Pleasant Valley Recreation and Park District
Community Service Organization Agreement

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

INTRODUCTION

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

TERM

The term of this agreement shall be for a ~~three~~ four and half ~~-~~(4 ½ ~~3~~) year ~~agreement~~ starting January 1, ~~2024~~2027, and ending ~~December~~ June ~~31~~30, ~~2026~~2031. At any time should the nature or scope of the Community Service Organization change, or the President or designee change, the Community Service Organization Agreement shall remain in full force and effect for the duration of the term. The new President must set up a meeting with the District's Recreation Manager or designee within the first 30-days of office and sign an acknowledgment that they have received and agree to abide by the Agreement and district policies.

The District ~~reserves the right to~~ may immediately terminate or suspend this A~~a~~greement without notice if the CSO or any of its parties: (i) ~~upon~~ violat~~ion of~~ any federal, state or local law including allegations of child abuse or neglect, (ii)~~,~~ breaches of the terms of this Agreement, (iii) is alleged to have acted in secual impropriety, or the CSO files for bankruptcy or insolvency. ~~of CSO, allegations of child abuse, neglect, or sexual impropriety. District may immediately suspend or terminate this Agreement.~~

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Upon receiving a notice of suspension, the CSO must ~~cure~~ correct the violation ~~as stated~~ within 30 days, or within the timeframe specified by the General Manager or designee. ~~within 30 days with exception to~~This requirement does not apply to any allegations of child abuse, neglect, or sexual impropriety, which may result in immediate suspension or termination unless the notice specifies otherwise.

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During the suspension of this A~~a~~greement, the CSO could be liable to the District for ~~additional~~ fees in accordance with the District's Master fee Schedule until the suspension is lifted, or a final decision is reached. Whether~~If~~ a ~~the~~ suspension becomes ~~ultimately results in~~ a termination, ~~it must be presented to the~~ is a decision made by the District's B~~b~~oard ~~for a final termination decision~~. Upon termination or the expiration of this ~~agreement~~Agreement, any external user groups ~~previously~~ operating under the CSO's use of District property must obtain prior approval from the District to access or continue using District property.

~~The CSO, after the~~Upon completion ~~of the term of this Agreement,~~ or ~~upon~~ termination of this Agreement, the CSO shall leave all ~~District-owned~~District-owned equipment and~~or~~ property in its original working condition, and shall restore all real property to

the condition that existed prior to the CSO's use, ~~its prior condition,~~ other than~~except to leave allfor~~ permanent fixtures ~~that may have been~~approved and installed on ~~any~~ District property. Failure to complete all required repairs, restoration, or removal of CSO property may result in additional fees and costs to the CSO.

RENEWAL OF AGREEMENT~~ANNUAL REQUIRED SUBMITTALS~~

This Agreement shall expire on the expiration date stated herein and shall not be extended, renewed, or continued beyond such date. Any continued use of District Property following expiration of this Agreement shall require a new CSO Agreement, executed by all required parties, prior to such use. ~~Annual submittals will be reviewed by District staff and may be used to determine whether the CSO remains eligible for renewal. The following documents must be submitted annually: After the completion of the initial term of the agreement, the CSO may submit a request to renew the agreement for an additional 3-year term no later than ninety (90) days prior to the end of the current agreement. Renewal requests may be granted at the sole discretion of the District Board. Requests for renewal must include the following:~~

~~1. Current Year Annual Update Form~~
~~2. Most recent IRS Form 990 (must be from the most recent fiscal year)~~
~~Current approved Bylaws~~
~~Insurance Documents~~
~~3.~~

FIELD/FACILITY USE

1. The CSO understands that all field/facility reservations are solely for the sport fields/facilities during practice, games, and tournaments/events. Games shall be played at assigned fields/facilities per the Field Facility Allocation and Use (FFAU) process. Additional tournaments, events or post season practice and play need to be proposed during the FFAU process and approved, in writing, by the District. CSO's will be allowed reserved use of District facilities, as outlined in Attachment A - FFAU Schedule. The FFAU must be received by District Staff within the FFAU Schedule to reserve a sports complex or park for tournaments, games, practices, meets, matches and/or special events. Facilities and fields may be closed for rest and renovation at various times throughout the year. Such closures will be announced during the FFAU Process and can be seen in Attachment B - Approximate Field/Facility Closure Dates.

2. It is mandatory that Field/Facility Coordinators, the President, Vice-President and/or any other significant/essential members of the CSO complete the FFAU by the District assigned due date ~~in order~~ to allow District to plan for the use of the facilities for the upcoming season/year. Failure to complete the FFAU Process by the assigned due date may result in loss of field/facility space.

   a. FFAU reservations will only be accepted if the FFAU packet is complete ~~with~~ and after payment of the non-refundable processing fee.
   b. If the FFAU is not received by the District by the assigned deadline, the following will apply:

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i. Late Submission: The organization ~~late the District~~ will be charged $25 per business day that the FFAU is late.

ii. ~~On the~~ 5th ~~business~~ Business ~~day~~Day~~,~~: If the FFAU has not been received by the fifth business day after the deadline, the District will issue a ~~"drop dead" letter informing~~notice advising the organization that they will forfeit their field priority status for the current FFAU period if the completed FFAU is not received by the tenth day after it was due.

~~b.~~ Tenth Business Day: If the completed FFAU has not been received by the tenth business day after the deadline, the organization will forfeit its field priority status for the current FFAU period. ~~should the District not receive their FFAU by the 10th business day (2 weeks late).~~

c. If the CSO ~~chooses~~ desires to make any alterations to the approved FFAU:

i. The CSO may add or alter the facility:

1. Ten days prior to the effective date: If the District can accommodate the request, the CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1 of this agreement.
2. Nine or less days prior to the date: If the District can accommodate, CSO will be charged CSO charge rate listed in Reservation Fees Section 1 of this agreement~~at the Approved Fee Schedule Class 1 rate~~ and charged a $25 administrative change fee.

ii. The CSO may remove a facility from its FFAU as follows:

1. ~~Ten~~ 30 days prior to the date: ~~If the District can accommodate,~~ D~~d~~ates/times will be removed and the CSO will not be charged.
2. ~~Nine or less~~Less than 30 days prior to the date: Changes will not be made, and CSO will be charged at the District approved CSO charge rate listed in Reservation Fees Section 1, of this Agreement.

3. The District ~~reserves the right to~~ may cancel or suspend facility or field use permits for games, practices, and other uses whenever ~~field/facility~~ conditions could result in injury to players or damage to ~~the fields/facility~~District property. Permits may also be cancelled when the health and safety of participants are threatened by actual or anticipated conditions, ~~due to impending conditions,~~ including but not limited to: heavy rains, muddy conditions, smog or air-quality alerts, extreme heat, fire, emergency situations, and high winds, ~~or~~ pesticide application, or other conditions determined by the District to pose a health, safety, or property risk.

4. All games and practices ~~shall~~ will take place between the hours of 8:00AM and 10:00PM, unless approved in advance ~~and~~ in writing by ~~District~~ District's General Manager or designee. ~~with prior written approval.~~ Additional fees may apply to requests for use outside of ~~these~~such hours, including fees for staffing, facility access, or other District services.

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5. Tournaments take precedence over practice and league play in terms of playability during the winter period (November 1 through March 15) as outlined in the District Ssports Tturf ppolicy. League play takes precedence over practice.

6. CSO's are required to hold an annual training with coaches, and volunteers to review and enforce the District's Sports Turf Policy and Field Lining process per space usage.

7. The CSO agrees to must clean up debris/trash in and around the reserved facility on a daily basisdaily. District shall charge the CSO the approved fee(s) per the District Master fFee sSchedule hourly rate for a District staff or designee to clean up debris found to be over and above normal usage.

8. The District shall prepare rented space as follows per CSO space usage:
   a. All fields into playable condition for tournaments and/or seasonal play.
   b. The Aquatic Center will meets swimmable conditions for practices/meets.
   c. Gymnasiums are with use is provided in a partnership with Pleasant Valley School District (PVSD). and if The CSO sees will report any facility any issues or concerns identified during its reserved use to the District. during the reserved time , the The District will work coordinate with PVSD, as appropriate, to address the issue.

9. The CSO shall be responsible for: limited field preparation, including, but not limited to; dragging, watering, field lining, etc., for the duration of this agreement, unless otherwise specified in writing.

10. Any additional field/facility maintenance issues requested by the CSO, which may includeincluding, but may not be limited to, field renovations, soil additions, portable fences, storage areas, mowing, fence repair, moving or relocation of District property, etc. must be submitted in writing to the District's General Manager with a minimum of aat least 60-day days in advance. notice, to the District's General Manager. The CSO will be responsible for the all costs associated with the approved request, for including materials, and District sStaff or designee time, and/or the entire cost of an outside vendor to perform any requestservices.

11. Alterations to Facility.

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

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

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

Prior to beginning any ~~such~~ work, the CSO ~~shall~~ must submit ~~to the District for review~~ plans, specifications and drawings detailing the proposed alterations or improvements for District review and written approval. ~~work/project.~~ The plans, specifications and drawings shall be submitted in a form satisfactory to the District staff. The District, in its sole discretion, may require the CSO to make changes to the plans, specifications or drawings as a condition of approval. ~~Although the District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, the~~ The District review or approval does not create any ~~shall bear no~~ liability or responsibility ~~whatever~~ for the plans, specifications ~~or~~, drawings or work. The CSO must indemnify and hold the District harmless from any claims arising from the alterations or improvements, including claims related to the payment of prevailing wages. ~~The CSO expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.~~

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

12. No oversized ~~or~~ vehicle, personal vehicle, vendor vehicle(s), trailer(s), equipment, or other vehicle(s) ~~shall~~ may be driven ~~or~~, parked or placed on District fields without the express written prior ~~consent~~ approval of the District General Manager or designee. Any use of golf carts in connection with the CSO's use of District Property, must be approved in advance by the District's General Manager or designee. Golf carts may be operated only by individuals who are at least eighteen (18) years of age and hold a valid driver's license. The CSO is responsible for ensuring the proper and safe operation of all golf carts used in connection with its use of District Property, and shall be responsible for any damage, injury, or loss arising from such use to the extent caused by the CSO or its participants, guests,

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employees, contractors, or agents. All golf carts used by the CSO in connection with its use of the Facility must be covered by the CSO's applicable insurance and identified or included as applicable under the CSO's Certificate of Insurance (COI).

13. District facilities are intended for use by the entire community and although the CSO is being granted reserved use of designated facilities for practices and games, it must be understood that cooperative use of District facilities by the CSO, District Sponsored Programs and the community is expected.

14. At no time shall the CSO sublet District property for any reason to include monetary gain, or use for bargaining, trade for services, or other agreements with any Organization, Business, sports groups, agencies, or teams. Any participants or teams not registered for the current season with the CSO wishing to use field/facility space must reserve space only through the District's rental process.

15. A CSO that operates a Snack Bar shall comply with Attachment K – Snack Bar Agreement. While a District-approved CSO is operating a Snack Bar at a District facility, no outside food vendors may operate at that facility unless otherwise approved in writing by the District General Manager or designee. If an outside food vendor is approved, the vendor may not sell or serve food or beverages that are already being offered by the CSO-operated Snack Bar, or items that are substantially similar to those offered by the Snack Bar, unless otherwise approved in writing by the District General Manager or designee.

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16. CSO's may reserve District classrooms or facilities with no charge at the following locations: Pleasant Valley Fields East Meeting Room and Skyway Room at Freedom Park. Reservations taking place at a different location will be charged at either the Class 1 Rate (CSO Rate) or the Class 2 Rate (Non-Profit Rate) as outlined in the District's Fee Schedule. These reservations will follow the District's General Use and District's Ordinance 8 outlined processes.

INSURANCE AND INDEMNIFICATION

1. Liability Insurance: CSO shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance. Evidence of Coverage requirements provided in Attachment "M" – Liability Insurance Requirements

a) **Commercial General Liability Insurance:** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, covering CGL on an "occurrence" basis, including products and completed operations. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate and no less than $4,000,000 for products/completed operations aggregate.

b) **Automotive Insurance:** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000 per accident,

combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

e) **Additional Insured:** The District, it's directors, officers, agents, employees and volunteers (collectively, "District Parties") shall be included as additional insureds on the Commercial General Liability policy by endorsement. The additional insured endorsement shall specifically schedule Pleasant Valley Recreation and Park District and shall provide coverage at least as broad as ISO Forms CG 20 10 and CG 2037, or equivalent forms acceptable to the District.

f) **Waiver of Subrogation:** The CSO's General Liability and Workers Compensation policies are to be endorsed to waive all rights of subrogation against Pleasant Valley Recreation and Park District. The CSO's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 044 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

~~d)~~g) **Primary and Noncontributory:** Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects to the District, its Directors, Officers, Agents, Volunteers and Employees shall be excess of the CSO's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

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

The District, ~~its officers, officials, employees, and volunteers~~it's Directors, Officers, Agents, Volunteers and Employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. Renter's Insurance: If the CSO stores equipment or materials on District property or within District facilities, the CSO shall provide evidence of renter's insurance to the District evidencing coverage in an amount not less than the replacement value of the equipment/materials ~~so~~ stored. The District is not responsible for any damage or theft of any ~~CSO owned~~CSO-owned property stored on District property.

Storage areas are listed per CSO:

1. PV Fields Storage middle and east (AYSO)
2. PV Fields Storage middle and west (Eagles)
3. Bob Kildee Park six (6) Storage Containers and area in Aquatic Center (CPBA)
4. Freedom Park Sheds – two (2) by Field 2 and Field 4, one (1) by Field 1, Field 4 and Field 6 (CPBA)
5. Liberty Building (CPBA)
6. Mission Oaks Park Storage near Field 1 (CGSA)
7. Aquatic Center Office and Storage Room (PVST)

3. Indemnification: The CSO shall indemnify, defend, and hold harmless the District, its directors, officers, agents, employees, and volunteers from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CSO's use or occupancy of a facility or property controlled by the District unless solely caused by the gross negligence or willful misconduct of the District, its directors, officers, agents, employees, or volunteers.~~By giving the consent set forth herein, CSO shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents ("District Parties") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CSO's use or occupancy of property controlled by the District, unless such claims are solely caused by the gross negligence or willful misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement to the District and the District's Parties for all legal expenses and costs incurred by each of them. CSO's obligation shall~~

~~not be restricted to insurance or self insurance proceeds, if any, received by the District or the District's Parties. Notwithstanding the foregoing, if a court of competent jurisdiction has determined in a final adjudication that the District was jointly and severally liable, District shall reimburse CSO for attorneys' fees and costs incurred as part of the defense in proportion to District's allocation of fault and also contribute in the same proportion to the satisfaction of any judgment.~~

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

Commented [AB6]: It was recommended to replace the first paragraph of the Indemnification with the one on the Facility Use Agreement. As is now, the language discusses that the District shall reimburse CSO for attorney fee's and cost. Per Kirk, the District should not be agreeing to any attorney fees or costs. With approval, I can swap this paragraph.

SAFETY & SECURITY

1. The CSO must complete a monthly Accident/Incident report log (Attachment G) ~~for~~ identifying ~~any~~each minor accident or injury involving participants, spectators, volunteers, umpires, referees, or paid staff ~~that has a minor accident or injury during~~ in connection with the CSO's reserved ~~times~~ use. Any accident or injury ~~which requires~~ requiring medical attention, or hospitalization, etc. ~~should~~must ~~be~~ reported to the District within 24 hours. The CSO must provide the District with a copy of the completed Accident/Incident ~~For~~ for any accident~~s~~ or incident that may ~~reflect~~ result in a~~ny~~ claim~~s~~ against the District, or ~~if there is any facility~~involves damage to District property ~~resulting from an accident, the District requires a copy of the completed form~~ within 72 hours of ~~the accident/incident of~~ when the CSO is first ~~alerted~~notified of the incident.

2. Community Service Organization CSO agrees to notify District of any facility damage, repairs needed, vandalism, suspicious activity, etc., within 24 hours. Emergency issues may be called in to the District and followed up in writing.

3. Concession sales by outside vendors or proprietors on any park facility hosted by the CSO, or other sub-contractor, must be approved in advance by the District's General Manager or designee and must comply with all District requirements and/or policies. Concessions must meet all District, City of Camarillo**,** and Ventura County Health Department licensing, liability, and safety codes. Vendors with electrical cords must have them covered. Vendors with generators must be placed on non-flammable protective surfacing to contain all spills and also protect from damaging District property. Turf tarps for vendors must comply with the Turf Policy (prior written approval six (6) weeks in advance and made of breathable material).

4. CSO's shall develop and implement an Inclement Weather, Emergency Action, and Heat Illness Prevention Plan (Attachment H) that gives directions to CSO officials, parents, umpires, and players what to do during a storm, natural disaster or situation that may put some or all individuals in harm's way. These documents shall be given to the District on an annual basis and/or each time this agreement is renewed as a reference to have on file.

5. CSO shall comply and ensure all participants comply with AB 2007 which requires "[a] youth sports organization that elects to offer an athletic program" to comply with all of the following in Attachment I – AB 2007 Concussions and other head

injuries. A letter must be submitted each year to the District reflecting that the CSO has complied.

6. CSO shall comply and ensure all participants comply with AB1 which provides that "(1) Youth football's highest priority is the safety and well-being of its participants. California children must have the right to be protected with safe youth football standards and practices empowering parents to make informed choices regarding the elected activities of their children." Compliance must be submitted each year to the District reflecting that the CSO has complied. Reference Attachment J – AB1 AB 1, Cooper. Youth athletics: California Youth Football Act.

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

8. The CSO must comply with the requirements of AB 1467 (2023) as amended by AB 310 (2025), and AB 387 (2026), the Nevaeh Youth Sports Safety Act~~, effective January 1, 2028~~. This bill requires each youth sports organization that offers an athletic program to ensure that:

(a) commencing January 1, 2027, its coaches are certified (and recertified at least every two years) to perform cardiopulmonary resuscitation and operate an AED and the organization must maintain a written cardiac emergency response plan that is reviewed and resubmitted annually to the District. (Health & Safety Code Section 124238.5); and

~~7.~~ (b) commencing January 1, 2028 athletes have access to an automated external defibrillator (AED) during all official practices and matches and that the AED is properly maintained. (Health & Safety Code Section 124238.5) ~~A youth sports organization that offers an athletic program must ensure that athletes have access to an automated external defibrillator (AED) during all official practices and matches. The organization must ensure that its coaches are certified and recertified at least every two years to perform cardiopulmonary resuscitation and operate an AED.~~

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COACHES AND VOLUNTEERS

CSO's must ensure all administrators, employees and regular volunteers have completed training in child abuse and neglect identification and reporting and completed all fingerprinting and/or perform adequate background screening required pursuant to Business and Professions Code Section18975. The CSO shall provide the District with a letter on an annual basis stating they are in compliance with the foregoing and describing the screening process used (for example, LiveScan)

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

RESERVATION FEES

1. The CSO agrees to pay:
    a. _____per hour of facility/field use for January 1, 2027-June 30, 2027 ~~July 1, 2023, to June 30, 2024.~~
    b. ____ per hour of facility/field use for July 1, 2027-June 30, 2028~~July 1, 2024, to June 30, 2025.~~
    ~~c.~~ _____ per hour of facility/field use for July 1, 2028-June 30, 2029 ~~July 1, 2025, to June 30, 2026.~~
    c. _____ per hour of facility/field use for July 1, 2029-June 30, 2030
    d. _____ per hour of facility/field use for July 1, 2030-June 30, 2031

    ~~d.~~e. _____Other District Fees ~~as applicable~~may apply ~~include~~ including, but not limited to, Staffing, Sport Lighting, Janitorial Services, Storage area ~~fees~~, FFAU processing, reservations not on approved facility/field, and any other late or reservation fees outlined in the FFAU procedure established by the District. The District reserves the right to establish, modify, or adjust fees at any time and will provide the CSO with as much advance notice as reasonably possible.

2. All fees are due within 30 days of receiving the invoice from the District.
    a. If not received by 45 days a late fee per District Fee Schedule will be applied. In addition, an additional late fee will be applied for every month thereafter that payment remains outstanding. It may also result in loss of field/facility privileges.

3. A fee will be required per the District's Fee Schedule, to open or close a District facility outside of business hours, before 6:00 ~~am~~AM and after 10:00 ~~pm~~PM.
4. A fee of $1 will be assessed annually for use of the Snack Bar.

5. A request to use the lights will be scheduled and billed based on the CSO's approved FFAU. Changes to light requests must be requested a minimum of 7 days in advance.

~~3.~~

~~4.~~6. _____These fees will be reviewed annually (or as directed by the Board) and are subject to increases per the District Approve Fee Schedule.

~~5. CSO's with a snack bar agreement will comply with and refer to Attachment K Snack Bar Agreement.~~

ADVERTISING

1. CSO's receive a complimentary 1/12 page size ad in the District's Activity Guide. If they would like to place a larger ad, they may purchase it per the fee outlined on the District's website.

2. The CSO shall not erect any advertising signage, sponsor banners, etc. on District property without express written permission of the District. All advertising signage shall be consistent with District guidelines, ordinances, and policies as well as the City of Camarillo's Codes and Ordinances. If approved, CSO's shall provide the District with a proof of the signage and installation/removal dates.

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PROGRAMMING

1. The CSO shall provide the District with a FFAU which should contain the entire season's practices, games, and tournament schedule**.** Re-scheduled games need to be submitted in writing to the District. Any changes or additions submitted less than 10 days' notice, may result in additional costs as outlined under the Field/Facility Use section of this agreement.

2. Field/Facility Coordinators, Coaches, the President and/or any other significant/essential members of the CSO's must meet with District staff during the FFAU process to review facility issues and processes. CSO's shall restore each facility utilized during the season back to an acceptable condition and agrees to reimburse the District for facility damage that is a direct result of that CSO's facility use.

~~2.~~

3.

ADMINISTRATIVE

Annual submittals will be reviewed by District staff and may be used to determine whether the CSO remains eligible for ~~renewal~~use of District fields/facilities. The following documents must be submitted annually:

1. Current Year Annual Update Form
2. Most recent IRS Form 990 (must be from the most recent fiscal year)
3. ~~Current~~Any changes to approved Bylaws
4. General Liability and Renter's Insurance Documents
5. Inclement Weather, Emergency Action, and Heat Illness Prevention Plan
6. Applicable Health Department Permits (if operating a Snack Bar)
7. Letter of Compliance with:
    a. AB 2007 (Concussion Training)
    b. AB 1 (California Youth Football Act- *if applicable*)
    c. Business and Professions Code Section18975 (Background checks)
    AB 387 Health & Safety Code Section 124238.5 (AED Access & Training)

~~1.~~ CSO's shall provide an Annual Update Sheet, Tax Form 990 and Organization Bylaws to the District as part of the packet for the annual review by the District. Each p~~P~~acket should be complete, accurate, and provide transparency for the public and is due to the District by **September 1st** of each year.

~~2.~~ If a completed packet~~s~~ is ~~are~~ not received by the District by September 30th, this Agreement may be suspended until all documentation has been received and approved.

~~3.~~ Each CSO~~'s~~ ~~are~~is required to pay for sport fields, parks and sports lighting per the approved District Fee Schedule and applicable staffing fees should any be incurred. Each CSO~~'s~~ shall be responsible for all costs associated with the use of facilities not owned by the District such as: Pleasant Valley School District, Oxnard Union High School District, etc. Light schedules shall be submitted to District Staff on a weekly basis by the CSO.

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4. Each CSO's shall submit a copy of non-profit status, or tax filing status, such as ESCORP, LLC, etc. to District staff upon renewal of this agreement.

5. Any items not specifically mentioned will be governed by Ordinance 8, the General Use Policy and/or other District Policies.

6. **Use of photographs and video.** The CSO consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. If photographs/videos are taken of person(s) a District Photography waiver will be provided to be signed before a photograph/video are used in District promotional materials. The District still reserves the right to take photographs/videos where person(s) identity/likeness is unrecognizable without a waiver. The CSO waives any right to review or approve the finished product or the use to which it may be applied.

7. **Relationship of Parties:** The relationship of the CSO to the District under this Agreement will be that of an independent agency using District property for the operation of CSO's agreed use of the facility. The CSO will have no right to obligate the District in any manner whatsoever. The CSO is and will be responsible for performance of the obligations assumed by the CSO under this Agreement. All personnel employed in connection with CSO's use and operation of the Facility will be employees or independent contractors of CSO, and they will have no employment relationship with District. The CSO will be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. The CSO will be solely responsible for establishing policies and procedures within the organization's by-laws relating to the employment of such personnel.

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

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

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of the CSO.

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

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

~~8.~~ **Alcohol and Drugs.** At no time shall CSO or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco, or drugs on property of District.

~~9.~~ **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth.

~~10.~~ **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.

~~11.~~ **Property Accepted As-Is; Indemnification.** THE CSO ACCEPTS RESPONSIBILITY FOR ALL APPLICABLE CONDITIONS, AS WELL AS ALL DISTRICT RULES AND REGULATIONS INCLUDING THOSE NOT LISTED IN THIS AGREEMENT. THE CSO ASSUMES ALL RISK FOR LOSS, DAMAGE, LIABILITY, INJURY, COST OR EXPENSE THAT MAY ARISE DURING, OR BE CAUSED IN ANY WAY BY SUCH USE OR OCCUPANCY OF DISTRICT FACILITIES OTHER THAN AN INJURY CAUSED BY DISTRICT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR STATUTORY VIOLATION.~~.~~

~~12.~~ CSO SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE DEFEND (BY COUNSEL ACCEPTABLE TO DISTRICT) AND HOLD THE DISTRICT, IT'S DIRECTOR'S, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, CLAIMS AND LIABILITY FOR DAMAGES AND/OR INJURIES TO PERSONS AND PROPERTY, INCLUDING INJURY TO ORGANIZATION'S PARTICIPANTS OR DAMAGE TO ORGANIZATION'S PROPERTY THAT IN ANY WAY ARISE FROM OR ARE CAUSED BY CSO USE OR OCCUPANCY OF DISTRICT FACILITIES.

~~13.~~ **Attachments**:

A. FFAU Schedule
B. Field Closure Dates (approximate dates)
C. Field Facility Allocation and Use Process
D. Field Lining Procedure
E. Alterations to District Facilities

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F. Facility Use Agreement
G. Incident/Accident Report Log
H. Emergency Action Plan, Heat Illness Prevention Plan, and Inclement Weather Plan
I. AB2007 Concussion or other head injuries
J. AB 1 California Football Act
K. Snack Bar Agreement
L. Penal Code Sections 11165.7 and 11166
M. Liability Insurance Requirements
~~**M.**~~**N.** AB 387 Health & Safety Code Section 124238.5

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~~(Signatures Continue on last page after Attachments)~~

In witness whereof, District and Operator have executed this Agreement on

(date) at Camarillo, California.

"District":
Pleasant Valley Recreation and Park District,
a California Special District

By:
Its: General Manager
Date:

ATTEST:

"CSO"
Community Service Organization Title:

(Signature)

By (Name):
Its (Title):
Date:

(Signature)

By (Name):
Its (Title):
Date:

Organization Address:

(Street) (City) (Zip)

ATTACHMENT A
FFAU TIMELINE

		Step 1		Step 2	Step 3	Step 4		Step 5	Step 6	Step 7
Dates of Reservations	**PVRPD Notifies User groups of Blackout Dates for Spring/Fall Season**	**Initial Allocation Request Process Opens**	**Initial Allocation Request Process Closes**	**Initial Allocation Request ProcessingTime/User Groups Notification of Allocation**	**User Group Allocation Meetings/Notification of Remaining Field/Facility Availability**	**Secondary Allocation Request Process Opens (optional User Group Discretion)**	**Secondary Allocation Request Process Closes**	**Secondary Allocation Request Processing Time/User groups Notification of Allocation**	**User group Allocation Meetings (optional User Group Discretion)**	**User group Appeal of Allocation Decisions (Optional)**
Spring Season (Jan 1 - Jun 30)	2nd Week in May	June 1 @8:00am	Last Friday in June @5pm	1st week in July	2nd Week in July	3rd Monday in July @ 8:00am	3rd Friday in July @5:00pm	4th Week in July	Last week in July	Anytime User Group Discretion
Fall Season (Jul 1 - Dec 31)	2nd Week in November	December1 @8:00am	Last Friday in December@5 pm	1st week in January	2nd Week in January	3rd Monday in January @ 8:00am	3rd Friday in January @5:00pm	4th Week in January	Last week in January	Anytime User Group Discretion

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

ATTACHMENT B

Approximate Field/Facility Closure Dates

PV Fields Soccer Zones

Mid – March to end of April
3rd week of June to 4th week of July
Thanksgiving week to end of the year

Freedom Baseball Fields

Second week of December to mid-January
August 1 to Thursday before Labor Day weekend
Various weekdays during fall season

Bob Kildee

Third week of December to early-January

Mission Oaks

4th week of November to early January

Pleasant Valley Aquatic Center

End of August – Labor Day (approximately two (2) weeks)
Fourth of July, Thanksgiving, Christmas, and New Years holidays
Maintenance Closures as needed

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

Introduction

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

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

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

Statement of Philosophy

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

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

residents, and out-of-District User Groups

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

Definition of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Classifications of User Groups

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

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

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

Sport Priority by Season

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

Spring Season Sport Priority
Baseball
Softball

Fall Season Sport Priority
Football
Soccer
Basketball

Sports Fields Hours of Operation

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

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

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

Field and Facility Allocation Process

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

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

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

Allocation Request Timeline and Process:

6 Month FFAU Timeline

		Step 1		Step 2	Step 3	Step 4		Step 5	Step 6	Step 7
Dates of Reservations	PVRPD Notifies User groups of Blackout Dates for Spring/Fall Season	Initial Allocation Request Process Opens	Initial Allocation Request Process Closes	Initial Allocation Request ProcessingTime/User Groups Notification of Allocation	User Group Allocation Meetings/Notification of Remaining Field/Facility Availability	Secondary Allocation Request Process Opens (optional User Group Discretion)	Secondary Allocation Request Process Closes	Secondary Allocation Request Processing Time/User groups Notification of Allocation	User group Allocation Meetings (optional User Group Discretion)	User group Appeal of Allocation Decisions (Optional)
Spring Season (Jan 1 - Jun 30)	2nd Week in May	June 1 @8:00am	Last Friday in June @5pm	1st week in July	2nd Week in July	3rd Monday in July @ 8:00am	3rd Friday in July @5:00pm	4th Week in July	Last week in July	Anytime User Group Discretion
Fall Season (Jul 1 - Dec 31)	2nd Week in November	December1 @8:00am	Last Friday in December@5 pm	1st week in January	2nd Week in January	3rd Monday in January @ 8:00am	3rd Friday in January @5:00pm	4th Week in January	Last week in January	Anytime User Group Discretion

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

Required items to be submitted with the allocation request:

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

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

Application packets will be processed according to:

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

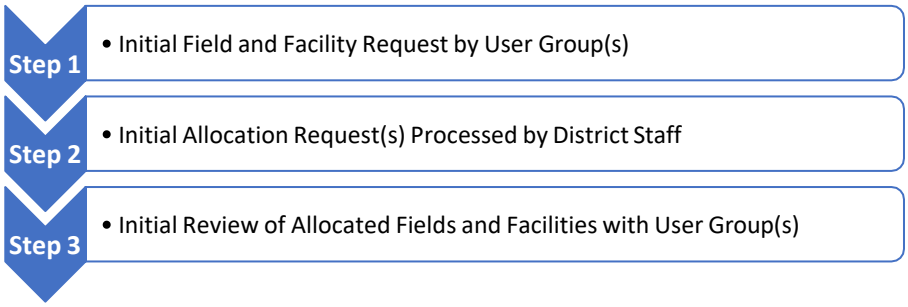
The District recognizes there may be conflicts for space and time that arise from this process.

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

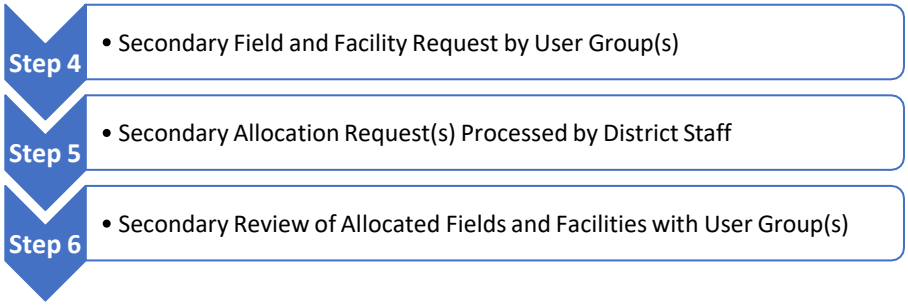
1. User Groups self-mediate to determine a fair and amicable solution
2. History of facility use between conflicting user groups
    a. Primary season/ primary facility for sport in question
    b. Order of priority:
        i. league practice or game
        ii. tournament use
        iii. camps/clinics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

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

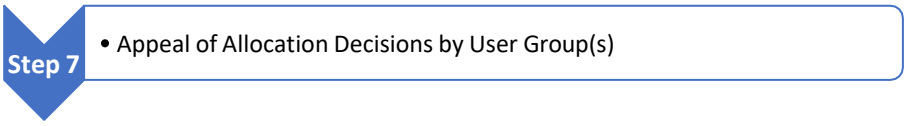
Any initial FFAU request by a user group that is turned in after the deadline date will be subject to a $25 per business day late fee. Example, if the due date is December 30 and the District receives it on January 4, we wouldn't count the holiday or weekend days, but business days would be charged at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



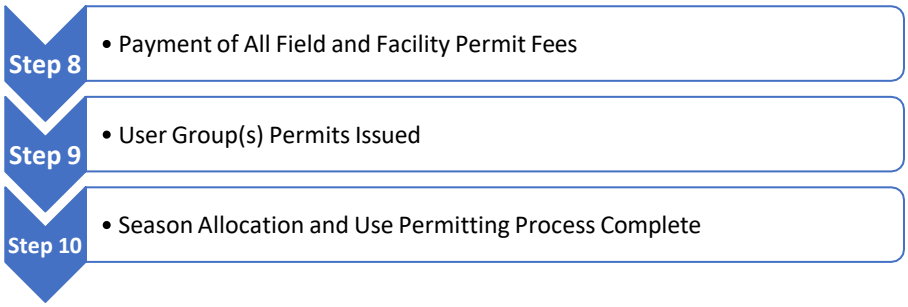
After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the secondary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



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



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



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

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

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

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

Field and Facility Fees

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

Maintenance Operations

Turf Preservation

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

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

permit issued by District.

Sports Field Lining/Marking

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

Field and Facility Closures

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

Field and/or Facility Modifications

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

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

Inclement Weather

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

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

Field and Facility Violations

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

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

First Offense:

Commented [MO7]: I do think we need to think about the number of offenses we give organizations. Thoughts?

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

Second Offense:

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

Third Offense:

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

Fourth and Final Offense:

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

~~**Fifth Offense:**~~

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

~~**Sixth and Final Offense:**~~

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

Violation examples include, but are not limited to:

1. Use of field of facility without permit.
2. Use of field of facility that has been closed due to inclement weather, safety issues, or maintenance purposes.
3. Use of fields or facility prior to or beyond permitted time.

4. Subletting, loaning, or trading fields or facilities with other User Groups.
5. Non-use of reserved fields or facilities without notifying the District.
6. Driving vehicles on/in fields or facility without written permission noted on permit.
7. Violation of District Ordinance 8 or General Use Policy.

Permit Cancellation

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

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

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

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

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

Appeals

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

Acknowledgement

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

ATTACHMENT D
FIELD LINING PROCEDURE

1. The lining of ball fields (baseball, softball, soccer, etc.) will require District approval prior to performing the work.

2. No lining will take place unless prior approval is received from the General Manager or designee. Organizations will submit for approval, a rendering, drawing, or graphic representation of the proposed fields with dimensions in relationship to the park. This must be submitted with any future or current reservation requests/permits four (4) weeks prior to the league/tournament or event.

3. Upon approval of the rendering, the organization will submit a proposed date and time for lining/marking of the fields to District Staff.

4. Paint that is made for field marking is required. Level 1 or Level 2 type of paint is required. Level 3 type paint will not be allowed on the turf. A water-based type of marking paint is required.

5. The lines shall be no wider than 4 inches.

6. Every effort will be given to the use of existing common field lines within and/or between multiple users.

7. Soccer Organizations shall move field lines one or two times each season, depending on the wear and at direction of District Staff, to give the referee lines (AR Lines) a chance to grow back during the season.

8. The District's Turf Policy, Ordinance 8, General Use, and all other District policies must be complied with.

ATTACHMENT E
ALTERATIONS TO DISTRICT FACILITIES

Development of Site

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

A. In such event, all costs incurred in such work shall be borne by the CSO without contribution from the District**,** unless agreed upon in writing by both parties that the District will share in the cost of the work. If the District shares in the cost of the work, CSO understands and agrees that the work will be subject to the payment of prevailing wages and agrees to indemnify and hold the District harmless from any claims, actions, or penalties in connection the failure to properly pay or report prevailing wages.

B. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the District for review prior to any work being performed. The District shall review those plans and specifications in a timely manner which shall not exceed 30-days from the date of submittal by the CSO. If either the CSO or the District so requests, a meeting shall be held between representatives of the CSO and the District to resolve problems or clarify matters related to the plans and specifications. If the District finds the plans and specifications to be acceptable, it shall so advise the CSO in writing, and the CSO shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the District, the CSO shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the District. Any construction by CSO shall be in strict accordance with all local building codes and requirements. Any project having an estimated value greater than $25,000 will be required to follow the District's formal bidding procedures.

C. All modifications, improvements, and additions performed by the CSO shall be completed in strict accordance with the plans and specifications which have been approved by the District, using materials and construction techniques which are consistent with District standards. Construction by the CSO shall be in strict accordance with all local building codes and requirements.

D. In the event that a temporary or permanent alteration is made by the CSO to the Premises, the CSO shall provide such faithful performance bonds and labor and material bonds as District may reasonably demand. The terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the District General Manager and/or

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

E. The District reserves for itself the right to inspect all such work. Accordingly, the CSO shall plan and coordinate such work with the District to provide for such inspection. In the event District inspectors determine that work is not being performed in accordance with the plans and specifications, the CSO shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the District may, at its option, require termination of work on such modification or development, or District may correct such deficiencies and all costs so incurred shall be paid by the CSO within ten (10) days after submission of an itemized statement.

F. During any modification, improvements or new additions, the CSO shall assign a person to coordinate work being performed with District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

ATTACHMENT F
FACILITY USE AGREEMENT

Commented [AB8]: Updated to reflect language approved by CAPRI for Permit/Facility Use agreements

PERMIT/FACILITY USE AGREEMENT

RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

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

B. INSURANCE REQUIREMENTS

1. General liability insurance: The (**USER/RENTER**) shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

    a. Such insurance shall name **(DISTRICT)**, its directors, officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The (**USER/RENTER**) shall file certificates of such insurance with the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(DISTRICT)** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **(DISTRICT)** may deny access to the facility.

    b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance

with the latest edition of Best's Key Rating Guide, unless otherwise approved by the ((**DISTRICT)**'s self-insurance pool.

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

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, USER/RENTER shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to USER/RENTER and that the conditions of the Premises are safe for the use intended by USER/RENTER. USER/RENTER shall immediately notify (DISTRICT) of any condition(s) deemed by USER/RENTER to pose a risk of injury to persons using the Premises. USER/RENTER's use of the Premises, with or without the inspection required herein, shall be deemed USER/RENTER's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

~~e.~~ Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not

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contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

~~C.~~F. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

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

~~D.~~G. FORCE MAJEURE

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

1.

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_____

Name

_____

Signature

_____

Date

ATTACHMENT G
ACCIDENT REPORT

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

Accident Report Log

Organization: **Month & Year:**

Please do not insert any participant personal information. If any facility damage occurred, or if the injury was a result of facility issues, please notify the Park Distrit within 3 days of the incident using secondary form provided.

Date	Time	Location	Age of Participant(s)	Accident Description Please insert detailed description of what the injury was and how the injury occurred.	Facility damage? Was there any damage to the facility as a result of this accident?
1/1/2023					
1/2/2023					
1/3/2023					

Accident Report Log - Facility Damage Present

Organization:

Provide this report to the District within 72 Hours of Accident

Date	Time	Location	Age of Participant(s)	Accident Description Please insert detailed description of what the injury was and how the injury occurred.

Facility Damage

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

ATTACHMENT H

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

ATTACHMENT I
AB 2007 CONCUSSION OR OTHER HEAD INJURIES

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

SECTION 1.
Article 2.5 (commencing with Section 124235) is added to Chapter 4 of Part 2 of Division 106 of the Health and Safety Code, to read:

Article 2.5. Youth Sports Concussion Protocols
124235.
(a) A youth sports organization that elects to offer an athletic program shall comply with all of the following:

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

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

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

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

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

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

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

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

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

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

(A) Head injuries and their potential consequences.

(B) The signs and symptoms of a concussion.

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

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

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

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

(A) Baseball.

(B) Basketball.

(C) Bicycle motocross (BMX).

(D) Boxing.

(E) Competitive cheerleading.

(F) Diving.

(G) Equestrian activities.

(H) Field hockey.

(I) Football.

(J) Full contact martial arts.

(K) Gymnastics.

(L) Ice hockey.

(M) Lacrosse.

(N) Parkour.

(O) Rodeo.

(P) Roller derby.

(Q) Rugby.

(R) Skateboarding.

(S) Skiing.

(T) Soccer.

(U) Softball.

(V) Surfing.

(W) Swimming.

(X) Synchronized swimming.

(Y) Volleyball.

(Z) Water polo.

(AA) Wrestling.

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

ATTACHMENT J

Assembly Bill No. 1

CHAPTER 158

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

SECTION 1.
(a) The Legislature finds and declares all of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2.7. California Youth Football Act
124240.
(a) This article shall be known, and may be cited, as the California Youth Football Act.

(b) As used in this article:

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

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

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

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

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

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

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

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

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

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

(B) Hip, knee, and shoulder pads.

(C) A jersey.

(D) A tailbone protector.

(E) Pants and thigh guards.

(F) Shoes, including cleats.

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

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

124241.
On and after January 1, 2021, a youth sports organization that conducts a tackle football program shall comply with all of the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

(j) At least one independent non rostered individual, appointed by the youth sports organization, shall be present at all practice locations. The individual shall hold current and active certification in first aid, cardiopulmonary resuscitation, automated external defibrillator, and concussion protocols. The individual shall have the authority to evaluate and remove any youth tackle football participant from practice who exhibits an injury, including, but not limited to, symptoms of a concussion or other head injury.

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

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

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

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

124242.
On and after January 1, 2021, a youth tackle football league shall comply with both of the following:

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

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

124243.
Nothing in this article shall prohibit any youth sports organization or youth tackle football league from adopting and enforcing rules intended to provide a higher standard of safety for youth tackle football participants than the requirements established under this article.

ATTACHMENT K
SNACK BAR AGREEMENT

This document will serve as an agreement between the Pleasant Valley Recreation and Park District (District) facilities and the Community Service Organization (CSO). Renewal will be subject to CSO satisfying the requirements outlined in this agreement.

TERM: The term of this agreement shall ~~be for a three (3) year agreement starting on January 1, 2024, and ending on December 31, 2026.~~ run concurrently with the term of the District's Community Service Organization (CSO) Agreement. The Snack Bar Agreement shall commence and expire on the same dates as the CSO Agreement, including any extension or renewal thereof. At any time should the nature or scope of the CSO change, or the President or authorized designee change, shall not affect the term or validity of this Agreement. ~~still stands for the duration of the term.~~ Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days' written notice.

A. The District has provided snack bar(s) and the equipment that included within those snack bars.

B. The District reserves the right to cancel or suspend facility or field use permits for games, practices, and other uses whenever field conditions could result in injury to players or damage to the fields. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, smog alerts, fire, emergency situations, and wind or pesticide application. The snack bar may not be operational at these times.

C. The CSO agrees to pay the District the sum of $1 annually for the use of snack bar(s).

D. The CSO shall pay for all services necessary or desirable to properly maintain and operate the snack bars during the term of the agreement including, although not limited to: Utility costs contribution, Inspections, Certification and Licensing or permits, equipment operation and upkeep, and such other services and costs as deemed appropriate by the General Manager of the District. The CSO shall be responsible for reimbursing the District for all costs associated with the operation of the snack bar facilities. These costs include, but are not limited to; utility expenses, health permits, backflow testing (soda machine), equipment maintenance and testing, and costs to repair any damage caused by the CSO to existing fixtures.

E. The CSO understands that operation of the snack bar must be in compliance with the Ventura County Health Department codes and requirements and is responsible to pay all Ventura County Health Department fees, penalties or other costs during the term of this agreement. The CSO shall have a designated organizer complete an Environmental Health Division - Temporary Food Facility (EHD-TFF) food safety course during the term of this agreement and provide District with a copy of certification.

Commented [MO9]: Who is responsible for county health certificate and if the CSO should we get a copy?

F. The CSO shall, exclusively, operate the snack bar(s) at all designated events within at above listed park(s). Events may include scheduled league games for youth soccer, youth/adult softball, baseball, etc., tournaments, competitions and/or special events as requested and agreed upon by both the CSO and the District. The District has the right to use the snack bar with prior notice to the CSO for District held events at that park.

G. The CSO is responsible for staffing the snack bar(s) with paid or volunteer staff. Volunteers/Staff must be at least 16 years of age and be supervised at all times by an adult 18 years of age or older. The CSO shall be in compliance with state and/or federal labor laws.

H. The CSO shall provide other CSOs with ice from the ice machine during league play when requested by the group.

I. The CSO shall not allow other outside Organizations to operate snack bars during the term of this agreement.

J. Pleasant Valley Fields snack bar operator agrees to be in compliance with staffing the snack bar within two – thousand (2000) "man hours" of volunteer and/or paid work. The CSO shall track the recorded number of hours worked by volunteers and paid staff and provide this information to District staff on a quarterly basis.

K. The CSO, after the completion of a term, upon termination, or upon a mutually agreed upon time with the District, must leave all District owned equipment in original working condition and leave all permanent fixture inside snack bar(s).

~~The CSO and District reserve the right to terminate this Snack Bar Agreement with a 60-day written notice. If the organization is terminated from this agreement, any outside food vendors must have prior approval from the District.~~

ATTACHMENT L

Penal Code Sections 11165.7 and 11166

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

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

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

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

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

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

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written follow-up report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the statewide

child welfare information system. The department shall work with stakeholders to modify reporting forms and the statewide child welfare information system as is necessary to accommodate the changes enacted by these provisions.

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

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

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

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

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

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

(3)(A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in the clergy member's professional capacity or within the scope of the clergy member's employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or reasonably suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or reasonably suspected instance of child abuse or neglect reported to it that is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send by fax or electronic transmission a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

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

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

(1) A teacher.

(2) An instructional aide.

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

(4) A classified employee of a public school.

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

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

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

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

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

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

(11) A Head Start program teacher.

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

(13) A public assistance worker.

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

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

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

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

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

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

(20) A firefighter, except for volunteer firefighters.

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

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

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

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

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

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

(27) A coroner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(41) An employee or administrator of a public or private postsecondary educational institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

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

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

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

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

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

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

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

(48) A human resource employee of a business subject to Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code that employs minors. For purposes of this section, a "human resource employee" is the employee or employees designated by the employer to accept any complaints of misconduct as required by Chapter 6 (commencing with Section 12940) of Part 2.8 of Division 3 of Title 2 of the Government Code.

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

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

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

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

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

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

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

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

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

Attachment "M"
Liability Insurance Requirements

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Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

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

❑ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$2,000,000** per occurrence, **$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

❑ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

❑ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

❑ ***Professional Liability (Errors and Omissions):*** *When applicable* – Insurance appropriates to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

❑ ***Sexual Abuse and Molestation (SAM)***: *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **$1,000,000** per occurrence or claim.

❑ **Insured:** Must match entity named within the agreement.

❑ **Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.

❑ **Policy Effective/Expiration Date:** Must cover dates of service or event.

❑ **Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its ~~elected and appointed officials~~directors, officers, agents, ~~volunteers, and employees~~employees and volunteers are listed as an Additional Insured." ***Include name, date, time, and location of event when applicable.*

❑ **Certificate Holder:** Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" *(No abbreviations accepted)*

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

❑ **Policy Number:** Must match policy numbers on COI.

❑ **Additional Insured – Designated Person or Organization:** Must state "This endorsement changes the policy."

❑ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read ""Pleasant Valley Recreation and Park District, its ~~elected and appointed officials~~directors, officers, agents, ~~volunteers, and employees."~~employees, and volunteers",

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❑ **Primary and Non Contributory Coverage:** The commercial General Liability coverage afforded to Pleasant Valley Recreation and Park District, its officers, agents, employees, and volunteers as additional insureds shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the District. Any insurance maintained by the District shall be excess of and shall not contribute with the CSO's insurance.

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❑ **Waiver of Subrogation:** CSO and its insurers shall waive all rights of subrogation against Pleasant Valley Recreation and Park District, its directors, officers, agents, employees, and volunteers. Evidence of such waiver shall be provided by endorsement.

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

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

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

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Attachment N

AB 387: Nevaeh Youth Sports Safety Act

The people of the State of California do enact as follows:

SECTION 1. Section 124238 of the Health and Safety Code is amended to read:124238.

For purposes of this article, the following definitions apply:

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

(b)Official practice or match means a sport session in which live action or one or more drills are conducted, or a match, as scheduled by the youth sports organization, the coach, or other designee of the organization.

(c)Permanent sports infrastructure means a fixed, non-temporary facility or structure designed and maintained for the purpose of hosting organized sports activities that is regularly permitted, rented, leased, or otherwise granted permission of use for youth sports programs.

(d)Youth sports organization has the same meaning as set forth in Section 124235.

SEC. 2.Section 124238.5 of the Health and Safety Code is amended to read:124238.5.

(a)(1)A youth sports organization that elects to offer an athletic program shall ensure that its athletes have access to an automated external defibrillator (AED) during any official practice or match, subject to subdivisions (b) and (c).

(2)During an official practice or match permitted by any public or private local facility with a permanent sports infrastructure, the facility may procure and maintain an AED and, in these cases, shall ensure that the youth sports organization has access to the AED.

(3)(A)A local educational agency is not deemed to have procured or maintained an AED pursuant to paragraph (2) unless either of the following has been met:

(i)The AED is in the same common area of the building where the official practice or match is taking place.

(ii)The AED is in the same outdoor field where the official practice or match is taking place, or attached externally to a building and is reasonably accessible from where the official practice or match is taking place.

(B)For purposes of this paragraph, a local educational agency shall not be required to have staff remain onsite to provide access to an AED to a youth sports organization.

(4)If an AED is not available at a public or private local facility where an official practice or match is taking place, the youth sports organization shall ensure there is access to one that is operational and has it available during the entire practice or match.

(5)This subdivision shall become operative on January 1, 2028.

(b)A youth sports organization shall ensure that its coaches are certified, and recertified at least every two years, to perform cardiopulmonary resuscitation and operate an AED and that there is a written cardiac emergency response plan. Certified training may be conducted in person or online and shall be offered by an accredited organization, consistent with national evidence-based cardiovascular care guidelines. The written cardiac emergency response plan shall be reviewed annually with coaches and staff. The written emergency response plan shall be consistent with nationally recognized, evidence-based standards and shall detail all of the following:

(1)The location of any AEDs and procedures to be followed in the event of sudden cardiac arrest.

(2)The responsibilities of the coach, administration, and athletes during the event.

(3)How the coach, administration, and athletes will be notified and trained on the emergency response plan.

(4)An annual electronic communication to the parents or guardians of enrolled participants that includes the cardiac emergency response plan or an internet link to the plan, the location or locations of any AEDs, and identifies the staff members designated to be notified in the event of a sudden cardiac event.

(c)(1)Commencing January 1, 2028, a public or private local facility and a youth sports organization shall ensure that its AED is maintained and tested according to the operation and maintenance guidelines established by the manufacturer of that AED and the applicable rules and regulations of the federal Food and Drug Administration or any other applicable state or federal authority.

(2)A public or private local facility that is already maintaining or testing an AED pursuant to another statutory requirement is deemed to have met the requirement of paragraph (1).

(d)(1)A public or private local facility shall work in collaboration with the youth sports organization to ensure that any AED that is installed at the public or private local facility is accessible to youth sports organizations at the time of official practices or matches permitted by the facility.

(2)A public or private local facility that has installed an AED at the facility shall work with the youth sports organization to identify means to share the financial costs associated with ensuring the AED is maintained and accessible at the facility, or to identify means to share the financial costs associated with installing an AED at the facility.

(e)(1)This section shall not be construed to require a public or private local facility or its employees to procure or install an AED or to operate or administer an AED in the event of a cardiac emergency or suspected cardiac emergency.

(2)The requirements of this section shall not be construed to impose a mandatory duty pursuant to Section 815.6 of the Government Code, and shall not be construed to affect the availability of any immunity otherwise applicable to the public or private local facility or its employees.

~~In witness whereof, District and Operator have executed this Agreement on~~

~~(date)_____at Camarillo, California.~~

~~"District":~~
~~Pleasant Valley Recreation and Park District,~~
~~a California Special District~~

~~By: _____~~
~~Its: General Manager~~
~~Date: _____~~

~~ATTEST:~~

~~"CSO"~~
~~Community Service Organization Title:_____~~

_____
~~(Signature)~~

~~By (Name):~~
~~Its (Title):~~
~~Date: _____~~

_____
~~(Signature)~~

~~By (Name):~~
~~Its (Title):~~
~~Date: _____~~

~~Organization Address:~~

(Street) (City) (Zip)