

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY SERVICE ORGANIZATION ANNUAL UPDATE FORM**

NAME OF ORGANIZATION: Camarillo Pony Baseball Association

A representative from your Organization must attend the following PVRPD Board Meeting on:
Wednesday, June 3, 2020 at 6:00pm at the City of Camarillo Council Chambers (601 Carmen Dr.)

OFFICERS	NAME	ADDRESS	PHONE
President	Johnn Lovato	3890 Olivo Cl. Camarillo, CA 93010	805-443-7078
Vice President	Alex Mathis	1201 E. La Loma Ave., Somis, CA 93066	805-444-2716
Treasurer	Steve Smith	410 Calle La Sombra, Camarillo, CA 93010	805-443-7486
Secretary	Jaymi Stevens	1025 Durkin St., Camarillo, CA 93010	805-377-2789

Number of participants last year: Primary Season: 845 Secondary Season: 200
Projected number of participants in upcoming year: Primary Season: 850 Secondary Season: 250

What day and time are Board Meetings held? Day: 1st Tuesday of month Time: 7pm
Address where Board Meetings are held? Skyway Room, Freedom Park
Are Board Members elected or appointed? Elected: Elected Appointed: N/A
When are new Board Members elected? Month: June board meeting
When are new Board Members installed? Month: September board meeting

Organization must attach a signed copy of Form 990 (Return of Organization Exempt From Income Tax) and Organization's current Bylaws when submitting this form

Changes Organization has made from previous year:

We increased our training for our umpires in hopes of recruiting more.

Please provide any comments for the PVRPD Board of Directors:

Thank you for the continuous support to Camarillo Pony Baseball.

Please complete and return the Annual Update Form by May 15, 2020 to:

Pleasant Valley Recreation & Park District
Recreation Services Department
1605 E. Burnley Street
Camarillo, CA 93010
ldbinney@pvrpd.org
Phone: (805) 482-1996

Submitted By: Johnny Lovato, CPBA President

Signature: 

CAMARILLO PONY
BASEBALL ASSOCIATION
2020 BYLAWS

Prepared by:
The Board of Directors of the
Camarillo Pony Baseball Association

Table of Contents

Article I. Guidelines for Parents, Division Commissioners, Managers, and Coaches	4
A. General Responsibilities and Behavior of Parents	4
1. Requirements	4
2. Conduct.....	4
3. Dealing with Managers	4
4. Uniforms and Equipment	4
5. Fund Raising	5
B. General Responsibilities and Behavioral Standards of Division Commissioners	5
1. Division Commissioner's Specific Responsibilities	5
C. Selection of Team Managers and Coaches.....	5
1. Team Managers	5
2. Team Coaches	6
D. General Responsibilities and Behavioral Standards of Managers	6
1. Managerial Responsibilities	6
2. Manager Behavioral Standards	7
E. Reasons and Procedures for Disciplining or Dismissing a Manager or Coach.....	7
1. Disciplinary Measures for Rules Violation or Misconduct.....	7
2. Procedures for Dismissal.....	7
Article II. Assignment of Players to Teams, Replacement, Reassignment, and Disciplining or Transferring Players	8
A. Assignment of Players to Quarterhorse & Shetland.....	8
B. Assignment of Players to Teams in all other Divisions.....	8
C. Player Draft Procedures	8
D. Roster Control	9
E. Replacement and Reassignment.....	9
F. Acceptable Reasons for Disciplinary Action.....	10
G. Notification of Disciplinary Action	10
H. Reasons for Removing a Player from a Game	10
I. Player Ejected from a Game	10
Article III. Practice and Game Guidelines	11
A. Practice Schedule	11
B. Game Schedule.....	11
C. Game Rescheduling.....	11
D. Protests.....	12
1. Protest Board	12
2. Protest Procedures.....	12
3. Decision Time.....	12
4. Game Replay Considerations.....	12
5. Game Replay Date	12
Article IV. Post-Season Tournament, and Player Awards.....	13
A. Post Season Tournament.....	13
1. Four Team Bracket.....	14
2. Five Team Bracket	15
3. Six Team Bracket	16
4. Seven Team Bracket	17
5. Eight Team Bracket	18
B. Player Awards.....	19
1. Pinto, Mustang, Bronco, Pony, and 18U Colt Divisions.....	19

2. Quarterhorse & Shetland.....19

Article I. Guidelines for Parents, Division Commissioners, Managers, and Coaches

A. General Responsibilities and Behavior of Parents

Parents are the most influential of all CPBA members on conduct of players, managers, coaches and umpires. It is therefore vital to the success of this program for the parents to maintain good self-control at all times and express positive support for all participants.

The CPBA is a parent-supported organization. All parents must assist the league officers in attaining the objective of the CPBA.

1. Requirements

Parents will be expected to fill one of the following team support functions:

- a. Manager or Coach
- b. Team Scorekeeper
- c. Team Field Preparation and Clean Up
- d. Team Sponsor Liaison
- e. Team Parent
- f. Team Fundraising Coordinator
- g. Team Yearbook Coordinator
- h. League Yearbook Coordinator
- i. League Parent
- j. Division Commissioner
- k. CPBA Picture Day Support
- l. CPBA Fundraising Support
- m. Board of Directors Member

2. Conduct

The conduct of the parents when in contact with the team manager, coaches, players, and especially when at the games will be that of a responsible adult. Any parent or spectator who was ordered to be removed from the field area by the umpire, after one warning, is suspended from attending the remainder of that game. Penalty of up to three subsequent games may be applied upon review by the Board of Directors. Umpires shall submit a written report to the Division Commissioner via the Director of Umpires. *Penalty:* If the suspended parent or spectator attends a game involving their team during the suspension period, the game may be forfeited to the opposing team at the discretion of the Board of Directors.

3. Dealing with Managers

Problems between parents, managers and/or coaches should first be discussed between the parties directly involved to attempt a resolution. If an issue cannot be resolved at this level, the manager should arrange a meeting between the parties involved and the Division Commissioner. If the issue is still not resolved, the parties should meet with the Director of Commissioners and finally with the Board of Directors, if necessary. Failure to follow this plan will result in a denial of appeal.

4. Uniforms and Equipment

Parents and managers are responsible for the uniforms and equipment issued to players and managers. Equipment must be returned at the end of the season. If equipment is not returned, those responsible will be billed at the current rate of replacement and shall be excluded from further participation in the CPBA program until such bill is paid or the equipment is returned.

5. Fund Raising

All parents are responsible for making a reasonable effort to support CPBA fundraisers.

B. General Responsibilities and Behavioral Standards of Division Commissioners

Each Division Commissioner supports the appropriate Director of Commissioners and shall be responsible for the organization and conduct of their league or league division.

1. Division Commissioner's Specific Responsibilities

- a. Conduct an interview of all managerial candidates, which will be provided by the appropriate Director of Commissioners. At the conclusion of these interviews, compile a list of all applicants and present this final list of candidates to the Board of Directors for approval.
- b. Review the Bylaws and submit any proposed changes in writing to the Board of Directors via the appropriate Director of Commissioners.
- c. Attend the skills ratings for their respective leagues (Pinto – Colt).
- d. Work with the Director of Equipment to coordinate the distribution (at the beginning of the season) and collection (at the end of the season) of equipment to team managers for their respective leagues.
- e. Meet with team managers, as required, to keep managers apprised of league operation, schedule of events, and other important issues.
- f. Attend the player draft.
- g. After player draft, obtain and maintain current team rosters. Ensure that all roster changes are approved by the Director of Players before distributing to the managers.
- h. Attend the proceedings for selecting the all-star players, managers and coaches.
- i. Develop a preseason practice schedule for the assigned league.
- j. After notification, in writing, by the team managers, approve and supervise disciplinary action of players.
- k. If required, initiate disciplinary action or dismissal of managers and coaches as specified in the Bylaws.
- l. Periodically inspect team scorebooks to ensure compliance with the Bylaws & Special League Rules.
- m. Inform the Director of Umpires when umpires are late, do not report for games, or demonstrate less than acceptable conduct and skills in officiating or maintaining control of the game.
- n. Provide assistance to the Director of Facilities in the upkeep of fields. This includes preparation, maintenance and clean-up assistance by using the League team personnel. It is the Commissioner's duty to ensure that the managers oversee the cleaning of the dugout, field, and bleachers after all games and practices.
- o. Submit request to reschedule games to the Scheduling Committee Chairperson via the appropriate Director of Commissioners.
- p. Ensure managers obtain medical information sheets for each player and have them during all practices and games.
- q. Maintain and post weekly league standings for Pinto, Mustang, Bronco, Pony, and Colt.
- r. Assist board in providing field duty coverage.

C. Selection of Team Managers and Coaches

1. Team Managers

- a. Managers will be selected by the Board of Directors from a list of candidates provided by the Division Commissioner.
- b. All Managers must pass a background check and complete online concussion training.

2. Team Coaches

- a. After the league player draft, the team manager will recommend a minimum of two coaches and submit their names to the appropriate division commissioner for approval by the Board of Directors within ten (10) calendar days.
- b. All Coaches must pass a background check and complete online concussion training.
- c. At least one coach should be a family member of a player on the team.
- d. In the manager's absence, one of the coaches will be the acting manager.

D. General Responsibilities and Behavioral Standards of Managers and Coaches

1. Managerial and Coaching Responsibilities

- a. Teach each player the game of baseball and the meaning of playing together as a team.
- b. Teach each player the meaning of good sportsmanship by precept and example.
- c. Instruct and show by example good safety habits of practice and play.
- d. Develop, to the best of his ability, the overall athletic skill of each player on the team.
- e. Ensure his players' parents carry out the work necessary for the team's function. These job assignments are typically those of Coach, Scorekeeper, Sponsor Liaison, Team Parent, Field Preparation and Cleanup, Refreshment Coordinator, Team Yearbook Coordinator.
- f. Provide a qualified scorekeeper, except in Quarterhorse and Shetland divisions, for each scheduled game and be responsible for the submission of game scores to the Division Commissioner.
- g. Maintain discipline of the players, parents and spectators of the team at all practices and games.
- h. Notify parents of practices and games.
- i. Follow all aspects of CPBA's "Concussion Protocol"
- j. Ensure player and parent participation in keeping fields and areas around bleachers and dugouts clean. Failure of the manager to comply will warrant forfeiture of the game unless he or she lost, then the last win of that team may be forfeited.
- k. Maintain a current record of player participation, e.g., games, innings played, innings pitched, etc.
- l. Maintain order in the dugout by having a coach or self in the dugout at all times during play.
- m. Be responsible for set-up or take down of the field when designated as the home team in the league schedule.
- n. Ensure that equipment in his possession is in safe and usable condition.
- o. Be accountable for his team's equipment, which must be returned by the last scheduled turn-in date. Failure to comply may result in a fine.
- p. Notify the appropriate Division Commissioner if an umpire is late or does not report for a game, or demonstrates less than acceptable conduct and skills in officiating or maintaining control of the game.
- q. All 18U Colt, Pony, Bronco, Mustang, and Pinto Managers:
 - (1) No one other than players and Board approved Coaches and Manager are to be in the dugout during games. Other children of the Manager or Coaches, or siblings of the players are not allowed in the dugout under any circumstance.
 - (2) With the exception of Pinto Rec league (4), a maximum of three (3) Board approved Manager/Coaches are allowed on the field or in the dugout during any game.
 - (3) While on offense, there is to be only one third base Coach, one first base Coach. The remaining Coach or Manager is to be in the dugout or near the dugout entrance.

2. Manager and Coach Behavioral Standards

The manager, to exhibit proper behavior in the CPBA program, must:

- a. Demonstrate good sportsmanship at all times.
- b. Appropriately discipline players when necessary without attacking the player's character.
- c. Never imply, directly or indirectly, by action or comments that any particular player was personally responsible for the win or loss of a game.
- d. Never solicit votes for an all-star team player or managing position prior to the all-star team or manager selection meeting.
- e. Never use alcohol or tobacco products of any kind during games, or practices, or at any time while in contact with any CPBA player or CPBA player's family.

E. Reasons and Procedures for Disciplining or Dismissing a Manager or Coach

If a manager or coach is not discharging his responsibilities, he may be disciplined or dismissed only by approval of the Board of Directors.

1. Disciplinary Measures for Rules Violation or Misconduct

- a. The Division Commissioner, with approval of the Board of Directors may suspend managers and/or coaches for one game because of violations of the CPBA Bylaws & Special League Rules.
- b. The Division Commissioner shall notify the Director of Commissioners in writing of any violation and disciplinary action proposed.
- c. A manager, coach or spectator ordered removed from the game by the umpire shall not instruct or manage his team for the remainder of that game. Penalty of up to three subsequent games may be applied upon review by the board of directors. During any suspension period, the Manager or Coach shall not instruct or manage his team in any manner from the stands or sidelines, including but not limited to, speaking with or giving instructions to players or fellow coaches on his team, or using any other member of his team or general public to communicate instructions to his players or fellow coaches. During his suspension, the Manager or Coach may conduct regular practices with his team, but may not manage or coach during any game, including pre-game warm-ups, as noted above.
- d. The umpire shall submit a written report to the appropriate Division Commissioner via the Director of Umpires, within 24 hours of ejection and in all cases at least 4 hours prior to the next scheduled game for the team in question. All appeals of suspensions must follow the same procedures as a protest. If sideline coaching, or umpire harassment continues, the manager, coach or spectator shall be subject to dismissal by the Board of Directors in addition to the forfeiture of the game.
- e. Any manager, coach or spectator who inappropriately touches or exhibits inappropriate behavior with or toward an umpire or League Official may be suspended for the balance of the season, subject to an appeal, if any. The umpire shall submit a written report within 24 hours to the Director of Umpires. The manager, coach or spectator shall also submit a report in writing within 24 hours to the appropriate Director of Commissioners. The Board of Directors shall review the matter.

2. Procedures for Dismissal

- a. The Division Commissioner shall first discuss the violation with the manager and/or coach and attempt to correct the violation.
- b. If the Division Commissioner is unable to correct the violation, the manager and/or coach will then, together with the Division Commissioner, meet with the Director of Commissioners in a further attempt to resolve the violation.

- c. If it becomes necessary, the Director of Commissioners and the Division Commissioner will bring the manager and/or coach before the Board of Directors.

Article II. Assignment of Players to Teams, Replacement, Reassignment, and Disciplining or Transferring Players

All players will be assigned to their age appropriate division. However, with Board approval, a player may be permitted to play down from his or her age appropriate division if the board deems it to be in the best interest of the player with regards to skill level and safety. The board reserves the right to re-assess and reassign said player to his or her age appropriate division at any time.

A. Assignment of Players to Quarterhorse & Shetland

1. When assigning players to teams, parity is the main objective. The Director of Players will attempt to form and assign all teams in Quarterhorse & Shetland using geographical location of players. Team assignments will include the manager's son or daughter unless otherwise requested. Special requests for players to be on the same team may be allowed with approval of the board. The number and ages of players on each team will be at the discretion of the board.

B. Assignment of Players to Teams in all other Divisions

The Pinto, Mustang, Bronco, Pony and 18U Colt divisions will each have one division.

1. The Board of Directors will determine the number of players on a roster based upon the recommendation of the Director of Players.
2. All proposed managers shall attend the skill ratings for his league and rate each player. A panel consisting of Board Members and qualified volunteers will also rate all players. These scores will be used as an additional source of information.
3. The parent of a player may request in writing that a particular manager not select his child. Only one (1) request will be considered and it must explain the reason for the request. This request cannot be used in an attempt to increase the probability of being selected by a more preferred manager. The request must be provided to the Board of Directors President or his designee 48 hours prior to any draft. The President with two other Board Members will approve or reject the request. If approved, the affected manager will be informed prior to the draft.
4. The teams will be formed using the player draft procedures.
5. The number and ages of players on each team will be at the discretion of the board.
6. Any player not attending Skills Ratings will not be eligible to be drafted unless approved by board.
7. Upon completion of the player draft, players who did not attend Skills Ratings will be assigned to a team in a random fashion that will be determined by the Director of Players.

C. Player Draft Procedures

In selection of players, the basic goal of CPBA is to achieve league balance.

1. At least 48 hours prior to the draft, the appropriate division commissioners will make available to all managers a list of all eligible players. This list will be obtained from the appropriate Director of Players.
2. A Board Member will be responsible for the draft proceedings.

3. The Director of Players and Director of Commissioners shall assist a Board Member and serve with him as a three member Team Formulation Review Committee to resolve any unforeseen problems.
4. No one other than Managers, Division Commissioners, and Board Members shall be allowed at any draft proceedings. (If a manager cannot attend, an assistant coach can take his/her place)
5. The manager's child shall be drafted in his / her natural round based upon the player's skills rating.
6. In the event the manager has more than one child, each child will be selected in his / her natural round.
7. In the event the manager's child did not attend skills ratings, the player will be selected in the earliest round possible.
8. A manager's assistant coach's child will be selected in its natural round based upon the skills rating. If the player did not attend the skills rating, then the player will be selected in the earliest round possible.
9. Based upon the Board's relative rating of the managers' children, the order of draft selections will be determined prior to Round 1. The manager with the lowest rated child shall have the first opportunity to choose his position for Round 1, either A, B, C, D, E, or F, in a six team serpentine draft. The manager with the next lowest rated child shall choose his position next, and so on until all Managers have been positioned. A chart, showing the serpentine draft order will be provided, with the Manager in position A making the first selection in Round 1, the Manager in position B making the second selection, the Manager in position C the third selection, the Manager in position D the fourth selection, the Manager in position E the fifth selection, and the Manager in position F the sixth selection. In Round 2, the process reverses, with position F making the first selection, position E making the second selection, and so on until the Manager in position A makes the sixth selection in Round 2. The process continues to reverse itself each round until the draft is concluded.
10. All players that have attended skills ratings will be drafted prior to those who did not attend tryouts.
11. At the conclusion of the player draft, the undrafted players will be randomly assigned to a team.
12. A manager without an automatic draft pick will choose a player whose value is equal to or greater than the average of the ratings of the other players in the automatic draft as his first round selection.
13. The sibling of a selected player will be automatically drafted to the same team during their natural round, based upon the ratings of the panel, unless specified by the parents.
14. After all rosters are full, each manager may initiate ONE trade and be involved in no more than two trades. The Director of Players or his designee must approve all trades. All trades must occur at the draft unless approved by the board.
15. All Managers are to attend the Draft selection meeting.

D. Roster Control

1. In the Rec League, Managers will maintain a full roster as determined by the Board of Directors, and as long as replacement players are available on the waiting list. Injured or sick players who are expected to resume playing before the conclusion of the season may be retained on the roster.
2. Managers must immediately notify the appropriate Division Commissioner of any player who might not resume playing before the conclusion of the season. The Division Commissioner will notify the Director of Players.
3. All proposed changes in a team's roster shall be communicated to and approved by the Board of Directors, prior to said change takes place.

DI. Replacement and Reassignment

1. When a Rec League Roster opening occurs, the manager in need of a replacement player will notify the Director of Players. A roster opening is deemed to occur when a player is not expected

to return to his team. No Manager or Parent may contact any prospective replacement player or their parent(s). The Director of Players will contact the parent's of the next player on the waiting list. Immediately upon acceptance by the prospective replacement player's parent(s), the Manager is then permitted to, and shall, contact that player and invite him to the next practice and arrange for a proper uniform. A final decision by the replacement player's parent must be made before the team's next game. ABL teams are not permitted to add a player that is on an active Pony Rec League roster.

2. Players who are added from the wait list to a Rec League team will be eligible for all-star play if the move happened before the halfway point of the season.

F. Acceptable Reasons for Disciplinary Action

1. The manager has the responsibility of maintaining a high standard of behavior among the players on the team. If the manager feels that a player is behaving in a manner not consistent with good sportsmanship or not in the best interest of the team, he or she may request, through the appropriate Division Commissioner, that the Director of Players remove the offending player from the team roster.

G. Notification of Disciplinary Action

1. A player shall not be benched for disciplinary reasons such as missing practice, being late for practice or other "non-game" reasons until the Division Commissioner has been notified and given his approval. The Division Commissioner will then notify the Director of Commissioners. The Director of Commissioners may act in the place of the Division Commissioner if the latter is unavailable.

H. Reasons for Removing a Player from a Game

1. If it is the opinion of the manager that a player's participation in a game may result in injury either to himself, or to another, that manager may, with the concurrence of the umpire, remove said player from the game. The umpire must make note of any player removals in the affected team's scorebook. There is no penalty unless the affected player's team falls below nine (9) players, at which time an out will be recorded for the removed player in his spot in the batting order for the first time only.
2. Subsequent missed at-bats by the removed player will be skipped and no penalty will be assessed.
3. A player who has left the field has a grace period of 60 seconds after he has been called to the batter's box to return to the field. If the player fails to return before the end of these 60 seconds, the player will be called out, but may return to the line-up in the same batting order.
4. A player who has left the complex for any reason will not be recorded as an out, but may not return to the line-up at any point during the game. However, if the removal of a player causes the team to fall below 9 players, an out will be recorded for the first missed at-bat only.

I. Player Ejected from a Game

1. A player ejected from a game by the umpire is suspended for the remainder of that game. Penalty of up to three subsequent games may be applied upon review by the Board of Directors.
2. The umpire shall submit a written report to the Director of Umpires within 24 hours. The Director of Umpires shall forward a copy of the ejection report to the Director of Commissioners prior to the Ejection Board convening.
3. A suspended player may attend the game as a spectator only. If a player is found to have violated the suspension, the game in which the violation occurred will be forfeited at the discretion of the Board of Directors.

4. In the event of an ejection, the ejected player's spot in the batting order will be recorded as an out in all subsequent at-bats; as well as that at-bat, if the ejection occurs while the player is batting.
5. All ejections shall be evaluated by the Ejection Review Board to determine disciplinary actions and suspensions. The board is comprised of Director of Umpires (Chairman), President, and Vice President. The board may invite the Director of Commissioners, Director of Players, and/or Division Commissioners involved to determine the appropriate actions against such player. The board shall make every effort to convene prior to the next scheduled game of the ejected player.
6. If any member of the Ejection Board manages or coaches a team, and is involved in the ejection, the Director of Commissioners will act on the Ejection Board in their place.

Article III. Practice and Game Guidelines

A. Practice Schedule

1. Pre-season practices may not exceed three per week with a maximum practice time of two hours per practice. Pre-season practices may be adjusted with the approval of the Board of Directors.
2. During the season, the combination of games and practices may not exceed four per week.

B. Game Schedule

1. The Scheduling Committee is responsible for having a game schedule prepared and distributed to each Division Commissioner. The Division Commissioner is responsible for distributing the schedule to each manager. Each manager is responsible for distributing the game schedule to each player on his/her team.

C. Game Rescheduling

1. All games schedules are final when distributed. Games will not be rescheduled except for reasons of weather, field conditions, schedule errors, or if the Board of Directors determines a change would benefit CPBA. Requests to reschedule games must be submitted by the Division Commissioner to the Director of Commissioners at least 48 hours prior to the original scheduled game time. The Scheduling Committee will approve or disapprove the requested schedule change. If the schedule change is approved, the Scheduling Committee chairperson will provide the revised written schedule to the appropriate Director of Commissioners and Director of Umpires. The appropriate Director of Commissioners will provide the revised schedule to the Division Commissioner. The Division Commissioner will notify the team managers. The board reserves the right to reschedule games as needed when time does not permit per Game Rescheduling procedures.

D. Protests

A manager may protest a game after he perceives that the umpire has misinterpreted a rule against his team. Protests based on judgment decisions by the umpire are not permitted.

1. Protest Board

- a. The Protest Board will consist of the Director of Umpires (Chairperson), Director of Procedures, Director of Commissioners, President and Vice President. At least five members of the Protest Board must be present to render a decision. In the event the Protest Board is unable to convene five members, the appropriate Division Commissioner or available board member will act as a Protest Board Member for the protest on a temporary basis.

The appropriate Division Commissioner will attend all Protest Board meetings, participate in all aspects of the meeting, but shall only have the power to vote on any protest in the event that he or she is duly called to act as the fifth Protest Board Member. The Protest Board shall concern itself only with the game being protested and may solicit testimony from any source that it chooses, but actual decisions shall be based on majority vote. Decisions of the Protest Board are final, are not subject to appeal, and will be submitted to the Secretary for recording purposes.

2. Protest Procedures

- a. When a protest occurs, the objecting manager must, at the time of the play, notify the plate umpire, the opposing manager, and the official scorekeeper that the game is being played under protest.
- b. Any team manager or other adult leader who withdraws a team from the playing field under any circumstances prior to the official completion of the game shall forfeit all rights to protest as described above.
- c. Umpires should make a public announcement to the crowd when a game is being played under protest.
- d. The umpire shall submit a written report immediately following the end of the game.
- e. The protest must be submitted in writing within 48 hours of the completion of the game to the Protest Board in care of the Director of Umpires. A check for \$100.00 payable to the Camarillo Pony Baseball Association must be included. If the protest is upheld, the check will be returned. If the protest is not upheld, the money will become part of the CPBA treasury.

3. Decision Time

- a. The Protest Board will make every effort to render a decision within five calendar days of the receipt of the protest from the protesting manager. Preferably before next scheduled game.

4. Game Replay Considerations

- a. Any game in which a protest is upheld will be replayed from the point of the protest with each team having the same lineup in effect at the time of protest. Pitchers' eligibility shall be determined by the number of innings pitched during the game at the time of protest.
- b. In leagues using round-robin batting and free substitution, the lineup will remain intact except that an absent player may be deleted from the lineup.

5. Game Replay Date

- a. If a protested game is replayed, it will be replayed as soon as possible. The Scheduling Committee shall schedule replayed games.

Article IV. Post-Season Tournament, and Player Awards

A. Post Season Tournament

The Pinto, Mustang, Bronco, Pony, and Colt divisions shall have a post-season double elimination tournament in which all teams participate. Seeding of the teams in the tournament will be based on the results of the division standings at end of the regular season. Divisions with more than eight (8) teams may be divided into two divisions, American and National, if deemed necessary.

1. We will be using team record of wins and losses. If there is a tie in the division standings, the head-to-head results will be used. If this does not result in a champion, the following tiebreakers will be used. Only league games between the tied teams will be considered.
 - a. Least runs scored against
 - b. Most runs scored

c. A coin toss

Pinto and Mustang divisions will play a minimum of 4 innings for tournament games. The championship game will be played in full (6 innings) but the mercy rule still applies.

Bronco, Pony, and Colt will play a minimum of 5 innings for tournament games. The championship game will be played in full (7 innings) but the mercy rule still applies. (Interleague rules may vary)

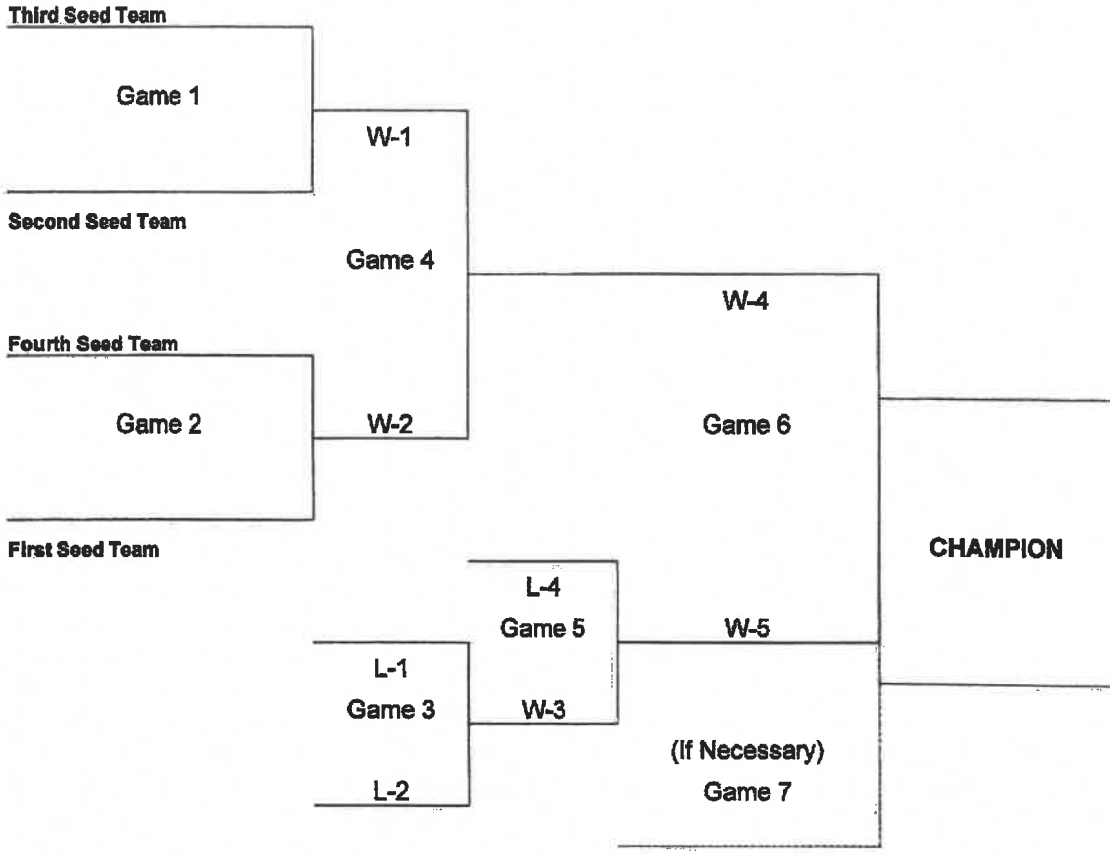
Once the minimum innings limit is reached, games will conclude in accordance with that league's established time limit.

If it is determined that a coach is purposefully delaying a game, he / she will be subject to disciplinary action.

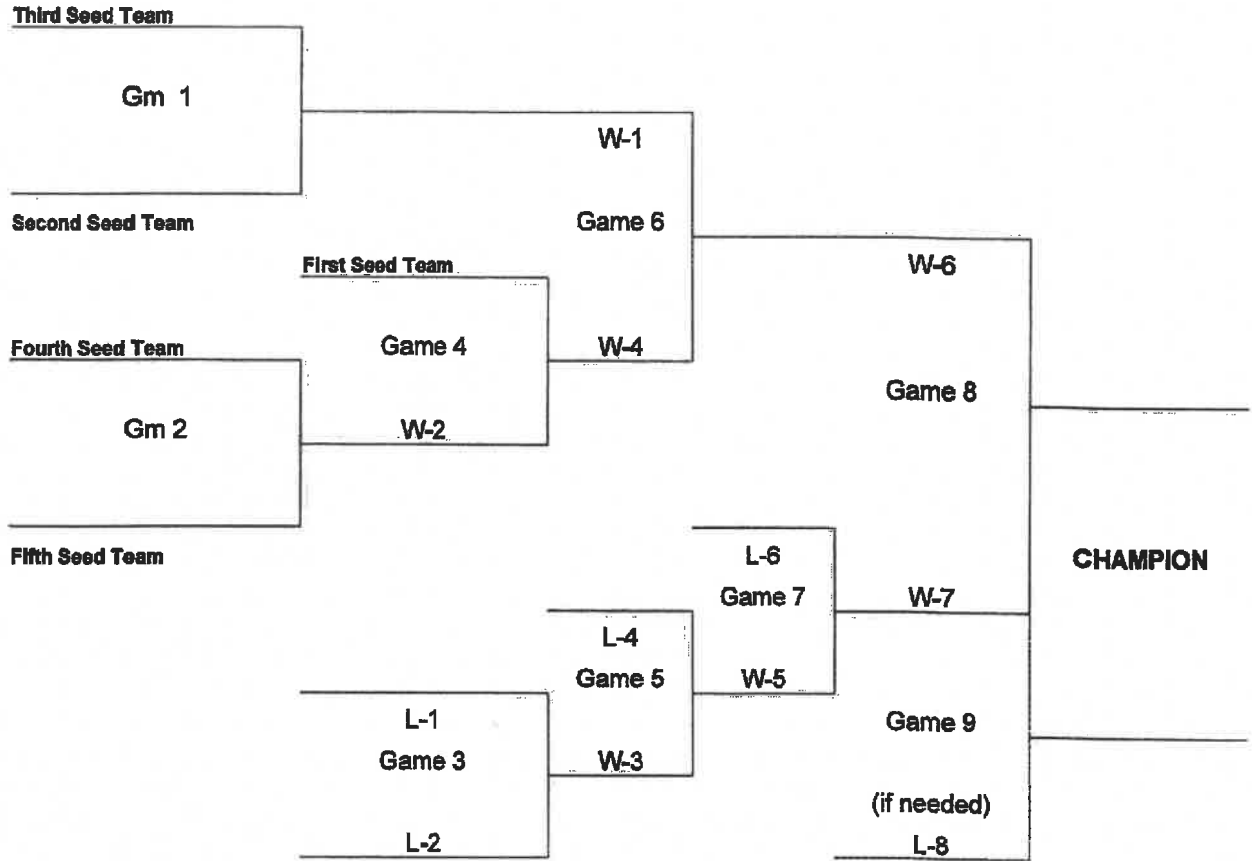
The top seed will be HOME team in all tournament play with the exception of Championship game. If top seed in the Championship game comes from the losers bracket, the top seed would be the visiting team. If the "If Necessary" Championship game needs to be played, the top seed will be HOME team.

The following are the tournament brackets to be used:

FOUR TEAM BRACKET
Double Elimination Tournament

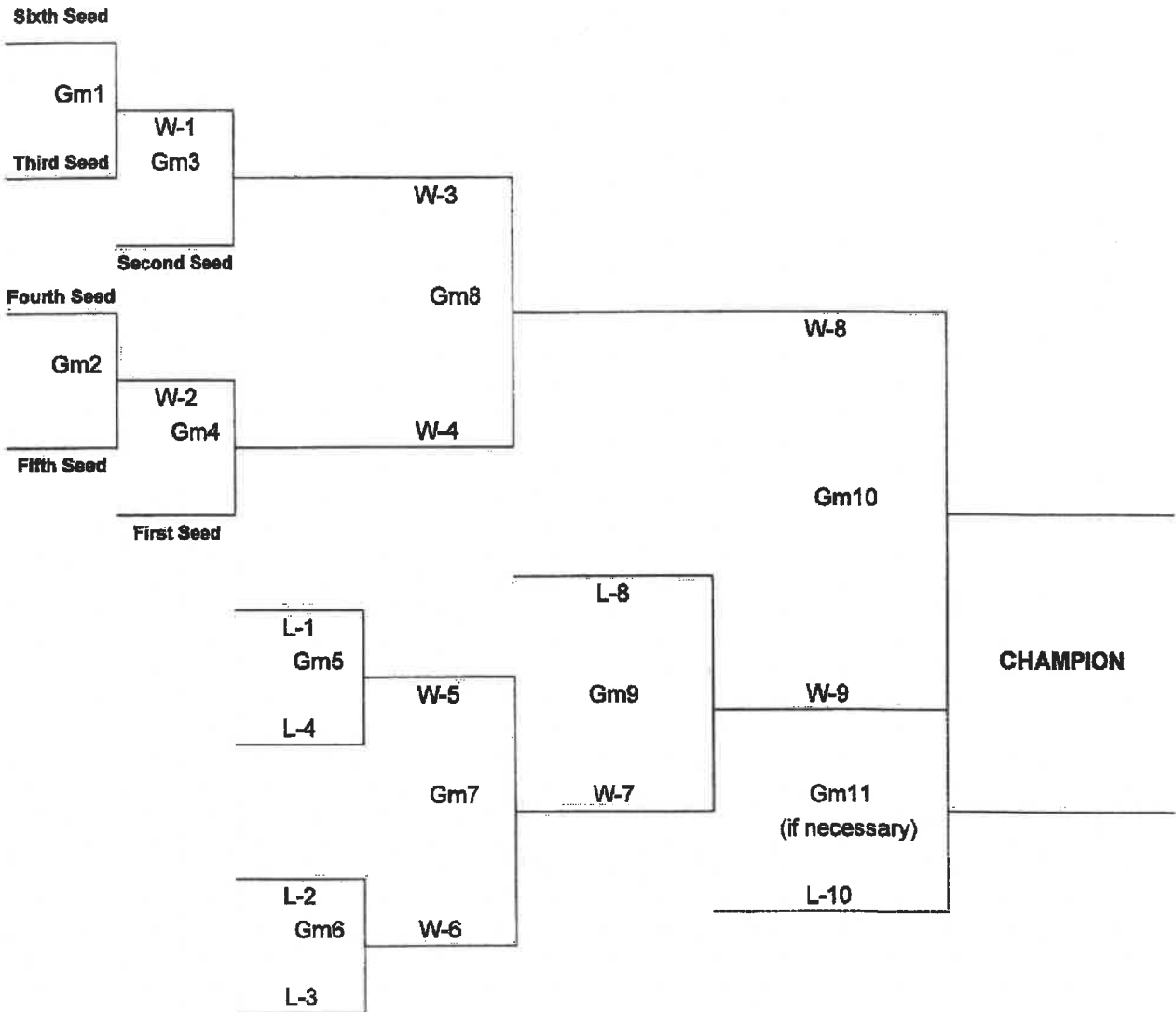


**FIVE TEAM LEAGUE
Double Elimination Tournament**

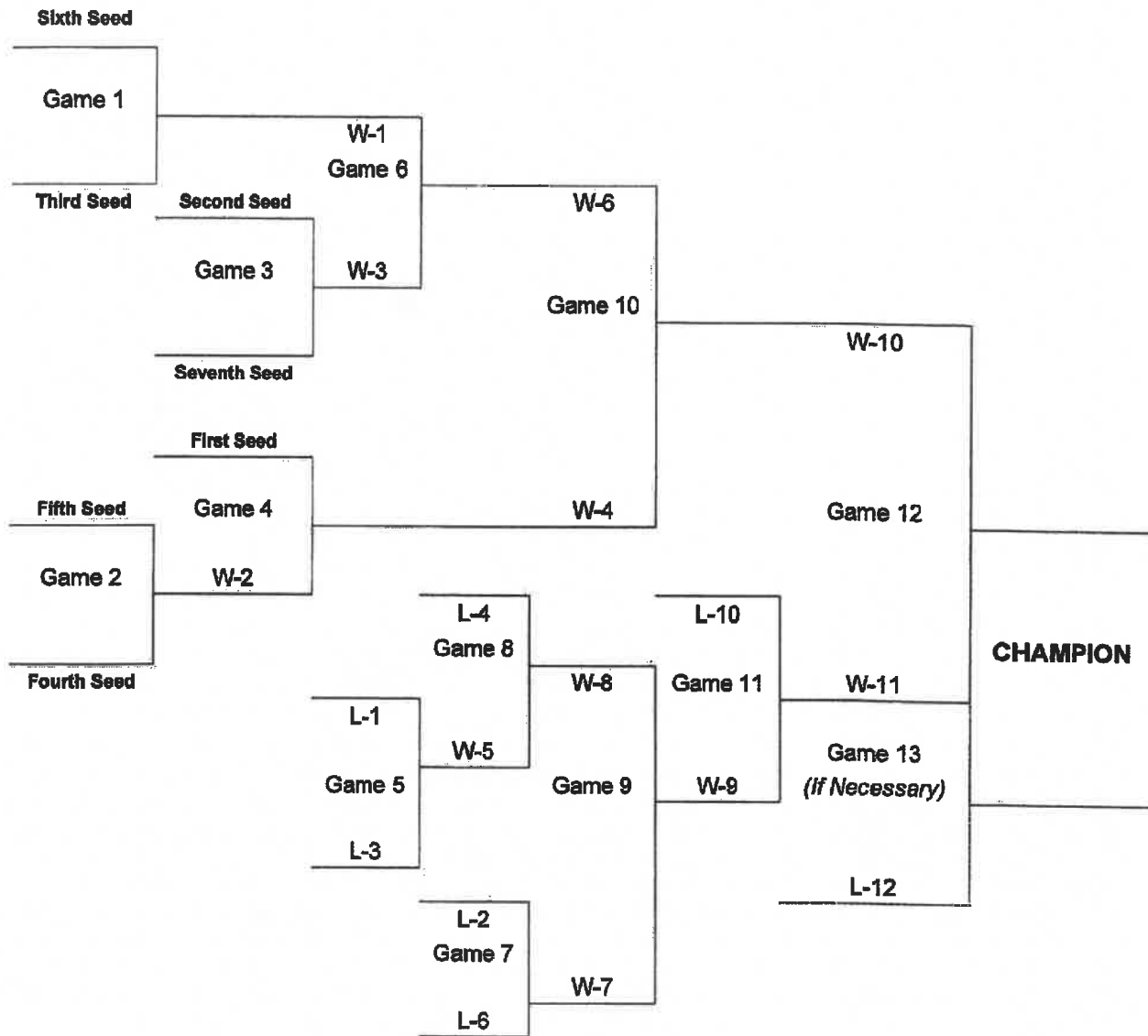


SIX TEAM LEAGUE

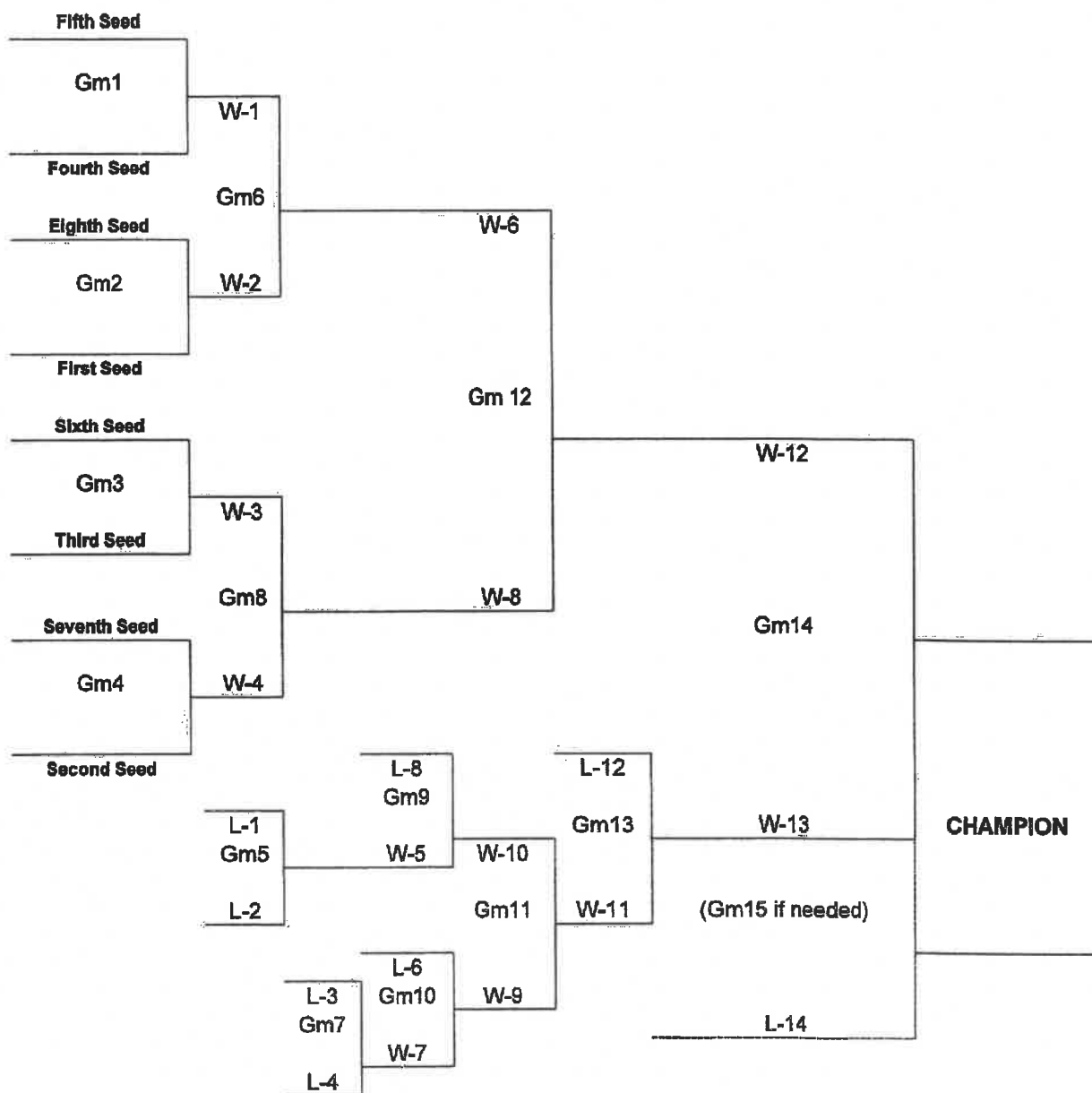
Double Elimination Tournament



SEVEN TEAM LEAGUE
Double Elimination Tournament



Eight Team League Double Elimination Tournament



B. Player Awards

1. Pinto, Mustang, Bronco, Pony, and 18U Colt Divisions

- a. The team finishing with the best record, or in the case of equal records, the team with the best record in head-to-head league games, shall be declared the league champion. If this tie-breaking procedure does not yield a single champion, each such team will be declared co-champions. Each player on a championship team will be given an award. Other awards are at the discretion of the Board of Directors.**

2. Quarterhorse and Shetland

- a. Division standings will not be compiled and all players will receive participation awards.**

Form 990

Return of Organization Exempt From Income Tax

OMB No 1545-0047

Department of the Treasury Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public Information about Form 990 and its instructions is at www.irs.gov/form990

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning 06-01-2017, and ending 04-30-2018

- B Check if applicable: Address change, Name change, Initial return, First return/organization, Amended return, Application pending

C Name of organization: CAMARILLO YOUTH SOCCER CLUB DBA: EAGLES SOCCER CLUB; Doing business as; Number and street (or P O box if mail is not delivered to street address): 7261 LOS COYOTES PLACE; City or town, state or province, country, and ZIP or foreign postal code: CAMARILLO, CA 93012

D Employer identification number: 77-0154817

E Telephone number: (805) 449-8339

G Gross receipts \$ 1,446,841

F Name and address of principal officer

H(a) Is this a group return for subordinates? Yes No; H(b) Are all subordinates included? Yes No; H(c) Group exemption number

I Tax-exempt status: 501(c)(3); J Website: WWW.EAGLESSOC.COM

K Form of organization: Corporation; L Year of formation: 1978; M State of legal domicile: CA

Part I Summary

Activities & Governance

- 1 Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O; 2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets; 3 Number of voting members of the governing body; 4 Number of independent voting members of the governing body; 5 Total number of individuals employed in calendar year 2017; 6 Total number of volunteers; 7a Total unrelated business revenue; 7b Net unrelated business taxable income

Revenue

- 8 Contributions and grants; 9 Program service revenue; 10 Investment income; 11 Other revenue; 12 Total revenue

Table with columns: Prior Year, Current Year. Rows: 8-12 (Revenue), 13-19 (Expenses), 20-22 (Net Assets or Fund Balances)

Expenses

- 13 Grants and similar amounts paid; 14 Benefits paid to or for members; 15 Salaries, other compensation, employee benefits; 16a Professional fundraising fees; 16b Total fundraising expenses; 17 Other expenses; 18 Total expenses; 19 Revenue less expenses

Net Assets or Fund Balances

- 20 Total assets; 21 Total liabilities; 22 Net assets or fund balances

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: KATHLEEN KELLEY, President; Date: 2018-07-25

Paid Preparer Use Only

Print/type preparer's name: Wayne Hopkins; Preparer's signature: Wayne Hopkins; Date; Check if self-employed; Preparer's EIN: 77-0555721; Phone to: (805) 383-8998

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No; For Paperwork Reduction Act Notice, see the separate instructions. Cat No 11282Y

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III
 1 Briefly describe the organization's mission
 SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
 If "Yes," describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
 If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a	(Code See Additional Data)	(Expenses \$	1,229,469	including grants of \$) (Revenue \$
4b	(Code	(Expenses \$		including grants of \$) (Revenue \$
4c	(Code	(Expenses \$		including grants of \$) (Revenue \$
4d	Other program services (Describe in Schedule O)				
	(Expenses \$		including grants of \$) (Revenue \$
4e	Total program service expenses ▶		1,229,469		

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A ^(a)	Yes	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		No
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		No
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		No
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 99-19? If "Yes," complete Schedule C, Part III		No
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I ^(a)		No
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II ^(a)		No
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III ^(a)		No
9 Did the organization report an amount in Part X, line 21 for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV ^(a)		No
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V ^(a)		No
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI ^(a)	Yes	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII ^(a)		No
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII ^(a)		No
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX ^(a)		No
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X ^(a)		No
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X ^(a)	Yes	No
12a Did this organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII ^(a)		No
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional ^(a)		No
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		No
14a Did the organization maintain an office, employees, or agents outside of the United States?		No
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		No
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		No
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		No
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		No
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	Yes	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		No

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		No
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		No
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		No
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		No
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		No
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		No
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		No
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		No
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		No
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		No
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		No
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions)		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		No
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		No
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		No
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		No
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		No
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		No
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		No
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		No
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		No
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		No
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		No
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		No
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		No
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	Yes	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1099-Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	Yes	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		No
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		No
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		No
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		No
b	If "Yes," enter the name of the foreign country: _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		No
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		No
5c	If "Yes," to line 5a or 5b, did the organization file Form 8896-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		No
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		No
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		No
d	If "Yes," indicate the number of Forms 8282 filed during the year		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		No
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		No
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		No
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		No
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		No
9a	Did the sponsoring organization make any taxable distributions under section 4966?		No
9b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		No
10	Section 501(c)(7) organizations. Enter		
a	Institution fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		No
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O	13a	No
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?		No
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O		
1b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?		No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		No
6	Did the organization have members or stockholders?		No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		No
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	Yes	
8b	Each committee with authority to act on behalf of the governing body?	Yes	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		No

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		No
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	Yes	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13		No
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		No
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done		No
13	Did the organization have a written whistleblower policy?		No
14	Did the organization have a written document retention and destruction policy?		No
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official		No
15b	Other officers or key employees of the organization		No
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions)		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		No
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the States with which a copy of this Form 990 is required to be filed: CA

18 Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records:
 KATHLEEN KELLEY 7261 LOS COYOTES PLACE CAMARILLO, CA 93012 (805) 443-8339

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a			
	b Membership dues	1b			
	c Fundraising events	1c			
	d Related organizations	1d			
	e Government grants (contributions)	1e			
	f All other contributions, gifts, grants, and similar amounts not included above	1f			
	g Noncash contributions included in lines 1a-1f \$				
	h Total. Add lines 1a-1f				
Program Service Revenue	2a MISCELLANEOUS PROGRAM REV	Business Code			
	b REGISTRATIONS		1,154,995	1,154,995	
	c TOURS/TRIPS		154,462	154,462	
	d				
	e				
	f All other program service revenue				
	g Total. Add lines 2a-2f		1,309,457		
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		705	705	
	4 Income from investment of tax-exempt bond proceeds		0		
	5 Royalties		0		
	6a Gross rents	(i) Real	(ii) Personal		
	b Less rental expenses				
	c Rental income or (loss)				
	d Net rental income or (loss)			0	
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other		
	b Less cost or other basis and sales expenses				
	c Gain or (loss)				
	d Net gain or (loss)			0	
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c) See Part IV, line 18			101,827	
	b Less direct expenses			52,907	
	c Net income or (loss) from fundraising events			48,920	
9a Gross income from gaming activities See Part IV, line 19					
b Less direct expenses					
c Net income or (loss) from gaming activities			0		
10a Gross sales of inventory, less returns and allowances					
b Less cost of goods sold			35,052		
c Net income or (loss) from sales of inventory			28,546		
11a Miscellaneous Revenue	Business Code				
b					
c					
d All other revenue					
e Total. Add lines 11a-11d					
12 Total revenue. See instructions		1,365,488	1,316,668		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A)

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments See Part IV, line 21	0			
2 Grants and other assistance to domestic individuals See Part IV, line 22	0			
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals See Part IV, line 15 and 16	0			
4 Benefits paid to or for members	0			
5 Compensation of current officers, directors, trustees, and key employees	149,800	109,800	40,000	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7 Other salaries and wages	0			
8 Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions)	0			
9 Other employee benefits	0			
10 Payroll taxes	0			
11 Fees for services (non-employees)				
a Management	0			
b Legal	0			
c Accounting	23,850		23,850	
d Lobbying	0			
e Professional fundraising services See Part IV, line 17	0			
f Investment management fees	0			
g Other (if line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	795,999	776,175	19,824	
12 Advertising and promotion	515		515	
13 Office expenses	0			
14 Information technology	0			
15 Royalties	0			
16 Occupancy	0			
17 Travel	36,856	35,862	1,294	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19 Conferences, conventions, and meetings	0			
20 Interest	0			
21 Payments to affiliates	0			
22 Depreciation, depletion, and amortization	8,332	8,332		
23 Insurance	1,878		1,878	
24 Other expenses Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a FIELD MAINTENANCE EXPENSES	114,259	114,259		
b TOURNAMENT EXPENSES	98,547	98,547		
c REGISTRATION EXPENSES	54,190	54,190		
d REFEREE EXPENSES	20,893	20,893		
e All other expenses	21,047	11,711	9,336	
25 Total functional expenses. Add lines 1 through 24e	1,325,766	1,229,469	96,297	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part IX

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	288,708	1	204,842
	2 Savings and temporary cash investments		2	0
	3 Pledges and grants receivable, net		3	0
	4 Accounts receivable, net		4	0
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L		5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employees and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) Complete Part II of Schedule L		6	0
	7 Notes and loans receivable, net		7	0
	8 Inventories for sale or use		8	0
	9 Prepaid expenses and deferred charges		9	0
	10a Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a 54,488		
	b Less accumulated depreciation	10b 37,042	21,178	10c 17,426
	11 Investments—publicly traded securities		11	0
	12 Investments—other securities See Part IV, line 11		12	0
	13 Investments—program-related See Part IV, line 11		13	0
	14 Intangible assets		14	0
	15 Other assets See Part IV, line 11		15	0
16 Total assets. Add lines 1 through 15 (must equal line 34)		288,886	16	222,368
Liabilities	17 Accounts payable and accrued expenses		17	7,859
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17-24) Complete Part X of Schedule D	178,847	25	63,548
	26 Total liabilities. Add lines 17 through 25	178,847	26	71,407
Net Assets or Fund Balances	27 Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34. Unrestricted net assets	111,239	27	150,861
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	30 Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34. Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
	33 Total net assets or fund balances	111,239	33	150,861
	34 Total liabilities and net assets/fund balances	288,886	34	222,368

Part XI Reconciliation of Net Assets
 Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VII, column (A), line 12)	1,365,488
2	Total expenses (must equal Part IX, column (A), line 25)	1,325,766
3	Revenue less expenses Subtract line 2 from line 1	39,722
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	111,239
5	Net unrealized gains (losses) on investments	
6	Donated services and use of facilities	
7	Investment expenses	
8	Prior period adjustments	
9	Other changes in net assets or fund balances (explain in Schedule O)	
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	150,961

Part XIII Financial Statements and Reporting
 Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990 Cash Accrual Other
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O _____

2a Were the organization's financial statements compiled or reviewed by an independent accountant?
 Separate basis Consolidated basis Both consolidated and separate basis
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both

2b Were the organization's financial statements audited by an independent accountant?
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both

2c If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or completion of its financial statements and selection of an independent accountant?
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O _____

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? Yes No

3b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits Yes No

Additional Data

Software ID: 17065038

Software Version: 2017v2.2

EIN: 77-0154817

Name: CAMARILLO YOUTH SOCCER CLUB
DBA EAGLES SOCCER CLUB

Form 990 (2017)

Form 990, Part 12, Line 4a:

THE EAGLES SOCCER CLUB COMPETES IN THE COAST SOCCER LEAGUE AND THE ELITE CLUBS NATIONAL LEAGUE. THE EAGLES ARE RANKED AS ONE OF THE TOP 20 CLUBS IN SOUTHERN CALIFORNIA BY WWW.NATIONALSOCCERRANKING.COM. WE HOST A NUMBER OF FUNDRAISERS EACH YEAR INCLUDING SOCCER TOURNAMENTS AND GOLF TOURNAMENTS. WE HAVE OVER 30 TEAMS AND OVER 500 YOUTHS PLAYERS FROM 8-19.

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No 1545-0047

2017

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization
CAMARILLO YOUTH SOCCER CLUB
DBA EAGLES SOCCER CLUB

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Employer identification number
77-0154817

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ))
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II)
- 8 A community trust described in section 170(b)(1)(A)(vi) (Complete Part II)
- 9 An agricultural research organization described in 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land grant college of agriculture See instructions Enter the name, city, and state of the college or university _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions--subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See section 509(a)(2). (Complete Part III)
- 11 An organization organized and operated exclusively to test for public safety See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization You must complete Part IV, Sections A and B.
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) You must complete Part IV, Sections A and C.
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) You must complete Part IV, Sections A, D, and E.
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization
 - f Enter the number of supported organizations _____

g Provide the following information about the supported organization(s)

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II

Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv), 170(b)(1)(A)(vi), and 170(b)(1)(A)(ix)

(Complete only if you checked the box on line 5, 7, 8, or 9 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grant.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	

13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f)) 14

15 Public support percentage for 2016 Schedule A, Part II, line 14 15

16a 33 1/3% support test—2017. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support test—2016. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization

17a 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization

b 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization

18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	1,300,377	1,329,261	1,214,529	1,144,704	1,442,641	6,431,512
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5	1,300,377	1,329,261	1,214,529	1,144,704	1,442,641	6,431,512
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6)						6,431,512

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6	1,300,377	1,329,261	1,214,529	1,144,704	1,442,641	6,431,512
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources			165	233	272	670
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b			165	233	272	670
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI)						0
13 Total support. (Add lines 9, 10c, 11, and 12)	1,300,377	1,329,261	1,214,694	1,144,937	1,442,913	6,432,182

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	99.990 %
16 Public support percentage from 2016 Schedule A, Part III, line 15	16	99.990 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f))	17	0.010 %
18 Investment income percentage from 2016 Schedule A, Part III, line 17	18	0.010 %

19a 33 1/3% support tests—2017. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2016. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY SERVICE ORGANIZATION ANNUAL UPDATE FORM**

NAME OF ORGANIZATION: Eagles Soccer Club

A representative from your Organization must attend the following PVRPD Board Meeting on:
Wednesday, June 3, 2020 at 6:00pm at the City of Camarillo Council Chambers (601 Carmen Dr.)

OFFICERS	NAME	ADDRESS	PHONE
President	Kathleen Kelley	7261 Los Coyotes Place, Camarillo	805-443-8339
Vice President	Robert Drescher	206 Camino Castenada, Camarillo	805-443-3917
Treasurer	Registrar - Pam Tracy	7251 Los Coyotes Place, Camarillo	805-890-1428
Secretary			

Number of participants last year: _____ Primary Season: 600 Secondary Season: _____
Projected number of participants in upcoming year: _____ Primary Season: 650 Secondary Season: _____

What day and time are Board Meetings held? Day: 4th Tues Time: 6 pm
Address where Board Meetings are held? Zoom and PV East Meeting Room
Are Board Members elected or appointed? Elected: Appointed: _____
When are new Board Members elected? Month: Mar
When are new Board Members installed? Month: Apr

Organization must attach a signed copy of Form 990 (Return of Organization Exempt From Income Tax) and Organization's current Bylaws when submitting this form

Changes Organization has made from previous year:
No changes

Please provide any comments for the PVRPD Board of Directors:
Dispite the COVID 19 situation we are receiving more interest than ever. We are looking forward to a busy year.

Please complete and return the Annual Update Form by May 15, 2020 to:
Pleasant Valley Recreation & Park District
Recreation Supervisor
1605 E. Burnley Street
Camarillo, CA 93010
ldbinney@pvrpd.org
Phone: (805) 482-1996

Submitted By: Kathleen Kelley Signature: Kathleen Kelley

CAMARILLO YOUTH SOCCER CLUB BY-LAWS

ARTICLE I

Section 1 All officers shall be elected by ballot at the CEYSC Annual General Meeting. They shall hold office for one (1) year, and be eligible for re-election.

Section 2 When more than two (2) candidates have been nominated for the office of President, Vice-President, Secretary, or Treasurer, the winner shall be declared to be the one who receives the majority of the ballots cast. In the event, no candidate receives the majority of the ballots cast. In the event no candidate receives a simple majority (50% + 1), a run-off will be held between the two (2) candidates receiving the highest number of ballots cast.

ARTICLE II

The president shall preside at all meetings of this Club. He shall be an ex-official member of all committees, and shall appoint all members to committees not required to be elected. He shall only cast the deciding vote at all meetings.

ARTICLE III

The Vice-President shall succeed to all powers and privileges (of this office) in the absence of the President; he shall be entitled to vote at all meetings.

ARTICLE IV

The Secretary shall record the minutes of all meetings and provide a copy to each attending member at the next meeting; shall attend to all correspondence; give notification of all meetings; keep records and have charge of property owned or leased by the Club, except finances. The Secretary may countersign checks. He is entitled to vote at all meetings.

ARTICLE V

The Treasurer shall have charge of all finances of this Club, and shall report on the condition of same at any time at the request of the President. The Treasurer shall submit a full report at the CEYSC Annual General Meeting of the financial transactions of the CEYSC for the season and the balance on hand. This report must be accompanied by a certificate from the bank, and both are to be turned over to the auditing committee. He shall sign all checks which must be countersigned by the President or the Secretary. The Treasurer shall be entitled to vote at all meetings.

ARTICLE VI

Duly appointed group delegates or their alternates shall assist the Executive Offices in any manner deemed necessary by the President. These delegates shall have full authority to seek advice, decisions, information, and to submit such inquiries deemed necessary by their respective teams. Each group delegated or alternate shall be entitled to vote at all Executive Committee meetings.

ARTICLE VII

The President, Vice-President, Secretary, and Treasurer of the CEYSC shall constitute an Emergency Committee to represent this club on matters demanding immediate attention where it may be impractical or unnecessary to call an Executive Committee meeting; however, their actions shall be subject to the approval of the Executive Committee insofar as they are executory. The Executive Committee ONLY shall have the power and right to incur liabilities on behalf of the CEYSC, and pass payment on all bills.

CAMARILLO YOUTH SOCCER CLUB BY-LAWS

ARTICLE VIII

Special General Meetings of the CEYSC may be called by the Secretary of the CEYSC by the order of the President or upon request of three (3) or more members of the Executive Committee of this Club.

ARTICLE IX

Applications for membership in the CEYSC must be accompanied by all fees imposed by this Club, and said fees shall be refunded if the applicant is not admitted to membership.

ARTICLE X

Each team, upon acceptance as a member of this Club, shall be furnished with a copy of the CEYSC Constitution, By-Laws, Rules and Regulations, and this shall be deemed sufficient notice of their rights and liabilities.

ARTICLE XI

The resignation of a club member shall not be accepted unless the resigning member is in good standing with this Club.

ARTICLE XII

The Executive Officers of the CEYSC shall be entitled to vote at the Annual General Meeting.

ARTICLE XIII

VOTING BY PROXY AT ANY MEETING IS ILLEGAL AND PROHIBITED.

ARTICLE XIV

The Board shall transact all business of the CEYSC. It shall have the power to enforce the Laws of the Game and the Constitution, By-Laws, and Rules and Regulations of this club. It shall have the power to settle all disputes and protests, or appeals and its decisions shall be final. It shall have full power to fill any vacancy arising amongst the Board Officers. It shall represent the Club in all matters of a foreign nature.

ARTICLE XV

The Executive Committee shall elect all Standing Committees including Ways and Means.

ARTICLE XVI

The order of Business at Board Meetings shall be:

1. Roll Call
2. Minutes of Previous Meetings
3. Correspondence
4. Treasurer's Report
5. Committee Reports
6. Delegates Report
7. Unfinished Business
8. New Business
9. Adjournment

CAMARILLO YOUTH SOCCER CLUB BY-LAWS

ARTICLE XVII

Section 1 Quorum At Board Meetings, Three (3) shall constitute a quorum (51%)

Section 2 At a General Meeting, 20% of the voting members as defined in Article 6, Section 5 of this Constitution, shall constitute a quorum. A simple majority of 50% + 1 will decide on any motion.

ARTICLE XVIII

All officers are subject to removal from office upon proper charges being preferred against them. Such removal must be rendered by a vote of at least two-thirds (2/3) of the members of the CEYSC present. The entire membership of the CEYSC must be notified of the meeting, and a minimum of two-thirds (2/3) of the members must be present before a vote may be taken on the charges.

ARTICLE XIX

The President of the CEYSC has the power to grant guests the privilege of being present at meetings. Guests may speak at these meetings only if allowed to do so by the President.

ARTICLE XX

The following Standing Committees shall be elected by the Executive Committee.

Auditing Committee, Two (2) Members

An auditing committee shall be elected at the beginning of each season to certify the correctness of the accounts of the CEYSC for the ensuing year.

ARTICLE XXI

Trial Board:

The Trial Board shall deal with and pass judgement on matters arising out of misconduct by any member, player, club official, or spectator(s). Its decisions shall be final; however, the Trial Board may entertain an appeal to reconsider its decisions, providing such appeals are filed within three (3) days after the notification of decision. If the appeal is denied, no further consideration shall be given to the case. The Trial Board shall consist of three (3) or more members not involved with any case before the Board. The President of the CEYSC shall appoint the members of the Trial Board whenever it is necessary to convene one. Matters arising out of misconduct by an Officiating Referee shall be forwarded to the El Camino Real League.

ARTICLE XXII

Section 1 Amendments to the Constitution of this Club shall be made only at the Annual General Meeting or at a Special General Meeting called for this specific purpose.

Section 2 Any member of the CEYSC may propose a change or amendment to the Constitution; however, such proposed change or amendment must be submitted to the Secretary at least thirty (30) days prior to the Annual General Meeting. Said proposals shall be in writing.

ARTICLE XXIII

Amendments to the By-Laws and Rules and Regulations can be made by the Executive Committee subject to thirty (30) days prior notification to all member and officers.

ARTICLE XXIV

Should this Club dissolve, all funds remaining after the payment of all legally incurred debts shall be donated.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE 1. Offices	
ARTICLE 2. Membership	
Section 1. Members	
Section 2. Associates	
ARTICLE 3. Annual Meeting of the Corporation	
Section 1. Purpose	
Section 2. Time, Place and Notice	
Section 3. Nominating Committee	
Section 4. Individuals Entitled to Vote at Annual Meeting	
Section 5. Quorum at Annual Meeting	
ARTICLE 4. Directors	
Section 1. Powers	
Section 2. Number of Directors, Composition of Board	
Section 3. Term of Office	
Section 4. Election of Directors	
Section 5. Resignation	
Section 6. Vacancies	
Section 7. Regular Meetings of the Board of Directors	
Section 8. Special Meetings	
Section 9. Notices	
Section 10. Waiver of Notice	
Section 11. Adjournment	
Section 12. Action Without a Meeting	
Section 13. Rights of Inspection	
Section 14. Board Committees	
Section 15. Board of Advisors	
Section 16. Fees and Compensation	
ARTICLE 5. Officers	
Section 1. Officers	
Section 2. Additional Officers	
Section 3. Election	
Section 4. Removal and Resignation	
Section 5. President	
Section 6. Vice President	
Section 7. Secretary	
Section 8. Treasurer	
Section 9. Registrar	

ARTICLE 6. Team Managers

- Section 1. Qualifications**
- Section 2. Responsibilities**

ARTICLE 7. Miscellaneous Provisions

- Section 1. Checks, Drafts, Evidence of Indebtedness**
- Section 2. Endorsement of Documents; Contracts.**
- Section 3. Representation of Shares of Other Corporations**
- Section 4. Insurance**
- Section 5. Maintenance of Corporate Records**
- Section 6. Indemnification**
- Section 7. Construction and Definitions**
- Section 8. Amendments**

BYLAWS

OF

EAGLES SOCCER CLUB, INC.

A California Nonprofit Public Benefit Corporation

ARTICLE 1. OFFICES. The location of the corporation's principal office, and any other offices, will be determined by the Board of Directors (the "Board").

ARTICLE 2. MEMBERSHIP.

Section 1. Members. The corporation shall have no members.

Section 2. Associates. Nothing in these Bylaws shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law, and no such reference shall constitute anyone a member.

ARTICLE 3. ANNUAL MEETING OF THE CORPORATION

Section 1. Purpose. The corporation shall hold an annual meeting for the purposes of organization, election of directors and officers and the transaction of other business as determined by the Board of Directors ("Annual Meeting"). The officer positions to be elected at the Annual Meeting are as follows:

- President
- Vice President
- Secretary
- Treasurer
- Registrar

The officers elected at the Annual Meeting shall constitute the Board of Directors of the corporation. The officer positions that are to be elected at each Annual Meeting may be changed in accordance with Article 5, Section 2 of these Bylaws. The Board of Directors shall be charged with the responsibility of running the affairs of the corporation between Annual Meetings as set forth in Article 4, Section 1 of these Bylaws.

Section 2. Time, Place and Notice. The Annual Meeting of the Board of Directors shall take place in March of each of year on a date selected by the Board of Directors. The Board of Directors shall be certain that notice of the Annual Meeting is given in accordance with the time frames set forth in Article 3, Section 3.

Section 3. Nominating Committee. A Nominating Committee shall be appointed by the Board of Directors each year not later than forty-five (45) days prior to the Annual Meeting. The Board of Directors may at its sole option choose to sit in its entirety as the Nominating Committee. The Nominating Committee's purpose shall be to secure and to compile a list of candidates for the officers scheduled for election at the Annual Meeting as provided for in Article 5, Section 1 of these Bylaws. Any individual desiring to submit his or her own name as a candidate for an officer position on the Board of Directors must submit his or her name to the Nominating Committee no later than the Board of Directors meeting held immediately prior to the Annual Meeting. The Nominating Committee shall make its report to the Board at least twenty-one (21) days before the Annual Meeting, and the Secretary of the corporation shall forward to each individual entitled to vote at the Annual Meeting (as set forth in Article 3, Section 4 below), with the notice of the Annual Meeting required by these Bylaws, a list of all candidates for officers/directors of the corporation at least fourteen (14) days before the Annual Meeting. No nominations shall be accepted from the floor at the Annual Meeting.

Section 4. Individuals Entitled to Vote at Annual Meeting. The following individuals shall be entitled to vote for the election of directors and officers and any other matters determined by the Board of Directors at the Annual Meeting: (1) each director immediately in office prior to the Annual Meeting whether or not the director is standing for re-election; (2) the Team Manager for each soccer team (as defined in Article 8 hereof) which is part of the Eagles Soccer Club during the year in which the Annual Meeting is taking place; and (3) the Head Coach, the Director of Boys' Coaching and the Director of Girls' Coaching. If an individual serves as both a member of the Board of Directors and a Team Manager, he or she will be entitled to vote in each capacity (i.e., he or she will be entitled to two votes) on each matter that comes before the Annual Meeting. Furthermore, if for any reason there is more than one person serving one team as a Team Manager, only one vote will be allowed for the team. Only duly appointed Team Managers and Board of Director members may vote at the Annual Meeting; voting by proxy shall be prohibited.

Section 5. Quorum at Annual Meeting. A quorum at the Annual Meeting shall be a majority of individuals entitled to vote at the Annual Meeting. Every act or decision done or made by a majority of the individuals entitled to vote at the Annual Meeting at which a quorum is present shall be regarded as the act of the corporation, unless a greater number is required by law, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of individuals so long as notice of said business was available at the beginning of the meeting and such action taken is approved by at least a majority of the required quorum for such meeting.

ARTICLE 4. DIRECTORS.

Section 1. Powers. Subject to limitations of the Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management committee or committees however composed, under the ultimate direction of the Board.

Section 2. Number of Directors; Composition of the Board. The authorized number of directors is not fewer than three and not more than ten. The exact number of directors shall be set from time to time by a resolution of the Board. The number of directors of this corporation at the adoption of these Bylaws on 1/1/2003, 2003 is five (5). No individual shall hold at one time more than one position on the Board, except that the Board may allow one person to temporarily hold more than one position for no longer than ninety days so long as neither the Secretary nor Treasurer ever concurrently serves as President. Not more than 49 percent of the persons serving on the Board shall be interested persons within the meaning of Section 5227 of the California Public Benefit Corporation Law.

Section 3. Term of Office. Each director shall hold office until the next ensuing Annual Meeting of the corporation and until a successor has been elected.

Section 4. Election of Directors. The directors shall be elected by majority vote of all those individuals entitled to vote at the Annual Meeting of the corporation as set forth in Article 3, Section 4 of these Bylaws. In cases where more than one person is running for an office, written ballots shall be utilized.

Section 5. Resignation. Any director may resign effective upon giving written notice to the corporation.

Section 6. Vacancies/Removal. A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director or if the authorized number of directors is increased. The Board may at its sole option and determination declare vacant the office of a director who has: (1) been declared of unsound mind by a final order of court; (2) been convicted of a felony; (3) been found by a final order or judgment of any court to have breached any duty arising under the California Nonprofit Public Corporation Law; or (4) failed to attend three (3) successive meetings of the Board. Any decision to remove a director for the above reasons must be approved by a two-thirds majority of the Board. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office. A vacancy relating to a director shall be filled with a person selected by a majority of the directors then in office.

Section 7. Regular Meetings of the Board of Directors.

(a) Regular Meetings. Regular meetings of the Board of Directors shall be all those meetings of the corporation held between Annual Meetings of the corporation and shall be held at such time as the Board selects ("regular meetings"). Only members of the Board of Directors may vote on items at regular meetings.

(b) Quorum. The number of directors necessary to constitute a quorum of the Board for a regular meeting is a majority of the directors then in office. Every act or decision done or made by a majority of the directors present at a regular meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, so long as notice of said business was available at the beginning of the meeting and such action taken is approved by at least a majority of the required quorum for such meeting.

(c) Place of Meeting. Meetings of the Board shall be held at such time, date and place designated by the Board.

(d) Participation in Regular Meetings by Conference Telephones. Directors may participate in a regular meeting through use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another.

Section 8. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President or any two directors. Special meetings shall be held upon four (4) days notice by first-class mail or 48 hours notice given personally or by telephone, fax, electronic mail or other similar means of communication.

Section 9. Notices. The acceptable means of notice to be utilized by this corporation are: United States mail, written notice by personal delivery or private messenger service, electronic mail and oral notice. Unless otherwise indicated herein, notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage, prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone, to the recipient or to a person

of the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 10. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice.

Section 11. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 48 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 12. Action Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board.

Section 13. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 14. Board Committees.

(a) Scope of Authority. The Board may appoint one or more committees, each consisting of two or more directors and any alternate directors of the Board, and delegate to such committees any of the authority of the Board except with respect to: (i) the filling of vacancies on the Board or in any committee; (ii) the amendment or repeal of Bylaws or the adoption of new Bylaws; (iii) the amendment or repeal of any resolution of the Board that by its express terms is not so amendable or repealable; (iv) the appointment of other committees of the Board or members thereof; (v) except to the extent provided by Section 5233 of the California Nonprofit Public Benefit Corporation Law, the approval of any self-dealing transaction, as such transactions are defined in said Section.

(b) Appointment. Any committee must be created, and the members thereof appointed, by resolution adopted by a majority of the directors then in office. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to direct the manner in which:

proceedings of any committee shall be conducted. In the absence of any such direction, such committee shall have the power to determine the manner in which its proceedings shall be conducted. In the absence of any such direction or determination, the meetings and other actions of any committee shall be governed by the provisions of this Article 4 applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 15. Board of Advisors. From time to time, the Board may appoint persons to a Board of Advisors or one or more Advisory Committees, to act as liaisons between the corporation and the community or to perform such other functions as the Board shall deem appropriate. Members of any such Board of Advisors or Advisory Committees will have no authority or responsibility with respect to the corporation's management or operations, and will not be liable for any act or omission, error of judgment, mistake of law or any loss suffered by the corporation.

Section 16. Fees and Compensation. Directors and members of committees, members of the Board of Advisors or Advisory Committees, and Team Managers may receive reimbursement for expenses, as may be fixed or determined by the Board. No Director shall receive any compensation as director. No Team Manager shall receive any compensation for being a team manager.

ARTICLE 5. OFFICERS.

Section 1. Officers. The officers of the corporation shall be a President, a Vice President, a Secretary, a Treasurer and a Registrar. Each of these officers shall also as a result of their officer position be a member of the Board of Directors.

Section 2. Additional Officers. The Board of Directors shall have the authority to add officer positions as it deems appropriate. If the Board determines that a new officer position will also be a Board member, the Board must wait to add such officer position at the next Annual Meeting as addressed in Article 3 above.

Section 3. Election. The officers of the corporation (who shall also serve as directors of this corporation as set forth in Article 3, Section 1 and Article 5, Section 1) shall be elected each year at the Annual Meeting of the corporation.

Section 4. Removal and Resignation. Any officer shall be removed only in accordance with Section 6 of Article 4. Any officer may resign at any time by giving written notice to the corporation.

Section 5. President. The President is the chief executive officer of the corporation and has general supervision, direction and control of the business and officers of the corporation. The President shall preside at all meetings of the

Board. The President has the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be assigned by the Board.

Section 6. Vice President. The Vice President shall have such powers and perform such duties as may be assigned by the Board or the President. In the absence or disability of the President, the Vice President shall perform the duties of President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. If the office of the President becomes vacant for any reason, the Vice President shall assume the duties of President until the next Annual Meeting of the corporation.

Section 7. Secretary. The Secretary shall keep or cause to be kept, at the principal office of the corporation, a book of minutes and notices of all meetings and proceedings of the Board and its committees. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be assigned by the Board or the President.

Section 8. Treasurer. The Treasurer is the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The Treasurer shall deposit all moneys and other valuables of the corporation in the name and to the credit of the corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions of the corporation and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be assigned by the Board or the President.

Section 9. Registrar. The Registrar shall be responsible for registering all players and administrators in accordance with the rules set by this corporation and by the CYSA-South. The Registrar shall also maintain all forms and supplies needed for all aspects of this position.

Article 6. Team Managers.

Section 1. Responsibilities. Each team affiliated with this corporation shall have a Team Manager who shall be responsible for performing the administrative needs of each team, including but not limited to the collection of annual registration fees, monthly trainer fees, referee fees, tournament applications and fees, assignment of uniforms and other appropriate and necessary administrative functions for the team. The Team Manager shall also be the liaison between the Board of Directors and his or her team. The Team

Manager shall attend monthly Board of Directors meeting and shall represent his or her team and vote at the Annual Meeting.

Section 2. Qualifications and Removal. Each Team Manager must have a current risk management card issued by the CYSA-South. Each Team Manager shall be selected from among the parents of players on the team, with input from the coach of that team. Each Team Manager must be approved by majority vote of the Board of Directors and shall be subject to a sixty (60) day probationary period at the outset of his or her service as Team Manager. The Board of Directors may by majority vote remove any individual serving as a Team Manager who has: (1) been declared of unsound mind by a final order of court; (2) been convicted of a felony; (3) been found by a final order or judgment of any court to have breached any duty arising under the California Nonprofit Public Corporation Law; or (4) failed to perform his or his duties as a Team Manager.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

Section 1. Checks, Drafts, Evidences of Indebtedness. From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

Section 2. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, evidence of indebtedness, contract, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the President and any other officer shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 3. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. Such authority may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 4. Insurance. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's director's, employee's or agent's status as such.

Section 5. Maintenance of Corporate Records. The corporation shall keep:

- (a) adequate and correct books and records of accounts;
- (b) written minutes of the proceedings of its Board of Directors and Committees of the Board of Directors;
- (c) a record of each individual's name, address and telephone number who is associated with the corporation.

Section 6. Indemnification. To the fullest extent permitted by law, this corporation may indemnify its directors, officers, employees and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in Section 5238(a) including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in these Bylaws shall have the same meaning as in that section of the Corporations Code.

Section 7. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 8. Amendments. Except for those provisions set forth in the next sentence, these Bylaws may be amended or repealed by a majority vote of the directors in office at the time. The following sections of the Bylaws may only be amended at a duly held Annual Meeting: Article 2 in its entirety, Article 3 in its entirety, Article 4, Sections 2, 3 & 4, and Article 5, Sections 1, 2 & 3.

**Certificate of the Secretary
Of
Eagles Soccer Club, Inc.
(A California Nonprofit Public Benefit Corporation)**

I certify that I am the duly elected Secretary of said corporation and the foregoing Bylaws, consisting of ____ pages, constitute the Bylaws of said corporation as duly adopted on _____, 2002.

By: _____

Name: _____

Title: Secretary

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE 1. Offices	
ARTICLE 2. Membership	
Section 1. Members	
Section 2. Associates	
ARTICLE 3. Annual Meeting of the Corporation	
Section 1. Purpose	
Section 2. Time, Place and Notice	
Section 3. Nominating Committee	
Section 4. Individuals Entitled to Vote at Annual Meeting	
Section 5. Quorum at Annual Meeting	
ARTICLE 4. Directors	
Section 1. Powers	
Section 2. Number of Directors, Composition of Board	
Section 3. Term of Office	
Section 4. Election of Directors	
Section 5. Resignation	
Section 6. Vacancies	
Section 7. Regular Meetings of the Board of Directors	
Section 8. Special Meetings	
Section 9. Notices	
Section 10. Waiver of Notice	
Section 11. Adjournment	
Section 12. Action Without a Meeting	
Section 13. Rights of Inspection	
Section 14. Board Committees	
Section 15. Board of Advisors	
Section 16. Fees and Compensation	
ARTICLE 5. Officers	
Section 1. Officers	
Section 2. Additional Officers	
Section 3. Election	
Section 4. Removal and Resignation	
Section 5. President	
Section 6. Vice President	
Section 7. Secretary	
Section 8. Treasurer	
Section 9. Registrar	

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- Section 1. Qualifications**
- Section 2. Responsibilities**

ARTICLE 7. Miscellaneous Provisions

- Section 1. Checks, Drafts, Evidence of Indebtedness**
- Section 2. Endorsement of Documents; Contracts.**
- Section 3. Representation of Shares of Other
Corporations**
- Section 4. Insurance**
- Section 5. Maintenance of Corporate Records**
- Section 6. Indemnification**
- Section 7. Construction and Definitions**
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Section 5. Quorum at Annual Meeting. A quorum at the Annual Meeting shall be a majority of individuals entitled to vote at the Annual Meeting. Every act or decision done or made by a majority of the individuals entitled to vote at the Annual Meeting at which a quorum is present shall be regarded as the act of the corporation, unless a greater number is required by law, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of individuals so long as notice of said business was available at the beginning of the meeting and such action taken is approved by at least a majority of the required quorum for such meeting.

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Section 9. Notices. The acceptable means of notice to be utilized by this corporation are: United States mail, written notice by personal delivery or private messenger service, electronic mail and oral notice. Unless otherwise indicated herein, notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage, prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone, to the recipient or to a person

at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 10. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice.

Section 11. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 48 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 12. Action Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board.

Section 13. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 14. Board Committees.

(a) Scope of Authority. The Board may appoint one or more committees, each consisting of two or more directors and any alternate directors of the Board, and delegate to such committees any of the authority of the Board except with respect to: (i) the filling of vacancies on the Board or in any committee; (ii) the amendment or repeal of Bylaws or the adoption of new Bylaws; (iii) the amendment or repeal of any resolution of the Board that by its express terms is not so amendable or repealable; (iv) the appointment of other committees of the Board or members thereof; (v) except to the extent provided by Section 5233 of the California Nonprofit Public Benefit Corporation Law, the approval of any self-dealing transaction, as such transactions are defined in said Section.

(b) Appointment. Any committee must be created, and the members thereof appointed, by resolution adopted by a majority of the directors then in office. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to direct the manner in which

proceedings of any committee shall be conducted. In the absence of any such direction, such committee shall have the power to determine the manner in which its proceedings shall be conducted. In the absence of any such direction or determination, the meetings and other actions of any committee shall be governed by the provisions of this Article 4 applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 15. Board of Advisors. From time to time, the Board may appoint persons to a Board of Advisors or one or more Advisory Committees, to act as liaisons between the corporation and the community or to perform such other functions as the Board shall deem appropriate. Members of any such Board of Advisors or Advisory Committees will have no authority or responsibility with respect to the corporation's management or operations, and will not be liable for any act or omission, error of judgment, mistake of law or any loss suffered by the corporation.

Section 16. Fees and Compensation. Directors and members of committees, members of the Board of Advisors or Advisory Committees, and Team Managers may receive reimbursement for expenses, as may be fixed or determined by the Board. No Director shall receive any compensation as director. No Team Manager shall receive any compensation for being a team manager.

ARTICLE 5. OFFICERS.

Section 1. Officers. The officers of the corporation shall be a President, a Vice President, a Secretary, a Treasurer and a Registrar. Each of these officers shall also as a result of their officer position be a member of the Board of Directors.

Section 2. Additional Officers. The Board of Directors shall have the authority to add officer positions as it deems appropriate. If the Board determines that a new officer position will also be a Board member, the Board must wait to add such officer position at the next Annual Meeting as addressed in Article 3 above.

Section 3. Election. The officers of the corporation (who shall also serve as directors of this corporation as set forth in Article 3, Section 1 and Article 5, Section 1) shall be elected each year at the Annual Meeting of the corporation.

Section 4. Removal and Resignation. Any officer shall be removed only in accordance with Section 6 of Article 4. Any officer may resign at any time by giving written notice to the corporation.

Section 5. President. The President is the chief executive officer of the corporation and has general supervision, direction and control of the business and officers of the corporation. The President shall preside at all meetings of the

Board. The President has the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be assigned by the Board.

Section 6. Vice President. The Vice President shall have such powers and perform such duties as may be assigned by the Board or the President. In the absence or disability of the President, the Vice President shall perform the duties of President, and when so acting shall have all the powers of, and be subject to all the restrictions upon the President. If the office of the President becomes vacant for any reason, the Vice President shall assume the duties of President until the next Annual Meeting of the corporation.

Section 7. Secretary. The Secretary shall keep or cause to be kept, at the principal office of the corporation, a book of minutes and notices of all meetings and proceedings of the Board and its committees. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be assigned by the Board or the President.

Section 8. Treasurer. The Treasurer is the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The Treasurer shall deposit all moneys and other valuables of the corporation in the name and to the credit of the corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions of the corporation and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be assigned by the Board or the President.

Section 9. Registrar. The Registrar shall be responsible for registering all players and administrators in accordance with the rules set by this corporation and by the CYSA-South. The Registrar shall also maintain all forms and supplies needed for all aspects of this position.

Article 6. Team Managers.

Section 1. Responsibilities. Each team affiliated with this corporation shall have a Team Manager who shall be responsible for performing the administrative needs of each team, including but not limited to the collection of annual registration fees, monthly trainer fees, referee fees, tournament applications and fees, assignment of uniforms and other appropriate and necessary administrative functions for the team. The Team Manager shall also be the liaison between the Board of Directors and his or her team. The Team

Manager shall attend monthly Board of Directors meeting and shall represent his or her team and vote at the Annual Meeting.

Section 2. Qualifications and Removal. Each Team Manager must have a current risk management card issued by the CYSA-South. Each Team Manager shall be selected from among the parents of players on the team, with input from the coach of that team. Each Team Manager must be approved by majority vote of the Board of Directors and shall be subject to a sixty (60) day probationary period at the outset of his or her service as Team Manager. The Board of Directors may by majority vote remove any individual serving as a Team Manager who has: (1) been declared of unsound mind by a final order of court; (2) been convicted of a felony; (3) been found by a final order or judgment of any court to have breached any duty arising under the California Nonprofit Public Corporation Law; or (4) failed to perform his or his duties as a Team Manager.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

Section 1. Checks, Drafts, Evidences of Indebtedness. From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

Section 2. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, evidence of indebtedness, contract, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the President and any other officer shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 3. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. Such authority may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 4. Insurance. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's director's, employee's or agent's status as such.

Section 5. Maintenance of Corporate Records. The corporation shall keep:

- (a) adequate and correct books and records of accounts;
- (b) written minutes of the proceedings of its Board of Directors and Committees of the Board of Directors;
- (c) a record of each individual's name, address and telephone number who is associated with the corporation.

Section 6. Indemnification. To the fullest extent permitted by law, this corporation may indemnify its directors, officers, employees and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in Section 5238(a) including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in these Bylaws shall have the same meaning as in that section of the Corporations Code.

Section 7. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 8. Amendments. Except for those provisions set forth in the next sentence, these Bylaws may be amended or repealed by a majority vote of the directors in office at the time. The following sections of the Bylaws may only be amended at a duly held Annual Meeting: Article 2 in its entirety, Article 3 in its entirety, Article 4, Sections 2, 3 & 4, and Article 5, Sections 1, 2 & 3.

**Certificate of the Secretary
Of
Eagles Soccer Club, Inc.
(A California Nonprofit Public Benefit Corporation)**

I certify that I am the duly elected Secretary of said corporation and the foregoing Bylaws, consisting of ___ pages, constitute the Bylaws of said corporation as duly adopted on 1/1, 2002.

By: _____

Name: _____

Title: Secretary

Return of Organization Exempt From Income Tax

2018

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

A For the 2018 calendar year, or tax year beginning **09/01**, 2018, and ending **08/31**, 2019

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **THE PLEASANT VALLEY SWIM CLUB**
 Doing business as
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO Box 992
 City or town, state or province, country, and ZIP or foreign postal code
Camarillo, CA, 93011-0992

D Employer identification number
23-7117183

E Telephone number
805-768-4846

F Name and address of principal officer: **Tim Hedrick**
PO Box 992, Camarillo, CA 93010-0992

G Gross receipts \$ **290,399**

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

J Website: **www.pvst.org**

K Form of organization: Corporation Trust Association Other

L Year of formation: **1968**

M State of legal domicile: **CA**

Tax-exempt status: 501(c)(3) 501(c)1 (insert no.) 4947(a)(1) or 527

H(c) Group exemption number

Part I Summary

1 Briefly describe the organization's mission or most significant activities: **Provide year-round swim instruction, coaching, and facilities to approximately 250 children**

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	6
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	6
6 Total number of volunteers (estimate if necessary)	6	150
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 38	7b	0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	0	0
9 Program service revenue (Part VIII, line 2g)	303,638	290,357
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	40	42
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	460	0
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	304,038	290,399

13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	132,046	129,253
16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b Total fundraising expenses (Part IX, column (D), line 25)	0	0
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	163,595	174,759
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	295,641	304,012
19 Revenue less expenses. Subtract line 18 from line 12	8,397	-13,613

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	32,850	19,237
21 Total liabilities (Part X, line 26)	0	0
22 Net assets or fund balances. Subtract line 21 from line 20	32,850	19,237

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: **Tim Hedrick, General Manager** (Signature)
 Date: **1/5/2020**

Paid Preparer Use Only

Print/type preparer's name: _____ Preparer's signature: _____ Date: _____
 Check if self-employed PTIN: _____
 Firm's name: _____ Firm's EIN: _____
 Firm's address: _____ Phone no.: _____

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY SERVICE ORGANIZATION ANNUAL UPDATE FORM**

NAME OF ORGANIZATION: Pleasant Valley Swim Team

A representative from your Organization must attend the following PVRPD Board Meeting on:
Wednesday, _____ at 6:00pm at the City of Camarillo Council Chambers (601 Carmen Dr.)

OFFICERS	NAME	ADDRESS	PHONE
President	Amy Patterson	148 Appletree Ave Camarillo, CA	805-465-0823
Vice President	Kyle Beahan	4595 El Capitan Place Camarillo CA	808-769-1811
Treasurer	Hillary Wang	3815 Coronado Cir Newbury Park, CA	805-205-0126
Secretary	Erin Howe	6693 Flattop ct Moorpark, CA	734-277-6224

Number of participants last year: Primary Season: 184 Secondary Season: 20
Projected number of participants in upcoming year: Primary Season: 190 Secondary Season: —

What day and time are Board Meetings held? Day: 3rd Tues Time: 5:30
Address where Board Meetings are held? ACHS - 4660 Mission Oaks Blvd, Camarillo
Are Board Members elected or appointed? Elected: X Appointed: _____
When are new Board Members elected? Month: September
When are new Board Members installed? Month: October

Organization must attach a signed copy of Form 990 (Return of Organization Exempt From Income Tax) and Organization's current Bylaws when submitting this form

Changes Organization has made from previous year:

PVST is holding to our basic operating philosophy, revenue/expense model, etc. In an effort to attract more swim meet participants, this increasing revenue for each of our 8x/yr hosted meets, PVST purchased at end of last FY a set of 8 in-water backstroke starting ledge devices (\$550/ea) to augment our meet offerings and provide a competitive feature unique to county swim meets. PVST has purchased another 3x of these devices already this FY.

Please provide any comments for the PVRPD Board of Directors:

The current COVID-19 environment has placed unprecedented burden on our club's operating model. Until we can resume some form of team activities within safety guidelines, we remain in a suspended state. We have received a few grants to help us both during this time and as we emerge from it. We are unsure how many members will continue, and will only know that once we have facilities available to resume. Due to the limited environment likely to be available (2 swimmers/lane), extended pool time for training will place further financial burden on the team. The PVST Board of Directors will have to evaluate our progress and make adjustments accordingly. We therefore ask the PVRPD Board to consider pool rental fee reduction until more normal facility capacities can be restored.

Please complete and return the Annual Update Form by _____ to:

Pleasant Valley Recreation & Park District
Recreation Services Department
1605 E. Burnley Street
Camarillo, CA 93010

Phone: (805) 482-1996

Submitted By: Tim Hedrick, Head Coach, Gen Mgr, CEO

Signature: 

Bylaws of the Pleasant Valley Swim Club

Article I: Name

The name of this organization shall be the Pleasant Valley Swim Club for the purposes of this document hereinafter referred to as the Club. The Club is organized pursuant to the general non-profit corporation law of the State of California, being Part I of Division 2 of Title I of the Corporations Code. The Club is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Article II: Objective

The objectives of the Club shall be:

Section 1. To operate and oversee the Pleasant Valley Swim Team

Section 2. In affiliation with United States Swimming, INC (the national governing body for swimming in the United States), to promote the financially support swimming as a competitive sport for the youth of the community.

Section 3. Notwithstanding any other provision of these Bylaws, the Club shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or (b) by an organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986.

Article III: Members

Section 1. Voting membership in the Club shall be open to families of all members in good standing of the Pleasant Valley Swim Team. Each family may cast one vote on issues as described in the Bylaws. In addition, any adult actively interested in the aims and purposes of the Club shall be eligible to join as a nonvoting member by agreeing to abide by the Bylaws.

Section 2. Honorary Lifetime Membership may be conferred upon a worthy individual by a two-thirds vote of the membership at any General Membership meeting provided the candidate's name has been submitted to the membership at a previous meeting or acceptable team-wide communication such as e-mail.

Article IV: Officers

Section 1. The Executive Board shall consist of a minimum of 5 and up to 7 members with a quorum of 4 members: The President; Vice President; Secretary; Treasurer; Head Coach; and at least 1 Member at Large. The Head Coach shall automatically be appointed as voting members at large with the exception noted in Article IV, Section 2. All other officers will be elected by simple majority of the general membership. The Executive Board shall perform the duties prescribed by these Bylaws and by the current edition of Robert's Rules of Order.

Section 2. The Head Coach shall be a voting Executive Board member except in matter involving coaching contract or performance.

Section 3. The Executive Board shall have general supervision of the affairs of the Club; fix the hour and place of meetings; make recommendations to the Club; and perform such other duties as are specified in these Bylaws. The Executive Board's basic responsibilities are: Establishing, maintaining and operating within basic budgets, executing contracts for use of facilities, hiring of the Head Coach, purchase of equipment necessary for operation of the Team, coordination with Pleasant Valley Recreation and Parks District, coordination with Oxnard Union High School District, conduct of swim meets, and other such administrative functions, in support of the swimming program developed by the Coach.

Section 4. Absence of any Executive Board member for two consecutive Board Meetings without prior approval of the Board will constitute resignation from office. Removal from office for any reason other than absence will require a two-thirds vote of the Club membership present at any properly called General Membership Meeting.

Section 5. In the event of a vacancy in the office of President, the Vice President will automatically assume that office until the vacancy is filled. Except for a vacancy created by the removal of a board member, vacancies of elected members on the Executive Board may be filled by a member then in office or by the sole remaining members. The Voting Members may elect a member or members at any time to fill any vacancy or vacancies on the Executive Board not filled by the current members and vacancies created by the removal of board member, by any such election by written consent shall require the consent of a majority of the voting power.

Article V: Duties of Officers

Section 1. President: The president shall be the chief executive officer of the corporation and, subject to the control of the board of directors, shall generally supervise, direct, and control the business and the officers of the corporation. He/She shall preside at all meetings of the members and at all meetings of the Board of Directors. He/She shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 2. Vice President: In the absence or disability of the President, the Vice President shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Executive Board.

Section 3. Secretary: The secretary shall attend to the following:

1. **Book of Minutes:** The secretary shall keep or cause to be kept, at the principal office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of Executive Board members, committees of directors, and members, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings, the number of members present or represented at members meetings, and the proceedings of such meetings.
2. **Notices and other duties:** The Secretary shall give, or cause to be given, notice of all meetings of the members and of the board of directors required by the Bylaws to be given. He/She shall have such

other powers and perform such other duties as may be prescribed by the board of directors of the Bylaws.

The secretary shall have such other powers and perform such other duties as from time to time may be prescribed by the Executive Board.

Section 4. Treasurer: The Treasurer shall attend to the following:

- 1. Books of Account:** The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Executive Board member at all reasonable times.
- 2. Deposit and disbursement of money and valuables:** The treasurer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Executive Board; shall disburse the funds of the corporation as may be ordered by the Executive Board; shall render to the President and directors, when ever they request it, an account of all of his/her transactions as Treasurer and of the financial condition of the corporation; and shall have other powers and perform such other duties as may be prescribed by the Executive Board or the Bylaws.

The Treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the board of directors or the chairman of the board.

Article VI: Funds

Section 1. An administrative fee will be collected from each Swim Team family at the beginning of the fiscal year or at the time of joining or rejoining the Club. Amount of said fee will be determined and/or altered by the Executive Board.

Section 2. Pleasant Valley Swim Team fees will be considered annual dues. Amount and payment schedule of said dues shall be determined by the Executive Board and presented with the budget to the membership at the September General Membership meeting. Proposed budgets and/or supplements must be voted upon by the General Membership. Fees shall be collected by the Treasurer in an appropriate manner.

Section 3. Children of the coaching staff shall be exempt from payment of Swim Team dues.

Section 4. The Club requires that all member families agree to participate in fund raising events as a means of keeping the dues/fees as low as possible. Details concerning the per family financial commitment are included in the Team Handbook.

Section 5. Expenditures of budgeted funds in excess of \$100 or expenditure of unbudgeted funds in any amount shall require majority vote of the Executive Board or board meeting consent agreement.

Article VII: Meetings

Meetings of the Club fall into two categories: General Membership Meetings (where attendance by the general membership is strongly encouraged) and Board Meetings (where attendance by the general membership is welcome). These occur on a regularly scheduled basis or may be specially called as specified below.

Section 1. The General Membership Meeting of the Club shall be held in September at the start of the swim season.

Section 2. The General Membership meeting held in September shall be for the purpose of electing officers, receiving reports of officers and committees and for any other business that may arise. Coaching staff and spouses may attend General Membership Meetings.

Section 3. Special Meetings of the General Membership or the Executive Board will be called at the discretion of the President and must be called when requested by ten (10) or more members of the Club. Members must be notified at least forty-eight (48) hours in advance.

Section 4. A quorum for the purpose of conducting Club business at any properly called Board meeting will consist of 4 members of the executive board.

Section 5. The Board meetings will occur monthly and the time and date will be determined by the consensus of the Executive Board. All portions of Board Meetings will be open to the General Membership except those designated Executive Session. Additional meetings may be called as necessary but must be announced to the Club. General members will be notified of meeting at least 48 hours in advance except in emergency situations determined by the President or Board members. Members desiring items to be discussed at the Board Meeting should submit them in writing 24 hours in advance to the Secretary for inclusion on the agenda. The Board will be notified of the agenda 24 hours before the meetings.

Article VIII: Elections

Section 1. Officers: The officers of the corporation shall be a President, Vice President, a Secretary and a Treasurer. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president.

Section 2. Election of Officers: The officers of the corporation shall be chosen by the voting members and approved at the General Meeting. Officers shall hold office until the next annual meeting; provided, however, that if any annual meeting is not held or the Board members are not elected thereat, they may be elected at any special members meeting held for that purpose. Each such Board member, including a director elected to fill a vacancy or elected at a special members meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified. The person elected as President must have been on the Board at least one year prior to being elected President.

Article IX: Committees

Section 1. Meetings and Action of Committees:

Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article 7 of these Bylaws concerning meetings of directors, with such changes in the

context of those Bylaws as are necessary to substitute the committee and its members for the Executive Board and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the committee. Special meetings of committees may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternated members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

Article X: Coaching

Section 1: The Head Coach is responsible for developing and executing all phases of the swimming program. The Head Coach shall be a voting member of the Executive Board, except in matters involving the coach's contract and/or performance.

Section 2: Aspects of the swimming program involving changes in regular practice hours, the scheduling of home and away team swim meets and team trips shall be the responsibility of the Head Coach.

Section 3: The Head Coach, and under his/her direction the Coaching Staff, shall be in complete charge of swimmers at workouts and meets. Parents having concerns or complaints regarding the swimming program should discuss them verbally at an appropriate time with the Coaching Staff. Procedures for submitting and adjudicating complaints are contained in the Team Handbook.

Section 4: With the exception of those decisions and actions specifically reserved to the Head Coach in his/her contract, the Executive Board (by majority vote) may override actions or decisions made by the Coaching staff. In the event of such an incidence and at the request of either the Board or the Head Coach, the matter will be referred to a specially called meeting of the General Membership.

Section 5. The Coaching Staff reimbursement of expenses related to Swim Meets, Coaching Clinics, or other swim activities will be allowed as authorized by the Executive Board. Whenever possible, estimated expenses should be submitted in advance for prior approval.

Section 6. The Executive Board shall review the performance of the Head Coach on a regular basis. If an affirmative vote is cast, the Executive Board shall negotiate a new contract with the Head Coach for approval at the May Board Meeting. Any unresolved contract issues can, at the request of the Coach, be referred to a specially called meeting of the General Membership. During the contract year the Head Coach's contract may be terminated by two-thirds vote of the General Membership, by ballot or by written signed proxy, at a specially called meeting.

Section 7. The Head Coach will advertise, recruit, interview and recommend Assistant Coaches consistent with established budget constraints.

Section 8. In the event of a vacancy in the Head Coaching position, the Executive Board shall advertise, interview, select and hire a new head Coach.

Article XI: Sponsorship

Written by PVST Board of Direction
1/23/2016
Last Updated 2/11/2016

Section 1. The Swim Team shall be sponsored by the Pleasant Valley Swim Club with the Pleasant Valley Recreation and Parks District acting in an advisory capacity.

Section 2. Basic conditions of the Recreation and Parks District with respect to the Swim Team and Club are contained in Attachment 1 to the Bylaws - "Policy Statement on Co-sponsored Groups". Said conditions having been reviewed by the Pleasant Valley Recreation and Parks District Board of Directors.

Article XII: Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order shall govern the Club in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

Article XIII: Amendment of Bylaws

These Bylaws can be amended at any properly called General Membership Meeting of the Club by a two-thirds vote of the membership present, providing the amendment of amendments have been submitted in writing at a previous Meeting or at least seven (7) days prior to the voting. The Club Bylaws and amendments thereto must be registered with the Secretary of the State of California. This process shall not conduct activities not permitted by an organization exempt from Federal Income tax under Section 501 (c)(3) of the Internal Revenue Code of 1986.

Article XIV: Dissolution

If deemed advisable by the members, the Club may be dissolved pursuant to the applicable provisions of California Laws. Upon the dissolution of the Club, assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which organized and operated exclusively for such purposes.

**Pleasant Valley Recreation & Park District
Policy Statement on Co-Sponsored Groups**

Organizations which provide a community recreation program which might otherwise be provided by the District, will be considered for co-sponsorship. Current by-laws are required for approval by the District, and membership rosters with addresses shall be presented to the district whenever requested. All District co-sponsored groups must have at least 75% of the participants reside within the District boundaries.

- 1. Each co-sponsored group will attend the meeting of the Board of Directors of the District following the group's election of officers to present an oral report to the Directors.**
- 2. Each co-sponsored group will complete the attached forms and return to District staff prior to the District Board meeting:**
 - a. Annual update form**
 - b. Financial Statement form**
 - c. Current By-Laws**
- 3. Any co-sponsored group failing to turn in completed Financial statement, Annual Update, or making their scheduled presentation to the Board within three months period following elections, shall pay fees in for category C users until such time as all paperwork is submitted to the District and the presentation is made to the Board of Directors.**

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

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
No. 658 DECLARING DESIGNATED DISTRICT
RESTROOMS BE KEPT OPEN ANYTIME A LOCAL OR
FEDERAL INCIDENT THAT AFFECTS VENTURA
COUNTY IS DECLARED**

SUMMARY

On March 13, 2020, the President of the United States declared a nationwide emergency for the Coronavirus (COVID-19) pandemic. On March 20, 2020 Pleasant Valley Recreation and Park District held an emergency board meeting to review the recommendations for compliance with the Ventura County Health Officer's March 20, 2020 "Stay Well at Home" order. The District's board meeting included discussion of the District's response to implementing County of Ventura guidelines due to COVID-19. During the discussion, the Board directed staff to leave the Community Center public restrooms open keeping in mind that applicable signage would be necessary for both inside and outside the restrooms.

BACKGROUND

On January 31, 2020 United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19). On March 4, 2020 Governor Gavin Newsom declared a State of Emergency to help the State of California prepare for a broader spread of COVID-19. On March 12, 2020, the County of Ventura declared a local health emergency; this emergency declaration by Ventura County Public Health Officer Dr. Robert Levin labeled the spread of the virus as an imminent threat. On March 14, 2020 the District held a special board meeting to discuss Resolution No. 645, *Confirming the Existence of a Local Emergency Declaring a Local Emergency (COVID-19)*. On March 20, 2020 Pleasant Valley Recreation and Park District held an emergency board meeting to review the recommendation for compliance with the Ventura County Health Officer's "Stay Well at Home" orders. During the discussion, the Board decided to continue to operate the restrooms in an open status for health and human safety.

ANALYSIS

With the majority of public restrooms closed during this local public health emergency, the Board of Directors kept in mind the health and human safety aspect and decided to keep some of the District's restrooms open to the public. With the decision to keep the restrooms open, the District posted COVID-19 protocol signage inside and outside the restrooms to help ensure the public understood the importance of washing hands and social distancing. The restrooms are primarily used by park patrons, construction workers, landscape service employees, delivery personnel, bus drivers, safety personnel and other workers who do not have access to a restroom during their workday and have no other public restroom to rely on during a local or federal emergency.

By keeping the Community Center restrooms open during the COVID-19 pandemic, the District implemented disinfecting protocols to help combat the spread of COVID-19. Due to COVID-19, disinfecting the restrooms more frequently helped to protect public health and safety and to improve the safety of the property (District restrooms).

FISCAL IMPACT

Approval of Resolution No. 658 does not have any immediate impact on the budget but there could be an increase in the Parks Department janitorial supply expense line item.

STAFF RECOMMENDATION

It is recommended the Board approve Resolution No. 658 declaring designated District restrooms be kept open anytime a local or federal event that affects Ventura County is declared.

ATTACHMENTS

- 1) Reso No. 658 (2 pages)

RESOLUTION NO. 658

A RESOLUTION OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT DECLARING DESIGNATED DISTRICT RESTROOMS BE KEPT OPEN ANYTIME A LOCAL OR FEDERAL INCIDENT THAT AFFECTS VENTURA COUNTY IS DECLARED

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) emergency; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to help the State of California prepare for a broader spread of COVID-19; and

WHEREAS, the California Department of Public Health has activated its Medical and Health Coordination Center, and the Office of Emergency Services recently activated the State Operations Center to provide support and guide actions to preserve public health; and

WHEREAS, on March 12, 2020, Ventura County's Public Health Department declared a local health emergency determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 into Ventura County; and

WHEREAS, on March 14, 2020, Pleasant Valley Recreation and Park District ("District") held a special board meeting and confirmed the existence of a local emergency adopted Resolution No. 645, *Declaring a Local Emergency (COVID-19)*; and

WHEREAS, on March 20, 2020, the District held an emergency board meeting to review the recommendation for compliance with the Ventura County Health Officer's "Stay Well at Home" orders and the Board of Directors decided to continue to operate District outdoor restrooms in an open status for health and human safety purposes; and

WHEREAS, it is imperative that the District identify, prepare for and be responsive to the potential shortfalls which may arise such as a lack of available public restrooms for the working community during a local emergency;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That designated District restrooms be kept open anytime a local or federal incident that affects Ventura County is declared.

Section 2. That the General Manager shall control and direct the open status of the restrooms upon county, state or federal notification of a local or federal incident affecting the Ventura County population.

Section 3. That the District Park Maintenance Department shall ensure the procurement of necessary cleaning supplies and personal protective equipment (PPE) for employees for the sanitization of said restroom facilities.

Section 4. That designated restrooms will be consistently stocked by the Park Maintenance Department with soap and drying materials for handwashing throughout the day.

Section 5. That the General Manager and Administrative Services Manager are hereby directed to take those actions, measures, and steps deemed necessary to assure the safety and welfare of the District's constituents and are authorized to execute applications for and on behalf of the District's Board of Directors, a public entity established under the laws of the State of California, for the purpose of obtaining federal and state financial assistance in connection with the declared local or federal incident.

This resolution was adopted on September 2, 2020.

Ayes:
Noes:
Absent:

Elaine Magner, Chair, PVRPD Board of Directors

ATTESTED:

Mike Mishler, Secretary, PVRPD Board of Directors

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

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF CHANGE IN
CELL TOWER LESSEE AT 5901 MISSION OAKS**

SUMMARY

Consideration of new lease owner for the AT&T-based cell tower and equipment room at 5901 Mission Oaks Park. The new lease owner the District would be entering into agreement with is Octagon Towers, LLC or one of its affiliates.

BACKGROUND

The District entered into a lease agreement for a communications tower with AT&T Wireless, LLC on March 3, 2003. This agreement carried initial lease terms of ten (10) years with an automatic renewal for four (4) additional five (5) year Term(s) known as "Extension Terms." The monthly rental payment owed to the District was One Thousand Two Hundred and No/100 Dollars (\$1,200). Beginning with year one of the Extension Term and each Extension Term thereafter, the rent would be calculated as: New Rent = [(original Rent) x (Consumer Price Index/CPI percentage increase)] + (original Rent).

In 2006 AT&T Wireless Services of California, LLC had a merger and became known as New Cingular Wireless PCS, LLC. On May 4, 2006, the First Amendment to Option and Lease Agreement between the District and New Cingular Wireless PCS, LLC was signed. In Section 3, page 2, it states Section 16 of the original lease is amended to include the requirement that, *any assignment to a third party outside of the aforementioned assignments (not requiring Landlord consent) will require written consent of the Landlord provided that all of the following conditions are met: (1) that the proposed assignee or transferee is a carrier or tower company licensed by the FCC to operate wireless communications facilities in the geographic market in which the Property is located and has the financial capability to acquire such licenses; (2) that Tenant is not in a state of uncured default with respect to its obligations under this lease and that the condition of the Site is fully in conformance with the requirements therefore set forth in the Agreement; (3) that Tenant is not under any unresolved citation or censure from any federal, state or local agency due to its failure to comply with any federal, state or local laws or permit conditions applicable to the Site; (4) that Tenant provides to Landlord prior to the effective date of the assignment or transfer updated addresses and contact information for the proposed assignee or transferee, including emergency contact*

information; and (5) that any such assignee or transferee agrees in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed.

New Cingular Wireless PCS, LLC has contacted the District to inform us of their intention to assign its interests in the lease to Octagon Towers, LLC or one of its affiliates. They are requesting a signed Estoppel Certificate and Letter of Consent acknowledging they have fulfilled the requirements of the Amendment notifying the District of their intent to transfer and requesting written approval of said arrangement.

ANALYSIS

This change in Lessee from New Cingular Wireless PCS, LLC to Octagon Towers, LLC does not have any affect on the terms of the prior agreed upon lease for the site. Staff requested General Counsel review the Ground Request for Consent and estoppel certificate where no concerning issues were identified.

FINANCIAL IMPACT

There is no financial impact currently due to the requested change in lessee. Octagon Towers, LLC will assume all obligations under the lease arising on and after the date of assignment in the lease.

RECOMMENDATION

It is recommended that the Board review and approve the Request for Consent and estoppel certificate acknowledging the change in the tenant from New Cingular Wireless, LLC to Octagon Towers, LLC or one of its affiliates.

ATTACHMENTS

- 1) Request for Consent Form (1 page)
- 2) Ground Lessor Estoppel Certificate (2 pages)
- 3) Historical Documents (2003 Option and Lease Agreement, 2006 First Amendment and Lease Agreement, Engineering Drawings) (40 pages)



Jesper Larssen
Assistant VP -- Corporate Development
AT&T Services, LLC

December 10, 2019

By: Fed Ex

Pleasant Valley Recreation and Park District
1605 East Burnly St.
Camarillo, CA 93010

RE: Request for Consent regarding the Ground Lease for the following Tower Site
5901 Mission Oaks Blvd., Camarillo, CA 93012 (the "Property"); AT&T FA # 10086876

Dear Sir/Madam,

The undersigned, as tenant ("Tenant") under that certain lease with you dated 03/03/2003 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances) (the "Lease") intends to assign its interest in the Lease to Octagon Towers, LLC, or one of its affiliates ("Buyer"), in connection with Buyer's acquisition of the communications tower located on the Property. As part of the assignment, (i) Buyer will assume all obligations under the Lease arising on and after the date of assignment ("Assignment Date") and (ii) Tenant will leaseback from Buyer space on the Property for Tenant's ongoing provision of its wireless operations.

To the extent required by the Lease, we hereby request your consent to the foregoing assignment and leaseback, along with your acknowledgement that, effective upon the Assignment Date, the undersigned Tenant, as assignor, shall have no further rights or obligations with respect to the Lease to the extent accruing on or after the Assignment Date. This is to confirm that the undersigned Tenant shall remain fully responsible to landlord for any obligations arising under the Lease for the period prior to the Assignment Date.

To confirm your consent and acknowledgement, please sign below and return a copy of this letter by FedEx in the enclosed pre-paid FedEx envelope as soon as possible.

Your prompt attention to this request is greatly appreciated. If you have any questions, you are authorized and directed to please contact Buyer's counsel, Jamie Chapman, at Thompson Hine LLP at (216) 566-5647.

Sincerely, *Jesper Larssen /mm*

NEW CINGULAR WIRELESS PCS, LLC
By: Jesper Larssen

AGREED AND ACKNOWLEDGED:

By: Pleasant Valley Recreation and Park District

Name: _____

Title: _____

Date: _____

December 10, 2019

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GROUND LESSOR ESTOPPEL CERTIFICATE
(GROUND LESSEE FA#10086876)

This Ground Lessor Estoppel Certificate (this "Certificate") is made by the party identified as the ground lessor in the signature block below ("Ground Lessor") for the benefit of the Ground Lessee identified below and Octagon Towers, LLC and its subsidiaries (collectively, "Buyer").

RECITALS:

A. NEW CINGULAR WIRELESS PCS, LLC ("Ground Lessee") is the lessee of certain real property pursuant to a lease, license or other occupancy agreement (the "Lease") dated 03/03/2003, by and between Ground Lessor and Ground Lessee, relating to premises described in the Lease.

B. Ground Lessee intends to assign its interest in the Lease to Buyer and Buyer intends to assume the obligations under the Lease.

C. In connection with the proposed assignment, Ground Lessee and Buyer have requested this Certificate from Ground Lessor.

Estoppel Certificate. Ground Lessor certifies to Ground Lessee and Buyer that the following statements are true as of the date hereof:

(a) Ground Lessee is the current Ground Lessee under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A);

(b) The Lease is in full force and effect, has not been assigned by Ground Lessor to any other party and contains the entire agreement between Ground Lessor and Ground Lessee with respect to the premises described in the Lease;

(c) The Commencement Date under the Lease was April 7, 2003, and the term of the Lease will end on April 30, 2023, subject only to the Ground Lessee's options to renew the Lease for two (2) additional successive periods of five (5) years each. The current monthly base rental is \$4925.78. Monthly rent under the Lease has been paid through July 31, 2020; and

(d) To Ground Lessor's knowledge, no default exists under the Lease on the part of Ground Lessor or Ground Lessee, and no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Ground Lessee under the Lease.

Executed as of August _____, 2020.

Pleasant Valley Recreation and Park District

By: _____
Name:

EXHIBIT A

[GROUND LEASE ATTACHED BEGINNING ON NEXT PAGE



Jesper Larssen
Assistant VP – Corporate Development
AT&T Services, LLC

December 13, 2019

By: Federal Express

Pleasant Valley Recreation and Park District
1605 East Burnly St.
Camarillo, CA 93010

RE: Request for Estoppel Certificate Relating to Tower Site at your property (the "Property")

Dear Sir/Madam:

Your tenant intends to assign its interests in the lease with your company (the "Lease") to Octagon Towers, LLC or one of its affiliates ("Buyer"), in connection with Buyer's acquisition of the communications tower located on the Property.

In connection with the proposed assignment, the enclosed Estoppel Certificate is being requested. Please review, sign and return it to the Buyer within seven (7) days of receipt of this letter.

Your prompt attention to the Estoppel Certificate is greatly appreciated. A pre-paid FedEx envelope addressed to Buyer is provided for your use. If you have any questions, you are authorized and directed to please contact Buyer's counsel, Jamie Chapman, at Thompson Hine LLP at Thompson Hine LLP at (216) 566-5647.

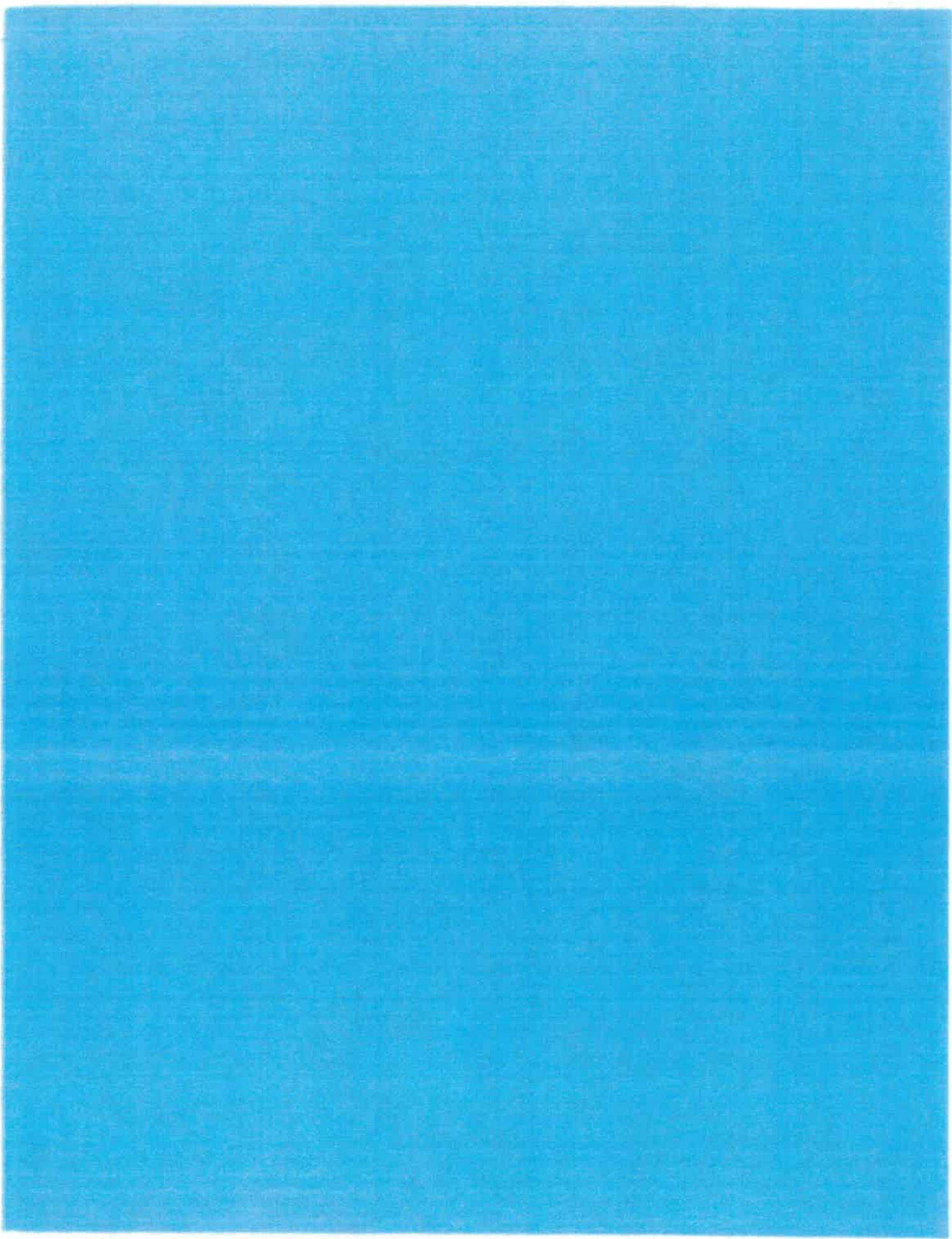
Sincerely,

NEW CINGULAR WIRELESS PCS, LLC

By Jesper Larssen

Enclosures

cc:



LSANCAV004

Market: LAI
Cell Site Number: LSAGCAV004
Address: 5901 Mission Oaks Blvd., Camarillo, CA 93012

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by Pleasant Valley Recreation and Park District, a body corporate and politic, having a mailing address of 4220 E. Los Angeles Ave., Camarillo, California 93063 (hereinafter referred to as "Landlord") and AT & T Wireless Services of California, LLC a Delaware limited liability company, d/b/a AT&T WIRELESS, having a mailing address of 2729 Prospect Park Drive, Rancho Cordova CA 95670 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 5901 Mission Oaks Blvd., Camarillo, CA 93012, in the County of Ventura, State of California (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE. (a) Landlord hereby grants to Tenant an option (the "Option") to lease a portion of the Property measuring approximately 250 square feet as described on attached Exhibit 1, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property as described on the attached Exhibit 1 (collectively the "Premises").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$ 1,000.00) within thirty (30) days of the execution of this Agreement. The Option will be for an initial term of one (1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related

equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Such use may include the right to install additional antennas and associated cables to provide emergency 911 communication services. Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.** (a) The initial lease term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for four (4) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the same terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.** (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) ("Rent"), at the address set forth above on or before the 5th day of each calendar month in advance. Rent will be prorated for any partial month.

(b) Beginning with year one of the Extension Term and each Extension Term thereafter the Rent will be calculated by a formula as follows:

$$\text{New Rent} = [(\text{original Rent}) \times (\text{CPI percentage increase})] + (\text{original Rent})$$

"Consumer Price Index" will mean the Local Metropolitan Area Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of New Rent will be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as Landlord and Tenant may agree upon will be substituted for the Consumer Price Index. If they are unable to agree, then such matter will be submitted to arbitration.

Notwithstanding anything herein, in no event will any annual CPI increase be greater than three percent (3%) of the previous year's Rent.

5. **APPROVALS.** (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file

all required applications to obtain Governmental Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days written notice for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of a termination of this Agreement by Tenant under any one or more of paragraphs 6(a), 6(b), 8, 18, 19 or 20 of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

8. **INTERFERENCE.** (a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communications Facility. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. **INDEMNIFICATION.** (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission

of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord hereby grants to Tenant an easement for such access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term.

14. MAINTENANCE/UTILITIES. (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign or sublet this Agreement, in whole or in part, without the Landlord's consent. Upon notification to Landlord of such assignment or sublease, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows. As to Tenant, AT&T Wireless, 2729 Prospect Park Drive, Rancho Cordova, CA 95670 Attn.: Lease Management Department; Re: Cell Site # LSAGCAV004; with a copy to AT&T Wireless, 12900 Park Plaza Drive, Cerritos, CA 90703-8573, Attn.: Daniel B. Smith, Senior Corporate Counsel, Legal Department; Re: Cell Site # LSAGCAV004; and as to Landlord, Pleasant Valley Recreation and Park District at 4220 E. Los Angeles Ave., Camarillo, California, 93063. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property,

which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

21. **WAIVER OF LANDLORD'S LIENS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **MISCELLANEOUS.** (a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.**

Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and supersedes all prior offers, negotiations and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

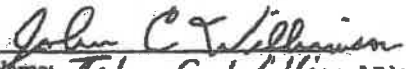
(g) **Estoppel.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.**

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and effective as of the date the last party executed this Agreement below.

"LANDLORD" Pleasant Valley Recreation and Park District

By: 
Print Name: John C. Williamson or
Its: General Manager
Date: 2/7/03
Federal Tax ID No.: 95-2219056

"TENANT" AT & T Wireless Services of California, LLC, a Delaware limited liability company,
d/b/a AT & T Wireless


 AT & T Wireless Services, Inc., a Delaware Corporation, its Member.
By: _____
Print Name: Art Pregler
Its: Program Manager
Date: 3/3/03

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 6

to the Agreement dated _____, 200__, by and between Pleasant Valley Recreation and Park District, a body corporate and politic, as Landlord, and AT & T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a AT&T WIRELESS, as Tenant.

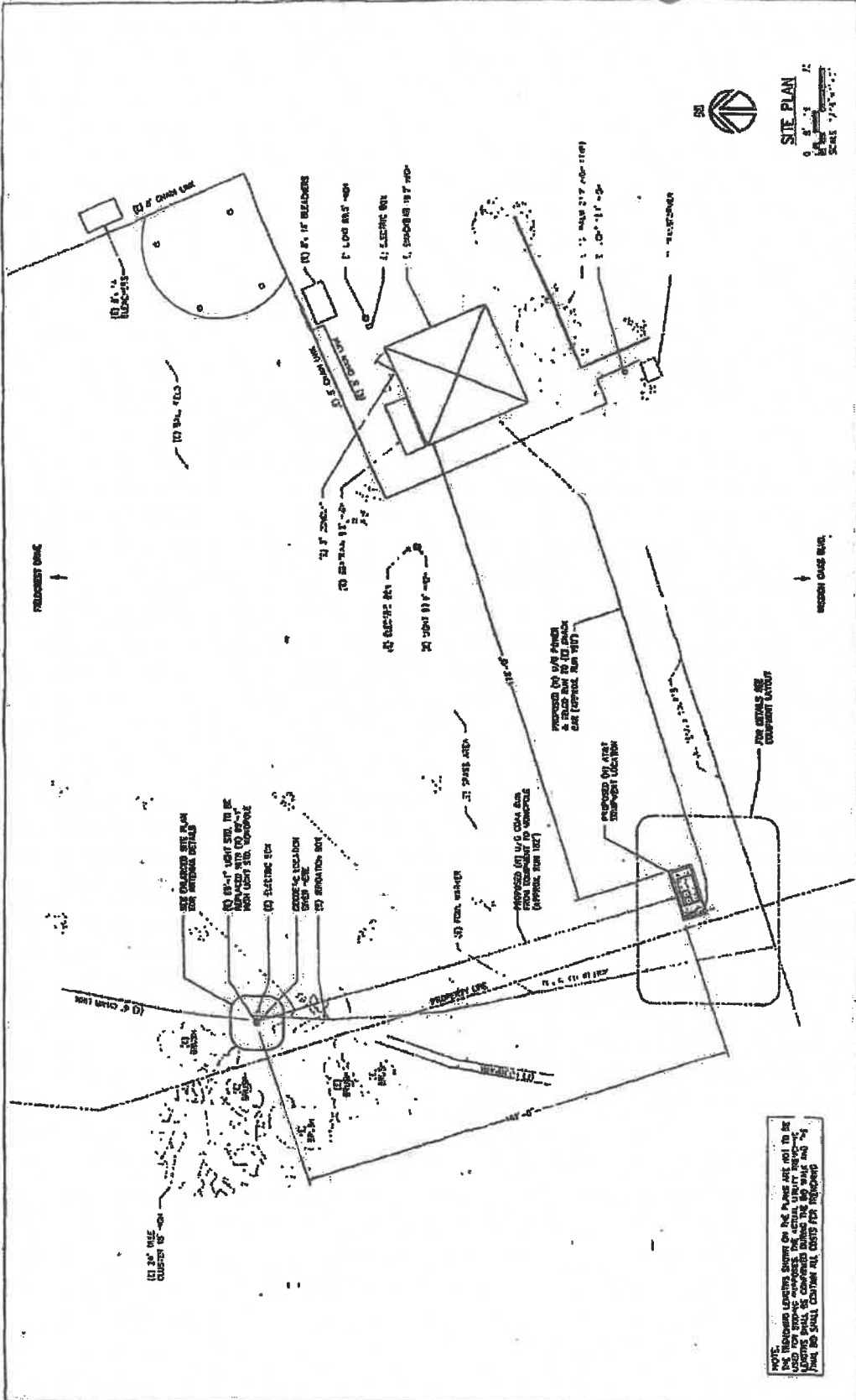
The Premises are described and/or depicted as follows:

SEE ATTACHED ENGINEERED DRAWINGS

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Rev. 08/28/02
Option Land Lease



NOTE:
 THE PROPOSED LOCATIONS SHOWN ON THIS PLAN ARE NOT THE
 FINAL LOCATIONS. THE PROPOSED LOCATIONS ARE SUBJECT TO
 THE RESULTS OF THE SITE VISUALIZATION STUDY AND THE
 FINAL DESIGN. CONTACT ALL COSTS FOR REVISIONS.

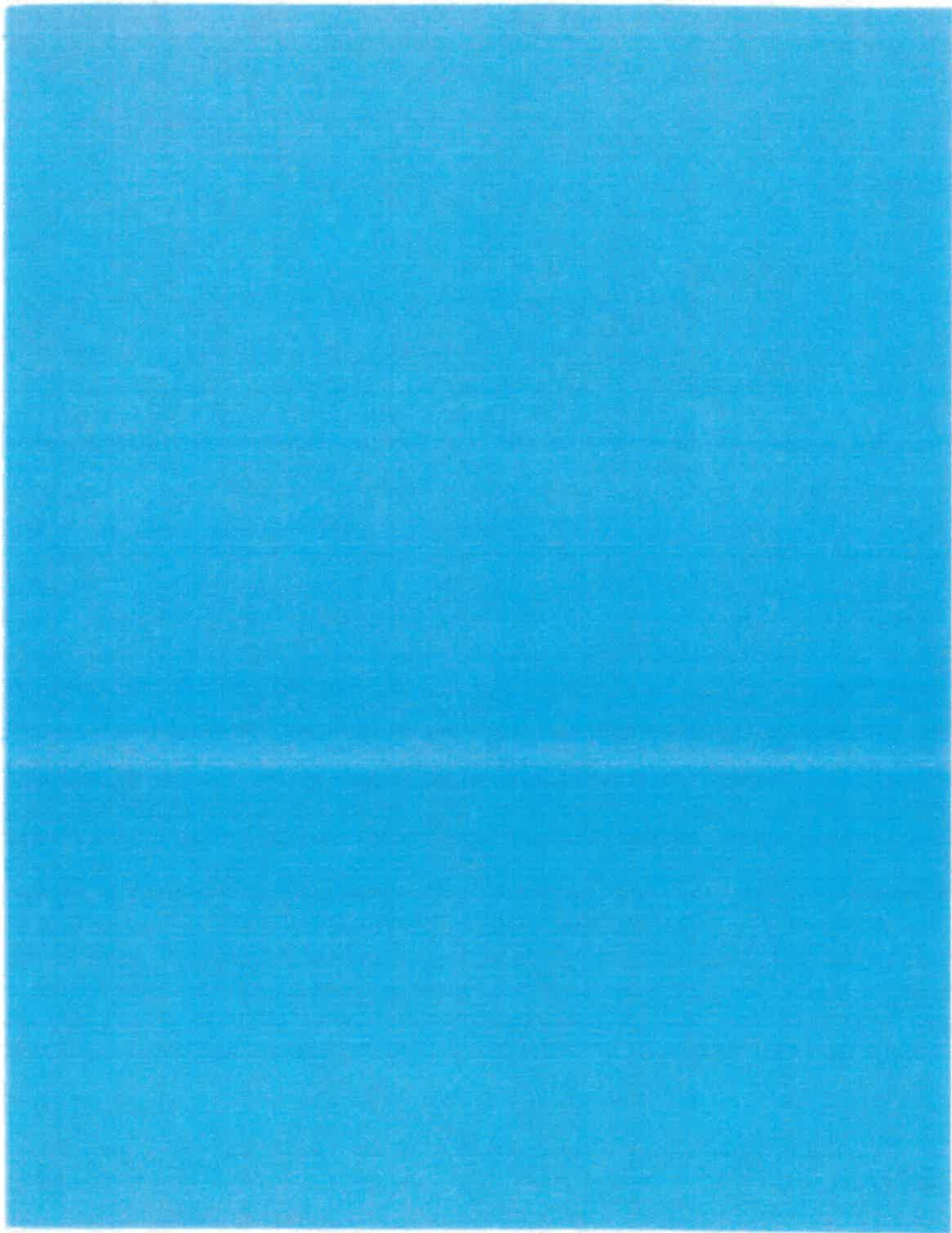
Velocitel
 COMMUNICATIONS SERVICES
 10000 W. CENTRAL EXPRESSWAY
 SUITE 1000
 DALLAS, TEXAS 75243

AT&T
 SAN RAFAEL END OF ROAD
 SITE PLAN
 SAN RAFAEL, TEXAS

AT&T
 AT&T VISUALIZATION SERVICES
 10000 W. CENTRAL EXPRESSWAY
 SUITE 1000
 DALLAS, TEXAS 75243

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	10/1/88	ISSUED FOR PERMITS	J. W. [unclear]	[unclear]
2	10/1/88	ISSUED FOR PERMITS	J. W. [unclear]	[unclear]
3	10/1/88	ISSUED FOR PERMITS	J. W. [unclear]	[unclear]
4	10/1/88	ISSUED FOR PERMITS	J. W. [unclear]	[unclear]
5	10/1/88	ISSUED FOR PERMITS	J. W. [unclear]	[unclear]

SITE PLAN
 SCALE: 1/4" = 1'-0"
 0 10 20 30 40 50 60 70 80 90 100
 FEET



Cell Site No.SNBBCAV004

Market: Los Angeles

Address: 5901 Mission Oaks Blvd, Camarillo, CA. 93012

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between Pleasant Valley Recreation and Park District a Public Corporation, having a mailing address of 1605 East Burnly St., Camarillo, CA 93010 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

WHEREAS, Tenant was formerly AT&T Wireless Services of California, LLC and now due to corporate mergers is now known as New Cingular Wireless PCS, LLC, a Delaware limited liability company; and

WHEREAS, Landlord and Tenant entered into a Option and Lease Agreement (the "Lease") dated March 3, 2003 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 5901 Mission Oaks Blvd, Camarillo CA. 93012 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify, add and delete sections thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the above-referenced recitals, and the covenants and terms of the Parties contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 2 of the Lease is hereby amended to read as follows:

Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications futures and related equipment, cables, accessories, and improvements, which

may include a suitable support structure, associated equipments shelters or cabinets and fencing and any other items collectively referred to as the Communication Facility, as described in Exhibit 1. As well as the right to test, survey and review title on the Property (Permitted Use). Tenant obtained a Conditional Use Permit No. 236 (CUP) from the City of Camarillo and installed the Communications Facility in compliance with the City CUP. Cingular proposes to modify to operate and maintain an existing unmanned telecommunications facility at this above mentioned address. The scope of the modifications will consist of installation of a new radio cabinets within the existing equipment room, (6) existing panel antennas to be replaced within the existing monopole/light pole. No microwave dishes are permitted whatsoever. Contractor to replace existing cabinets within the shelter by removing the roof and replacing the same after equipment swap and add, equipment shelter will be returned to original appearance. Tenant will obtain any and all necessary approvals from the City of Camarillo, including but not limited to approval of any modifications to CUP No. 236, for such modifications to the communications Facility.

2. Section 17 of the Lease is amended to read as follows:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Tenant; c/o Cingular Wireless LLC, Attn: Network Real Estate Administration. Re: Cell Site # SNBBCAV004, Cell Site Name San Rafael End of Road, 6100 Atlantic Boulevard, Norcross, GA 30071, with a copy to Cingular Wireless PCS, LLC, Attn: Legal Department 15 E Midland Avenue, Paramus, NJ 07652 Re: Cell Site # SNBBCAV004, Cell Site Name San Rafael End of Road,; and as to Landlord, Pleasant Valley Recreation and Park District, having a mailing address of 1605 East Burnly St, Camarillo, CA 93010. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Section 16 of the Lease is hereby amended to read as follows:

ASSIGNMENT/SUBLEASE. Landlord may assign or otherwise transfer its interest in this Agreement upon written notice to Tenant, subject to the assignee or transferee assuming all of Landlord's obligations herein. Tenant may assign or otherwise transfer all of its interest in this Agreement or in the Site or the Communication Facilities without the approval or consent of Landlord to a parent or member company of Tenant or any affiliate or subsidiary or partner of Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the geographic market defined by the Federal Communications Commission (FCC) in which the Property is located by reason of a merger, acquisition, or other business reorganization. Any assignment to a third party outside of the aforementioned allowable assignments (that do not need Landlord consent) will need the written consent of the Landlord; provided that all the following conditions are met: (1) that the proposed assignee or transferee is a carrier or tower company licensed by the FCC to operate wireless communications facilities in the geographic market in which the Property is located and has the financial capability to acquire such licenses; (2) that Tenant is not in a state of uncured default with respect

to its obligations under this lease and that the condition of the Site is fully in conformance with the requirements therefore set forth in the Agreement; (3) that Tenant is not under any unresolved citation or censure from any federal, state or local agency due to its failure to comply with any federal, state or local laws or permit conditions applicable to the Site; (4) that Tenant provides to Landlord prior to the effective date of the assignment or transfer updated addresses and contact information for the proposed assignee or transferee, including emergency contact information; and (5) that any such assignee or transferee agrees in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed.

4. Section 23 is hereby added to the Lease to read as follows:

MEMORANDUM OF LEASE. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. Section 24 is hereby added to the Lease to read as follows:

TAXES. This Lease may create a taxable property interest in the Site. Landlord shall not be responsible for any taxes, fees, assessments or levies created by this Agreement, including but not limited to property taxes, possessory interest taxes and assessments assessed against Tenant attributable to the Communication Facilities levied by any legal authority as a result of this Lease. Tenant shall pay any and all possessory property tax assessments with document evidence or issued by the taxing authority.

6. Section 25 is hereby added to the Lease to read as follows:

Tenant agrees to pay to Landlord upon approval by this Amendment by the Landlord's Board a one time fee of Two Thousand Dollars (\$2,000.00) for reimbursement of costs of document preparation and administrative time associated with this Lease Amendment.

7. Section 26 is hereby added to the Lease to read as follows:

OTHER TERMS AND CONDITIONS REMAIN. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. Section 27 is hereby added to the Lease to read as follows:

Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LANDLORD:

Pleasant Valley Recreation and Park District, a public entity;

By: Ralph S. Sanchez

Name: Ralph S. Sanchez
Title: Acting General Manager

Date: May 4, 2006

TENANT:

New Cingular Wireless, PCS, LLC,
a Delaware limited liability company

By: Emily Vaughan

Name: Emily Vaughan
Title: Deployments Manager

Date: 5/2/06

EXHIBIT 1-A

See attached plan Exhibit 1-A which is comprised of 4 pages, March 24, 2006, last revision date, prepared by URS ; plans are known as SNBBCAV004, Mission Oaks Park.

Recording Requested By:

Bechtel Telecom
12900 Park plaza Drive, 5th Floor
Cerritos, CA 90701

And When Recorded Return to:

Cingular Wireless Property Management

CITY, STATE ZIP

APN: _____

Space Above This Line For Recorder's Use Only

Re: Cell Site #SNBBCAV004; Cell Site Name: Mission Oaks Park
State of California; County of Ventura

**MEMORANDUM
OF
OPTION AND LEASE AGREEMENT and FIRST AMENDMENT**

This Memorandum of Lease is entered into on this 4th day of May, 2006, by and between Pleasant Valley Recreation and Park District a public entity, having a mailing address of 1605 East Burnly St., Camarillo, CA 93010 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

Whereas, Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the 3rd day of March, 2003, and a First Amendment to Option and Lease Agreement entered into on 4th day of May, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements for that portion of real property more particularly described in Exhibit 1-A, attached hereto and incorporated herein by reference as set forth in full. All of the foregoing are collectively referred to as the Lease.

Whereas, the initial lease term will be ten (10) years ("Initial Term") commencing on the effective of the Option and Lease Agreement, with four additional (4) successive five (5) year terms renewing automatically.

Whereas, the intent of the parties by this Memorandum of Lease is that each party restively acknowledges the existence of the Lease.

NOW THEREFORE, for valuable consideration, which is hereby acknowledged, it is agreed as follows:

1. Landlord hereby leases to Tenant those certain real property referred in the Recitals herein and hereby acknowledges that the unrecorded Lease and First Amendment referred to herein is in full force and effect. The term of this Lease is for 10 years with four additional successive five-year terms renewing automatically.

2. All the terms, covenants, and conditions of the unrecorded Lease and First Amendment are incorporated by this reference as they are set forth in full.

3. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD"

Pleasant Valley Recreation and Park District a Public Corporation

Print Name: Ralph S. Sanchez

By: Ralph S. Sanchez

Print Name:

Its: Acting General Manager

Date: May 9, 2006

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: Kimberly L. Sanchez

Print Name: Kimberly L. Sanchez

Its: Deployment Manager

Date: 5/2/06

EXHIBIT 1-A

DESCRIPTION OF PREMISES

Page 3 of 4

Attached to the Memorandum of Lease dated May 4, 2006, by and between Pleasant Valley Recreation and Park District a Public Corporation, as Landlord, and New Cingular Wireless, PCS, LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows: an address known as 5901 Mission Oaks Blvd., Camarillo, CA 93012 in the County of Ventura, and (a legal description of the Park District parcel from public records)

Page 4 will be the executed California All Purpose Notary form;

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.
 On May 2, 2008 before me, Nelda S. Rodriguez, Notary Public
Date Name and Title of Officer (e.g., Notary Public)
 personally appeared Emily Vaughan
Name(s) of Signer(s)

Personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Nelda S. Rodriguez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other _____

Signer is Representing: _____



CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

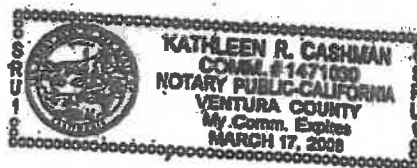
COUNTY OF VENTURA)

On MAY 4, 2006 before me, KATHLEEN R. CASHMAN, NOTARY PUBLIC,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, RALPH SKIP SAUCHEZ
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Scotty R. Zook (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT MEMORANDUM OF OPTION + LEASE ABL

DATE OF DOCUMENT MAY 4, 2006 NUMBER OF PAGES 3

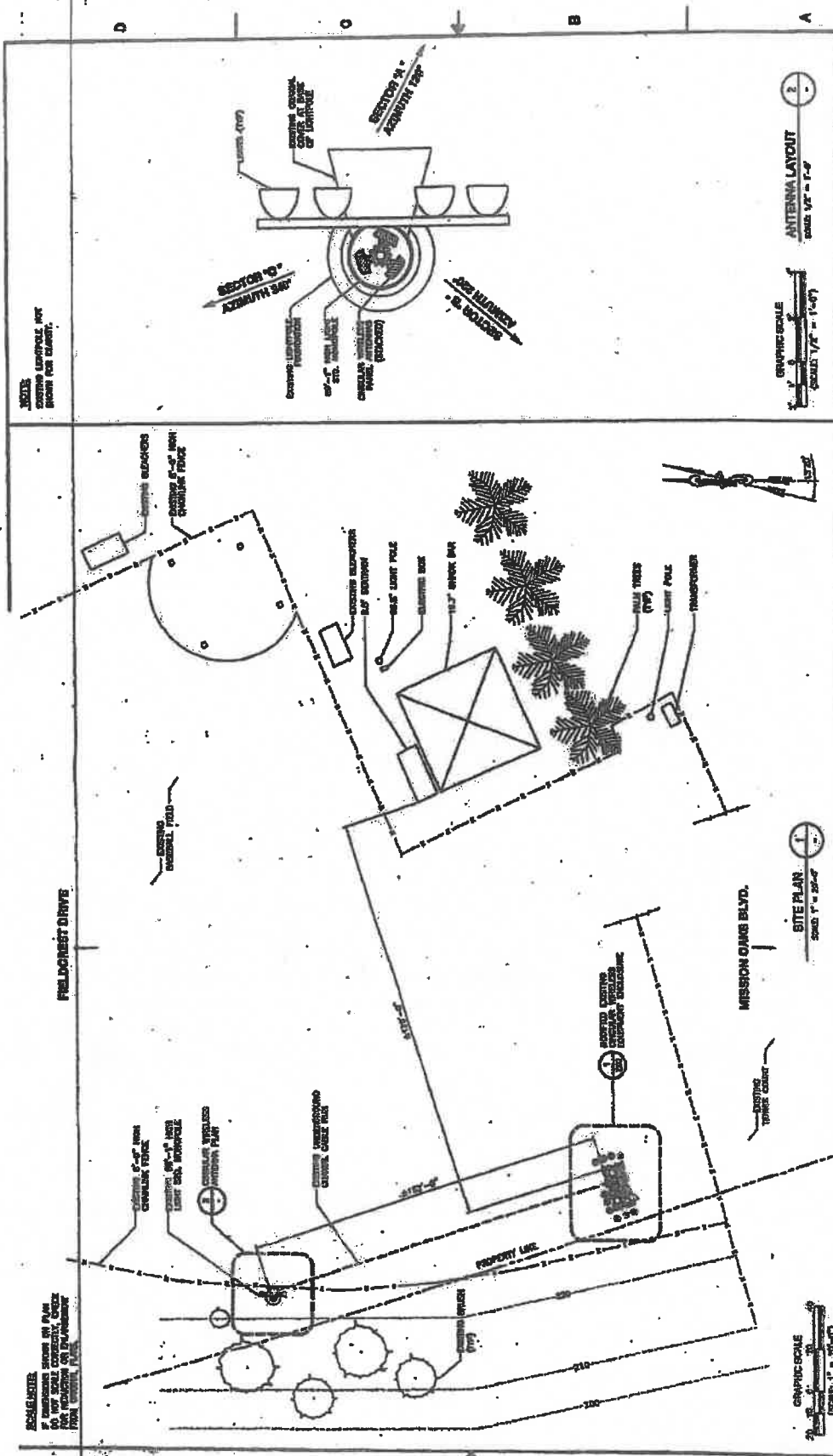
SIGNER(S) OTHER THAN NAMED ABOVE NEW CINGULAR WIRELESS

AMENDMENT #1
EXHIBIT 1-A

X cingular WIRELESS

SITE NUMBER: SNBBCAV004
SITE NAME: MISSION OAKS PARK

DRAWING INDEX	REV	DIRECTIONS	PROJECT INFORMATION																					
A-SNBBCAV004-T01	2	TITLE SHEET	<p>PROJECT INFORMATION</p> <p>CELLULAR SERVICE IN AREA, SERVICE AND RANGE OF CELLULAR SERVICE SHALL BE DETERMINED BY THE TELECOMMUNICATIONS FACILITY. THE RANGE OF SERVICE SHALL BE DETERMINED BY THE TELECOMMUNICATIONS FACILITY. THE RANGE OF SERVICE SHALL BE DETERMINED BY THE TELECOMMUNICATIONS FACILITY. THE RANGE OF SERVICE SHALL BE DETERMINED BY THE TELECOMMUNICATIONS FACILITY.</p> <p>3000 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>PROPERTY OWNER: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>OWNER: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>ADMIN: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>APPLICANT: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>LOCATION: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>LAND/USE TYPE: COMMERCIAL 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>SUBDIVISION: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>APPROXIMATE: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>CURRENT ZONING: MISSION OAKS PARK 1500 MISSION OAKS PARK CHAPARRAL, CA 91701</p> <p>PROPOSED USE: TELECOMMUNICATIONS FACILITY</p>																					
A-SNBBCAV004-T02	2	SITE PLAN & ANTENNA PLAN																						
A-SNBBCAV004-T03	2	EQUIPMENT LAYOUT AND ROOF PLAN																						
A-SNBBCAV004-T04	2	ELEVATIONS																						
<p>VICINITY MAP</p>			<p>SITE QUALIFICATION PARTICIPANTS</p> <table border="1"> <thead> <tr> <th>NAME</th> <th>COMPANY</th> <th>PHONE</th> </tr> </thead> <tbody> <tr> <td>ALBERTO GARCIA</td> <td>URS CORPORATION</td> <td>(916) 200-2000</td> </tr> <tr> <td>ROBERT FURTON</td> <td>URS WIRELESS</td> <td>(916) 200-2000</td> </tr> <tr> <td>ROBERT FURTON</td> <td>URS WIRELESS</td> <td>(916) 480-3487</td> </tr> <tr> <td>TRIP</td> <td>URS WIRELESS</td> <td>(916) 480-3487</td> </tr> <tr> <td>TRIP</td> <td>URS WIRELESS</td> <td>(916) 480-3487</td> </tr> <tr> <td>TRIP</td> <td>URS WIRELESS</td> <td>(916) 480-3487</td> </tr> </tbody> </table>	NAME	COMPANY	PHONE	ALBERTO GARCIA	URS CORPORATION	(916) 200-2000	ROBERT FURTON	URS WIRELESS	(916) 200-2000	ROBERT FURTON	URS WIRELESS	(916) 480-3487	TRIP	URS WIRELESS	(916) 480-3487	TRIP	URS WIRELESS	(916) 480-3487	TRIP	URS WIRELESS	(916) 480-3487
NAME	COMPANY	PHONE																						
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A-SNBBCAV004-T01	2	TITLE SHEET																						
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A-SNBBCAV004-T04	2	ELEVATIONS																						
<p>URS 1500 MISSION OAKS PARK, CHAPARRAL, CA 91701 (916) 200-2000</p>			<p>X cingular WIRELESS CELLULAR SERVICE IN AREA</p>																					
<p>TITLE SHEET</p> <p>DATE: 04/12/04 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN</p>			<p>TELECOMMUNICATIONS FACILITY</p> <p>DATE: 04/12/04 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN</p>																					



SCALE:
 1" = 100'
 THIS SCALE IS FOR REFERENCE ONLY. FOR EXACT DIMENSIONS, REFER TO THE ORIGINAL DRAWING.

NOTE:
 CUSTOM LIGHTPOLE NOT SHOWN FOR CLARITY.

GRAPHIC SCALE
 (SCALE: 1" = 100')

SITE PLAN
 (SCALE: 1" = 250')

ANTENNA LAYOUT
 (SCALE: 1/2" = 10')

URS
 1115 JEFFERSON AVENUE, SUITE 1000
 SAN FRANCISCO, CA 94109
 (415) 774-2000
 (415) 774-2001

MISSION OAKS PARK
 SITE NO. SIBBGAY004
 5701 MISSION OAKS BLVD
 CHARLIS, CA 93012

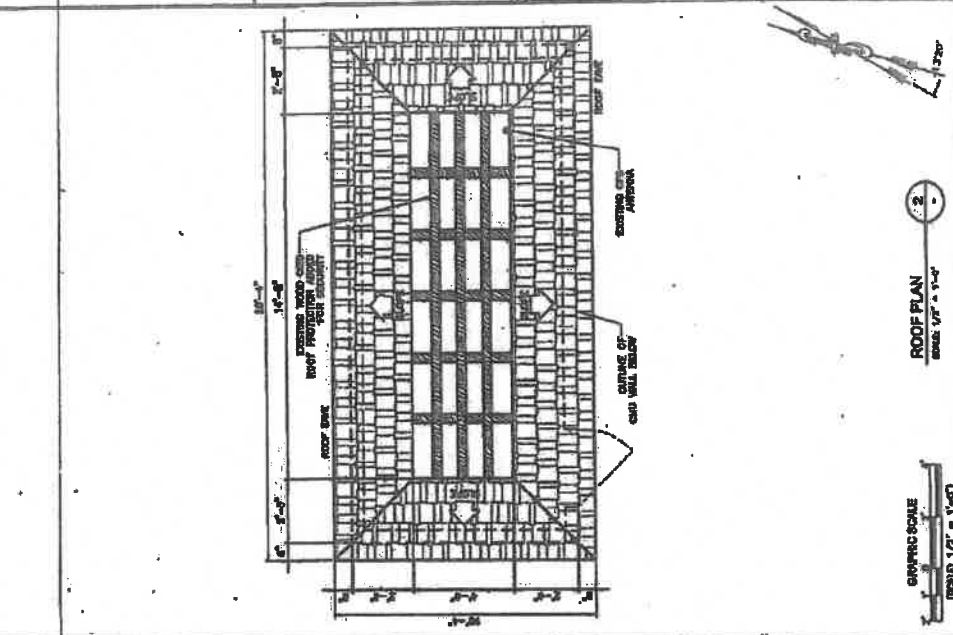
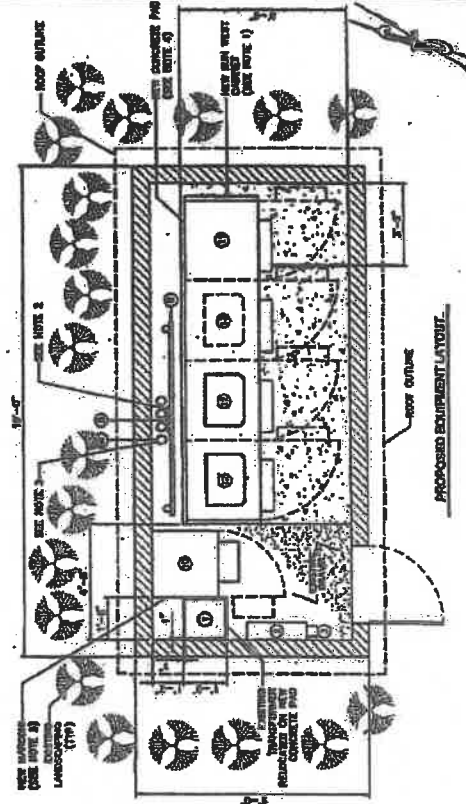
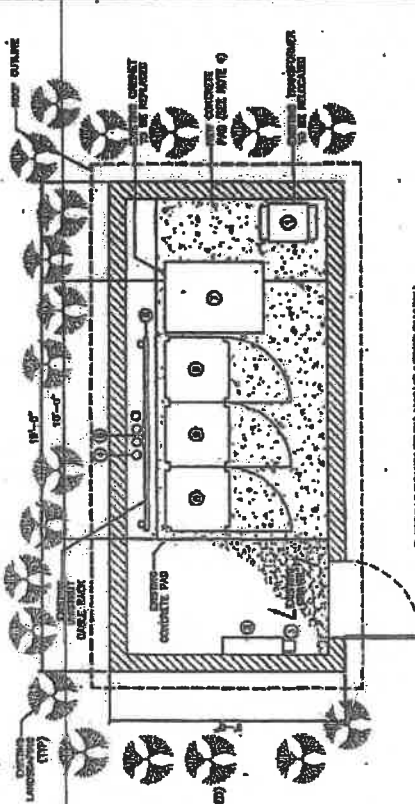
X cingular
 WIRELESS
 1900 MAIN ST. 100.000
 CHARLIS, CA 93012

SITE PLAN AND ANTENNA PLAN
 SHEET NO. SIBBGAY004-201
 PROJECT NO. SIBBGAY004
 DATE: 08/14/07

NO.	DATE	BY	DESCRIPTION
1	08/14/07	JL	ISSUED FOR PERMIT
2	08/14/07	JL	ISSUED FOR PERMIT
3	08/14/07	JL	ISSUED FOR PERMIT
4	08/14/07	JL	ISSUED FOR PERMIT
5	08/14/07	JL	ISSUED FOR PERMIT
6	08/14/07	JL	ISSUED FOR PERMIT
7	08/14/07	JL	ISSUED FOR PERMIT
8	08/14/07	JL	ISSUED FOR PERMIT
9	08/14/07	JL	ISSUED FOR PERMIT
10	08/14/07	JL	ISSUED FOR PERMIT
11	08/14/07	JL	ISSUED FOR PERMIT
12	08/14/07	JL	ISSUED FOR PERMIT

SCALE:
 1" = 10'-0"
 1" = 10'-0"
 1" = 10'-0"
 1" = 10'-0"

- LEGEND:**
1. AS TRANSPORT
 2. 4" MAIN BRANCHER PANEL
 3. PORTABLE GENERATOR PLUS
 4. CABLE STRINGS PANEL/PORT
 5. ROSTER CIRCUIT BREAK (MCA)
 6. UNIDENTIFIED CABLE RACK
 7. AUTOMATIC GENERATOR (TO BE REPLACED)
 8. GENERATOR RACK
 9. CONTROL SHEDS
 10. ROOF MANHOLES
 11. NEW POWER PLANT
 12. NEW GENERATOR RACK 220V UNIDENTIFIED
 13. FUTURE WIND TURBINE



GRAPHIC SCALE
 (SCALE: 1/2" = 1'-0")

GRAPHIC SCALE
 (SCALE: 1/2" = 1'-0")

GRAPHIC SCALE
 (SCALE: 1/2" = 1'-0")

REVISIONS

NO.	DATE	DESCRIPTION
1	08/14/07	ISSUED FOR PERMIT
2	08/14/07	ISSUED FOR PERMIT
3	08/14/07	ISSUED FOR PERMIT
4	08/14/07	ISSUED FOR PERMIT
5	08/14/07	ISSUED FOR PERMIT
6	08/14/07	ISSUED FOR PERMIT
7	08/14/07	ISSUED FOR PERMIT
8	08/14/07	ISSUED FOR PERMIT
9	08/14/07	ISSUED FOR PERMIT
10	08/14/07	ISSUED FOR PERMIT
11	08/14/07	ISSUED FOR PERMIT
12	08/14/07	ISSUED FOR PERMIT
13	08/14/07	ISSUED FOR PERMIT
14	08/14/07	ISSUED FOR PERMIT
15	08/14/07	ISSUED FOR PERMIT
16	08/14/07	ISSUED FOR PERMIT
17	08/14/07	ISSUED FOR PERMIT
18	08/14/07	ISSUED FOR PERMIT
19	08/14/07	ISSUED FOR PERMIT
20	08/14/07	ISSUED FOR PERMIT

URS
 400 WEST GARDEN AVENUE, 8TH FLOOR
 ANAHEIM, CA 92810
 TEL: 714-766-7000
 FAX: 714-766-7000

cingular
 WIRELESS
 1800 WEST GARDEN AVENUE
 ANAHEIM, CA 92810

MISSION DAKS PARK
 SITE NO. S18B04V004
 8001 MISSION DAKS BLVD
 GARDEN, CA 92702

EQUIPMENT LAYOUT AND ROOF PLAN
 SHEET NO. S18B04V004-202

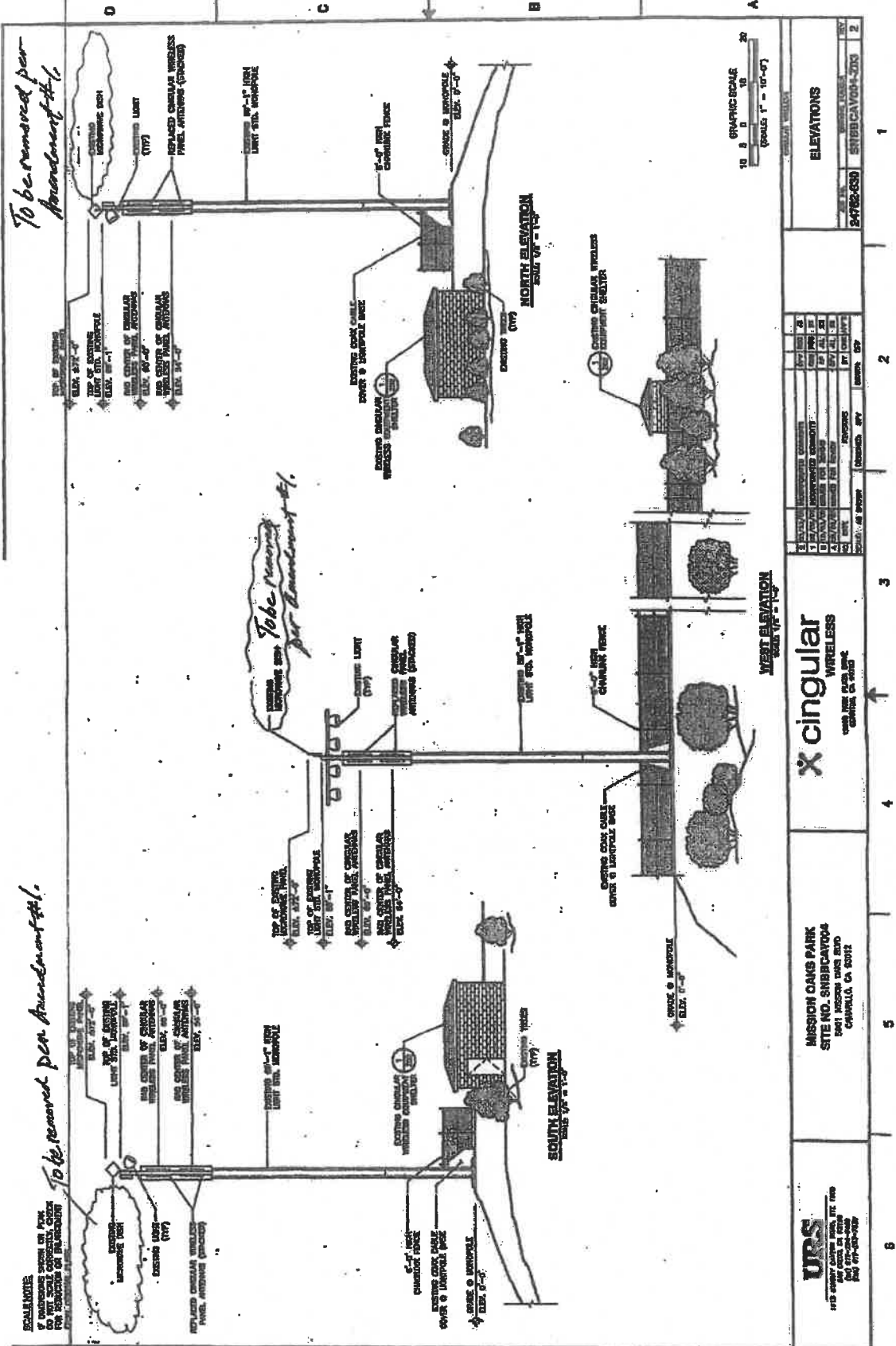
1 2 3 4 5 6

365/449

To be removed per Amendment #1.

To be removed per Amendment #1.

REMARKS:
 TO BE REMOVED PER AMENDMENT #1.
 TO BE REMOVED PER AMENDMENT #1.



GRAPHIC SCALE
 10 5 0 5 10 20
 (SCALE: 1" = 10'-0")

ELEVATIONS

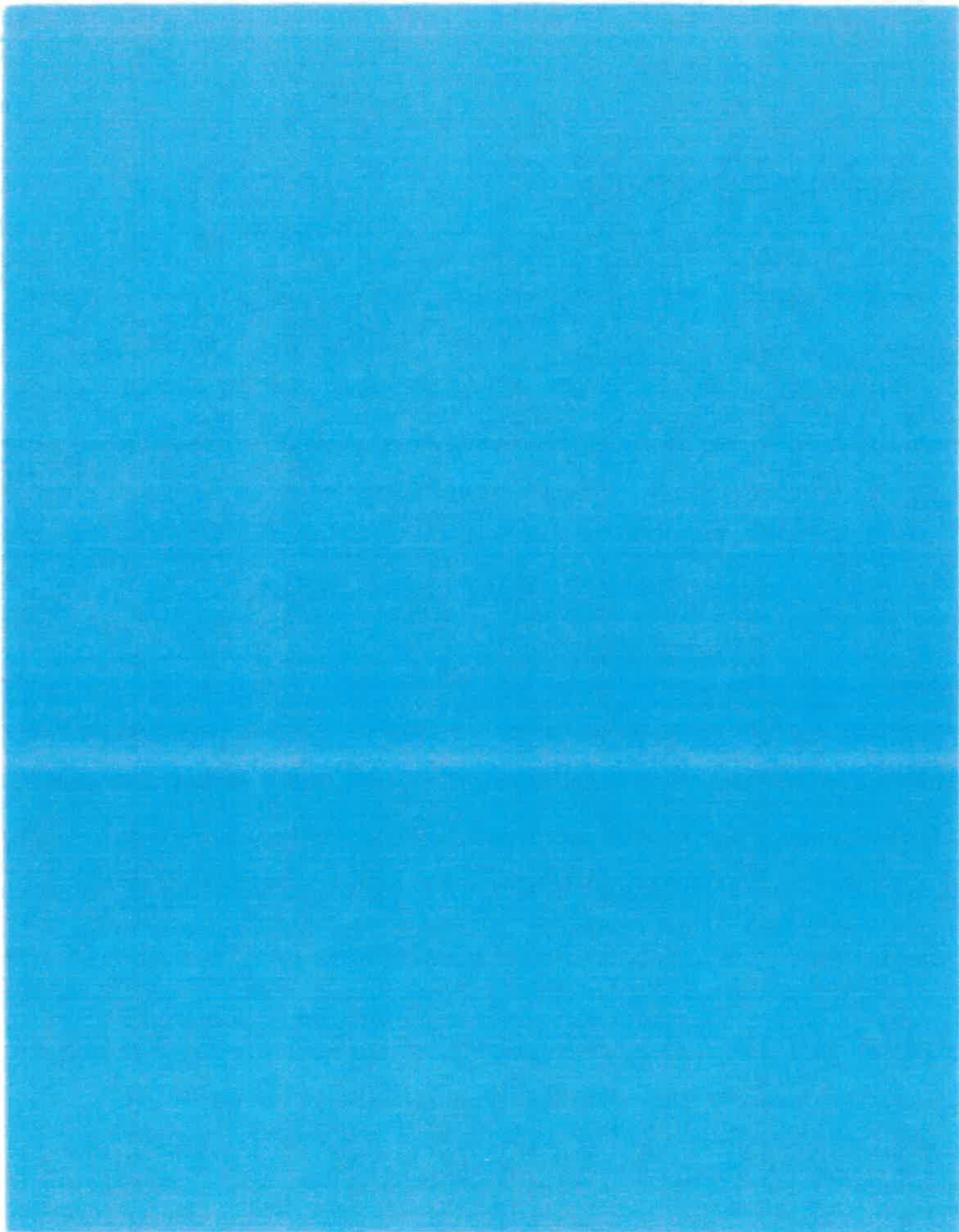
ITEM NO.	DESCRIPTION	ELEVATION
1	ANTENNA MOUNTING POINT	107.5
2	ANTENNA MOUNTING POINT	107.5
3	ANTENNA MOUNTING POINT	107.5
4	ANTENNA MOUNTING POINT	107.5
5	ANTENNA MOUNTING POINT	107.5
6	ANTENNA MOUNTING POINT	107.5
7	ANTENNA MOUNTING POINT	107.5
8	ANTENNA MOUNTING POINT	107.5
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15	ANTENNA MOUNTING POINT	107.5
16	ANTENNA MOUNTING POINT	107.5
17	ANTENNA MOUNTING POINT	107.5
18	ANTENNA MOUNTING POINT	107.5
19	ANTENNA MOUNTING POINT	107.5
20	ANTENNA MOUNTING POINT	107.5

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	REVISIONS	DATE
1	ANTENNA MOUNTING POINT	4	POINTS		
2	ANTENNA MOUNTING POINT	4	POINTS		
3	ANTENNA MOUNTING POINT	4	POINTS		
4	ANTENNA MOUNTING POINT	4	POINTS		
5	ANTENNA MOUNTING POINT	4	POINTS		
6	ANTENNA MOUNTING POINT	4	POINTS		
7	ANTENNA MOUNTING POINT	4	POINTS		
8	ANTENNA MOUNTING POINT	4	POINTS		
9	ANTENNA MOUNTING POINT	4	POINTS		
10	ANTENNA MOUNTING POINT	4	POINTS		
11	ANTENNA MOUNTING POINT	4	POINTS		
12	ANTENNA MOUNTING POINT	4	POINTS		
13	ANTENNA MOUNTING POINT	4	POINTS		
14	ANTENNA MOUNTING POINT	4	POINTS		
15	ANTENNA MOUNTING POINT	4	POINTS		
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17	ANTENNA MOUNTING POINT	4	POINTS		
18	ANTENNA MOUNTING POINT	4	POINTS		
19	ANTENNA MOUNTING POINT	4	POINTS		
20	ANTENNA MOUNTING POINT	4	POINTS		

x cingular
 WIRELESS
 WIRELESS SERVICE CENTER

MISSION OAKS PARK
 SITE NO. SNBRCAT004
 5001 MISSION OAKS BLVD
 CARROLLA, CA 90112

URS
 1975 CALIFORNIA STREET, SUITE 100
 SAN JOSE, CA 95128
 TEL: 415-964-2000
 FAX: 415-964-2001



eRecorded by CSC/ingen

Recording Requested BY:

Old Republic Title Company
530 S. Main St., Suite 1031
Akron, Ohio 44311

And When Recorded Mail To:

Old Republic Title Company
Attn: Post Closing
530 S. Main St., Suite 1031
Akron, Ohio 44311

20150925-00143594-0 1/7
Ventura County Clerk and Recorder
MARK A. LUNN
09/25/2015 09:01:10 AM
987567 \$42.00 VA

Electronically Recorded in Official Records,
County of Ventura

Memorandum of Master Prepaid Lease and Management Agreement

Old Republic Escrow No.: 13050177
Crown Castle BUN #: 828880

APN: 171-0-250-045

Crown Castle is claiming an exemption from the transfer tax because of the entire term of the lease is less than 35 years [Thrifty Corp. v. County of Los Angeles, 210 Cal. App. 3d 881, (1989)]

This cover letter of to clarify section one and three of the memorandum. The Date of December 31ST, 2049 is the date of the bulk acquisition. This is the date of the last lease of over 7000 leases in the portfolio. The Memorandum makes reference of the underlying dated March 4, 2009. The actual expiration date for the underlying lease April 30, 2029, which is only 20 years, making this exempt.

Documentary Transfer Tax \$	0 less than 35 yr
_____ Computed on full value of property	
_____ Computed on full value less liens and encumbrances remaining at time of sale	
_____ Computed on full value of lease surpassing the 35 year term limit	
_____ Computed on leased area of the property	
Signature of Declarant or agent - Firm Name	

Recording Requested by :

And When Recorded Mail to:

Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: _____

This space reserved for Recorder's use only

MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT

THIS MEMORANDUM (this "Memorandum") is made this 26 day of December, 2014, by and between **T-MOBILE WEST LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Pleasant Valley Recreation and Park District, a body corporate and politic, and Omnipoint Communications, Inc. a subsidiary of T-Mobile USA, Inc., a Delaware corporation ("Original T-Mobile Tenant") entered into that certain Revocable Communications Site License Agreement dated March 4, 2009, for certain real property as described on Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and

BL# 828880; VY836 Mission Oaks Park
20469618 v1

conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded as Instrument Number 20130909001551900 in the aforesaid recording office.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

T-MOBILE WEST LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its: **Attorney in Fact**

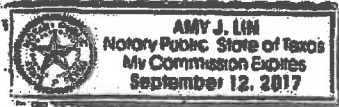
By: *[Signature]*
Name: Lisa A. Sedgwick
Its: RET Manager

State of Texas

County of Harris

Before me, Amy Lin, a Notary Public, on this day personally appeared Lisa Sedgwick, RET Manager of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE WEST TOWER LLC, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of December, 2014.



(Personalized Seal)

[Signature]

Notary Public's Signature

CROWN: Lessee

CCTMO LLC,
a Delaware limited liability company

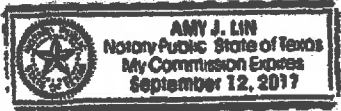
By:  (SEAL)
Name: Lisa A. Sedgewick
Its: RET Manager

State of Texas

County of Harris

Before me, Amy Lin, a Notary Public, on this day personally appeared Lisa Sedgewick, RET Manager of CCTMO LLC, a Delaware limited liability company, known to me (or proved to me on the oath of or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of December, 2014.



(Personalized Seal)



Notary Public's Signature

EXHIBIT "A"

**A PORTION OF THE FOLLOWING DESCRIBED REAL PROPERTY, TOGETHER WITH
INGRESS, EGRESS AND UTILITY THERETO:**

**THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF VENTURA, CITY OF CAMARILLO, AND IS DESCRIBED AS FOLLOWS:**

**THOSE PORTIONS OF LOTS 61, 64 AND 66 OF RANCHO CALLEGUES, IN THE CITY
OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON MAP
RECORDED IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OR SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:**

**BEGINNING AT A POINT IN THE NORTHEASTERLY PROLONGATION OF THE CENTER
LINE OF MISSION OAKS BOULEVARD AS SAID BOULEVARD IS SHOWN ON THE MAP
OF TRACT NO. 2189, IN SAID CITY, COUNTY AND STATE, FILED IN BOOK 61,
PAGES 37 TO 43 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY, BEING DISTANT ALONG SAID
PROLONGATION N. 66°16' 24" E. 504.39 FEET FROM THE NORTHEASTERLY
TERMINUS OF THAT CERTAIN COURSE IN SAID CENTER LINE AS SHOWN ON SAID
MAP OF TRACT NO. 2189 AS HAVING A BEARING AND DISTANCE OF "N. 66° 16'
24" E. 1363.97 FEET"; THENCE CONTINUING ALONG SAID PROLONGATION,**

**1ST: N. 66° 16' 24" E. 385.10 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE NORTHERLY HAVING A RADIUS OF 1000 FEET; THENCE NORTHEASTERLY
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF**

2ND: 20° 24' 32" AN ARC DISTANCE OF 356.20 FEET; THENCE

3RD: N. 44° 08' 08" W. 485.59 FEET; THENCE

4TH: N. 13° 29' 02" W. 217.43 FEET; THENCE

5TH; S. 76° 30' 58" W. 461.83 FEET; THENCE

6TH: S. 4° 43' 27" W. 178.51 FEET; THENCE

7TH: S. 18° 11' 40" E. 660.09 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF BEING A STRIP OF LAND 47 FEET WIDE, TO BE KNOWN AS MISSION OAKS BOULEVARD, THE SOUTHEASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY PROLONGATION OF THE CENTER LINE OF MISSION OAKS BOULEVARD AS SAID BOULEVARD IS SHOWN ON THE MAP OF TRACT NO. 2189, IN SAID CITY, COUNTY AND STATE, FILED IN BOOK 61, PAGES 37 TO 43 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DISTANT ALONG SAID PROLONGATION N. 66° 16' 24" E. 504.39 FEET FROM THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID CENTER LINE AS SHOWN ON SAID MAP OF TRACT NO. 2189 AS HAVING A BEARING AND DISTANCE OF "N. 66° 16' 24" E. 1363.97 FEET"; THENCE CONTINUING ALONG SAID PROLONGATION,

1ST: N. 66° 16' 24" E. 385.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1000 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

2ND: 20° 24' 32" AN ARC DISTANCE OF 356.20 FEET.

PARCEL B:

PARCEL 3 OF PARCEL MAP LD 166 IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP THEREOF FILED IN BOK 34, PAGE 39 AND 40 OF PARCEL MAPS.

TAX ID NO: 171-0-250-045

ORIGIN DEXIA (216) 566-9415
JAMES R. CHAPMAN
THOMPSON HINE LLP
3900 KEY CENTER
127 PUBLIC SQUARE
CLEVELAND OH 44114
UNITED STATES

SHIP DATE: 13DEC19
ACTWGHT: 1.00 LB
QAD: 163119478/NET4160
BILL SENDER

TO PLEASANT VALLEY RECREATION AND PARK

1605 EAST BURNLY ST.

CAMARILLO CA 93010

(216) 566-9415 REF: 0998760220
IN/ PC 45899 DEPT: 10



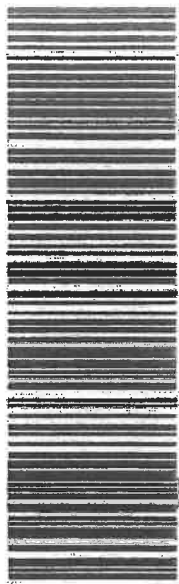
567J218DD05A2

TRK# 7772 3535 6012
0201

MON - 16 DEC 10:30A
PRIORITY OVERNIGHT

XHOXRA

CAJIS 93010
BUR



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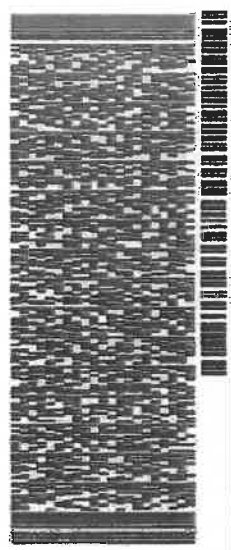
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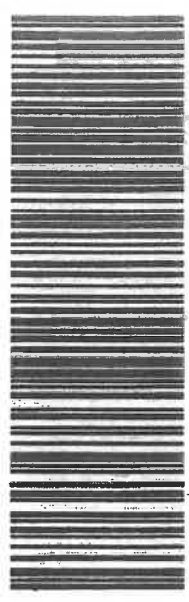


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**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

**SUBJECT: ADOPTION OF RESOLUTION NO. 659 AMENDING THE
BYLAWS FOR THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT BOARD**

SUMMARY

This action will increase the total monthly amount allowed to be paid to each board member for their service.

BACKGROUND

The Board approved Ordinance No. 10 in October 2019, which raised the total amount of compensation directors could receive per meeting to \$105. Resolution No. 583, adopted in January 2018, still limits the total amount each Director can receive per month to \$500.

ANALYSIS

Resolution No. 583 is the current governing document regarding the Board of Directors' ethics and sexual harassment training obligations, per diem procedures, and compensation limits. When Ordinance No. 10 was passed, it amended Resolution No. 583, raising the per meeting compensation rate to \$105 per meeting. However, Ordinance No. 10 did not amend the maximum per month compensation limit of \$500. This causes a conflict for instances in which a Director has attended five meetings within one month. Their total compensation at the established rate should be \$525, however, Resolution No. 583 limits that total to \$500.

No further changes to Resolution No. 583 are necessary at this time. However, this action does provide the District with an opportunity to restate the entire resolution with the amended language from Ordinance No. 10.

FISCAL IMPACT

The proposed resolution would increase the Board Member compensation limit to \$525 per calendar month. Sufficient funds are available in the General Operating Fund Account to accommodate this change.

RECOMMENDED ACTION

It is recommended the Board review and approve Resolution No. 659, Setting Compensation for Days of Service by Board Members, Reimbursement of Board Member Expenses, Providing for Ethics Training and Related Matters.

ATTACHMENTS

- 1) Ordinance No. 10 (2 pages)
- 2) Resolution No. 583 (4 pages)
- 3) Resolution No. 659 (4 pages)

ORDINANCE NO. 10

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING BOARD MEMBER COMPENSATION

WHEREAS, on January 3, 2018 the Board adopted Resolution No. 583 pursuant to Public Resources Code 5784.15 setting the compensation of Board Members; and

WHEREAS, the compensation for Directors for each day's attendance at meetings of the Board or for each day's service rendered as a Director by request of the Board is \$100 under Resolution No. 583; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on September 15, 2019.

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

SECTION 1. – The recitals above are true and correct and incorporated herein by reference.

SECTION 2. – Permitted Compensation

- A. The first sentence of Section 1 of Resolution No. 583 is revised to increase the amount of compensation for each Director for each day's attendance at meetings of the Board or for each day's service rendered as a Director by request of the Board to \$105.00.
- B. Directors may not receive compensation for services rendered for more than a total of 5 days in any calendar month per the Public Resources Code Section 5784.15.
- C. In addition to daily compensation authorized in subsection A, the Board authorizes the reimbursement of any actual costs, per Resolution No. 583, incurred by a Director when rendering services as a Director by request of the Board.

SECTION 3. – Future Adjustments to Compensation. Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

SECTION 4. – This Ordinance will become effective 60 days from the date of adoption.

SECTION 5. – Except as expressly provided for in Section 1(A) above, all other provisions of Resolution No. 583 shall remain in full force and effect.

SECTION 6. - The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

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

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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

ATTESTED:

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

RESOLUTION NO. 583

RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING COMPENSATION FOR DAYS OF SERVICE BY BOARD MEMBERS, REIMBURSEMENT OF BOARD MEMBER EXPENSES, PROVIDING FOR ETHICS TRAINING AND RELATED MATTERS

WHEREAS, California Public Resources Code Section 5784.15 provides that each member ("Director") of the Board of Directors ("Board") may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set forth by law; and

WHEREAS, AB 1234 (Chapter 700, Statutes of 2005) added and amended certain statutory requirements, which among other things govern the receipt of per diem and expense reimbursement by Directors; and

WHEREAS, this resolution is intended to set forth the District's policy and procedures for compensation and reimbursement of expenses of Directors, to ensure compliance with Public Resources Code Section 5784.15 and AB 1234.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. PER DIEM COMPENSATION/DAY OF SERVICE: Pursuant to Public Resources Code section 5784.15, each Director shall receive compensation from the District in an amount not to exceed one hundred dollars (\$100) per day, for the following:

- (A) Attendance by a Director at any Board meeting including, but not limited to, regular board meetings, special meetings, closed sessions, emergency meetings, Board field trips, district public hearings, or meetings of a committee of the Board.
- (B) Attendance at conferences, organized educational activities, or meetings when the Board hereby determines that such attendance has significant and meaningful link to purpose, policies and interests of the district and is therefore beneficial to the District such as events sponsored by:

- I. California Special Districts Association (CSDA)

- II. California Association of Recreation and Park Districts (CARPD)
- III. Santa Monica Mountains Conservancy
- IV. Ventura County Special Districts Association
- V. LAFCO
- VI. Designated by Board Chair

- (C) Attendance at meetings providing ethics training in accordance with Government Code section 53232.1(a)(3).
- (D) Attendance at meetings providing Sexual Harassment Prevention Training and Education in accordance with Government Code section 53237.1, which the Board deems to be part of the official duties of a Director.

A member of the Board of Directors may waive the compensation which must be designated prior to attendance.

The maximum compensation for each Director in any calendar month shall be five hundred dollars (\$500), *exclusive of expenses*. Directors may receive their actual and necessary traveling and incidental expenses incurred while on official business in accordance with Section 2 below.

2. REIMBURSEMENT OF EXPENSES:

- (A) Each Director shall be entitled to reimbursement of actual and necessary expenses incurred in the performance of official duties. Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. In accordance with Government Code section 53232.2, the District shall use the Internal Revenue Service (IRS) rates for reimbursement of such expenses as established in Publication 463 or any successor publication thereto.
- (B) If the lodging expenses are in connection with a conference or organized educational activity, conducted in compliance with subdivision of Section 54952.2, including but not limited to, ethics training, required by Article 2.4 (commencing with Section 53234), or as otherwise approved by the Board in accordance with Section 1, the costs shall not exceed the maximum group rate published by the conference or activity sponsor,

provided that lodging at the group rate is available to the board member at the time of booking. If the group rate is not available, the Director shall use comparable lodging that is consistent with the requirements of this policy. Each Director shall use government rates and group rates offered by a provider of transportation and lodging for travel and lodging when available.

- (C) All expenses that do not fall within this policy or the IRS reimbursable rates shall be subject to approval by the Board of Directors, in a public meeting, before the expense is incurred. Any such expenses not approved by the Board of Directors prior to being incurred will not be eligible for reimbursement.

I. The following expenses will not be reimbursed:

1. Alcoholic beverages
2. Parking or traffic violations
3. In-room movies
4. Laundry services
5. Entertainment
6. Expenses incurred on behalf of a spouse, dependent or traveling companion.

- (D) If a Board member chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved, then the Board member may do so at his or her own expense.

3. EXPENSE REPORTS:

- (A) Each Director shall submit expense reports within thirty (30) days after attendance at a meeting, conference, or event at which authorized or pre-approved reimbursement expenses were incurred; a Director shall submit a signed expense reimbursement request on a form approved by the District, together with valid receipts documenting each expense. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).
- (B) The Board secretary shall produce and distribute a quarterly report containing the expense reimbursements of the Directors. The report shall be presented to the Board on a quarterly basis.

4. **BOARD MEMBER REPORTS:** All Board members, either verbal or in writing, shall briefly report on meetings attended at District expense at the next regular scheduled Board meeting following the meeting for which the reimbursement is received.

5. **ETHICS TRAINING:** In accordance with Government Code section 53234, Directors and any designated employees shall receive at least two (2) hours of training in general ethics principals and ethics laws relevant to his or her public service every two (2) years. Certificates of completion of ethics training shall be maintained by the District for at least five (5) years.

6. **SEXUAL HARASSMENT PREVENTION TRAINING AND EDUCATION:** In accordance with Government Code section 53237.1, Directors and any designated employees shall receive at least two (2) hours of training in Sexual Harassment Prevention Training and Education within the first six months of taking office or commencing employment, and every two (2) years thereafter. Certificates of completion of this training shall be maintained by the District for at least five (5) years.

7. **EFFECTIVE DATE:** These Board Bylaws and Rules of Procedure shall take effect immediately and shall supersede Resolution No. 394 previously-adopted Board reimbursement of expenses, providing for ethics training and related matters.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of January, 2018, by the following vote:

AYES: Directors Magner, Dixon, Mishler, Kelley, Malloy

NAYS: _____


ABSENT: _____



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

(SEAL)

ATTEST:



Elaine Magner, Secretary, Board of Directors

PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESOLUTION NO. 659

RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING COMPENSATION FOR DAYS OF SERVICE BY BOARD MEMBERS, REIMBURSEMENT OF BOARD MEMBER EXPENSES, PROVIDING FOR ETHICS TRAINING AND RELATED MATTERS

WHEREAS, California Public Resources Code Section 5784.15 provides that each member ("Director") of the Board of Directors ("Board") may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set forth by law; and

WHEREAS, AB 1234 (Chapter 700, Statutes of 2005) added and amended certain statutory requirements, which among other things govern the receipt of per diem and expense reimbursement by Directors; and

WHEREAS, this resolution is intended to set forth the District's policy and procedures for compensation and reimbursement of expenses of Directors, to ensure compliance with Public Resources Code Section 5784.15 and AB 1234; and

WHEREAS, the District Board establishes and sets compensation rates and limits in accordance with Public Resources Code Section 5784.15 via District Ordinance.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. PER DIEM COMPENSATION/DAY OF SERVICE: Pursuant to Public Resources Code section 5784.15, each Director shall receive compensation from the District in an amount not to exceed the amount specified in the latest District Board Compensation Ordinance:

- (A) Attendance by a Director at any Board meeting including, but not limited to, regular board meetings, special meetings, closed sessions, emergency meetings, Board field trips, district public hearings, or meetings of a committee of the Board.
- (B) Attendance at conferences, organized educational activities, or meetings when the Board hereby determines that such attendance has a significant and meaningful link to purpose, policies and interests of the District and is therefore beneficial to the District such as events sponsored by:
 - I. California Special Districts Association (CSDA)
 - II. California Association of Recreation and Park Districts (CARPD)
 - III. Santa Monica Mountains Conservancy

IV. Ventura County Special Districts Association

V. LAFCO

VI. Designated by Board Chair

- (C) Attendance at meetings providing ethics training in accordance with Government Code section 53232.1(a)(3).
- (D) Attendance at meetings providing Sexual Harassment Prevention Training and Education in accordance with Government Code section 53237.1, which the Board deems to be part of the official duties of a Director.

A member of the Board of Directors may waive the compensation which must be designated prior to attendance.

The maximum compensation for each Director in any calendar month shall not exceed the current per meeting compensation rate when multiplied by five meetings or activities, *exclusive of expenses*. Directors may receive their actual and necessary traveling and incidental expenses incurred while on official business in accordance with Section 2 below.

2. REIMBURSEMENT OF EXPENSES:

- (A) Each Director shall be entitled to reimbursement of actual and necessary expenses incurred in the performance of official duties. Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. In accordance with Government Code section 53232.2, the District shall use the Internal Revenue Service (IRS) rates for reimbursement of such expenses as established in Publication 463 or any successor publication thereto.
- (B) If the lodging expenses are in connection with a conference or organized educational activity, conducted in compliance with subdivision of Section 54952.2, including but not limited to, ethics training, required by Article 2.4 (commencing with Section 53234), or as otherwise approved by the Board in accordance with Section 1, the costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the board member at the time of booking. If the group rate is not available, the Director shall use comparable lodging that is consistent with the requirements of this policy. Each Director shall use government rates and group rates offered by a provider of transportation and lodging for travel and lodging when available.
- (C) All expenses that do not fall within this policy or the IRS reimbursable rates shall be subject to approval by the Board of Directors, in a public meeting, before the expense is incurred. Any such expenses not approved by the Board of Directors prior to being incurred will not be eligible for reimbursement.

I. The following expenses will not be reimbursed:

1. Alcoholic beverages
2. Parking or traffic violations
3. In-room movies
4. Laundry services
5. Entertainment
6. Expenses incurred on behalf of a spouse, dependent or traveling companion.

(D) If a Board member chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved, then the Board member may do so at his or her own expense.

3. EXPENSE REPORTS:

(A) Each Director shall submit expense reports within thirty (30) days after attendance at a meeting, conference, or event at which authorized or pre-approved reimbursement expenses were incurred; a Director shall submit a signed expense reimbursement request on a form approved by the District, together with valid receipts documenting each expense. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).

(B) The Board secretary shall produce and distribute a quarterly report containing the expense reimbursements of the Directors. The report shall be presented to the Board on a quarterly basis.

4. BOARD MEMBER REPORTS: All Board members, either verbally or in writing, shall briefly report on meetings attended at District expense at the next regular scheduled Board meeting following the meeting for which the reimbursement is received.

5. ETHICS TRAINING: In accordance with Government Code section 53234, Directors and any designated employees shall receive at least two (2) hours of training in general ethics principals and ethics laws relevant to his or her public service every two (2) years. Certificates of completion of ethics training shall be maintained by the District for at least five (5) years.

6. SEXUAL HARASSMENT PREVENTION TRAINING AND EDUCATION: In accordance with Government Code section 53237.1, Directors and any designated employees shall receive at least two (2) hours of training in Sexual Harassment Prevention Training and Education within the first six months of taking office or commencing employment, and every two (2) years thereafter. Certificates of completion of this training shall be maintained by the District for at least five (5) years.

7. EFFECTIVE DATE: This Resolution shall take effect immediately and shall supersede Resolution No. 583 previously adopted Board reimbursement of expenses, providing for ethics training and related matters.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this Second day of September 2020, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Elaine Magner, Chair, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

(SEAL)
ATTEST:

Mike Mishler, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
WITHERS AND SANDGREN, LTD. FOR THE
CREATION OF CONSTRUCTION DOCUMENTS
ENABLING THE PHASED COMPLETION OF THE
ARNEILL RANCH PARK RENOVATION PROJECT**

SUMMARY

The Pleasant Valley Recreation and Park District developed a community driven design plan for the renovation of Arneill Ranch Park in August 2019. A state grant was sought to fund the implementation of this design however, the project was not awarded any State funding. Now District staff is seeking to contract Withers & Sandgren Ltd., the same firm that developed the renovation design, to create a phased construction plan to begin the renovation process.

BACKGROUND

Arneill Ranch Park was developed in 1980 as a five-acre park. It is home to fitness stations, an age 3 to 12 play structure, restroom, uncovered picnic tables, and the city's only non-school running/walking track open to the public. This park sits between Arneill Drive and Sweetwater Ave and has twenty-four available parking spaces. The park serves as the District's "fitness-focused" park and is one of the District's most passively used parks. Arneill Ranch Park provides space for practices, dog walking, recreational walking, picnic rentals, and District programming.

During the January 2019 District Board meeting, staff was directed to pursue options for the redesign of Arneill Ranch Park considering its continued maintenance issues regarding the restroom, track, and irrigation system. District staff recognized that the renovation of Arneill Ranch Park would address a top need of the District, as defined in the 2018 Senior and Community Recreation Center Facility Needs Assessment. Accordingly, staff broached the topic of pursuing Proposition 68 grant funding for the renovation of qualifying District parks. It has been determined that the Park site is eligible for grant funding from the Statewide Park Program ("SPP"), a grant program funded by the passage of Proposition 68 in June 2018.

On April 15, the District Board approved a Request for Proposals for Architectural Design Services which would develop a renovation plan in accordance with the guidelines set out within the Statewide Park Program (SPP). On May 1, 2019, Withers and Sandgren Ltd. were selected to create a park design to be submitted to the SPP. That process was completed and in August 2019 the grant application was submitted. Although the design met all the requirements of the program, the project was not selected for funding by the Office of Grants and Local Services. However, due to the pressing need for renovation, staff is now presenting a portion of the project to be funded using Quimby fees, so that the District can implement the project as designed in a phased process.

ANALYSIS

Quimby

Arneill Ranch Park is a fixture within the PVRPD system. It is one of the District's most heavily used parks, is centrally located within the City of Camarillo, and offers a unique wide range of amenities not found in any other park within the District. Due to this unique mix, District staff does consider the Park as a Community Park, rather than a pure neighborhood park as its size would typically suggest. This distinction is an important one, as staff is recommending that Quimby fees from the Teso Robles development (RPD-194) be used to fund the phased renovation of this park. To bolster this distinction, staff has determined through research into previous reservations, the heavy usage of the park by organized groups/professional trainers, and the observed passive usage of the park by individuals from all over the City, that it is indeed a City-wide resource.

2016	2017	2018	2019
304 permits	210 permits	117 permits	83 permits

Focusing on calendar year 2019, the District recorded 83 reservations at the park, which included reservations from the Special Olympics, District youth programming, Monka Soccer Academy, and various personal trainers. The nature of these reservations follows the nature of the park as a "fitness" oriented park with a great deal of open space. Additionally, these reservations show involvement from groups that boast membership/attendance from across the city.

This distinction is important as it serves as the base justification for funding the project with Quimby fees. The park is home to the District's and city's only free public track which is also combined with a variety of fitness equipment, a restroom, play structure, parking, and a 40-person picnic area. This combination of amenities is not offered at any other park in the District and as a result, provides an attractive destination for residents of the entire city. The Quimby Act (GOV §66477) establishes that funds are to be used "only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision." Due to the unique nature of the amenities and the data from the District's Recreation Management System, staff believes it is clear that this park and the planned improvements will serve the residents of this subdivision.

Contract

As stated above, Arneill Ranch Park was developed in 1980 and is home to the District's only track. The park has not been substantially updated since that time. Due to this fact, the track has developed severe drainage issues and the irrigation system is extremely outdated. To address this, the District previously contracted with Withers and Sandgren Ltd. to perform a community-driven park "redesign" process. The neighborhood immediately surrounding the park participated heavily in the process and through their involvement, a comprehensive concept plan was created. This concept plan includes a wide variety of new landscape features, recreational features, and modernized infrastructure. While the initial estimate for the construction of the park came in at over \$4 million (a quote inflated by 28% due to a grant application requirement), the District budget \$750,000 to initiate the project and begin a phased development approach.

This contract includes the specific work necessary to create construction documentation relating to the rough grading, irrigation, lighting, equipment layout, and track redevelopment within the District's financial restrictions. The goal of this initial phase is to provide a baseline and complete work which precludes the redevelopment of the rest of the park. Without these initial items being completed, the rest of the park design cannot be constructed.

Staff is proposing that due to their familiarity with the project site and design, Withers and Sandgren Ltd. be contracted to provide the construction documentation for the initial phase of this project. Performance of the actual demolition and construction of this phase is expected to be performed by both District staff, contractors, and architect Jay Bain with Withers and Sandgren providing overarching supervision and ensuring the project proceeds according to the design.

FISCAL IMPACT

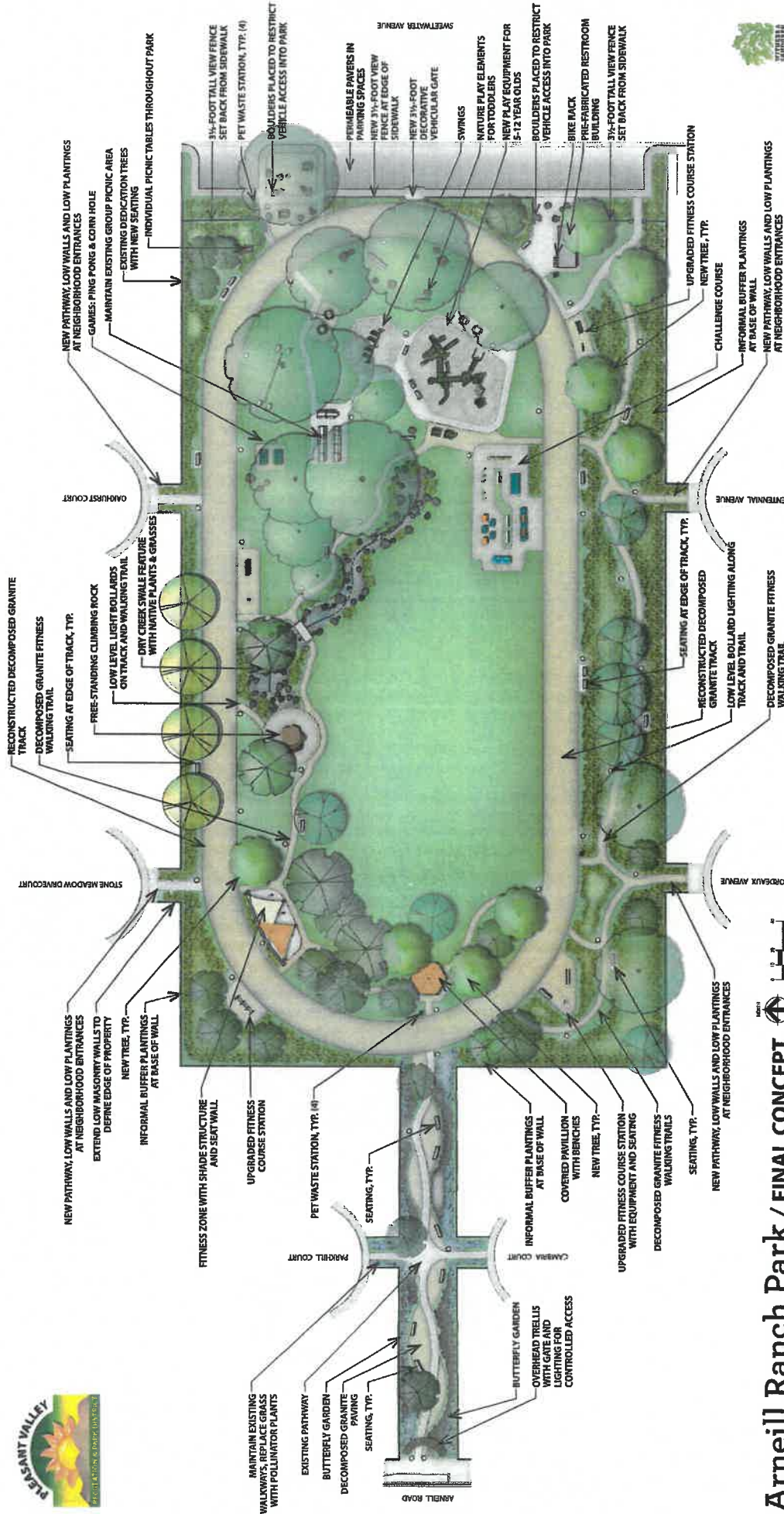
Seven hundred fifty thousand dollars (\$750,000) was budgeted within Fund 30 for the initial portion of this project. If the Board accepts the staff neighborhood determination, then the project will be funded using fees received from the development of the Teso Robles complex (RPD-194). The development of construction documentation for this phase of construction is expected to cost up to \$112,828.00.

RECOMMENDATION

It is recommended that the Board of Directors approve and authorize the General Manager to enter into a professional services agreement with Withers & Sandgren, Ltd. for the planning and creation of construction documents enabling the phased construction of the Arneill Ranch Park Renovation Project.

ATTACHMENTS

- 1) Arneill Ranch Park Renovation Project Final Concept Design (1 page)
- 2) Professional Agreement (14 pages)
- 3) Withers and Sandgren Statement of Work and Fee Estimate (6 pages)



Arneill Ranch Park / FINAL CONCEPT

3.21.17 PM

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
WITHERS AND SANDGREN, LTD.**

This agreement is made and entered into, effective September 3, 2020 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and Withers and Sandgren, Ltd., a California Corporation ("Consultant").

RECITALS

WHEREAS, following the completion of the Arneill Ranch Park Renovation Plan Project, the District desires to contract with Consultant for certain professional Architectural and Planning services necessary for the development of Construction Scope and Construction Documents for the phased implementation of the Arneill Ranch Park Renovation Plan ("Project").

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit "B" and incorporated by reference herein. All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by Architectural and Design professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Proposal, this Agreement, or any reports or documents prepared in connection with this Agreement.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, civil disturbance, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any

purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

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

6. Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws:

Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than

District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed: \$112,828.00

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be Robert Cerasuolo, Parks Services Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials

may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Insurance Requirements. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: Withers & Sandgren, Ltd.
Attn: Lacey Withers
20948 Tulsa St.
Chatsworth, CA 91311

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: Mary Otten
1605 E. Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Consultant agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

25. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

CONSULTANT:
Withers & Sandgren, Ltd., a California
Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

**PLEASANT VALLEY RECREATION & PARK DISTRICT
INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"

SCOPE OF WORK

**SEE ATTACHED CONSULTANT SCOPE OF WORK FOR DESIGN AND
CONSTRUCTION DOCUMENT SERVICES**

DRAFT

EXHIBIT "C"

COMPENSATION

SEE ATTACHED CONSULTANT FEE ESTIMATE AND SCHEDULE

DRAFT

**Arneill Ranch Park Renovation Phase 1
Pleasant Valley Recreation and Park District**

**CONSULTANT SCOPE OF WORK
FOR
DESIGN AND CONSTRUCTION DOCUMENT SERVICES**

Prepared by:
Withers & Sandgren, Ltd.
20948 Tulsa St.
Chatsworth, CA
91311

August 21, 2020

Arneill Ranch Park September 2020

A. INTRODUCTION

The Pleasant Valley Recreation and Park District intends to phase in the renovation and construction of the park design developed through the Arneill Ranch Park Renovation Project completed in August 2019.

B. LOCATION

The Park is located at 1301 Sweetwater Ave, Camarillo, CA 93010.



C. PROJECT DESCRIPTION

The park design created by the Arneill Ranch Park Renovation Project is serving as the overall Master Plan for this project. It is the intention of the District to phase the construction of this design in, which necessitates the creation of specific construction documents which enable the completion of necessary initial steps prior to the complete overhaul of the park. Specifically, this phase is to include the development of documents regarding the renovation of the irrigation system and infrastructure needs, potential redevelopment of the track surface, rough grading, landscape redevelopment, neighborhood access improvements, and possibly the installation of a new recreational feature. This phase is meant to provide the essential pieces necessary prior to the

completion of the remaining portions of the design. The design team is expected to present development options based on the available budget to allow the District team to prioritize this first phase of park renovation.

D. CONSULTANT SERVICES SCOPE OF WORK

The consultant services scope of work contains milestones, tasks and deliverables to be completed by the consultant team for the project described above.

MILESTONE 1 – Design Scope Establishment

It is understood that determining the actual Phase 1 scope of work is a dynamic situation that cannot be finalized until the Project Team and District determine what their priorities for the park are that best fit within the existing proposed budget of \$750,000. Withers & Sandgren, working with the consultant team will present various options and combinations of renovations with costs so as to determine the Phase 1 improvements. Withers & Sandgren will prepare a list of items deemed necessary to be completed prior to further phases of park redevelopment. This list will be drawn from the previous Design completed in August 2019.

Consultant Deliverables – Lists and costs of Phase 1 scope of work options and priorities

MILESTONE 2 – Design Development (30% construction docs)

Once the scope of work has been determined the consultant team will create a color graphic of the park with proposed improvements and begin the production of construction documents. Material selection options will be determined during this phase for site furnishings, hardscape materials, irrigation and plant materials. Utilities and infrastructure improvements will be discussed and determined during this phase. A rough grading and drainage plan for areas determined to be renovated will be prepared. Along with the above stated plans to be submitted at 30%, the team will provide standard design details, a list of materials and suppliers, a specification outline and a rough estimate of costs. A soil management report including 4 soil samples will be provided at this time to meet AB 1881 water conservation and water-use efficiency requirements and to ensure a healthy soil and custom soil amendments for landscape improvements. Two meetings are included within this phase, a District team meeting and a Board meeting if necessary.

Consultant Deliverables – Color graphic of park improvements, Design Development set of drawings (30% set of construction documents)

MILESTONE 3 – Construction Documents

Prepare construction documents, cost estimates and specifications

Withers & Sandgren will prepare construction documents (demolition, grading and drainage, utility, construction, required ADA upgrades, SWPPP and LID planting and irrigation plans, construction details, cost estimates and specifications for the proposed

and approved improvements to be submitted at the 75% and 100% stage. It is also expected that the consultant team will revise the drawings per the Building and Safety review requirements. Permitting is not included in scope but the team is expected to assist with drawing revisions as needed to obtain required approvals. Three meetings are included within this milestone, two District team and one Board meeting as needed. Please note that the irrigation design will incorporate both Phase 1 landscape improvements as well as areas defined for future improvements. Any additional irrigation improvement desired by PVRPD Staff will also be incorporated within the completed irrigation design for Phase 1 construction. The same is not true for anything other than the irrigation design. It is expected that we will likely include a new irrigation design for the entire park with Phase 1 scope, with underground adjustments made for future improvements. It is not expected that lighting will be included in Phase 1 improvements and therefore no Electrical Engineer has been included in this scope.

Consultant Deliverables-

3 plan set submittals, including cost estimates and specifications. Plan sets to be billed against the reimbursable expenses budget.

OPTIONAL SERVICE

MILESTONE 4 – BIDDING SUPPORT AND CONSTRUCTION ADMINISTRATION

The consultant will provide limited construction administration support on an hourly as needed basis per the hourly fee spreadsheet, which includes reviewing submittals, answering RFI's, construction meetings and final inspection and punch lists as requested. This proposal does not include Geotechnical inspections or testing services or Deputy Inspection work.

MILESTONE 5 – ADDITIONAL SERVICES

Geotechnical Evaluation

Not included

Electrical Engineering

Not included

SUBCONSULTANTS

Irrigation Design – Jay Bain, Jordan, Gilbert & Bain

Barbara Hall, B.L. Hall Civil Engineering

FEE ESTIMATE AND RATE SCHEDULE

Withers & Sandgren, Ltd.



ARNEILL RANCH PARK Phase 1 Construction Documents

<i>Proposal 08/21/2020</i>	Land Arch Principal WS	Land Arch Associate WS	Land Arch Draftsperson WS	Civil Engineer Project Eng Barbara Hall	Irrigation Const Principal Jay Bain	Task Subtotal
Billing Rate Per Hour	\$ 150.00	\$ 135.00	\$95.00	\$140.00	\$135.00	
Task 1. Design Scope Establishment						
1.1 Kick-off Meeting w/City	4	4		4	4	\$ 2,240.00
1.2 Refine Scope of Work/Schedule	4				2	\$ 870.00
1.3 Create priority list and phasing schedule w/costs	4		4	4	4	\$ 2,080.00
1.4 Team site visits and site analysis	4	4		4	4	\$ 2,240.00
1.5 Create a phased plan per costs and priorities	4				4	\$ 1,140.00
1.6 Review phase 1 program with City, obtain approvals	4					\$ 600.00
Task Subtotal	\$ 3,600.00	\$ 1,080.00	\$ 380.00	\$ 1,680.00	\$ 2,430.00	\$ 9,170.00
Task 2. Design Development (30% construction docs)						
2.1 Update design for park within budget, create color graphic	8	8	16			\$ 3,800.00
2.2 Obtain preliminary utility information, water pressures			2	4	2	\$ 1,020.00
2.3 Research and determine LID and SWPPP requirements				4	4	\$ 560.00
2.4 Determine material and product selections	4	8	8	4		\$ 3,000.00
2.5 Create plant palette and plant graphic for review	4		8			\$ 1,360.00
2.6 City meetings to determine and refine priorities	4				4	\$ 1,140.00
2.7 Board meeting as needed	4					\$ 600.00
2.8 Develop 30% DD submittal package	8	24	24	24	16	\$ 12,240.00
2.9 Create cost estimate	2	6			6	\$ 1,920.00
2.10 Create specification Table of Contents			4			\$ 380.00
Task Subtotal	\$ 5,100.00	\$ 6,210.00	\$ 5,890.00	\$ 5,040.00	\$ 3,780.00	\$ 26,020.00
Task 3. Construction Documents						
3.1 Preparation of 75% construction documents	16	24	36	24	26	\$ 15,930.00
3.2 Preparation of 75% specifications and costs		8		4	5	\$ 2,315.00
3.3 Preparation of 100% construction documents	8	24	8	24	30	\$ 12,610.00
3.4 Preparation of 100% specifications and costs		8		4	4	\$ 2,180.00
3.5 Submit plans for permit review and revise plans per permitting agency comments	4	8	8	16	4	\$ 5,220.00
3.6 Prepare a project construction phase SWPPP				8		\$ 1,120.00
3.7 Prepare a Low Impact Development Report as needed				44		\$ 6,160.00
3.8 Meetings with City	8			4	4	\$ 2,300.00
3.9 Board meeting as needed	4					\$ 600.00
Task Subtotal	\$ 6,000.00	\$ 9,720.00	\$ 4,940.00	\$ 17,920.00	\$ 9,855.00	\$ 48,435.00
Direct Labor Total	\$ 14,700.00	\$ 17,010.00	\$ 11,210.00	\$ 24,640.00	\$ 16,065.00	\$83,625.00
Sub-consultant 10% mark up				\$ 2,464.00	\$ 1,606.50	\$ 4,070.50
Soil Management Plan (4 soil samples included)						\$ 1,600.00
Reimbursable Expenses- plan submittals and color graphics (3% estimated fee)						\$ 2,508.75
Total Fee for above with Reimbursable Expenses						\$91,804.25
Optional Service						
Task 4. Construction Administration						
4.1 Assist with bidding process		8		4	5	\$ 2,315.00
4.2 Answer RFIs, review submittals and shop drawings		16		8	8	\$ 4,360.00
4.3 Construction meetings	16	24		16	16	\$ 10,040.00
4.4 Final walkthrough and punchlist	6	6		6	6	\$ 3,360.00
Task Subtotal	\$ 3,300.00	\$ 7,290.00	\$ -	\$ 4,760.00	\$ 4,725.00	\$ 20,075.00
Sub-consultant 10% mark up				\$ 476.00	\$ 472.50	\$ 948.50
Total Fee with Reimbursable Expenses						\$21,023.50

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

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

SUBJECT: CONSIDERATION AND ADOPTION OF
RESOLUTION NO. 660, UPDATED DISTRICT
RESERVE POLICY

SUMMARY

As a best practice policies and procedures should be reviewed every three to five years. On April 1, 2015, the Board of Directors last adopted a revised Reserve Policy. Regularly reviewing policies will keep the District up to date with industry best practices. This policy is a living document that will grow and adapt with the District needs and changes. While the core elements of the policy remain the same, the details will reflect changes due to the economic situation and the continued goal for ensured financial stability.

BACKGROUND

On April 1, 2015 staff presented to the Board of Directors a revised Reserve Policy. This policy shows the District is committed to managing the finances in a prudent and responsible method through the adherence to management disciplines to ensure fiscal stability. This stability is demonstrated, in part, through the District's maintenance of a structurally balanced budget in which ongoing expenditures are supported by ongoing revenues. Financial reserves are the District's savings which help to provide adequate funding to meet the District's short-term and long-term goals.

In support of this discipline, the District must also plan for and be prepared to mitigate fluctuations in demand for services as well as changes in revenues influenced by the economy and budgetary decisions made by the District. The District must also be prepared for unforeseen events or economic uncertainties that could result in additional expenditure requirements or loss of revenue by establishing and maintaining prudent levels of reserves.

ANALYSIS

The attached Policy for Financial Reserves (Reserve Policy) is intended to provide clear, concise reasons and guidance for the accumulation and management of the District's reserve funds. This policy will maintain reserve balances in the General Fund to support fiscal health and stability as follows:

Reserve	Prior Annual	Proposed Annual	Prior Maximum	Proposed Maximum
Vehicle	\$10,000	\$15,000	\$65,000	\$80,000
Computer Hardware	\$5,000	\$8,000	\$40,000	\$40,000 (No Change)
Dry Period	Amount to Maintain 5% of Annual Operations Budget	Amount to Maintain 5% of Annual Operations Budget (No Change)	5% Annual Operations Budget	5% Annual Operations Budget (No Change)
Capital Improvement	\$150,000	\$75,000	\$500,000	\$500,000 (No Change)
Repair/Operations Administrative Operations	Maximum of \$500,000 Annually	Maximum of \$500,000 Annually (No Change)	3 Months of Operational Expense	3 Months of Operational Expense (No Change)

The Vehicle Fleet Reserve maximum has been increased to keep up with the cost of inflation for vehicles and to also prepare the District's funds in the event a purchase of large equipment is needed to maintain the District's properties.

Computer Hardware Reserve annual contribution has been increased to help the District reach the maximum goal of \$40,000 in a timelier manner. The computer system is very important to the District's operations and by increasing the annual contribution it would expedite the process of reaching the maximum to ensure the District has the funds available in the event a server crashed or the District experienced costly computer problems.

The Dry Period Reserve has no changes as the requirement is to maintain 5% of the District's annual operating budget. The District has reached year to date \$361,000. To have the 5% set aside for the fiscal year 2020-2021 budget, the District would need \$376,367. Though no funds were placed into the reserve bucket this fiscal year, staff will continue to re-visit that line item in the hopes of reaching and maintain the 5% maximum.

The PVRPD Capital Improvement Reserve was established to set aside funds in the event a CIP (capital improvement project) event/emergency occurred and there were no budgeted funds available to manage the event/emergency.

Repair/Operations & Administrative Operations Reserve had no changes in the annual contribution or the maximum contribution.

The proposed policy identifies reserve and contingency accounts and establishes funding levels that should be maintained. This will ensure that future staff and Boards will have the parameters for the budget process. The policy will comply with certain government codes and will enhance the District's credit rating.

FINANCE COMMITTEE

Finance Committee met on August 19, 2020 and directed staff to take the 2020 Reserve Policy to the September 2, 2020 Board Meeting with the updated changes.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STAFF RECOMMENDATION

It is recommended the Board of Directors review and adopt Resolution No. 660, updating the District's Reserve Policy.

ATTACHMENT

- 1) Reserve Policy – Redline (3 pages)
- 2) Reserve Policy - Clean (3 pages)
- 3) Resolution No. 660 (2 pages)



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board approved ~~April 1, 2015~~ September 2, 2020

The Pleasant Valley Recreation and Park District (the District) shall maintain reserve funds from existing unrestricted funds as designated by the PVRPD Reserve Policy. This policy establishes the procedure and level of reserve funding to achieve the following goals:

- Fund replacement and major repairs for the District's vehicle fleet.
- Fund regular replacement of computer hardware and software for District employees.
- Fund "dry period" to assure funds are available for expenditures incurred from April to December
- Fund capital improvements of District's facilities.
- Maintain minimal operational sustainability in periods of economic uncertainty.

POLICY

Use of District's Reserves is limited to available "Unrestricted" Funds (not obligated by law, contract or agreement), including donations, interest earned, fees for service or other non-grant earnings. All special use funds will be designated by formal action of the PVRPD Board of Directors.

- VEHICLE FLEET RESERVE

Vehicle Fleet Reserves will accumulate from existing unrestricted funds, at a rate up to ~~\$1015,000~~ annually. The maximum amount of Vehicle Fleet Reserves will be ~~\$657580,000~~. When the annual accumulation would increase the reserve beyond ~~\$657580,000~~ only the amount required to reach the maximum will be reserved.

- COMPUTER FLEET/COMPUTER HARDWARE RESERVE

~~Computer Fleet~~Computer Hardware Reserves will accumulate from existing unrestricted funds at a rate up to ~~\$8,000~~ ~~5,000~~ annually. The maximum amount of ~~Computer Fleet~~Computer Hardware Reserves will be \$40,000. When the annual accumulation would increase the Reserve beyond \$40,000 only the amount required to reach the maximum will be reserved.

- DESIGNATED PROJECT/SPECIAL USE RESERVE

~~Designated Project/Special Use Reserves will accumulate from existing unrestricted funds at a rate up to \$10,000 annually. The maximum amount of Designated Project/Special Reserve will be \$50,000. When the annual accumulation would increase the Reserve beyond \$50,000 only the amount required to reach the maximum will be reserved.~~

- DRY PERIOD RESERVE

Dry Period Reserves are funds that would be set aside for the period of April through December when a minimum or no property tax is received from the County of Ventura. During this ~~time~~ ~~time~~ the District sees a drop in revenue while the costs of expenditures outpace the revenue during this ~~period of time~~ ~~period~~. The Dry Period Reserve will have up to a minimum of 5% of the annual operating budget set aside to be used during the months of November and December when the District needs these funds to meet accounts payables and payroll obligations. ~~The maximum amount the Dry Period Reserves will need to cover the November-December time frame is 5%.~~ A Dry Period Reserve amount will be designated each budget workshop (budget permitting) to ensure the funding in the reserve can sustain the District's operating expenses for the months of November and December.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board approved ~~April 1, 2015~~ September 2, 2020

- PVRPD CAPITAL IMPROVEMENTS RESERVE

~~Designated~~ Capital Improvement Fund ~~Reserves is set up to cover non-budgeted capital improvement items and~~ may be used to cover emergency major facility improvements (construction, installation of new doors or windows, replacing doors and windows, roof replacement, HVAC replacement, alarm system improvements and parking lot improvements, etc.). The minimum amount of Capital Improvement Reserves ~~will be at a rate up to~~ should be a minimum of \$150,000. This reserve fund will ~~not~~ have a yearly accumulation of \$75,000 with a maximum of \$500,000 balance. ~~Upon approval of the 2015 2020 Reserve Policy an amount equal to \$150,000 will be deposited into the PVRPD Capital Improvement Reserve Fund. This reserve fund should be maintained at a level no less than \$150,000 annually and will be replenished at the adoption of each annual budget.~~

- PVRPD REPAIR/OPERATIONS & ADMINISTRATIVE OPERATIONS RESERVE

District and Administrative Operations Reserve will accumulate from existing unrestricted funds at a maximum rate up to up to of \$500,000 annually. The minimum amount of District & Administrative Operations Reserve will be based on the total operations expense stated in the current fiscal year budget which equates to 3 months of Operational Expenses. ~~Only the amount required to reach the minimum will be reserved.~~

- TOTAL ALL RESERVE FUNDS

The total amount of Reserves designated annually for the Vehicle Fleet, ~~Computer Fleet Computer Hardware, Designated Project/Special Use Reserve,~~ Capital Improvement Reserve and PVRPD Repair/Operations & Administrative Operation Reserve is up to ~~\$675,000~~ \$1,613,000 annually. The amount set aside for Dry Period Reserves is 5% of the annual operating budget. The cumulative accrual cap of ~~\$2,661,000~~ \$2,877,597 is for all reserve funds including the Dry Period Reserve.

USING RESERVE FUNDS

- Vehicle Fleet Reserve

Vehicle Fleet Reserves will be used exclusively for the non-budgeted purchase ~~of vehicles~~ of vehicles to support District operations, or to make major repairs to existing vehicles.

- Computer Fleet Computer Hardware Reserve

~~Computer Fleet Computer Hardware~~ Reserves will be used to purchase non-budgeted computer hardware and software in support of District operations, with the intent of maintaining a modern computer fleet for employees.

- ~~Designated Project/Special Use Reserve~~

~~Projects, programs or special uses will be identified by the District Manager and/or the Board of Directors and approved by the Board. Uses must further the mission of PVRPD and will be evaluated for designation according to value to communities and/or the District.~~

- Dry Period Reserve



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board approved ~~April 1, 2015~~ September 2, 2020

Funds that are designated to cover the operational costs during the “dry period” between the receipt of property taxes in April and the receipt of the property taxes in December, when expenditures typically far outpace revenues. These funds will be used at the discretion of the Administrative Services Manager and/or General Manager

- Capital Improvement Reserve

Capital Improvements Reserves shall be limited to non-budgeted and/or emergency costs related to making changes to improve capital assets, increase their useful life, or add to the value of these assets.

- District Operations/Repair & Administrative Operations Reserve

Operational Reserves shall be accrued to ensure 3 months of minimal District and administrative functions at a maximum rate up to \$500,000 annually. Reserve funds shall be utilized to support:

- Administrative operational functions, including minimal staffing levels and administrative/office expenses:
- District ~~operations;~~operations.
- District repairs (distinguished from Capital Improvements and-which may include painting, caulking of seams, roof repairs, HVAC repairs, patching of walls, etc.).

MONITORING RESERVE LEVELS

The General Manager, in collaboration with the District’s Administrative Services Manager shall perform a reserve status analysis annually, to be provided to the Board of Directors’ annual approval of Budget and Reserve Funds. Using this reserve policy model, the minimum amount the District will be setting aside based on the fiscal year ~~2014-2015~~2020-2021 budget is .33% of the total operational budget.

Additional information may be provided to the Board of Directors upon the occurrence of the following events:

- When a major change in conditions threatens the reserve levels established within this policy, or calls into question the effectiveness of the policy;
- Upon General Manager and/or Board request



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY Board approved September 2, 2020

The Pleasant Valley Recreation and Park District (the District) shall maintain reserve funds from existing unrestricted funds as designated by the PVRPD Reserve Policy. This policy establishes the procedure and level of reserve funding to achieve the following goals:

- Fund replacement and major repairs for the District's vehicle fleet.
- Fund regular replacement of computer hardware and software for District employees.
- Fund "dry period" to assure funds are available for expenditures incurred from April to December
- Fund capital improvements of District's facilities.
- Maintain minimal operational sustainability in periods of economic uncertainty.

POLICY

Use of District's Reserves is limited to available "Unrestricted" Funds (not obligated by law, contract or agreement), including donations, interest earned, fees for service or other non-grant earnings. All special use funds will be designated by formal action of the PVRPD Board of Directors.

- VEHICLE FLEET RESERVE
Vehicle Fleet Reserves will accumulate from existing unrestricted funds, at a rate up to \$15,000 annually. The maximum amount of Vehicle Fleet Reserves will be \$80,000. When the annual accumulation would increase the reserve beyond \$80,000 only the amount required to reach the maximum will be reserved.
- COMPUTER HARDWARE RESERVE
Computer Hardware Reserves will accumulate from existing unrestricted funds at a rate up to \$8,000 annually. The maximum amount of Computer Hardware Reserves will be \$40,000. When the annual accumulation would increase the Reserve beyond \$40,000 only the amount required to reach the maximum will be reserved.
- DRY PERIOD RESERVE
Dry Period Reserves are funds that would be set aside for the period of April through December when a minimum or no property tax is received from the County of Ventura. During this time the District sees a drop in revenue while the costs of expenditures outpace the revenue during this period. The Dry Period Reserve will have up to a minimum of 5% of the annual operating budget set aside to be used during the months of November and December when the District needs these funds to meet accounts payables and payroll obligations. A Dry Period Reserve amount will be designated each budget workshop (budget permitting) to ensure the funding in the reserve can sustain the District's operating expenses for the months of November and December.
- PVRPD CAPITAL IMPROVEMENTS RESERVE
Capital Improvement Fund Reserve is set up to cover non-budgeted capital improvement items and may be used to cover emergency major facility improvements (construction, installation of new doors or windows, replacing doors and windows, roof replacement, HVAC replacement, alarm system



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board approved September 2, 2020

improvements and parking lot improvements, etc.). The minimum amount of Capital Improvement Reserves should be a minimum of \$500,000. This reserve fund will have a yearly accumulation of \$75,000 with a maximum of \$500,000 balance.

- PVRPD REPAIR/OPERATIONS & ADMINISTRATIVE OPERATIONS RESERVE
District and Administrative Operations Reserve will accumulate from existing unrestricted funds at a maximum up to \$500,000 annually. The minimum amount of District & Administrative Operations Reserve will be based on the total operations expense stated in the current fiscal year budget which equates to 3 months of Operational Expenses.
- TOTAL ALL RESERVE FUNDS
The total amount of Reserves designated annually for the Vehicle Fleet, Computer Hardware, Capital Improvement Reserve and PVRPD Repair/Operations & Administrative Operation Reserve is up to \$1,613,000 annually. The amount set aside for Dry Period Reserves is 5% of the annual operating budget. The cumulative accrual cap of \$2,877,597 is for all reserve funds including the Dry Period Reserve.

USING RESERVE FUNDS

- Vehicle Fleet Reserve
Vehicle Fleet Reserves will be used exclusively for the non-budgeted purchase of vehicles to support District operations, or to make major repairs to existing vehicles.
- Computer Hardware Reserve
Computer Hardware Reserves will be used to purchase non-budgeted computer hardware and software in support of District operations, with the intent of maintaining a modern computer fleet for employees.
- Dry Period Reserve
Funds that are designated to cover the operational costs during the “dry period” between the receipt of property taxes in April and the receipt of the property taxes in December, when expenditures typically far outpace revenues. These funds will be used at the discretion of the Administrative Services Manager and/or General Manager
- Capital Improvement Reserve
Capital Improvements Reserves shall be limited to non-budgeted and/or emergency costs related to making changes to improve capital assets, increase their useful life, or add to the value of these assets
- District Operations/Repair & Administrative Operations Reserve
Operational Reserves shall be accrued to ensure 3 months of minimal District and administrative functions at a maximum up to \$500,000 annually. Reserve funds shall be utilized to support:



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board approved September 2, 2020

- Administrative operational functions, including minimal staffing levels and administrative/office expenses:
- District operations.
- District repairs (distinguished from Capital Improvements which may include painting, caulking of seams, roof repairs, HVAC repairs, patching of walls, etc.).

MONITORING RESERVE LEVELS

The General Manager, in collaboration with the District's Administrative Services Manager shall perform a reserve status analysis annually, to be provided to the Board of Directors' annual approval of Budget and Reserve Funds. Using this reserve policy model, the minimum amount the District will be setting aside based on the fiscal year 2020-2021 budget is .33% of the total operational budget.

Additional information may be provided to the Board of Directors upon the occurrence of the following events:

- When a major change in conditions threatens the reserve levels established within this policy, or calls into question the effectiveness of the policy;
- Upon General Manager and/or Board request

RESOLUTION NO. 660

A RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A FINANCIAL RESERVE POLICY

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public finances; and,

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to ensuring fiscal responsibility and accountability in the expenditure of District funds; and,

WHEREAS, the Pleasant Valley Recreation and Park District previously established goals for accumulating and maintaining specific accounts for the purposes of financial reserves; and

WHEREAS, the District Finance Committee reviewed and made recommendations regarding the specified Reserve Policy for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed "Reserve Policy" attached hereto as Exhibit "A."

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled "Reserve Policy" set forth in Exhibit "A" attached hereto and directs that the policy be indicated as approved on September 2, 2020.

Section 3: Repeal of Prior Resolutions. This Resolution No. 660 supersedes any prior District resolution pertaining to the approval of fiscal reserves and reserve policy, and any such prior resolution is hereby repealed in its entirety.

Section 4. Periodic Review. The Board of Directors directs the General Manager to review the Reserve Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary to keep the District's established reserves at an amount capable of effectively addressing potential fiscal emergencies.

Section 5. Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this second day of September 2020, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Elaine Magner, Board Chair
PLEASANT VALLEY RECREATION AND PARK

DISTRICT
Attested:

Mike Mishler, Secretary
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: September 2, 2020

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
PURCHASE OF A RHEEM 10-TON HIGH EFFICIENCY
GAS HEATING AND AIR CONDITIONING UNIT FOR
THE ADMINISTRATION BUILDING**

SUMMARY

It is recommended the Board approve the purchase of a Rheem 10-Ton 208-230 volts 3phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit for the Administration Building.

BACKGROUND

This Capital Improvement Project was not identified in the FY 2020/2021 Capital Improvement Budget. The Administration Building was remodeled in 1989 and the HVAC system was installed at that time, so the current unit's service life is more than 31 years. Within the past two months staff has called service technicians five times regarding the HVAC system.

There are eighteen (18) HVAC units throughout the Community Center; two (2) units were replaced in 2005, eleven (11) units were replaced in 2006, and two (2) units were replaced in 2010. The District still has three (3) original units from 1989, one of which is not working and up for replacement. As part of next year's Capital Improvement Plan and budgeting process, staff will request to replace the last two (2) original units.

The Administration Building provides a workspace to PVRPD staff members, classes in room #7 and the customer service lobby. The Administration building is most commonly used five days a week, nearly twelve hours each day. The HVAC system runs nearly all day.

ANALYSIS

The HVAC system on the Administration building provides both heat and cooling to the building. Commercial HVAC systems, like all equipment, have a projected service life based on preventive maintenance methods, maintenance levels, and several other key factors. Commercial HVAC systems typically have a service life of 15-25 years. Staff has adhered to the required preventative maintenance schedules as well as replacing and repairing key components, i.e. heating coils, drains, and recharging refrigerant, throughout their lifespan. Staff has continued to experience leaking through the duct work of the system and has attempted to remedy this problem. However, the problem has persisted. Staff met with a contractor to identify the location, cause, and repair of the leak. The contractor discovered the following:

- The heater core has a crack in it and cannot be repaired; currently the heat is disconnected for safety issues

- The cooling fins over the years have fused themselves together, not allowing air to melt the freeze ups thus causing leaks

Staff met with four HVAC Contractors and received 3 quotes back with the prices ranging from \$13,200 - \$14,595.

Quotes

Supplier	Price
AirWorks Solutions	\$13,200
ABC	\$13,440
Climate Services	\$14,595

To address the current needs of the Administration Building, the following items will be addressed:

- Furnish and install a new Rheem 10-Ton 208-230 volts 3phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit
- Labor
- Install new unit on existing roof curb/platform
- Install new service disconnects and fuse, as needed for new roof top package units
- Reconnect existing high voltage wiring up to new roof package units
- Reconnect existing low voltage wiring up to new roof top package units
- Sealing any new penetration, as needed
- Start up and check out
- Remove existing unit from site
- Miscellaneous material: screws, tape, strap, zip ties, etc.
- 5 Year compressor warranty

FISCAL IMPACT

The fiscal impact of this action including parts and labor is \$13,200 plus 10 percent contingency of \$1,320 for a total not to exceed \$14,520. The fiscal year 2020-2021 budget was adopted at the July 2020 board meeting with capital improvement projects equating to \$104,272 for Fund 10 (General Fund). Currently the Capital Improvement Fund has a balance of \$2,475,149. There are adequate funds to support this CIP project and a budget adjustment of \$14,520 would be needed increasing the CIP budget for fiscal year 2020-2021 to \$118,792.

RECOMMENDATION

It is recommended the Board approve:

1. The purchase and installation of a Rheem 10-Ton 208-230 volts 3phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit with AirWorks Solutions
AND
2. A budget adjustment in the amount of \$14,520 to the Capital Budget in Fund 10.

ATTACHMENTS

- 1) Bid Abstract (1 page)

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

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

SUBJECT: ADOPTION OF RESOLUTION NO. 661, UPDATING
THE DISTRICT RECORD RETENTION POLICY AND
RETENTION SCHEDULE

SUMMARY

The intent of this report is to provide the District Board with information regarding updating the Record Retention Schedule that provides staff direction with how to classify and store District Records.

BACKGROUND

Governor Schwarzenegger signed AB 474 in 2004, which authorizes the legislative body of a special district to approve a records retention schedule in compliance with guidelines prepared by the California Secretary of State. The District did a comprehensive review of the District's existing records retention policy in 2008 and adopted Resolution No. 433. In March of 2017, the California Supreme Court came out with information (including emails and texts) located on private devices and in private accounts of public employees and included elected and appointed officials regarding the California Public Records Act (CPRA).

In August of 2017, the Policy Committee reviewed new record storage standards for text messages and emails and altered the policy to reflect the decision from the California Supreme Court. At that time, it was noted that the record retention schedule had not been thoroughly reviewed since 2008. At the direction of the General Manager, staff has reviewed the schedule and determined that the schedule is often vague and largely does not accurately describe the types of records the District holds and has little relevance to the day to day employee understanding of what records were in their possession.

In November 2019, the Policy Committee reviewed and recommended the Board approve the current Record Retention Policy. However, as the existing schedule was exceedingly complex, staff needed further time to address its edits. Staff reviewed the schedule and determined that it was far too specific and thus, prone to falling out of date as District operations changed over time. In July 2020, staff brought an updated schedule to the Policy Committee which is now under consideration by the Board.

ANALYSIS

Upon staff analysis of the current retention schedule, staff found that while there were elements that were relevant to District records, the majority of the records seemed to bear little resemblance to the actual records stored on both the District file server and in hard copy forms. To determine how to review the current policy, staff looked to the State of California State Department and the California Special District Association for guidance. While examining these examples, staff noticed that the District policy was not truly deficient and could simply be expanded with the

CSDA sample policy used as a guide and explicit clarifications regarding the separation of records from non-records. The primary problems with the policy lay with the retention schedule itself. This may have been due to the original writing of the schedule and an inability to properly classify and catalogue the District's records as well as changing District practices during the past ten years.

In November 2019, staff recommended that a full records audit be performed. This is now no longer being recommended by staff due to the potential for disruption to the daily work of the District. In response to this evaluation, District staff developed a modified version of the CSDA recommended retention schedule with emphasis placed on staff evaluation and determination of Record Groups on a rolling basis. Essentially, this means that as records are reviewed, created, or received, their disposition is to be evaluated and then classified within one of the recommended groups. This serves to benefit the District in that it does not require a wholesale reclassification of its records, but a process which places the responsibility for maintaining the District's records upon each employee as they perform their daily duties and responsibilities.

However, it should be noted, that due to the age of certain records and their storage, inventory and appraisal is still needed at this time. Staff is still recommending that this takes place particularly within the Park Maintenance Office and Shop facility due to the current lack of a consistent paper filing system. Included below are some potential actions that would likely occur.

- Inventory
 - o A new inventory of the Park Maintenance Office and Shop facility should be performed to ensure that all records are appropriately accounted for
 - o The District File Server should be reviewed on an annual basis
- Appraisal – Performed generally, but should be focused on records thought to be currently unclassified or have not been recently reviewed
 - o Establish record group
 - o Destroy records discovered duplicates or digitized
 - o Identify records that should be digitized
 - o Identify records with historic and/or research value

To facilitate this process, the District File Server has been organized into “Departments” which mimic the organizational structure of the District. All records that are digitized are stored within the file server and this structure should be diligently maintained to prevent disorganization and unnecessary storage of expired records.

FISCAL IMPACT

There currently is no fiscal impact at this time however, to reduce future District risk exposure, a software-based record management system may need to be considered at some point, particularly if the District sees any major growth. It is imperative however, that any record management system be completely implemented with full staff commitment as an incomplete implementation will fail to reduce risk exposure and further complicate the retention process.

RECOMMENDATION

It is recommended that the Board approve and adopt Resolution No. 661, updating the District Record Retention Policy and Retention Schedule.

ATTACHMENTS

- 1) PVRPD Record Retention Policy (6 pages)
- 2) PVRPD Proposed Record Retention Schedule (2 pages)
- 3) Current Record Retention Schedule (5 pages)
- 4) Resolution No. 661 (2 pages)



**PLEASANT VALLEY
RECREATION & PARK DISTRICT**

RECORDS RETENTION AND DESTRUCTION POLICY
Board Approved September 2, 2020

PURPOSE

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of Pleasant Valley Recreation and Park District ("District") records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

POLICY

- I. Vital and important records, regardless of recording media, are those having legal, financial, operational, or historical value to the District.
- II. The General Manager is authorized by the Board of Directors to interpret and implement this policy, and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records, specified below, after consultation with the General Counsel.
- III. Pursuant to the provisions of Government Code §§60200 through 60203, and the guidelines prepared by the State Controller's office and the Controller's Advisory Committee for Special Districts, the following qualifications will govern the retention and disposal of records of the District.
 - a. Duplicate records, papers and documents may be destroyed at any time without Board authorization, advice of the General Counsel, or copying to photographic or electronic media.
 - b. Originals of records, papers and documents more than two years old that were prepared or received in any manner other than pursuant to State or Federal statute may be destroyed without the necessity of copying to photographic or electronic media except for permanent records, as included in Government Code §60201(d), of the District as defined in this policy.
 - c. In no instances are records, papers or documents to be destroyed where there is a continuing need for such records for such matters as pending litigation, special projects, etc. Further, in no instances are records, papers or documents to be destroyed where they are the subject of any pending request made pursuant to the California Public Records Act (Government Code Chapter 3.5 (commencing with §6250) of Division 7 of Title 1), whether or not the District maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the District provided written notice to the requester that the request has been denied.
 - d. Records, papers or documents which are not expressly required by law to be filed and preserved may be destroyed if all of the following conditions are met:
 - i. The record, paper or document is photographed, micro-photographed, re-produced on film of a type approved for permanent photographic records by the National Bureau of Standards, or copied to an approved electronic media;



PLEASANT VALLEY RECREATION & PARK DISTRICT

RECORDS RETENTION AND DESTRUCTION POLICY Board Approved September 2, 2020

- ii. The device used to reproduce such record, paper or document on film, or retrieves and prints the document from the electronic media, is one which accurately reproduces the original thereof in all details; and,
- iii. The photographs, micro-photographs, or other reproductions on film are placed in conveniently accessible files and provisions are made for preserving, examining, and using the same, together with documents stored via electronic media.

For the purposes of this section, every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

- e. Any accounting record except the journals and ledgers which are more than five years old and which were prepared or received in any manner other than pursuant to State statute may be authorized for destruction, provided that:
 - i. There is no continuing need for said record, i.e., long-term transactions, special projects, pending litigations, etc., and;
 - ii. There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;
 - iii. Said audit report or reports were prepared pursuant to procedures outlined in Government Code §26909 and other State or Federal audit requirements, and that;
 - iv. Said audit or audits contain the expression of an unqualified opinion.
- f. Any accounting record created for a specific event or action may be destroyed upon authorization five years after said event has in all respects terminated. Any source document detailed in a register, journal, ledger or statement may be authorized for destruction five years from the end of the fiscal period to which it applies. The following may be destroyed at any time without Board authorization or consultation with the General Counsel:
 - i. Duplicated (original-subject to aforementioned requirements).
 - ii. Rough drafts, notes or working papers (except audit).
 - iii. Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files.



PLEASANT VALLEY RECREATION & PARK DISTRICT

RECORDS RETENTION AND DESTRUCTION POLICY Board Approved September 2, 2020

- g. All payroll and personnel records shall be retained indefinitely. Originals may upon authorization be destroyed after seven years' retention, provided said records have been copied and qualify for destruction pursuant to section III. d., above. Payroll and personnel records include the following:
 - i. Accident reports, injury claims and settlements.
 - ii. Medical histories.
 - iii. Injury frequency charts.
 - iv. Applications, changes and terminations of employees.
 - v. Insurance records of employees.
 - vi. Time cards.
 - vii. Classification specifications (job descriptions).
 - viii. Performance evaluation forms.
 - ix. Earning records and summaries.
 - x. Retirements.
 - h. Records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc., after issuance or execution may be destroyed if copied as provided for in section III. d., above. Terms and conditions of bonds, warrants, and other long-term agreements should be retained until final payment, and thereafter may be destroyed in less than 10 years if copied as provided for in section III. d., above. Paid bonds, warrant certificates and interest coupons may be destroyed after six months if detailed payment records are kept for 10 years.
- IV. Minutes of the meetings of the Board of Directors are usually retained indefinitely in their original form. However, they may, upon the General Manager's authorization, be destroyed if they are copied as provided for in section III. d., above. Recording tapes (or other media) of Board meetings will be kept for a period of one year from the date of the recorded meeting, after which they will be destroyed.
- a. Construction records, such as bids, correspondence, change orders, etc., shall not be kept in excess of seven years unless they pertain to a project which includes a guarantee or grant and, in that event, they shall be kept for the life of the guarantee or grant plus seven years. As-built plans for any public facility or works shall be retained as long as said facility is in existence.



PLEASANT VALLEY
RECREATION & PARK DISTRICT

RECORDS RETENTION AND DESTRUCTION POLICY
Board Approved September 2, 2020

- b. A contract should be retained for its life, plus seven years. Any unaccepted bid or proposal for the construction or installation of any building, structure or other public work which is more than two years old may be destroyed.
- c. Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer owned by the District.

DEFINITIONS

- CUSTODIAN OF RECORDS – An employee of the District with the duty as designated by the General Manager to manage the record retention and destruction process. Generally, this is the Administrative Services Manager or Administrative Analyst position serving as Board Clerk.
- AUTHORIZATION – Approval from the General Manager, as authorized by the District's Board of Directors.
- ACCOUNTING RECORDS – Include but are not limited to the following:
 - a. SOURCE DOCUMENTS
 - i. Invoices
 - ii. Warrants
 - iii. Requisitions/Purchase Orders (attached to invoices)
 - iv. Cash Receipts
 - v. Claims (attached to warrants in place of invoices)
 - vi. Bank Statements
 - vii. Bank Deposits
 - viii. Checks
 - ix. Bills
 - x. Various accounting authorizations taken from Board minutes, resolutions or contracts
 - b. JOURNALS
 - i. Cash Receipts
 - ii. Accounts Receivable or Payable Register
 - iii. Check or Warrant (payables)
 - iv. General Journal
 - v. Payroll Journal
 - c. LEDGERS
 - i. Expenditure
 - ii. Revenue
 - iii. Accounts Payable or Receivable Ledger
 - iv. Construction
 - v. General Ledger
 - vi. Assets/Depreciation



**PLEASANT VALLEY
RECREATION & PARK DISTRICT**

**RECORDS RETENTION AND DESTRUCTION POLICY
Board Approved September 2, 2020**

- d. TRIAL BALANCE
 - e. STATEMENTS (Interim or Certified - Individual or All Fund)
 - i. Balance Sheet
 - ii. Analysis of Changes in Available Fund Balance
 - iii. Cash Receipts and Disbursements
 - iv. Inventory of Fixed Assets (Purchasing)
 - f. JOURNAL ENTRIES
 - g. PAYROLL and PERSONNEL RECORDS include but are not limited to the following:
 - i. Accident reports, injury claims and settlements
 - ii. Applications, changes or terminations of employees
 - iii. Earnings records and summaries
 - iv. Garnishments
 - v. Fidelity Bonds
 - vi. Insurance records of employees
 - vii. Job Descriptions
 - viii. Medical Histories
 - ix. Retirements
 - x. Time Cards
 - h. OTHER
 - i. Inventory Records (Purchasing)
 - ii. Capital Asset Records (Purchasing)
 - iii. Depreciation Schedule
 - iv. Cost Accounting Records
- LIFE. The inclusive or operational or valid dates of a document.
 - RECORD. Any paper, bound book or booklet, card, photograph, drawing, chart, blueprint, map, tape, microfilm, or other document, issued by or received in a department, and maintained and used as information in the conduct of its operations, and as consistent with a "writing," as defined by subdivision Government Code §6252.
 - RECORD COPY. The District copy of a document or file.
 - RECORD SERIES. A group of records, generally filed together, and having the same reference and retention value.
 - RECORDS CENTER. The site selected for storage of inactive records.



PLEASANT VALLEY RECREATION & PARK DISTRICT

RECORDS RETENTION AND DESTRUCTION POLICY Board Approved September 2, 2020

- **RECORDS DISPOSAL.** The planning for and/or the physical operation involved in the transfer of records to the Records Center, or the authorized destruction of records pursuant to the approved Records Retention Schedule.
- **RECORDS RETENTION SCHEDULE.** The consolidated, approved schedule list of all District records which timetables the life and disposal of all records.
- **RETENTION CODE.** Abbreviation of retention action which appears on the retention schedule.
- **VITAL RECORDS.** Records which, because of the information they contain, are essential to one or all of the following:
 - a. The resumption and/or continuation of operations;
 - b. The recreation of legal and financial status of the District, in case of a disaster;
 - c. The fulfillment of obligations to bondholders, customers, and employees.

Vital records are denoted as such on the Retention Schedule along with their lifespan. Vital records include but are not limited to the following:

- | | |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| - Agreements | - Facility improvement plans |
| - Annexations and detachments | - Fidelity Bonds |
| - As-built drawings | - Improvement districts |
| - Assessment District Engineers Report | - Individual claims/settlements |
| - Audits | - Inventory |
| - Contract drawings | - Journal Entries (Daily Close, Cash Reconciliation Report) |
| - Customer statements (Permits, Class/Program Registrations) | - Ledgers |
| - Deeds | - Licenses & permits (to operate) |
| - Depreciation schedule | - Loans & grants |
| - Disposal of scrap materials | - Maps |
| - Disposal of surplus & excess property | - Minutes of Board meetings |
| - District insurance records | - Payroll register |
| - District Style Guide | - Policies, Rules & Regulations |
| - District water rights | - Purchase orders & requisitions |
| - Employee File (Employee accident reports, injury claims & settlements, insurance records) | - Restricted materials permits |
| - Encroachment permits (by District) | - Rights of ways & easements |
| - Encroachment permits (by others) | - Statements of Economic Interest |
| | - Vendor Lists (Master) |

Group No.	Title or Description	Original	Duplicate	Retention Periods		
				Office	Records Center	Retain or Destroy
1	Records affecting title to real property or liens thereof.	X		2 yrs.	OP	ES
2	Records required to be kept permanently by statute.	X		2 yrs.	OP	ES
3	Minutes, ordinances & resolutions of the Board.	X		2 yrs.	OP	ES
4	Documents with lasting historical, administrative, legal, fiscal, or research value.	X		2 yrs.	OP	ES
5	Correspondence, operational reports, and information upon which District policy has been established.	X		2 yrs.	10 yrs.	12 yrs.
6	Duplicates of 5, above, when retention is necessary for reference from District policy.	X	X	2 yrs.		2 yrs.
7	Records requiring retention for more than five years but no more than fifteen years by statute or administrative value.	X		2 yrs.	13 yrs.	15 yrs.
8	Duplicates needed for administrative purposes for five to fifteen years.		X	2 yrs.	13 yrs.	15 yrs.
9	All other District records, or instruments, books, or papers that are considered public documents not included in Groups 1 through 8.	X		2 yrs.	1 yr.	3 yrs.
10	Duplicates and other documents not public records required to be maintained for administrative purposes.	X	X	2 yrs.	3 yrs.	5 yrs.
11	Duplicate records requiring retention for administrative purposes such as reference material for budgets, planning, and programming.		X	3 yrs.	3 yrs.	6 yrs.
12	Reference files (copies of documents which duplicate the record copies filed elsewhere in the District; documents which require no action and are non-record; rough drafts, notes, feeder reports, and similar working papers accumulated in preparation of a communication, study or other document, and cards, listings, indexes and other papers used for controlling work).		X	1 yr.		1 yr.

13	Transitory files, including letters of transmittal (when not a public record), suspense copies when reply has been received, routine requests for information and publication, letters, reports, and other duplicate copies no longer needed.	X	X	3 mos.		3 mos.
14	Original documents disposable upon occurrence of an event or an action (i.e., audit, job completion, completion of contract, fulfillment of a permit, etc.) or upon obsolescence, supersession, revocation.	X		1 yr.	2 yrs.	3 yrs.
15	Policy files and reference sets of publications.		X	I		I
16	Duplicates or non-record documents required for administrative needs but destroyable on occurrence of an event or an action		X	I		I
17	Records deemed "Vital" within the approved District Retention Policy	X	X	These records are enumerated within the Policy and shall be retained only as statutorily required. If no statute exists, the record shall be classified within one of the above Groups.		

OP = Original or photographic copy

ES = May be destroyed if stored in electronic media and originals are not statutorily required.

I = Indefinite

This schedule is not meant to specifically determine the length of retention for any particular record, rather establish categories for which individual records can be stored by. In example, financial records required to be retained for seven years would fall into category 7, but would not be required to be retained for 15 years and can be destroyed after seven years.

Record Retention Schedule**	Record Series (Description)	Responsible	Review Period Open / Active	Review Period Closed	Disposal	Legal Authority	Notes
	Accident reports and logs	Human Resources	2 years		Shred		Originals to CAPRI
	Accounting files, miscellaneous	Accounting	5 years		Shred		
	Accounts payable (Check Register, Paid Invoices, Cancelled Checks, vendor files, invoices)	Accounting	1 year	6 years	Shred		
	Accounts Receivable (Paid Misc. Accounts Receivable Billings, Invoices and customer files)	Accounting	1 year	4 years	Shred		
	Affidavit of Publication	Secretarial	1 year	5 years	Shred		
	Agendas and minutes from other agencies	Administration	6 months	6 months	Toss		
	Agendas, minutes and supporting materials for board/Committee packet (PVRPD)	Administration	1 year	Indefinite	Archive	GC 60201(d)(3)	
	Annexation Reports	Administration	1 year	Indefinite	Archive		
	Any records subject to Public Records Act request	Administration	2 years	1 year	Depending on record-archive or shred	GC 60201(d)(6)	All records retained until PRA request granted, or 2 years after PRA requests denied, whichever is later. All "permanent" records retained notwithstanding any PRA request
	Agreements with cities, agencies, firms, individuals	Administration	1 year	Indefinite	Archive		
	Applicant interview documents	Human Resources	1 year	4 years	Shred		Originals to be filed in project file
	Appraisal Reports	Administration	1 year	5 years	Shred		
	Audio Tapes - Board	Administration	1 year	Indefinite	Archive	GC 54953.5	Can be destroyed 30 days after taping or approval of minutes, whichever is later
	Audit Reports	Secretarial	10 years	10 years	Shred		
	AutoPay Applications (Cancelled)	Customer Service	1 year	7 years	Shred		
	Backflow Test Reports	Park	1 year	3 years	Shred		
	Bank statements (with cancelled checks)	Accounting	1 year	4 years	Shred		
	Bankruptcy Correspondence - Vendors, contractors, etc	Accounting	1 year	Indefinite	Archive		
	Bankruptcy/Probate Claims - Vendors, contractors, etc	Accounting	1 year	Indefinite	Archive		
	Board correspondence	Secretarial	1 year	2 years	Toss		
	Board ad hoc (not standing) committee meeting packets	Secretarial	2 years	Indefinite	Archive	GC 60201(d)(3)	Dispose after Director leaves the Board
	Board Committee Admitted Meetings/Minutes	Administration	1 year	7 years	Archive		
	Board of Directors Conference/Travel/Expense Records	Accounting	1 year	Indefinite	Archive		
	Board Meetings/Adopted Minutes	Administration	1 year	Indefinite	Archive		
	Bonds (Performance Payment, Bid and Public Official Surety)	Accounting	1 year	Indefinite	Archive		
	Budgets, annual	Accounting	1 year	Indefinite	Archive		
	Budget Worksheets	Accounting	1 year	4 years	Shred		
	CA Board of Equalization (Seller's Permit)	Recreation	1				
	FPPC campaign disclosure statements (Form 470) & related forms, incl. statements of economic interest (Form 410, 415, 430, 490, 700, 703, etc.)	Administration	1 year	7 years	Shred		
	Cash Receipt books with backup and deposit slips	Customer Service	1 year	4 years	Shred	GC 81009(c), (e)	
	Cashier Tickets / Deposit slips	Accounting	1 year	4 years	Shred		
	Cashier Daily Deposit slips	Accounting	1 year	4 years	Shred		
	Certificate of Insurance for active & inactive vendors	Administration	1 year	3 years	Shred		
	Certificate of Insurance for agreement/contracts	Administration	1 year	Lifetime of Agreement + 7 years	Shred		
	Certificate of Insurance for contractors for repair jobs for District equipment or facilities	Administration	1 year	7 years after exp. Date on certificate	Shred		
	Certificate of Participation Statements	Accounting	1 year	6 years	Shred		
	Check list for cashier's deposit slip (Adding machine register)	Accounting	3 years	4 years	Shred		
	Chlorine Residual Charts (system)	Park	1 year	2 years	Shred		
	Chlorine Residual Trend Charts	Park	1 year	2 years	Shred		
	Claim or litigation on behalf of PVRPD	Administration	1 year	Indefinite	Archive	GC 60201(d)(4)	
	Claim or litigation against PVRPD	Administration	1 year	Indefinite	Archive	GC 60204(d)(4)	
	Class A Medical Cards	Human Resources	1 year	T+30	Shred		
	Computer maintenance files	IT	1 year	3 years	Toss		
	Computer programs	IT	1 year	6 years	Toss		
	Computer tape disks/backup	IT	1 year	2 years	Toss		
	Computer tracking records	IT	1 year	3 years	Toss		
	Confined space permits	Safety	1 year	2 years	Toss		
	Confined space tests	Support Services	1 year	2 years	Toss		
	Ethics training records / AB 1234/Board	Park	1 year	5 years	Shred	GC 53235.2(b)	

Record Series (Description)	Responsible	Review Period		Disposal	Legal Authority	Notes
		Open / Active	Closed			
Conflict of Interest Statements	Administration	1 year	7 years	Shred	GC 81009(c), (e)	Include oath of office, economic statements, etc
Construction estimates	Park	1 year	4 years	Toss		After completion
Construction project schedules	Park	1 year	4 years	Toss		Original to be filed in project file
Construction reports/records	Park	1 year	4 years	Toss	GC 60201(d) (6)	Original to be filed in project file/No records related to pending construction (not yet accepted by District or in which stop notice claim may be presented) may be destroyed
Contract Proposals and Bids (incl. unaccepted proposals, bids)	Operations Center	Until superseded by new contract	2 years	Shred	GC 60201(d) (11)	Examples - construction, HVAC, flagging, asphalt, maintenance services
Contracts	Administration	Contract	4 years	Archive	GC 60201(d) (a)	No destruction of undischarged (i.e. still pending) contracts
Corrective Actions for Violations	Accounting Administration HR	1 year	3 years	Toss		
Correspondence, general	Park Public Information	1 year	2 years			
Credit card(MC/Visa/Discover Card) Monthly Reports & Logs (Summary of credit card payments)	Customer Service	1 year	4 years	Shred		
Daily deposit slips	Accounting	1 year	4 years	Shred		
Deeds	Administration	1 year	Indefinite	Archive		
Deferred Compensation reports	Accounting Human Resources	1 year	Indefinite	Archive		
Directors compensation and reimbursement	Accounting	1 year	7 years	Shred		Dispose after Director leaves the Board
Directors fees	Accounting	1 year	6 years	Shred		Dispose after Director leaves the Board
Disability claims	Human Resources	1 year	Indefinite	Archive		
District Debt Issuance Documents (e.g., Assessments District, CUP, etc.)	Administration	Length of issuance	Indefinite	Archive	GC 60201(d) (7)	
DOJ Background check	Human Resources					
DMV Driver information notices	Human Resources	Until superseded with more current version (typically 1 yr)				
Easements	Administration	1 year	Indefinite	Archive		
Election files	Administration	1 year	Indefinite	Archive		
Emergency generators	Support Services	1 year	5 years	Shred		
Emergency procedures	Support Services	1 year	6 years	Toss		Until superseded
Employee Action Requests/Grievances	Human Resources	1 year	1 year	Shred		
Employee Applications	Human Resources	1 year	1 year	Shred		
Employee manual/handbook	Human Resources	1 year	10 years	Shred		Until superseded
Employee records	Human Resources	1 year	10 years	Shred		
Employee records - terminated	Human Resources	1 year	7 years	Shred		
Employee labor relations	Human Resources	1 year	10 years	Shred		
Employee production/assignment logs	Human Resources	1 year	10 years	Shred		
Employee timecards & attendance records (i.e. payroll files) including deduction authorizations & overtime, and org leave request/time off form attached to timecards	Accounting Human Resources	Active until employee leaves/terminates	7 years	Shred		
Employee Exposure Records	Risk Mgt/HR	1 year	T+30	Shred	Not a public record (GC 6254) 8CGR3204	
Employee Medical Records	Human Resources	1 year	T+30	Shred	Not a public record (GC 6254) 8CGR3204	
Employee merit awards	Human Resources	1 year	2 years	Shred	PRA 6254, IPA 1798.40, CD.	
Employee travel and expense records	Accounting	1 year	7 years	Shred		
Employee toxic exposure reports	Human Resources	1 year	T+30	Shred		
Employee W-4 forms	Accounting	1 year	10 years	Shred	28 USC 436 26 CFR 31.6001-1-4 26 CFR 31.6001-1(e) 29 CFR 516.5-516.6	
Encroachment Permits	Administration Park	2 years	2 years	Toss		
Energy usage reports	Support Services Park	3 years	3 years	Toss		

Record Retention Schedule**		Record Series (Description)	Responsible	Review Period		Disposal	Legal Authority	Notes
Open / Active	Closed							
Environmental Impact Reports	2 years	Administration Support Services Park	Administration Support Services Park	2 years	Indefinite	Toss Archive	Originals to be filed in project file. Keep indefinitely.	
Equestrian Trails	1 year	Operations Support Services Park	Operations Support Services Park	1 year	4 years	Toss		
Equipment bids	1 year	Operations Support Services Park	Operations Support Services Park	1 year	1 year	Toss	After sale of equipment, keep for 1 year	
Equipment files, misc	1 year	Operations Support Services Park	Operations Support Services Park	1 year	5 years	Shred Toss	GC 53235.2(b)	
Ethics training records (AB1234)Board	1 year	Administration Support Services Park	Administration Support Services Park	1 year	5 years	Shred Toss		
Equipment maintenance records	1 year	Operations Support Services Park	Operations Support Services Park	1 year	1 year	Toss		
Equipment operating manuals	1 year	Operations Support Services Park	Operations Support Services Park	1 year	1 year	Toss		
Equipment trouble and repair reports	1 year	Operations Support Services Park	Operations Support Services Park	1 year	1 year	Toss		
Equipment use reports	1 year	Operations Support Services	Operations Support Services	1 year	3 years	Toss		
Financial reports, misc	10 years	Accounting	Accounting	10 years	Indefinite	Shred		
Financial statements, annual	1 year	Accounting	Accounting	1 year	Indefinite	Archive		
Fuel and oil usage files	1 year	Support Services Park	Support Services Park	1 year	1 year	Toss		
Fuel invoices	1 year	Support Services Park	Support Services Park	1 year	5 years	Toss	26 CFR31.6001-1(e)(2)	
Fuel Tax Correspondence General (Catch-all)	1 year	Accounting	Accounting	1 year	Indefinite	Archive	GC 60201(d) (10)	
Administration	1 year	Administration	Administration	1 year	Indefinite	Archive	If a record has "not fulfilled the administrative, fiscal or legal purpose for which it was created or received," it may not be destroyed	
Hazardous waste manifests	1 year	Safety	Safety	1 year	Indefinite	Archive		
Hazardous waste materials	5 years	Support Services Park	Support Services Park	5 years	Indefinite	Shred	40CFR264.71 (3 years)	
Historical files (history of PVRPD)	1 year	Administration	Administration	1 year	Indefinite	Archive		
Incident / damage reports for facilities & parks	1 year	Operations Center	Operations Center	1 year	Indefinite	Archive		
Insurance certificates and policies	1 year	HR	HR	1 year	10 years	Shred		
Insurance - Blue Cross/Delta Dental Invoices	1 year	Human Resources	Human Resources	1 year	10 years	Shred		
Insurance - Cobra Election Notice	1 year	Human Resources	Human Resources	1 year	10 years	Shred		
Insurance - Cobra General Notice	1 year	Human Resources	Human Resources	1 year	10 years	Shred		
Insurance - Disability and Life premium statements (Hartford Life)	1 year	Human Resources	Human Resources	1 year	10 years	Shred		
Insurance - Health benefits Invoices	1 year	Human Resources	Human Resources	1 year	Indefinite	Archive		
Insurance - Life and Disability-Life, Disability Correspondence	10 years	Human Resources	Human Resources	10 years	Indefinite	Archive		
Insurance - Medicare Part D Correspondence	10 years	Human Resources	Human Resources	10 years	Indefinite	Archive		
Insurance - Medicare Part D Notices	10 years	Human Resources	Human Resources	10 years	Indefinite	Archive		
Insurance-Liability & property memorandum of coverage	1 year	Administration	Administration	1 year	7 years from policy exp.	Shred		
Inventory records	10 years	Accounting	Accounting	10 years	Data	Shred		
Inventory records	1 year	Operations Support Services Park	Operations Support Services Park	1 year	6 years	Toss		
Investments - Local Agency Investment Funds (LAIF) (Statements & Correspondence)	1 year	Accounting	Accounting	1 year	Indefinite	Archive	Permanent for research/historical value	
Investment portfolio	1 year	Accounting	Accounting	1 year	Indefinite	Archive		
Investments (Certificates of Deposit)	1 year	Human Resources	Human Resources	1 year	6 years	Shred		
Job Descriptions - Discontinued	1 year	Human Resources	Human Resources	1 year	Keep	Archive		
Job Opening Postings	1 year	Human Resources	Human Resources	1 year	Indefinite	Shred		
Laboratory analyses	20 years	Operations Support Services Park	Operations Support Services Park	20 years	10 years	Shred	Original to be filed in project file	
Laboratory records	15 years	Operations Support Services Park	Operations Support Services Park	15 years	15 years	Shred		
Lease Agreements	1 year	Administration	Administration	1 year	Indefinite	Archive	permanent for research/historical value	
Ledgers, General and Journal	1 year	Accounting	Accounting	1 year	Indefinite	Archive		
Legal Opinions	1 year	Administration	Administration	1 year	Indefinite	Archive		

Record Retention Schedule**	Record Series (Description)	Responsible	Review Period		Disposal	Legal Authority	Notes
			Open / Active	Closed			
	Legal Rulings/Attorney Re Employment (Labor Law)	Human Resources	HR to review file in 10 years (2017)				
	Legal Services Billing	Secretarial Accounting Board	1 year	1 year	Shred Toss		
	Legislative Activity	Human Resources	1 year				
	Maintenance work schedules	Administration	2 years	4 years	Toss		
	Materials Issued/Returned	Operations Support Services Park	2 years	2 years	Toss		
	Material Safety Data Sheets (MSDS)	Operations Center Safety	1 year	3 years	Toss		
	Monthly Budget Reports Summary (June 30th Year End) Documents can be found in Board Agenda	Accounting	NA	NA	NA		
	Monthly Budget Reports Summary (All But June 30th Reports) Documents can be found in Board Agenda	Accounting	NA	NA	NA		
	On call/fall out reports and logs	Operations Park Administration	1 year	2 years	Shred		
	Ordinances/Board	Safety	1 year	Indefinite	Archive		
	OSHA 300, 300A and 301	Accounting	1 year	5 years	Shred	8CCR14300.44	
	Payroll Files: Payroll Worksheets, Misc. Payroll Change Doc., Overtime Sheets	Accounting	1 year	7 years	Shred	29 CFR 516.5	
	Payroll Record	Accounting	1 year	Indefinite	Archive	29 CFR 516.5	
	Payroll Register	Accounting	1 year	7 years	Shred	29 CFR 516.5 LC 1174(d)	
	Permits	Administration	1 year	Indefinite	Archive		
	PERS actuarial valuation report	Accounting	1 year	Indefinite	Archive		
	PERS annual statements	Accounting	1 year	Indefinite	Archive	29 CFR 516.5 & 29 CFR 516.6 LC 1174(d)	
	PERS correspondence & board reports	Accounting	1 year	Indefinite	Archive		
	PERS Payroll Listings (Yellow Sheets)	Accounting	1 year	Indefinite	Archive	29 CFR 516.5 & 29 CFR 516.6 LC 1174(d)	
	PERS Summary Reports (Pink Sheets)	Accounting	1 year	Indefinite	Archive		
	Personnel Action Form	Human Resources	1 year	2 years	Shred		
	Personnel accounting, labor, overhead & material handling	Accounting	1 year	Indefinite	Archive		
	Personnel accounting, cost of benefits calculations	Human Resources / Accounting	1 year	Indefinite	Archive		
	Personnel policies/procedures	Human Resources	1 year	10 years	Shred		
	Personnel Files (Deceased Retirees, no surviving spouses)	Human Resources	1 year	30 yrs. from date of retirement, or date retiree & spouse are both deceased plus 2 yrs., whichever	Archive		Until superseded
	Personnel Files (Board of Directors & District Counsel)	Human Resources	1 year	Indefinite	Archive		
	Personnel Files (Discharged/Terminated Employees)	Human Resources	1 year	1 year	Shred	Active until employee leaves/terminates.	
	Petty Cash Slips (Paid)	Accounting	1 year	3 years	Shred		
	Policies/procedures	Administration	1 year	Indefinite	Archive	28 CFR 31.6001-1(e)(2)	
	Press Releases	Administration	1 year	3 years	Toss		
	Projects / Construction	Operations Support Services Park	1 year	Indefinite	Archive		
	Projects/General	Operations Support Services Park	1 year	Indefinite	Archive		
	Property Records/Title Documents	Administration	1 year	Indefinite	Archive		
	Proposals	Operations Support Services Park	1 year	3 years	Toss	GC 60201 (d) (8)	Unaccepted construction proposals less than 2 years old may not be destroyed.
	Public Records Requests	Secretarial	1 year	6 years	Shred		
	Public Relations	Administration	1 year	2 years	Toss		
	Purchase Orders and purchase requisitions	Accounting	1 year	4 years	Shred		
	Recruitment/Selection Folders	HR	1 year	4 years	Shred		

Record Series (Description)	Responsible	Review Period		Disposal	Legal Authority	Notes
		Open / Active	Closed			
Reimbursement agreements Reports and studies	Accounting Administration Operations Support Services Park	1 year 1 year	Indefinite 10 years	Archive Toss		
Reservations Resolutions/Board Retirement plan agreements, amendments & related documents Safety meeting records Santa Rosa Water District-Stocks, Correspondence Files	Administration HR Support Services Support Services Park	1 year 1 year 1 year 1 year	Indefinite Indefinite 5 years Indefinite	Archive Archive Toss Archive		Permanent for historic value Dispose when no longer relevant
Security reports Sports - Team Rosters, Add/Drop Forms Sports - Cash reports Open Play Sports Sports - Waiver and Release Forms Sports - Umpire Schedules Sports - Staff Schedules State of Calif. - Dept. of Public Health, Correspondence, re Permit	Support Services Sports Division Sports Division Sports Division Sports Division Support Services Park Support Services Park Park Park	1 year 1 year 1 year 1 year 1 year 1 year 1 year	Indefinite 1 year 1 year 1 year 1 year Indefinite	Archive Archive Archive Archive		Until superseded
State of Calif. - Dept. of Public Health, Water Supply Permit	Support Services Park	1 year	Indefinite			
State of Calif. - Dept. of Transportation Correspondence,	Support Services Park	1 year	Indefinite			
Taxes-Payroll tax documents: W-2, W-3, 1096, DE6, DE7 & Supporting Working Doc.	Accounting	1 Year	7 Years	Shred		
Taxes - Federal Withholding Tax Quarterly Return (940 & 941) Tracts/Developer files	Accounting	1 Year	7 Years	Shred		
Training Rosters - General & Safety Training Training Records for AC Pipe Underground storage tanks	Support Services Park Human Resources Safety & HR Support Services Park	1 year 1 year 1 year 1 year 1 year	Indefinite Indefinite 5 years 5 years Indefinite	Shred Archive Shred Archive		
Vehicle inspection reports - Daily	Support Services Park	1 year	1 year	Toss		
Vehicle mileage reports	Support Services Park	1 year	Indefinite	Archive		
Vehicle operating records	Support Services Park	1 year	3 years	Toss		
Vehicle & equipment permits, licenses, registration	Support Services Park	1 year	1 year	Shred		
Vehicle & equipment no longer owned by PVRPD Vendor files, misc correspondence Vouchers, Consultant Unemployment Insurance, Direct Reimbursement Reports Utility billings, problem reports	Accounting Accounting Human Resources Support Services Park	1 year 1 year 1 year 2 years	2 years 1 year Indefinite 6 years 4 years	Shred Shred Archive Shred Shred		Dispose when no longer relevant
Waste Oil Recycling Workers compensation files	Operations Center Human Resources	1 year 1 year	7 years 6 years	Shred		

**Schedule Instructions
1. Records are Open/Active files for at least the period stated as a matter of general practice. After the event occurs the records are disposed of or may require retention for an additional period of time.
2. Records placed in Closed files will be retained for the scheduled period. Notice to the applicable department will be made prior to disposal, e administrative, fiscal, or legal value. After that they should be disposed of in accordance with an approved Records Retention Schedule.

Administrative records: Most are small in volume and the records retained for less than five years.

RESOLUTION NO. 661

A RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A RECORDS RETENTION AND DESTRUCTION POLICY AND SCHEDULE

WHEREAS, the California Secretary of State has issued local government records management guidelines, and certain legislation has been passed and signed into law that augments the authority of special districts to establish records retention schedules that comply with the Secretary of State guidelines issued pursuant to Government Code section 12236; and

WHEREAS, the maintenance of unneeded, numerous and excessive records is expensive and slows document retrieval, such that to maintain the efficiency of the operation of the Pleasant Valley Recreation and Park District ("District"), it is helpful to authorize the destruction of records held by the District which are no longer useful or necessary for the operation of the District and which will not foreseeably become useful or necessary in the future; and

WHEREAS, the Board of Directors is authorized by the provisions of California Government Code Section 60200 et seq., to establish a records retention and destruction policy applicable to District records; and

WHEREAS, an appropriate records retention policy assists the District by documenting which records require office or temporary storage, which records have historic or research value, and which records should be destroyed because they no longer have any administrative, fiscal or legal value; and

WHEREAS, it is timely to update the applicable records retention schedule for the District;
and

WHEREAS, the Board of Directors desires to authorize the General Manager, or his or her designee, to review the District records from time-to-time, and to provide for the removal and destruction of those documents and records which are no longer required by statute to be retained and which are no longer necessary or useful in the District's operations; and

WHEREAS, the Board of Directors has reviewed the proposed "Record Retention and Destruction Policy" attached hereto as Exhibit "A"; and

WHEREAS, the Board of Directors has reviewed the proposed "Record Retention Schedule" attached hereto as Exhibit "B."

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Findings. The Board of Directors hereby finds that destruction or disposition of the categories of records governed by the Policy hereby adopted will not adversely affect any interest of the District or of the public.

Section 3: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled "Records Retention and Destruction Policy" set forth in Exhibit "A" attached hereto and directs that the policy be indicated as approved on September 2, 2020.

Section 4: Adoption of Updated Schedule. The Board of Directors approves and adopts the schedule entitled "Record Retention Schedule" set forth in Exhibit "B" attached hereto and directs that the schedule be indicated as approved on September 2, 2020.

Section 5: Repeal of Prior Resolutions. This Resolution No. 661 supersedes any prior District resolution pertaining to the retention and destruction of records, and any such prior resolution is hereby repealed in its entirety.

Section 6: Custodian. The General Manager of the District, or designee, shall be the official custodian of all District records, files, and documents, and no records, files, or documents shall be removed from the District, deleted, or destroyed without the express authorization of the General Manager, or designee, given in accordance with the Records Retention Policy; provided that the General Manager may delegate the authority under this section to another employee of the District.

Section 7: Periodic Review. The Board of Directors directs the General Manager to review the Record Retention Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary to keep retention information current and efficiently maintained.

Section 8: Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this second day of September 2020, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Elaine Magner, Board Chair
PLEASANT VALLEY RECREATION AND PARK DISTRICT

Attested:

Mike Mishler, Secretary
PLEASANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

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

DATE: September 2, 2020

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 662 NOMINATING A BOARD MEMBER FOR THE LOCAL AGENCY FORMATION COMMISSION SPECIAL DISTRICT REGULAR MEMBER SEAT

SUMMARY

The term of Mary Anne Rooney as a special district regular member on the Local Agency Formation Commission (LAFCo) is coming to an end. Per state law, Ventura County special districts are required to nominate a representative to the seat.

BACKGROUND

LAFCo is an independent agency created by the State of California. It is charged with discouraging urban sprawl, preserving open-space and agricultural lands, and encouraging orderly governmental boundaries within Ventura County. The Commission meets these objectives by regulating the boundaries of cities and most special districts and conducting municipal service reviews and other special studies. It is made up of seven seats with an alternate voting member for each seat. Two seats and one alternate seat are reserved for representatives of special districts.

ANALYSIS

The terms of LAFCo special district regular member Mary Anne expire December 31, 2020. As such, an appointment must be made for the subsequent four-year term (January 1, 2021 through December 31, 2024) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), the LAFCo executive director has determined that a meeting of the committee for the purpose of selecting a regular member and alternate member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating process and the election itself will be conducted by mail (PVRPD has consented to conducting the election via electronic mail).

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 662 to nominate a board member for one of two special district seats on the Ventura County Local Agency Formation Commission (LAFCo).

ATTACHMENT

- 1) Resolution No. 662 (1 page)
- 2) Call for Nominations Letter (2 pages)

RESOLUTION NO. 662

**RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY
RECREATION AND PARK DISTRICT NOMINATING BOARD MEMBER
_____ TO FILL THE TERM OF 1/1/2021 – 12/31/2024 FOR THE
REGULAR SPECIAL DISTRICT MEMBER OF THE VENTURA LOCAL AGENCY
FORMATION COMMISSION**

WHEREAS, the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo) has notified the District of an anticipated vacancy on LAFCo for a regular member appointed by the independent special districts in Ventura County to fill the term from 1/1/2021 to 12/31/2024, and has issued a call for nominations to be submitted in writing pursuant to California Government Code Section 56332(c); and

WHEREAS, at the time and in the manner required by law, the Board of the Pleasant Valley Recreation and Park District met on September 2, 2020 to consider the call for nominations by the LAFCo Executive Officer.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1) _____ is hereby nominated to fill the anticipated vacancy for the term beginning 1/1/2021 and expiring 12/31/2024 as the regular member of the Ventura LAFCo appointed by independent special districts in Ventura County.

- 2) The General Manager shall transmit a signed copy of this Resolution and a copy of the resume or candidate statement for _____ to the Ventura LAFCo Executive Officer.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 2nd day of September 2020, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Elaine Magner, Chair, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

(SEAL)

ATTEST:

Mike Mishler, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT



VENTURA LOCAL AGENCY FORMATION COMMISSION

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CALL FOR NOMINATIONS LAFCO SPECIAL DISTRICT REGULAR MEMBER

August 5, 2020

Chair of the Board
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

RE: CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member

Dear Chair of the Board:

The term of LAFCo special district regular member Mary Anne Rooney will expire on December 31, 2020. As such, an appointment must be made for the subsequent four-year term (January 1, 2021 through December 31, 2024) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), I have determined that a meeting of the committee for the purpose of selecting a regular member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating process and the election itself will be conducted by mail (some special districts have consented to conducting the election via electronic mail).

If your district wishes to nominate an individual to be a candidate for the regular member on LAFCo, please submit a nominating resolution (attached is a sample resolution for your use) and a candidate's statement or resume of no more than one page to Kai Luoma, Executive Officer, at Ventura LAFCo either by mail or via email (for those districts that have previously consented to email – see attached list).

The deadline for submitting nominating resolutions and candidate statements/resumes is 5 P.M., Friday, September 25, 2020. Any nomination submitted after the deadline will not be considered.

If at the end of the nominating period only one candidate is nominated, that candidate shall be deemed appointed. If two or more candidates are nominated, LAFCo staff will prepare and deliver a ballot and voting instructions to each eligible district. For the election to be valid, a quorum of the 29 independent special districts must submit valid ballots.

Chair of the Board, Pleasant Valley Recreation and Park District
CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member
August 5, 2020
Page 2

Thank you for your attention to this matter. Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kai Luoma', written in a cursive style.

Kai Luoma
Executive Officer

c: General Manager

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

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