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

BOARD OF DIRECTORS
REGULAR MEETING AGENDA
December 3, 2026

5:00 P.M. **REGULAR MEETING** **NEXT RESOLUTION #819**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **AMENDMENTS TO THE AGENDA -** This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).

5. **PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agendized item for discussion. Speakers will be allowed three minutes to address the Board.

6. **CONSENT AGENDA –** Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
   - **A. Minutes for Regular Board Meeting of November 4, 2026**
     Approval receives and files minutes.
   - **B. Warrants, Accounts Payable & Payroll – October 2026**
     District's disbursements dated on or before October 31, 2026.
   - **C. Financial Reports – October 2026**
     Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for October 31, 2026.

7. **NEW ITEMS – DISCUSSION/ACTION**
   - **A. Consideration and Approval of a Four-and-a-Half Year Agreement between the Pleasant Valley Recreation and Park District and the Community Service Organizations**
     If approved, terms for the community service organization agreements with the District will be extended to June 30, 2031.

     Suggested Action: A MOTION to approve the proposed four-and-a-half year CSO Agreement for January 1, 2027, through June 30, 2031, and renew the status of each CSO upon completion of all applicable renewal requirements.

B. Review and Approve the Updated Introduction, Vision, and Core Values for the 2027-2032 Five-Year Strategic Plan

The District is proposing an updated five-year Strategic Plan. Staff is seeking approval of proposed introduction, vision and core values for the plan.

Suggested Action: A MOTION to approve the updated introduction, vision, and core values for the 2027-2032 Strategic Plan.

C. Consideration and Affirmation of Newly Elected Board Members in the 2026 General Election

The Board will officially affirm and receive newly elected members of the Board of Directors as a result of the 2026 General Election

Suggested Action: A MOTION to Affirm and receive the identified individuals as members of the Board of Directors.

D. Installation of Elected District Board Members

The 2026 General Election was held on November 3, 2026, with Districts 2 and 4 being up for election. Newly elected members require an oath of office to be officially sworn in. as a member of the Board of Directors.

Suggested Actions: The Clerk of the Board will administer the Oath of Office and seat the new Board Members:

a. Board member representing District 2
b. Board member representing District 4
c. Remarks by Incoming Board Members

E. Selection of Chair, Vice-Chair and Secretary for the 2027 Board of Directors

As part of the Board bylaws and rules of procedures, the Board of Directors shall reorganize by electing its officers for a one-year term each year.

Suggested Actions:

1) Receive Nominations and by majority vote, appoint the position of Board Chair
2) Receive Nominations and by majority vote, appoint the position of Board Vice-Chair
3) Receive Nominations and by majority vote, appoint the position of Board Secretary

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

A. Chair Kelley
B. Ventura County/California Special District Association
C. Santa Monica Mountains Conservancy
D. Standing Committees: Finance
E. Ad Hoc Committee: Healthy Camarillo
F. Foundation for Pleasant Valley Recreation and Parks
G. General Manager's Report
H. Board Members

9. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e., a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans with Disabilities Act, or require further information, please contact the General Manager at (805) 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

Pleasant Valley Recreation and Park District
City of Camarillo, City Hall Council Chambers
601 Carmen Dr., Camarillo, CA
Minutes of Regular Meeting
November 4, 2026

6:00 P.M. **REGULAR MEETING**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL
All present.

4. AMENDMENTS TO THE AGENDA
Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the agenda as presented.

Motion to Approve Agenda

Voting was as follows:
Ayes: Magner, Dransfeldt, Schlangen, Fernandez, Chair Kelley
Noes:
Absent:

Carried

Motion: Carried

5. PUBLIC COMMENT
Ramona Vasquez of Camarillo with Zero Gravity Soccer requested how to obtain field space for their soccer teams. She submitted a rental application this week and had not heard back. The Board suggested that she reach out to Customer Service for assistance.

6. CONSENT AGENDA
A. Minutes for Regular Board Meeting of October 7, 2026
B. Warrants, Accounts Payable & Payroll –September 2026
C. Financial Reports – September 2026
D. Consideration and Review of the Part Time Salary Schedule with Minimum Wage Impact
E. Consideration and Approval of the Release of Bid Documents for Demolition and Installation of the Bob Kildee Community Park Playground Replacement Project
F. Consideration and Approval of Amended Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities
G. Consideration and Approval of the Issuance of a Request for Proposal (RFP) for Dos Camino Park Design and Architectural Services
H. Consideration and Approval of Regular Board of Director Meeting Dates for 2027

Chair Kelley called for a motion. A motion was made by Director Schlangen and seconded by Director Magner to approve the Consent Agenda with the following corrections: Item 6.A. – changing the numbering; Item 6.B. – changing the September 31 date to September 30; Item 6.E. – misspellings; Item 6.G. – changing PDT to PST.

Motion to Approve Consent Agenda with Corrections

Voting was as follows:
Ayes: Schlangen, Magner, Fernandez, Dransfeldt, Chair Kelley
Noes:
Absent:

Carried

Motion: Carried

7. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of a Four and a Half Year Agreement between the Pleasant Valley Recreation and Park District and the Community Service Organizations

Recreation Services Manager Nicole Lousen presented the proposed Community Service Organization (CSO) Agreement. Board Discussion included the indemnification and insurance provisions, consistency in policy references, and alignment with Ordinance No.8 and the General Use Policy. Additional discussion focused on CAPRI recommendations and concerns regarding liability allocation between the District and CSOs. Staff directed to revise portions of the agreement, update references related to AB 207, and return the item in December with additional information and participation from CAPRI representatives.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Schlangen to continue consideration of the CSO Agreement and direct staff to return with additional information and participation from CAPRI representatives.

Motion to Bring Back Item to Dec Board Meeting

Voting was as follows:
Ayes: Magner, Schlangen, Fernandez, Dransfeldt, Chair Kelley
Noes:
Absent:

Carried

Motion: Carried

B. Consideration and Approval of Clerk of the Board Job Description and Allocation

Human Resources Specialist Kathryn Drewry presented the proposed Clerk of the Board position and job description. Discussion included organizational structure, salary placement and anticipated workload needs. Board members acknowledged the importance of the position and noted the savings in other staffing areas would help offset additional costs.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the proposed Clerk of the Board job description and establish the new position as part of the District's staffing allocation for the remainder of Fiscal Year 2026-2027.

Motion to Approve Clerk of Board Position

Voting was as follows:
Ayes: Magner, Dransfeldt, Schlangen, Fernandez, Chair Kelley
Noes:
Abstain:
Absent:

Motion: Carried

Carried

C. Consideration and Approval of Phasing Plan Options for Freedom Center Redesign Project

Administrative Analyst Jessica Puckett presented phasing options for the Freedom Center Redesign Project, including a phased construction approach, in-house improvements and a no-improvement option. Discussion included project costs, facility condition, rental use, and long-term viability of the building. Board members expressed interest in obtaining additional information regarding asbestos remediation costs and potential renovation alternatives before proceeding.

Chair Kelley gave Staff Direction to obtain additional cost estimates and return the item as part of the budget development process.

Staff Direction To Return Cost Est.

D. Consideration and Approval of Resolution No. 818, Adopting the Updated General Use Policy

Administrative Analyst Jessica Puckett presented a few updates to the General Use Policy. These updates will take effect 30 days after the Board approval date of November 4, 2026.

Chair Kelley called for a motion. A motion was made by Director Schlangen and seconded by Director Magner to approve Resolution No. 818, approving and adopting the updated General Use Policy.

Motion to Approve Resolution No.818

Voting was as follows:
Ayes: Schlangen, Magner, Schlangen, Fernandez, Dransfeldt, Chair Kelley
Noes:
Absent:

Motion: Carried

Carried

E. Consideration and Approval for the General Manager to Enter into an Agreement with Moss, Levy & Hartzheim, LLP for Audit Services for Fiscal Years 2027 to 2031

Assistant General Manager Justin Kiraly presented the proposed agreement for audit and document preparation services for fiscal years 2027 through 2031.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to authorize the General Manager to enter into a 5-year agreement with Moss, Levy & Hartzheim, LLC for audit and document preparation services for fiscal years 2027-2031.

Motion to Approve Moss, Levy & Hartzheim Agreement

Voting was as follows:
Ayes: Magner, Dransfeldt, Schlangen, Fernandez, Chair Kelley
Noes:
Abstain:
Absent:

Carried

Motion: Carried

F. Consideration, Selection, and Vote for a LAFCo Special District Regular and Alternate Member

Administrative Analyst Jessica Puckett presented consideration of candidates for the LAFCo Regular and Alternate members. The Board discussed the candidates and selected Raul Avila for the Regular Member position and Doug Nickles as the Alternate Member position.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to cast the District's ballot in support of Raul Avila for LAFCo Special District Regular Member and Doug Nickles for LAFCo Special District Alternate Member.

Motion to Select and Vote for LAFCo Candidates

Voting was as follows:
Ayes: Magner, Dransfeldt, Schlangen, Fernandez, Chair Kelley
Noes:
Abstain:
Absent:

Carried

Motion: Carried

8. ORAL COMMUNICATIONS – INFORMATIONAL ITEMS

A. Chair Kelley – Chair Kelley attended the Ran Rancho grand opening and requested that the fitness equipment be checked that it is in working condition.
B. Ventura County Special District Association/California Special District Association – VCSDA - Director Magner stated that PVRPD hosted the November 3 meeting, with the Director of Many Mansions as the speaker. The District received its Certificate of Transparency last night. CSDA - Director Magner reported that Legislative Days will be in March 2027. Challenges will be the new state administration next year and they may see some bills back again.
C. Santa Monica Mountains Conservancy – Director Schlangen reported on an October 19 meeting in which they provided funds from Proposition 4 to various groups.
D. Standing Committees – Finance – Director Dransfeldt reported on the current financial standings. Healthy Camarillo – Director Dransfeldt mentioned various stakeholder

engagement opportunities. Personnel – Chair Kelley stated that the committee discussed the minimum wage and its effect on pay scale. They also discussed professional boundaries and the Clerk of the Board position. Long Range Planning – Director Schlangen mentioned they discussed the committee's mission statement and core values.

E. Foundation for Pleasant Valley Recreation and Parks – Director Schlangen stated that Bingo Bash is on November 6.

F. General Manager's Report –General Manager Mary Otten reported on current projects, timelines and updates within the District.

G. Board Members – The Directors updated on the meetings and District events they attended for the month.

9. ADJOURNMENT

Chair Kelley adjourned the meeting at 9:07 p.m.

Respectfully submitted, **Approval,**

Alison Bohorquez **Robert Kelley**
Recording Secretary **Chair**

Pleasant Valley Recreation and Park District
Monthly AP, Payroll, Wire, Online Payment Report
October 2026

	Date		Amount	
Accounts Payables:	10/31/2026	$	1,248,579.13	
	Total	**$**	**1,248,579.13**	
Payroll (Total Cost):	10/8/2026	$	202,229.93	
	10/22/2026	$	202,910.56	
	Total	**$**	**405,140.49**	
Payroll AP Payments	10/2/2026	$	46,736.25	PERS Health Insurance Premium
	10/2/2026	$	3,513.59	Guardian
	10/2/2026	$	482.56	VSP
	10/2/2026	$	2,174.76	Hartford
	10/8/2026	$	23,247.31	CALPERS -Ret-PR 10/8/2026
	10/22/2026	$	23,304.66	CALPERS- Ret-PR-10/22/2026
	Total	**$**	**99,459.13**	
	Grand Total	**$**	**1,753,178.75**	

Bank Reconciliation

Board Audit

User: Cwebster
Printed: 11/04/2026 - 4:14PM
Date Range: 10/01/2026 - 10/31/2026
Systems: 'AP'

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	SEPT 2026 BILLING ACTIVITY	10/15/2026	661.44
0	CALPERS HEALTH	HEALTH INS / OCT 2026	10/02/2026	46,736.25
0	CALPERS PENSION	PERS CONT PR 10/8/2026	10/08/2026	23,247.31
0	CALPERS PENSION	PERS CONT 10/22/2026	10/22/2026	23,304.66
0	EMPLOYMENT DEVELOPMENT DI	DE 88 PMT / PR 10/8/2026	10/08/2026	4,256.93
0	EMPLOYMENT DEVELOPMENT DI	DE 88 PMT / PR 10/22/2026	10/22/2026	4,314.18
0	GUARDIAN	DENTAL INS / OCT 2026	10/02/2026	3,513.59
0	HARTFORD LIFE & ACC. INSURAN	LIFE INSURANCE / OCT BILLING	10/02/2026	2,174.76
0	HUB INTERNATIONAL INSURANC	HUB INSURANCE / AUG 2026	10/15/2026	2,601.00
0	HUB INTERNATIONAL INSURANC	SEPT 2026 INSURANCE	10/29/2026	1,537.00
0	INTERNAL REVENUE SERVICE - O	EFTPS 941 PMT / PR 10/8/2026	10/08/2026	33,581.54
0	INTERNAL REVENUE SERVICE - O	EFTPS 941 PMT / PR 10/22/2026	10/22/2026	33,746.43
0	VISION SERVICE PLAN	VISION PLAN / OCT 2026	10/02/2026	482.56
28978	3V3 IMPACT	GUS MACKER REFUND CONTRAC	10/01/2026	4,404.00
28985	DANEEN FOX	CLEANING DEP REFUND/ CONTR	10/01/2026	200.00
28994	BRENDA PEREZ	CLEANING DEP REFUND CONTRA	10/01/2026	350.00
28995	ROCK OF ZION CHURCH	CLEANING DEP REFUND CONTRA	10/01/2026	50.00
29000	WFVZ BIRD MUSEUM & RESEARC	CLEANING DEP REFUND CONTRA	10/01/2026	50.00
29001	OGLEBAY NATIONAL TRAINING C	SILVEIRA, SAM/ SINGLE CHALET	10/01/2026	2,503.03
29005	METLIFE INSURANCE CO USA	JUAREZ, JAVIER/ LAST 4 SSN 432(	10/08/2026	100.00
29010	SHARON BALL	CLEANING DEP REFUND CONTRA	10/15/2026	50.00
29011	JEREMY BARROS	CLEANING DEP REFUND CONTRA	10/15/2026	100.00
29022	ROXANNA IBARRA	CLEANING DEP REFUND CONTRA	10/15/2026	50.00
29023	JACQUI KAPLAN	CLEANING DEP REFUND CONTRA	10/15/2026	50.00
29027	PLEASANT VALLEY HISTORICAL S	CLEANING DEP REFUND CONTRA	10/15/2026	300.00
29031	VENTURA COUNTY SHERIFF'S OFI	CLEANING DEP REFUND CONTRA	10/15/2026	300.00
29033	METLIFE INSURANCE CO USA	JUAREZ, JAVIER/ LAST 4 SSN 432(	10/22/2026	100.00
29059	CITY OF CAMARILLO	CLEANING DEP REFUND/ CONTR	10/28/2026	200.00
29070	KAITLYN SIPES	CLEANING DEP REFUND/ CONTR	10/28/2026	50.00
		Total for Department: 00 Non Departmentalized		189,014.68
Department: 03 Recreation				
0	AMAZON	LiLiSSUCCY 72 Pcs White Bandanas	10/15/2026	366.38
0	AMAZON	Folders	10/29/2026	36.46
0	BEGINNERS EDGE SPORTS TRAIN	FALL 2026 SOCCER/ MULTI SPORT	10/29/2026	3,276.00
0	DALTON ESCROFANI	MILEAGE REIMB SEPT 2026	10/15/2026	44.81
0	ELIZABETH YVONNE LAVIN HUGI	OLLI - SESSION 5	10/01/2026	327.60
0	ESTELA LIZARRAGA	GREAT EXPLORERS CLASS / 5 EN	10/20/2026	455.00
0	EXECUTIVE FACILITIES SERVICES	JANITORIAL SVC JUL 2026 TOURN	10/15/2026	4,193.28
0	EXECUTIVE FACILITIES SERVICES	SEPT 2026 TOURNAMENTS JANIT	10/28/2026	861.12
0	JANET SNYDER	DATE NIGHT WORKSHOP / 4 ENR(	10/01/2026	84.00
0	KATIE SHINDEN	KINDERMUSIK / SEPT 2026	10/01/2026	926.25
0	KATIE SHINDEN	KINDERMUSIK / OCT 2026	10/28/2026	494.00
0	LINCOLN AQUATICS	BPO - LINCOLN POOL SUPPLY CH	10/15/2026	937.37
0	MARK TUSLER	DRUMMING CLASS / 2 ENROLLEI	10/01/2026	91.00
0	RAMIRO SALDAIN	MILEAGE REIMB SEPT 2026	10/15/2026	16.31
0	SOCAL GAS COMPANY	SVC DATE 2026-8/28 - 9/28 / AQUA	10/13/2026	2,431.03
0	TREVOR OWENS	DEPTH FITNEXX / 13 ENROLLED	10/20/2026	84.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	US BANK	US BANK CAL CARD STMT 9/22/2(	10/20/2026	100.86
28986	ROBERT INGLIS	SCUBA CLASS 9/5/2026	10/01/2026	562.25
28992	BRYAN MONKA	SOCCER CAMP / AUG 2026	10/01/2026	682.50
28997	BRIAN SMALLWOOD	SWIM CLASS / JUN 2026	10/01/2026	240.50
28998	SUSAN STROUD	GENTLE YOGA / 1 ENROLLED	10/01/2026	58.50
29002	DUNCAN YOUNG	GYMNASTIC CLASS / SEPT 2026	10/01/2026	1,209.00
29003	EMILY OLSZOWY	REPL CK 28293 STALE DATED 10/2	10/02/2026	300.00
29013	CITY OF CAMARILLO ATTN: FINAI	One-time overpayment to the City of (	10/15/2026	9,405.41
29021	FUN EXPRESS	Bulk Everyday Candy Assortment	10/15/2026	2,111.83
29030	UNDERWOOD FAMILY FARMS	110 Pumpkins order for Spooky Swim	10/15/2026	330.00
29032	ROBERT INGLIS	SCUBA CLASSES 10/3/2026	10/20/2026	568.10
29058	BSN SPORTS, LLC	XROCK SSUSA 12" 44/375 Composi	10/28/2026	358.81
29063	DANIEL E HOWARD	JU-JITSU CLASS/ SEPT-0CT	10/28/2026	175.50
29066	MAGIC JUMP RENTALS VENTURA	Service cost	10/28/2026	603.70
29067	CASSIE WANDA MICH	AUG-OCT CLASSES	10/28/2026	344.50
29068	EMILY OLSZOWY	Halloween in the Park	10/28/2026	300.00
29069	POPPIN SOCAL LLC	Halloween Themed Balloon “walk thr(	10/28/2026	423.63
29074	DUNCAN YOUNG	GYMNASTIC CLASSES / OCT 2026	10/28/2026	1,170.00
		Total for Department: 03 Recreation		33,570.20
Department: 04 Parks				
0	ARAMSCO INC.	BPO - ARAMSCO JANITORIAL SUI	10/01/2026	9,433.64
0	ARAMSCO INC.	BPO - ARAMSCO JANITORIAL SUI	10/29/2026	733.92
0	CLAYTON RUTKOWSKI	PANTS REMAINDER ALLOWANCE	10/28/2026	325.06
0	COASTAL PIPCO IRRIGATION INC.	BPO - COASTAL PIPECO GROUND	10/01/2026	365.79
0	COASTAL PIPCO IRRIGATION INC.	TURF MITIGATION	10/28/2026	112.91
0	CULLIGAN OF VENTURA COUNTY	TICKET# 803733645	10/15/2026	22.90
0	DOG WASTE DEPOT	BPO - DOG BAGS	10/01/2026	4,375.80
0	E.J. HARRISON AND SONS, INC.	SEPT 2026 BILLING	10/01/2026	5,832.51
0	EDWARD A. KAISER	PANTS ALLOWANCE FY27	10/01/2026	380.99
0	FERGUSON ENTERPRISES INC. #13	BPO - FERGUSONS PLUMBING BU	10/01/2026	547.46
0	GRAINGER	Gas Pressure Washer	10/01/2026	1,711.79
0	GRAINGER	BPO - GRAINGER BUILDING REPA	10/29/2026	884.76
0	HUB INTERNATIONAL INSURANC	HUB INSURANCE / AUG 2026	10/15/2026	-115.45
0	HUB INTERNATIONAL INSURANC	SEPT 2026 INSURANCE	10/29/2026	-60.61
0	JESSE GOMEZ	PANTS ALLOWANCE FY27	10/01/2026	200.00
0	JOSHUA JAMIE GRAY	ELECTRICAL WORK / FREEDOM	10/15/2026	1,000.00
0	JOSHUA JAMIE GRAY	SVC CALL FIELD LIGHTS / KILDE	10/28/2026	825.00
0	LEVI JONES	SNACK BAR RE-KEY/ MISSION O/	10/01/2026	197.90
0	MUSCO SPORTS LIGHTING	Tax	10/01/2026	6,737.95
0	NAPA AUTO PARTS	BPO - NAPA VEHICLE MAINTENA	10/01/2026	668.90
0	NAPA AUTO PARTS	BPO - NAPA VEHICLE MAINTENA	10/15/2026	180.65
0	NAPA AUTO PARTS	BPO - NAPA VEHICLE MAINTENA	10/29/2026	578.53
0	SITEONE LANDSCAPE SUPPLY LL(	Tempo 551 Advanced underground wi	10/01/2026	1,605.20
0	SITEONE LANDSCAPE SUPPLY LL(	TURF MITIGATOIN	10/29/2026	1,910.16
0	SOCAL GAS COMPANY	SVC DATE 2026-9/1 - 9/30 / PV FIEL	10/13/2026	129.86
0	SOUTHERN CALIF EDISON COMPA	SVC DATE 2026-8/28 - 9/28 / HOCK	10/07/2026	1,607.85
0	SOUTHERN CALIF EDISON COMPA	SVC DATE 2026-9/8 - 10/6 / AQUAT	10/21/2026	7,684.21
0	SOUTHERN CALIF EDISON COMPA	BILLING CORRECTION 8/4/2025 -	10/27/2026	69,817.25
0	TMOBILE/SPRINT	BILLING DATE 2026-7/21 - 8/20	10/01/2026	280.90
0	TMOBILE/SPRINT	SEPT 2026 BILLING	10/15/2026	280.90
0	UNITED SITE SERVICES OF CA INC	BILLING DATE 2026-9/22 - 10/19/ S	10/01/2026	243.30
0	UNITED SITE SERVICES OF CA INC	SVC DATE 10/1 - 10/28/2026/ HOCK	10/15/2026	244.26
0	US BANK	US BANK CAL CARD STMT 9/22/2(	10/20/2026	5,064.70
0	WATER & SANITATION SERVICES	BPO Water & Sanitation Services - PV	10/15/2026	2,494.14
0	WEX BANK	SEPT 2026 BILLING	10/15/2026	757.47
28979	ASTRA BACKFLOW INC.	BPO - ASTRIA BACKFLOWS GROU	10/01/2026	641.89
28980	B & B DO IT CENTER	BPO - B&B HARDWARE GROUND	10/01/2026	704.73
28981	CAMARILLO LAWNMOWER	BPO - CAMARILLO LAWNMOWEF	10/01/2026	260.04
28982	CITY OF OXNARD - TREASURER	AUG 2026 BILLING ACTIVITY	10/01/2026	851.53
28983	DIAL SECURITY	SECURITY SVC 8/29/2026	10/01/2026	952.00
28984	FLO-SERVICES INC.	West side Lift station Pump 2 replacen	10/01/2026	21,124.45

Check No.	Vendor/Employee	Transaction Description	Date	Amount
28987	J & M PUMPING INDUSTRIAL VAC	SEPTIC TANK PUMPING	10/01/2026	800.00
28990	LIGHTMART HOLDINGS LLC	order is for light poles and light fixture	10/01/2026	12,903.25
28991	M & B SERVICES INC.	PLUMBING ADMIN KITCHEN	10/01/2026	880.00
29004	CITY OF CAMARILLO	BPO City of Camarillo Water	10/06/2026	125,258.36
29006	AGROMIN HORTICULTURAL PROI	AGROMIN BPO	10/15/2026	1,351.35
29008	ASTRA BACKFLOW INC.	BPO - ASTRIA BACKFLOWS GROU	10/15/2026	284.74
29009	B & B DO IT CENTER	BPO - B&B HARDWARE BUILDIN(	10/15/2026	3,384.06
29012	CAMROSA WATER DISTRICT	BPO Camrosa Water District - Heritag	10/15/2026	23,651.63
29016	COUNTY OF VENTURA	REV DIST JUN 2026 ACTIVITY	10/15/2026	62.50
29017	COUNTY OF VENTURA FLEET SVC	FUEL PURCHASES / AUG 2026	10/15/2026	7,592.78
29018	CRESTVIEW MUTUAL WATER CO.	BPO Crestview Water District	10/15/2026	85.14
29019	DIAL SECURITY	SECURITY SVC 9/9/2026	10/15/2026	748.00
29024	KASTLE KARE	BPO - KASTLE KARE CONTRACTI	10/15/2026	1,200.00
29026	PHOENIX GROUP INFORMATION S	BPO Pheonix Group Information Syst	10/15/2026	384.44
29029	TURF STAR INC.	BPO - TURF STAR VEHICLE	10/15/2026	52.98
29055	AMERICAN RESOURCE RECVY	SEPT 2026 BILLING	10/28/2026	947.39
29056	ASTRA BACKFLOW INC.	Backflow device	10/28/2026	11,503.27
29057	B & B DO IT CENTER	BPO - B&B HARDWARE BUILDIN(	10/28/2026	1,204.15
29060	COUNTY OF VENTURA FLEET SVC	FUEL PURCHASES / SEPT 2026	10/28/2026	7,023.34
29061	FENCE FACTORY RENTALS	SPECIAL CLEANING SVC	10/28/2026	50.00
29062	HERITAGE POOL SUPPLY GROUP,	BACKWASH VALVES	10/28/2026	1,363.48
		Total for Department: 04 Parks		352,326.10

Department: 05 Administration

0	ACTUARIAL RETIREMENT CONSU	GASB 68 DISCLOSURE REPORT F'	10/22/2026	750.00
0	ADVANTAGE TELECOM	BPO Telephone/Internet Services	10/15/2026	1,121.27
0	ALESHIRE & WYNDER LLP	SEPT 2026 LEGAL SVC / GENERAI	10/28/2026	5,010.90
0	AMAZON	Thermal Terminal Paper	10/15/2026	56.72
0	AMAZON	Kleenex Professional Facial Tissue	10/29/2026	249.21
0	BAY ALARM	BPO Bay Alarm	10/15/2026	150.00
0	CALIFORNIA SPECIAL DIST. ASSO	2027 CSDA MEMBERSHIP RENEW.	10/28/2026	10,427.00
0	CALPERS HEALTH	HEALTH INS / OCT 2026	10/02/2026	1,495.62
0	CALPERS PENSION	GASB 68 FEES	10/15/2026	350.00
0	CULLIGAN OF VENTURA COUNTY	BPO Culligan of Ventura County	10/15/2026	70.00
0	GUARDIAN	DENTAL INS / OCT 2026	10/02/2026	53.03
0	HUB INTERNATIONAL INSURANC	PROCESSING FEE	10/15/2026	3.00
0	HUB INTERNATIONAL INSURANC	PMT PROCESSING FEE	10/29/2026	3.00
0	J. THAYER COMPANY	Office Supplies BPO	10/01/2026	369.87
0	J. THAYER COMPANY	Tax	10/15/2026	733.59
0	KONICA MINOLTA	BPO Konica Minolta	10/15/2026	20.48
0	KONICA MINOLTA PREMIER FINAI	BPO Konica Minolta Premier Finance	10/01/2026	43.73
0	KONICA MINOLTA PREMIER FINAI	BPO Konica Minolta Premier Finance	10/15/2026	573.19
0	MIXTUS INC	BPO Mustang Marketing	10/15/2026	2,800.00
0	QUADIENT LEASING USA, INC.	BILLING PERIOD 10/12/2026 - 1/11/	10/01/2026	261.41
0	QUADIENT LEASING USA, INC.	EQUIP PROP TAX	10/15/2026	76.81
0	SPECTRUM BUSINESS	BILLING DATE 9/17 - 10/16/2026	10/01/2026	20.05
0	SPECTRUM BUSINESS	MONTHLY BILLING	10/29/2026	20.05
0	STAPLES BUSINESS ADVANTAGE	Office Supplies BPO	10/15/2026	109.91
0	STAPLES BUSINESS ADVANTAGE	BPO OFFICE SUPPLIES	10/29/2026	931.01
0	TMOBILE/SPRINT	BILLING DATE 2026-7/21 - 8/20	10/01/2026	48.30
0	TMOBILE/SPRINT	SEPT 2026 BILLING	10/15/2026	48.30
0	US BANK	US BANK CAL CARD STMT 9/22/2(	10/20/2026	1,938.24
0	VISION SERVICE PLAN	VISION PLAN / OCT 2026	10/02/2026	18.56
0	WATER & SANITATION SERVICES	PMT PROCESSING FEE	10/15/2026	0.75
28989	LENOVO (UNITED STATES) INC.	Tax	10/01/2026	3,021.26
28993	NRPA	NRPA Premier Package	10/01/2026	945.00
29007	ALLCONNECTED, INC.	BPO Allconnected Monthly Billing	10/15/2026	4,619.37
29014	CITY OF CAMARILLO	BROADCAST SVC BD MEETING 8.	10/15/2026	480.00
29015	COMMUNITY MEMORIAL HEALTH	DOS 9/7/2026	10/15/2026	150.00
29021	FUN EXPRESS	Bulk Creepy Crawly Toy Assortment	10/15/2026	1,118.12
29025	EMILY OLSZOWY	3 hours of face painting	10/15/2026	300.00
29071	STATE OF CALIFORNIA DEPT. OF J	FINGER PRINT APPS / SEPT 2026	10/28/2026	32.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
29072	CODY SWANSON	HIKE 9/5; 10/10/2026	10/28/2026	150.00
		Total for Department: 05 Administration		38,569.75
		Total for Fund:10 General Fund		613,480.73

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 15 Debt Services				
Department: 00				
0	US BANK, NA	2017 COPS LOAN / INTEREST PMT	10/21/2026	558,944.00
		Total for Department: 00		558,944.00
		Total for Fund:15 Debt Services		558,944.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	EXECUTIVE FACILITIES SERVICES	JANITORIAL SUPPLIES / AUG 202(	10/01/2026	426.14
0	EXECUTIVE FACILITIES SERVICES	SEPT 2026 JANITORIAL SVC	10/28/2026	7,315.79
28999	WEST COAST ARBORISTS INC.	BPO - TREE TRIMMING AND TRE	10/01/2026	12,420.00
29028	SHOWSCAPES, INC	LANDSCAPE SVC SEPT 2026	10/15/2026	39,196.66
29073	WEST COAST ARBORISTS INC.	BPO - TREE TRIMMING AND TRE	10/28/2026	10,294.00
		Total for Department: 00 Non Departmentalized		69,652.59
		Total for Fund:20 Assessment Fund		69,652.59

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
28988	JORDAN & BAIN LANDSCAPE ARC	Competition of a 16-court pickleball fa	10/01/2026	16,231.79
29020	FJS LAND CONSULTING INC	Professional Service-land surveying fo	10/15/2026	702.50
29065	JORDAN & BAIN LANDSCAPE ARC	Competition of a 16-court pickleball fa	10/28/2026	11,680.00
		Total for Department: 00		28,614.29
		Total for Fund:30 Park Dedication Fund		28,614.29

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 70 Capital Projects Fund				
Department: 00				
29064	IRIS GROUP HOLDINGS LLC	Remainder of Community Center Fire	10/28/2026	77,346.65
		Total for Department: 00		77,346.65
		Total for Fund:70 Capital Projects Fund		77,346.65

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		1,348,038.26

CASH REPORT

	10/31/2026 Balance	10/31/2025 Balance
Restricted Funds		
Debt Service - Restricted	$ 176,162.15	$ 162,158.67
457 Pension Trust Restricted	$ 174,791.19	$ 168,388.20
Cal CLASS/PW Quimby Fee - Restricted	$ 2,288,046.10	$ 3,982,984.32
Schwab - Quimby	$ 1,500,000.00	$ -
VC Pool Quimby- Restricted	$ 2,952,845.78	$ 2,849,418.04
Park Impact Fees	$ 2,419,494.40	$ 2,240,317.36
Total	**$ 9,511,339.62**	**$ 9,403,266.59**
	$ 17,693.15	
Semi-Restricted Funds		
Assessment	$ 901,509.74	$ 800,611.38
LAIF - Capital	$ 1,773,336.31	$ 1,690,305.64
PacWest/CalCLASS - Capital	$ 125,846.99	$ 1,984,414.48
Schwab - Capital	$ 1,500,000.00	$ -
Designated Project	$ 145,892.38	$ 230,484.00
Capital Reserves	$ 500,000.00	$ 500,000.00
Contingency - Operations Reserve	$ 2,025,994.36	$ 517,337.09
Contingency - Computer	$ 42,361.76	$ 40,000.00
Contingency - Repair/Oper/Admin	$ -	$ 470,000.00
Contingency - Compensated Absences	$ 154,165.39	$ 150,000.00
Contingency - Vehicle Replacement	$ 80,000.00	$ 80,000.00
Total	**$ 7,249,106.93**	**$ 6,463,152.59**
Unrestricted Funds		
Contingency	$ 4,511,829.75	$ 4,950,637.61
General Fund Checking	$ 364,301.61	$ 428,769.57
Total	**$ 4,876,131.36**	**$ 5,379,407.18**
Total of all Funds	**$ 21,636,577.91**	**$ 21,245,826.36**

	11/6/2026 Balance	11/30/2025 Balance
Restricted Funds		
Debt Service - Restricted	$ 176,162.15	$ 162,678.42
457 Pension Trust Restricted	$ 174,791.19	$ 168,935.82
Cal CLASS/PW Quimby Fee - Restricted	$ 2,288,046.10	$ 3,980,288.19
Schwab - Quimby	$ 1,500,000.00	$ -
VC Pool Quimby- Restricted	$ 2,952,845.78	$ 2,849,418.04
Park Impact Fees	$ 2,419,494.40	$ 2,247,736.34
Total	**$ 9,511,339.62**	**$ 9,409,056.81**
Semi-Restricted Funds		
Assessment	$ 901,509.74	$ 705,735.74
LAIF - Capital	$ 1,773,336.31	$ 1,690,305.64
PacWest/CalCLASS - Capital	$ 125,846.99	$ 1,913,176.12
Schwab - Capital	$ 1,500,000.00	$ -
Designated Project	$ 145,892.38	$ 230,484.00
Capital Reserves	$ 500,000.00	$ 500,000.00
Contingency - Operations Reserve	$ 2,025,994.36	$ 517,337.09
Contingency - Computer	$ 42,361.76	$ 40,000.00
Contingency - Repair/Oper/Admin	$ -	$ 470,000.00
Contingency - Compensated Absences	$ 154,165.39	$ 150,000.00
Contingency - Vehicle Replacement	$ 80,000.00	$ 80,000.00
Total	**$ 7,249,106.93**	**$ 6,297,038.59**
Unrestricted Funds		
Contingency	$ 4,311,829.75	$ 4,567,483.72
General Fund Checking	$ 335,972.66	$ 399,875.84
Total	**$ 4,647,802.41**	**$ 4,967,359.56**
Total of all Funds	**$ 21,408,248.96**	**$ 20,673,454.96**

Developer	Project					Quimby Funds				GL Code
	No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date	Assigned
ELACORA MISSION OAKS						**$ 2,649,209.00**	$ 2,649,209.00		**8/8/2021**	
	1	Encanto	Playground Equipment Installation		$ 189,887.74		$ 2,459,321.26	11/3/2016		
Budget Allocation 11/5/2020	2	Arneill Rch Pk	Arneill Ranch Park Renovation	$ 1,500,000.00	$ 1,496,641.96		$ 962,679.30	11/5/2020		8464
Budget Allocation 7/7/2021	3		Freedom Pickleball Courts	$ 1,400,000.00	$ 766,148.58		$ 196,530.72			8493
	4		Camarillo Nature Center	$ 300,000.00	$ -		$ 196,530.72			
	5		Freedom Park Landscape and Walking Path		$ -		$ 196,530.72			
			Freedom Baseball Fields		$ -		$ 196,530.72			
				$ 3,200,000.00	**$ 2,452,678.28**		**$ 196,530.72**			
KB HOMES						**$ 474,353.00**	$ 474,353.00		**8/10/2021**	
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavilion*	$ 425,000.00	$ 32,368.30		$ 441,984.70			8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	$ 139,500.00	$ 166,253.78		$ 275,730.92			8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavilion	$ 65,000.00	$ 31,537.74		$ 244,193.18			8447
	4		Community Center Classroom and Auditorium Enhancements		$ 206,464.18		$ 37,729.00			8513
	5		Dos Caminos Expansion and ADA		$ -		$ 37,729.00			
				$ 629,500.00	**$ 436,624.00**		**$ 37,729.00**			
HABITAT FOR HUMANITY						**$ 35,242.00**	$ 35,242.00		**9/17/2024**	
Public Hearing 3/6/2024	1		Community Center Improvements	$ 35,242.00	$ -		$ 35,242.00			
	2		Freedom Pickleball Courts	$ 35,242.00	$ -		$ 35,242.00			
					$ -		$ 35,242.00			
				$ 70,484.00	**$ -**		**$ 35,242.00**			
SHEA HOMES						**$ 1,264,500.00**	$ 1,264,500.00		**11/21/2024**	
Public Hearing 7/5/2023	1		Multi-Use Gymnasium	$ 1,000,000.00	$ -		$ 1,264,500.00	7/5/2023		8504
Public Hearing 9/4/2024	2		Freedom Park ADA Bathroom	$ 500,000.00	$ 53,528.10		$ 1,210,971.90	11/4/2024		8529
	3		Freedom Park Improvements		$ -		$ 1,210,971.90			
	4		Community Center Improvements		$ -		$ 1,210,971.90			
	5				$ -		$ 1,210,971.90			
					$ -		$ 1,210,971.90			
				$ 1,500,000.00	**$ 53,528.10**		**$ 1,210,971.90**			
Williams Homes						**$ 2,840,447.45**	$ 2,840,447.45		**7/29/2027**	
							$ 2,840,447.45			
Somis Ranch Phase 1						**$ 347,625.00**	$ 347,625.00		**8/5/2027**	
							$ 347,625.00			
Somis Ranch Phase 2						**$ 278,100.00**	$ 278,100.00		**10/20/2027**	
							$ 278,100.00			
Barry 60 LP						**$ 313,508.00**	$ 313,508.00		**3/15/2028**	
							$ 313,508.00			
Interest						**$ 1,480,737.81**	$ 1,480,737.81			
							$ 1,480,737.81			
Grand Total				**$ 8,052,196.25**	**$ 5,830,641.33**	**$ 12,571,533.21**	**$ 6,740,891.88**			

17/202

Pleasant Valley Recreation and Park District
Park Impact Fee's Collected
October 2026

FY2022							
Date Received	**Amount Received**	**Applicant**	**Applicant Project**	**District Project (Account Number)**	**Amount Allocated**	**Amount Spent**	**Amount Remaining**
10/28/2021	$ 158.40	Square One Arch	Messner Filtration	Bob Kildee Playground (8542)	$ 158.40	$ -	$ 158.40
12/20/2021	$ 6,983.00	Art Wahl	Stern Residence	Bob Kildee Playground (8542)	$ 6,983.00	$ -	$ 6,983.00
12/21/2021	$ 158,222.80	Levon Ghukasyan	Village at the Park	Bob Kildee Playground (8542)	$ 158,222.80	$ -	$ 158,222.80
3/23/2022	$ 6,983.00	Crestview Ranch	Spanish Hills Estates	Bob Kildee Playground (8542)	$ 6,983.00	$ -	$ 6,983.00
FY2023							
Date Received	**Amount Received**	**Applicant**	**Applicant Project**	**District Project (Account Number)**	**Amount Allocated**	**Amount Spent**	**Amount Remaining**
9/29/2022	$ 218.40	Raymond Dickerhoff	Wedgewood Weddings	Bob Kildee Playground (8542)	$ 218.40	$ -	$ 218.40
1/10/2023	$ 7,712.79	Travis Rodriguez	Jenkins Residence	Bob Kildee Playground (8542)	$ 7,712.79	$ -	$ 7,712.79
3/6/2023	$ 7,712.79	Michael Dubin	600 Corte Corride	Bob Kildee Playground (8542)	$ 7,712.79	$ -	$ 7,712.79
4/25/2023	$ 187.98	Daiva McBride	House of Bamboo	Bob Kildee Playground (8542)	$ 187.98	$ -	$ 187.98
4/28/2023	$ 7,712.79	Phineas Turner	RPD-206	Bob Kildee Playground (8542)	$ 7,712.79	$ -	$ 7,712.79
5/4/2023	$ 69.81	Sustainability Engineering Group	Ralph's Fuel Center	Bob Kildee Playground (8542)	$ 69.81	$ -	$ 69.81
5/24/2023	$ 17,511.56	RJ Rieves	Rexford Ind.	Bob Kildee Playground (8542)	$ 17,511.56	$ -	$ 17,511.56
FY2024							
Date Received	**Amount Received**	**Applicant**	**Applicant Project**	**District Project (Account Number)**	**Amount Allocated**	**Amount Spent**	**Amount Remaining**
9/7/2023	$ 1,771,314.00	Grant Williams	RPD-201 Camino Ruiz	Bob Kildee Playground (8542)	$ 36,526.68	$ -	$ 1,771,314.00
11/30/2023	$ 2,060.00	Dillon Merchant	Chick Fil-A				
3/5/2024	$ 660.00	Mahdi Rezvan	Ameill Pharmacy				
3/18/2024	$ 18,577.89	Robert Goetsch	IPD-405				
3/26/2024	$ 21,706.91	Charles Sandlin	Gleson/Dawson Self Storage				
FY2025							
Date Received	**Amount Received**	**Applicant**	**Applicant Project**	**District Project (Account Number)**	**Amount Allocated**	**Amount Spent**	**Amount Remaining**
7/19/2024	$ 8,159.33	Connor Christ	PR-1061				
7/19/2024	$ 8,159.33	Travis Rodriguez	PR-1062				
7/19/2024	$ 8,159.33	Connor Christ	PR-1063				
10/28/2024	$ 80.36	Rick Morga	IPD-258TI				
11/25/2024	$ 3,405.87	Texas Roadhouse	CPD-256				
2/14/2025	$ 8,159.33	Don Gordon	PR-1065				
FY2026							
Date Received	**Amount Received**	**Applicant**	**Applicant Project**	**District Project (Account Number)**	**Amount Allocated**	**Amount Spent**	**Amount Remaining**
7/1/2025	$ 9,513.80	Sean Trujillo	HTE 24-304				
9/2/2025	$ 8,955.84	GT Camarillo Owners,LLC	IPD-413				
10/3/2025	$ 6,088.32	Sarah Bertis	CostCo Fuel				
3/20/2026	$ 12,611.52	Robert Goetsch	IPD-409				
3/24/2026	$ 1,303.20	Hiji Investment Co	CPD-255				
4/27/2026	$ 78,370.08	Sarah Bertis	CostCo Warehouse				
FY2027							
Date Received	**Amount Received**	**Applicant**	**Applicant Project**	**District Project (Account Number)**	**Amount Allocated**	**Amount Spent**	**Amount Remaining**

YTD Received	**$**	**-**
YTD Interest Earned	**$**	**30,782.68**
Total Balance as of 10/31/2026	**$**	**2,419,494.40**
Interest Balance as of 10/31/2026	***$***	***321,292.58***

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

Investment Rate Report
October 2026

California CLASS

Investment Name	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
California CLASS	4.35%	4.34%	4.34%	4.32%	4.27%	4.19%	4.04%	3.88%	3.88%
	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
California CLASS	3.74%	3.70%	3.69%	3.70%	3.70%	3.72%	3.75%	3.82%	3.93%

· *Rates are the average monthly rate of return, Rounded to the nearest 2 decimals*

Ventura County Pool

Investment Name	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Ventura County Pool	4.31%	4.23%	4.21%	4.23%	4.23%	4.18%	4.17%	4.01%	3.94%
	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
Ventura County Pool	4.03%	3.85%	3.84%	3.82%	3.83%	3.81%	3.79%	3.86%	3.91%

Local Agency Investment Fund (LAIF)

Investment Name	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Local Agency Investment Fund (LAIF)	4.27%	4.27%	4.26%	4.25%	4.21%	4.15%	4.10%	4.03%	3.93%
	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
Local Agency Investment Fund (LAIF)	3.87%	3.83%	3.81%	3.81%	3.82%	3.84%	3.86%	3.91%	3.99%

Banc of California

Investment Name	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Banc of California	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%
	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
Banc of California	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT

TO: **BOARD OF DIRECTORS**

FROM: **MARY OTTEN, GENERAL MANAGER**
By: Justin Kiraly, Assistant General Manager

DATE: **December 3, 2026**

SUBJECT: **FINANCE REPORT OCTOBER 2026**

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH OCTOBER 31, 2026

The District's Statements of Revenues and Expenditures for the period of October 1, 2026, through October 31, 2026, with a year-to-date comparison for the period of October 1, 2025, through October 31, 2025, are attached. The percentage of the fiscal year completed is 25% through Period 3 of the current fiscal year. All dollar amounts as presented are rounded to the nearest whole dollar.

REVENUES

Total revenue, including the 4th month ending October 31, 2026, for Fund 10 (General Fund) has an overall decrease of $113,591 in comparison to Fiscal Year 2025-2026. The variance from the prior year includes: 1) decrease in Interest Earnings (5310) of $45,652; 2) decrease in Public Fees (5510-5520) of $31,081, and 3) decrease in Special Event (5561) of $33,231.74. The Interest decrease is due in part to the District receiving two and a half years of owed apportionment interest from the County in October of 2025. The decrease in Public Fees is due to the Aquatic Center being closed for 9 days and a slight decrease in Adult Sports and Contract Class participants. The decrease in Special Events is due to the new agreement with the City of Camarillo for the Summer Concert Series. Prior agreements had the District hold any donated/sponsorship funds each year to be used in the event of budget overruns in future years, with any money the District had collected and not used being returned to the City in the event of a break in the agreement. The District and City agreed to have the City retain the funds so there was no confusion about who had ultimate ownership of the collected funds. There was also $53,570 in one-time FEMA Grant reimbursement that was received in 2025.

There is a budgeted $160,000 of drawdowns from the Designated Projects cash account for multiple projects this year. As those projects are expended, the drawdown will be reflected.

Fund 15, the Debt Service Fund, is funded by inter-fund transfers. There is budgeted $833,788 from Fund 10 and $524,084 from Fund 20. $558,944 has been transferred in for the first COP payment. The remaining funds will be transferred when the First Apportionment is received in December. There was $646 in interest earnings this month.

Total revenue recorded for Fund 20 for October 2026, the Assessment District Fund, was $4,216 in interest earnings and $0 in Assessment Revenue.

Total revenue recorded for Fund 30 for October 2026, the Quimby Fund, was $10,701 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for October 2026, the Park Impact Fees Fund, was $8,051 in interest and $0 in Park Impact Fees collected. Park Impact Fees are collected only when certain requirements are met, and additional square footage is added to residential or commercial properties.

Fund 50 Community Development Block Grant has been fully expended and reported. There is nothing further to report.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. There are no funds as of this report.

Fund 70, the Capital Projects Fund, is primarily funded by interfund transfers. There is a budgeted transfer of $510,000 from Fund 10. Funds will be transferred when the First Apportionment is received in December. There was also $5,152 in Interest Earnings this month.

EXPENDITURES

Fund 10 Personnel Expenditures: Adjusting for the Unfunded Liability payment to CalPERS (6170) of $600,731, there is a year-over-year increase in salaries and benefits of $92,285. This increase is due to being at a higher level of staffing compared to this period last year, as well as Cost-Of-Living Adjustments (COLAs) and merit increases.

Fund 10 Service and Supply Expenditures show a decrease of $222,602 in comparison to the same period last year.

This decrease is in part due to the timing of the payment for Insurance Liability (6410) being made in full last year. This decision was made to take advantage of the two payments option and hold the cash in our accounts, resulting in a decrease of $189,937. There was also a decrease in Utilities – Water (7820) of $49,189. This is in part due to a one-year bookkeeping change to account for expenses in the month they were incurred, rather than the month they were paid.

There is budgeted $1,343,788 of fund transfers this year, $510,000 to Fund 70 – Capital Projects, and $833,788 to Fund 15 – Debt Service. $34,860 was transferred to Fund 15 for the initial COP Payment made in September. The remaining funds will be transferred when the First Apportionment is received in December.

Fund 10 Total Expenditures year-to-date are $100,584 less than compared to this point last year.

Fund 15 Total Expenditures year-to-date are $558,944 for the PV Fields COP.

Fund 20 Total Expenditures year-to-date are $206,652. There is also budgeted $524,084 of fund transfers this year to Fund 15 – Debt Service which were transferred in October.

Fund 30 has $12,383 in Pickleball Sports Complex spending this month.

Fund 40 has no spending this month.

Fund 70 has total capital expenditures this fiscal year of $39,677 for a new Park Truck in account 8420 – Equip/Facility Replacement, $106,322 in account 8517 - Community Center Alarm, $12,964 in account 8540 - PVAC Office AC, and $6,572 in account 8541 - SC Office AC.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 73%, Fund 15 by 59%, Fund 20 by 50%, Fund 30 by 99%, Fund 40 by 100%, and Fund 70 by 80%.

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statements for October 31, 2026, for Fund 10, Fund 15, Fund 20, Fund 30, Fund 40, and Fund 70.

ATTACHMENTS

1) Financial Statement of Revenue and Expenditures as of October 31, 2026, Fund 10 (2 pages)
2) Financial Statement of Revenue and Expenditures as of October 31, 2026, Fund 15 (1 page)
3) Financial Statement of Revenue and Expenditures as of October 31, 2026, Fund 20 (1 page)
4) Financial Statement of Revenue and Expenditures as of October 31, 2026, Fund 30 (1 page)
5) Financial Statement of Revenue and Expenditures as of October 31, 2026, Fund 40 (1 page)
6) Financial Statement of Revenue and Expenditures as of October 31, 2026, Fund 70 (1 page)

General Ledger
10 - General Fund
October 2026 33.3%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue						
5110-5230 Tax Apportionment	$ -	$ 26,163.52	$ 45,576.47	$ 9,684,615.00	$ 9,639,038.53	0%
5310 - Interest Earnings	$ 21,006.81	$ 156,232.20	$ 110,579.86	$ 210,000.00	$ 99,420.14	53%
5505 - Facility Cleaning Fee	$ 1,946.88	$ -	$ 9,285.12	$ -	$ (9,285.12)	-
5506 - Park Patrol Citations	$ 104.00	$ 4,286.57	$ 968.00	$ 4,000.00	$ 3,032.00	24%
5508 - Bingo - Primary Revenue	$ -	$ -	$ -	$ 3,600.00	$ 3,600.00	0%
5510 - Contract Classes-Public Fees	$ 15,430.18	$ 74,708.83	$ 68,656.15	$ 246,825.00	$ 178,168.85	28%
5511 - Public Fees	$ 18,469.67	$ 213,975.64	$ 186,963.04	$ 367,410.00	$ 180,446.96	51%
5520 - Public Fees-Entry Fees	$ 2,869.60	$ 10,994.40	$ 12,978.80	$ 47,240.00	$ 34,261.20	27%
5525 - Vending Concessions	$ -	$ -	$ 145.93	$ 1,100.00	$ 954.07	13%
5530 - Rental	$ 50,423.11	$ 258,296.41	$ 258,516.50	$ 787,989.00	$ 529,472.50	33%
5535 - Cell Tower Revenue	$ 5,938.69	$ 48,500.26	$ 37,885.33	$ 174,182.00	$ 136,296.67	22%
5540 - Parking Fees	$ 4,194.70	$ 10,832.46	$ 13,135.85	$ 25,000.00	$ 11,864.15	53%
5551 - EV Charging Fees	$ -	$ -	$ 2,533.05	$ 12,000.00	$ 9,466.95	21%
5555 - Advertising Revenue	$ 450.00	$ 855.00	$ 900.00	$ 6,000.00	$ 5,100.00	15%
5558 - Sponsorships/Donations	$ -	$ -	$ 143.05	$ 10,000.00	$ 9,856.95	1%
5561 - Special Event	$ (9,405.41)	$ 23,826.33	$ (9,405.41)	$ 142,144.00	$ 151,549.41	-7%
5563 - Staffing Cost Recovery	$ 322.00	$ 9,100.00	$ 23,054.00	$ 46,245.00	$ 23,191.00	50%
5564 - Special Event Permits	$ -	$ 200.00	$ 100.00	$ -	$ (100.00)	-
5566 - Security Services - Recovery	$ -	$ 2,200.00	$ 586.00	$ 8,240.00	$ 7,654.00	7%
5570 - Contributions	$ 55.00	$ 212.90	$ (1,750.82)	$ -	$ 1,750.82	-
5575 - Other Misc Revenue	$ 2,905.00	$ 28,241.50	$ 16,392.00	$ 44,500.00	$ 28,108.00	37%
5576 - Restricted Donations	$ 642.54	$ -	$ 10,990.03	$ -	$ (10,990.03)	-
5578 - Scholarship Donation	$ -	$ -	$ 5,000.00	$ -	$ (5,000.00)	-
5585 - Incentive Income	$ -	$ 649.89	$ 427.01	$ 2,360.00	$ 1,932.99	18%
5592 - FEMA Grant	$ -	$ 53,570.09	$ -	$ -	$ -	-
5600 - Reimbursement - ROPS	$ -	$ 167,072.77	$ 182,668.11	$ 615,000.00	$ 432,331.89	30%
Revenue	$ 115,352.77	$ 1,089,918.77	$ 976,328.07	$ 12,438,450.00	$ 11,462,121.93	8%
YTD Comparison			$ (113,590.70)			
1111-Designated Projects Drawdown	$ -	$ -	$ -	$ 160,000.00	$ 160,000.00	0%
Drawdown	$ -	$ -	$ -	$ 160,000.00	$ 160,000.00	0%
YTD Comparison			$ -			
Personnel	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	-
6100 - Full Time Salaries	$ 271,765.61	$ 971,789.20	$ 1,039,044.37	$ 3,605,312.81	$ 2,566,268.44	29%
6101 - Overtime Salaries	$ 1,703.16	$ 5,168.30	$ 7,091.96	$ 21,500.00	$ 14,408.04	33%
6105 - Car Allowance	$ 461.52	$ 1,846.08	$ 1,846.08	$ 6,000.00	$ 4,153.92	31%
6108 - Cell Phone Allowance	$ 1,448.00	$ 5,414.00	$ 5,732.00	$ 18,979.00	$ 13,247.00	30%
6110 - Part-Time Salaries	$ 27,718.40	$ 184,485.73	$ 183,248.94	$ 573,830.00	$ 390,581.06	32%
6120 - Retirement	$ 47,269.75	$ 174,010.22	$ 187,086.80	$ 660,502.57	$ 473,415.77	28%
6121 - 457 Pension	$ 87.17	$ 6,734.69	$ 6,734.69	$ 10,000.00	$ 3,265.31	67%
6125 - Deferred Compensation	$ 399.46	$ 1,578.56	$ 1,559.18	$ 6,600.00	$ 5,040.82	24%
6130 - Employee Insurance	$ 38,179.97	$ 121,379.09	$ 128,996.77	$ 474,857.50	$ 345,860.73	27%
6131 - Med Ins.- Retirees	$ 1,524.88	$ 5,850.36	$ 6,097.97	$ 19,740.00	$ 13,642.03	31%
6140 - Workers Compensation	$ 16,080.55	$ 59,733.83	$ 62,836.14	$ 218,621.97	$ 155,785.83	29%
6150 - Unemployment Insurance	$ -	$ -	$ -	$ 10,000.00	$ 10,000.00	0%
6170 - PERS Unfunded Liability	$ -	$ 570,318.00	$ 600,731.00	$ 663,504.00	$ 62,773.00	91%
Personnel	$ 406,638.47	$ 2,108,308.06	$ 2,231,005.90	$ 6,289,447.85	$ 4,058,441.95	35%
YTD Comparison			$ 122,697.84			
Services and Supplies	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	-
6210 - Telephone/Internet	$ 1,450.47	$ 7,354.60	$ 5,367.34	$ 17,584.00	$ 12,216.66	31%
6220 - IT Services	$ 4,619.37	$ 22,798.39	$ 18,460.62	$ 90,430.00	$ 71,969.38	20%
6230 - IT Hardware	$ 35.29	$ 5,168.71	$ 3,506.55	$ 5,900.00	$ 2,393.45	59%
6240 - Software Services	$ -	$ 13,374.25	$ 11,426.00	$ 45,696.00	$ 34,270.00	25%
6310 - Pool Chemicals	$ 937.37	$ 2,299.76	$ 2,999.76	$ 7,500.00	$ 4,500.24	40%
6320 - Janitorial Supplies	$ -	$ 21,561.07	$ 30,865.61	$ 76,200.00	$ 45,334.39	41%
6330 - Kitchen Supplies	$ -	$ -	$ 140.85	$ 920.00	$ 779.15	15%
6340 - Food Supplies	$ -	$ 2,404.25	$ 1,067.89	$ 6,924.00	$ 5,856.11	15%
6350 - Water Maint & Service	$ 92.90	$ 179.10	$ 407.00	$ 1,355.00	$ 948.00	30%
6360 - Laundry/Wash Service	$ -	$ 80.00	$ -	$ 1,615.00	$ 1,615.00	0%
6380 - Medical Supplies	$ -	$ 63.53	$ -	$ 700.00	$ 700.00	0%
6410 - Insurance Liability	$ -	$ 411,735.00	$ 221,798.50	$ 473,495.00	$ 251,696.50	47%
6500 - Equipment Maintenance	$ -	$ 53.57	$ 375.73	$ 2,500.00	$ 2,124.27	15%
6510 - Fuel	$ 15,373.59	$ 12,786.96	$ 23,872.29	$ 64,038.00	$ 40,165.71	37%
6520 - Vehicle Maintenance	$ 258.94	$ 5,833.55	$ 13,580.35	$ 46,620.00	$ 33,039.65	29%
6610 - Building Repair	$ 6,707.49	$ 22,391.27	$ 47,681.57	$ 79,779.00	$ 32,097.43	60%
6620 - HVAC Maintenance/Repairs	$ -	$ -	$ 1,438.50	$ 9,000.00	$ 7,561.50	16%
6630 - Playground Maintenance	$ -	$ 16,896.56	$ 1,071.61	$ 35,000.00	$ 33,928.39	3%
6650 - Deferred Maintenance	$ -	$ -	$ 12,903.25	$ 160,000.00	$ 147,096.75	8%
6710 - Grounds Maintenance	$ 14,217.90	$ 33,322.22	$ 35,698.77	$ 636,588.00	$ 600,889.23	6%
6730 - Contracted Pest Control	$ 1,200.00	$ 3,600.00	$ 4,025.00	$ 7,400.00	$ 3,375.00	54%
6740 - Rubbish & Refuse	$ 947.39	$ 29,058.14	$ 26,335.31	$ 102,082.00	$ 75,746.69	26%
6750 - Vandalism/Theft	$ -	$ 131.70	$ -	$ 1,500.00	$ 1,500.00	0%
6810 - Memberships	$ 10,427.00	$ 7,135.00	$ 16,677.00	$ 17,765.00	$ 1,088.00	94%

6910 - Office Supplies	$ 184.95	$ 3,971.24	$ 721.09	$ 31,554.00	$ 30,832.91	2%
6920 - Postage Expense	$ -	$ 7,241.16	$ 7,997.25	$ 25,075.00	$ 17,077.75	32%
6930 - Advertising Expense	$ -	$ -	$ 660.00	$ 9,945.00	$ 9,285.00	7%
6940 - Printing Charges	$ 593.67	$ 2,466.83	$ 2,733.98	$ 12,820.00	$ 10,086.02	21%
6950 - Bank & Registration Fees	$ 174.29	$ 9,383.08	$ 8,026.04	$ 48,920.00	$ 40,893.96	16%
6960 - Approp Redev/Collection Fees	$ -	$ 65.41	$ 114.05	$ 1,082,687.00	$ 1,082,572.95	0%
6980 - Minor Furn Fixture & Equip	$ 810.40	$ 1,943.46	$ 1,071.81	$ 9,337.00	$ 8,265.19	11%
7010 - Fingerprint Fees (HR)	$ 32.00	$ 267.50	$ 514.00	$ 3,360.00	$ 2,846.00	15%
7020 - Fire & Safety Insp Fees	$ -	$ -	$ -	$ 6,650.00	$ 6,650.00	0%
7030 - Permit & Licensing Fees	$ -	$ 510.00	$ 915.00	$ 9,208.00	$ 8,293.00	10%
7100 - Professional Services	$ 5,054.40	$ 51,233.35	$ 36,071.89	$ 174,156.00	$ 138,084.11	21%
7110 - Legal Services	$ 5,010.90	$ 11,149.98	$ 20,215.00	$ 96,000.00	$ 75,785.00	21%
7115 - Typeset and Print Services	$ -	$ 10,876.78	$ 11,992.70	$ 37,400.00	$ 25,407.30	32%
7120 - Instructor Services	$ 3,441.60	$ 59,860.54	$ 37,249.80	$ 160,323.00	$ 123,073.20	23%
7121 - Scholarships	$ 9.75	$ -	$ 616.50	$ 5,000.00	$ 4,383.50	12%
7125 - PERS Admin Fees	$ 392.33	$ 597.52	$ 737.97	$ 2,200.00	$ 1,462.03	34%
7130 - Audit Services	$ 750.00	$ 750.00	$ 8,030.00	$ 16,825.00	$ 8,795.00	48%
7140 - Medical & Health Srvcs	$ 150.00	$ 3,141.89	$ 340.00	$ 9,545.00	$ 9,205.00	4%
7150 - Security Services	$ 898.00	$ 3,339.50	$ 3,483.50	$ 9,217.00	$ 5,733.50	38%
7160 - Entertainment Services	$ -	$ 200.00	$ 450.00	$ 5,250.00	$ 4,800.00	9%
7180 - Business Services	$ 4,450.57	$ 75,490.59	$ 88,429.34	$ 217,623.00	$ 129,193.66	41%
7190 - Umpire/Referee Services	$ -	$ 785.00	$ 720.00	$ 3,330.00	$ 2,610.00	22%
7210 - Subscriptions	$ -	$ 316.23	$ 265.41	$ 3,010.00	$ 2,744.59	9%
7310 - Rents & Leases - Equip	$ 897.96	$ 8,995.84	$ 10,731.93	$ 37,325.00	$ 26,593.07	29%
7320 - Bldg/Field Leases & Rental	$ -	$ -	$ -	$ 9,180.00	$ 9,180.00	0%
7410 - Division Supplies	$ 4,172.72	$ 7,249.33	$ 8,047.61	$ 41,600.00	$ 33,552.39	19%
7440 - Sporting Goods	$ 358.81	$ 2,634.78	$ 979.79	$ 10,380.00	$ 9,400.21	9%
7450 - Arts and Craft Supplies	$ -	$ 84.71	$ -	$ 1,800.00	$ 1,800.00	0%
7460 - Training Supplies	$ -	$ -	$ -	$ 4,675.00	$ 4,675.00	0%
7500 - Small Tools	$ 103.57	$ 1,115.73	$ 153.44	$ 7,000.00	$ 6,846.56	2%
7510 - Safety Supplies	$ -	$ (85.78)	$ -	$ 3,575.00	$ 3,575.00	0%
7610 - Uniform Allowance	$ 325.06	$ 5,374.60	$ 7,997.83	$ 22,062.00	$ 14,064.17	36%
7620 - Safety Clothing	$ -	$ 52.97	$ -	$ 1,200.00	$ 1,200.00	0%
7710 - Conference&Seminar Staff	$ -	$ 4,085.00	$ 1,125.00	$ 26,313.00	$ 25,188.00	4%
7715 - Conference&Seminar Board	$ -	$ 2,043.99	$ 878.78	$ 3,175.00	$ 2,296.22	28%
7720 - Conference&Seminar Travel Exp	$ -	$ 1,582.31	$ -	$ 13,445.00	$ 13,445.00	0%
7725 - Out of Town Travel Board	$ -	$ 1,171.35	$ 281.96	$ 3,615.00	$ 3,333.04	8%
7730 - Private Vehicle Mileage	$ 61.12	$ 101.36	$ 180.53	$ 1,520.00	$ 1,339.47	12%
7750 - Buses/Excursions	$ -	$ 6,326.48	$ 6,518.33	$ 12,000.00	$ 5,481.67	54%
7760 - Tuition/Book Reimbursement	$ -	$ -	$ -	$ 4,000.00	$ 4,000.00	0%
7810 - Utilities - Gas	$ 2,560.89	$ 7,980.83	$ 6,346.38	$ 54,180.00	$ 47,833.62	12%
7820 - Utilities - Water	$ 26,230.91	$ 454,933.55	$ 405,744.46	$ 1,068,790.00	$ 663,045.54	38%
7830 - Utilities - Electric	$ 9,292.06	$ 52,995.67	$ 39,477.79	$ 198,500.00	$ 159,022.21	20%
7840 - Airport Assessment Exp	$ -	$ -	$ -	$ 14,000.00	$ 14,000.00	0%
7910 - Awards and Certificates	$ -	$ 4,572.03	$ 810.21	$ 16,070.00	$ 15,259.79	5%
7920 - Meals for Staff Training	$ -	$ 266.11	$ 279.23	$ 3,000.00	$ 2,720.77	9%
7930 - Employee Morale	$ -	$ 491.45	$ 580.29	$ 5,500.00	$ 4,919.71	11%
Services and Supplies	$ 122,223.67	$ 1,423,790.00	$ 1,201,188.39	$ 5,432,931.00	$ 4,231,742.61	22%
YTD Comparison			$ (222,601.61)			
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	-
8531 - Bob Kildee Windscreens	$ -	$ 680.00	$ -	$ -	$ -	-
Capital	$ -	$ 680.00	$ -	$ -	$ -	-
YTD Comparison			$ (680.00)			
Total Expenses	$ 528,862.14	$ 3,532,778.06	$ 3,432,194.29	$ 11,722,378.85	$ 8,290,184.56	29%
YTD Comparison			$ (100,583.77)			
Interfund Transfers Out						
Capital Fund 70 Transfer Out	$ -	$ -	$ -	$ 510,000.00	$ 510,000.00	0%
Debt Service Fund 15 Transfer Out	$ 34,860.00	$ -	$ 34,860.00	$ 833,788.00	$ 833,788.00	4%
Interfund Transfers Out	$ 34,860.00	$ -	$ 34,860.00	$ 1,343,788.00	$ 1,343,788.00	3%
YTD Comparison			$ 34,860.00			
Revenue plus Drawdown Total	$ 115,352.77	$ 1,089,918.77	$ 976,328.07	$ 12,598,450.00	$ 11,622,121.93	8%
Expenses plus Transfers Out Total	$ 563,722.14	$ 3,532,778.06	$ 3,467,054.29	$ 13,066,166.85	$ 9,633,972.56	27%
YTD Revenue-Expenses		$ (2,442,859.29)	$ (2,490,726.22)			
YTD Comparison			$ (47,866.93)			

General Ledger
15 - Debt Service Fund
October 2027 33.3%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue						
5310 - Interest Earnings	$ 646.25	$ -	$ 2,300.79	$ -	$ (1,654.54)	-
Revenue	$ 646.25	$ -	$ 2,300.79	$ -	$ (1,654.54)	74%
YTD Comparison			$ 2,300.79			
Interfund Transfers In						
General Fund 10 Transfer	$ 34,860.00	$ -	$ 34,860.00	$ 833,788.00	$ 798,928.00	4%
Assessment Fund 15 Transfer	$ 524,084.00	$ -	$ 524,084.00	$ 524,084.00	$ -	100%
Interfund Transfers In	$ 558,944.00	$ -	$ 558,944.00	$ 1,357,872.00	$ 798,928.00	41%
YTD Comparison			$ 558,944.00			
Services and Supplies						
7950 - COP Debt - PV Fields	$ -	$ 553,695.64	$ 558,944.00	$ 752,769.00	$ 193,825.00	74%
7951 - ELPA Energy Services Project	$ -	$ -	$ -	$ 605,103.00	$ 605,103.00	0%
Services and Supplies	$ -	$ 553,695.64	$ 558,944.00	$ 752,769.00	$ 193,825.00	74%
YTD Comparison			$ 5,248.36			
Total Expenses	$ -	$ 553,695.64	$ 558,944.00	$ 1,357,872.00	$ 798,928.00	41%
YTD Comparison			$ 5,248.36			
Revenue plus Transfers In Total	$ 559,590.25	$ -	$ 561,244.79	$ 1,357,872.00	$ 797,273.46	41%
Expenses Total	$ -	$ 553,695.64	$ 558,944.00	$ 1,357,872.00	$ 798,928.00	41%
YTD Revenue-Expenses		$ (553,695.64)	$ 2,300.79			
YTD Comparison			$ 555,996.43			

General Ledger
20 - Assessment Fund
October 2026 33.3%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue						
	$ -	$ -	$ -	$ -	$ -	-
5310 - Interest Earnings	$ 4,216.25	$ 27,395.05	$ 19,089.87	$ 25,000.00	$ 5,910.13	76%
5500 - Assessment Revenue	$ -	$ 2,189.31	$ 3,401.82	$ 1,435,332.00	$ 1,431,930.18	0%
Revenue	$ 4,216.25	$ 29,584.36	$ 22,491.69	$ 1,460,332.00	$ 1,437,840.31	2%
YTD Comparison			$ (7,092.67)			
Services and Supplies	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
6709 - Incidental Costs - Assess	$ -	$ 11,781.64	$ -	$ 19,444.00	$ 19,444.00	0%
6710 - Grounds Maintenance	$ -	$ -	$ 7,063.79	$ 78,294.00	$ 71,230.21	9%
6719 - Tree Care	$ 10,294.00	$ 3,876.00	$ 58,738.00	$ 160,000.00	$ 101,262.00	37%
6720 - Contracted LS Services	$ 46,512.45	$ 147,941.26	$ 140,841.89	$ 618,416.00	$ 477,574.11	23%
6722 - Park Amenities - Assess	$ -	$ -	$ -	$ 44,000.00	$ 44,000.00	0%
6960 - Approp Redev/Collection Fees	$ -	$ 5.47	$ 8.50	$ 10,000.00	$ 9,991.50	0%
Services and Supplies	$ 56,806.45	$ 163,604.37	$ 206,652.18	$ 930,154.00	$ 723,501.82	22%
YTD Comparison			$ 43,047.81			
Total Expenses	$ 56,806.45	$ 163,604.37	$ 206,652.18	$ 930,154.00	$ 723,501.82	22%
YTD Comparison			$ 43,047.81			
Interfund Transfers Out						
Debt Service Fund 15 Transfer Out	$ 524,084.00	$ -	$ 524,084.00	$ 524,084.00	$ -	100%
Interfund Transfers Out	$ 524,084.00	$ -	$ 524,084.00	$ 524,084.00	$ -	100%
YTD Comparison			$ 524,084.00			
Revenue Total	$ 4,216.25	$ 29,584.36	$ 22,491.69	$ 1,460,332.00	$ 1,437,840.31	2%
Expense plus Transfers Out Total	$ 580,890.45	$ 163,604.37	$ 730,736.18	$ 1,454,238.00	$ 723,501.82	50%
YTD Revenue-Expenses-Transfers Out		$ (134,020.01)	$ (708,244.49)			
YTD Comparison			$ (574,224.48)			

General Ledger
30 - Park Dedication Fund
October 2026 33.3%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue						
	$ -	$ -	$ -	$ -	$ -	-
5310 - Interest Earnings	$ 10,701.26	$ 81,933.54	$ 42,546.23	$ 100,000.00	$ 57,453.77	43%
Revenue	$ 10,701.26	$ 81,933.54	$ 42,546.23	$ 100,000.00	$ 57,453.77	43%
YTD Comparison			$ (39,387.31)			
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
8493 - Pickleball Sports Complex	$ 12,382.50	$ 23,700.16	$ 31,909.29	$ 425,000.00	$ 393,090.71	8%
8504 - Multi-Generation Center	$ -	$ -	$ -	$ 1,000,000.00	$ 1,000,000.00	0%
8513 - Community Ctr/Classroom Enhanc	$ -	$ 31,310.95	$ -	$ 37,729.00	$ 37,729.00	0%
8529 - Freedom Park ADA Bathroom	$ -	$ -	$ 6,000.00	$ 1,159,296.00	$ 1,153,296.00	1%
8538 - Dos Caminos Refurbishment	$ -	$ -	$ -	$ 100,000.00	$ 100,000.00	0%
8543 - Nature Center Overhaul	$ -	$ -	$ -	$ 350,000.00	$ 350,000.00	0%
Capital	$ 12,382.50	$ 55,011.11	$ 37,909.29	$ 3,072,025.00	$ 3,034,115.71	1%
YTD Comparison			$ (17,101.82)			
Total Expenses	$ 12,382.50	$ 55,011.11	$ 37,909.29	$ 3,072,025.00	$ 3,034,115.71	1%
YTD Comparison			$ (17,101.82)			
Revenue Total	$ 10,701.26	$ 81,933.54	$ 42,546.23	$ 100,000.00	$ 57,453.77	43%
Expenses Total	$ 12,382.50	$ 55,011.11	$ 37,909.29	$ 3,072,025.00	$ 3,034,115.71	1%
YTD Revenue-Expenses		$ 26,922.43	$ 4,636.94			
YTD Comparison			$ (22,285.49)			

Date Received	Amount	Amount Earmarked	Developer	Amount Expended	Balance	Allocation Date
8/8/2016	$ 2,649,209.00	$ 3,200,000.00	Comstock/Elacora Mission Oaks	$ 2,452,678.28	$ 196,530.72	8/8/2021
8/10/2016	$ 474,353.00	$ 629,500.00	KB Homes	$ 436,624.00	$ 37,729.00	8/10/2021
3/6/2019	$ 35,242.00	$ 70,484.00	Habitat for Humanity	$ -	$ 35,242.00	9/17/2024
11/21/2019	$ 1,264,500.00	$ 1,500,000.00	Shea Homes	$ 53,528.10	$ 1,210,971.90	11/21/2024
7/29/2022	$ 2,840,447.45	$ -	Williams Homes	$ -	$ 2,840,447.45	7/29/2027
8/5/2022	$ 347,625.00	$ -	Somis Ranch Phase 1	$ -	$ 347,625.00	8/5/2027
10/20/2022	$ 278,100.00	$ -	Somis Ranch Phase 2	$ -	$ 278,100.00	10/20/2027
3/15/2023	$ 313,508.00	$ -	Barry 60 LP	$ -	$ 313,508.00	3/15/2028
	$ 1,480,737.81	$ -	Interest Account	$ -	$ 1,480,737.81	
Total	**$ 12,571,533.21**	**$ 8,392,685.95**		**$ 5,830,641.33**	**$ 6,740,891.88**	

General Ledger
40 - Park Impact Fees Fund
October 2026 33.3%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue						
	$ -	$ -	$ -	$ -	$ -	-
5310 - Interest Earnings	$ 8,050.69	$ 31,819.27	$ 30,782.68	$ 40,000.00	$ 9,217.32	77%
5450 - Park Impact Fees	$ -	$ 24,557.96	$ -	$ -	$ -	-
Revenue	$ 8,050.69	$ 56,377.23	$ 30,782.68	$ 40,000.00	$ 9,217.32	77%
YTD Comparison			$ (25,594.55)			
Services and Supplies	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
6951 - Administrative Fee	$ -	$ -	$ -	$ 1,500.00	$ 1,500.00	0%
Services and Supplies	$ -	$ -	$ -	$ 1,500.00	$ 1,500.00	0%
YTD Comparison			$ -			
Capital						
8542 - Bob Kildee Playground Overhaul	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00	0%
Capital	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00	0%
YTD Comparison			$ -			
Total Expenses	$ -	$ -	$ -	$ 251,500.00	$ 251,500.00	0%
YTD Comparison			$ -			
Revenue Total	$ 8,050.69	$ 56,377.23	$ 30,782.68	$ 40,000.00	$ 9,217.32	77%
Expenses Total	$ -	$ -	$ -	$ 251,500.00	$ 251,500.00	0%
YTD Revenue-Expenses		$ 56,377.23	$ 30,782.68			
YTD Comparison			$ (25,594.55)			

General Ledger
70 - Capital Projects Fund
October 2026 33.3%

Account-Description	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue						
	$ -	$ -	$ -	$ -	$ -	-
5310 - Interest Earnings	$ 5,152.16	$ 64,361.09	$ 39,302.23	$ 60,000.00	$ 20,697.77	66%
Revenue	$ 5,152.16	$ 64,361.09	$ 39,302.23	$ 60,000.00	$ 20,697.77	66%
YTD Comparison			$ (25,058.86)			
Interfund Transfers In						
General Fund 10 Transfer In	$ -	$ -	$ -	$ 510,000.00	$ 510,000.00	0%
Interfund Transfers In	$ -	$ -	$ -	$ 510,000.00	$ 510,000.00	0%
YTD Comparison			$ -			
Capital	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
8420 - Equip/Facility Replacement	$ -	$ 56,324.88	$ 39,677.03	$ 70,000.00	$ 30,322.97	57%
8517 - Community Center Alarm	$ 77,346.65	$ -	$ 106,321.65	$ 210,587.50	$ 104,265.85	50%
8518 - Bob Kildee Parking Lot	$ -	$ 586.95	$ -	$ -	$ -	-
8521 - Dos Caminos Parking Lot	$ -	$ 586.95	$ -	$ -	$ -	-
8533 - PVAC Window Wall Motors	$ -	$ 3,250.00	$ -	$ -	$ -	-
8534 - Freedom Center Refurbishment	$ -	$ -	$ -	$ 90,000.00	$ 90,000.00	0%
8535 - Lokker Park B-Ball Court Resur	$ -	$ 12,533.50	$ -	$ -	$ -	-
8536 - Springville Tennis Court Resur	$ -	$ 34,506.49	$ -	$ -	$ -	-
8537 - Springville Upper P-Lot Resurf	$ -	$ 22,542.00	$ -	$ -	$ -	-
8539 - Bob Kildee Tennis Court Resurf	$ -	$ -	$ -	$ 120,000.00	$ 120,000.00	0%
8540 - PVAC Office AC	$ -	$ -	$ 12,963.60	$ 13,000.00	$ 36.40	100%
8541 - SC Office AC	$ -	$ -	$ 6,572.20	$ 7,000.00	$ 427.80	94%
8542 - Bob Kildee Playground Overhaul	$ -	$ -	$ -	$ 300,000.00	$ 300,000.00	0%
Capital	$ 77,346.65	$ 130,330.77	$ 165,534.48	$ 810,587.50	$ 645,053.02	20%
YTD Comparison			$ 35,203.71			
Total Expenses	$ 77,346.65	$ 130,330.77	$ 165,534.48	$ 810,587.50	$ 645,053.02	20%
YTD Comparison			$ 35,203.71			
Revenue plus Transfers In Total	$ 5,152.16	$ 64,361.09	$ 39,302.23	$ 570,000.00	$ 530,697.77	7%
Expenses Total	$ 77,346.65	$ 130,330.77	$ 165,534.48	$ 810,587.50	$ 645,053.02	20%
YTD Revenue-Expenses		$ (65,969.68)	$ (126,232.25)			
YTD Comparison			$ (60,262.57)			

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT

TO: **BOARD OF DIRECTORS**

FROM: **MARY OTTEN, GENERAL MANAGER**
By: Nicole Lousen, Recreation Services Manager

DATE: **December 3, 2026**

SUBJECT: **CONSIDERATION AND APPROVAL OF A FOUR-AND-A-HALF-YEAR AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND THE COMMUNITY SERVICE ORGANIZATIONS**

SUMMARY
The Pleasant Valley Recreation & Park District ("District") has seven Community Service Organizations ("CSO") that perform a service for the benefit of the community, sponsored and approved by the Pleasant Valley Recreation and Park District Board of Directors ("Board"). In December 2023, the Board approved a three-year agreement between the District and the CSO groups for the term of January 1, 2024, through December 31, 2026. As the current agreements approach expiration, the District seeks to enter into a new four-and-a-half-year agreement with each individual CSO.

BACKGROUND
In 2008, the Board approved a standardized one-year agreement for eight Community Service Organizations (CSOs): Eagles Soccer Club, American Youth Soccer Organization, Camarillo Pony Baseball Association, Camarillo Girls Softball, Camarillo Youth Basketball, Cosmos Track Club, Pleasant Valley Swim Team, and Camarillo Stingers Football. The agreement established eligibility criteria, organizational responsibilities, and District obligations. Before standardizing the agreements, each organization was presented to the Board annually for approval. Beginning in 2017, the Board approved two-year agreements that incorporated updates to District policies and state laws, including concussion protocols, snack bar operations, and facility use.

In 2022, the Board approved a separate use and maintenance agreement with Camarillo Pony Baseball Association (CPBA) and United States Specialty Sports Association (USSSA). This agreement established a partnership under which CPBA assumed responsibility for a portion of the field maintenance and expanded recreational opportunities through the Advanced Baseball League (ABL). The separate agreement remains valid through July 5, 2027, contingent on CPBA maintaining its approved CSO status and meeting CSO requirements.

In 2023, CSO agreements, originally set to expire September 14, 2023, were extended twice to allow further Board discussion and resolution of outstanding insurance and other requirements. The final expiration date was December 31, 2023. Soon after, the Cosmos Track Club began utilizing facility space at school sites only. No longer needing use of District Facilities, Cosmos dropped their status as a District CSO group, bringing the total number of CSOs back to seven.

In December of 2023, the Board approved a three-year agreement for the seven CSOs, covering January 1, 2024, through December 31, 2026. The agreement retained the existing framework, extended the term to three years, added indemnification and vehicle-use requirements, and incorporated updates to reflect changes in District policies and state laws.

ANALYSIS

As the current Community Service Organization (CSO) agreements approach expiration on December 31, 2026, staff has reviewed and updated the proposed agreement to reflect changes in applicable state laws, District policies and procedures, guidance from the District's Insurance company, CAPRI, and legal counsel. The revised document maintains the same sections and prior requirements for the Districts partnerships with the seven approved CSOs while clarifying organizational responsibilities, with revised language and added clarifications. The proposed agreement would establish a term of January 1, 2027, through June 30, 2031. The four-and-a-half-year term is intended to align the agreement with the District's Board-approved four-year CSO fee schedule and the District's fiscal-year cycle. Existing CSO rates would remain in effect through June 30, 2027, with the approved phased fee schedule taking effect July 1, 2027, and continuing through June 30, 2031.

Below is a summary of the updates to the proposed agreement:

1. **Term**:
    - Establish a term of January 01, 2027 – June 30, 2031
    - Aligns the agreement term with the District's approved four-year CSO fee schedule.
2. **Field/ Facility Allocation and Use ("FFAU"):**
    - CSO may not remove a facility from its FFAU less than 30 days prior to the date. Aligns the agreement with the Districts FFAU process and allows released dates to be made available for reservation by another group.
    - Updates language throughout the section to clarify facility-use expectations and procedures.
3. **Insurance**:
    - To follow guidelines from the California Association for Parks and Recreation Indemnification ("CAPRI") and to align the District with current insurance standards and practices in California.
    - Clarifies requirements for additional insured endorsements, waiver of subrogation, and primary and noncontributory coverage.
        i. Additional Insured – A scheduled endorsement naming the District, it's directors, officers, agents, employees and volunteers shall be included as additional insureds on the Commercial General Liability policy by endorsement.
        ii. Waiver of Subrogation – The CSO's General Liability and Workers Compensation policies are to be endorsed to waive all rights of subrogation against the District.
        iii. Primary Non-Contributory- Insurance provided must be primary and noncontributory and include an endorsement
        iv. Indemnification Language updated.
        v. The term 'District Parties' was replaced with "…it's Directors, Officers, Agents, Volunteers, and Employees" for enhanced clarity of coverage.

4. **Safety & Security:**
    - Incorporated requirements related to AB 387 Nevaeh Youth Sports Safety Act (Health & Safety Code Section 124238.5), including applicable AED access and CPR/AED training requirements.
        i. Requires access to AEDs during all official practices and matches. Also requires coaches are trained and certified in CPR and AED use and are recertified at least every two years.
    - Language revised for clarification.
5. **Reservation Fees**:
    - Maintains current CSO rates through June 2027.
    - Implements the Board-approved four-year CSO fee schedule beginning July 1, 2027, with the intent of transitioning all CSOs to the Class 1 rate by June 30, 2031.
6. **Administrative**:
    - Consolidates and identifies annual documentation and submittal requirements to support consistent agreement administration.
    - Adds a Letter of Compliance related to AB 387, as applicable.
7. **Recitals:**
    - Adds severability, integration, California governing law, and attorney's fees provisions based on guidance from the District's legal counsel.

The Field and Facility Allocation and Use process document was updated to reduce the number of offenses allowed from six to four. Any items not specifically mentioned will be governed by the District's Ordinances and Policies. As part of the agreement, District Staff are including the below-related information needed with the agreement as attachments, when applicable to the organization:

A. FFAU Schedule
B. Field Closure Dates (approximate dates)
C. Field/Facility Allocation and Use Process
D. Field Lining Procedure
E. Alterations to District Facilities
F. Facility Use Agreement
G. Incident/Accident Report Log
H. Emergency Action Plan, Heat Illness Prevention Plan, and Inclement Weather Plan
I. AB2007 Concussion or other head injuries
J. AB 1 California Football Act
K. Snack Bar Agreement
L. Penal Code Sections 11165.7
M. Liability Insurance Requirements
N. AB 387 Navaeh Youth Sports Safety Act

The proposed agreement will be signed by all seven of the District approved CSOs, subject to completion of applicable renewal requirements. The agreement is intended to provide a consistent framework for the District's ongoing partnerships with these organizations while supporting safe, responsible, and equitable use of District facilities.

FISCAL IMPACT

The Board approved a four (4) year fee schedule for Community Service Organizations at the September 2, 2026, Board meeting. The proposed agreement aligns with that schedule, maintaining current CSO rates through June 30, 2027, and implementing the approved phased rates

beginning July 1, 2027, through June 30, 2031. The fee schedule is intended to transition all CSOs to the Class 1 rate by the end of the agreement term. Fee revenue will be based on the applicable approved rates and facility usage.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal:

- **4.4.A**: Build, maintain, and support relationships with local non-profit organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fulfill unmet needs.

RECOMMENDATION

It is recommended that the Board of Directors approve the proposed four-and-a-half-year CSO Agreement for January 1, 2027, through June 30, 2031, and renew the status of each CSO upon completion of all applicable renewal requirements.

ATTACHMENTS

1) Agreement between District and the CSO's (Proposed - Redline) (66 pages)
2) Agreement between District and the CSO's (Proposed - Clean) (61 pages)

LINKS TO THESE DOCUMENTS:

These documents can be found on the November 4, 2026, Board meeting page of the District website here: https://www.pvrpd.org/2026-11-04-board-regular-meeting

3) AYSO - Annual Update, Bylaws, Form 990 (103 pages)
4) Camarillo Stingers – Annual Update, Bylaws, Form 990 (35 pages)
5) CGSA – Annual Update, Bylaws, Form 990 (53 pages)
6) CPBA - Annual Update, Bylaws, Form 990 (99 pages)
7) CYBA - Annual Update, Bylaws, Form 990 (65 pages)
8) Eagles Soccer Club - Annual Update, Bylaws, Form 990 (87 pages)
9) PVST - Annual Update, Bylaws, Form 990 (33 pages)

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~~ violate~~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.~~

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.

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 all~~~~for~~ 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:

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. Requests for use outside these hours must be submitted at least (30) days in advance. ~~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.

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. –CSOs shall conduct annual training with coaches and volunteers on the District's Sports Turf Policy, field lining procedures, and field use requirements, using a standardized one-page reference provided by the District. A District representative should participate in at least one annual training to promote consistency and policy compliance. If additional clarification or intervention is needed, the District may require staff-led training. In the event of a sports turf violation, all coaches associated with the affected program or organization must complete District-led training within 30 days of the violation.

~~6.~~7.

~~7.~~8. The CSO ~~agrees to~~ must ~~on a daily basis~~daily. 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.~~9. 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.~~10. 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.~~11. Any additional field/facility maintenance ~~issues~~ requested by the CSO, ~~which may include~~including, 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 a~~at 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 request~~services.

~~11.~~12. 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.~~13. 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, 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.~~14. 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.~~15. 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.~~16. 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.

~~16.~~17. 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.

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(2016) 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. (Health & Safety Code Section 124235)

6. CSO shall comply and ensure all participants comply with AB1–(2019) 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. (Health & Safety Code Section 124240–124243).

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.~~

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. Requests for use of District facilities outside of business hours must be made a minimum of 30 Days in advance.

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.

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.~~

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 packets 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 areis 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.

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 subject to applicable law. In accordance with California AB 2007 (2026), the District will obtain express written consent from a parent or legal guardian before capturing, using, or publicly disclosing identifiable photographs, videos, audio recordings, or other identifying information of youth participants for public communications or promotional purposes. 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 may use general photographs or recordings in which individuals are not identifiable, consistent with applicable law. 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. The District may use general photographs or recordings in which individuals are not identifiable, consistent with applicable law.

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 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
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

~~(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

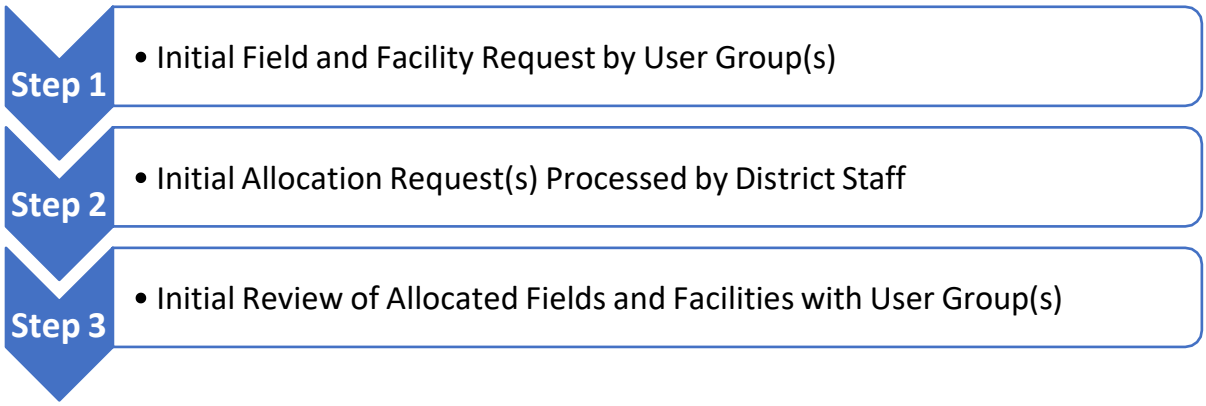
The District recognizes there may be conflicts for space and time that arise from this process.

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

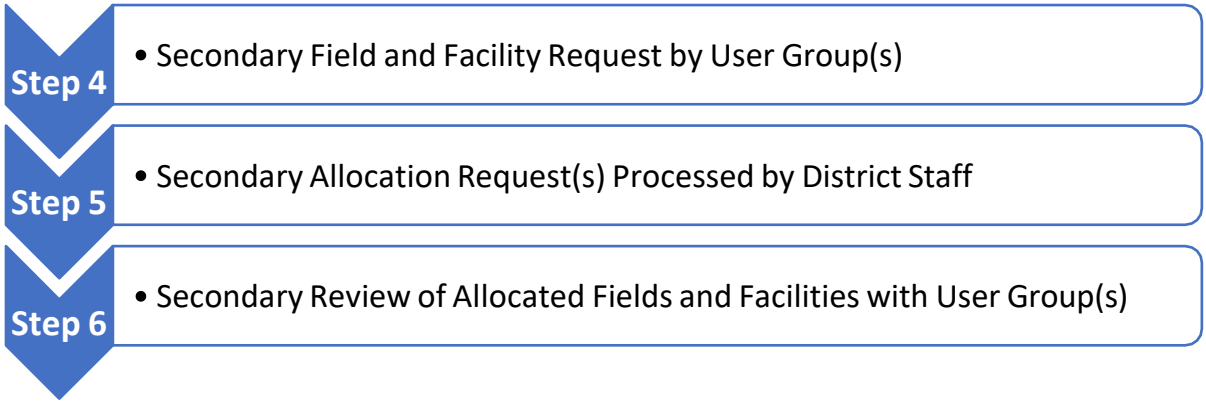
1. User Groups self-mediate to determine a fair and amicable solution
2. History of facility use between conflicting user groups
    a. Primary season/ primary facility for sport in question
    b. Order of priority:
        i. league practice or game
        ii. tournament use
        iii. camps/clinics
        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.

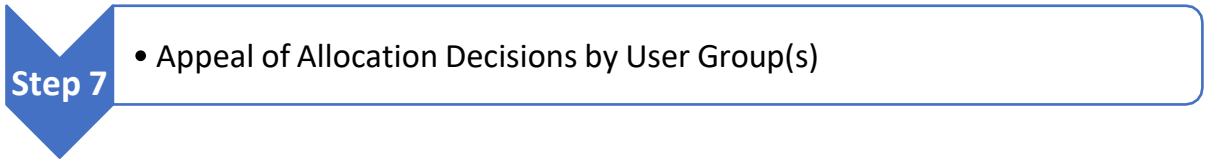
Any initial FFAU request by a user group that is turned in after the deadline date will be subject to a $25 per business day late fee. Example, if the due date is December 30 and the District receives it on January 4, we wouldn't count the holiday or weekend days, but business days would be charged at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



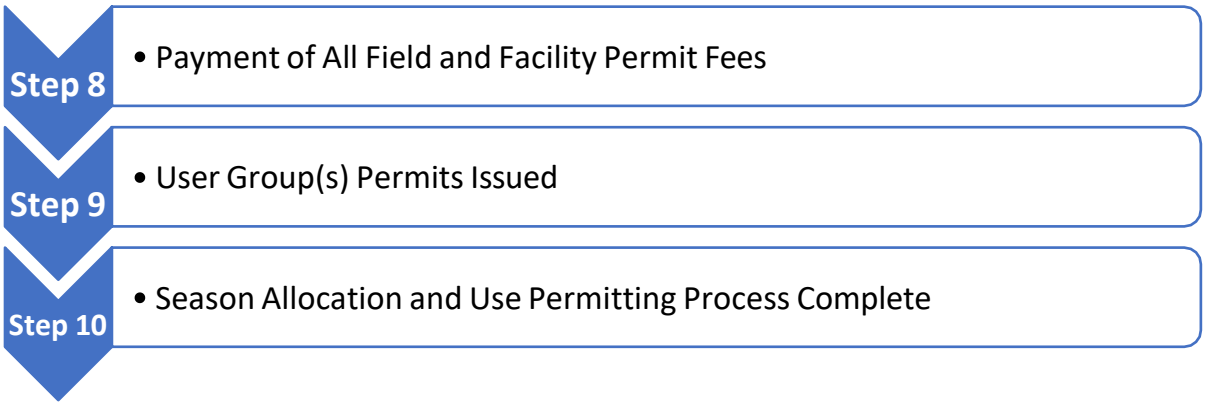
After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the secondary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

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

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

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.

_____

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.

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

---

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.

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

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"

❑ **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.

❑ **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.

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

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

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

Attachment 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)~~

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 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 four and half (4 ½) year starting January 1, 2027, and ending June 30, 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 may immediately terminate or suspend this Agreement without notice if the CSO or any of its parties: (i) violate 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 sexual impropriety, or the CSO files for bankruptcy or insolvency.

Upon receiving a notice of suspension, the CSO must correct the violation within 30 days, or within the timeframe specified by the General Manager or designee. 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.

During the suspension of this Agreement, the CSO could be liable to the District for fees in accordance with the District's Master fee Schedule until the suspension is lifted, or a final decision is reached. Whether a suspension becomes a termination, is a decision made by the District's Board. Upon termination or the expiration of this Agreement, any external user groups operating under the CSO's use of District property must obtain prior approval from the District to access or continue using District property.

Upon completion or termination of this Agreement, the CSO shall leave all District-owned equipment and property in its original working condition and shall restore all real property to the condition that existed prior to the CSO's use, other than permanent fixtures approved and installed on 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

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.

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 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 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:
        i. Late Submission: The organization will be charged $25 per business day that the FFAU is late.
        ii. 5th Business Day: If the FFAU has not been received by the fifth business day after the deadline, the District will issue a 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.
    c. 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. If the CSO 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 and charged a $25 administrative change fee.

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

1. 30 days prior to the date: Dates/times will be removed and the CSO will not be charged.
2. 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 may cancel or suspend facility or field use permits for games, practices, and other uses whenever conditions could result in injury to players or damage to District property. Permits may also be cancelled when the health and safety of participants are threatened by actual or anticipated conditions, including but not limited to heavy rains, muddy conditions, smog or air-quality alerts, extreme heat, fire, emergency situations, and high winds, pesticide application, or other conditions determined by the District to pose a health, safety, or property risk.

4. All games and practices will take place between the hours of 8:00AM and 10:00PM, unless approved in advance in writing by District's General Manager or designee. Requests for use outside these hours must be submitted at least (30) days in advance. Additional fees may apply to requests for use outside of such hours, including fees for staffing, facility access, or other District services.

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 Sports Turf Policy. League play takes precedence over practice.

6. CSO's are required to hold an annual training with coaches, and volunteers to review and enforce the District's Sports Turf Policy and Field Lining process per space usage. CSOs shall conduct annual training with coaches and volunteers on the District's Sports Turf Policy, field lining procedures, and field use requirements, using a standardized one-page reference provided by the District. A District representative should participate in at least one annual training to promote consistency and policy compliance. If additional clarification or intervention is needed, the District may require staff-led training. In the event of a sports turf violation, all coaches associated with the affected program or organization must complete District-led training within 30 days of the violation.

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

8. The District shall prepare rented space as follows per CSO space usage:
    a. All fields into playable condition for tournaments and/or seasonal play.
    b. The Aquatic Center will meet swimmable conditions for practices/meets.
    c. Gymnasium use is provided in partnership with Pleasant Valley School District (PVSD). The CSO will report any facility issues or concerns

identified during its reserved use to the District. The District will 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 requested by the CSO, including but not limited to field renovations, soil additions, portable fences, storage areas, mowing, fence repair, or relocation of District property, etc. must be submitted in writing to the District's General Manager at least 60-days in advance. The CSO will be responsible for all costs associated with the approved request, including materials, District staff or designee time, and outside vendor services.

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 work, the CSO must submit plans, specifications and drawings detailing the proposed alterations or improvements for District review and written approval. 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. The District review or approval does not create any liability or responsibility for the plans, specifications, 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.

    As a condition of approval, the CSO 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. Upon receiving approval, the CSO will diligently execute the work to completion. Before any work begins, the CSO 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 vehicle, personal vehicle, vendor vehicle(s), trailer(s), equipment, or other vehicle(s) may be driven, parked or placed on District fields without the express written prior 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, employees, contractors, or agents. All golf carts used by the CSO in connection with its use of the District Property 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.

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.

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 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 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, 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 stored. The District is not responsible for any damage or theft of any 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.

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

SAFETY & SECURITY

1. The CSO must complete a monthly Accident/Incident report log (Attachment G) identifying each minor accident or injury involving participants, spectators, volunteers, umpires, referees, or paid staff in connection with the CSO's reserved use. Any accident or injury requiring medical attention, or hospitalization, etc. must be reported to the District within 24 hours. The CSO must provide the District with a copy of the completed Accident/Incident for any accident or incident that may result in a claim against the District or involves damage to District property within 72 hours of when the CSO is first 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(2016) 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. (Health & Safety Code Section 124235)

6. CSO shall comply and ensure all participants comply with AB1(2019) 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. (Health & Safety Code Section 124240–124243).

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. 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

   (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)

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
   b. _____ per hour of facility/field use for July 1, 2027-June 30, 2028
   c. _____ per hour of facility/field use for July 1, 2028-June 30, 2029
   d. _____ per hour of facility/field use for July 1, 2029-June 30, 2030
   e. _____ per hour of facility/field use for July 1, 2030-June 30, 2031

   f. Other District Fees may apply including, but not limited to, Staffing, Sport Lighting, Janitorial Services, Storage area, 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 and after 10:00 PM. Requests for use of District facilities outside of business hours must be made a minimum of 30 Days in advance.

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.

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

ADVERTISING

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

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

PROGRAMMING

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

ADMINISTRATIVE

Annual submittals will be reviewed by District staff and may be used to determine whether the CSO remains eligible for 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. 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)
    d. AB 387 Health & Safety Code Section 124238.5 (AED Access & Training)

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 packet should be complete, accurate, and provide transparency for the public and is due to the District by **September 1st** of each year.

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

Each CSO 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.

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

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 subject to applicable law. In accordance with California AB 2007 (2026), the District will obtain express written consent from a parent or legal guardian before capturing, using, or publicly disclosing identifiable photographs, videos, audio recordings, or other identifying information of youth participants for public communications or promotional purposes. The CSO waives any right to review or approve the finished product or the use to which it may be applied. The District may use general photographs or recordings in which individuals are not identifiable, consistent with applicable law.

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 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.

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.

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

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.

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.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.

ATTACHMENTS:

A. FFAU Schedule
B. Field Closure Dates (approximate dates)
C. Field Facility Allocation and Use Process
D. Field Lining Procedure
E. Alterations to District Facilities
F. Facility Use Agreement
G. Incident/Accident Report Log
H. Emergency Action Plan, Heat Illness Prevention Plan, and Inclement Weather Plan
I. AB2007 Concussion or other head injuries
J. AB 1 California Football Act
K. Snack Bar Agreement
L. Penal Code Sections 11165.7 and 11166
M. Liability Insurance Requirements
N. AB 387 Health & Safety Code Section 124238.5

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

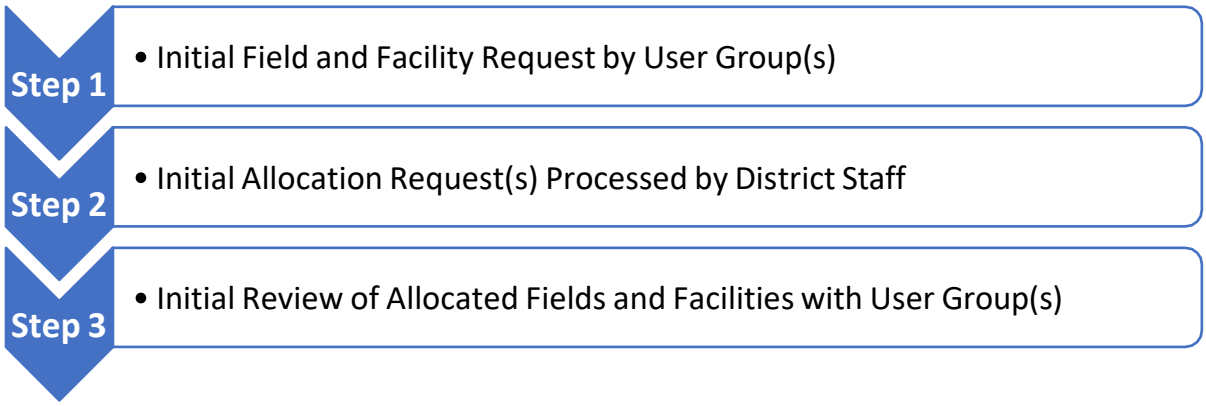
The District recognizes there may be conflicts for space and time that arise from this process.

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

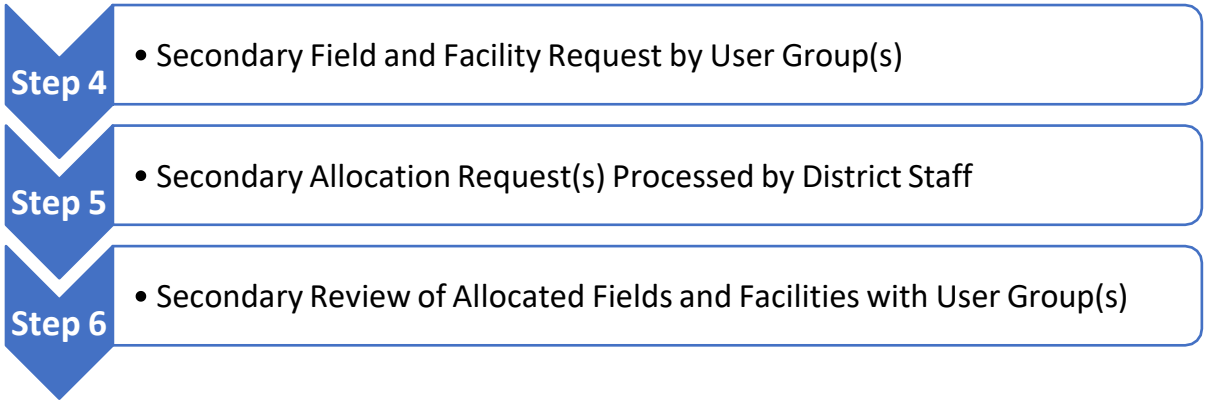
1. User Groups self-mediate to determine a fair and amicable solution
2. History of facility use between conflicting user groups
    a. Primary season/ primary facility for sport in question
    b. Order of priority:
        i. league practice or game
        ii. tournament use
        iii. camps/clinics
        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.

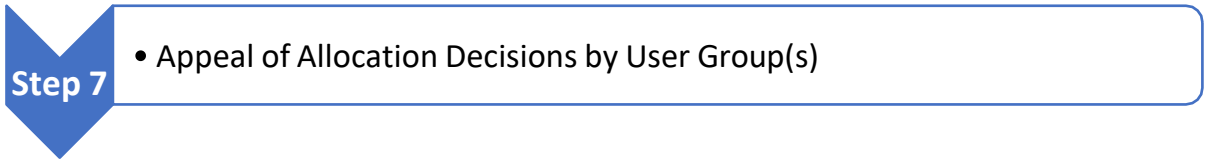
Any initial FFAU request by a user group that is turned in after the deadline date will be subject to a $25 per business day late fee. Example, if the due date is December 30 and the District receives it on January 4, we wouldn't count the holiday or weekend days, but business days would be charged at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



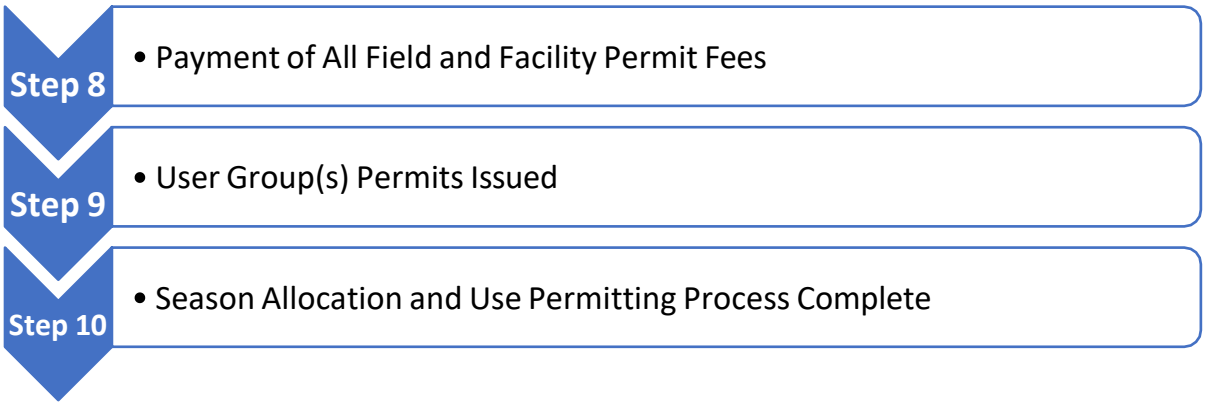
After the initial request(s) have been processed, allocated, and reviewed between the District and the User Group (Steps 1-3), any User Group may submit additional field and facility requests. All applications received after the initial allocation request deadlines will be processed as part of the secondary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

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.

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 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

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 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

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

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.

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.

_____

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.

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.

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

---

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 _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. 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.

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).

.

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

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 directors, officers, agents, 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 directors, officers, agents, employees, and volunteers"

❑ **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.

❑ **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.

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

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

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

Attachment 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.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT

TO: **BOARD OF DIRECTORS**

FROM: **MARY OTTEN, GENERAL MANAGER**

DATE: **December 3, 2026**

SUBJECT: **REVIEW AND APPROVE THE UPDATED INTRODUCTION, VISION, AND CORE VALUES FOR THE 2027–2032 FIVE-YEAR STRATEGIC PLAN**

SUMMARY

The District's Strategic Plan provides a framework for establishing organizational priorities, allocating resources, and aligning Board and staff efforts with the long-term needs of the community. The Committee is continuing its review of the District's 2027–2032 Strategic Plan to ensure the final document clearly communicates the District's priorities, purpose, and direction.

At its October 3, 2026, Board meeting, the Board approved the proposed strategic goals, strategies, and action steps for the 2027–2032 Strategic Plan. The next step is to review the plan's introduction, vision, and core values. This review will help ensure these foundational elements accurately reflect the District's purpose, aspirations, and organizational culture and align with the goals and strategies already approved by the Board.

BACKGROUND

The District maintains parks and facilities and offers a wide range of programming to residents in the Camarillo area. The District is committed to enriching lives by supporting active lifestyles and building community through parks, recreation programs, and special events.

In 2013 and 2021, the Board of Directors adopted Five-Year Strategic Plans to set District priorities. BHI Consulting assisted the District in developing both plans in collaboration with the Board, staff, and local community. These plans have served as key organizational management tools—establishing priorities, focusing energy and resources, strengthening operations, and ensuring that staff and the Board work collaboratively toward common goals.

The Strategic Plan brings together the District's foundational statements and its strategic priorities. The introduction provides context for the plan, the vision describes the future the District seeks to achieve, and the core values articulate the principles that guide the District's culture and operations. These elements should work together with the strategic goals, strategies, and action steps to provide a cohesive direction for the District.

- A clear introduction that explains the purpose and context of the Strategic Plan.
- A vision that describes the District's desired future direction.
- Core values that reflect the principles guiding the District's culture, decisions, and operations.

- Five Strategic Focus Areas that organize the District's priorities: Fiscal Stability, Community Needs, Infrastructure Improvements, Connectivity, and Safety & Operational Plans.
- Strategic goals, strategies, and action steps that support the Strategic Focus Areas and translate priorities into action.

ANALYSIS

The Long-Range Planning Committee ("Committee") has been meeting over the past several months to help guide development of the updated plan. In response to Board direction, staff has worked to create a more streamlined, user-friendly document that improves clarity, reduces duplication, and makes the District's priorities easier to understand. At its October 3, 2026, meeting, the Board approved the strategic goals, strategies, and action steps for the 2027–2032 Strategic Plan.

Strategic Focus Area	Key Topics	Element Objective
Fiscal Stability	Sound accounting practices, optimizing revenue, and controlling expenses	*Build Financial Resilience* by controlling expenditures, optimizing resources, and preparing for future needs.
Community Needs	Reservations, programming, priorities, gaps, etc.	*Meet Community Needs* by identifying priorities and gaps while boosting access, engagement, and participation through data-driven programs and outreach.
Infrastructure Improvements	Buildings, playgrounds, amenities, parking lots, park plans, etc.	*Increase Facility Capacity and Functionality* through strategic improvements and maintenance planning.
Connectivity	Mobility, trails, biking, charging stations, expansion, etc.	*Strengthen Connectivity and Access* by improving trails, mobility, communication, and regional partnerships.
Safety and Operational Plans	Safety & Compliance (ADA, lighting, emergency action planning, etc.)	*Maintain Parks and Facilities* that are safe, compliant, and prepared for emergencies, supported by effective staff practices.

With the strategic goals, strategies, and action steps approved, the next phase is to review the introduction, vision, and core values. The introduction, vision, and core values were subsequently presented to the Long Range Planning Committee for review and feedback and are now being brought before the Board for consideration. These foundational sections establish the context and overarching direction for the plan and should clearly align with the priorities approved by the Board. Board feedback will help staff finalize these sections and ensure the overall document is cohesive, accessible, and understandable to the community. The purpose of this discussion is for

the Board of Directors to review the proposed introduction, vision, and core values for the 2027–2032 Strategic Plan and provide feedback or direction to staff. Following this review, staff will incorporate the Board's direction into the final plan.

FISCAL IMPACT

There is no fiscal impact associated with reviewing the introduction, vision, and core values of the Strategic Plan.

RECOMMENDATION

It is recommended that the Board review and approve the updated introduction, vision, and core values for the 2027–2032 Strategic Plan.

ATTACHMENTS

1) 2021 – 2026 Strategic Plan (29 pages)
2) Draft Introduction, Mission, Vision (5 pages)

PLEASANT VALLEY
RECREATION & PARK DISTRICT

Strategic PLAN 2021 2026












2021 Governing Board of Directors

Mark Malloy, Chairperson
Robert Kelley, Director
Elaine Magner, Director
Bev Dransfeldt, Director
Jordan Roberts, Director

District Staff

Document co-authors:
Mary Otten, General Manager
Leo Young, Administrative Services Manager
Eric L. Storrie, CPRP, Recreation Services Manager
Bob Cerasuolo, Park Services Manager
Jessica A. Puckett, CPRP, Administrative Analyst

Consultants

Brent H. Ives, BHI Management Consulting

Administrative Office
1605 E. Burnley St.
Camarillo, CA 93010
Phone: 805-482-1996
Fax: 805-482-3468
www.pvrpd.org

Pleasant Valley Recreation & Park District

Strategic Plan 2021-2026

Table of Contents

A. Introduction 1

B. Definitions 2

C. Recent Plan Development & the Continuation Process. 3

D. Mission Statement, Core Values, Vision Statement. 4

E. Strategic Focus Areas 5

F. District Boundary Map. 24

G. Strategy Overview. 25



A. Introduction

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the wider Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District encompasses the city of Camarillo ("City") and surrounding areas, serves a population of over 70,000 and covers an area of approximately 45 square miles including California State University Channel Islands. It has grown from one park to 28 parks since its inception 59 years ago. Within the District, a variety of recreational facilities exist, including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, pickleball/tennis courts, a running track, walking paths, premier soccer fields, hiking trails, a nature center, picnic pavilions, children's play equipment, and barbecue areas.

Strategic planning is an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, and ensure that staff and Board members are working toward common goals. It also establishes an agreement around intended outcomes/results and assesses from adjustments within the organizations direction in response to trends and changing environments. The process of implementing the Strategic Plan benefits the entire community by focusing the District's commitment to Recreation and Park Services. It seeks to strengthen and build upon opportunities while addressing areas of concern with preparedness, but also measures its success in achieving the intended outcomes/results.

The District is governed by a publicly elected Board of Directors consisting of five members and is managed by the District's General Manager. The District has three main departments: Administrative Services, Park Services, and Recreation Services. Pleasant Valley Recreation & Park District has developed its Strategic Plan to provide direction in serving its communities in recreation and parks for the time period from 2021 to 2026. The Plan creates direction for future allocation of resources, financial stability, staffing levels, internal support and communication, organizational culture efforts, and the capacity for learning and growth.

This update identifies actions, activities, initiatives, and planning efforts that are currently active and needed for continued success in operations and management of the District and provides for periodic reviews and updates.

The strategic planning effort will focus on several or all of the following task areas:

- Enhancing collaboration and community partnerships that leverage resources to enhance recreational experiences.
- Meeting the needs of the District's growing community by creating responsive programs and facilities. Revitalizing and developing community spaces to strengthen recreational facilities and parks for future generations. Meeting the District's long-term service goals by expanding on the workplace health and lessons learned from the 2020/21 global COVID-19 pandemic.
- Enhancing Organizational Capacity.

B. Definitions

1. Mission Statement

A declaration of an organization's purpose. Ideally, all activities and decisions on facilities and finances of the District are in alignment with the Mission Statement.

2. Vision Statement

A statement that articulates where the District wants to be over the life of the Strategic Plan. It outlines at the highest level the key changes that must be achieved by the Strategic Plan. It articulates the forward thinking of the agency's leaders and drives actions to achieve success.

3. Core Values

Describes the way the District operates and a system of shared values about what is important. There are expectations for consistent practices by members of the organization. They are anchored in community values and are used by the Directors as decision filters for the myriad of decisions in the future.

4. Strategic Elements

These are the broad, primary areas of District operations, planning, and management that need to be addressed and supported by Strategic Goals to ensure optimum progress.

5. Strategic Goals

Strategic G oals are specific and measurable activities or targets that address the strategic elements.

6. Actions and Projects

Day-to-day actions and projects (not covered in detail in the Strategic Plan) will be designed so that the Strategic Goals are accomplished.

C. Recent Plan Development and the Continuation Process

In 2012, the District embarked on an initiative to develop a Five-Year Strategic Plan with BHI Management Consulting which would run from 2013-2018. Essentially, it received input from the Board, staff, local stakeholders, and the community. Included in this assessment was a process to evaluate the District's mission statement to determine if it effectively reflected the core purpose of the organization. The outcome of this process resulted in revising the District's Mission Statement, which articulates the direction of the Pleasant Valley Recreation & Park District.

In 2013, the Board of Directors adopted an initial Five-Year Strategic Plan to set District priorities. BHI Management Consulting assisted the District in facilitating and coordinating the initial Strategic Plan development. BHI first gathered input from the District Board, staff and stakeholders, followed by a community meeting to discuss Mission and Vision. The District has continued to work off of the 2013-2018 Strategic Plan over the past years.

This updated Strategic Plan builds upon the original 2013 Strategic Plan. A Board workshop was conducted in January 2021, with senior staff in attendance, to develop the following updated plan elements: mission statement, vision statement, strategic focus areas with objective and strategy statements for each strategic area and strategic goals.

After the workshop, the District General Manager and upper management worked with BHI to complete the list of strategic goals supporting each of the Vision and Strategic Focus Areas. The initial Plan was presented to the Board of Directors in draft form, then again for final approval at the May 5, 2021 Board Meeting.

A five-year planning horizon is maintained. This year's updated plan serves this purpose for the FY21-26 time frame. A key part of the Strategic Planning process is to conduct an annual review and update of the plan. Annual reviews allow for plan maintenance so that it reflects actual progress, along with organizational and working realities and needs of the District. The reviews will be documented and followed up with by either a plan supplement or an updated plan.

D. Mission Statement, Core Values & Vision Statement

Our Mission Statement articulates why we exist as a public agency. It is the foundational statement for the District and all that we do connects in some way with this statement.

Mission of PVRPD

PVRPD will provide and maintain a wide-range of quality parks, facilities, and programs focused on leisure, recreational and athletic activities meeting the needs of residents of the District. Facilities will support both organized activities and casual use for all age groups.

Core Values of the PVRPD Board of Directors

Our Core Values are those values brought to the Board reflecting the values of the community. Board members use these as decision filters for each decision before them. They are presented below in no discerning order.

- Adaptable & Diverse
- Building Understanding & Loyalty (Branding & Marketing)
- Organizational Excellence & Empowerment
- Stewardship & Sustainability
- Nurture Partnerships & Communication
- Integrity



Vision of the PVRPD

Our Vision is outlined through our identified strategic priorities, or focus areas, for the next five years. The Strategic Focus Areas are presented below in no discerning order.

- Sustained Financial Stability
- A New Senior/Community Center
- Completion of Outstanding Projects
- Increased Programming Clarity
- Employee Morale and Succession Plan

E. Strategic Focus Area Detail

Strategic focus areas represent the areas of planning the Board of Directors have selected for focused effort over the next five years. The areas of focus are derived from the foundational Mission and Vision statements of the District and are carried out using the District Core Values. They are linked to action through goals and strategic actions over the five-year period. The focus areas and associated goals with strategies are detailed below and are presented in tabular form with goal dates in section G. Strategy Overview on pages 25 and 26.

1.0 Sustained Financial Stability

Element Objective: To ensure the short and long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

▶▶▶1.1 GOAL: Review costs, revenues, and subsidies for programs and rentals.

A. Strategy: Conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organizations fees and fees received from the rental of District parks and recreational facilities.

B. Strategy: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.



▶▶▶1.2 GOAL: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

A. Strategy: Create a financial plan to forecast and optimize financial resources in order for the District to create a five-year forecast.

B. Strategy: Transition from a one-year budget cycle to a two-year budget cycle.

C. Strategy: Periodically evaluate management and financial service providers (auditors, banking, investing, insurance).

D. Strategy: Contribute annually to established reserve funds for appropriate working capital and replacement of capital assets.

E. Strategy: Contribute to unfunded liability and other liability accounts (vacation/sick/management leave).



▶▶▶ 1.3 GOAL: Identify additional sources of revenue to reduce the reliance on property tax.

A. Strategy: Work with necessary partners to enact and implement park dedication ordinance and developer fees to ensure city and county development is adequately served with recreation and park facilities.

B. Strategy: Engage in the Annexation Process for Somis and the Santa Rosa Valley through the various associations and LAFCo.

C. Strategy: Proactively encourage and promote the film industry rental of District-owned property; work with the City of Camarillo and the County of Ventura to revise and streamline the permitting process to facilitate such filming.

D. Strategy: Explore the feasibility of promoting and encouraging District properties and facilities to serve as a suitable venue for weddings, commitment ceremonies, and related events.

E. Strategy: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events and programs.

F. Strategy: Create reciprocal opportunities for the District with entrepreneurs, both non-profit and for-profit, to enrich the park experience and implement innovative approaches to revenue generation.

G. Strategy: Hire a developmental analyst to assist with and engage local businesses, corporations, foundations, and individuals in sustainable partnerships.

▶▶▶1.4 GOAL: Create Green Initiatives and Sustainability Program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost savings of these methods as well as grant opportunities.

A. Strategy: Incorporate best practices in the design of parks and selection of plant materials to reduce environmental impacts and promote drought-tolerant, resilient landscapes.

B. Strategy: Increase opportunities for people to interact regularly with green spaces, water, and other natural environments within the parks system.

C. Strategy: Identify, conserve, and create wildlife habitats including wildlife corridors, nesting sites and foraging areas within natural areas and open spaces.

D. Strategy: Incorporate interpretative signage and viewpoints of local natural and cultural resources throughout the parks system.

E. Strategy: Continue to convert District lighting in parks and facilities to LED technology thus reducing District electric costs.

F. Strategy: As capital funding allows, when applicable, purchase reduced or zero emission vehicles.



▶▶▶1.5 GOAL: Adopt new time and cost saving information technologies to improve efficiencies of District and IT operations.

A. Strategy: Explore, advance and modernize our technological capabilities to foster collaboration, provide exceptional customer service, knowledge management, and analytics to broaden access to institutional knowledge and promote data-driven decisions in a secure setting.

B. Strategy: Provide a secure IT infrastructure that supports timely access to information.

C. Strategy: Enhance collaboration across the District through digital solutions to inform and engage internal and external audiences.

D. Strategy: Increase the availability of and access to information that enables staff and customers to make timely, informed decisions by strengthening platform, data, and knowledge management approaches.

E. Strategy: Increase the use of data analytics tools to inform policy and business decisions.

F. Strategy: Establish streamlined policy and governance processes that align with IT solutions with our customer expectations and District mission.

G. Strategy: Evaluate and provide the necessary tools and infrastructure to enable employees to meet or exceed their need for unencumbered access to information while providing exemplary customer service to participants and the public.

2.0 A New Senior/Community Center

Element Objective: To finalize the design and build an accessible public facility to provide a valuable, common location to gather, communicate, and promote a high quality of life through various inclusive, active, and passive programs.

▶▶▶2.1 GOAL: Develop a Community Center Plan that lays the foundation for both operational and facility programming.

A. Strategy: Reengage the City of Camarillo to discuss and potentially update the Cooperative Agreement regarding architectural design refinement, CEQA processing, and property assessment survey for the proposed senior and community recreation facility.

B. Strategy: Reengage LPA to refine concept "D" and associated costs.

C. Strategy: Retain a consulting firm to further explore a voter survey regarding a tax measure. Based on the results of the voter survey, present potential funding options for a new facility.

D. Strategy: Identify features and amenities within the existing Community Center facility to be updated or improved (Fire Codes/ADA/etc.) as part of the larger project.



▶▶▶2.2 GOAL: Develop strategies that ensure successful bond campaign outcomes.

A. Strategy: Retain a consulting firm to lead the ballot measure and effectively market the needs of the District

B. Strategy: Develop a needs statement and description of the project.

C. Strategy: Comprise citizen participation groups to include a variety of sectors from the community.

D. Strategy: Develop and implement a transparent communication plan to inform the public on finance and budgetary issues.



▶▶▶2.3 GOAL: Upon completion of the final design, ensure the new center provides a center of focus for the entire community.

A. Strategy: Design and implement a Community Center service model that is relevant to Community members, provides excellent customer service, is easy to access for all residents, and creates a welcoming, social gathering space for the community.

B. Strategy: Tailor programs and services to the demographics and needs of the community.

C. Strategy: Provide programs for family members to enjoy within the same location, an industry best management practice known as sandwich programming.

D. Strategy: Select and implement a new Recreation Management System that includes suitable and applicable check-in processes for designed access points and best flow of traffic.

E. Strategy: Ensure financial sustainability through sound financial practices to include diversifying income sources, marketing, and programming analysis specific to the needs of the facility and Community Center Park where the Senior/Community Center will reside.





3.0 Completion of Outstanding Projects

Element Objective: Provide a quality parks, recreational facilities, and open space system that supports opportunities for active and passive recreation that meets the needs of the community and effectively plans and allocates resources directly supporting PVRPD strategic priorities.

▶▶▶3.1 GOAL: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

A. Strategy: Update the Capital Improvement Plan. As capital funding allows, execute, implement, and develop projects each year in accordance with the plan. Review and update the plan every two years as a part of the Capital Budgeting process.

B. Strategy: Implement a sustainable, long-term renewal plan based on a complete system inventory, life-cycle cost analysis, and condition assessment of all park facilities and amenities such as parks, facilities, playgrounds, and capital equipment.

C. Strategy: Systematically develop activity plans that outline the delivery goals, benefits, facilities, operations, and maintenance required to provide a safe and aesthetically pleasing environment for each park. Use these plans to guide capital improvement and facility maintenance programs.

D. Strategy: Develop sustainable spending practices throughout the park system that consider both the short-term and long-term costs and priorities for projects, programs, or services.

E. Strategy: Re-purpose various existing recreational facilities and/or park amenities to better meet existing and future community recreational needs and develop revenue generating capacity.

▶▶▶3.2 GOAL: Complete a Comprehensive Parks Master Plan to create a road map for upgrades, expansions, and potential additions to the District's parks system to meet current and future community needs for parks, trails, and open space.

A. Strategy: Complete a comprehensive assessment of the Pleasant Valley Recreation & Park District's parks, playgrounds, and open space system, considering future growth and diversity in the community.

B. Strategy: Pursue public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation.

C. Strategy: Obtain grant funds that further the work of the District.

D. Strategy: Utilize the pending results and findings of the 2020 Census to make informed decisions on future upgrades, expansions, and potential additions to the parks and open space system and recreational programming.

E. Strategy: Analyze and evaluate current Park Maintenance Service Levels to ensure they are effective, efficient, safe, and meeting community expectations.

F. Strategy: Develop, communicate, and begin implementation of an Americans with Disabilities Act (ADA) Transition Plan.



▶▶▶3.3 GOAL: Finalize and complete the construction of Phase 1 of the Arneill Ranch Park Master Plan.

A. Strategy: Finalize construction documents, request for bids and build Phase 1 of the Arneill Ranch Park Master Plan.

B. Strategy: Continue to explore grant opportunities and/or community partnerships to build future phases of Arneill Ranch Park.



▶▶▶3.4 GOAL: Update the Freedom Park Master Plan to include the entire property and amenities.

A. Strategy: Develop program and preliminary design for future phases of the Freedom Park Master Plan.

B. Strategy: Evaluate and assess projects to include energy efficiencies, ADA upgrades, and safety considerations.

C. Strategy: Assess funding and prioritize park improvements to Freedom Park to include Freedom Center, Freedom Pool, and the Pavilion/Concession area.

D. Strategy: Continue pursuing funding opportunities with Community Partners.



4.0 Programming Clarity

Element Objective: To provide an inclusive range of high-quality passive and active recreational programs and opportunities to our entire community.

▶▶▶4.1 GOAL: Ensure the Right Core Program Mix using State and National Recreation and Park Standards for Recreation Program Planning to balance the expansion of programs and related services in the areas of greatest demand of targeted age groups with current programs.

A. Strategy: Complete a formal Recreation Program Plan clarifying the essential elements of the programming process to include but not limited to processes and procedures, performance standards and evaluation metrics, marketing outreach, and community engagement. The plan will provide programming in four key areas – physical, artistic, environmental, and social – at a level where high quality can be ensured. The plan will include culturally diverse, inclusive-focused, and intergenerational programming.

B. Strategy: Develop connections between programming in the community/ neighborhood park system that will also adapt programming to busy lifestyles and make it easier for individuals and families to participate.

C. Strategy: Enrich program delivery by providing and/or partnering with others to provide programming and services that support recreation and learning for the community.

D. Strategy: Identify and reduce physical and financial barriers to participation in programming.

E. Strategy: Seek to ensure recreation opportunities are available for persons with disabilities.



▶▶▶4.2 GOAL: Implement an updated Recreation Management System tailored for the District's size, facilities, and programming needs.

A. Strategy: Complete the RFP process during the 2021 fiscal budget.

B. Strategy: Implement new software prior to signing a renewal agreement with ActiveNet.

C. Strategy: Identify a transition plan to the new platform to include a timeline and work plan.

D. Strategy: Implement and provide a training program for the new software system.

E. Strategy: Develop and implement a communications and outreach plan to the public informing of the installation of a new system and educating on how to take advantage of it.



▶▶▶4.3 GOAL: Provide easily accessible information and effective community outreach through a strategic marketing and community engagement program.

A. Strategy: Engage and involve residents in identifying program, service and facility needs through participant satisfaction surveys.

B. Strategy: Create and implement inclusive communication strategies to provide timely, accurate information to residents and park visitors.

C. Strategy: Enhance technology to engage the community by sharing information more effectively and efficiently across the organization and with the community.

D. Strategy: Develop and implement a formal Customer Service Program, including training, to ensure customer service techniques are applied effectively and consistently across the organization.

E. Strategy: Effectively utilize technology to make program and pavilion registration easy.

F. Strategy: Implement the 2021 Marketing Plan supporting the implementation of the previously mentioned strategies.

G. Strategy: Increase our marketing presence in local community events and gatherings.





▶▶▶4.4 GOAL: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

A. Strategy: Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fulfill unmet needs.

B. Strategy: Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

C. Strategy: Foster relationships with Conejo Recreation & Park District and Rancho Simi Recreation & Park District to share best practices and discuss issues affecting neighboring recreation and park districts.

D. Strategy: Provide volunteer opportunities that are meaningful to individuals of all ages and families.

E. Strategy: Assist the non-profit Foundation for Pleasant Valley Recreation & Parks, to foster long-term success and strong financial support from the community so that it can sustain itself and provide a meaningful benefit to the Pleasant Valley Recreation & Park District.

5.0 Employee Morale and Succession Plan

Element Objective: Attract and retain the best staff through appropriate compensation, training, resource provisions, succession planning, and opportunities for individual development in a safe working environment.

▶▶▶5.1 GOAL: Position the District to attract and retain high-quality employees.

A. Strategy: Explore and implement innovative tools and strategies to maximize recruitment opportunities.

B. Strategy: Seek, encourage, and reward employees who strive for professional certification opportunities related to but not required for their work role (I.e., Certified Playground Safety Inspector, Certified Park and Recreation Professional, Water Safety Instructor etc.).

C. Strategy: Conduct a salary survey to ensure staffing levels, positions, and benefit and compensation packages are competitive with comparable labor markets.

D. Strategy: Evaluate and revise the on-boarding process and procedures for all District employees to ensure employees begin their tenure with a thorough introduction of the District's vision, mission, core values, services provided, organizational structure, and available resources.

E. Strategy: Create a cross-divisional and cross-departmental system of employee cross training to provide employees with the knowledge, awareness, and confidence in information of overall District operations.

F. Strategy: Establish an Employee Wellness Committee to encourage and assist employees with creating and maintaining a healthy lifestyle in the workplace.





▶▶▶5.2 GOAL: Continue cultivating an organizational structure that provides a positive, supportive working environment which promotes productivity, high morale, and professional development for employees during times of increased demands on parks, open space, and programming.

A. Strategy: Clearly define Roles and Expectations to ensure every employee will clearly know what their individual duties and responsibilities are.

B. Strategy: Conduct a formal annual staff evaluation program.

C. Strategy: Conduct a staffing Needs Assessment to determine current skills, interests, values of current staff, and if the appropriate structure and level of personnel is in place to meet the needs of the organization and expectations of the community. In addition to an assessment of current job strength and areas of improvement, identify and review potential options for next steps (training, positions within the organization).

D. Strategy: Establish an Employee Recognition Committee consisting of cross-departmental representation to explore and implement new methods and strategies recognizing employees for their exemplary work performance and acts of service to the District.

E. Strategy: Promote and support professional development opportunities that strengthen the core skills and commitment from staff, Board members and key volunteers, to include trainings, materials and/or affiliation with but not limited to the National Recreation & Park Association (NRPA), the California Special Districts Association (CSDA), and the California Park & Recreation Society (CPRS).

F. Strategy: Implement updated employment practices that increase the diversity of the District.

G. Strategy: Provide consistent training for all supervisors and managers in personnel management skills.

▶▶▶5.3 GOAL: Develop an improved culture of open communication across departments and improve common vision and understanding of the District's Mission and Goals.

A. Strategy: Create procedures and templates for internal communication memorandums and meeting agendas to ensure consistency in both branding and messaging throughout the entire organization.

B. Strategy: Create and utilize interdivisional and interdepartmental project teams to address issues and special projects and empower them to develop solutions that improve the management of facilities and human resources.

C. Strategy: Continue to use Microsoft Teams, Zoom and other technology to reinforce face-to-face communication, collaboration, and understanding of other departmental processes.

D. Strategy: Regularly track and report progress on Strategic Plan Goals and Strategies.

E. Strategy: Establish an Employee Morale & Communications Committee to develop feasible methods, recommendations, and solutions for boosting employee engagement, feedback, and communication.

▶▶▶5.4 GOAL: Create and implement a Workforce Succession Plan to ensure the continued performance and operations of the Pleasant Valley Recreation & Park District.

A. Strategy: Complete a Human Resource talent inventory of positions and expected separation retirement timelines.

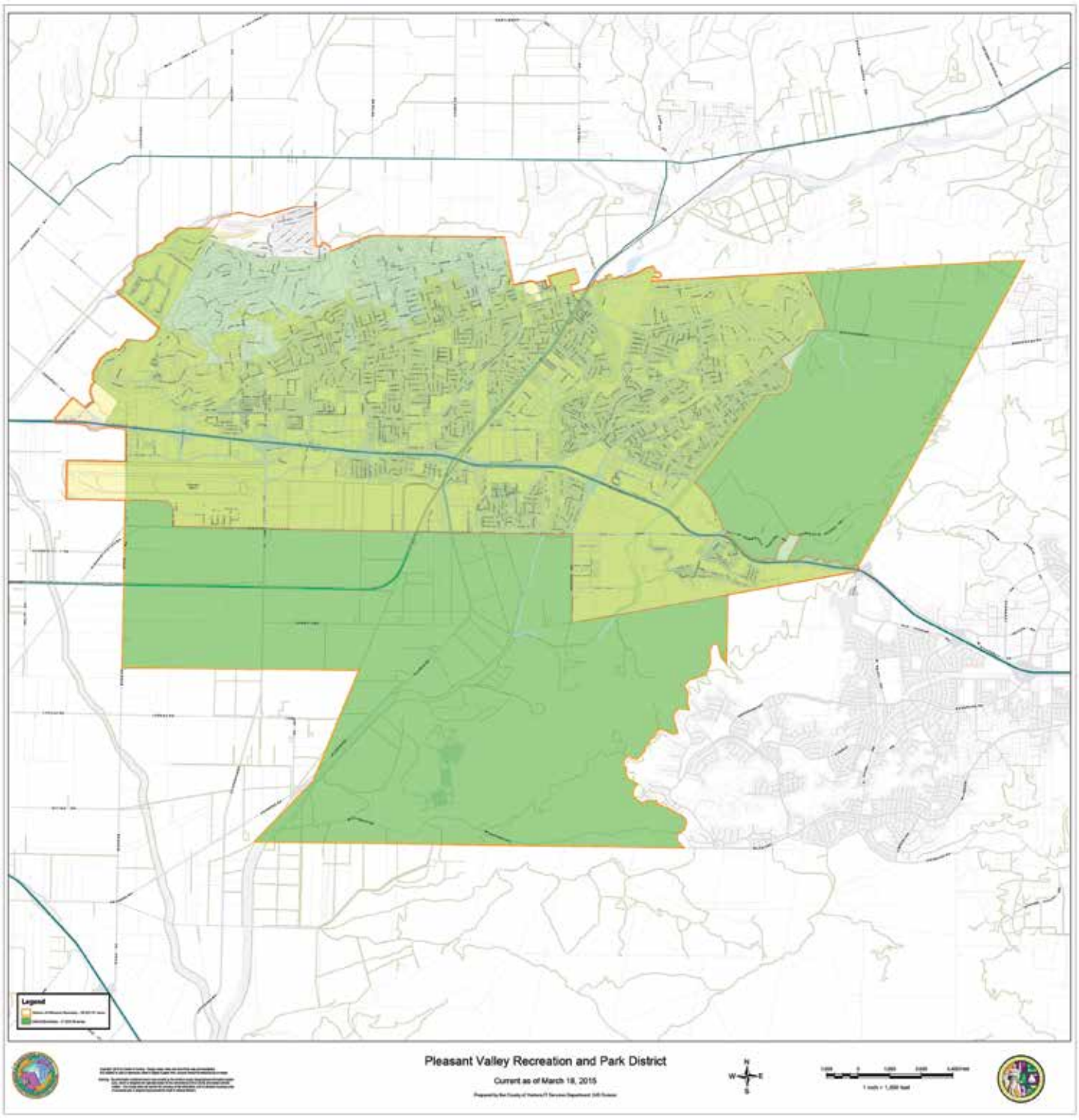
B. Strategy: Create a succession plan for the next three to five years to include: critical positions, identification of the specific skill sets that will be needed to satisfactorily perform the key roles, determine readiness level of current employees and identify any gaps in competencies or skill sets. Once established it should be reviewed annually.

C. Strategy: Ensure the systematic and long-term development of individuals to replace key job incumbents and to ensure high quality replacements for those individuals who currently hold positions that are key to our organization's success.

D. Strategy: Formalize standard operating procedures (SOPs) to include organizational chart, operation manuals (daily functions), IT manual, employee handbook, training programs, and skill retention (trainings).

E. Strategy: Ensure an adequate knowledge base is preserved while management and leadership is transitioned and populated with new skills and talents.

F. District Boundary Map



PLEASANT VALLEY
RECREATION & PARK DISTRICT

G. Strategy Overview

	YEAR 1 2021/2022	YEAR 2 2022/2023	YEAR 3 2023/2024	YEAR 4 2024/2025	YEAR 5 2025/2026
1.0 SUSTAINED FINANCIAL STABILITY					
1.1 Review Costs, Revenues, and Subsidies for Programs and Rentals					
A. Conduct Holistic Fee Study & Cost Recovery	X	X			
B. Develop Sustainable Funding Sources	X	X	X	X	X
1.2 Utilize Best Accounting Practices and Forecast and Optimize Revenue While Controlling Expenditures					
A. Create Five Year Financial Plan			X		
B. Two Year Budget			X		
C. Evaluate Management and Financial Svc.	X	X	X	X	X
D. Reserve Funds	X	X	X	X	X
E. Contribute to Unfunded Liability		X	X	X	
1.3 Identify Additional Sources of Revenue to Reduce the Reliance on Property Tax					
A. Work with Partners Implement Park Ordinance	X				
B. Somis Annexation	X	X	X		
C. Promote Film Industry	X	X			
D. District Properties as Wedding Venues		X			
E. Capturing Adequate Revenue	X				
F. Create Reciprocal Opportunities			X	X	X
G. Hire Development Analyst	X	X			
1.4 Create Green Initiatives and Sustainability Program to Encourage More Effecient Design and Usage of Our Park System					
A. Incorporate Practices in Design of Parks	X	X	X	X	X
B. Increase Opportunities with Green Space			X	X	X
C. Identify, Conserve, Create Wildlife Habitats			X		
D. Incorporate Interpretive Signage			X		
E. Convert District Lighting to LED	X	X			
F. Purchase Reduced or Zero Emission Veh			X		
1.5 Adopt New Time and Cost Saving Information Technologies to Improve Efficiencies of District and IT Operations					
A. Explore, Advance and Modernize IT		X	X	X	X
B. Secure IT Infrastructure		X			
C. Enhance Collaboration Across District			X	X	X
D. Increase Availability of Access to Information		X	X	X	X
E. Increase Use of Data Analytical Tools	X	X	X	X	X
F. Establish Streamlined Policy and Gov Proc.	X	X			
G. Evaluate and Provide Necessary Tools	X	X	X	X	X
2.0 A NEW SENIOR/COMMUNITY CENTER					
2.1 Develop a Community Center Plan That Lays the Foundation For Both Operational and Facility Programming					
A. Reengage the City of Camarillo	X				
B. Reengage LPA	X				
C. Retain Consulting Firm Explore Voter		X			
D. Identity Features and Amenities		X	X		
2.2 Develop Strategies That Ensure Successful Bond Campaign Outcomes					
A. Retain Consulting Firm to Lead Ballot Measure		X			
B. Develop Needs Statement of Project		X			
C. Comprise Citizen Groups		X			
D. Develop and Implement Communication		X			
2.3 Upon Completion of the Final Design, Ensure the New Center Provides a Center of Focus for the Entire Community					
A. Design and Implement Community Center				X	X
B. Tailor Programs and Services to Demographics				X	X
C. Provide Programs for Family Members				X	X
D. Select and Implement New RMS System	X				
E. Ensure Financial Sustainability		X	X	X	X
3.0 COMPLETION OF OUTSTANDING PROJECTS					
3.1 Renovate and Modernize Existing Parks and Recreational Facilities					
A. Update CIP		X			
B. Implement Sustainable, Long-Term Plan			X		
C. Systematically Develop Activity Plans	X	X	X	X	X
D. Develop Sustainable Spending Practices		X	X	X	X
E. Repurpose Existing Rec Facilities				X	X
3.2 Complete a Comprehensive Parks Master Plan					
A. Complete Comprehensive PVRPD Parks Master Plan		X	X		
B. Pursue Public and Private Partnerships	X	X	X	X	X
C. Obtain Grant Funding	X	X	X	X	X
D. Utilize Pending Results of 2020 Census		X	X	X	X
E. Analyze and Evaluate Current Park Maintenance			X	X	X
F. Develop Maintain ADA Transition Plan	X	X			
3.3 Finalize and Complete the Construction of Phase 1 of Arneill Ranch Park Master Plan					
A. Finalize Arneill Ranch Park Master Plan	X				
B. Continue to Explore Grant Opportunities	X	X	X	X	X
3.4 Update the Freedom Park Master Plan to Include the Entire Property and Amenities					
A. Develop Future Design Freedom Park MP				X	
B. Evaluate and Assess Process Energy, ADA	X	X			
C. Assess Funding Park Improvements Freedom				X	X
D. Continue Pursuing Funding from Community	X	X	X	X	X

	YEAR 1 2021/2022	YEAR 2 2022/2023	YEAR 3 2023/2024	YEAR 4 2024/2025	YEAR 5 2025/2026
4.0 PROGRAMMING CLARITY					
4.1 Ensure the Right Core Program Mix Using State and National Recreation and Park Standards					
A. Complete Formal Rec Plan				X	
B. Develop Connections – Busy Lifestyles			X		
C. Enrich Program Delivery		X	X	X	X
D. Identify Physical and Financial Barriers		X	X	X	X
E. Ensure Rec Opportunities for Disabled			X	X	X
4.2 Implement and Updated Recreation Management System Tailored for the District's Size, Facilities, and Programming Need					
A. Complete RPF Process	X				
B. Implement New Software	X				
C. Identify Transition Plan	X				
D. Training for New Software	X				
E. Develop and Implement Outreach to Public	X				
4.3 Provide Easily Accessble Information and Effective Community Outreach Through a Strategic Marketing and Community Engagement Program					
A. Engage and Involve Residents	X	X	X	X	X
B. Create and Implement Inclusive Communication	X	X	X	X	X
C. Enhance Technology		X	X	X	X
D. Develop and Implement Formal Customer Service	X	X	X	X	X
E. Utilize Technology	X				
F. Implement 2021 Marketing Plan	X	X	X	X	X
G. Increase Marketing Presence in Community	X	X	X	X	X
4.4 Enhance Community Connections by Fostering Collaborative Partnerships that Leverage Strengths & Resources to Enrich the Recreation Experience					
A. Build Relationships with Non-Profits	X	X	X	X	X
B. Develop Relationships with Other Government	X	X	X	X	X
C. Foster Relationships with CRPD&RSRPD	X	X	X	X	X
D. Provide Volunteer Opportunities	X	X	X	X	X
E. Provide Foundation Assistance	X	X	X	X	X
5.0 EMPLOYEE MORALE AND SUCCESSION PLAN					
5.1 Position the District to Attract & Retain High-Quality Employees					
A. Explore and Implement Recruitment		X	X		
B. Seek, Encourage, Employees Who Strive for Prof. Opportunities/Train.		X	X	X	X
C. Conduct Salary Survey		X	X		
D. Revise Onboarding Process		X	X		
E. Create a Cross-Departmental System to Provide Employees With District Wide Knowledge				X	
F. Establish Employee Wellness Committee			X		
5.2 Continue Cultivating an Organizational Structure that Provides a Positive Working Environment					
A. Define Roles and Expectations	X	X	X	X	X
B. Conduct Formal Annual Staff Evaluation	X	X	X	X	X
C. Conduct a Staffing Needs Assessment: Skills,Interests,Values of Current Staff	X	X			
D. Establish Employee Recognition Committee	X				
E. Promote and Support Professional Development	X	X	X	X	X
F. Implement Updated Employment Practices	X	X	X	X	X
G. Provide Consistent Training for Supervisors	X	X	X	X	X
5.3 Develop an Improved Open Communication Across all Departments					
A. Create Procedures for Internal Communication	X				
B. Create and Utilize Interdivisional/Interdepartmental Project Teams	X	X			
C. Continue to Use TEAMS, ZOOM	X				
D. Regularly Track and Report Strategic Plan	X	X	X	X	X
E. Establish Employee Morale and Community			X		
5.4 Create and Implement a Workforce Succession Plan to Ensure Continued Performance					
A. Complete HR Inventory of Positions	X				
B. Create Succession Plan		X			
C. Ensure Development of Individuals to Replace	X	X	X		
D. Formalize SOP's				X	
E. Ensure Adequate Knowledge is Preserved	X	X	X	X	X

2027-2032 STRATEGIC PLAN

A. Introduction

The Pleasant Valley Recreation & Park District ("District") is an independent special district established in January 1962 under California law, following voter approval by the Camarillo community. The District was formed to provide parks, recreational programs, facilities, and services that enhance the quality of life for residents. From its beginnings as a single-park agency, the District has grown into a comprehensive parks and recreation system serving the City of Camarillo and surrounding unincorporated areas, including California State University Channel Islands. Today, the District encompasses approximately 45 square miles and serves a population of more than 72,000 residents. Its diverse amenities include community and senior centers, an indoor aquatic center, sports fields, tennis and pickleball courts, dog parks, walking paths, hiking trails, a nature center, playgrounds, and picnic areas, providing recreational opportunities for people of all ages and abilities.

The **2027–2032 Strategic Plan** establishes the District's organizational direction and priorities for the next five years. It provides a framework for aligning Board mission, vision, and core values with Board policy direction, organizational resources, departmental work plans, and operational decisions. Through this process, the District identifies strategic priorities, establishes desired outcomes, allocates resources, evaluates progress, and adapts to changing community needs and organizational circumstances. The Plan connects the Board of Directors' long-term policy direction with the work of the General Manager, organizational leadership and the work of District staff, supporting organizational effectiveness, responsible stewardship of public resources, and accountability for results.

The District is governed by a five-member elected Board of Directors and administered by the General Manager, with staff responsible for delivering the District's administrative, park, and recreation services. Implementation of the Strategic Plan is a shared organizational responsibility. The Board establishes policy direction and approves strategic priorities, while the General Manager and staff translate those priorities into departmental work plans, initiatives, budgets, and operational activities. The Board will periodically review progress to assess performance, recognize accomplishments, address challenges, and determine whether adjustments to priorities or implementation strategies are needed to keep the Plan relevant, responsive, and effective throughout its five-year term.

B. Definitions

1. Mission Statement
A statement of the District's fundamental purpose, describing why the organization exists, whom it serves, and the primary services it provides. The mission provides a foundation for organizational priorities and decision-making.

2. Vision Statement
A statement describing the District's desired future and what it aspires to achieve over time. The vision provides long-term direction and helps guide the development and implementation of strategic priorities.

3. Core Values
The principles and shared beliefs that guide the District's conduct, organizational culture, service delivery, and decision-making. Core values establish expectations for how the Board, management, and staff work together and serve the community.

4. Strategic Elements
The primary areas of focus that guide the District's long-term priorities, organizational direction, and resource investments. They provide a framework for addressing fiscal stability and community needs, improving infrastructure and connectivity, promoting safety, and strengthening organizational and operational effectiveness.

5. Strategic Goals
Broad, long-term outcomes or priority areas the District intends to achieve during the Strategic Plan period. Strategic goals establish what the District seeks to accomplish and provide direction for developing strategies and action steps.

6. Action Steps
Specific initiatives, activities, or measures identified to implement the strategies and advance the strategic goals. Action steps help translate strategic direction into actionable work and may be assigned to responsible departments or staff, with timelines and measures of progress as appropriate.

7. Implementation and Monitoring
The ongoing process of carrying out the Strategic Plan, reviewing progress, evaluating results, identifying challenges, and adjusting as needed. Implementation and monitoring may include

departmental work plans, budget priorities, performance measures, periodic staff reviews, and reports to the Board.

8. Operational Activities and Projects
The ongoing services, programs, maintenance responsibilities, projects, and administrative activities necessary to operate the District. These activities should support the District's mission and, where applicable, advance its strategic goals. Not every operational activity or project needs to be specifically identified in the Strategic Plan.

C. Strategic Plan Implementation and Review

Implementation of the Strategic Plan is a shared responsibility of the Board of Directors, the General Manager, and District staff. The Board establishes policy direction and approves strategic priorities, while the General Manager and staff are responsible for developing and implementing the work plans, initiatives, and activities necessary to advance the Plan.

Progress toward the strategic goals, strategies, and action steps will be reviewed periodically to assess accomplishments, identify challenges, and evaluate whether adjustments are needed. Reviews will consider changing community needs, organizational capacity, available financial resources, and other factors that may affect implementation. Staff will provide progress updates to the Board of Directors as appropriate.

The Strategic Plan provides consistent, long-term direction for the District while maintaining the flexibility to respond to emerging opportunities, evolving community expectations, financial conditions, regulatory requirements, and other circumstances affecting District operations. Through its goals, strategies, and action steps, the Plan will guide organizational priorities, strengthen partnerships, and support continued investment in accessible, high-quality parks, facilities, programs, and services.

The Plan may be revised as significant changes in District priorities, resources, or circumstances warrant. Any substantive changes to the Board-approved strategic direction will be presented to the Board for consideration and approval, as appropriate. Ultimately, success will be measured by the District's progress toward achieving its strategic priorities and its continued ability to deliver lasting value to the community.

D. Mission Statement, Vision Statement, and Core Values

The District's mission, vision, and core values provide the foundation for the 2027–2032 Strategic Plan. Together, they define the District's purpose, describe its desired future, and establish the principles that guide organizational culture, decision-making, resource allocation, and service to the community.

Mission of Pleasant Valley Recreation & Park District
PVRPD will provide and maintain a wide-range of quality parks, facilities, and programs focused on leisure, recreational, and athletic activities meeting the needs of residents of the District. Facilities will support both organized activities and casual use for all age groups.

Vision of Pleasant Valley Recreation & Park District
To be a trusted community leader providing exceptional parks, recreational opportunities, and public spaces that enrich lives, foster community connections, and enhance the quality of life for current and future generations.

Core Values
The District's core values establish the principles and behaviors that guide how the Board, management, and staff work together, make decisions, manage public resources, and serve the community.

The District's core values should be reflected in organizational practices, employee interactions, partnerships, service delivery, and the stewardship of public resources.

The District's adopted core values are:

- **Community First** – Responsiveness, customer service, inclusion, and accessible recreational opportunities.
- **Integrity and Accountability** – Honesty, transparency, ethical conduct, and responsible public decision-making.
- **Organizational Excellence & Empowerment** – professionalism, innovation, continuous improvement, and employee ownership.
- **Partnerships and Communication** – Building constructive relationships and communicating openly with the community, employees, public agencies, and community partners.
- **Safety and Well-Being** – Safe facilities and programs, employee well-being, and proactive risk management.

- **Stewardship and Sustainability** – Responsibly managing public resources, facilities, natural spaces, and financial assets to serve current and future generations.

E. Strategic Focus Area Detail

Strategic focus areas represent the areas of planning the Board of Directors has selected for focused effort over the next five years. The areas of focus are derived from the foundational Mission and Vision statements of the District and are carried out using the District Core Values. They are linked to action through goals and strategic actions over the five years.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT

TO: **BOARD OF DIRECTORS**

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

DATE: **December 3, 2026**

SUBJECT: **CONSIDERATION AND AFFIRMATION OF NEWLY ELECTED BOARD MEMBERS IN THE 2026 GENERAL ELECTION**

BACKGROUND
At the close of the filing of the elections for the 2026 General Election, the Ventura County Clerk and Recorder received the incumbents' Declaration of Candidacy for Director Robert (Bob) E. Kelley for Division Two and Director Elaine Magner for Division Four. Division Four faced one challenging candidate, Ms. Rianna Smith.

ANALYSIS
The 2026 election was just the second election being held under the districting format created in 2021. Only one candidate filed a Declaration of Candidacy for Division Two, incumbent Bob Kelley, and was therefore declared the winner by the County on November 2, 2026.

For Division Four, two candidates filed a Declaration of Candidacy and were placed on the ballot, incumbent Elaine Magner and challenger Ms. Rianna Smith. The Ventura County Registrar of Voters certified incumbent Elaine Magner as the winner of Division Four on November 25, 2026.

The Directors are to take office at the first regular meeting in December following the election. The Clerk of the Board will administer the Oath of Office to the board members as they assume their seats for a four-year term as Directors of the Pleasant Valley Recreation and Park District.

FISCAL IMPACT
There is no fiscal impact associated with this action.

STRATEGIC PLAN COMPLIANCE
This action is not applicable to any directives in the 2021-2026 Strategic Plan.

RECOMMENDATION
It is recommended the Board affirm and receive the identified individuals as members of the Board of Directors.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT

TO: **BOARD OF DIRECTORS**

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

DATE: **December 4, 2026**

SUBJECT: **SELECTION OF CHAIR, VICE-CHAIR AND SECRETARY FOR THE 2027 BOARD OF DIRECTORS**

BACKGROUND

As part of the Board bylaws and rules of procedures, the Board of Directors shall reorganize by electing its officers for a one-year term each year as follows:

i. At its regular December Board meeting, or
ii. In an election year, at the first meeting after the election results have been certified, and within 45 days of the general district election.

The Board selects one of its members to serve as Chair to run Board meetings and be the primary speaker on behalf of the District at various functions throughout the year. The Vice-Chair is the Director called upon to perform the duties of the Chair should the Chair be unavailable. The Secretary primarily signs documents approved by the Board of Directors. New positions become effective immediately after voting and Board approval.

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

It is recommended that the Board of Directors select three Directors to serve in the positions of Chair, Vice-Chair, and Secretary for 2027.

ATTACHMENTS

1) Nomination Sheets for 2027 Chair, Vice-Chair, and Secretary Positions (3 pages)

Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS
ROBERT KELLEY
ELAINE MAGNER
DAVID SCHLANGEN
NICK FERNANDEZ
BEV DRANSFELDT

GENERAL MANAGER
MARY OTTEN

2027 - [12-3-2026]

Nomination for **CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS
ROBERT KELLEY
ELAINE MAGNER
DAVID SCHLANGEN
NICK FERNANDEZ
BEV DRANSFELDT

GENERAL MANAGER
MARY OTTEN

2027 - [12-3-2026]

Nomination for **VICE-CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **VICE-CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS
ROBERT KELLEY
ELAINE MAGNER
DAVID SCHLANGEN
NICK FERNANDEZ
BEV DRANSFELDT

GENERAL MANAGER
MARY OTTEN

2027 - [12-3-2026]

Nomination for **SECRETARY**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **SECRETARY**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____