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

BOARD OF DIRECTORS REGULAR MEETING AGENDA January 6, 2016

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #552

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. AMENDMENTS TO THE AGENDA This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS
 - A. District Highlights (Brandon Lopez, Crew Leader)
 - **B. COSMOS**
 - C. Pleasant Valley Co-operative Preschool
- 6. PUBLIC COMMENT In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Meeting December 3, 2015

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

Approval of District's disbursements dated on or before December 21, 2015.

C. Financial Report

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for November 30, 2015.

8. NEW ITEMS-DISCUSSION/ACTION

A. Consideration and Approval of Agreement Between the District and Patty Rogozinski for the Operation of the Freedom Park Arena

The agreement is for the operation of Freedom Park Arena for hockey programming.

<u>Suggested Actions</u>: A MOTION to approve the agreement between the District and Patty Rogozinski for operation of the Freedom Park Arena.

B. Board Committee Assignments

Board Chairman Mike Mishler will present committee Board assignments.

Suggested Action: No action required.

C. Discussion Regarding Board Goal Setting

Discuss format and potential dates for the annual Board goal setting workshop.

Suggested Action: No action required.

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

- A. Chairman Mishler
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- **D.** Standing Committees Finance and Personnel
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report

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

11. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related

modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 24. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

CO-SPONSORED GROUP ANNUAL UPDATE

www.pvrpd.org • 805-482					
www.perptong-aus-naz	21770	Group: Camaril	lo Cosmos Youth Track Clu	ıb	
Date:	9/16/2015				
One representat			e following PVRPD Board	Meeting on:	
	Wedne	sday, October 7 at 6p	m in Camarillo City Hall		
OFFICERS	NAME	ADDRES	S DAY PHON	NE CELL PHONE	
President	Mark Williams	3555 Castano Dr.	482-4278	402-2427	
Vice President	Jay Locher	3687 Paloma Dr.	658-7874	850-9254	
Treasurer	Connie Sloan	1971 N. Croydon Ave	e. 484-2045	551-3499	
Secretary	Karen Gotto	5358 Ashwood Ct.	484-1055	279-6789	
•	cipants last year:		260		
Projected number	er of participants u	pcoming year:	260		
Changes Organi	ization has made f	rom previous year:	No significant changes		
Comments for th	ne PVRPD Board o	of Directors:			
Deimony Facility	(ica) Haad?		Adolfo Comarillo and Pio M	osa High Schools	
Primary Facility	(les) Usea?		Adolfo Camarillo and Rio M	esa nigit schools	
What Time are F	Board Meetings He	ald?	7:00 PM the third Tuesday of the Month		
	d Meetings Held?	,id :	1150 Avenida Acaso (DP Technology Corp)		
	Board Members Ele	ected?	September (1st meeting of operational year)		
	Board Members Ins		September (1st meeting of		
TTION AIC NEW L	Journ Monipole Inc	, and i	coptombol (lot mooting of	operation jour,	
Pleasant Valley	Recreation and Pa	rk District Liaison	Lanny Binney, Re	creation Supervisor	
. ISasaint valley	. toroution und l'u	2100.00 21010011			
Please attach a	copy of your By-La	aws to this form.	Ventura County Youth Track	k Conference (VCYTC)	
Please aπach a	copy of your By-La	aws to this form,	Ventura County Youth Track Conference (VCYTC)		

Please Complete and Return the Annual Update and Financial Statement by September 18, 2015 to:

Lanny Binney

1605 E. Burnley Street, Camarillo, CA 93010

Phone: 482-1996 x 17 Fax: 805-482-3468

Form Completed by (print):	Mark Williams	Date	9/16/2015	
Sign:				

CAMARILLO COSMOS YOUTH TRACK CLUB FINANCIAL STATEMENT BUDGET REVIEW

BUL	GET REVIEW	(Netherland)		
	2015-2016	260	2014-2015	260
Fiscal Year is 10/1 to 9/30	Year Budget	Per Ath.	Prior Yr. Act.	Per Ath.
CHECKING		5 =====================================		
Beginning Bank Balance:	\$ 28,286.00		\$ 16,902.80	
Degilining Bank Balance.	Ψ 20,200.00	3 5	·,	
Cook looute				
Cash Input:	00 000 00		22.025.00	
Registration	30,000.00		33,935.00	
Uniforms	7,500.00		5,920.00	
Spirit Wear	4,000.00		4,516.00	
Volunteer Deposits Cashed	=		2,950.00	
Vol. Corporate Matching	_		4,000.00	
Picnic Food Sales	1,200.00		1,330.00	
Fundraisers	1,000.00		1,302.87	
Sponsored Scholarships	- 1,000.00		110.00	
•			110.00	
Miscellaneous Income	40.700.00	3	E4.062.97	
Total Cash Input	43,700.00	8 9	54,063.87	
Cash Output:				
Registration Refunds	3,000.00		6,875.00	
Uniform Refunds	2		765.00	
Spirit Wear Refunds	년 전		285.00	
Uniforms Cost	5,000.00		5,181.56	
Spirit Wear Cost	3,000.00		3,018.64	
•	5,500.00	21	5,240.00	20
Conference Dues	•		·	
Dual Conference Meet	500.00	2	590.00	2
Facility Rentals	1,450.00	6	1,553.00	6
Donations to high school	1,500.00	6	2,493.65	10
Meet Timers	2	-	3=	*
Paid H.S. Home Meet Staff	₩	-	820.00	3
Equipment and Computers	2,500.00	10	1,481.59	6
Supplies	1,000.00	4	631.36	2
Background Checks	1,000.00	4	1,215.00	5
_	1,750.00	7	1,486.19	6
Photo Day	·	4	950.00	4
Advertising	1,150.00			
Printing/Materials	800.00	3	791.42	3
Website	-	2 # 0	417.50	2
Monthly Bank Card Fees	1,500.00	6	1,277.08	5
T-Shirts for Athletes	1,750.00	7	1,639.38	6
Awards	2,500.00	10	2,450.38	9
Picnic Expense	3,500.00		3,146.22	
Coach/Board Expense	600.00	2	644.70	2
Returned Item	300.00	1	-	; = ;
Miscellaneous	750.00	3	128.00	0
	39,050.00	94	43,080.67	92
Total Cash Output:	39,030.00	94	43,000.07	92
Not Cash Change	4,650.00		10,983.20	
Net Cash Change	4,000.00		10,000.20	
Ending Bank Balance:	\$ 32,936.00		\$ 27,886.00	
Net Pegistration	27,000.00	104	27,060.00	104
Net Haiforms	2,500.00	10-7	(26.56)	, , ,
Net Uniforms				
Net Merchandise/Spirit Wear	1,000.00	(0)	1,212.36	/ - -\
Net Picnic	(2,300.00)	(9)	(1,816.22)	(7)
Scholarships net of Sponsored	(1,650.00)		-	



PLEASANT VALLEY RECREATION AND PARK DISTRICT CO-SPONSORED GROUP ANNUAL UPDATE

Date: December, 2015

Sign:

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, October 1, 2014 Camarillo, Community Center Room 6, 1605 E. Burnley Street, Camarillo

OFFICERS	NAME	ADDRES	S DAY	PHONE	CELL PHONE
President	Dona Stone-Fuller	2372 Parkway Dr, Ca	amarillo, CA 93010	714-328-2390	714-328-2390
Vice Presiden	t Lisa Card	209 Riverdale Ct #54	7, Cam 93012	805-302-1896	805-302-1896
Secretary	Darlene Escobar	821 East Lemon Dr.,	Camarillo CA 93010	805-419-4111	805-338-0831
Treasurer	Julie Schermerhorn	731 Hunt Cir., Cama	rillo, CA 93012	818-282-6959	818-282-6959
Number of pa	rticipants last year:		54		
Projected nun	nber of participants i	upcoming year:	57		
	anization has made				
	um webs, b) stripped				
	olore to complete back			in Nov 2015, e) p	lumbing issues fixed
	nd pipe under sink), f				
	Alumni (Eagle Scout				
and supplies t	o a) update our garde	ns by raising the herb,	veggie & flower beds	(3 raised vegetal	ole garden beds).
Programming in	mprovements: a) Hired	a new Teacher to tea	ch Toddler & Parent	class,	
b) Updated and	I implemented Teache	r evaluations, reviews	and goal-setting prod	esses,	
	lo philanthropic work v				
	y for foster children To				
	nd evaluate Safety dri				CPA Diane Keifer.
provided an edi participation in teachers and p	r the PVRPD Board ucational environment their child's preschool arents, we collectively for the use of your faci	for Camarillo's childre years while keeping to use our talents and sh	uition cost low. With to kills to provide meaning with the control of the contr	families that are the guidance of oungful experiences	seeking high ur knowledgeable
	ty (ies) Used?	-	Liberty and Indepen		y Freedom Park
	e Board Meetings H	eld?	6:30 p.m., 3rd Mond	av of the month	
	e Board Meetings 11 pard Meetings Held?		Board member house		rants
	v Board Members E		First week in May		
	v Board Members Ir		First week in June		
	ey Recreation and P			Recreation Serv	vices Manager
Please attach	a copy of your By-L	aws to this form.			
Amy Stewart			nancial Statement by	/ December 14, 2	<u>015 to:</u>
Form Comple	ted by (print):	Dona Stone-Fuller		Date <u>Sept</u>	ember 1, 2015

PLEASANT VALLEY RECREATION AND PARK DISTRICT COMMUNITY SERVICE GROUP - ANNUAL REVIEW FINANCIAL STATEMENT

NAME OF ORGANIZATION Pleasant Valley Cooperative Preschool

Last Year's Financial Statem	nent	Proposed Budget		
7/1/14 - 6/30/15 Date:	6/30/2015	From:	7/1/2015 - 6/30/16	
Beginning Balance:	1,884.97	Beginning Balance:	2,352.33	
beginning balance.	1,004.57	Bogining Balance.		
Revenue:		Revenue:		
Registration:	6,075.00	Registration:	5,130.00	
Donations:	763.00	Donations:	\$	
Fundraisers:	9,502.79	Fundraisers:	8,000.00	
Tuition:	73,972.69	Tuition:	80,300.00	
Interest:	34.18	Interest:		
Dues:	1,997.50	Dues:	2,289.00	
Miscellaneous Income:	1,644.55	Miscellaneous Income:	1,860.00	
Total Revenue	93,989.71	Total Revenue	97,579.00	
Expenses:		Expenses:		
Admin Expense	\$	Admin Expense	\$	
Advertising	398.80	Advertising	700.00	
Awards	\$	Awards	\$	
Capital Exp (carpet)		Equipment	\$	
Building Maintenance	613.74	Building Maintenance	1,000.00	
Property Maintenance	903.00	Property Maintenance	·	
Insurance	4,313.30	Insurance	4,815.00	
Internet (online registration)	\$	Internet (online registration)	\$	
Licensing/Membership	<u> </u>	Licensing/Membership	300.00	
Miscellaneous	75.00	Miscellaneous	100.00	
Paid Staff	71,203.72	Paid Staff	74,983.00	
Professional Services	3,792.92	Professional Services	2,380.00	
Refunds	\$	Refunds	\$	
Rentals	\$	Rentals	\$ \$ \$	
School District	\$	School District	\$	
PVRPD Rent	5,500.00	PVRPD Rent	5,500.00	
Supplies	5,337.91	Supplies	5,038.00	
Utilities	689.62	Utilities	1,120.00	
Other:_Events	1,231.80	Other:_Events	1,600.00	
Contingency	\$	Contingency	\$	
Total Expense: \$	94,059.81	Total Expense: \$	97,536.00	
Ending Balance: \$	2,352.33	Ending Balance: \$	2,395.33	
List Savings/CDs/Investmen	ts here:	List Savings/CDs/Investmen	ts here:	
Savings Account	24,747.82	Savings Account	24,747.82	
CD Account _12_month	20,150.44	CD Account12month	20,164.13	
CD Accountmonth	\$	CD Accountmonth	\$	
Investment Account	\$	Investment Account	\$	
Other Account		Other Account		
Total Other Accounts	44,898.26			
Checking + Other	47,250.59	Checking + Other	47,307.28	

Pleasant Valley Recreation and Park District Minutes of Regular Meeting December 3, 2015

1. CALL TO ORDER

Call to Order

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:00 p.m. by Vice-Chair Mishler.

2. PLEDGE OF ALLEGIANCE

Amy Stewart led the pledge.

3. ROLL CALL

Roll Call

Ayes: Malloy, Kelley, Dixon, Vice-Chair Mishler

Absent: Chairperson Magner

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Amy Stewart, Administrative Analyst and Clerk of the Board Michele Kostenuik, Customer Service Representative and Recording Board Secretary Karen Roberts, Recreation Supervisor Jane Raab, Christina Alatorre, Macy Andersen, Jay & Jeanette & Jake Rueckert, Deborah Faneros, Cameron & Kerri Brown, Lisa & Bella Goldstein, Bryan Monka, Denise & Ron Zavala, David Brown, Tesi Law, Bob Aaron, Dan Johnston, Owen Schoner, and David Torfeh.

4. AMENDMENTS TO THE AGENDA

None.

5. PRESENTATIONS

A. District Highlights

Recreation Services Manager Amy Stewart presented the highlights of the District's November/December activities, programs and special events. In November, the Senior Center held a trip to Pechanga Casino and also said good-bye to Gary & Kathy Lynch and the Camarillo Café which has been a part of the District for over 20 years. Upcoming is the Electronic Tech Fair on December 28 and the Holiday Dance on December 29. Irrigation controllers have been updated at ten parks with assistance from the City of Camarillo. Registration is full for the December 5th Breakfast with Santa event and the 54th Annual Christmas Parade will be held on December 12 with Eddie Money as the Grand Marshal.

B. Community Volunteer Recognition

Administrative Analyst Michele Kostenuik recognized David Brown, a biologist and wildlife conservationist and David Torfeh, a nature habitat and local wildlife expert and environmental consultant as the District's Community Volunteers of the Year. The instructors have assisted in leading District nature hikes, been integral members in the establishment of the Camarillo Grove Nature Center and key players in the development of nature based classes and programs for the District.

C. Full-time Employee Recognition

Recreation Services Manager Amy Stewart presented a certificate of recognition to full-time employee Macy Andersen, Aquatic Center Program Coordinator. Ms. Andersen has excelled in her position in the year and a half she has been here, has added new aquatic programs and in addition, has assumed the role of District program marketing with Constant Contact e-mails and website updates.

D. Friends of the Camarillo Dog Parks (FCDP)

Recreation Services Manager Amy Stewart introduced Cheryl Marks Dickinson, president of FCDP who stated that the group has raised over \$80,000 since their inception in 2010. Some of the group's activities included rattlesnake aversion training at Camarillo Grove Park, replacement of the park's privacy fencing on National Trails Day, Coffee & Canines, Howloween and Dogtoberfest fundraising events.

6. PUBLIC COMMENT

Vice-Chair Mishler accepted three speaker cards from Administrative Analyst and Clerk of the Board Michele Kostenuik. The first speaker, eight year old Jake Rueckert of Camarillo has played soccer with YMCA, AYSO and MSA for over five years since he was three. He stated that he trains all year long and that it is not fair that MSA cannot play at PV Fields.

Jay Rueckert of Camarillo has played soccer since the 1970's and has coached his children's teams. MSA offered a competitive league for his six year old son when AYSO and Eagles did not provide anything for him at that time. Mr. Rueckert stated that MSA with over 100 players does not have access to proper soccer fields and wanted to know why they are not being recognized when decent parks are open and MSA families have to drive over to Freedom Park. Mr. Rueckert requested that MSA FC be reconsidered in their application to be designated as a community service organization and would like the District to come to a resolution and allow MSA scheduled practice times at PV Fields.

Bob Aaron of Camarillo requested that the District needs to recognize that there is a need to spread out its limited resources to more people in the community. Mr. Aaron stated that he is still trying to receive a response from PVRPD on requested information on former general manager Dan LaBrado.

Owen Schoner of Camarillo stated that it was unfair that MSA not be able to play on PV Fields. Currently, MSA is not able to practice at Woodcreek Park because of construction. Owen stated that Bryan Monka is the best coach he has had and does not understand why Mr. Monka cannot use PV Fields. MSA players have six teams sharing Freedom Park along with one Fusion soccer team.

7. CONSENT AGENDA

- A. Minutes for Regular Meeting November 5, 2015 and Special Meeting November 19, 2015
- B. Warrants, Accounts Payable & Payroll thru November 23, 2015
- C. Financial Report

Regular Meeting December 3, 2015 Page 3 of 5

D. Approval of Agreement Between the District and Southern California Edison For Easement at Woodcreek Park

Vice-Chair Mishler called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve the Consent Agenda.

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Malloy, Dixon, Kelley, Vice-Chair Mishler

Noes:

Absent: Chairperson Magner

Motion: Carried

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval to Deposit District Funds into Ventura County Treasury Pool and Multi-Bank Securities (MBS)

Administrative Services Manager Leonore Young presented a recommendation that the District deposit its short term investment funds with Ventura County Pool and its medium and long term investments funds with Multi-Bank Securities (MBS). Currently, 100% of the District's excess funds is invested into the Local Agency Investment Fund (LAIF). Discussion included Finance Committee suggestions, tiered investment options (ladder) with MBS, penalties for early withdrawals, government code CD restrictions, timing of late December tax apportionments, better return versus varied liquidity, interest rates, and the tabling of the longer term investment option with MBS.

Vice-Chair Mishler called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve depositing the Tax Apportionment Funds (\$1,100,000 Quimby Fee) into the Ventura County Pool.

Motion to Approve Fund Deposit in VC Pool

Voting was as follows:

Ayes: Malloy, Dixon, Kelley, Vice-Chair Mishler

Noes:

Absent: Chairperson Magner

Motion: Carried

Carried

B. Consideration and Approval of Board Meeting Calendar 2016 General Manager Mary Otten presented the regular board meeting dates for 2016.

Vice-Chair Mishler called for a motion. A motion was made by Director Dixon and seconded by Director Malloy to approve the Board of Directors Regular Meeting Dates for the calendar year 2016.

Motion to Approve 2016 Board Dates

Voting was as follows:

Ayes: Dixon, Malloy, Kelley, Vice-Chair Mishler

Noes:

Absent: Chairperson Magner

Motion: Carried

Carried

Regular Meeting December 3, 2015 Page 4 of 5

C. Board Officer Elections

Vice-Chair Mishler opened the floor for nominations for the 2016 Board Officers.

A motion was made by Director Kelley and seconded by Director Malloy to nominate Vice-Chair Mishler for the position of Board Chair.

Motion to

Nominate Mishle

For Chair

Voting was as follows:

Aves: Kelley, Malloy, Dixon, Vice-Chair Mishler

Noes:

Absent: Chairperson Magner

Motion: Carried

Carried

A motion was made by Director Malloy and seconded by Vice-Chair Mishler to nominate Director Dixon for the position of Vice-Chair.

Voting was as follows:

Ayes: Malloy, Vice-Chair Mishler, Kelley, Dixon

Noes:

Absent: Chairperson Magner

Motion: Carried

Nominate Dixon

Motion to

Carried

For Vice-Chair

A motion was made by Director Dixon and seconded by Director Kelley to nominate Director Malloy for the position of Board Secretary.

Motion to

Nominate Malloy For Secretary

Voting was as follows:

Ayes: Dixon, Kelley, Vice-Chair Mishler, Malloy

Noes:

Absent: Chairperson Magner

Motion: Carried

Carried

9. INFORMATIONAL ITEMS

- A. Vice-Chair Mishler
- B. Ventura County Special District Association/California Special District Association - Vice-Chair Mishler and Director Malloy attended a VCSDA meeting with Assemblymember Jacqui Irwin as guest speaker discussing water transfer related
- C. Santa Monica Mountains Conservancy None.
- D. Standing Committees Finance Director Malloy mentioned that the financial reports are right on target.
- E. Foundation for Pleasant Valley Recreation and Parks Director Dixon stated the fundraiser numbers were being finalized and they are planning for the next event to be held on September 24, 2016 at Camarillo Grove Park. Mr. Dixon suggested that the community think "local" when considering their year-end donations.
- F. General Manager's Report General Manager Otten reported that the water well drilling is complete and ready for the next phase after the first of the year. Sixteen eucalyptus trees were planted at Charter Oak Park and pruning will continue along

Regular Meeting December 3, 2015 Page 5 of 5

with the removal of two dead trees by January. Ms. Otten reported that a grant was received from Greenfields for outdoor equipment at Arneill Ranch Park. The District will be going live with Springbrook's financial software in January. Breakfast with Santa is this weekend and the Christmas Parade will be held next week. Also, the District is working with the City and the Chamber of Commerce for the December 4th tree lighting at Dizdar Park.

10. ORAL COMMUNICATIONS

Director Malloy reminded the community of the Christmas parade this year and congratulated Mike Morgan on being elected as City Mayor for next year. Director Kelley commended the boys with MSA who spoke during the public comment section. Mr. Kelley mentioned that he does not want the boys to think that the Board is there only to be unfair and to prevent them from getting what they want. Soccer user groups have had disagreements in the past and when PV Fields were opened, the previous general manager decided that there would only be one competitive league so the two soccer leagues merged into the Eagles. Director Kelley questioned why MSA started a league without securing fields first when there is a limited number of space. Vice-Chair Mishler wished everyone Happy Holidays and Chairperson Magner a speedy recovery.

11. ADJOURNMENT

Vice-Chair Mishler adjourned the meeting at 7:25 p.m.

Respectfully submitted,

Approval,

Karen Roberts Recording Secretary Mike Mishler Vice-Chair

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:

January 6, 2016

SUBJECT:

FINANCE REPORT - NOVEMBER 2015

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statement for November 30, 2015.

ANALYSIS OF COMPARATIVE FINANCIAL THRU NOVEMBER 30, 2015

Attached you will find the PVRPD Summary Financial Statement for the period of July 1, 2015 through November 30, 2015 with a year-to-date comparison for the period of July 1, 2014 through November 30, 2014.

REVENUES

Total revenue for the 5th month ending November 30, 2015 has decreased \$632,322 over the same period as last year. This decrease is primarily due to the following items: 1) Park Dedication Fee (Quimby Fee) in the amount of \$615,709 from AMLI in July 2014 2) Public Fees are down by \$6,586 and 3) Incentive Income is down by \$7,317. The Incentive Income is down because the District has not received the CAPRI dividend as of November 30, 2015. The District's actual revenue is up in comparison to prior year by \$34,444 if the Quimby Fee (\$615,709) and NRPA Grant (\$75,000) revenues from prior year are removed. Actual revenues have reached 7.64% of the annual adopted budgeted.

EXPENDITURES

Personnel Expenditures decreased for fiscal year 2015-2016 by \$13,836 in comparison to personnel expense for the same period as fiscal year 2014-2015. This is a result of staff contributing more towards their own retirement and health benefits. Payroll is currently 37.24% of budget or 4.76% below budget.

Service and Supply Expenditures have decreased \$139,833 in comparison to the same time period as last year. The decrease is primarily due to water and electrical expenses. Staff has been very diligent in keeping track of water usage for all parks, making sure the District is meeting the water reduction limits. Electric is down in comparison to the same five months as last year also.

There has been no activity in Capital Expenditures for the 5th month of fiscal year 2015-2016.

FISCAL IMPACT

The District is under the approved budget by 5.77% and managers will continue to make a concerted effort to continue to spend under the adopted budget during this fiscal year to help build reserves.

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statement for November 30, 2015.

ATTACHMENTS

1) District Unaudited Manager Version Financial Statement as of November 30 2015 (2 pages)

Pleasant Valley Recreation and Park District PVRPD:SUMMARY(Unaudited) from Great Plains Year to Date Comparison

Statement of Revenues and Expenditures For the period July 1, 2015 through November 30, 2015

			•				
	Account	Current Month November	PREVIOUS Year To Date 2015	CURRENT Year To Date 2016	BUDGET TOTAL Adopted 7/1/15	BUDGET REMAINING	% Of Budget Used 42%
DISTRICT WIDE REVENUE		1	2010	2010	Adopted 171310		4270
Tax Apportionment	5110	51.99	48,491.34	29,884.88	5,625,055.00	5,595,170.12	0.53%
Supplemental Assess Roll	5240	07.50	70,107101	20,00	168.00	168.00	0.00%
Assessment Income	5500	1		1,993.06	1,017,150.00	1,015,156.94	0.20%
Park Dedication Fees (Quimby Fee)	5400		615,709.00	,,000,000	(i) (i) (i) (ii)	.,	0.00%
District Wide Revenue	0,00	51.99	664,200.34	31,877,94	6,642,373.00	6,610,495.06	0.48%
Dialitict value ingressue		31.33	001,200.01	(632,322.40)	4,4,4,4,4,4		57,533
RECREATION AND PARK REVENUE							
Public Fees	5510	16,659.27	244,032.88	237,446.62	610,177.00	372,730.38	38.91%
Certfication Income	5512						#DIV/01
Public Passes	5520	4,031.00	35,467,89	33,636.88	71,217.00	37,580.12	47 23%
Facility Rentals	5530	26,821.27	93,634.15	120,841.57	269,769.00	148,927.43	44.79%
Veteran's Field Rental	5531	1,763.50	2,835.25	2,566.75	12,000.00	9,433.25	21.39%
BMX Track Rental	5532	300.00	750,00	1,480.00	3,300.00	1,820.00	44.85%
RC Track Rental	5533	1	1,200.00	600.00	2,400.00	1,800.00	25.00%
Roller Hockey Rink Rental	5534	1		7,800.00		(7,800.00)	0.00%
Facility Cleaning Fee	5505	1				*	#DIV/01
Park Patrol Citations	5506	642.28	1,689.07	2,174,50	900.00	(1,274.50)	100.00%
Plan Check Fee	5507				100.00	100.00	0.00%
Dividends Pardec Prior Yrs	5460	11,477.00		11,477.00	14,200.00	2,723.00	80.82%
Cell Tower Income	5535	1,969.64	36,278-09	36,872.16	93,381.00	56,508.84	39.49%
Indemnity Income	5545				5,000.00	5,000.00	0.00%
Senior Dues	5550	162.00	624,00	869,00	1,800.00	931.00	48.28%
Senior Services Income	5515	65.00	1,380,00	1,770.00	2,200.00	430,00	80,45%
Activity Guide Income	5555		3,200.00	1,500.00	6,000.00	4,500.00	25.00%
Vending Commissions	5525	42,23	153.59	526.50	940.00	413.50	56.01%
Banner Income	5562				900.00	900.00	0.00%
Donations	5570	7,480.71	76,512.24	94,160.49	92,350.00	(1,810.49)	101.96%
Donations for CIP Projects	5571					*	#DIV/0!
Grant - NRPA	5572	- 1	75,000.00		-	-	#DIV/01
Other Misc. Income	5575	2,822,26	20,714.57	22,565.61	34,335.00	11,769.39	65.72%
Over/Under	5580	- 1	4.12		(96.00)	(96.00)	0.00%
Incentive Income	5585	14.37	10,256.59	2,939.19	17,075.00	14,135.81	17.21%
Reimbursement - ROPS	5600	425.00		425.00	136,000.00	135,575.00	0.31%
Other Interest Income	5310		1,335.90	1,474.77	5,573.00	4,098.23	26.46%
Recreation and Park Revenue		74,675.53	605,068.34	581,126.04	1,379,521.00	798,394.96	42.13%
TOTAL GENERAL FUND REVENUE		74,727.52	1,269,268.68	613,003.98	8,021,894.00	7,408,890.02	7.64%
		1		(656,264,70)			
GENERAL FUND EXPENDITURES			0.17.540.04	770 040 04	0.470.000.00	4 400 007 00	35.46%
Regular Wages	6100	156,497.99	817,543.31	770,818.04	2,173,806.00	1,402,987.96	23.99%
Overtime Wages	6101	1,263.39	4,533.02	4,117.95	17,162.00 689,336.00	13,044.05 434,911.80	36.91%
Part-Time Wages	6110	43,367.91	250,933.98	254,424.20	373,844.00	226,527.68	39.41%
Retirement	6120	37,850.63	195,218.96	147,316.32	4,100.00	3,423.90	16.49%
Part-Time 457 Pension	6121	135.22	676.10	676.10	283,043.00	162,242.18	42,68%
Employee Group Insurance	6130	23,250.78	124,461.21	120,800.82	98,228.00	45,946,30	53.22%
Worker's Compensation	6140	10,456.34	39,670.67	52,281.70	7,500.00	7,500.00	0.00%
Unemployment Insurance	6150	44 500 00	3,764.00	70 520 00		101,542.00	41.67%
PERS Unfunded Liability	6170	14,506.00		72,530.00	174,072.00	101,042.00	0.00%
Other Post Employee Benefit Exp	6161	287,328,26	1,436,801.25	1,422,965.13	3,821,091.00	2,398,125.87	37.24%
Personnel Expenditures		287,328.26	1,430,001.20	(13,836.12)	3,027,031.00	2,350,120.07	37 2470
			0 700 00	E 750 00	40 700 00	12 000 74	30 000/
Telephone	6210	1,118.14	6,722.02	5,753.26	18,792.00	13,038.74	30.62%
Internet Services	6220	427.00	2,711.84	2,435.00	10,488.00	8,053.00	23.22%
Pool Supplies	6310	423.44	3,277.55	6,841.80	15,000.00	8,158.20	45.61%
Janitorial Supplies	6320	1,201.90	21,890.41	18,883.48	46,100.00	27,216.52	40.96%
Kitchen Supplies	6330	85.06	194-25	126.04	1,395.00	1,268.96	9.04%
Food Supplies	6340	114.65	2,694.19	2,689.74	8,253.00	5,563.26	32.59%
Water Maint, & Service	6350	103.98	584.88	436.68	1,320.00	883.32	33.08%
Laundry/Wash Service	6360		104.75		350.00	350.00	0.00%
Janitorial Services	6370	1			3,000.00	3,000.00	0.00%
Medical Supplies	6380	and the second second	270.18	365.03	1,745.00	1,379.97	20,92%
Insurance - Liability	6410	8,395. 92	40,889.60	41,979.60	103,043.00	61,063.40	40.74%
Fuel	6510	2,713.51	19,713.01	14,009.87	48,000.00	33,990.13	29.19%
Vehicle Maintenance/Repair	6520	1,616.47	6,459.17	8,860.17	37,800.00	28,939.83	23.44%
Office Equipment & Repair	6530		(155.63)		1,175.00	1,175.00	0.00%
Computer EquipMaint./Repair	6540	200	3,825.34		5,248,00	5,248.00	0.00%
Bldg.Maintenance/Repair	6610	5,562.30	18,484.37	32,519.92	90,135.00	57,615.08	36.08%

		A	DOF UALLA	OURDELIE 1	DUBGET	BUDGET	N Of Building
	Account	Current Month November	PREVIOUS Year To Date	CURRENT Year To Date	BUDGET TOTAL	REMAINING	% Of Budget Used
		November	2015	2016	Adopted 7/1/15		42%
Bldg, Eqpt, Maint.Repair	6620	120.00	1,274.18	1,871.56	10,800.00	8,928.44	17.33%
Improvements/Maintenance	6630	251.42	3,375.00	2,201.36	24,500.00	22,298.64	8.99%
Incidental Costs-Assessment	6709	2,682,69	15,075.02 17,237,74	15,348.25 21,745.91	27,500.00 95,180.00	12,151.75 73,434.09	55.81% 22.85%
Grounds Maintenance Contracted Landscaping Services	6710 6720	30,805.42	137,020.93	133,929.54	395,900.00	261,970.46	33.83%
Contracted Pest Control	6730	50,000.42	701,07	100,020.01	2,000.00	2,000.00	0.00%
Rubbish & Refuse	6740	4,007.49	23,330.63	23,272.92	51,100.00	27,827.08	45.54%
Vandalism/Theft	6750	1082	4,578.82	4,784.70		(4,784.70)	#DIV/0!
Memberships & Dues	6810	311.50	7,286.46	1,308.50	12,272.00	10,965.50	10.65%
Office Supplies	6910	2,447.73	7,286.46	9,827.93 11,898.30	23,897.00 23,600.00	14,069.07 11,701.70	41.13% 50.42%
Postage/Freight & Express Mail	6920 6930	5,300.00 1,083.00	6,244.01 3,786.78	2,143.32	16,590.00	14,446.68	12.92%
Advertising Printing Charges	6940	291.62	5,015.98	3,744.44	17,516.00	13,771.56	21.36%
Bank & ActiveNet Charges	6950	2,038.90	22,468,38	21,776.61	38,020.00	16,243.39	57.28%
AppropRedev./Collection Fees (est)	6960	30,507.67	163,208.33	152,538,33	366,092.00	213,553.67	41.67%
Minor Furniture Fixtures & Equipment	6980		392.64	2,549.07	4,070.00	1,520.93	62.63%
Computer Hardware/Software	6990	202.95	24,370.54	217.94	18,852.00	18,634.06	1.16% 38.94%
Fingerprint Fees-HR	7010 7020	96.00	744.00 1,815.30	664.00	1,705.00 5,088.00	1,041.00 5,088.00	0.00%
Fire & Safety Inspection Fees Business Permit & License Fees	7030	1,435.97	1,971.83	1,768.61	4,825.00	3,056.39	36.66%
State License Fee	7040	220.00	512,50	220.00	5.0	(220.00)	0.00%
Legal Services	7110	1	5,129.00	11,855.67	73,815.00	61,959,33	16.06%
Typeset & Print Services	7115	36.93	11,433.31	11,929.15	50,700.00	38,770.85	23.53%
Instructor Services/Payment	7120	14,380.55	67,829.49	71,169.88 965.05	139,186.00	68,016.12	51.13% 77.27%
PERS Administrative Fees	7125 7130	103.28	442.85 4.600.00	5,500.00	1,249.00 10,950.00	283.95 5,450.00	50,23%
Audit Services Medical & Health Services-HR	7140	500.00	940.00	1,370.00	2,500.00	1,130.00	54,80%
Security Services	7150	724,26	1,364.68	2,315.52	4,586.00	2,270.48	50.49%
Entertainment Services	7160	150.00	700.00	556.79	1,950.00	1,393.21	28.55%
Business-Services	7180	3,094.05	20,496.87	26,418.31	72,268.00	45,849.69	36,56%
Umplre&Referee Services	7190	1	670.00	590.00 2.972.10	1,900.00	1,310.00 643.90	31.05% 82.19%
Publications & Subscriptions	7210 7310	1,741.12	770.85 5,666.96	10,772.03	3,616.00 31,360.00	20,587.97	34.35%
Rents & Leases-Equipment Building/Field Leases and Rentals	7320	1,741.12	75.00	5.00	8,628.00	8,623.00	0.06%
Aquatic Supplies	7410	(97.24)	259.90	630,81	1,910.00	1,279.19	33,03%
Classroom Supplies	7420	706.84	2,241.36	982.18	6,705.00	5,722.82	14.65%
Bingo Supplies	7430	132.52	3,063.34	2,822.56	7,500.00	4,677.44	37.63%
Sporting Goods	7440	282.44	3,709.56	2,599.71	10,029.00	7,429.29	25.92%
Art & Craft Supplies	7450	7.53	1,448.39 645.25	579.50	3,280.00 3,650.00	2,700.50 3,650.00	17.67% 0,00%
Training Supplies	7460 7470	1	045,25	447.51	700.00	252.49	63,93%
Camp Supplies Small Tools	7510	422.61	2,625.09	3,297.93	16,500.00	13,202.07	19.99%
Uniforms	7610	531.95	5,974.82	1,736.54	11,285.00	9,548.46	15.39%
Safety Clothing & Supplies	7620	47.88	3,322.38	3,173.75	8,415.00	5,241.25	37,72%
Conference & Seminars	7710	790.00	1,800.00	2,119.21	15,195.00	13,075.79	13.95%
Out of Town Travel	7720	836.07	1,652,72	2,675.94	16,784.00	14,108.06	15.94% 24.05%
Prívate Vehicle Mileage	7730	165.03	1,320.94 390.00	1,179.32	4,903.00 1,200.00	3,723,68 1,200.00	0.00%
Transportation Charges	7740 7750	7,436.42	3,104.18	11,774.72	19,320.00	7,545.28	60.95%
Special Events Tuition/Book Reimbursement	7760	7,400.42	0,104.10	161.00	165.00	4.00	97.58%
Gas	7810	1,079.22	5,891.99	4,758.01	29,693.00	24,934.99	16,02%
Water	7820	58,844.08	398,783.74	287,608.85	829,626.00	542,017.15	34.67%
Electricity	7830	15,054.10	114,410.92	83,943.00	264,450.00	180,507.00	31,74% 29.97%
Awards & Certificates	7910	930.99 688.66	7,419.76 1,144.50	5,392.64 1,038.40	17,995.00 2,800.00	12,602.36 1,761.60	37.09%
Meals & Entertainment Employee Morale	7920 7930	114.56	58.48	268.14	3,450.00	3,181.86	7,77%
Cost to Issue Side Fund Loan	6971	1,4.00	807.38		-,	·	#DIV/0!
Cost to Issue COP's	6970		4,135.28			*	#DIV/0!
Loan Payment Pension Obligation (est)	6160	18,747.75	91,500.00	93,738.75	224,973.00	131,234.25	41.87%
COP Debt - PV Fields (est)	7950	61,585.08	300,625.00	307,925.42	739,021.00	431,095.58	41.67% 36.23%
Service and Supply Expenditures		292,601.41	1,651,816.52	1,511,983.27 (139,833.25)	4,173,608.00	2,661,624.73	30.2376
Capital Expenditures	8400		24,101.45	. 1	454,000.00	454,000.00	0.00%
LWCF Grant	8401	1	22,676.25				
NRPA Grant	8402		60,564.25	1	25 000 00	26 000 00	0.00%
Equipment/Facility Replacement	8420		1,820.45		25,000.00	25,000.00	0.00% #DIV/0!
Parking Lot Repair-Assessment	6718 6719		2,626.00				#DIV/0!
Tree Care-Assessment Playground Replacement- Assess	6721		199.30	1			#DIV/01
Park Amenities- Assess	6722		1,329.84		1	•	#DIV/0!
Facility Replacement	6723						#DIV/0!
Capital Expenditures		:•0	113,317.54		479,000.00	479,000.00	0.00%
TOTAL GENERAL FUND EXPENDITURE	s i	579,929.67	3,201,935.31	2,934,948.40	8,473,699.00	5,538,750.60	34.64%

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT/AGENDA REPORT

TO:

BOARD OF DIRECTORS

FROM:

MARY OTTEN, GENERAL MANAGER

By: Lanny Binney, Recreation Supervisor

DATE:

January 6, 2016

SUBJECT:

CONSIDERATION AND APPROVAL OF

AGREEMENT BETWEEN THE DISTRICT AND

FREEDOM PARK ARENA

RECOMMENDATION

It is recommended that the Board consider and approve the Agreement between the District and Freedom Park Arena.

BACKGROUND

The agreement between the District and the former operator expired in July 2014. Since that time, the District has been renting the rink to outside groups for a variety of activities. In the fall of 2014 the District put out a Request for Proposals (RFP) to operate the roller hockey venue. After reviewing all proposals all were denied and staff went back to look at other options. In the spring of 2015 Ms. Patty Rogozinski approached the District about operating the roller hockey rink located at Freedom Park.

Since April 2015, staff has been working with Ms. Rogozinski trying to establish an adult hockey league back at Freedom Park Roller Hockey Arena. Ms. Rogozinski has been running open play hockey on Wednesday nights for the past seven months to generate both interest in hockey and to build league.

ANALYSIS

The Freedom Park Arena is currently operated by Patty Rogozinski who has experience coordinating, directing and executing roller hockey leagues. During her time with Roller Dome in Thousand Oaks, Ms. Rogozinski has contacts for hundreds of roller hockey players, referees and other support staff to help begin establishing hockey leagues within the Pleasant Valley Recreation and Park District boundaries and the surrounding service area. This agreement does not give the operator exclusive use of the arena, but allows the operator access to the rink to run roller hockey leagues for both youth and adults.

Staff and the operators of the Freedom Park Arena met, discussed and ultimately agreed on the contract language. The term for the agreement is for two (2) years with the option to extend the agreement for one more two year period. The language includes: responsibility to run both adult and youth hockey leagues, keeping the arena clean and safe from debris

and trash, providing a phone and computer at own expense, and responsibility for the operations of the office space. The Operator will have access to two (2) sheds and the Operator will be responsible for the upkeep during the time of the agreement.

It was agreed upon by both parties that the Operator may operate the facility up to one thousand and forty hours (1,040) for year one at a rate of \$10 per hour and for year two, the hours of operation would increase to one thousand, one hundred and forty-forty hours (1,144) at a rate of \$12 per hour. Any programs, special events, leagues or other use of the facility will result in an hourly rent at the Basic Rate of the facility per hour.

As part of the effort to address safety and liability concerns the District will need to address the roller hockey rink flooring. The surface is over 12 years old and is in need of a new surface. The cost of the floor would be approximately \$10,000. If the District were to move forward with this agreement the District would receive approximately \$10,400 in income from this contract. By replacing the floor it may also give the District other options for rentals as well as other revenue sources.

Both parties have reviewed the agreement. The agreement took into consideration all District policies and ordinances, including facility expectations and the operation of the league.

COMMITTEE REVIEW

No Committee Review.

FISCAL IMPACT

This contract would increase the revenue by approximately \$10,400. The cost of resurfacing the floor is expected to be about \$10,000. The first year of the contract would be a net effect of zero to the baseline of the Fiscal Year 15/16 budget.

RECOMMENDATION

It is recommended the Board consider and approve the Agreement between the District and Freedom Park Arena.

ATTACHMENT

1) Agreement between the District and Freedom Park Arena (16 pages)

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF FREEDOM PARK ROLLER HOCKEY ARENA AT FREEDOM PARK CAMARILLO

1. AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the Pleasant Valley Recreation and Park District, a special district ("District") and FREEDOM PARK ARENA ("Operator"), ("Freedom Park Arena"), concerning Operator's use and operation of a roller hockey arena at Freedom Park owned by the District.

2. RECITALS

- a. District has determined that it requires the following professional services from an operator for the District's Freedom Park roller hockey arena ("arena"): Services of a roller hockey company possessing specialized knowledge and experience in operating roller hockey leagues and other activities upon approval from the District.
- b. Operator represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Operator further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein, District and Operator agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services to be provided by Operator are as set forth in Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fee schedule and rates of compensation to be used by the parties are as set forth in Exhibit B and incorporated herein by this reference.

3.3	"Commencement Date":	_
3.4	"Expiration Date":	

4. TERM

The term of this Agreement shall be two (2) years with a two (2) year extension commencing at 12:00am on the Commencement Date, expiring at 11:59pm on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 16 ("Termination") below.

5. RESPONSIBILITIES OF DISTRICT

- 5.1 District shall assist Operator with advertising on website and local Camarillo Government Channel. An ad in the Activity Guide will be at Operator's expense at the given advertising rate for Community Service Groups and Contract Operators. Banners, flyers or other methods of advertising will be responsibility of Operator.
- 5.2 District will clean Dasher Boards one time per year, upon signature of this agreement.
- 5.3 District shall maintain services to the portable restroom on site at its expense.
- District shall install windscreen on west fence, north fence and short fence area from gate to entrance of arena, upon commencement of this agreement. Operator will be responsible for purchase of windscreen. Maintenance of the windscreen will be determined by District Park Staff during the term of the agreement.
- 5.5 District shall work with licensed contractor to be selected by the District to install new sport flooring surface for arena upon District approval of the budget.
- 5.6 District shall provide a sign on the arena providing a list of emergency numbers and warnings of the risk of physical nature of the activities that are played in arena.
- 5.7 District shall maintain and install all exterior light fixtures.
- 5.8 District shall maintain the grass and vegetation areas located inside and out of the facility.

6. COMPENSATION

- 6.1 Operator shall pay the District a rental fee (Facility Use Fee) for its use of the arena. As set forth in Exhibit B, Operator shall make payments to District the Facilities Use Fees on a quarterly basis. Payments shall be made before the 7th day of each calendar month of the quarter due starting on the Commencement Date.
- 6.2 District shall not compensate the Operator unless the District is utilizing the services of the Operator for conducting community recreation classes, as identified in the Scope of Services. Operator shall receive compensation from persons using the childcare/camp services Operator provides. All fees charged by Operator for childcare/camp services shall be subject to review by the District to ensure that the fee structure is benchmarked against industry standards and fair market value for goods and services.
- 6.3 District shall pay Operator for any additional services requested by District and not included in the Scope of Services. District shall make payments to Operator on a time-and-materials basis using Operator's standard fee schedule. Operator shall be entitled to increase the fees in its standard fee schedule at such time as it increases its fees for its clients and customers generally; provided, however, in no event shall Operator be entitled to increase fees for services rendered before the thirtieth (30th) day after Operator notifies District in writing of an increase

in the standard fee schedule. District shall pay fees for such additional services within sixty (60) days of the date after its receipt of an invoice from Operator for such services. District will need to receive a copy of the fee schedule prior to performing services. Prior to operation of any services, operator will provide District with a copy of a Fee Schedule for all leagues and programs set forth by the operator.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Operator in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. Operator may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Operator nor shall Operator claim any rights thereto.

8. RELATIONSHIP OF PARTIES

Operator is, and shall at all times remain as to District, a wholly independent contractor. Operator is not a joint venture with District and Operator shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Operator or any of Operator's employees or agents, except as set forth in this Agreement. Operator shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.

The intent of the parties is that Operator's use of the arena is not exclusive to Operator or independent of the District and that this Agreement does not create any possessory interest, taxable or otherwise, in Operator. The District may continue to use the arena in any way it deems appropriate. The intent of the parties is to cooperate with each other's usage of the arena, and schedule of usage, in a manner which is complementary and not conflicting.

9. INDEMNIFICATION

- 9.1 The parties agree that District, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to Operator's performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the District with the fullest protection possible under the law. Operator acknowledges that District would not enter into this Agreement in the absence of Operator's commitment to indemnify, defend and protect District as set forth herein.
- 9.2 To the fullest extent permitted by law, Operator shall indemnify, hold harmless and defend District, its officers, directors, agents, employees and volunteers from and against any and all claims, losses, damages, costs and expenses (collectively "liability") due to death or injury to any person and injury to any property arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Operator or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement or any failure to

comply with applicable laws, regulations, ordinances or permit conditions governing Operator's activities, except for such liability caused by the sole negligence or willful misconduct of District. Such costs and expenses shall include reasonable attorneys' fees in litigation, incurred by counsel of District's choice.

- 9.3 District shall have the right to offset against the amount of any compensation due Operator under this Agreement, any amount due District from Operator as a result of Operator's failure to indemnify or defend or pay District promptly any liability or claim arising under this Section 10, or related to Operator's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws or (iii) comply with all applicable laws, regulations, ordinances and permits in operation of the arena.
- 9.4 The obligations of Operator under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Operator expressly waives its statutory immunity under such statutes or laws as to District, its officers, directors, agents, employees and volunteers.
- 9.5 Operator agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Operator in the performance of this Agreement.
- 9.6 District does not, and shall not waive any rights that it may possess against Operator because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall survive the expiration or termination of this Agreement and shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

10. INSURANCE

- 10.1 During the term of this Agreement, Operator shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Operator's performance of this Agreement. Such insurance shall be in a form satisfactory to District and of the types and in the amounts as set forth below:
 - 10.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and including products and completed operations hazard, premises operations, contractual liability, broad form property damage (including completed operations), independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 10.1.2 Automobile Liability: With coverage limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage.

- 10.1.3 Employers' Liability/Worker's Compensation Insurance as required by the laws of the State of California.
- 10.1.4 If the Operator stores any equipment or materials on District property or within District facilities (e.g. a building, shed, field, etc.), Operator shall also provide evidence of renter's insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials so stored.
- 10.2 Operator shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 10.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A VII in the latest edition of Best's Insurance Guide.
- 10.4 Operator agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Operator's expense, the premium thereon.
- 10.5 At all times during the term of this Agreement, Operator shall provide to, and maintain on file with District's Administrative Services Manager or designee, endorsements showing that the aforesaid policies are in effect in the required amounts, naming the District and its officers, directors, employees, agents and volunteers as additional insureds, and incorporating the terms hereof. Operator shall, prior to commencement of services under this Agreement, file with District's Administrative Service's Manager, or designee with such endorsements, in a form satisfactory to District.
- 10.6 Operator shall provide proof that policies of insurance required herein which expire during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished to District at least two (2) weeks prior to the expiration of the coverages.
- 10.7 The General Liability Policy of Insurance required by this Agreement shall contain an endorsement naming District and its officers, directors, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to District. Operator agrees to require its insurer to modify the endorsement(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 10.8 The insurance provided by Operator shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, directors, employees, agents or volunteers, shall be in excess of Operator's insurance and shall not contribute with it.
- 10.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Operator, and Operator's employees, agents or subcontractors, from waiving the right of

subrogation prior to a loss. Operator hereby waives all rights of subrogation against the District. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Employers' Liability/Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by Operator, its officers, employees, servant's agents and subcontractors.

- 10.10 Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, Operator shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or Operator shall procure a bond guaranteeing payment of losses and expenses.
- 10.11 Procurement of insurance by Operator shall not be construed as a limitation of Operator's liability, or as performance of Operator's duties to indemnify, hold harmless and defend under Section 10 of this Agreement (which duties are independent from and in addition to the insurance requirements of this Section 11).

11. MUTUAL COOPERATION

- 11.1 District shall provide Operator with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Operator's services under this Agreement.
- 11.2 In the event any claim or action is brought against District relating to Operator's performance in connection with this Agreement, then in addition to any other obligations which Operator may have herein, Operator shall also render any reasonable assistance that District may require.

12. RECORDS AND INSPECTIONS

Operator shall maintain full and accurate records, including accounting records, with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

13. PERMITS AND APPROVALS

Operator shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Operator's and District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District:

Pleasant Valley Recreation & Park District Freedom Park Arena

1605 E. Burnley Street Camarillo, CA 93010 Attn: Lanny Binney

Recreation Supervisor

Telephone: (805) 482-1996 x 17

If to Operator:

Freedom Park Arena 1327 Calle Violeta Thousand Oaks, CA 91360 Mobile: (805) 660-0462

With courtesy copy to:

Anthony Trembley Musick Peeler & Garrett LLP 2801 Townsgate Road, Suite 200 Westlake Village, CA 91361 Telephone: (805) 418-3123

15. TERMINATION

15.1 During the term hereof, District shall have the right to terminate this Agreement without cause or penalty on sixty (60) calendar days' written notice to Operator. During the term hereof, Operator shall also have the right to terminate this Agreement without cause or penalty on sixty (60) calendar days' written notice to District. Operator agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.

16. ADDITIONAL PROVISIONS

- 16.1 Operator shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so without District's consent shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Operator
- 16.2 Operator in its performance hereunder shall comply with all applicable laws, regulations, ordinances, policies and permit conditions of public agencies (including the District) with jurisdiction thereof. Operator shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. Operator acknowledges its responsibility pursuant to Labor Code Section 3700 to procure and maintain Employers Liability/Workers Compensation insurance.
- 16.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there

be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 16.4 The waiver by District or Operator of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or Operator unless in writing.
- 16.5 Operator shall not be liable for any failure to perform if Operator presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Operator.
- 16.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.
- 16.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 16.8 This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any litigation arising out of this Agreement shall be in the County of Ventura, State of California.
- 16.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Operator with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by District and Operator.

- 16.10 The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to the presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.
- 16.11 This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.
- 16.12 The foregoing recitals are incorporated herein as if set forth in full.
- 16.13 The Operator at its expense shall provide documentation to District of a background check of all employees, volunteers and all persons possibly working with children and youth in the program.
- 16.14 Notwithstanding the provisions of Section 8, should it be deemed that Operator has a taxable possessory interest herein under California law, Operator shall be responsible for and shall pay any such possessory interest taxes, as well as any other applicable taxes or assessments related to the arena.
- 16.15 The District reserves the right to close the facility at any time due to emergency situations that may affect the health of the participants, operator, staff and any other persons associated with the activity.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"District"	"Operator"
Pleasant Valley Recreation & Park District	Freedom Park Arena
By: Mary Otten, General Manager	By: Patty Rogozinski, Operator
Date:	Date:
Attest:	
By:	
Leonore Young	
Administrative Services Manager	
Date:	
Date.	

EXHIBIT A SCOPE OF WORK

RESPONSIBILITIES OF FREEDOM PARK ARENA/OPERATOR

In fulfillment of Operator's obligations under this Agreement, Operator shall:

- A. Develop a safe, recreational hockey league for youth and adults in accordance with District ordinances and polices. A Calendar meeting with the District Sports Supervisor or designee, will be convened on a quarterly basis. From that, a league schedule will be developed with designated nights of league play, open play and special events. Operator will be responsible for referees, scorekeepers and other personnel needed for the leagues to operate.
- B. Operator will accept all registration fees.
- C. Operator will be responsible for marketing, promoting, advertising all leagues to all community members by providing the District with information to put on District website.
- D. Operator will hold regular communications and meetings with District providing league/event information regarding participant/team registration, staffing and volunteers, dates, times and hours of use in writing to District. Documentation such as receipts and/or expense reports should be accurately kept and shared upon request.
- E. Responsible for keeping Arena safe for play, including, but not limited to considering the safety of the participants in the event of inclement weather, natural disasters, and other matters that may be beyond the control of the District or Operator.
- F. Provide all team managers, and players with a copy of the Code of Conduct for the safety and protection of the league. Rules of the league shall be enforced and dealt with by the Operator.
- G. Responsible for accepting all league and event fees, keeping accurate records of revenue and expenses.
- H. Responsible for keeping arena clean and safe from dirt, debris and trash. Trash must be removed from premises. Rodent control will be the responsibility of the Operator.
- I. At its own expense, the Operator will provide their own phone, computer, e-mail address to provide to the DISTRICT, its customers, staff and/or volunteers.
- J. The Operator shall provide or use a method of moving the hockey goals off the floor for other events as needed.
- K. The portable building on the arena property (office) will be the responsibility of the Operator to keep clean, secured, and safe for use. All non-fixed furnishings in the office shall belong to Operator and must be removed upon the expiration date of this agreement.

K.1. Rental of the office is listed in Exhibit B.

K.2. Rental of the office may be waived in the second year if the following have been completed:

K.3. Pay for rent of office according to the Approved Fee Schedule in Exhibit B, or agree on future projects with the District.

L. Operator will have access to keys to open and secure the arena facility. District will provide Operator with two (2) keys to the facility. Names of the Operator's staff and phone numbers shall be provided to the Sports Supervisor or designees that have keys. If keys are lost, Operator will be responsible to re-key any or all buildings, shed or facilities in the hockey area.

M. Present an Annual Update to the Pleasant Valley Recreation and Park District Board of Directors. Must complete the Annual Update Form and Financial Statement and send to Sports Supervisor or designee. Operator must be present at assigned Board Meeting to present Annual Update.

N. Operator will have access to two sheds (collectively "shed") as designated by the District. Operator is responsible for the upkeep and condition of the shed. The shed shall be accepted as an as-is condition. Repair of the shed will be the responsibility of the Operator. In the event that a new shed (third shed) is being requested for purchase, Operator and District will agree to an amount of a new or used shed. The District will purchase fifty percent (50%) of the shed along with the Operator. The shed shall be the property of the District upon termination of the Agreement. The third shed will be available for rent to outside users by the District.

O. In the event the scoreboard controller needs replacing, the Operator and the District shall each be responsible for contributing 50% of the cost of the controller. The controller shall be the property of the District upon termination of the Agreement.

P. Extra services provided for the portable restroom will be at the expense of the Operator. This would include services outside of the normal service that would be paid for by the District.

Q. Hours of operation will follow the days of the week and hours as set below. Hours outside of the times below will result in rent at the regular basic rate as set in the District Fee Schedule.

Year 1:

Hours of Operation: Mondays 3pm-10pm Wednesdays 3-10pm Fridays: 4-10pm

The Operator may operate the facility up to one thousand and forty hours (1,040). Any programs, special events, leagues or other use of the facility will result in an hourly rent at the Basic Rate.

Year 2:

Hours of Operation: Mondays: 3-10pm Wednesdays 3pm-10pm, Friday 6pm-10pm, Sundays 4pm-8pm.

The Operator may operate the facility up to one thousand one hundred and forty-four hours (1,144) any programs, special events, leagues or other use of the facility will result in an hourly rent at the Basic Rate.

EXHIBIT B APPROVED FEE SCHEDULE

Year One (1) of Agreement: The Operator agrees to pay \$10 per hour for the hours set in Exhibit A, Section Q.

Year one (1) of Agreement will be billed on a quarterly basis at \$2,600 per quarter.

Year Two (2) of Agreement: The Operator agrees to pay \$12 per hour for the hours set in Exhibit A, Section Q.

Year Two (2) of Agreement: The operator agrees to pay \$3,432 per quarter. The hours scheduled will be billed to Operator on a quarterly basis. Payments shall be made before the 7th day of each calendar month of the quarter due starting on the Commencement date.

Operator will be charged Fifty (\$50) additional dollars for any payments received after the 7th day of the month.

Players in hockey league will be charged according to the Operator's Fee Schedule (Exhibit D to be attached).

Operator will not be charged for hours lost due to inclement weather.

Operator will be charged for hours not used due to forfeit, schedule conflicts, or other matters where rink was scheduled but not used in programming.

Office shall be rented at \$100 per month. Rent may be waived if continued office improvements are being made.

EXHIBIT C EXPECTATIONS AND QUALIFIERS

Hockey leagues for youths and adults shall be operated on a quarterly basis.

Off season/off day programming shall include hockey camps, birthday parties, skate nights, or other special events upon approval of the District Sports Supervisor or designee.

The arena shall be kept clean at all times. If the rink is to be found in a state that is not sufficient to the District's standards, the District shall notify the Operator immediately to have corrections made to the facility in a timely manner.

Hockey Floor surface to be maintained by Operator in a clean and safe manner during league play.

EXHIBIT D OPERATOR FEE SCHEDULE

Adult League Hockey Fees per season: \$155 per player

One pre-season game

8 game season plus 2 to 3 playoff games as needed

Youth league Hockey fees per season: \$198 per player

One pre-season game

8 game season plus 2 to 3 playoff games as needed

Youth get two (2) free one hour practices

Coaches can schedule extra practices for an hour at \$50 each practice

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO:

BOARD OF DIRECTORS

FROM:

MARY OTTEN, GENERAL MANAGER

By: Michele Kostenuik, Administrative Analyst

DATE:

January 6, 2016

SUBJECT:

BOARD MEMBER COMMITTEE ASSIGNMENTS FOR

2016

RECOMMENDATION

The Board Chairperson will present committee assignments for calendar year 2016.

BACKGROUND

At the beginning of every calendar year the newly elected Board Chairperson assigns Board Members to the six standing committees, ad hoc committees (none currently) for short term projects, and three outside agency committees which support the District's interests. Two Board Members and one alternate are assigned to the regular standing committees and one Board Member is assigned to outside agency committees.

Standing Committees:

- Finance
- Foundation
- Liaison
- Long Range Planning
- Personnel
- Policy

Outside Committees:

- Santa Monica Mountains Conservancy
- Ventura County Special District Association (VCSDA)
- California Special District Association (CSDA)

RECOMMENDATION

The Board Chairperson will present committee assignments for calendar year 2016.

ATTACHMENTS

1) Board Committee Assignment Sheet (1 page)

PLEASANT VALLEY RECREATION AND PARK DISTRICT 2016 BOARD COMMITTEE ASSIGNMENTS

Standing Committees	
Finance:	- Alternate:
Foundation:	, Alternate:
Liaison:	, Alternate:
Long Range:	, Alternate:
Planning	
Personnel:	, Alternate:
Policy:	Alternate:
Ad Hoc Committees None	
Outside Committees	
SMMC:	
VCSDA:	
CSDA.	

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 6, 2016

SUBJECT: BOARD RETREAT DATE

RECOMMENDATION

It is recommended that the Board discuss and provide direction to staff on scheduling a date, time, and location for a Board Retreat.

BACKGROUND

For the past four years the Board has met during the month of January to conduct an annual retreat. The retreat provides an opportunity for the Board to establish goals for the coming fiscal year. This direction assists staff in the preparation of the annual budget. Meetings in the past have taken place on weekday evenings and/or on the weekend.

ANALYSIS

The retreat is significant in that it lays the foundation for the development of the annual budget. Based on the established goals, staff then proceeds with the budgeting process. As an alternative to the retreat the Board has used this time as a training session as well as a time to discuss an updated District Strategic Plan.

The training session could be conducted by a CSDA trainer (generally a former General Manager or Board of Directors) with the intent of providing information on being an effective Board member, the Brown Act, Board meeting protocol, ethics and communication.

It is anticipated that the retreat be either a weekday evening or a weekend for approximately two to three hours depending on the direction of the meeting or training. Should the Board agree, the Clerk of the Board will survey the Board members for the best available date during the month of January.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended the Board provide direction to staff on scheduling a date, time and location for a Board Retreat.

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

- A. Chairman Mishler
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees Finance and Personnel
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report