.06)	-
Interest Earnings	5310	\$ 22,366.01	\$ 42,577.98	\$ 208,106.07	\$ 300,000.00	\$ 91,893.93	69.37%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Park Patrol Citations	5506	\$ 349.98	\$ 1,418.39	\$ 2,236.80	\$ 2,300.00	\$ 63.20	97.25%
Bingo - Primary Revenue	5508	\$ 1,938.00	\$ 10,219.55	\$ 11,536.00	\$ 19,750.00	\$ 8,214.00	58.41%
Excess Bingo Revenue	5509	\$ 307.00	\$ 8,391.00	\$ 2,919.00	\$ 1,800.00	\$ (1,119.00)	162.17%
Contract Classes-Public Fees	5510	\$ 9,289.76	\$ 80,441.38	\$ 129,790.46	\$ 183,357.00	\$ 53,566.54	70.79%
Public Fees	5511	\$ 7,187.50	\$ 145,632.55	\$ 210,872.84	\$ 305,964.00	\$ 95,091.16	68.92%
Public Fees-Entry Fees	5520	\$ 3,976.00	\$ 22,405.00	\$ 24,264.50	\$ 41,600.00	\$ 17,335.50	58.33%
Vending Concessions	5525	\$ -	\$ 952.25	\$ -	\$ 1,450.00	\$ 1,450.00	0.00%
Rental	5530	\$ 52,894.53	\$ 188,071.75	\$ 380,104.51	\$ 550,793.00	\$ 170,688.49	69.01%
Cell Tower Revenue	5535	\$ 13,214.98	\$ 53,967.79	\$ 86,523.71	\$ 159,600.00	\$ 73,076.29	54.21%
Parking Fees	5540	\$ 545.39	\$ 8,259.24	\$ 18,425.97	\$ 17,350.00	\$ (1,075.97)	106.20%
Advertising Revenue	5555	\$ 3,200.00	\$ 3,000.00	\$ 4,100.00	\$ 6,000.00	\$ 1,900.00	68.33%
Sponsorships/Donations	5558	\$ -	\$ -	\$ 4,807.47	\$ 2,500.00	\$ (2,307.47)	192.30%
Special Event	5561	\$ -	\$ 56,205.55	\$ 22,303.19	\$ 125,120.00	\$ 102,816.81	17.83%
Staffing Cost Recovery - Parks	5563	\$ 4,811.00	\$ 15,993.00	\$ 18,564.50	\$ 41,212.00	\$ 22,647.50	45.05%
Special Event Permits	5564	\$ 140.00	\$ 600.00	\$ 1,690.00	\$ 1,100.00	\$ (590.00)	153.64%
Security Services - Recovery	5566	\$ 1,750.00	\$ 2,431.00	\$ 4,675.00	\$ 5,000.00	\$ 325.00	93.50%
Contributions	5570	\$ 37.50	\$ -	\$ 361.32	\$ 716.50	\$ 355.18	50.43%
Other Misc Revenue	5575	\$ 3,335.14	\$ 26,669.98	\$ 52,926.69	\$ 35,250.00	\$ (17,676.69)	150.15%
Restricred Donation	5576	\$ -	\$ -	\$ 5,098.00	\$ 5,098.00	\$ -	100.00%
Incentive Income	5585	\$ 19.96	\$ 1,531.20	\$ 855.78	\$ 1,700.00	\$ 844.22	50.34%
Reimbursement - ROPS	5600	\$ -	\$ 101,763.06	\$ 161,273.64	\$ 350,000.00	\$ 188,726.36	46.08%
Revenue		\$ 4,835,455.77	\$ 5,044,503.82	\$ 6,061,528.47	\$ 10,282,374.50	\$ 4,220,846.03	58.95%
YTD Comparison				\$ 1,017,024.65			
Personnel							
Full Time Salaries	6100	\$ 195,824.46	\$ 1,203,690.09	\$ 1,262,126.96	\$ 2,804,745.00	\$ 1,542,618.04	45.00%
Overtime Salaries	6101	\$ 1,650.27	\$ 8,195.38	\$ 10,827.58	\$ 28,035.00	\$ 17,207.42	38.62%
Car Allowance	6105	\$ 825.52	\$ 5,399.81	\$ 4,953.12	\$ 7,600.00	\$ 2,646.88	65.17%
Cell Phone Allowance	6108	\$ 964.00	\$ 7,342.91	\$ 6,545.07	\$ 15,960.00	\$ 9,414.93	41.01%
Part-Time Salaries	6110	\$ 27,619.50	\$ 220,733.32	\$ 239,167.58	\$ 628,173.00	\$ 389,005.42	38.07%
Retirement	6120	\$ 33,280.90	\$ 198,272.95	\$ 215,683.27	\$ 532,840.00	\$ 317,156.73	40.48%
457 Pension	6121	\$ 87.17	\$ 20,899.83	\$ 6,476.30	\$ 10,000.00	\$ 3,523.70	64.76%
Deferred Compensation	6125	\$ 399.46	\$ 2,340.74	\$ 2,396.76	\$ 5,193.00	\$ 2,796.24	46.15%
Employee Insurance	6130	\$ 28,482.18	\$ 148,220.11	\$ 152,839.37	\$ 432,616.00	\$ 279,776.63	35.33%
Workers Compensation	6140	\$ 12,312.14	\$ 78,987.06	\$ 73,932.91	\$ 186,770.00	\$ 112,837.09	39.59%
Unemployment Insurance	6150	\$ -	\$ 1,132.00	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 508,376.00	\$ 494,762.00	\$ 494,762.00	\$ -	100.00%
Personnel		\$ 301,445.60	\$ 2,403,590.20	\$ 2,469,710.92	\$ 5,156,694.00	\$ 2,686,983.08	47.89%
YTD Comparison				\$ 66,120.72			
Services and Supplies							
Telephone/Internet	6210	\$ 1,972.40	\$ 9,946.66	\$ 11,024.27	\$ 21,692.00	\$ 10,667.73	50.82%
IT Services	6220	\$ 4,298.64	\$ 27,848.47	\$ 33,132.74	\$ 64,298.00	\$ 31,165.26	51.53%
IT Hardware	6230	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Hardware/Software Services	6240	\$ 3,819.80	\$ 29,478.31	\$ 32,838.04	\$ 73,586.00	\$ 40,747.96	44.63%
Pool Chemicals	6310	\$ -	\$ 2,315.27	\$ 2,993.59	\$ 7,250.00	\$ 4,256.41	41.29%
Janitorial Supplies	6320	\$ 36.99	\$ 22,501.62	\$ 22,948.62	\$ 49,800.00	\$ 26,851.38	46.08%
Kitchen Supplies	6330	\$ -	\$ 74.84	\$ 121.36	\$ 700.00	\$ 578.64	17.34%
Food Supplies	6340	\$ 496.06	\$ 3,372.49	\$ 3,650.14	\$ 6,625.00	\$ 2,974.86	55.10%
Water Maint & Service	6350	\$ 46.45	\$ 442.93	\$ 391.65	\$ 900.00	\$ 508.35	43.52%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 144.00	\$ 1,120.00	\$ 976.00	12.86%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,390.00	\$ 1,390.00	0.00%
Insurance Liability	6410	\$ 188,794.00	\$ 289,778.00	\$ 377,588.00	\$ 377,588.00	\$ -	100.00%
Equipment Maintenance	6500	\$ -	\$ 24.54	\$ 1,629.02	\$ 1,600.00	\$ (29.02)	101.81%
Fuel	6510	\$ 5,663.83	\$ 30,658.11	\$ 31,563.22	\$ 68,475.00	\$ 36,911.78	46.09%
Vehicle Maintenance	6520	\$ 2,340.36	\$ 19,612.01	\$ 25,316.36	\$ 38,100.00	\$ 12,783.64	66.45%
Building Repair	6610	\$ 13,232.08	\$ 24,675.96	\$ 33,636.09	\$ 67,500.00	\$ 33,863.91	49.83%
HVAC Maintenance/Repairs	6620	\$ -	\$ 1,201.01	\$ 2,392.17	\$ 8,820.00	\$ 6,427.83	27.12%
Playground Maintenance	6630	\$ 330.84	\$ -	\$ 5,515.14	\$ 35,000.00	\$ 29,484.86	15.76%
Grounds Maintenance	6710	\$ (3,459.91)	\$ 37,312.92	\$ 44,009.79	\$ 101,220.00	\$ 57,210.21	43.48%
Tree Care	6719	\$ -	\$ 12,576.60	\$ 28,072.33	\$ 30,000.00	\$ 1,927.67	93.57%
Contracted LS Services	6720	\$ -	\$ -	\$ 198.40	\$ -	\$ (198.40)	-
Contracted Pest Control	6730	\$ 600.00	\$ 3,000.00	\$ 1,800.00	\$ 4,020.00	\$ 2,220.00	44.78%
Rubbish & Refuse	6740	\$ 10,326.05	\$ 31,721.82	\$ 33,625.00	\$ 84,330.00	\$ 50,705.00	39.87%
Vandalism/Theft	6750	\$ -	\$ 292.98	\$ 1,147.53	\$ 1,000.00	\$ (147.53)	114.75%
Memberships	6810	\$ -	\$ 14,192.82	\$ 14,315.00	\$ 16,952.00	\$ 2,637.00	84.44%
Office Supplies	6910	\$ 3,004.46	\$ 1,999.77	\$ 11,830.07	\$ 33,950.00	\$ 22,119.93	34.85%
Postage Expense	6920	\$ 250.00	\$ 12,157.50	\$ 11,827.46	\$ 18,700.00	\$ 6,872.54	63.25%

General Ledger
Fund 10 General Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Advertising Expense	6930	\$ -	\$ 147.38	\$ 535.00	\$ 3,040.00	\$ 2,505.00	17.60%
Printing Charges	6940	\$ 573.19	\$ 4,116.62	\$ 3,650.01	\$ 13,126.00	\$ 9,475.99	27.81%
Bank & Registration Fees	6950	\$ 128.64	\$ 1,548.67	\$ 554.38	\$ 3,920.00	\$ 3,365.62	14.14%
Approp Redev/Collection Fees	6960	\$ 472,118.07	\$ 320,107.31	\$ 482,038.07	\$ 684,039.00	\$ 202,000.93	70.47%
Minor Furn Fixture & Equip	6980	\$ 506.04	\$ 784.23	\$ 1,238.64	\$ 25,237.00	\$ 23,998.36	4.91%
Fingerprint Fees (HR)	7010	\$ 47.00	\$ 860.00	\$ 438.00	\$ 3,360.00	\$ 2,922.00	13.04%
Fire & Safety Insp Fees	7020	\$ -	\$ 144.11	\$ 304.00	\$ 6,675.00	\$ 6,371.00	4.55%
Permit & Licensing Fees	7030	\$ -	\$ 4,249.25	\$ 5,970.53	\$ 7,300.00	\$ 1,329.47	81.79%
Professional Services	7100	\$ -	\$ 4,290.00	\$ 27,322.13	\$ 270,200.00	\$ 242,877.87	10.11%
Legal Services	7110	\$ 5,487.00	\$ 30,059.47	\$ 38,515.75	\$ 90,000.00	\$ 51,484.25	42.80%
Typeset and Print Services	7115	\$ -	\$ 22,907.72	\$ 11,681.76	\$ 36,600.00	\$ 24,918.24	31.92%
Instructor Services	7120	\$ 10,020.58	\$ 61,735.89	\$ 76,552.74	\$ 108,902.00	\$ 32,349.26	70.30%
PERS Admin Fees	7125	\$ 133.17	\$ 593.82	\$ 861.09	\$ 2,200.00	\$ 1,338.91	39.14%
Audit Services	7130	\$ -	\$ 11,500.00	\$ 7,750.00	\$ 17,425.00	\$ 9,675.00	44.48%
Medical & Health Svcs	7140	\$ 360.00	\$ 2,613.44	\$ 840.00	\$ 10,720.00	\$ 9,880.00	7.84%
Security Services	7150	\$ 508.83	\$ 1,470.00	\$ 3,167.83	\$ 7,122.00	\$ 3,954.17	44.48%
Entertainment Services	7160	\$ 1,565.39	\$ 432.25	\$ 4,573.26	\$ 4,300.00	\$ (273.26)	106.35%
Business Services	7180	\$ 13,594.70	\$ 33,778.90	\$ 50,521.04	\$ 95,805.00	\$ 45,283.96	52.73%
Umpire/Referee Services	7190	\$ 250.00	\$ 1,150.00	\$ 965.00	\$ 1,700.00	\$ 735.00	56.76%
Subscriptions	7210	\$ 11.98	\$ 169.95	\$ 1,171.60	\$ 2,375.00	\$ 1,203.40	49.33%
Rents & Leases - Equip	7310	\$ (1,938.60)	\$ 3,727.81	\$ 9,498.91	\$ 48,720.00	\$ 39,221.09	19.50%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Division Supplies	7410	\$ 6,390.39	\$ 2,509.74	\$ 12,790.48	\$ 30,365.00	\$ 17,574.52	42.12%
Program/Event Supplies	7420	\$ -	\$ 3,156.51	\$ -	\$ -	\$ -	-
Bingo Supplies	7430	\$ 620.17	\$ 2,122.75	\$ 1,350.80	\$ 4,800.00	\$ 3,449.20	28.14%
Sporting Goods	7440	\$ -	\$ 1,738.64	\$ 1,666.58	\$ 8,400.00	\$ 6,733.42	19.84%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 1,575.00	\$ 1,575.00	0.00%
Training Supplies	7460	\$ -	\$ 80.00	\$ -	\$ 3,970.00	\$ 3,970.00	0.00%
Small Tools	7500	\$ -	\$ 1,292.52	\$ 1,012.58	\$ 6,000.00	\$ 4,987.42	16.88%
Safety Supplies	7510	\$ -	\$ 521.20	\$ 585.67	\$ 4,415.00	\$ 3,829.33	13.27%
Uniform Allowance	7610	\$ 327.31	\$ 7,519.69	\$ 4,753.37	\$ 15,790.00	\$ 11,036.63	30.10%
Safety Clothing	7620	\$ -	\$ 796.05	\$ 577.79	\$ 5,404.00	\$ 4,826.21	10.69%
Conference&Seminar Staff	7710	\$ -	\$ 10,867.41	\$ 5,668.00	\$ 19,665.00	\$ 13,997.00	28.82%
Conference&Seminar Board	7715	\$ 65.00	\$ 110.00	\$ 815.00	\$ 2,625.00	\$ 1,810.00	31.05%
Conference&Seminar Travel Exp	7720	\$ 1,036.16	\$ 3,264.64	\$ 3,240.13	\$ 6,067.00	\$ 2,826.87	53.41%
Out of Town Travel Board	7725	\$ -	\$ 828.30	\$ 351.23	\$ 2,970.00	\$ 2,618.77	11.83%
Private Vehicle Mileage	7730	\$ 59.28	\$ 913.19	\$ 199.19	\$ 4,847.00	\$ 4,647.81	4.11%
Buses/Excursions	7750	\$ -	\$ 4,900.89	\$ 6,888.43	\$ 11,400.00	\$ 4,511.57	60.42%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 4,343.41	\$ 15,962.63	\$ 13,613.08	\$ 49,133.00	\$ 35,519.92	27.71%
Utilities - Water	7820	\$ 66,305.17	\$ 385,358.60	\$ 388,783.40	\$ 786,277.00	\$ 397,493.60	49.45%
Utilities - Electric	7830	\$ 17,293.53	\$ 70,300.66	\$ 104,591.40	\$ 232,694.00	\$ 128,102.60	44.95%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 1,010.69	\$ 8,039.69	\$ 4,306.63	\$ 18,190.00	\$ 13,883.37	23.68%
Meals for Staff Training	7920	\$ 83.46	\$ 484.88	\$ 558.63	\$ 3,500.00	\$ 2,941.37	15.96%
Employee Morale	7930	\$ 1,582.77	\$ 763.32	\$ 1,929.44	\$ 5,500.00	\$ 3,570.56	35.08%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ 133,265.89	\$ 343,214.00	\$ 209,948.11	38.83%
Reserve Vehicle Fleet	7970	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	100.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	-
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	100.00%
Services and Supplies		\$ 834,235.38	\$ 1,738,305.76	\$ 2,299,807.45	\$ 4,297,243.00	\$ 2,150,435.55	53.52%
YTD Comparison				\$ 561,501.69			
Capital							
General Capital	8400	\$ -	\$ -	\$ 5,380.00	\$ 25,000.00	\$ 19,620.00	21.52%
Equip/Facility Replacement	8420	\$ -	\$ 55,497.82	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Dog Park	8502	\$ -	\$ -	\$ 3,740.74	\$ 3,740.74	\$ -	100.00%
Valle Lindo Court Resurface	8505	\$ -	\$ -	\$ -	\$ 55,000.00	\$ 55,000.00	0.00%
Epoxy Pool Deck	8506	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
Lokker Playground	8507	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00	0.00%
PV Fields Irrigation Pumps	8508	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
PV Fields Sewer Lift Stations	8509	\$ 48,653.39	\$ -	\$ 75,800.54	\$ 133,562.24	\$ 57,761.70	56.75%
Capital		\$ 48,653.39	\$ 55,497.82	\$ 84,921.28	\$ 952,302.98	\$ 867,381.70	8.92%
YTD Comparison				\$ 29,423.46			
Expense		\$ 1,184,334.37	\$ 4,197,393.78	\$ 4,854,439.65	\$ 10,406,239.98	\$ 5,704,800.33	46.65%
YTD Comparison				\$ 657,045.87			
Revenue Total		\$ 4,835,455.77	\$ 5,044,503.82	\$ 6,061,528.47	\$ 10,282,374.50	\$ 4,220,846.03	58.95%

General Ledger
Fund 10 General Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Expense Total		\$ 1,184,334.37	\$ 4,197,393.78	\$ 4,854,439.65	\$ 10,406,239.98	\$ 5,704,800.33	46.65%
YTD Revenue-Expenses			\$ 847,110.04	\$ 1,207,088.82			
YTD Comparison				\$ 359,978.78			

General Ledger
Fund 20 Assessment Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 2,173.72	\$ 3,587.19	\$ 22,336.38	\$ 20,000.00	\$ (2,336.38)	111.68%
Assessment Revenue	5500	\$ 739,999.98	\$ 720,042.84	\$ 739,999.98	\$ 1,293,871.00	\$ 553,871.02	57.19%
Revenue		\$ 742,173.70	\$ 723,630.03	\$ 762,336.36	\$ 1,313,871.00	\$ 551,534.64	58.02%
YTD Comparison				\$ 38,706.33			
Personnel							
Full Time Salaries	6100	\$ -	\$ 10,905.64	\$ 50,780.14	\$ 50,780.14	\$ -	100.00%
Cell Phone Allowance	6108	\$ -	\$ 90.09	\$ 132.93	\$ 132.93	\$ -	100.00%
Part-Time Salaries	6110	\$ -	\$ -	\$ 3,749.34	\$ 3,749.34	\$ -	100.00%
Retirement	6120	\$ -	\$ 1,788.32	\$ 9,932.61	\$ 9,932.61	\$ -	100.00%
Employee Insurance	6130	\$ -	\$ 2,245.88	\$ 10,870.97	\$ 10,870.97	\$ -	100.00%
Workers Compensation	6140	\$ -	\$ 1,218.16	\$ 6,053.26	\$ 6,053.26	\$ -	100.00%
Personnel		\$ -	\$ 16,248.09	\$ 81,519.25	\$ 81,519.25	\$ -	100.00%
YTD Comparison				\$ 65,271.16			
Services and Supplies							
Building Repair	6610	\$ -	\$ -	\$ 2,355.55	\$ 1,520.00	\$ (835.55)	154.97%
Incidental Costs - Assess	6709	\$ -	\$ 9,607.13	\$ 11,269.13	\$ 19,444.00	\$ 8,174.87	57.96%
Grounds Maintenance	6710	\$ 25,405.59	\$ -	\$ 39,156.33	\$ 116,050.85	\$ 76,894.52	33.74%
Tree Care	6719	\$ -	\$ -	\$ 19,865.62	\$ 90,000.00	\$ 70,134.38	22.07%
Contracted LS Services	6720	\$ 103,384.72	\$ 188,205.37	\$ 201,895.13	\$ 535,641.00	\$ 333,745.87	37.69%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Rubbish & Refuse	6740	\$ -	\$ -	\$ 1,894.78	\$ 947.39	\$ (947.39)	200.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ 1,844.30	\$ -	\$ 1,844.30	\$ 3,500.00	\$ 1,655.70	52.69%
Rents & Leases - Equip	7310	\$ -	\$ -	\$ 846.65	\$ 846.65	\$ -	100.00%
COP Debt - PV Fields	7950	\$ -	\$ 533,756.09	\$ 408,779.69	\$ 408,780.00	\$ 0.31	100.00%
Services and Supplies		\$ 130,634.61	\$ 731,568.59	\$ 687,907.18	\$ 1,210,799.89	\$ 522,892.71	56.81%
YTD Comparison				\$ (43,661.41)			
Expense		\$ 130,634.61	\$ 747,816.68	\$ 769,426.43	\$ 1,292,319.14	\$ 522,892.71	59.54%
YTD Comparison				\$ 21,609.75			
Revenue Total		\$ 742,173.70	\$ 723,630.03	\$ 762,336.36	\$ 1,313,871.00	\$ 551,534.64	58.02%
Expense Total		\$ 130,634.61	\$ 747,816.68	\$ 769,426.43	\$ 1,292,319.14	\$ 522,892.71	59.54%
YTD Revenue-Expenses			\$ (24,186.65)	\$ (7,090.07)			
YTD Comparison				\$ 17,096.58			

General Ledger
Fund 30 Quimby Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 31,217.45	\$ 18,782.15	\$ 191,167.46	\$ 120,000.00	\$ (71,167.46)	159.31%
Revenue		\$ 31,217.45	\$ 18,782.15	\$ 191,167.46	\$ 120,000.00	\$ (71,167.46)	159.31%
YTD Comparison				\$ 172,385.31			
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 621,769.00	\$ 621,769.00	0.00%
Pickleball Sports Complex	8493	\$ 15,030.90	\$ 19,003.36	\$ 137,497.55	\$ 1,300,000.00	\$ 1,162,502.45	10.58%
Multi-Generation Center	8504	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	0.00%
Senior Center Improvements	8510	\$ 10,682.23	\$ -	\$ 15,251.00	\$ -	\$ (15,251.00)	0.00%
Capital		\$ 25,713.13	\$ 19,003.36	\$ 152,748.55	\$ 2,921,769.00	\$ 2,769,020.45	5.23%
YTD Comparison				\$ 133,745.19			
Expense		\$ 25,713.13	\$ 19,003.36	\$ 152,748.55	\$ 2,921,769.00	\$ 2,769,020.45	5.23%
YTD Comparison				\$ 133,745.19			
Revenue Total		\$ 31,217.45	\$ 18,782.15	\$ 191,167.46	\$ 120,000.00	\$ (71,167.46)	159.31%
Expense Total		\$ 25,713.13	\$ 19,003.36	\$ 152,748.55	\$ 2,921,769.00	\$ 2,769,020.45	5.23%
YTD Revenue-Expenses		\$ (221.21)	\$ (221.21)	\$ 38,418.91			
YTD Comparison				\$ 38,640.12			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,960,819.42	\$ 688,389.58	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ 15,250.77	\$ 6,361.48	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ 1,000,000.00	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	3/15/2028
Total	\$ 11,090,795.40	\$ 7,822,201.95			\$ 4,955,347.51	\$ 6,374,330.90	

*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes

**Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger
Fund 40 Park Impact Fee Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 9,518.15	\$ 1,395.98	\$ 37,212.24	\$ 8,000.00	\$ (29,212.24)	465.15%
Park Impact Fees	5450	\$ 2,060.00	\$ 218.40	\$ 1,773,374.00	\$ -	\$ (1,773,374.00)	0.00%
Revenue		\$ 11,578.15	\$ 1,614.38	\$ 1,810,586.24	\$ 8,000.00	\$ (1,802,586.24)	22632.33%
Revenue Total		\$ 11,578.15	\$ 1,614.38	\$ 1,810,586.24	\$ 8,000.00	\$ (1,802,586.24)	22632.33%
Expense Total		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger
Fund 50 CDBG Fund
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
CDBG - Food Share	5577	\$ 14,150.50	\$ -	\$ 14,150.50	\$ 40,760.00	\$ 26,609.50	34.72%
Revenue		\$ 14,150.50	\$ -	\$ 14,150.50	\$ 40,760.00	\$ 26,609.50	34.72%
YTD Comparison				\$ 14,150.50			
Personnel							
Full Time Salaries	6100	\$ 1,655.54	\$ 1,792.16	\$ 4,017.27	\$ 17,413.00	\$ 13,395.73	23.07%
Part-Time Salaries	6110	\$ 720.00	\$ 15,178.94	\$ 10,263.50	\$ 10,360.00	\$ 96.50	99.07%
Retirement	6120	\$ 360.86	\$ 2,291.83	\$ 2,006.92	\$ 2,606.00	\$ 599.08	77.01%
Employee Insurance	6130	\$ 130.91	\$ 10.58	\$ 232.86	\$ 336.00	\$ 103.14	69.30%
Workers Compensation	6140	\$ 28.18	\$ 290.59	\$ 175.69	\$ 489.00	\$ 313.31	35.93%
Personnel		\$ 2,895.49	\$ 19,564.10	\$ 16,696.24	\$ 31,204.00	\$ 14,507.76	53.51%
YTD Comparison				\$ (2,867.86)			
Services and Supplies							
Division Supplies	7410	\$ -	\$ -	\$ 5,624.03	\$ 9,556.00	\$ 3,931.97	58.85%
Services and Supplies		\$ -	\$ -	\$ 5,624.03	\$ 9,556.00	\$ 3,931.97	58.85%
YTD Comparison				\$ 5,624.03			
Expense		\$ 2,895.49	\$ 19,564.10	\$ 22,320.27	\$ 40,760.00	\$ 18,439.73	54.76%
YTD Comparison				\$ 2,756.17			
Revenue Total		\$ 14,150.50	\$ -	\$ 14,150.50	\$ 40,760.00	\$ 26,609.50	34.72%
Expense Total		\$ 2,895.49	\$ 19,564.10	\$ 22,320.27	\$ 40,760.00	\$ 18,439.73	54.76%
YTD Comparison				\$ 2,756.17			

General Ledger
Fund 60 Restricted Donations
December 2023 50.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 5.84	\$ -	\$ 581.84	\$ 1,000.00	\$ 418.16	58.18%
Revenue		\$ 5.84	\$ -	\$ 581.84	\$ 1,000.00	\$ 418.16	58.18%
Capital							
Micracle League 805 Ballfield	8497	\$ 68,000.92	\$ -	\$ 433,837.23	\$ 432,473.31	\$ (1,363.92)	100.32%
Capital		\$ 68,000.92	\$ -	\$ 433,837.23	\$ 432,473.31	\$ (1,363.92)	100.32%
Expense		\$ 68,000.92	\$ -	\$ 433,837.23	\$ 432,473.31	\$ (1,363.92)	100.32%
Revenue Total		\$ 5.84	\$ -	\$ 581.84	\$ 1,000.00	\$ 418.16	58.18%
Expense Total		\$ 68,000.92	\$ -	\$ 433,837.23	\$ 432,473.31	\$ (1,363.92)	100.32%

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

TO: BOARD OF DIRECTORS

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

DATE: February 7, 2024

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO.
757 DIRECTING SCI CONSULTING GROUP TO PREPARE
THE FY 2024-2025 ENGINEER'S REPORT FOR THE
ASSESSMENT DISTRICT**

BACKGROUND

In 2001, the Pleasant Valley Recreation & Park District ordered the formation of a landscaping and lighting district, or Assessment District, to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demands placed on the parks system. A statutory requirement of the Assessment District pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution, is the need for an annual engineer's report containing an estimate of costs, a diagram of the Assessment District and an assessment to cover the estimated costs of the improvements.

SCI Consulting Group was retained in 2001 by the District to prepare and file the Engineer's Report which is intended to establish the budget for the associated services that would be funded by the FY 2024-2025 Assessment. Every fiscal year staff brings a report and resolution asking the Board to direct SCI Consulting Group to prepare the upcoming fiscal year's Engineer's Report. The report is prepared with input from District staff to reflect the projects, staffing, and funding allocations for the upcoming fiscal year.

ANALYSIS

The FY 2024-2025 projects will determine the benefits received from the park maintenance and improvements by property within the park district and the method of assessment apportionment to lots and parcels within the assessment district. The Board will then review the proposed report and budget. SCI has successfully fulfilled the needs of completing the Engineer's Report for the District since 2001.

FISCAL IMPACT

FY 2024-2025 special assessment funds may be dedicated to a portion of the debt service for the Certificates of Participation (COP) sold as the funding source for the Pleasant Valley Fields Sports Complex, staffing expenses, landscape maintenance program for all parks, and miscellaneous park projects.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 757 directing SCI Consulting Group to prepare the FY 2024-2025 Engineer's Report.

ATTACHMENT

- 1) Resolution No. 757 (2 pages)

RESOLUTION NO. 757

**A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT
FOR FISCAL YEAR 2024-2025 FOR THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
FOR THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Pleasant Valley Recreation and Park District (the "District"), County of Ventura, State of California, that;

1. On April 4th, 2001, by its Resolution No. 356 this Board ordered the formation of a landscaping and lighting district pursuant to Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

2. The purpose of the landscaping and lighting district shall be for the installation, maintenance and servicing of improvements to the Pleasant Valley Recreation and Park District described in Section 3 below.

3. The landscaping and lighting district has been given the distinctive designation of the "Park Maintenance and Recreation Improvement District", which landscaping and lighting district is primarily described as all of the lands within the current boundaries of the Pleasant Valley Recreation and Park District.

4. Within the landscaping and lighting district, the existing and proposed improvements to be undertaken by the Park Maintenance and Recreation Improvement District are described as installation, maintenance, and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, and trails, as applicable, for property owned or maintained by the Pleasant Valley Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping; and cleaning,

sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Board for submission to the Board.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of February 2024 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Mark Malloy, Chair, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

Jordan Roberts, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Macy Trueblood, Recreation Supervisor

DATE: February 7, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF AN
AGREEMENT BETWEEN THE DISTRICT AND
VENTURA ROLLER SPORTS TO OPERATE THE
FREEDOM PARK ROLLER HOCKEY ARENA**

SUMMARY

The Pleasant Valley Recreation and Park District (“District”) owns and operates a Roller Hockey Arena at Freedom Park. The District terminated its agreement with the vendor, Freedom Park Arena in March 2018, leading to the rental of the arena to external groups. In spring 2022, Adam Poe, who runs Ventura Roller Sports, proposed operating the roller hockey arena for youth and adult hockey programs. After negotiations, the District is proposing a 5-year Contract Operator Agreement (“Agreement”) with Ventura Roller Sports for the use of the Roller Hockey Arena starting on February 8, 2024. This agreement allows Ventura Roller Sports to conduct youth and adult hockey leagues, camps, and tournaments at the arena, following District-approved terms.

BACKGROUND

In 2004, the District entered into a Contract Operator Agreement with the Camarillo Roller Hockey League. The league operated for 10 years but was never as successful as the District had hoped. The operator began paying fees in 2006 for \$3,750 per quarter. The Contract Operator was unsuccessful in running a program and maintaining the requirements of the contract. When the term of the contract expired in 2014, the District chose not to renew the contract as the terms of the contract were not met. In 2016, the District entered into an agreement with the vendor, Freedom Park Hockey Arena. The District resurfaced the floor prior to the agreement but the program had difficulties running due to the rains in the winter of 2017 and the Thomas Fire in December 2017. That agreement ended in March 2018, when the operator was not able to meet the contractual obligation to pay the District agreed upon fees.

Since March 2018, the Roller Hockey Arena (“Arena”) has been rented by the Ventura County Derby Darlins who use it on Tuesday and Thursday for practices and on Saturdays about four times a year for Derby Bouts. The rental revenue totals about \$11,000 annually for the District. There is no organized hockey program currently at the arena. In July of 2022, the District opened the Arena similar to the rules of the District’s Skate Park, with the exception of the reserved rental times for the Ventura County Derby Darlins.

ANALYSIS

The District is proposing to enter into a Contract Operator Agreement with Ventura Roller Sports for the use of the Arena which outlines the responsibilities of the Operator and the District. Contract Operators are independent contractors that operate programs for the community at a District-owned facility. Their programs are conducted under a written agreement approved by the District Board of Directors.

Since March of 2022, Staff has been working with Mr. Poe on terms of the agreement to establish adult and youth hockey leagues at the Arena. Both parties have reviewed the proposed Agreement, taking into consideration all District policies and ordinances, including facility expectations and the operation of the league.

The term of this Agreement shall be five (5) years, commencing on February 8, 2024, and terminating on February 7, 2029. The parties shall then meet to discuss any potential extension based on the performance of the operator meeting the minimum criteria as set in items 5A and 5B of the Agreement.

Like other District Contract Operators, Ventura Roller Sports would follow the contract written and approved by the District and be responsible for rent and meeting certain agreed upon goals. Ventura Roller Sports would not have exclusive use of the Arena but be allowed to use the Arena for their youth and adult hockey leagues, clinics, drop-in programs, camps, and tournaments, at its sole expense. The Operator will have access to the Arena and the rink office to operate their programs during their permitted hours. The Arena may not be utilized for any other purpose by the Operator unless specifically authorized in advance in writing by the District in its sole discretion.

The proposed rent will increase annually starting at \$800 per month plus 5% gross revenue, ultimately reaching \$1,200 per month plus 7% gross revenue over a 5-year contract. Additionally, Ventura Roller Sports will be responsible for the cost of lights at \$115 per month and a percentage of the utilities including water and a porta potty expense in conjunction with outside rentals based on percentage of use. Utility fees will be reviewed annually based on usage and cost of lights; per the Southern California Edison increases imposed upon the District.

For the term of the Agreement, the Operator shall demonstrate the success of the Arena by providing a measurable success of the following programs:

- A. Operating four (4) days/nights per week on Monday, Wednesday, Saturday, and Sunday only for roller sports/activities.
- B. Two successful leagues each week for the period of two sessions/seasons with a minimum of four teams in each league.

The language includes the responsibility of keeping the Arena clean and safe from debris and trash, providing a phone and computer at their own expense, and responsibility for the

operations of the office space. The Operator will have access to two (2) sheds for use of storing programming equipment.

The District will continue to rent out the hockey arena to outside organizations, such as the Derby Darlins and others on an as-available basis. The Operator will not have exclusive use of the Arena, and therefore will not pay a Possessory Tax. This agreement would work around the Derby Darlins’ scheduled practices and bouts thus keeping the existing rental agreement between the District and the Derby Darlins. A Calendar Meeting and the Field/Facility Allocation and Use (“FFAU”) process will be applied to reserving the arena for both organizations.

FISCAL IMPACT

The generation of revenue is expected to be as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Rent	\$9,600	\$10,800	\$12,000	\$14,400	\$14,400
Rev. Split	\$1,680 (5%)	\$1,848 (5.5%)	\$2,016 (6%)	\$2,016 (6%)	\$2,352 (7%)
Total	\$11,280	\$12,648	\$14,016	\$16,416	\$16,752

The fiscal impact will range from \$11,280 - \$16,752 annually over the 5-year contract.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal:

- 3.1: Renovate and modernize existing parks and recreational facilities to provide a range of active leisure programs to meet the needs of the community.
- 4.1.C: Enrich program delivery by providing and/or partnering with others to provide programming and services that support recreation and learning for the community.

RECOMMENDATION

It is recommended the Board consider and approve a six-month agreement between the District and Ventura Roller Sports to operate the Freedom Park Roller Hockey Arena.

ATTACHMENT

- 1) Agreement between the District and Ventura Roller Sports (13 pages)
 - a. Property Map (1 page)
 - b. FFAU Process (12 pages)
 - c. Facility Alterations (2 pages)
 - d. Ordinance 8 (42 pages)
 - e. General Use Policy (15 pages)
 - f. Operator Insurance Requirements (1 page)
 - g. AB2007 (4 pages)
 - h. Accident & Incident Report Form (2 pages)
 - i. Penal Code Sections 11165.7 and 11166 (11 pages)

**AGREEMENT FOR OPERATION OF
ROLLER HOCKEY FACILITY AT FREEDOM PARK**

This Agreement is by and between the Property Owner, Pleasant Valley Recreation and Park District (“District”), and the Contract Operator, Ventura Roller Sports, Inc. (“Operator”).

RECITALS

A. District owns that certain parcel of real property (the “Property”) located in the City of Camarillo, County of Ventura, State of California, APN No. 230-0-030-245, comprising a portion of District’s Freedom Park. The Property is depicted on the map attached as Attachment “A,” incorporated by reference herein.

B. In accordance with its authority contained in Public Resources Code sections 5786 and 5786.1, District desires to utilize a portion of the Property for Roller hockey and inline skating. The portion of the Property and the existing and any future Hockey Arena improvements thereon shall hereafter be referred to as the “Facility.”

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

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

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

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

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

2. **Use of Facility.** Operator shall make the Facility available and shall operate the Facility for public recreational use consistent with the public purposes for which it was originally conveyed to the District by the County of Ventura, and in strict compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The general public shall be allowed use of the Facility, and ingress and egress to the Facility, subject to reasonable restrictions and conditions established by Operator. All restrictions and conditions imposed by Operator are subject to review, approval and modification by District, in District’s sole and complete discretion which may be exercised for any reason and without penalty to District (hereafter “sole discretion”).

Specifically, Operator at its sole expense shall operate the Facility for Roller hockey, inline skating, roller skating, and ball hockey. The Facility shall not be utilized for any other purpose, unless specifically authorized in advance in writing by the District in its sole discretion.

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

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

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

Hours in which the facility will be in operation by Operator must be visibly posted by Operator at the Facility and communicated effectively to the public. Hours not utilized by Operator may be available for public use and outside rentals at the discretion of the District.

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

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

5. Term of Agreement. The term of this Agreement shall be five (5) years, commencing on February 8, 2024, and terminating February 7, 2029. The parties shall then meet to discuss any potential extension based on the performance of the operator.

For the term of the contract, the inline hockey operator shall provide the following program hours:

- A. Operating a minimum two (2) nights per week on Monday & Wednesday (3pm – 10pm)
- B. Saturday and/or Sunday 9am – 10pm
- C. All use must be requested by the Operator to the District following the FFAU procedure (Attachment B)

On the expiration or termination of this Agreement, Operator shall promptly surrender and deliver the Facility to District in good condition and repair subject to reasonable wear and tear and shall surrender all keys to the Facility or, in the event of the loss of any keys, Operator shall reimburse District for the cost of replacing same. At the expiration of this Agreement, if Operator holds over for any reason, it is agreed, in absence of a written agreement to the contrary, that no new tenancy shall be created, and that Operator must immediately vacate the Facility and tender any unpaid use fees to District.

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

7. Utility Payments by Operator.

A. Operator will make utility payments directly to the District and will be responsible for all costs connected to their usage.

B. Operator shall pay District a monthly fee for lights in the amount of \$115 per month for the first year February 8, 2024, through February 7, 2025. Annually, the fee will be reviewed based on usage and cost of lights; per the Southern California Edison increases imposed upon the District.

C. Operator shall pay District a monthly fee for the portable toilet. Fee will be the amount of the bill split between external Roller Hockey renters and Operator based on days used per month.

EXAMPLE: Renters use 2 days per week, Operator uses 3 days per week (5 programming days total).

Renters responsible for 40%

Operator responsible for 60%

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

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

8. Direct Cost Services. Operator is solely responsible for all costs associated with services and/or equipment provided or used at the site for the benefit of the Operator's site users as needed to operate the Facility. Examples of such services are: porta-potty/sink rentals and

service and gardening. The District is not fiscally responsible for direct cost services to the site.

9. Maintenance of Facility. The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by Operator in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator agrees to diligently comply with this obligation, at Operator's sole cost. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) trash and debris from the arena and throughout the Facility. Operator is required to inform the District of any repairs or improvements over \$500.

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

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

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

Should the **Organization** wish to make any facility improvements to **District** property, they shall follow the **District** processes and procedures found in Attachment C.

The cost of any and all alterations or improvements to the Facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance and bonds) shall be borne solely by Operator.

Prior to any such work, Operator shall submit to District for review plans, specifications and drawings detailing the proposed work. The plans, specifications and drawings shall be submitted in a form satisfactory to District. District, in its sole discretion, may require Operator to make changes to the plans, specifications or

drawings. Although District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The Operator expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.

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

- A. **Tile Installation:** Operator may install hockey-specific tiles at the facility following the above procedure. Operator agrees that tiles will be appropriate for roller sports and installed by a licensed contractor who will follow local and state guidelines.
- B. **Signage:** May erect vinyl banners to the following locations: Storage/Office Building, Spectator Stands. They may only remain up for the duration of the event or no longer than City / District Code ordinance.
 - City of Camarillo Municipal Code: 17.04.110 - Signs permitted in commercial zones.
 - Pleasant Valley Recreation and Park District Ordinance 8 & General Use Policy (Attachment D & Attachment E)

11. Insurance and Indemnification.

A. Operator shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance as follows with instructions as specified in Attachment “F” – Liability Insurance Requirements.

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

Automotive Liability: A policy of comprehensive automobile liability insurance written on a per

occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

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

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

B. The Operator 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 Operator'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.

12. Use of photographs and video. Operator consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and

facility employees and volunteers. 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 Operator waives any right to review or approve the finished product or the use to which it may be applied.

13. Use Fee Payment by Operator. Operator shall pay to District, as a Use Fee for the Facility, the monthly payments described below.

- Year 1 (February 8, 2024 – February 7, 2025): \$800/month + 5% gross revenue
- Year 2 (February 8, 2025 – February 7, 2026): \$900/month + 5.5% gross revenue
- Year 3 (February 8, 2026 – February 7, 2027): \$1,000/month + 6% gross revenue
- Year 4 (February 8, 2027 – February 7, 2028): \$1,200/month + 6% gross revenue
- Year 5 (February 8, 2028 – February 7, 2029): \$1,200/month + 7% gross revenue

The Use Fee payment is due and payable to District monthly in arrears on the first (1st) day of each calendar month, and no later than the seventh (7th) day of the calendar month for the prior month. For example, Operator shall pay all Use Fees due to District no later than October 7 for month ending September 30.

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

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

Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Facility patron, spectator, bystander, or third party) affecting the Facility or its operation, and all occurrences and circumstances affecting in any manner District's rights under this Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement, Operator at its sole expense shall furnish to District such further information concerning the operation, management, promotion, repair, servicing, and maintenance of the Facility, that may be requested from time to time by District.

15. Inspection of Facility. District and District's Parties shall have the right to enter upon the Facility at any and all reasonable times for the purpose of inspection of the Facility,

including the Operator's improvements, equipment and fixtures, and for observation of Operator's activities. During these inspections District and District's Parties shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place in the Facility.

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

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

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

Operator will conduct inline/roller skating programs as scheduled on the Operator website, signage at the facility or other form of media. Reservation of the arena must be conducted through the District on an availability basis. Any time conflicts for operation of the arena will be worked out between Operator and the District. If conflict cannot be resolved, a Letter of Protest may be filed to the General Manager.

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

AB 2007 compliance requires that "[a] youth sports organization that elects to offer an athletic program" must comply with the items located in **Attachment G – AB 2007 Concussions and Other Head Injuries**. A letter must be submitted each year to the **District** that the **Operator** has complied with these regulations.

Operator shall submit a completed Accident/Incident Report (**Attachment H – Accident/Incident Report**) for any participants, spectators, volunteers, judges/referees or paid staff that may result in any claims against the **District** within 72 hours of the accident/incident or when the Operator’s volunteer and/or staff is first alerted to the incident.

Operator acknowledges that they have been provided with a copy of Penal Code Sections 11165.7 and 11166, attached hereto as **Attachment I – PC11165.7 and 11166**, regarding Operator’s duty to report any suspected or known child abuse or neglect. Operator acknowledges that they have read and understand this information and agree to comply with this mandatory reporting requirement.

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

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

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

19. Operation of Facility. In addition to its other covenants contained herein, Operator agrees to operate the Facility in an efficient manner as a high-quality Inline hockey facility, and at all times maintain some organization and personnel sufficient to enable it to carry out all of its duties, obligations, and functions under this Agreement. Operator shall properly supervise and direct its employees and other parties implementing the performance of Operator’s duties, obligations and functions under this Agreement and all applicable laws. Operator is solely responsible for the performance of its employees and other parties. Further, Operator shall directly supervise, manage, and at Operator’s sole expense, be responsible for all independent Operators, suppliers, and entities engaged in the operation, repair, maintenance, servicing, and

promotion of Operator's business and activities on the premises and in any other activity in connection with the Facility and any other activity within the scope of this Agreement including, without limitation, those Operators, suppliers and entities: (a) necessary for the provision of all utility, repair, restoration, maintenance, and security services, (b) necessary or desirable for the efficient operation of a high quality "Roller Hockey Arena" facility, and (c) otherwise required by this Agreement. Without limiting the application of any higher standards required pursuant to (a), (b), and (c) immediately above, Operator at its sole expense shall comply with all requirements of the insurance policies and insurance carriers (including District's carriers) insuring the Facility.

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

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

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

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

To the Operator
Ventura Roller Sports
c/o Adam Poe
1967 Ramsgate Circle
Thousand Oaks, CA 91360
apoe@venturarollersports.com
805-341-2171

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

22. Assignment. The rights and obligations of the Operator shall not be assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may

assign District's rights under this Agreement.

23. Real and Personal Property Taxes. Operator shall pay prior to delinquency any and all personal property taxes and possessory interest taxes attributable to the Facility. (Operator is aware that this leasehold will be subject to possessory interest taxes as assessed by the County of Ventura.) Operator shall indemnify, defend and hold harmless District against any and all such taxes, fees, penalties or interest assessed, or imposed against District hereunder. In the event Operator fails to timely pay any tax, assessment, fee, penalty or interest, District, at its option, shall have the right to pay such charge and treat such payment as additional rent to be charged to Operator and paid by Operator to District within five (5) days after receipt of written notice from District. Operator shall be solely responsible for the payment of all taxes attributable to its operations, including but not limited to, sales taxes and income taxes.

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

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

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

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

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

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

30. Amendment. No change, waiver, discharge or termination of this Agreement or any

provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.

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

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

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

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

In witness whereof, District and Operator have executed this Agreement on (date) _____ at Camarillo, California.

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

By: _____
Its: _____
Date: _____

ATTEST:

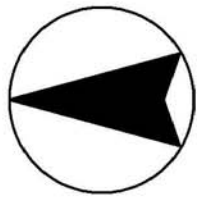
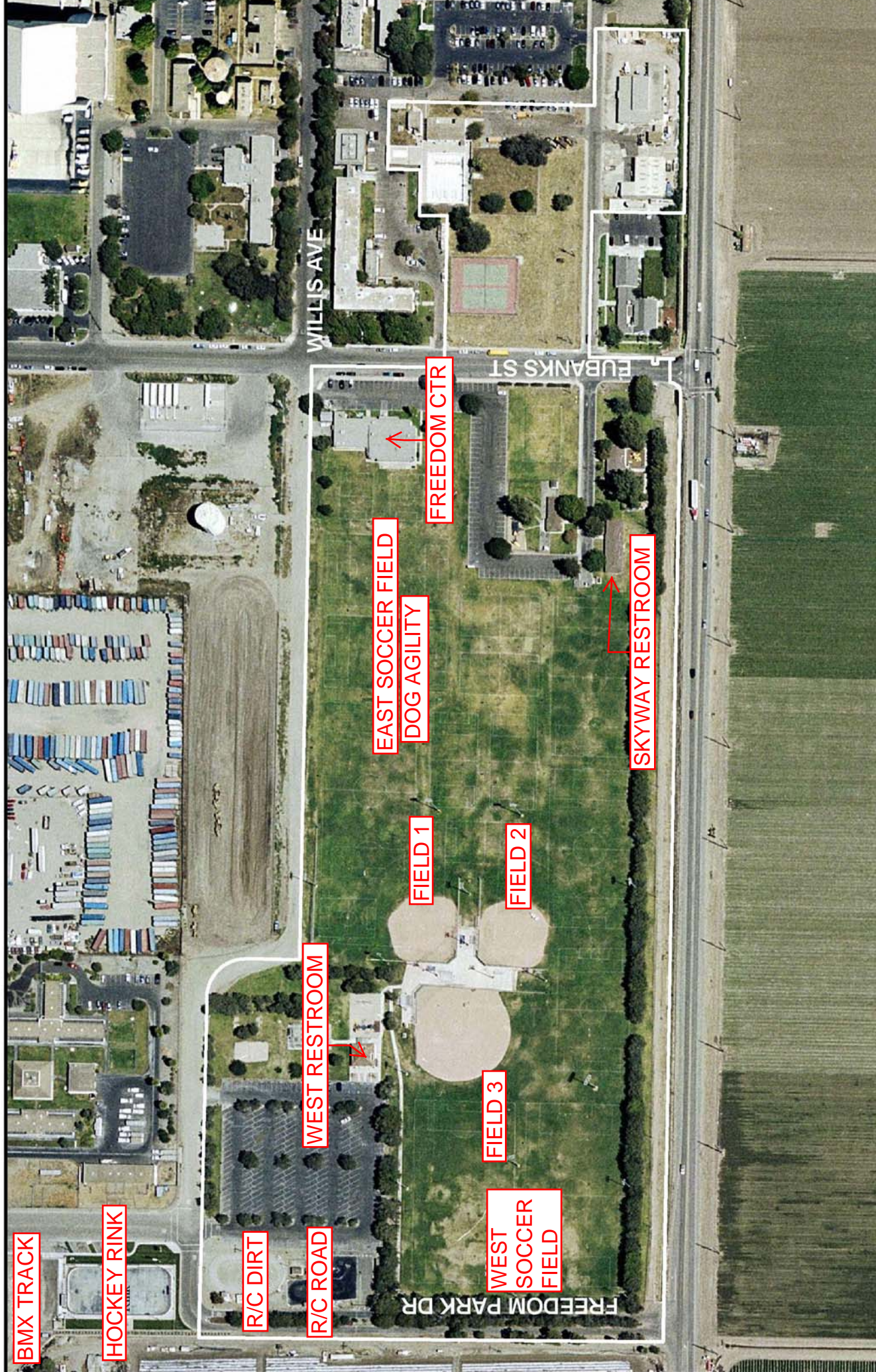
“Operator”
Ventura Roller Sports

By: Adam Poe
Its: President
Date: _____

Attachments to include the following documents:

- Attachment A – Property Map
- Attachment B – FFAU Process
- Attachment C – Facility Alterations
- Attachment D – Ordinance 8
- Attachment E – General Use
- Attachment F – Operator Insurance Requirements
- Attachment G – AB 2007
- Attachment H – Accident/Incident Report
- Attachment I – PC11165.7 and 11166

DRAFT



Freedom Park

275 E. Pleasant Valley Rd/Skyway Dr & Eubanks St

Community Park

PLEASANT VALLEY RECREATION AND PARK DISTRICT

ASSESSOR PARCEL NUMBER:
230-0-030-145
48/144



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. – 10:00 p.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

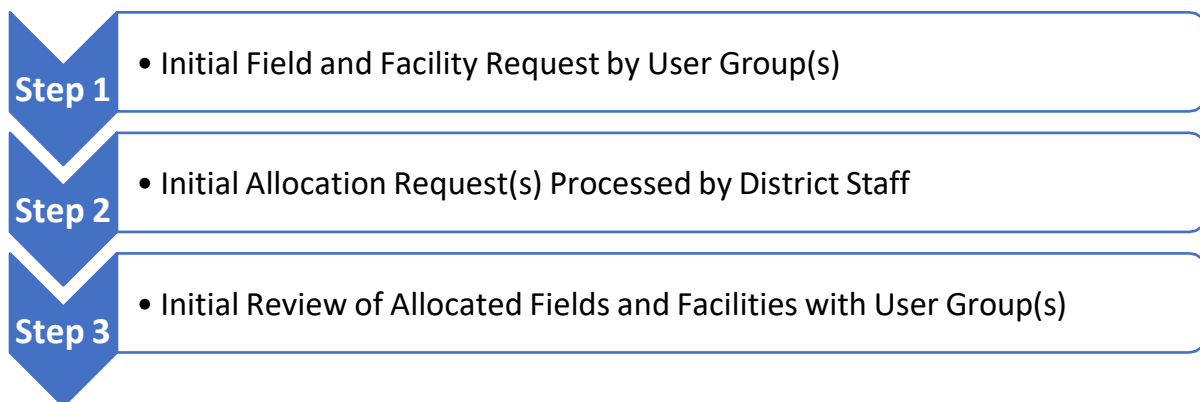
The District recognizes there may be conflicts for space and time that arise from this process.

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.

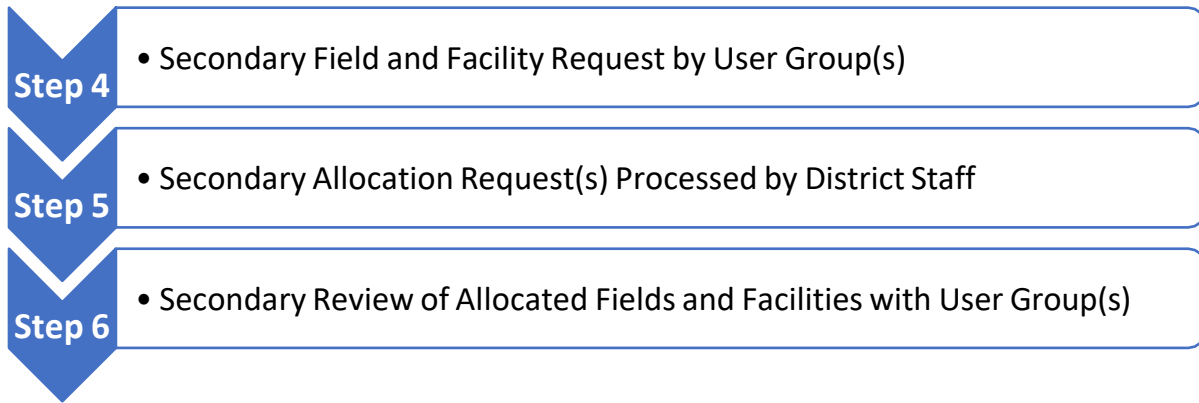
The District reserves the right to schedule fields and facilities in accordance with the greatest benefit to the general public and/or the District.

***New – 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 Friday, December 30 and the District receives it on Wednesday, January 4, we would not count the District holiday on January 2 but would count January 3 and January 4 as two business days and that would result in a \$50 late fee on top of the \$100 FFAU fee.**

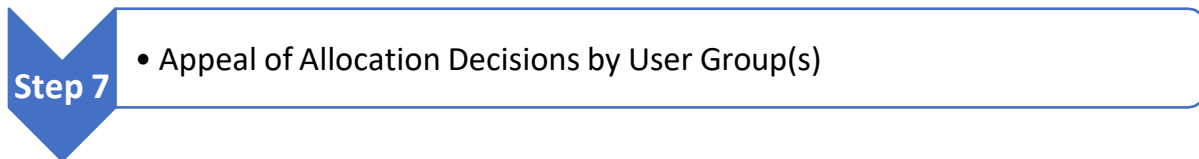


After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the

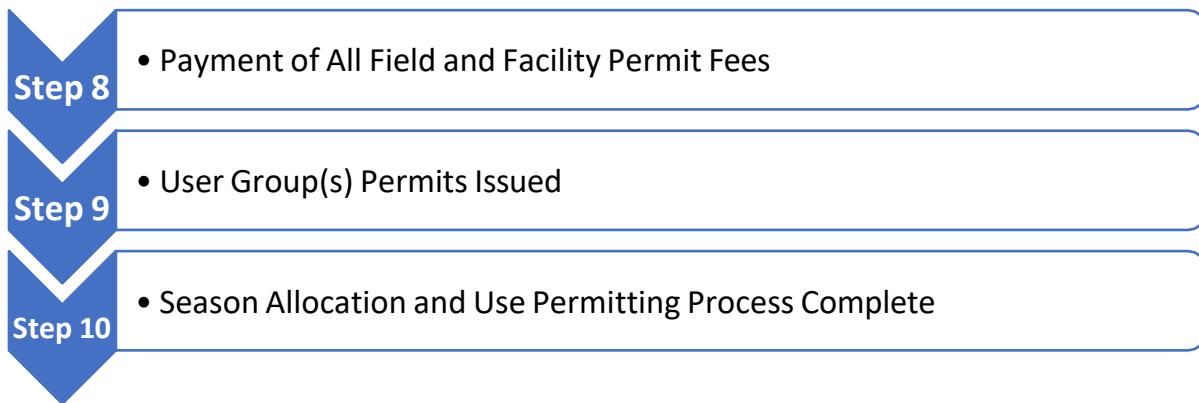
secondary allocation process.



Reservation requests that are made within 10 days of the desired date of the reservation will result in a payment of the administration fee, the Fee Schedule Community Service Organization rate, possible hourly use of the lights and any additional fees if needed.



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.

Field and Facility Fees

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).

Pleasant Valley Recreation and Park District approved Fee Schedule can be found at www.PVRPD.org.

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.
- For practices scheduled at Pleasant Valley Fields, turf shoes are required for all participants 11 years of age and older

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.

Name: _____

Organization: _____

Signature: _____

Date: _____

Attachments

PVRPD Field and Facility Allocation and Use Process - Checklist (Attachment A)

PVRPD Field and Facility Allocation and Use Process - Allocation Request Form (Attachment B)

PVRPD Field and Facility Allocation and Use Process - Meeting Request Form (Attachment C)

Last years' Participant Data for the Organization

A list of equipment that will be on sports fields



PLEASANT VALLEY RECREATION AND PARK DISTRICT
FIELD AND FACILITY ALLOCATION AND USE PROCESS - CHECKLIST
ATTACHMENT A

DUE: December 30, 2022

- 1. _PVRPD Field and Facility Allocation and Use Process- Allocation Request Form (Attachment B)**
 - 2. _\$100.00 Processing Fee**
 - 3. _Scheduled Allocation Review Meeting with PVRPD Staff (Attachment C)**
 - 4. _Signed Acknowledgement of the Field and Facility Allocation and Use Process (Page 10)**
 - 5. _Last Years' Participant Data for the Organization (# of teams and number of players on teams)**
 - 6. _A list of all equipment that will be on sports fields (pitching screens, goals, mats, etc...) that are portable or stationary.**
- *Please note that once the completed packet is submitted, additional requested dates and times are not processed as part of the initial field and facility allocation process***

Submit completed application documents as one complete packet to:

Pleasant Valley Recreation and Park District
Recreation Supervisor
1605 E. Burnley St
Camarillo, CA 93010
805-482-1996



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
FIELD AND FACILITY ALLOCATION AND USE PROCESS -
MEETING REQUEST FORM
ATTACHMENT C (Fall Season)**

Organization: _____

Name: _____

Signature: _____

Date: _____

Instructions:

Complete the below portion to schedule your organizations time to review the field/facility allocations request(s) submitted by your organization. Organization representative must attend at the time requested. To better serve you, please indicate **ALL** availability your organization and any preferred day/time.

This form's dates and times will be updated annually.

Fall 2023 Season- User Group Initial Allocation Review with District Staff

- Monday, January 9, 2023 3:00pm 4:00pm 5:00pm 6:00pm
- Tuesday, January 10, 2023 3:00pm 4:00pm 5:00pm 6:00pm
- Thursday, January 12, 2023 3:00pm 4:00pm 5:00pm 6:00pm

Fall 2023 Season- User Group Secondary Allocation Review with District Staff (Optional)

- Monday, January 30, 2023 3:00pm 4:00pm 5:00pm 6:00pm
- Tuesday, January 31, 2023 3:00pm 4:00pm 5:00pm 6:00pm
- Thursday, February 2, 2023 3:00pm 4:00pm 5:00pm 6:00pm

ATTACHMENT C – Facility Alterations

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 **Organization**.

- A. In such event, all costs incurred in such work shall be borne by the **Organization** 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, **Organization** 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 **Organization**. If either the **Organization** or the **District** so requests, a meeting shall be held between representatives of the **Organization** 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 **Organization** in writing, and the **Organization** 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 **Organization** 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 **Organization** 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 **Organization** 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 **Organization** 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 **Organization** to the Premises, **Organization** 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 **Organization** 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 **Organization** 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 **Organization** within ten (10) days after submission of an itemized statement.
- F. During any modification, improvements or new additions, the **Organization** 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.



Pleasant Valley Recreation & Park District Liability Insurance Requirements

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified.

The following is required for all Certificates of Insurance and Additional Insured Endorsements.

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

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer’s Affording Coverage:** Must have an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the District.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read “Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured.” Include address, date, and name/type of event or description of project.
- ❖ **Certificate Holder:** Must read “Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010” (*No abbreviations accepted*)

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

- ❖ **Policy Number:** Must match policy numbers on COI.
- ❖ **Additional Insured – Designated Person or Organization:** Must state “This endorsement changes the policy.”
- ❖ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read ““Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees.”
- ❖ **Primary and Noncontributory** – Endorsement must be provided.
- ❖ **Waiver of Subrogation** – Endorsement must be provided.

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

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

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

ATTACHMENT A – AB 2007
AB 2007 Concussions or other head injuries

CHAPTER 516

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

The bill would also require a youth sports organization to identify procedures for ensuring compliance with the bill's requirements for providing concussion and head

injury education and a concussion and head injury information sheet. The bill would additionally require the youth sports organization to identify procedures to ensure compliance with the athlete removal provisions and the return-to-play protocol, as specified. The bill would specify that it applies to all persons participating in the activities of a youth sports organization, irrespective of their ages.

DIGEST KEY

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

BILL TEXT

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

SECTION 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

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

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

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

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

(A) Baseball.

(B) Basketball.

(C) Bicycle motocross (BMX).

(D) Boxing.

(E) Competitive cheerleading.

(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.



**Pleasant Valley
Recreation and Park District**

1605 E. Burnley Street, Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

ACCIDENT REPORT Date of Report: _____

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

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

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

Date of Accident: _____ Time: _____ Facility: _____

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

Disposition: Home: _____ Hospital (Name): _____

Doctor: _____ Other: _____ Taken By: _____

Ambulance Service (Name): _____

Description of Injury: _____

Part(s) of Body Injured: _____

Description of Accident: _____

Describe First-Aid Administered: _____

Witnesses

Name: _____ Phone: (_____) _____

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

Name: _____ Phone: (_____) _____

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

Name: _____ Phone: (_____) _____

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

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

Report completed by: _____ Title: _____ Date: _____

Supervisor Signature: _____ Date: _____

General Manager Signature: _____ Date: _____

Risk Manager Signature: _____ Date: _____

Pleasant Valley Recreation and Park District

INCIDENT REPORT

(All reports due in office within 24 hours)

Location Name: _____ Date: _____

Time incident occurred (or possible time span): _____

Name of individual (if known): _____ Age: _____

Address: _____ Phone: _____

Nature of incident (give detailed description): _____

What damage resulted? Describe: _____

Did you witness the incident? _____ Any other witnesses? Name(s): _____

Describe action taken: _____

Recommendations: _____

Costs: Labor \$: _____ Material \$: _____

Person reporting: _____ Date: _____

Office follow-up: _____

ATTACHMENT I

Penal Code Sections 11165.7 and 11166

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

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

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

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

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

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

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written follow-up report. In addition, the

automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the statewide child welfare information system. The department shall work with stakeholders to modify reporting forms and the statewide child welfare information system as is necessary to accommodate the changes enacted by these provisions.

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

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

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

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

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

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

(3)(A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in the clergy member's professional capacity or within the scope of the clergy member's employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the

clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

California Penal Code § 11165.7. “Mandated reporter” defined.

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

(1) A teacher.

(2) An instructional aide.

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

(4) A classified employee of a public school.

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

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

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

(8) An administrator, board member, or employee of a public or private organization whose duties require direct contact and supervision of children, including a foster family agency.

(9) An employee of a county office of education or the State Department of Education whose duties bring the employee into contact with children on a regular basis.

(10) A licensee, an administrator, or an employee of a licensed community care or child daycare facility.

(11) A Head Start program teacher.

(12) A licensing worker or licensing evaluator employed by a licensing agency, as defined in Section 11165.11.

(13) A public assistance worker.

(14) An employee of a childcare institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.

(15) A social worker, probation officer, or parole officer.

(16) An employee of a school district police or security department.

(17) A person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in a public or private school.

(18) A district attorney investigator, inspector, or local child support agency caseworker, unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.

(19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.

(20) A firefighter, except for volunteer firefighters.

(21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.

(22) An emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.

(23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.

(24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.

(25) An unlicensed associate marriage and family therapist registered under Section 4980.44 of the Business and Professions Code.

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

(27) A coroner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(41) An employee or administrator of a public or private postsecondary educational institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children

on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

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

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

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

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

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

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

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

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

to accept any complaints of misconduct as required by Chapter 6 (commencing with Section 12940) of Part 2.8 of Division 3 of Title 2 of the Government Code.

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

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

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

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

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

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

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

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

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



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

GENERAL USE POLICY

BOARD APPROVED October 4, 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. CANCELLATIONS, CHANGES, AND REFUNDS.

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 paid 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 paid security cleaning deposit and 50% of all paid 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 paid 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 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. 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 at time of transfer.
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, 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.

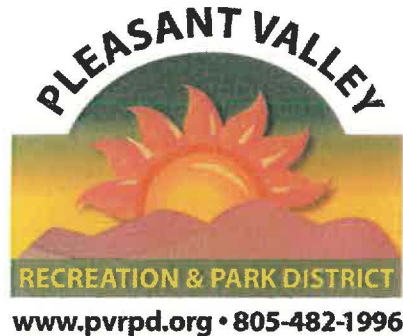
When there is a request for the use of District facilities, or when the District is involved with scheduling and/or coordinating the activities, a certificate of insurance is required, naming the District as an additional insured, must include an endorsement page, and must contain a 30-day cancellation 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/\$2,000,000 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 District Staff for 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
8. Resident Rentals




**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

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

Board Introduction – September 6, 2023
Board Adoption – October 4, 2023

I hereby certify, under penalty of perjury, that this is a true and correct copy of the original document consisting of 42 pages which is on file in this office.

Executed on October 9, 2023 at Camarillo, California


Pleasant Valley Recreation & Park District
Clerk of the Board

**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 a youth 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 independent contractor 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:

1. 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.
 2. 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.
 3. 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, domestic animal per section 220, 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.
- tt. **“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.
- uu. **“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.
- vv. **“Violation”** means a violation of the District’s ordinance(s), including this Ordinance.

ww. “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, and h 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
- 204 – Firearms and Weapons
- 205 - Hunting
- 206 - Vandalism
- 214 - Nudity
- 221 – Alcoholic Beverages, Intoxicated Persons, Dangerous Drugs
- 232 – 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 by 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:

- Name of the Responsible Person;
- Address or other description of the location where the ordinance violation occurred;
- Date on which the ordinance violation(s) occurred;
- The ordinance section(s) violated;
- Brief description of the violation;
- Amount of the penalty;
- Procedure to pay the penalty;
- Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
- Printed name and signature of the issuing Ranger;
- Date the citation is served; and
- 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 2nd 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.

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. 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 are 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. 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 the administrative costs of the issuance of such permit and costs associated with the use of District facilities.
- b. 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:
- c. When a concession is operating under lease or contract authorized by the General Manager.
- d. 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.
- e. 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.
- i. 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.

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. 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- NUILITY

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:
 1. Pouring any deleterious matter on or around any tree or on the surrounding ground, lawn, or sidewalk.
 2. 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.
 3. 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 222 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 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/FACILITYCLOSURE

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 230- 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 231- 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 232- 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 233- 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 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 234- 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.

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 235- DOG PARK RULES AND REGULATIONS

Properly licensed and tagged (i.e., ownership identification) dogs without vicious, dangerous, or aggressive propensities may be exercised without a leash in the designated

areas and at the designated times established by the District and subject to the following rules and regulations:

- a. Dog Park hours of operation may be found in the General Use Policy. Dog Parks may be closed at the discretion of the General Manager or their designee.
- 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.
- 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).

SECTION 236- DISORDERLY CONDUCT

No person shall engage in boisterous, threatening, intimidating, abusive, insulting, discriminatory, profane, or indecent language; threaten or engage in fighting or physical altercation or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises. Person(s) exhibiting

these behaviors will be required to leave the premises immediately. The District reserves the right to refuse services and prohibit entry on District property.

SECTION 237- 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 110 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 109-113. 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 require 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 112. 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 109.)

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 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 116.

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)
 1. MFF Vendors are only permitted at Bob Kildee, Camarillo Grove Park, Community Center Park, Freedom Park, Mission Oaks Park, and Pleasant Valley Fields.
 2. 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
- b. 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. Cancellation and Refund procedures can be found in the General Use policy. 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 at 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 at the General Manager's sole discretion.

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

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

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

SECTION 512- WAIVERS

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

SECTION 513- FILMING

A filming permit and application must be approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe 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 the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2023.



Elaine Magner, Chairman

Board of Directors

ATTEST:



Bev Dransfeldt, Secretary

Board of Directors

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Services Manager

DATE: February 7, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF DESIGN
OPTIONS FOR THE SENIOR AND COMMUNITY
CENTER ADA IMPROVEMENTS CAPITAL PROJECT**

SUMMARY

In 2022, as part of the District's commitment to compliance of the Americans with Disabilities Act ("ADA"), a comprehensive ADA Evaluation and Transition Plan was executed to address accessibility issues in District parks and facilities. The ADA Evaluation identified various types of accessibility challenges, both indoor and outdoor at various District owned/maintained facilities. These findings were then cataloged and inputted into the ADA Transition Plan and assigned a priority rating. Notably, the Senior Center restrooms and wheelchair accessibility to the Community Center Auditorium stage were identified as high-priority projects due to their significance in hosting diverse events for both older adults and the community. Currently, Staff is collaborating with Lauterbach & Associates Architects, Inc. ("Lauterbach") to explore design options, actively seeking input from the Board to guide the design team's direction.

BACKGROUND

In the approved FY 2023-2024 Budget, an allocation of approximately \$621,769 from Quimby fee funds originating from the Crestview, KB Homes, and Fairfield LLC projects has been earmarked for specific Capital Improvement Projects ("CIP") at the Community Center Campus. The enhancements encompass a range of endeavors, such as achieving ADA compliance for the Senior Center restrooms, advancements to the Community Center Auditorium stage, and implementing Audio/Visual upgrades for the Senior Center and Room 6. All these initiatives fall within the confines of the allocated budget. The initial plans for the Auditorium ADA upgrades encompass the integration of an ADA-compliant wheelchair lift onto the stage and making necessary modifications to ensure ADA access compliance for the Senior Center's restroom facilities.

The Auditorium and the Senior Center were both originally built in 1968, however; in 1982, an addition was built onto the Senior Center to increase building capacity and better serve the growing community. Both the Auditorium stage and Senior Center restrooms are of original design building standards from when they were constructed before the ADA was passed in 1990 and are out of compliance with ADA accessibility standards.

At the regular November 2023 Board Meeting, the Board voted and approved Staff's recommendation to enter into a professional services agreement with Lauterbach for Architectural

Design Services. These services are specifically for ADA accessibility upgrades and retrofits to the Senior Center Restrooms and Auditorium Stage.

ANALYSIS

Following the Board's authorization to enter into a professional services agreement with Lauterbach for Architectural Design Services, Staff met with architects Mark Petit and Everett Scofield onsite to discuss the objective and scope of the project. Staff provided the direction to the architects to focus on providing design options for the following ADA compliance issues:

Auditorium

- Stage wheelchair access via a mechanical platform lift
- Stage dressing/restroom accessibility compliance

Senior Center

- Men's and women's restrooms

Lauterbach staff drafted a few design options for the aforementioned focus areas for Staff and the Board to review. Attachment 1 contains six (6) draft renderings of each of the following:

I. Auditorium Stage and Dressing Rooms (pages 1 and 2):

- Figures 1-3 are three (3) different variation options for the Auditorium Stage Lift and Fig. 4 illustrates the option for the Dressing Room Restrooms.
 - Fig. 1 is a considerably basic design showing the wheelchair lift simply bolted to the concrete subfloor and stage. This is probably the most economical.
 - Fig. 2.1 on page 2 shows matching bulb-outs on both stage-left and stage-right with the lift incorporated in the stage-left bulb-out (fig. 2 page 1). This option would look more intentional and less conspicuous.
 - Fig. 3 exhibits demolishing the stairs and their replacement with the wheelchair lift. The stair access would be lost and would require more structural considerations with this option; however, it would provide the most privacy for the wheelchair lift.
 - Fig. 4 shows the modification of the dressing room restrooms, converting them each from two stalls to a single-stall or single occupancy restroom.

II. Senior Center Restrooms (page 3):

- Fig. 5 shows the design option of converting both the men's and women's restrooms from a double-stall restroom to a single-stall restroom.
- Fig. 6 shows the design option for two (2) stalls in the women's restroom and two (2) stalls and one (1) urinal. This option expands the restrooms' square footage by moving the interior walls into the cabinet space of the adjacent room. With this expansion, some storage space would be lost but useable floorspace wouldn't be sacrificed.

FISCAL IMPACT

There is no fiscal impact with the Boards action on this item.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goals and Strategies:

- 2.1 D: Identify features and amenities within the existing Community Center facility to be updated or improved (Fire Codes /ADA/etc.) as part of the larger project.
- 3.2 F: Develop, communicate, and begin implementation of an Americans with Disabilities Act (ADA) Transition Plan.

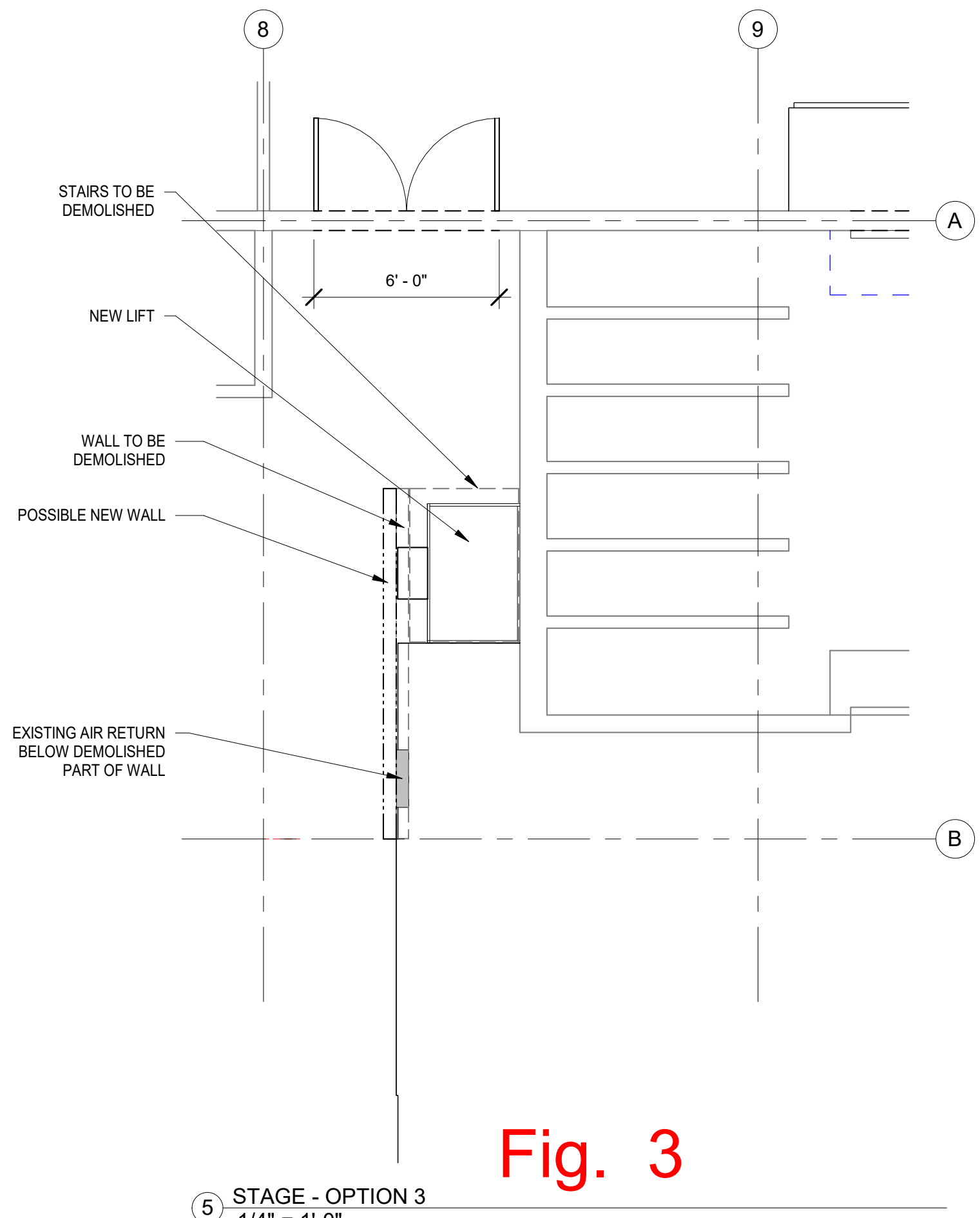
RECOMMENDATION

It is recommended the Board of Directors consider and recommend design options for Staff to provide direction to the Lauterbach team.

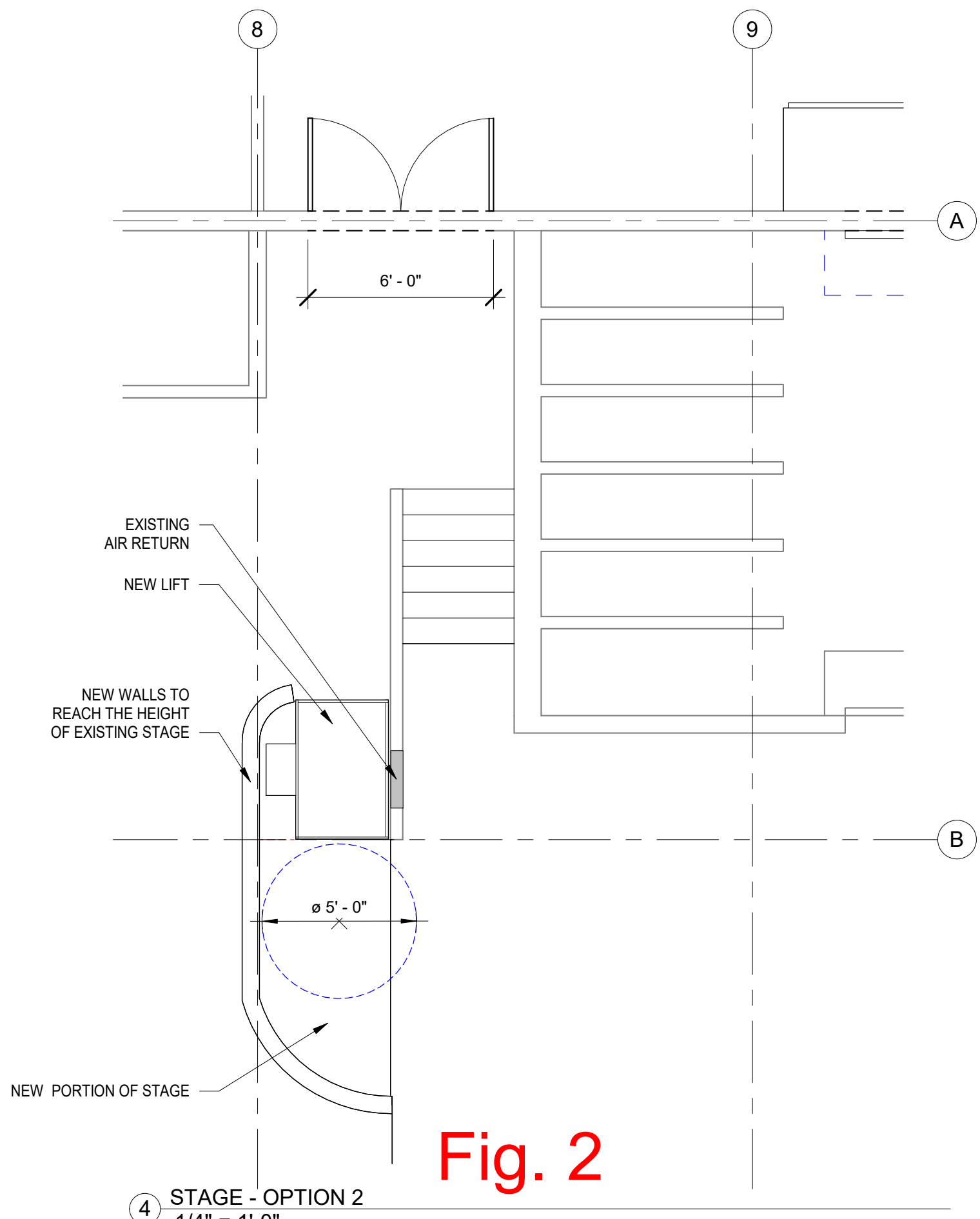
ATTACHMENTS

- 1) Lauterbach & Associates Inc. Design Sketches (3 pages)

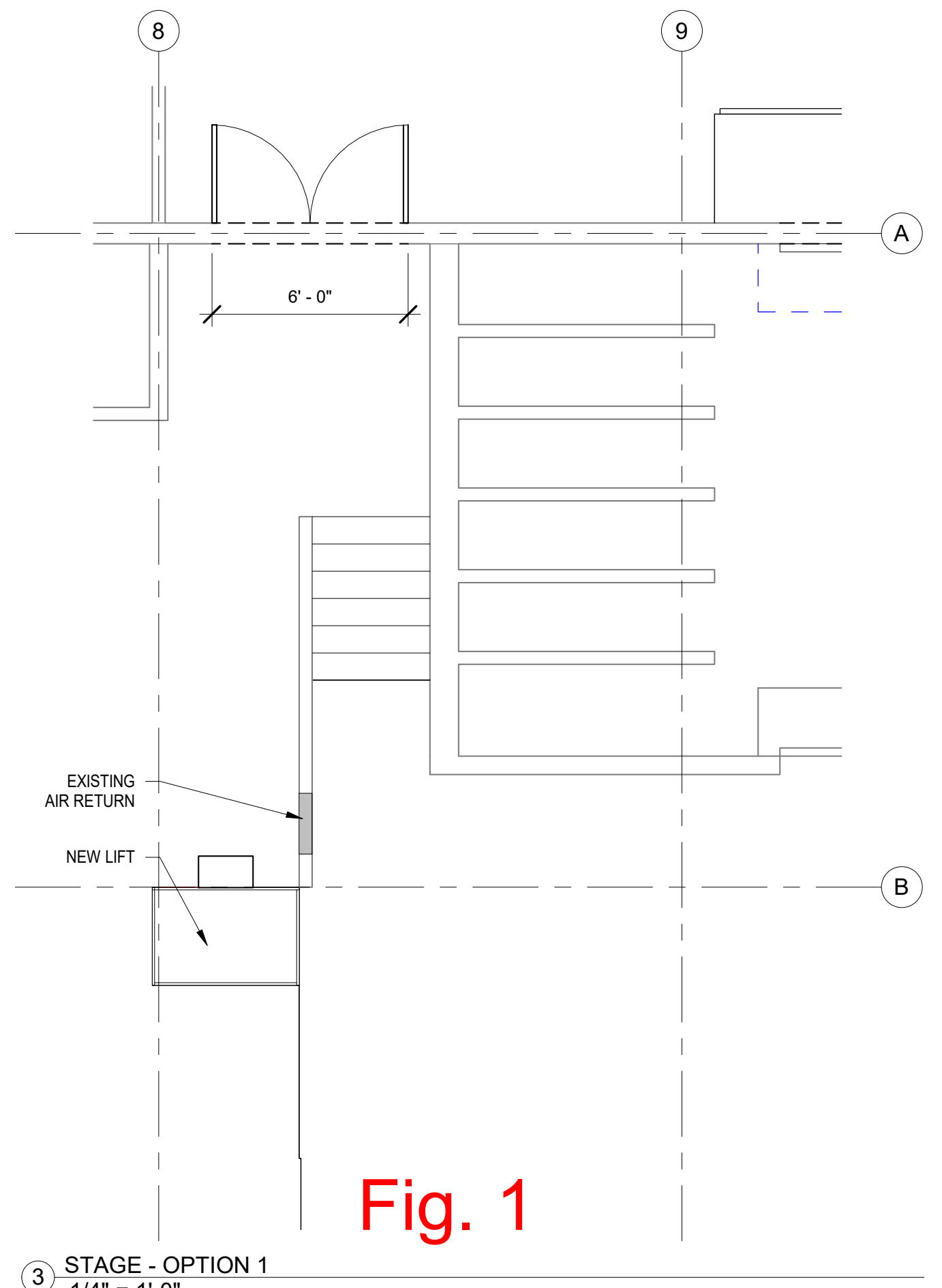
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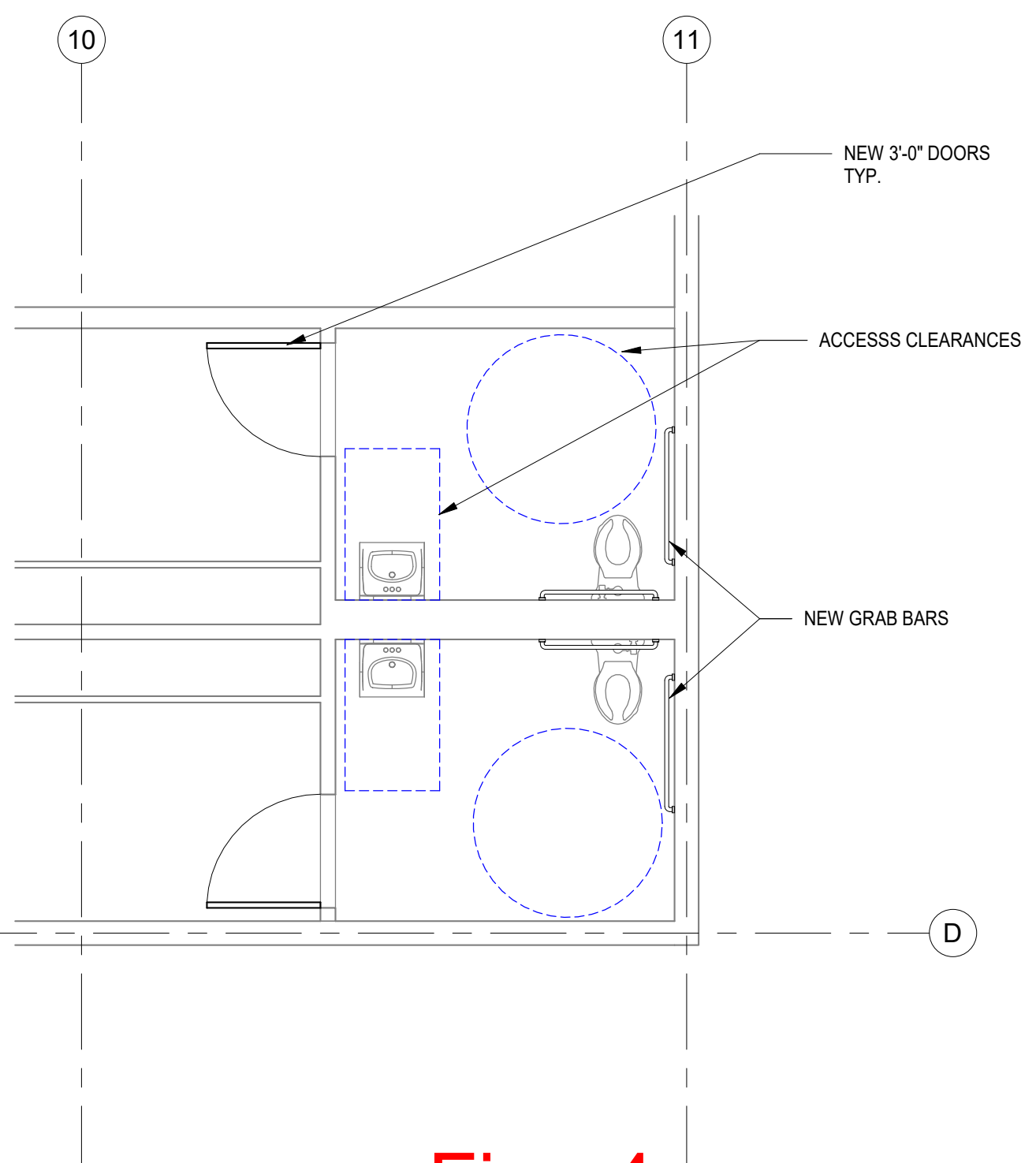
⑤ STAGE - OPTION 3
1/4" = 1'-0"



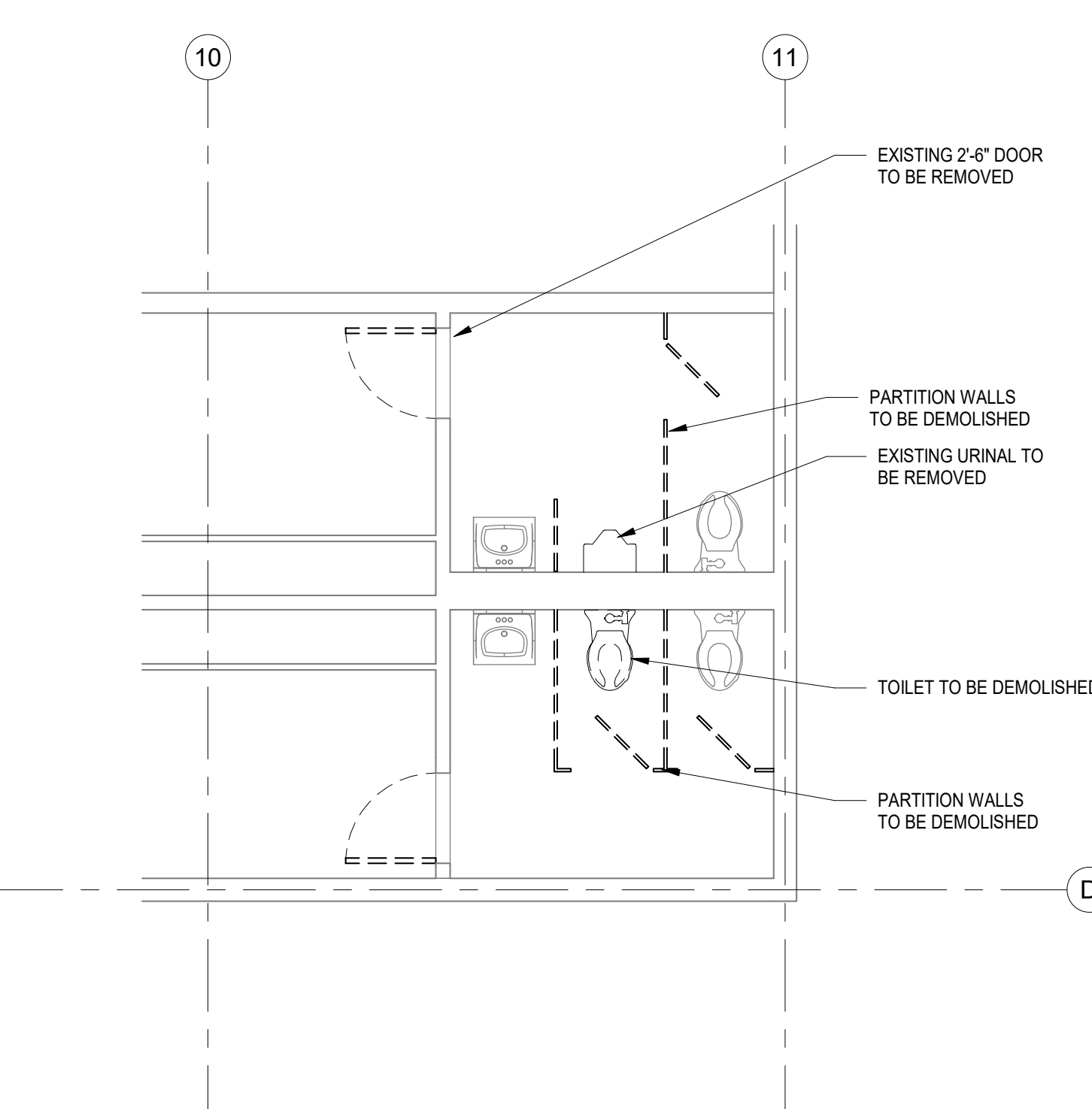
④ STAGE - OPTION 2
1/4" = 1'-0"
Refer to Page 2 for full stage layout Fig. 2.1



③ STAGE - OPTION 1
1/4" = 1'-0"



② RESTROOMS NEAR STAGE - PROPOSED
1/4" = 1'-0"



① RESTROOMS NEAR STAGE - EXISTING
1/4" = 1'-0"

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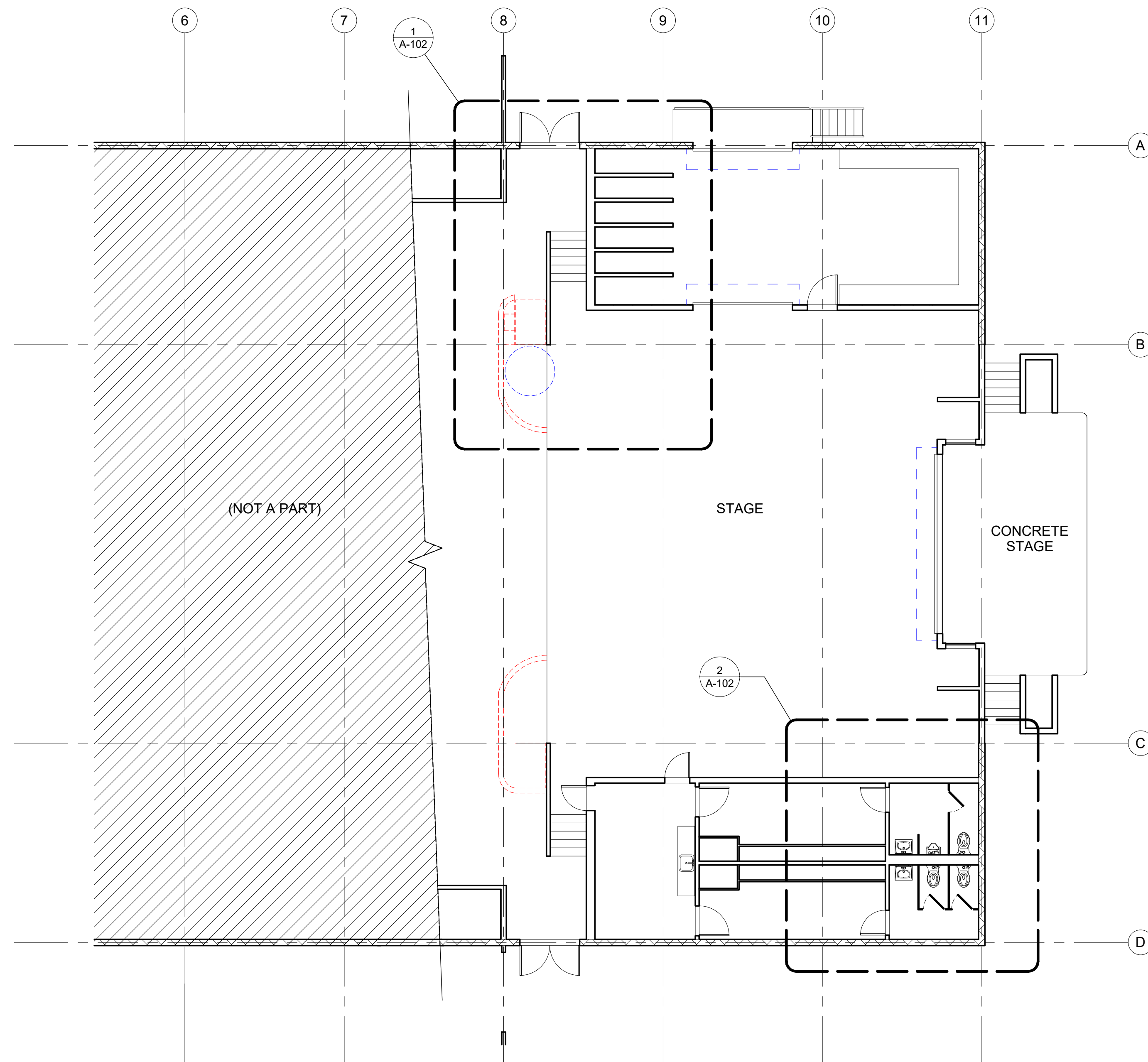
PVRPD
AUDITORIUM
RENOVATION
1605 BURNLEY ST. CAMARILLO, CA 93010

PVRPD

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JOB NO.	Project Number	
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CHECKED BY:	Checker	
PROJECT MANAGER:	Approver	01/05/24
ISSUE DATE:		

ENLARGED FLOOR
PLANS
A-102

STAGE OPTION 2.1



1 FLOOR PLAN - FIRST
1/8" = 1'-0"



KEYNOTES

GENERAL NOTES

1. NOTE ONE
2. NOTE TWO IS A LONGER NOTE TO ILLUSTRATE THAT THE TEXT WILL WRAP AUTOMATICALLY IF THERE IS A LOT OF INFORMATION
3. NOTE THREE
4. NOTE FOUR
5. NOTE FIVE

LEGEND

- (X) CASEWORK. SEE CASEWORK SCHEDULE ON SHEET A-XXX
- (101) DOOR. SEE DOOR SCHEDULE ON SHEET A-XXX
- (11) FLOOR SYSTEM. SEE FLOOR ASSEMBLY SCHEDULE ON SHEET A-XXX
- (100) WALL. SEE WALL ASSEMBLY SCHEDULE ON SHEET A-XXX
- (11) WINDOW. SEE WINDOW SCHEDULE ON SHEET A-XXX



PVRPD AUDITORIUM RENOVATION

1605 BURNLEY ST.
CAMARILLO, CA 93010

FIRST PLAN CHECK SUBMITTAL Issue Date

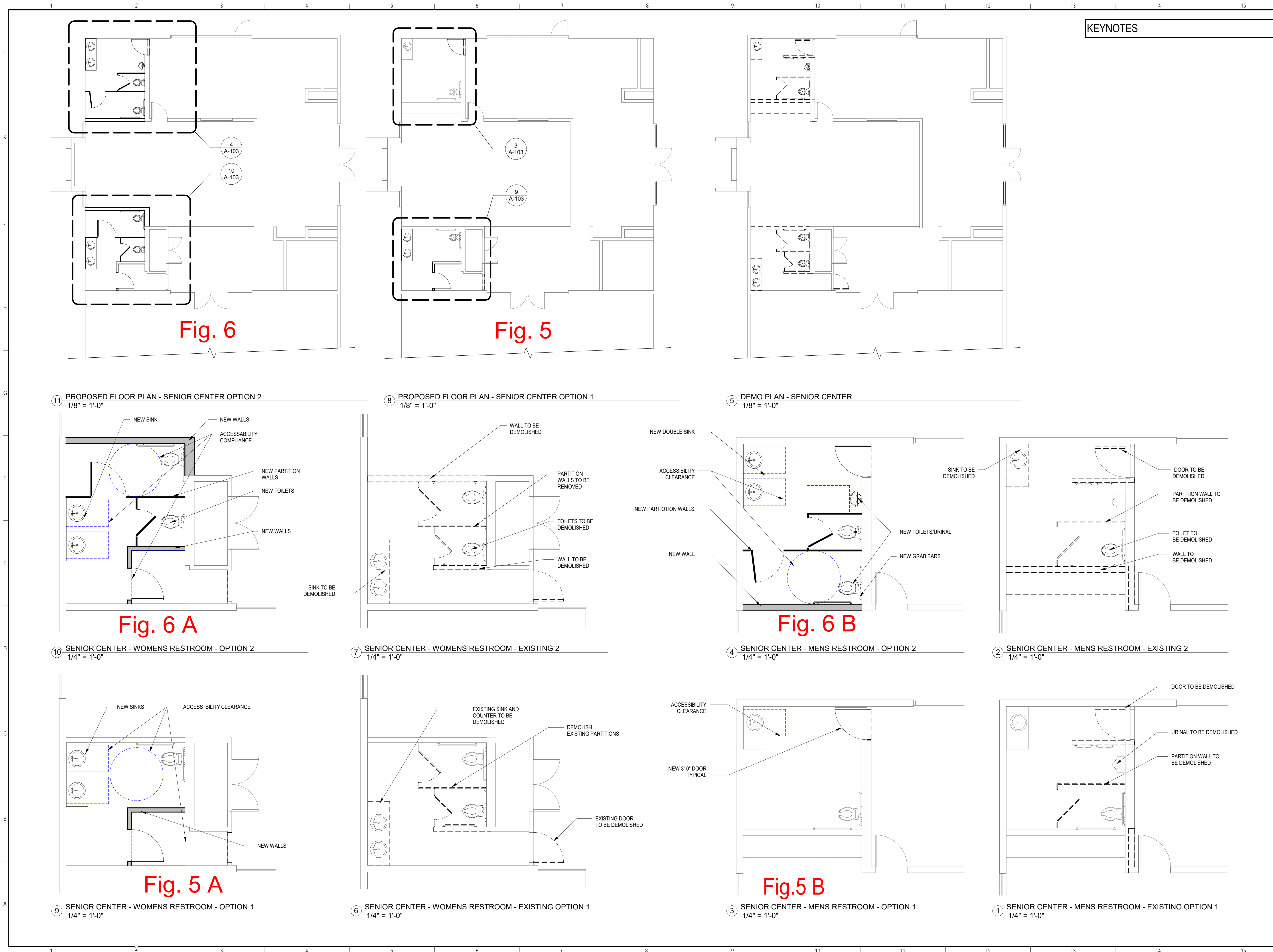
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 PROJECT MANAGER: _____ Approver
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FLOOR PLAN - STAGE

A-101

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KEYNOTES

Fig. 6

Fig. 5

11 PROPOSED FLOOR PLAN - SENIOR CENTER OPTION 2
1/8" = 1'-0"

8 PROPOSED FLOOR PLAN - SENIOR CENTER OPTION 1
1/8" = 1'-0"

5 DEMO PLAN - SENIOR CENTER
1/8" = 1'-0"

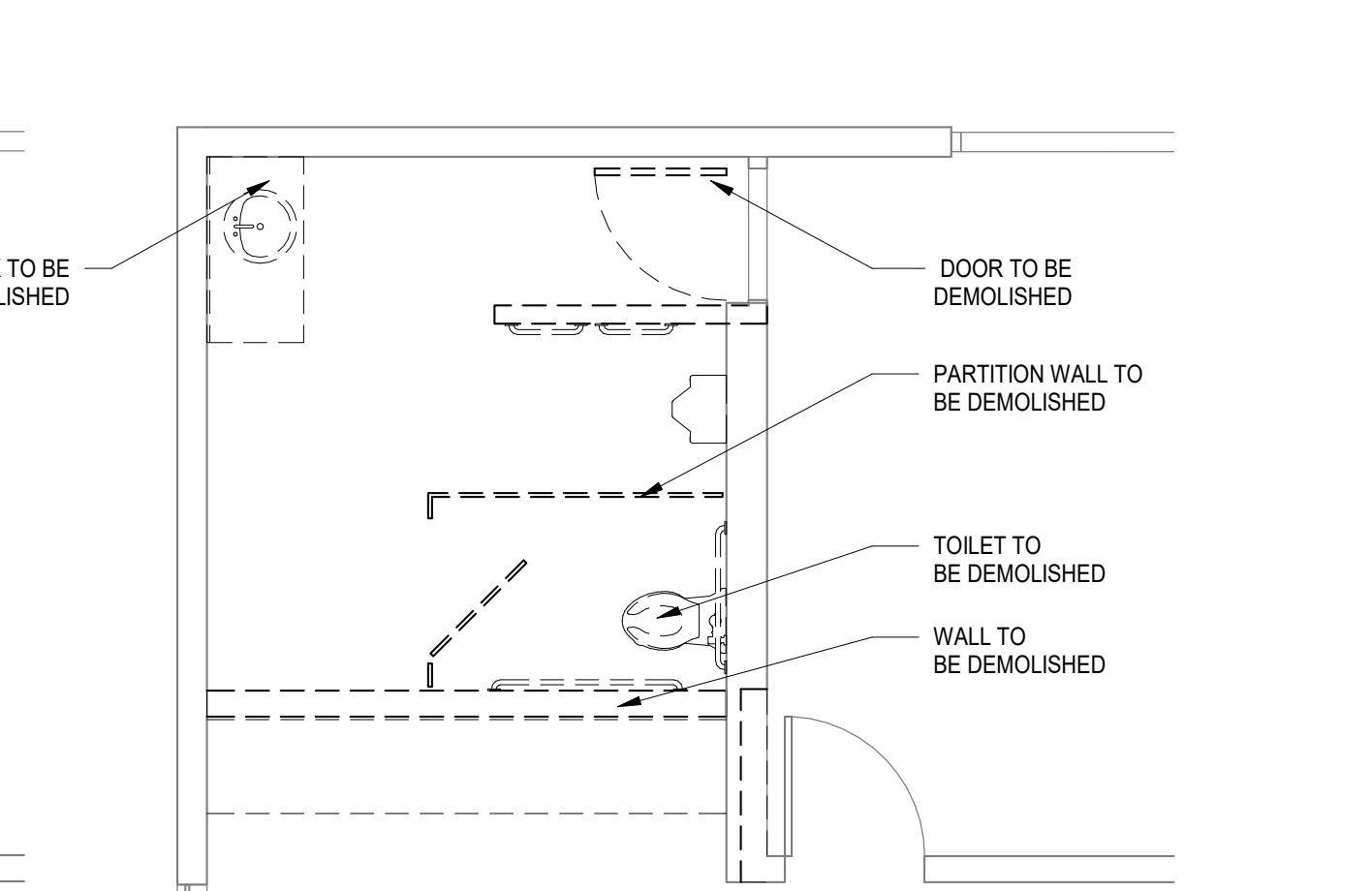
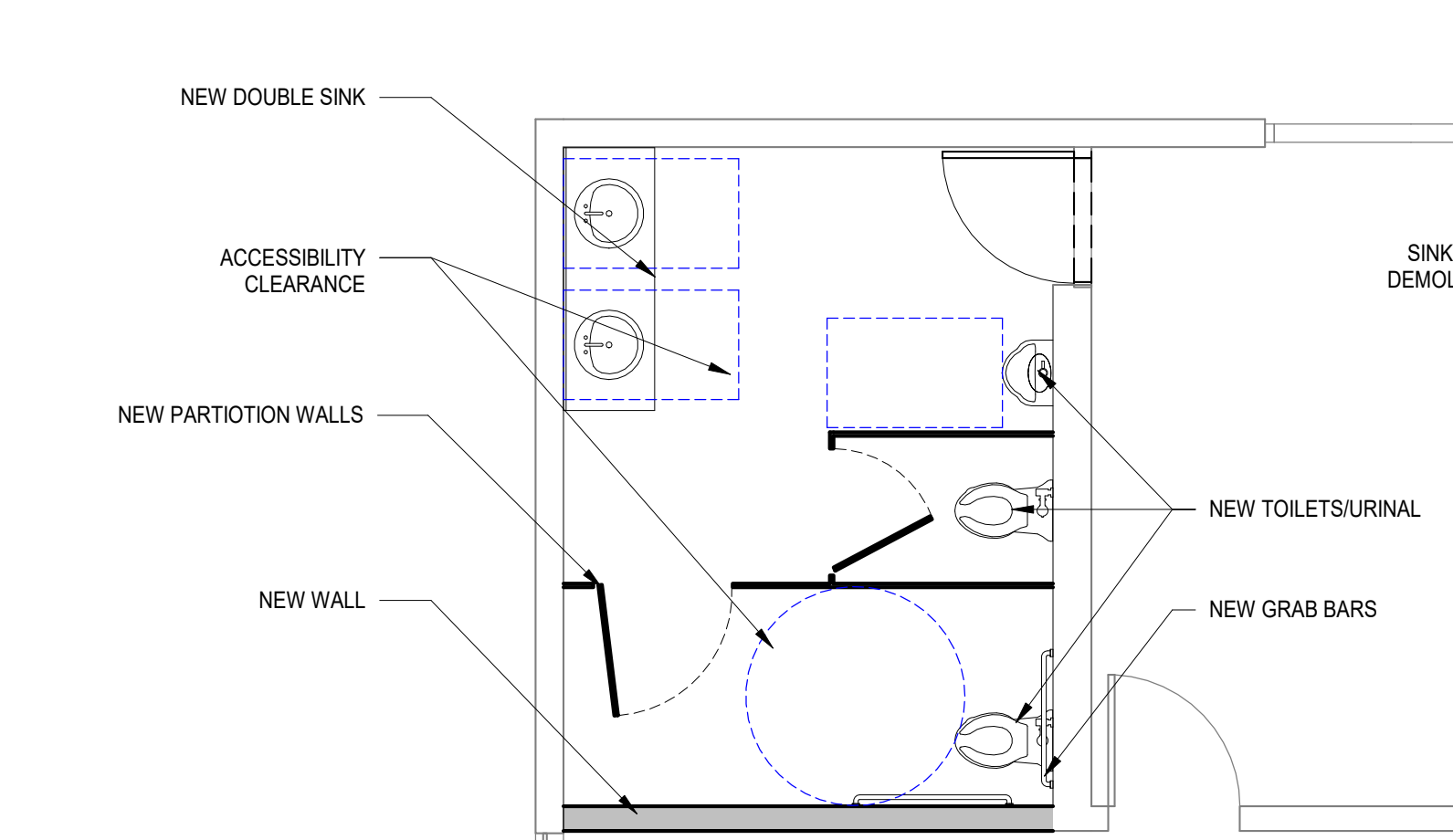
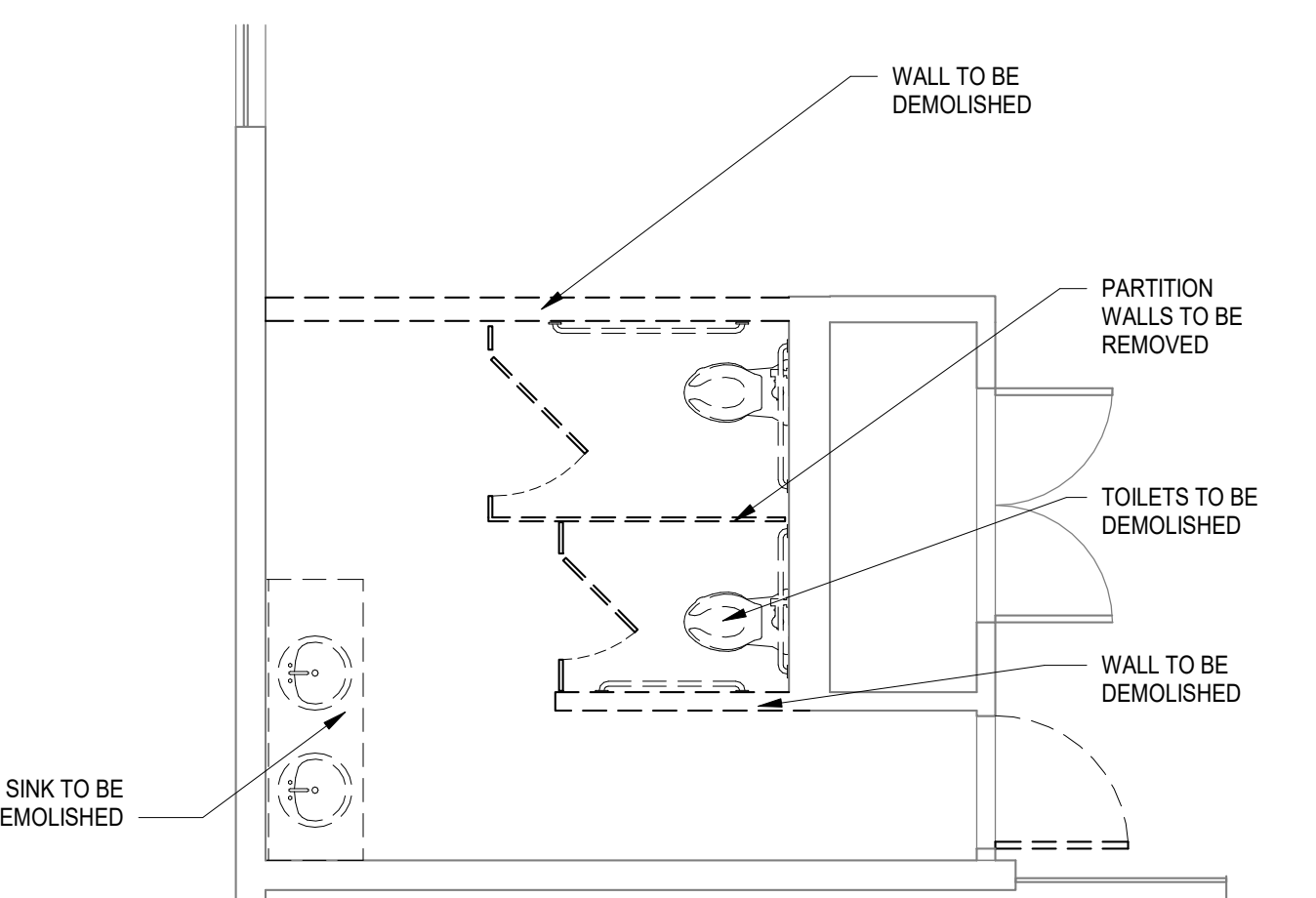
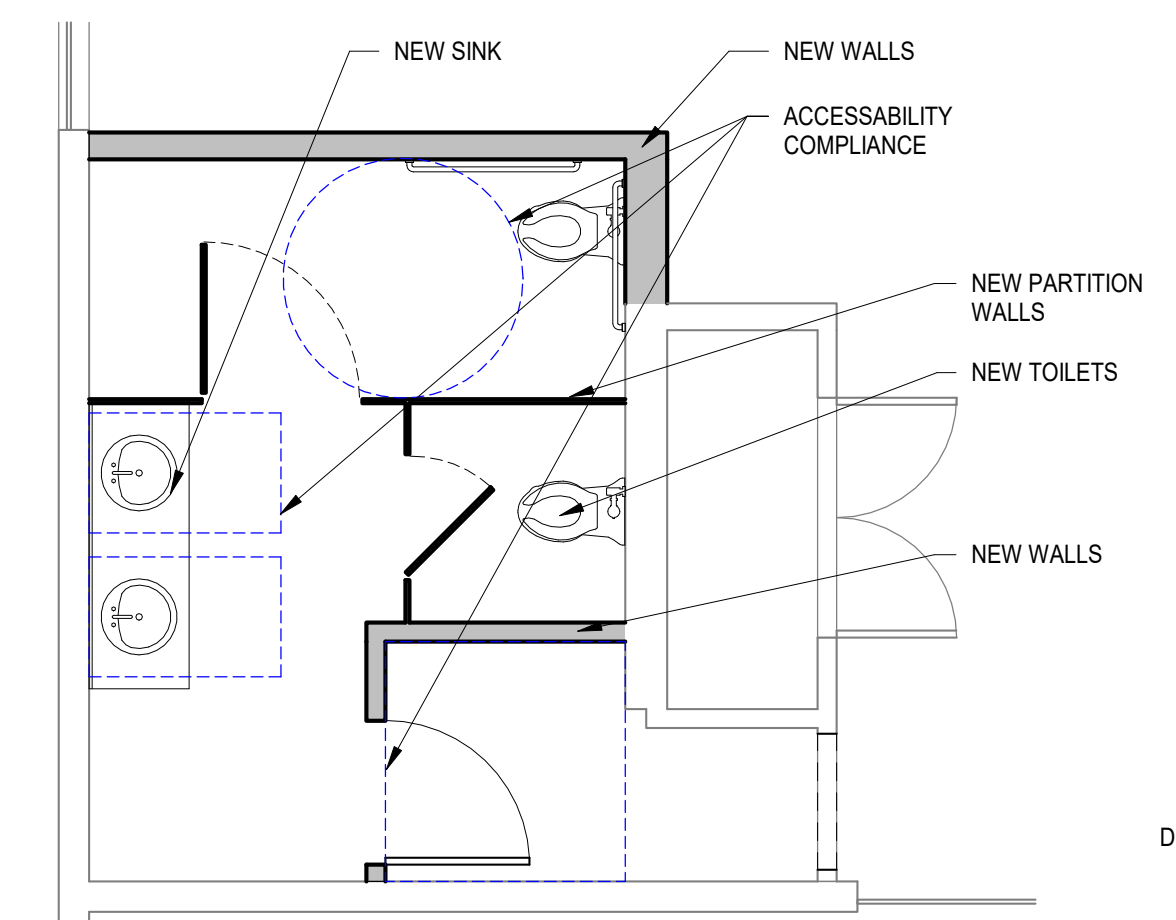


Fig. 6 A

Fig. 6 B

10 SENIOR CENTER - WOMENS RESTROOM - OPTION 2
1/4" = 1'-0"

7 SENIOR CENTER - WOMENS RESTROOM - EXISTING 2
1/4" = 1'-0"

4 SENIOR CENTER - MENS RESTROOM - OPTION 2
1/4" = 1'-0"

2 SENIOR CENTER - MENS RESTROOM - EXISTING 2
1/4" = 1'-0"

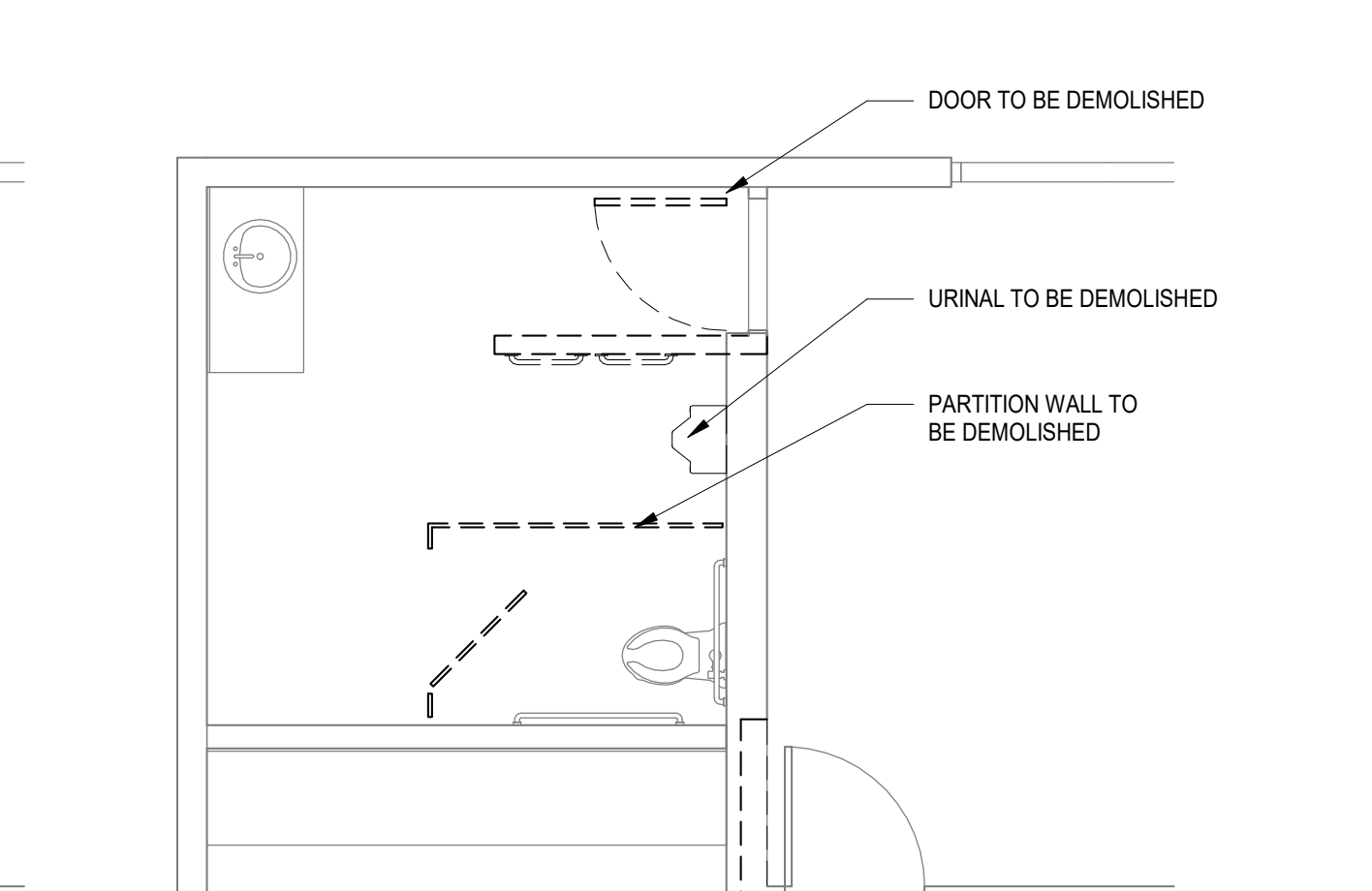
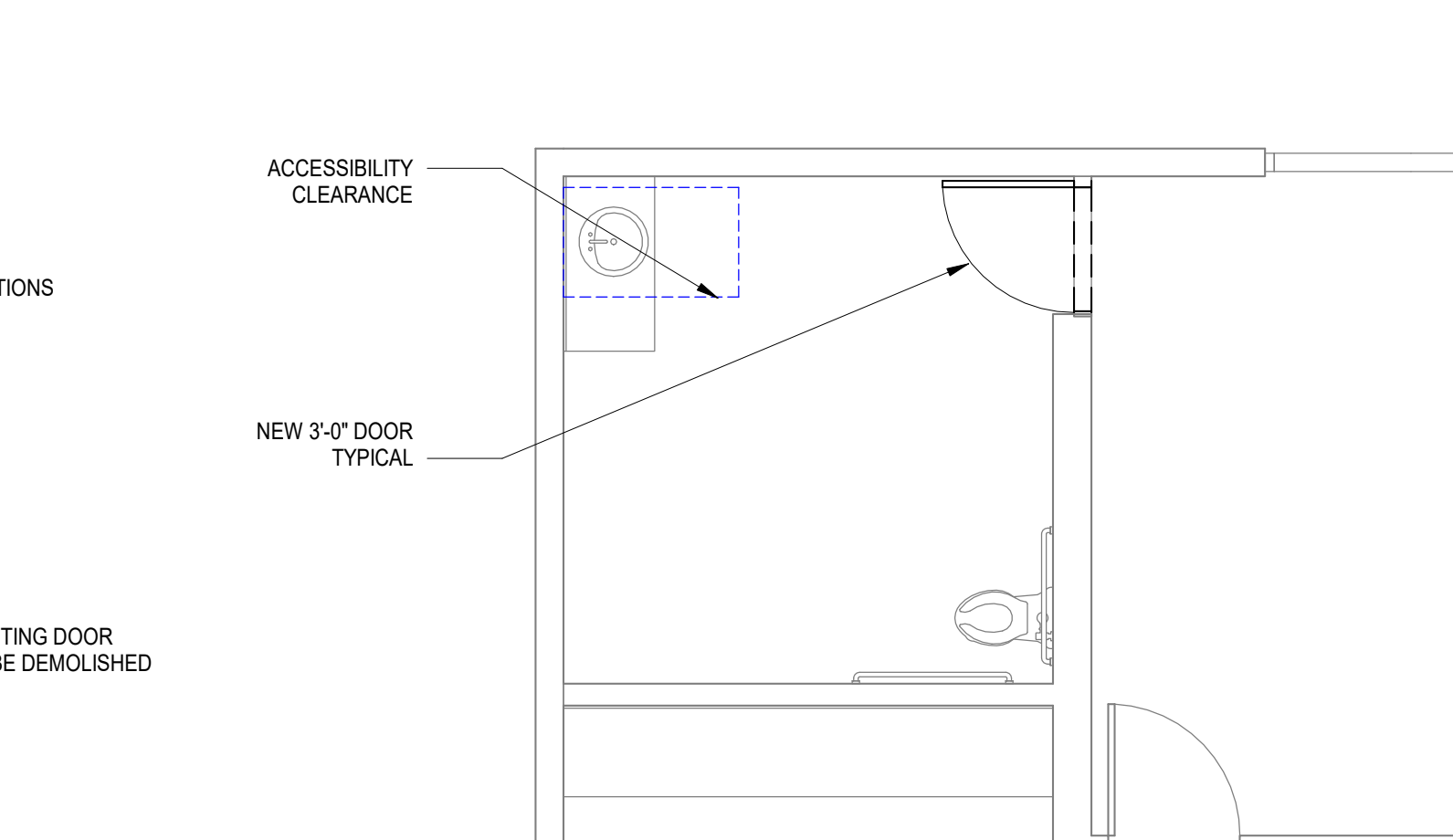
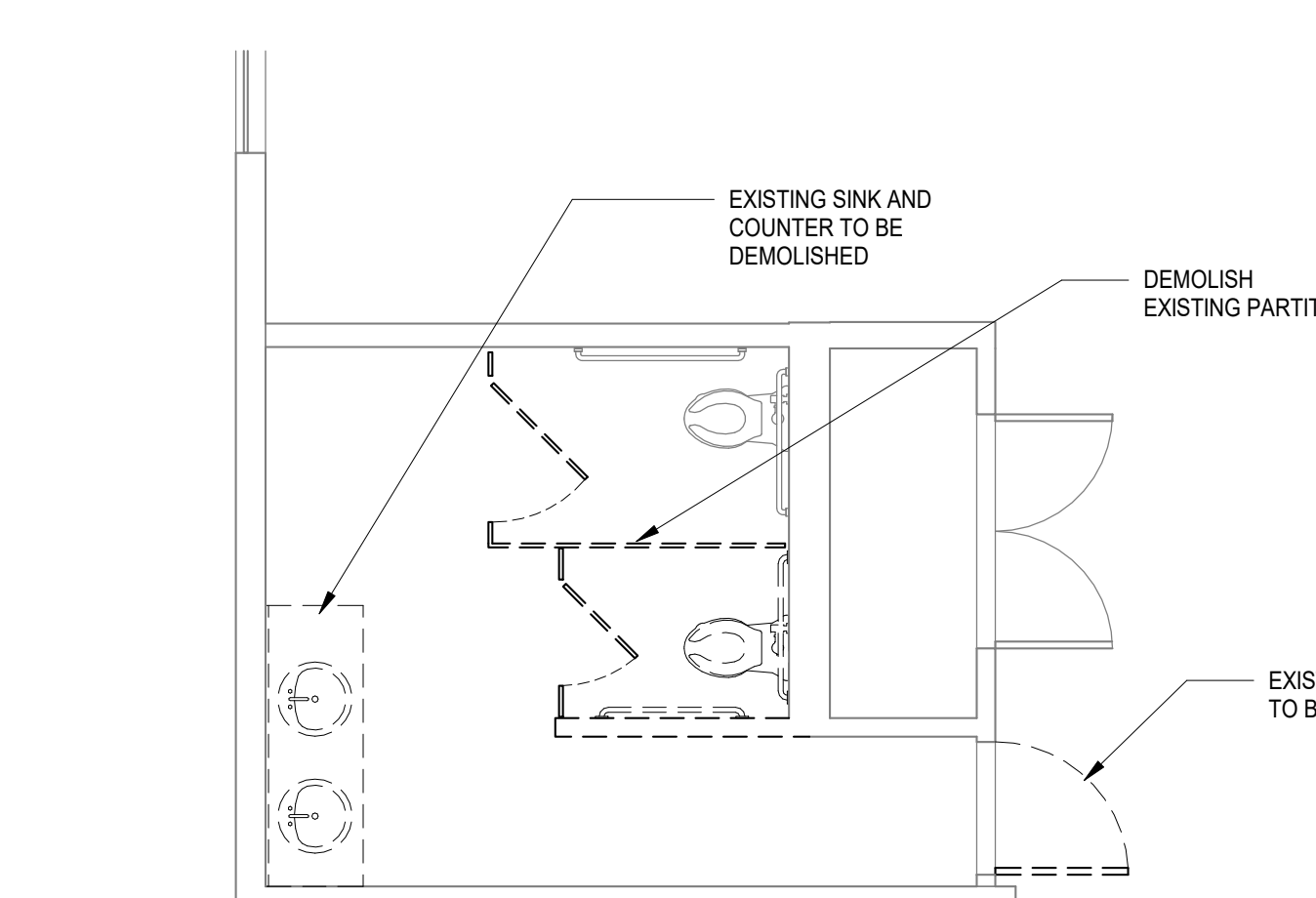
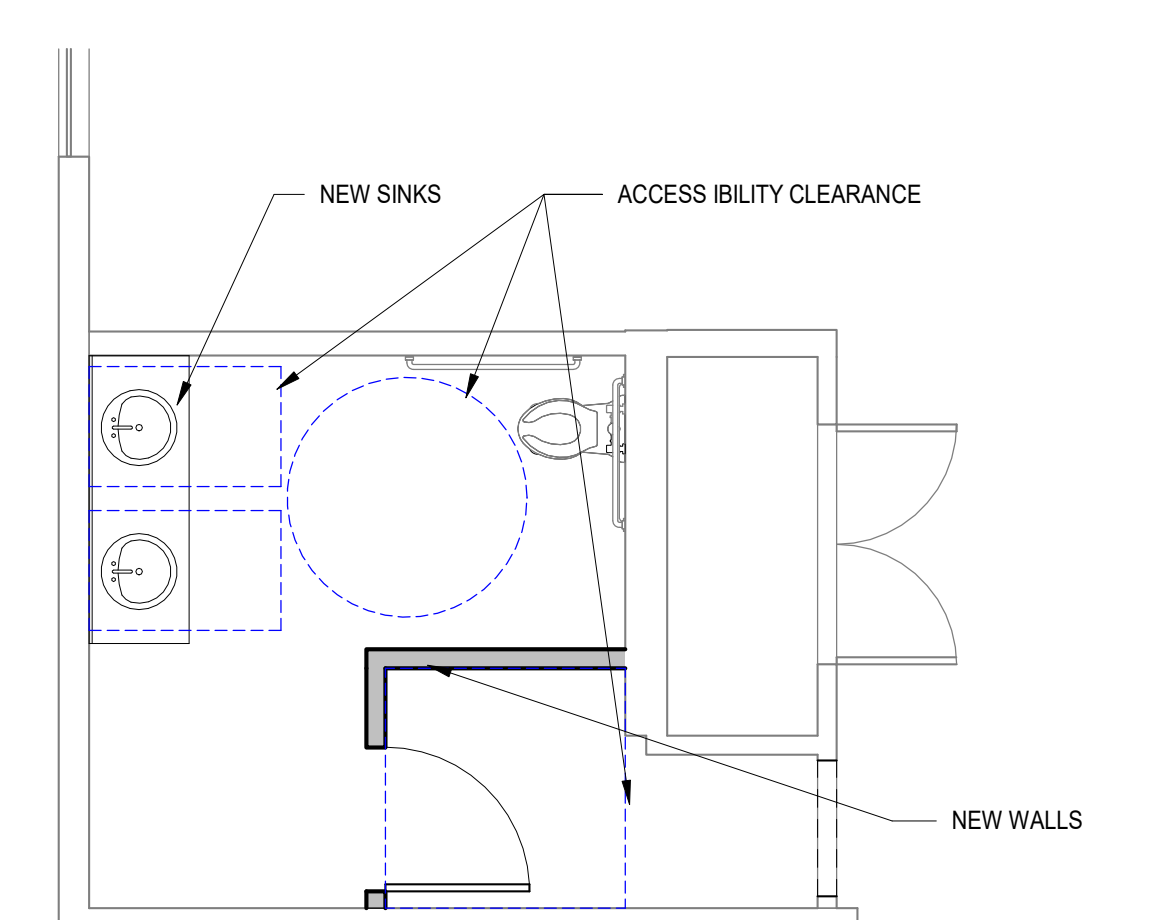


Fig. 5 A

Fig. 5 B

9 SENIOR CENTER - WOMENS RESTROOM - OPTION 1
1/4" = 1'-0"

6 SENIOR CENTER - WOMENS RESTROOM - EXISTING OPTION 1
1/4" = 1'-0"

3 SENIOR CENTER - MENS RESTROOM - OPTION 1
1/4" = 1'-0"

1 SENIOR CENTER - MENS RESTROOM - EXISTING OPTION 1
1/4" = 1'-0"

LAUTERBACH & ASSOCIATES
ARCHITECTS
David C. Keasterson, Architect • Ilona Scott, Architect • Mark S. Petti, Architect
300 MONTGOMERY AVENUE, OXNARD, CALIFORNIA 93036 | 805-988-0912 | FAX 805-981-4510 | www.la-arch.com

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**FLOOR PLAN -
SENIOR CENTER**
A-103

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

- A. Chair Malloy
- B. Ventura County/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Personnel
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report
- G. Board Members