Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation. If you would like to speak, please follow these simple steps.

Fill out a green Speaker Card, available at the sign-in table, and hand the card to the Recording Secretary or Board of Directors.

If the item you would like to speak about is not on the Agenda, be prepared to speak when the Board Chair calls for “Public Discussion”. The Chair will call the names appearing on the Speaker Cards. If you do not hear your name called, please make this fact known, so that you may be recognized.

If the item you would like to speak about is on the Agenda, the Board Chair will announce the item, request a report from staff, ask Board Members if they have any questions or comments, and then ask if there are any other people in attendance who would like to comment on the item.

When recognized, please speak from the podium. Be professional. Speakers are generally allowed a maximum of five (5) minutes to comment. Depending upon the circumstances, the Board Chair may increase or decrease speaker time. At the conclusion of public comments, the Board Chair will thank the speaker(s) for participating.

The Board Chair may also determine appropriate action, if any, to be taken in response to comments received. Comments will be listened to, questions may be answered, speakers may be requested to further discuss the matter with staff, or an item could be added to a future Agenda or referred to a Board Committee, among other things. Items listed on the Agenda that require action will likely be voted upon by the Board of Directors.

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair  
Dee Dee Cavanaugh

Vice Chair  
Mark Johnson

Director  
Elaine Freeman

Director  
Gene Hostetler

Director  
Kate O’Brien

STAFF

District Manager  
Larry Peterson
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – November 7, 2013

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-Time Employee of the Month for October 2013 to Erika Purintun Daley

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 11/1/2013, 11/15/13 (payroll); 10/31/13 (payables)
   B. Receive and File Report on Schedule of Events for December 2013
   C. Receive and File Special District Board Member/Trustee Handbook Produced by the California Special Districts Association

VII. CONTINUED BUSINESS

None

VIII. NEW BUSINESS
   A. Authorization to Publish Request for Proposals for an Independent Contractor to Provide Live-In Park Caretaker Services at Robert P. Strathearn Historical Park
   B. Approval of Award of Contract for Tree Pruning Services at Various District Parks
   C. Approval of the Rancho Simi Recreation and Park District Board Schedule for 2014 Meetings, Workshops and Conferences
   D. Approval for the Reconstruction of the Golf Course Lake at Sinaloa Golf Course

IX. WRITTEN COMMUNICATIONS

None
X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Colleen Janssen at 805/584–4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA 92065
NOVEMBER 7, 2013, 6:30 P.M.

AGENDA ITEM

I. CALLED TO ORDER: 6:31 p.m.

PLEDGE OF ALLEGIANCE: Led by Wayne Nakaoka

II. ROLL CALL: Present: Directors O’Brien, Hostetler, Freeman, Vice Chair Johnson, Chair Cavanaugh

Staff: Douglas Duran, Paul Friedeborn, Gerardo (Chato) Hernandez, Colleen Janssen, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Robin Walker

Guests: Family of Gerardo Hernandez

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):
None

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – October 17, 2013

ACTION: Director Freeman moved to Approve the Minutes of the Regular Meeting of October 17, 2013 as amended; Director Hostetler seconded the motion. Motion carried.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Full-Time Employee of the Month for October 2013 to Gerardo (Chato) Hernandez 35-13-ee

Chair Cavanaugh presented Gerardo Hernandez with the Employee of the Month award and said it was well-deserved. Chato thanked everyone for the award and said it is a pleasure working for Sr. Maintenance Supervisor Friedeborn. He then introduced his family members. Supervisor Friedeborn said Chato is a great worker, and District Manager Peterson said he always has a positive attitude and everyone enjoys working with him. Landscape Designer Duran mentioned that he has worked with Chato on some group projects, and that he was very helpful, always smiling, and was a great person to work with. Marketing & Community Outreach Specialist added that Chato works with her each year on the Simi Valley Days Parade event, and she appreciates that he always checks the routes and makes sure everything goes smoothly.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 10/18/13 (payroll); 10/15/13 (payables)
Minutes, Page 2, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, November 7, 2013

(B) Receive and File Report Regarding Simi Valley Police Department Equestrian Unit Operation in District Facilities and Open Space 26-13-a

ACTION: Director Freeman moved to Approve Consent Agenda Item A; Director O’Brien seconded the motion. Motion carried.

ACTION: Director Freeman moved to remove Agenda Item B from the Consent Agenda and move it under New Business for discussion; Director O’Brien seconded the motion. Motion carried.

VII.

CONTINUED BUSINESS:

None

VIII.

NEW BUSINESS:

The following item was moved from the Consent Agenda to New Business for discussion.

VI.(B) Receive and File Report Regarding Simi Valley Police Department Equestrian Unit Operation in District Facilities and Open Space 26-13-a

District Manager reviewed the report with the Board. Current and potential issues with having horse patrols in the parks were discussed, including the funding / use of revenue, irrigation and clean-up problems, and others. It also was pointed out that the parks are not designated by the District for horses. Chair Cavanaugh indicated that the general consensus is that the Directors do not feel it is necessary that the S.V.P.D. operate horse patrols in the District’s parks and that they believe it is not in the best interests of the parks and park patrons. Patrols of trails and open space would be beneficial. Legal Counsel will review the application of the District’s ordinance.

(A) Continued Review and Discussion Regarding Rancho Simi Recreation and Park District’s Ordinance No. 2 Establishing Rules and Conditions Governing the Use of District Parks and Facilities and Participation in District Programs 84-13-j

District Manager explained that the approach taken by the District to examine the rules and issues of Ordinance 2 were direct and applicable. He went over designated sections in the Ordinance and the changes to rules and conditions governing the use of District parks and facilities and participation in its programs. The Ordinance will be reviewed further by District’s Legal Counsel and discussed with staff before bringing it back to the Board.

(B) Approval of Award of Contract for the Arroyo Simi Greenway Project Phase One – Demolition, Grading, Drainage, and Asphalt Paving 176-13-d

ACTION: Director Freeman moved to Approve the Award of Contract for the Arroyo Simi Greenway Project Phase One – Demolition, Grading, Drainage, and Asphalt Paving to Universal Asphalt Co. Inc. in the amount of $777,300.00 and Authorize the District Manager to execute an Agreement with the awarded contractor on behalf of the Park District and to amend the Agreement for the project for contingencies in an amount not to exceed 7.5% of the contract value, or $43,297.50, if and when the need arises for extra work or modification to the project – the total allocation for the contract is therefore $620,597.50; Director O’Brien seconded the motion. Motion carried.
(C) Approval of Award of Contract for the Arroyo Simi Greenway Project Phase One – Fencing 176-13-e

ACTION: Director Freeman moved to Approve Award of Contract for the Arroyo Simi Greenway Project Phase One – Fencing to H.J. Hunsaker Construction, Inc., in the amount of $238,497.00, and Authorize the District Manager to execute an Agreement with the awarded contractor on behalf of the Park District and to amend the Agreement for the project for contingencies in an amount not to exceed 7.5% of the contract value, or $17,887.00, if and when the need arises for extra work or modification to the project – the total allocation for the contract is therefore $256,384.00; Director O’Brien seconded the motion. Motion carried.

(D) Approval of Award of Contract for the Arroyo Simi Greenway Project Phase One – Project Amenities, Vista Points, and Entrance Areas 176-13-f

ACTION: Director O’Brien moved to Approve Award of Contract for the Arroyo Simi Greenway Project Phase One – Project Amenities, Vista Points, and Entrance Areas to H. J. Hunsaker Construction Inc., in the amount of $99,336.00, and Authorize the District Manager to execute an Agreement with the awarded contractor on behalf of the Park District and to amend the Agreement for the project for contingencies in an amount not to exceed 7.5% of the contract value, or $7,450.00, if and when the need arises for extra work or modification to the project – the total allocation for the contract is therefore $106,786.00; Director Hostetler seconded the motion. Motion carried.

(E) Rejection of All Bids for the Arroyo Simi Greenway Project Phase One – Primary Gateways Two-Column Monument Signs 176-13-g

ACTION: Director Freeman moved to Reject All Bids for the Arroyo Simi Greenway Project Phase One – Primary Gateways Two-Column Monument Signs; Director Hostetler seconded the motion. Motion carried.

(F) Approval of Agreement with Penfield and Smith for Construction Staking, Engineering Construction Phase Support, and QSP Services for the Arroyo Simi Greenway Project – Phase 1 176-13-h

ACTION: Director Freeman moved to Approve Agreement with Penfield and Smith for Construction Staking, Engineering Construction Phase Support, and QSP Services for the Arroyo Simi Greenway Project – Phase 1; Director O’Brien seconded the motion. Motion carried.

IX. WRITTEN COMMUNICATIONS:

None.

X. REPORTS BY BOARD MEMBERS:

Vice Chair Johnson attended the Tree Advisory Committee meeting. He reported that the Arbor Day event was changed from March 8th to March 15th and that they reviewed the submitted applications for Arbor Day. Staff was asked to check on the availability of Rancho Tapo Park on March 15th and reserve the facility if available. Vice Chair Johnson offered to help staff with getting all the District materials over to the Park for the Arbor Day event.
Vice Chair Johnson asked about the handicapped parking stalls at Strathearn Historical Park. Staff explained that a request was made to move two handicapped stalls at the east end of the parking lot over to the west end so that all the handicapped stalls will be together; that area is also closer to the entrance.

Director Hostetler attended a Special Events Committee meeting with Chair Cavanaugh. He reported that the District's annual holiday party will take place on December 13th at the Simi Valley Cultural Arts Center. The Nottingham Festival will take place on November 16th at Rancho Tapo Community Park. A meeting between the District, the City and the Rotary Club regarding the 4th of July event for 2014 was held. District Manager added that the report to the Committee was for discussion and consideration regarding allowing the Rotary Club to install a temporary fence around a portion of the park for the 4th of July event and charge a nominal entrance fee to help defray event expenses. Director Hostetler also reported that the District received a request from Relay for Life to hold its event next year at Rancho Santa Susana Community Park. Pricing for that location and for Rancho Simi Community Park will be provided.

Director Hostetler attended the Oak Park Park and Recreation Planning Committee Meeting and indicated the Committee discussed and determined that less staff attendance at its meetings would be acceptable and that the District Manager could make staff attendance determinations.

Director Freeman attended the Historical Society Committee Meeting on November 4th. She reported that there was increased attendance this year for the Ghost Tours held at Strathearn Park, but sponsorships decreased. The Park Caretaker, Ronald Nelson, gave notice due to his wife passing away and he will be leaving on January 4, 2014. She said that staff explained the request for proposals process for filling the vacancy. The Annual Meeting will take place November 15th at Rancho Santa Susana Community Center.

Director Freeman attended a City Council Meeting along with Director of Planning Nakaoka regarding the Arroyo Simi trail improvement project, and provided feedback. Administrative Analyst Walker also attended.

Director Freeman attended a Santa Monica Mountains Conservancy meeting and said there were a number of grants issued for acquisitions. The primary discussion was on the criteria used for acquisition, prioritizing projects, and how money should be spent.

Director Freeman reminded the Board about the 10th Anniversary of Ahmanson Ranch event on November 17, 2013.

Director Freeman attended the VCSDA meeting on November 5th. The meeting included a presentation by the Legislative Representative from CSDA, Christina Lokke. She also thanked Marketing & Community Outreach Specialist Janssen for her assistance with organizing the VCSDA monthly meetings.

Director Freeman will be attending a CSDA Board meeting in Sacramento on November 8th.

Director O'Brien attended the Historical Society Committee meeting. She also provided a suggestion regarding recognizing the outgoing caretaker's efforts to keep Strathearn Park looking nice.

Director O'Brien attended the VCSDA meeting, and stated that she enjoyed speaker Christine Lokke's presentation.
Director O'Brien noted that the material and her notes from one of the sessions she attended at the recent NRPA conference in Houston were handed out to each Board Member at this meeting.

Director O'Brien mentioned that she had witnessed two people feeding the ducks at Rancho Tapo Park and Veterans Memorial while standing near the District's posted signs saying not to feed the ducks. She said that she took some time to educate these people on the park rules and the harmful affects feeding the wildlife have to the park grounds and water features.

Chair Cavanaugh attended the Special Events Committee meeting.

Chair Cavanaugh attended the Oak Park Park and Recreation Planning Committee meeting as was reported by Director Hostetler.

XI. REPORT BY DISTRICT MANAGER:

District Manager summarized staffing issues in the Maintenance Dept. that included some promotional opportunities and one reclassification. He stated that Bill Moritzky was promoted to the F/T Buildings Specialist-Utility position and John Krieger was promoted to the F/T Crew Leader position. He noted that P/T Groundskeeper III Jason Beck had applied for the F/T Crew Leader position and scored in the top three candidates after testing and interviews; he also holds a Qualified Applicators Certificate. District Manager said that after additional review and discussion staff made a decision they felt was in the best interests of the District to promote him into the vacant F/T Groundskeeper position.

District Manager reported that the S.V.U.S.D. has decided to install solar panels at a number of their campuses, beginning with the Hillside campus. A fence was put up and there will be construction there. He stated that the District will be impacted during the construction, such as with the irrigation system and some landscaping. The District will work with the School District on this, but has also expressed its concerns.

Vice Chair Johnson raised a question regarding some information provided them on the use of personal computers, electronic mail and records. Director Freeman provided further details on the subject-matter. Legal Counsel noted there is a related case currently on appeal, and that he will check on its status and provide the information to staff. District Manager explained how the Freedom of Information Act applies to requests for information.

The Chair called a Closed Session at 8:10 p.m.

The Chair reconvened the meeting at 8:31 p.m.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.95
   Claimant:         Ms. Shelly Garifo
   Agency Claimed Against: Rancho Simi Recreation and Park District

(B) Closed Session Pursuant to Government Code Section 54956.95
   Claimant:         Ms. Terri Norkus
   Agency Claimed Against: Rancho Simi Recreation and Park District
(C) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Howard Allen Levy on behalf of Paulina Mulkern
Agency Claimed Against: Rancho Simi Recreation and Park District

(D) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Mansell & Mansell on behalf of Roberta Bilodeau
Agency Claimed Against: Rancho Simi Recreation and Park District

(E) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Mansell & Mansell on behalf of Raymond Bilodeau
Agency Claimed Against: Rancho Simi Recreation and Park District

(F) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Mansell & Mansell on behalf of Weslee Bilodeau
Agency Claimed Against: Rancho Simi Recreation and Park District

**ACTION:** Vice Chair Johnson moved to reject Items XII. (A), (B), (C), (D), (E) and (F); Director Hostetler seconded the motion. Motion carried.

(G) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: The Following Assessor Parcel Number in Ventura County, Property Located at Southwest of Long Canyon Road at Winncastle Street, Simi Valley, Ca

Assessor Parcel Number: 680-0-020-350

Negotiating Parties: General Manager, Director of Planning / Acting Director of Maintenance and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

The Chair stated that no reportable action was taken on Item XII.(G).
(H) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: The Following Assessor Parcel Number in Ventura County, Property Located at 222 East Country Club Drive, Simi Valley, Ca

Assessor Parcel Number: 580-0-030-405

Negotiating Parties: General Manager, Director of Planning / Acting Director of Maintenance and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

The Chair stated that no reportable action was taken on Item XII. (H).

XIII. ADJOURNMENT: Vice Chair Johnson moved to adjourn the meeting at 8:32 p.m.; Director Hostetler seconded the motion. Motion carried.

Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: November 21, 2013
To: General Manager
From: Marketing and Community Outreach Specialist
Re: Presentation of the Part-Time Employee of the Month for October 2013
to Erika Purinton Daley

PART-TIME EMPLOYEE OF THE MONTH FOR OCTOBER 2013
The part-time employee of the month for October 2013 is Erika
Purinton Daley. Erika was hired on April 16, 1999. She works as a Site
Director for an Afterschool Club in the Recreation Department. This is
her first award for Part-Time Employee of the Month.

NOMINATION NARRATION
The person who nominated Erika said, "I hereby nominate Erika
Purinton for employee of the month."

I have known Erika for a long time as a Counselor and Director of Vista
ASC, at Rancho Day camp for two years, and two years at Houghton
(Township) Day Camp. As you can see, she has traveled to many different sites as a
Director.

Being a Director takes a lot of initiative by using lots of resources to make it a
successful year as well as having it be different every year. Her numbers in attendance
at Day Camp have also grown every year.

Her staff is always proud to work with her. She is open to every staff member whether
it is personal or work related. She always shows concern for new employees when
working at her camp. She takes the time to answer her or his questions and always
uses positive words. She's not afraid to hire a counselor with little or no experience and
takes the time to train them in working with children. It takes a dedicated person to be
willing to help in our line of work.

Erika is open to the suggestions from parents as well as the day campers. All of the
kids enjoy the activities that she plans and my favorite is the color war. Every week is
different. The camp is located at Houghton Park which has a great open atmosphere with trees. There is also a building there that is available for our use which provides us with an area where you can be inside and outside and always have eyes on the campers.

Every year, she has a theater production for her kids at Vista ASC in the spring time. I have attended one of her plays. The director of the play and the costumes were great. It was also great to see the way they planned stage props for the children. The club members and parents look forward to seeing them on stage. The parents are also involved with the production of the play.

My hat's off to Erika for all the activities she does for her club like the production and her job as a summer camp director.”

**BOARD ACTION**
Erika Purintun Daley has been invited to attend the November 21, 2013, board meeting to receive a plaque and a check for $75 from the board chair.

Colleen Janssen
Marketing and Community Outreach Specialist
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RANCHO SIMI RECREATION AND PARK DISTRICT  
Interoffice Memorandum

DATE: November 21, 2013

TO: General Manager

FROM: Marketing and Community Outreach Specialist

SUBJECT: Receive and File Report on Schedule of Events for December 2013

REMAINING EVENTS FOR NOVEMBER 2013

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thu</td>
<td>Nov 21</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Mon</td>
<td>Nov 25-29</td>
<td>SVUSD closed all week</td>
</tr>
<tr>
<td>Thu</td>
<td>Nov 28-29</td>
<td>OPUSD closed</td>
</tr>
<tr>
<td>Thu</td>
<td>Nov 28/29</td>
<td>Thanksgiving holiday, RSRPD closed</td>
</tr>
</tbody>
</table>

DECEMBER 2013 EVENTS

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Event Description</th>
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</thead>
<tbody>
<tr>
<td>Wed</td>
<td>Dec 4</td>
<td>City of Simi Valley Planning Commission meeting, 6:30 pm</td>
</tr>
<tr>
<td>Thu</td>
<td>Dec 5</td>
<td>2014 Winter/Spring Oak Park Recreation and Park News to post office</td>
</tr>
<tr>
<td>Thu</td>
<td>Dec 5</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Thu</td>
<td>Dec 5</td>
<td>Neighborhood Council #1, Community Room, City Hall (usually DARK)</td>
</tr>
<tr>
<td>Sat</td>
<td>Dec 7</td>
<td>Veterans Plaza, Pearl Harbor Survivor's Day, 10:00 am</td>
</tr>
<tr>
<td>Sun</td>
<td>Dec 8</td>
<td>Holiday Open House at Strathearn Park, 10am-4pm, free</td>
</tr>
<tr>
<td>Mon</td>
<td>Dec 9</td>
<td>City of Simi Valley Council Meeting, 6:30 pm</td>
</tr>
<tr>
<td>Tue</td>
<td>Dec 10</td>
<td>SVCC Holiday Mixer, 5:30-7:30 pm, Ventura County Credit Union</td>
</tr>
<tr>
<td>Tue</td>
<td>Dec 10</td>
<td>Neighborhood Council #2, Community Room, City Hall (usually DARK)</td>
</tr>
<tr>
<td>Thu</td>
<td>Dec 12</td>
<td>Neighborhood Council #3, Community Room, City Hall (usually DARK)</td>
</tr>
<tr>
<td>Fri</td>
<td>Dec 13</td>
<td>SVCC Breakfast meeting, Grand Vista Hotel, 7:30 am</td>
</tr>
<tr>
<td>Fri</td>
<td>Dec 13</td>
<td>2014 Winter/Spring Reporter to post office</td>
</tr>
<tr>
<td>Fri</td>
<td>Dec 13</td>
<td>RSRPD Holiday Party, 6:45 pm</td>
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<tr>
<td>Mon</td>
<td>Dec 16</td>
<td>City of Simi Valley Council Meeting, 6:30 pm</td>
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<tr>
<td>Tue</td>
<td>Dec 17</td>
<td>Neighborhood Council #4, Community Room, City Hall (usually DARK)</td>
</tr>
<tr>
<td>Wed</td>
<td>Dec 18</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<tr>
<td>Wed</td>
<td>Dec 18</td>
<td>City of Simi Valley Planning Commission meeting, 6:30 pm</td>
</tr>
<tr>
<td>Thu</td>
<td>Dec 19</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Mon</td>
<td>Dec 23</td>
<td>Simi Valley Winter Day Camp opens, Dec 23-Jan 3, closed Dec 24-25 &amp; Jan 1</td>
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<tr>
<td>Mon</td>
<td>Dec 23</td>
<td>Oak Park Winter Day Camp opens, Dec 23-Jan 3, closed Dec 24-25 &amp; Jan 1</td>
</tr>
<tr>
<td>Tue</td>
<td>Dec 24</td>
<td>Christmas Eve holiday, RSRPD offices closed</td>
</tr>
<tr>
<td>Wed</td>
<td>Dec 25</td>
<td>Christmas holiday, RSRPD offices closed</td>
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</tbody>
</table>
**FUTURE EVENTS**

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Wed</td>
<td>Jan 1</td>
<td>New Year's holiday</td>
</tr>
<tr>
<td>Thu</td>
<td>Jan 2</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm (TBA)</td>
</tr>
<tr>
<td>Mon</td>
<td>Jan 6</td>
<td>OPUSD school reconvenes</td>
</tr>
<tr>
<td>Tue</td>
<td>Jan 7</td>
<td>SVUSD school reconvenes</td>
</tr>
<tr>
<td>Thu</td>
<td>Jan 9</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
</tr>
<tr>
<td>Fri</td>
<td>Jan 10</td>
<td>SVCC Breakfast meeting, Grand Vista Hotel, 7:30 am</td>
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<tr>
<td>Tue</td>
<td>Jan 14</td>
<td>Neighborhood Council #2, Community Room, City Hall</td>
</tr>
<tr>
<td>Thu</td>
<td>Jan 16</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm (TBA)</td>
</tr>
<tr>
<td>Thu</td>
<td>Jan 16</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
</tr>
<tr>
<td>Mon</td>
<td>Jan 20</td>
<td>Martin Luther King, Jr., holiday, RSRPD offices closed</td>
</tr>
<tr>
<td>Tue</td>
<td>Jan 21</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
</tr>
<tr>
<td>Wed</td>
<td>Jan 22</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
</tr>
<tr>
<td>Tue</td>
<td>Jan 28</td>
<td>OP Committee election at MAC meeting, OPHIS</td>
</tr>
<tr>
<td>Fri</td>
<td>Jan 31</td>
<td>Family Game Night, RSSCC, 6-9 pm</td>
</tr>
<tr>
<td>Tue</td>
<td>Feb 4</td>
<td>VCSDA Annual Meeting</td>
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<tr>
<td>Thu</td>
<td>Feb 6</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm (TBA)</td>
</tr>
<tr>
<td>Wed</td>
<td>Feb 12</td>
<td>Youth Service Providers Meet and Greet, RSSCC, 2:30-4:00 PM</td>
</tr>
<tr>
<td>Fri</td>
<td>Feb 14</td>
<td>SVCC Breakfast meeting, Grand Vista Hotel, 7:30 am</td>
</tr>
<tr>
<td>Mon</td>
<td>Feb 17</td>
<td>Presidents; Day holiday, RSRPD offices closed</td>
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<tr>
<td>Thu</td>
<td>Feb 20</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm (TBA)</td>
</tr>
<tr>
<td>Wed</td>
<td>Feb 26</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
</tr>
<tr>
<td>Tue</td>
<td>Mar 4-7</td>
<td>CPRS Conference, Ontario</td>
</tr>
<tr>
<td>Mon</td>
<td>Mar 24-21</td>
<td>SVUSD Spring Break</td>
</tr>
<tr>
<td>Tue</td>
<td>Apr 1</td>
<td>Medallion Hunt begins</td>
</tr>
<tr>
<td>Sat</td>
<td>Apr 19</td>
<td>Egg Hunt and Salute to Spring, RSSCC, 9:00 am</td>
</tr>
<tr>
<td>Sat</td>
<td>Apr 19</td>
<td>Spring Arts &amp; Crafts Show and Egg Hunts, Mae Boyar Park, 9:30 am - 3:00 pm</td>
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<tr>
<td>Mon</td>
<td>Apr 21-25</td>
<td>OPUSD Spring Break</td>
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<tr>
<td>Fri</td>
<td>Jun 6</td>
<td>SVUSD last day</td>
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<tr>
<td>Thu</td>
<td>Jun 12</td>
<td>OPUSD last day</td>
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Colleen Janssen  
Marketing and Community Outreach Specialist
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 21, 2013

TO: Board of Directors

FROM: District Manager

SUBJECT: Receive and File Special District Board Member/Trustee Handbook
Produced by the California Special Districts’ Association

SUMMARY

As you know the District is a member of the California Special Districts’ Association ("CSDA"). District Board and staff members participate in the governance of that organization and also on fiscal, legislative and other matters affecting special districts in California. The District has also benefitted from the various educational opportunities provided by CSDA during its annual conference and also throughout the year in the form of publications, seminars and webinars. The attached Special District Board Member/Trustee Handbook represents the latest educational effort by CSDA. This Handbook provides valuable information to Board Members and others in several subject areas, including: ethics, Brown Act, and the role and responsibilities of Board members, the General Manager and staff. Also attached is a summary of the 2013 Major Highlights.

BOARD ACTION REQUESTED

Staff recommends the Board receive and file the Special District Board Member/Trustee Handbook
Produced by the California Special Districts’ Association.

Larry Peterson
District Manager
2013 Major Highlights

ADVOCACY AND PUBLIC AFFAIRS — TOP PRIORITIES FOR SPECIAL DISTRICTS

Protecting and Restoring Your District Revenues
- Due to Proposition 1A, which CSDA fought hard to pass, the State of California returned $1.9 billion, with interest, to special districts and other local agencies this June.
- CSDA successfully advocated for the removal of legislative provisions that would have prevented the ongoing restoration of over $500 million per year to special districts, occurring as a result of the dissolution of redevelopment agencies.
- To ensure special districts have equal debt collection authority as cities and counties, CSDA sponsored a provision within Senate Bill 184 allowing special districts to recoup money owed to them via the state’s Interagency Intercept Collections program.

Upholding Local Control and Preventing Costly Mandates
- Blocked two measures that would have driven costs, created new liability and undermined local decision making for districts that contract with private sector service providers (SB 556, Corbett; Assembly Bill 1333, Hernandez).
- Stopped efforts to establish costly and burdensome Public Records Act requirements (SB 570, DeSaulnier).
- Effectively lobbied against legislation that would have mandated local agencies provide specific homeless support programs while restricting special districts’ authority, as employers, to manage resources and hold their staff accountable for inappropriate conduct (AB 5, Ammiano).

Sharing Timely and Relevant Information
- Legislative Hot Sheets—New weekly updates regarding the most significant bills impacting your district at pivotal junctions in the Legislature.
- State Budget Analysis—Overview of the key changes within complex state financial policies.
- Public Employee Pensions—Reports on the latest CalPERS actuarial policies, investment strategies and employer contribution rates.
- Free Biannual Legislative Round-Up Webinars—Direct access to your lobbyists walking the Capitol halls.
- Special Districts Legislative Days—Interaction with key legislators, state officials and top policy leaders.

Guiding the Special Districts Community with Local Policy Development Tools
- Affordable Care Act Memo—Breakdown of how federal healthcare reforms impact special districts and what actions your district needs to take now.
- Property Tax Increment Memo and Fact Sheet—Review of the technical, political and public relations implications of the dissolution of redevelopment agencies and suggested responses.
- Special District Reserve Guidelines, Second Edition—Up-to-date best practices on proactive approaches to prudent savings.
- Proposition 26 Guide for Special Districts—Explanation of the evolving constitutional restrictions on taxes and fees from the local district perspective.
**PROFESSIONAL DEVELOPMENT SERVES AS A TRUSTED RESOURCE**

*Board Secretary/Clerk Conference*

This event gathered more than 160 board secretaries and clerks as CSDA brought the conference to Southern California in 2013. Conference tracks were available for first time attendees wishing to earn their board secretary/clerk certificate as well as current certificate holders.

*General Manager Leadership Summit*

Attendance at the General Manager Leadership Summit continues to grow. Over 160 attendees gathered in Newport Beach this July to focus on issues specific to general managers, including: leadership, social media, employee performance management, community outreach, pension reform and much more.

*2013 CSDA Annual Conference & Exhibitor Showcase*

Held September 16 – 19 in Monterey, this year’s conference drew over 500 attendees from around the state. Over 30 breakout sessions provided attendees with valuable information covering a variety of topics including governance, GASB pension standards, media relations, The Brown Act and The Public Records Act.

*Special District Leadership Academy Conference*

In response to demand for comprehensive governance training for elected and appointed directors and trustees, CSDA has created the Special District Leadership Academy Conference as a way for leaders to come together and complete all four modules of the Leadership Academy in one location in only two and a half days. The first conference will be held in Napa in November 2013.

*Webinars*

CSDA webinars continue to be a cost-effective way for CSDA members to participate in professional development programs. With low registration fees - some are even free - and no travel costs, CSDA members were able to participate in 35 webinars this year on topics ranging from fraud detection/prevention to understanding the Brown Act, and required training including Ethics AB1234 and AB1825 Sexual Harassment Prevention.

**DELIVERING MORE BENEFITS TO MORE MEMBERS**

*More Members than Ever Before*

Fifty new members came onboard in 2013, bringing our total membership to 1,028 – a CSDA record!

*Local Chapters Join Forces with CSDA*

Eight local special district associations across the state have strengthened their relationship with CSDA by adopting a formal affiliation agreement with the state association. Affiliated chapters are officially endorsed and have increased access to many CSDA resources.

*Adding Value to Membership*

After a short hiatus, Utility Cost Management (UCM) and CSDA renewed an agreement that gives members 16 percent off utility bill auditing services and the potential for saving thousands on future utility charges.

The District Purchasing Card program continues to gain momentum and distributed approximately $8,000 in rebates.

The 2012 Special District Administrative Salary & Benefits Survey, with data gathered from hundreds of districts, was released this spring. The survey provides a comprehensive look at salary, health insurance practices, retirement plans, sick leave and more.

**CALIFORNIA SPECIAL DISTRICTS ALLIANCE: YOUR DISTRICT’S PREMIER RESOURCE**

The California Special Districts Alliance partners – CSDA, CSDA Finance Corporation and SDRMA – continued collaboration on projects benefitting special districts, with a strong focus on expanding webinars and specialized conferences.

*CSDA Finance Corporation*

responded to requests from nearly 70 districts seeking to take advantage of record-low interest rates. Over the past year, the Finance Corporation facilitated more than $37 million in financings for capital improvement projects, equipment and vehicle purchases and the refinancing of prior debt.

*Special District Risk Management Authority (SDRMA)*

continued to focus on providing special districts the most cost-effective risk management solutions possible, including property/liability coverage, workers’ compensation and health benefits. SDRMA’s Board of Directors kept rates flat for property/liability for the fourth year in a row and also keeps rates flat for workers’ compensation for program year 2013-14.

There were 189 attendees at SDRMA Safety/Claims Education Day in Sacramento on March 28, 2013. This free event for SDRMA members and CSDA members included sessions on employment practices, workers’ compensation, claim reporting, scheduling property coverage and safety awareness.
SPECIAL DISTRICT BOARD MEMBER/TRUSTEE HANDBOOK
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Board Member Roles

- Make and approve district policy
- Set the direction of the district
- Make decisions
- Establish strategic goals and objectives
- Be an advocate for special districts
WHAT YOU SHOULD KNOW
as a Special District Board Member

Commitment and Responsibilities
As a board member or trustee for a special district, you have committed to serve the best interests of the community, provide services that are essential to the community and represent the people who placed you into office.

With a strong commitment, there are a number of responsibilities as a director on a special district board. Some of these will be identified and detailed in this handbook so that you will have an even better understanding of special districts and your role as a director.

One of the most significant responsibilities as a director is to understand that the board is a team and you need to work together as such. Understanding the dynamics of the group as well as the individual perspectives and opinions of the other board members that you sit with is crucial to the success of the team and district you represent. This united approach will help to strengthen the district and provide the grounds for maintaining a clear vision of the future, a unity of purpose and a cohesive board of directors.

Additionally, the board of directors typically has specific responsibilities that coincide with their overall role as directors. For example, in the area of human resources, the board’s charge is to support and assess the performance of the general manager, approve personnel policies, establish salary structure and benefits packages, approve job descriptions and organizational structure, and establish a strong communications link between the board and general manager.

Another example of specific responsibilities can be seen when taking a look at some of the financial aspects of the district. Typically, the board will ensure that sound fiscal policy exists and that practices and controls are in place so that the district, staff, general manager, and board have direct accountability to their constituents. Furthermore, a board may be involved in such things as the approval of the annual budget, developing reserve guidelines, establishing financial goals, reviewing district finances, developing capital improvement plans, setting rates and fees, and the like.

Clearly, as demonstrated above, being a director on a special district board entails a commitment to being actively involved in setting the direction of the district and, most importantly, serving the best interests of the community and the constituents that the district serves.

Accountability
Special districts, governing officials, and management are accountable to the voters and customers who use their services. Every special district must submit annual financial reports to the California State Controller and also must follow state laws pertaining to public meetings, bonded debt, record keeping, conflict of interest, and elections.

The role of staff and the general manager
The roles of the staff and general manager are very different from that of the directors, and it is important to understand what the responsibilities and reporting avenues are of each respective group.

The general manager and staff of the district are encouraged to make recommendations and play an active role in moving the district forward. Their main role is to maintain and advance the operations of the district and implement those policies, strategies, and directives that are approved by the board of directors. All directives for staff should be given by the general manager or designated supervisor within the district.

The general manager is the executive staff officer of the district and for the board of directors. He/she administers the district and has exclusive management and control of the operations and works of the district, subject to approval by the board of directors, and provides day-to-day leadership for the district. He/she delegates authority at his/her discretion and has authority over and directs all employees, including hiring, disciplinary action and termination. He/she seeks to carry into effect the expressed policies of the board of directors, including planning the short, medium, and long term work program for the district, facilitating constructive and harmonious board relations, preparing and managing the district budget, conducting studies, and delivering written and oral presentations.

OVERALL, YOUR ROLE AS A DIRECTOR IS TO:
• Make and approve district policy
• Set the direction of the district
• Make decisions
• Establish strategic goals and objectives
• Be an advocate for special districts
WHY
Governance is Important
By Davis Campbell, Governance Consultant | Trainer

Local boards are the reason, and really the only reason, why local control is local. Special district boards are the voices of the community. Boards are also a large reason why special districts exist.

The truth is that every elected or appointed public official needs to worry about governance: governance is what boards do. Governance is taking the wishes, needs, and desires of the community and transforming them into policies that govern the district. Survival of special districts as a concept depends in large part on how well we do our jobs as board directors or trustees. The quickest way to destroy special districts is for the public to perceive districts as not responsive to the needs of the community or as not being governed effectively.

If governance is important, how do we do it well?
The good news is that in recent years a lot of work has been done on effective governance. Based upon a model developed by the California School Boards Association (CSBA) and adapted by the California Special Districts Association (CSDA), there are three critical dimensions to effective governance. The CSBA Effective Governance Model provides an in-depth examination of the three critical dimensions that interact to determine how a board operates and its effectiveness as an organization.

- First, the model looks at the board as an organizational entity;
- Second, the individuals who serve as effective board members and make up the board;
- And third, the specific jobs the board must perform.

All three of these dimensions or elements of a board must be viewed as a whole in order to truly develop an effective governance operation.
The board leader
While boards develop unique organizational cultures, they are, after all, composed of individuals. It is individuals and their values, skills, and knowledge that shape how boards operate at any given time. Individuals also determine whether the board will sustain effective behavior as a group role.

Not everyone who serves on a special district board becomes an effective board member or leader. Those who do become effective board members also become highly valued community leaders. When an entire board is composed of truly effective board members rather than individuals, the board becomes highly effective.

So, what are the characteristics of effective board members and how are they different than those who just serve on boards?

- Effective board members think about governance differently. They have distinctly different attitudes from non-effective board members. Effective board members understand the fundamental role of the citizen leader in the governance of special districts.

For example, effective board members understand fundamental principles of effective governance. They understand that the authority of any board member rests only with the board as a whole; that the board, not the individual board member, governs the special district. They tend to worry when an individual is attempting to impose his own agenda on the district rather than working to build support for an institutional agenda.

- Effective board members know that how a board member governs is as important as what a board member does. They know that manners make a huge difference.

- Effective board members work hard to make the team successful.

- Effective board members understand they need to establish trust. They treat everyone with respect, and expect others to treat them the same way.

- Effective board members respect the diversity of perspective and styles.

- Effective board members always keep confidential information confidential.

The real challenge to special districts is how to learn and achieve as board members. There are governance skills required and to be learned in order to be effective. But first, we must establish a culture of participation in our special district community. Every board member must understand that, just as we expect our staff to be involved in their profession, to learn and develop new skills, so too must we as effective board members learn and hone our governance skills. We must encourage our colleagues to branch out and learn the skills of governance. We must establish a culture of participation and communicating education in the special district community. The future of special districts in California depends upon it.

SPECIAL DISTRICT RESOURCES
California Special Districts Association
www.csda.net

Senate Local Government Committee
www.sen.ca.gov

Assembly Local Government Committee
www.assembly.ca.gov

Official California Legislative Information
www.laginfo.ca.gov

League of California Cities
www.cities.org

California State Association of Counties
www.counties.org

California Local Government Finance Almanac
www.californiafinance.com

California Association of LAFCos
www.calefco.org

Governor's Office of Planning & Research
www.opr.ca.gov

California State Controller's Office
www.sco.ca.gov

California Legislative Analyst's Office
www.lao.ca.gov

Special District Leadership Foundation
www.sdlf.org

Special District Risk Management Authority
www.sdrma.org

CSDA Finance Corporation
www.csdafinance.net
What are special districts?
Special districts are a form of local government. They are created by their constituents to meet specific service needs for their communities. Most perform a single function such as water delivery, fire protection, wastewater or cemetery management to name just a few. Some, like community services districts, provide multiple services.

Special districts are not cities and counties, they are not school districts, they are not Mello-Roos districts, and they are not state government. Special districts work hand-in-hand with cities and counties to provide communities with essential public services and to keep pace with the demands of fulfilling all the public service needs of California's rapidly growing population.

What kinds of special districts are out there ... to name a few?
- Airport
- Public Cemetery
- Community services
- Drainage
- Flood control
- Fire protection
- Healthcare/hospital
- Harbor/port
- Irrigation
- Library
- Mosquito abatement and vector control
- Police protection
- Reclamation
- Recreation and park
- Open space
- Resource conservation
- Sanitation wastewater
- Transit
- Utility
- Water
- Water conservation
- Waste management

How does a special district differ from a city or county?
Special districts are limited-purpose local governments. They provide only the services their residents desire within a designated, limited boundary. By contrast, cities and counties are general-purpose local governments. They provide a broad array of services for residents throughout their geographic boundaries. Furthermore, counties in unincorporated areas, and cities are responsible for land-use decisions.

What is the difference between independent special districts and dependent special districts?
Independent special districts are governed by their own boards of directors who are elected by voters or appointed to fixed terms by elected officials in their districts. These boards do not consist of ex officio members who are officers of the county or another local agency. About two-thirds of the state's special districts are independent special districts.

Dependent special districts are governed by other, existing legislative bodies such as a city council or a county board of supervisors, or appointees that serve at the pleasure of those bodies and can be removed or replaced any time at their will.

How are special districts funded?
Special districts are funded either through local property tax revenues, fees charged to customers for their services or a combination of the two. Special districts that rely primarily on property tax revenues are considered non-enterprise, while districts that primarily generate revenue through fees for service are considered enterprise.
How are they created?
Special districts require majority-vote approval by citizens in the proposed district to be created, or a two-thirds vote if a new tax is required to fund the district's operations. When residents or landowners want new services or a higher level of service not otherwise provided by cities and counties, they can propose to form their own special district to pay for and administer the services by applying to the Local Agency Formation Commission (LAFCo).

What is Proposition 13?
Proposition 13, enacted by voters in 1978, imposed strict limits on property taxes to one percent of property value, causing special districts, cities and counties to lose much of their local control and funding security. Before Prop 13, special districts received $945 million from property taxes (1977-1978). Shortly after Prop 13 was imposed (1978-1979), special district property tax revenue dropped to $532 million, a loss of almost 50 percent.

What is ERAF?
ERAF is the Educational Revenue Augmentation Fund. During the recession of the early 1990s, the state took property taxes from special districts, cities and counties and shifted them into ERAF to offset its debt and spending obligations to education. That mandated property tax shift of precious local government revenue continues today despite the fiscal hardships it has caused local governments. Since ERAF began in 1992, the state has shifted over $9 billion annually in local property tax revenue from special districts.

What is Proposition 1A?
Proposition 1A limited the state's future ability to transfer funds away from local governments, except in the case of fiscal emergencies. The amount is limited to eight percent of property tax revenues in a county and must be paid back within three years, with interest.

What is LAFCo?
Local Agency Formation Commissions (LAFCo) are responsible for coordinating logical and timely changes in local governmental boundaries, conducting special studies that review ways to reorganize, simplify and streamline governmental structure and preparing a Sphere of Influence for each city and special district within each county. The LAFCo's efforts are directed to seeing that services are provided efficiently and economically while agricultural and open-space lands are protected.

Where do special district tax dollars go?

- Transit: 17%
- Fire, Emergency, Medical & Police: 35%
- Parks & Recreation: 9%
- Flood Control & Water: 27%
- Other: 12%

Legislative Analyst, Coleman Advisory Services:
ETHICS LAWS
For Elected or Appointed Officials

Under the Political Reform Act, a public official may not participate in any way in a decision in which the public official has a "disqualifying conflict of interest." The law states that:

"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

California Government Code §87100

As this applies to special districts, a conflict of interest regarding a particular district decision would exist if it were "... reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or any of one's other financial interests."

California Government Code §87103

In essence, the most important things you need to know about the Political Reform Act are:

- The law applies only to financial conflicts of interest—those arising from economic interests.
- Whether you have a conflict of interest depends heavily on the situation related to each district decision.
- The best way to avoid conflict of interest problems is to learn and recognize the various economic interests from which conflicts can arise.

In addition to the conflict of interest laws, public officials must also disclose all personal economic interests. Special district officials are affected through their respective district's conflict of interest code/policies that a district is required to have by law. Therefore, as a public official, you are required to file a "Statement of Economic Interests" with the Fair Political Practices Commission when you begin your term, annually and when you end your term.

In the Statement of Economic Interests, public officials are required to disclose all sources of income as well as interests in real property, investments, gifts and the like. Given that it's the law and also that the public, including media, have full access to statements of economic interests, it is recommended that officials be completely open, honest and always disclose all financial interests as this could help prevent future problems.

There are numerous other legal "dos" and "don'ts" for public officials, many of which deal with personal loans, gifts, free travel, payments, honoraria, contracts and holding dual offices. It is recommended that officials research all of the specifics of the laws related to their position.

Lastly, there are additional laws that affect public officials and violation of them may not only cause you to lose your position, but also may result in criminal penalties. According to the publication A Local Official's Guide to Ethics Laws (2002 Edition) some areas that can result in criminal prosecution and/or forfeiture of office include:

- Bribery
- Payments for appointments to office
- Willful or corrupt misconduct in office
- Embezzlement
- Misuse of public funds
- Violation of the Open Meetings Law/ Brown Act
- Prohibited political activities
- Conviction of a crime

As can be seen above, public officials are held accountable for their actions both by their constituents who elect them and by the law. As an elected or appointed official...
THE RALPH M. BROWN ACT
California Government Code §54950-54962

for a special district, it is your responsibility to promote ethical conduct within your district and understand the ethics laws to ensure that you are always keeping the interests of your constituents in the forefront.

AB 1234 and ethics training requirement
In 2005, the State Legislature passed Assembly Bill 1234 by Assembly Member Simon Salinas (D-Salinas), which requires local government officials to take ethics training every two years, with a requirement that they take their first training no later than a year after they start their first day of service with the district. This and similar legislation were proposed after incidences that occurred in several districts over lapses in ethical judgment.

Specifically, if a district provides any type of compensation, salary or stipend to any board member or provides any type of expense reimbursement, then all members of that board must participate in the ethics training, as well as any designated employees (like the general manager). The training must be at least two hours every two years, and a record must be kept by the district. These are public records and are subject to the California Public Records Act.

PUBLIC OFFICIAL ETHICS LAW RESOURCES
California Special Districts Association
www.csda.net
Institute for Local Government
www.ca-ilg.org
Fair Political Practices Commission
www.fppc.ca.gov
Official California Legislative Information
www.leginfo.ca.gov
Office of the Attorney General
www.ag.ca.gov

The basis of the Ralph M. Brown Act is that “All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency…”

While the Brown Act has gone through a series of additions and amendments, the core of the Act remains the same: to ensure that the meetings of local government bodies, formal or informal, be open and accessible to the public at all times.

The Act begins by stating the following:

“In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people’s business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.”

As public agencies, special districts must comply with the Brown Act. This means meetings and elections of districts’ governing boards must be open and announced through public channels such as through newspapers, flyers or notices delivered to residents.

The Brown Act is very detailed as to what is permissible and is amended periodically. It is recommended that public officials read the Ralph M. Brown Act in its entirety and receive some type of training and/or read various publications on the Act.

BROWN ACT RESOURCES
Open & Public IV: A User’s Guide to the Ralph M. Brown Act
www.csda.net
Search CA law/codes
www.leginfo.ca.gov/calaw.html
Education/Trainings
www.csda.net
YOUR ROLE
AS A SPECIAL DISTRICT ADVOCATE

The special district community and their governing officials, more than ever, are coming together to create a presence and united voice. The California Special Districts Association (CSDA) is continuing to work to increase the visibility of special districts with key decision-makers and create a network of activists throughout California. All special district officials should play an active role in educating other local officials and legislators on special districts and the issues that impact their resources and services.

Special districts can no longer sit idle as competing interests vie for shrinking state resources. The time for active engagement is now!

Ever looming state budget deficits have necessitated increased legislative advocacy and grassroots engagement by special district officials in a more active and visible manner. Furthermore, term limits have resulted in a weaker knowledge base with incoming candidates of the services that are provided by special districts and the issues facing them. It is the job of every elected official to educate state legislators early about special districts and gain support for protecting local revenues and services.

Meet with legislators
One of the key roles you can play as a director and special district advocate is to meet with your legislators. Cultivating relationships with decision makers is essential; it is the most significant advocacy role you
can play as a special district official. Meetings can be as simple as stopping by your legislators local office to introduce yourself and the special district you represent, or even setting up a formal appointment to discuss issues that are facing your district and special districts in general.

Another possibility is to hold a breakfast or coffee event and invite the legislator and his or her staff to attend, or to take them on a tour of your facility. CSDA’s Advocacy & Public Affairs Department can help districts set meetings with their legislators in the district or the Capitol. These are the most effective types of meetings.

**Respond to Calls to Action**

Throughout the legislative session, you may receive a “Call to Action” from various organizations, including CSDA. These Calls to Action typically pertain to a particular piece of legislation that will affect your district. It is imperative that you take a moment to review the information and take action! A visit, phone call, fax, email or letter to your legislator can make a huge difference on issues that could affect your district, and how it operates.

CSDA also regularly updates its Grassroots Action Center with the top legislative issues facing special districts, including tools that help districts take action such as sample letters. If your district is new to such efforts, CSDA offers members a Grassroots Advocacy Guide as well as sample policies for taking a position on legislation.

**Get involved at the local and state levels**

CSDA encourages all special district staff and directors to get involved in activities and events throughout the state. This includes participation in local special district chapters and LAFCo meetings, as well as statewide functions like CSDA’s annual Special Districts Legislative Days. These are opportunities to learn and discuss the major issues of the year, as well participate in visits with legislators in the Capitol.

CSDA has a Grassroots Mobilization Survey, which asks board members and staff if they know a particular legislator, and how well they know that legislator. At specific points during the legislative session, respondents will be asked to make a phone call or two to that legislator to support a bill that promotes special districts or to oppose legislation that would harm districts. If you know a legislator, be sure to fill out the Grassroots Mobilization Survey.

**Work together with cities, counties and other special districts**

Much like the special district you represent, the cities, counties and other special districts near you play an integral role in your region. As a director, you should work to establish strong relationships and help to create an atmosphere that is conducive to sharing information and ideas with other local agencies.

Get to know other elected officials in your area. This will help you to better understand issues facing other local governments and can also assist in identifying issues that each agency may have in common. Partnering with cities, counties and other special districts on common issues can bring additional influence to a specific cause or legislative matter and result in benefiting each agency’s constituents.

**RESOURCES FOR BECOMING A SPECIAL DISTRICT ADVOCATE**

California Special Districts Association (CSDA)  
www.csda.net

League of California Cities  
www.ca-cities.org

California State Association of Counties  
www.counties.org

California Association of LAFCos  
www.calafco.org

California State Senate  
www.senate.ca.gov

California State Assembly  
www.assembly.ca.gov
The California Special Districts Association (CSDA) is a 501(c)(6), not-for-profit association that was formed in 1969 to ensure the continued existence of local, independent special districts. For over 40 years, CSDA has been offering its members cost-efficient programs and representation at the State Capitol with a strong and diverse membership throughout California.

The association is governed by an 18-member Board of Directors elected by mail ballots. The Board consists of three directors from each of the six regions throughout California. Additionally, there are a number of committees and local chapters that provide input and guidance. The CSDA standing committees include:

- Audit Education
- Elections/Bylaws
- Finance Fiscal Legislative
- Membership and Recruitment

CSDA provides education and training, risk management and insurance coverages, industry-wide litigation, public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services and, most importantly, current information that is crucial to a special districts management and operational effectiveness.

CSDA is the only statewide association representing all types of independent special districts. Membership in CSDA is a valuable district’s investment in its future! Through membership, special districts take an active role in educating the general public, their constituents and legislators as to the important role that special districts play in California.

CSDA Benefits & Services

The purpose of the California Special Districts Association (CSDA) is to provide special districts throughout the state with representation, advocacy, education and services that can positively affect their operations. While our governmental affairs program serves the interests of all special districts in the state regardless of their affiliation with CSDA, these efforts are only possible with the support of these same special districts. Get involved through membership!

Legislative and Legal Representation

Legislative advocacy: CSDA is the only voice in the Capitol that represents and fights for all California special districts, regardless of services provided. CSDA employs full-time in-house lobbyists who review and monitor every bill introduced for its potential impact on California’s special districts. Any bills requiring action are quickly brought to the attention of the CSDA Legislative Committee and Board of Directors in order to determine a position on each respective issue and then lobbied accordingly.

Litigation support: CSDA often involves itself in litigation, or pending legal cases, on behalf of its members, including testifying in court, filing amicus briefs and requests for publication, among others.

Competitive Risk Management/Workers’ Compensation/Health Coverage and Financing Opportunities

Special District Risk Management Authority (SDRMA): Through CSDA membership, districts can access quality coverage through SDRMA which has been created and run by special districts for 20 years. Because SDRMA is not subject to the profit-driven policies of private corporations, they offer tailored, comprehensive coverage at a substantial savings to special districts.

CSDA Finance Corporation: Need help funding capital improvement or equipment projects? The CSDA Finance Corporation was designed specifically to help CSDA members enhance revenues and reduce costs associated with these projects through the use of innovative finance programs.

Critical and Current Information

CSDA e-News: an electronic newsletter sent directly to your email every week, which includes updates on key legislation, information on new education workshops and trainings, and other important news that affects CSDA members and special districts in general. Additionally, there are job listings and sponsorship opportunities for those entities looking for publicity.

California Special District magazine: CSDA’s bimonthly magazine, California Special District, is read not only by members of other special districts, but
also by legislators and other decision-makers in the state. The articles highlight not only special district-specific topics, but also broader policy issues that affect the state, like infrastructure and governance.

**CSDA website** - the CSDA website's "Members Only" section houses tools and information useful to any and every special district and features, among other resources:
- A directory of your Senate and Assembly representatives and contact information;
- A list of bills important to special districts, CSDA's position on those bills and sample template letters for your district to use;
- Discounted pricing on publications at the online CSDA Bookstore;
- Reduced rates on classes and workshops by registering for an event through the Education Calendar;
- Links to additional resources related to special districts.

**CSDA listserv:** The email listserv provides a convenient way for CSDA members to discuss issues of importance with other special districts, share relevant information and get answers to questions from those most qualified to answer; people who have been through the same experiences.

**Discount on publications:** CSDA members receive significant savings on various guides, manuals and brochures offered through CSDA. Some of these include:
- A Local Official's Guide to Ethics Laws: This comprehensive guide, published by the Institute for Local Self Government and developed by a broad base of professionals from local agencies, is packed with useful information on the ethical "dos and don'ts" for elected or appointed public officials. Crucial areas covered include: public disclosure of personal economic interests, receipt of loans, gifts, travel payments and honoraria, conflicts of interest, campaign contributions and bias, having an interest in a contract, dual office holding and incompatibility offenses, and criminal misconduct in office. Each of your elected or appointed officials should have a copy of and read this document!

- California Independent Special Districts information brochure: This brochure, which is free of time-dated information to ensure a long shelf life, defines special districts, highlights the services they provide, outlines who runs them, and explains how they operate. This brochure serves as a great public information piece for your district constituents, local media representatives, and policymakers.

- Open & Public IV - A User's Guide to the Ralph M. Brown Act: "All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency. . ." "The main goal of this publication is to put the Ralph M. Brown Act in an easy to read format, so it can be readily understood by local officials, the public, and the news media. Topics covered in Open & Public IV include: meetings, legislative bodies/committees, notice and agenda, teleconferencing, rights of the public and when to legally hold closed sessions. It is imperative that all district representatives have a clear understanding of the current Brown Act to avoid violations of the law.

- Sample Policy Handbook: This handbook is an accumulation of policies written and edited by Harry Ehrlich, as well as the adapted policies of various districts throughout the state. Handbook contents include: general board policies, including adoption and amendment of policies; over 80 personnel policies such as sexual harassment, advancement of wages, benefits, educational assistance and remuneration; operational policies on accounting, budget preparation and more; board of director policies such as the role of officers, attendances and committee makeup; board meeting policies regarding such issues as setting agenda, conduct and minutes; facilities development policies including annexation and environmental review guidelines. For a complete list of the contents in this handbook, contact the CSDA office.

**Additional member benefits**

**Free legal advice:** Every CSDA member is entitled to one hour of free legal advice to assist in resolving any legal issue or question. The CSDA legal counsel has been representing special districts for 50 years and is well versed in helping special districts in a variety of areas.
Local chapters: Several counties in California have a local chapter. These chapters provide a local forum for the discussion, consideration and interchange of ideas concerning local issues and CSDAs purposes and direction. Not only do these local chapters advocate at the local level, they also help to inform the public of the benefits of local control, establishing a local communication network and carrying out programs of mutual benefit to member districts. Get involved locally!

Hardworking, dedicated staff: The staff at CSDA is fully motivated and working hard every day of the week to represent you and ensure your district’s success. We are here for you!

Professional Development Opportunities
CSDA is dedicated to providing high-quality educational opportunities at a reasonable price. The workshops offered vary from extensive board member and governance training to legal issues and the development of policy and personnel manuals. Workshops are offered throughout the year and at special district office locations throughout California. We now offer a variety of webinars specifically designed for special districts. Webinars provide yet another avenue to stay current and receive continuing education on a variety of topics.

Special District Leadership Academy
One of the most significant and comprehensive training series a special district board member should participate in is the CSDA Leadership Academy. The Academy focuses on four areas that all board members should know in order to do their jobs effectively. These include:

1) Governance foundations
2) Setting direction/community leadership
3) The Board’s role in human resources
4) The Board’s role in finance

CSDA has developed this program and curriculum in conjunction with experts in governance as well as highly experienced special district officials and managers.

Annual Conference
The CSDA Annual Conference is an opportunity for special district employees, managers and board members to receive the latest information about special districts and the issues facing them, as well as attend workshops on the latest management techniques. The conference is also an outstanding place to visit with exhibitors and meet and network with your peers from other special districts throughout the state.

Special Districts Legislative Days (SDLDD)
CSDA’s SDLDD is an annual two-day legislative conference in Sacramento. Special district leaders come to the state’s capitol to exchange ideas with legislators and Capitol staff who are critical to the growth and survival of special districts and hear from key legislators and policy experts on topics that directly impact special districts. District representatives also get to know legislators, staff and policy experts in a casual setting at the legislative reception.

Special District Leadership Foundation (SDLF)
The SDLF is a collaborative effort of eight special district organizations dedicated to excellence in local government. SDLF has implemented the Special District Administrator Certification Program, which certifies those who succeed as one of the “best of the best” in their profession. The Foundation also has implemented a similar program for special district governing officials and has endorsed the CSDA Leadership Academy as its core governance training. Lastly, a program called Districts of Distinction showcases the best of the best in districts.

Open, Ethical Leadership: AB 1234 compliance
CSDA has worked in collaboration with highly respected law firms specializing in local governments to develop the content and curriculum for ethics training courses. Board members are required by law to take a two-hour ethics training course every two years and this workshop that CSDA offers satisfies this requirement. Remember—it’s the law!

Networking Opportunities
CSDA’s Annual Conferences, seminars and Special Districts Legislative Days provide unequaled opportunities to network with others in your chosen profession and discuss common problems, solutions and experiences.
CSDA is embarking on a new approach to take a more active and visible leadership role in advancing the cause of special districts.

One of the most significant goals of CSDA is to build support for special district issues by educating key decision-makers and the media about the value of special districts in providing essential services that voters want and need. By expanding our base of influence, we are raising the visibility and clout of special districts to make your voices heard.

CSDA is focusing more on the policy arena to strengthen special districts' voice and enhance your visibility in the State Capitol. CSDA has redefined the Legislative Department as the Advocacy and Public Affairs Department, and refocused the mission toward grassroots and public outreach in strategic coordination with traditional lobbying efforts.

CSDA is positioned, now more than ever, as a powerful advocate, key resource and referral network on issues that impact special districts. This new approach signals an opportunity for us to elevate the profile and influence of special districts and to provide CSDA with the firepower it needs to become a leading advocate and key resource on issues that impact special districts.

To get there, CSDA will continue to:

- Build support for special district issues by educating key decision-makers and the media about the value of special districts in providing essential services that voters want and need.
- Focus on common interests and help districts better serve their customers by placing a greater emphasis on top-notch education and training in advocacy, governance, administration, risk management and finance.
- Strengthen our connection and value to special districts by improving our communications channels, information sources and membership forums.
- Focus on the Special District Leadership Academy—the only curriculum endorsed by the Special District Leadership Foundation.

Grassroots mobilization
CSDA's effectiveness on legislative matters is directly linked to the level of participation of special districts and we need active engagement in our advocacy programs to establish a strong and lasting presence. This means being continually responsive to calls for action and cultivating relationships with your constituencies and key decision-makers on the state and local levels to build a strong coalition of support.

CSDA is committed to an effective grassroots mobilization effort. As a special district director, you may have relationships to state legislators that would be beneficial to the entire special district community in California. CSDA has a survey to find out who exactly you know in the Capitol so we can make that important connection when an important vote is needed to promote and protect special districts.

CSDA Core Beliefs

The CSDA Board of Directors believes that special districts are closest to the community and the most responsive form of local government in California.

The Board therefore believes that CSDA can and should:

- Be the leading and passionate voice for all special districts.
- Be aggressive and resolute in representing and advocating for the needs of all special districts.
- Strengthen support for special districts by educating the public, media and public policy makers on all levels on the value and function of special districts.
- Capitalize on the strengths of the diversity of special districts, fully representing all types and forms of districts.
- Be the preeminent training provider for all special districts, striving for effective governance, leadership and administration.
- Provide a wide range of high-quality services and resources to member districts.
Key Media Messages

Special districts are an integral part of the local government framework.

Special districts work hand-in-hand with cities and counties to fulfill all of California’s public service needs.

Special districts are a form of local government. They are not cities; they are not counties; they are not school districts; they are not Mello-Roos districts; and they are not state government. Special districts are limited-purpose local governments providing only the services their constituents want and need.

Special districts fill voids in city and county services and heighten the level of services desired by their constituencies.

Special districts can serve single or multiple functions and can serve small neighborhoods or large regions. They tailor their services to citizen demand.

Special districts are funded either through a share of local property tax revenue and/or fees generated from their constituents who vote to form them and hold them accountable for all that they do.

Special districts are special because they provide focused services that residents in their communities want, need and approve at the ballot box.

No special district can operate without the consent of voters deciding what services they want for their communities.

Nearly all of California residents rely on special districts for some form of service that is delivered to their homes, businesses and/or communities.

Everyday, millions of Californians are served by special districts. This includes the water that brews our coffee in the morning, the parks our children enjoy, the street lights and the fire trucks we depend on, an evening BBQ without mosquitoes, the books that enrich our knowledge—all thanks to special districts.

Special districts serve the public by delivering critical, life-saving fire and police protection, as well as essential healthcare services.

Special districts are closest to the communities they serve and therefore provide expedient and responsive services to customers.

Independent special districts are governed by their own boards of directors. They are elected by voters in their district or appointed to fixed terms by elected officials in their district who are accountable to their constituents.

Special district board members and trustees all take an ethics training course every two years to ensure what they do on a day-to-day basis is compliant with state law and to best serve their constituents.

Special districts only provide the services that their constituents want and need.
Special districts can link costs to benefits. That is, only those who benefit from special district services pay for them. Those who do not benefit do not pay.

Special districts are open, visible and accountable to their constituents.

Special districts are visible because their services are either used or seen almost everyday by their constituents.

As public agencies, special districts must comply with the Brown Act, which means meetings of their governing boards must be open and publicly announced.

Special districts cannot be formed without the consent of a majority of voters in their districts, and they cannot raise taxes without two-thirds support.

Special districts are accountable to voters and the customers who use their services. They must submit annual financial reports to the State Controller and also must follow state laws pertaining to public meetings, bonded debt, record keeping and elections.

Special districts do their jobs and do their jobs well. Like any public entity, not much is reported about them when customers are pleased and things are going well. It’s typically when controversy arises like a rate hike or service reduction that they become more apparent. As the Little Hoover Commission agrees: “No news is good news. The vast majority of special districts are successful and clearly many are.”

Special districts and the core services they provide will be devastated if the state continues to balance the books off the backs of local governments.

Loss of additional local government revenue to the state presents a serious hardship for many independent special districts that can only be absorbed by program cuts and staff and service reductions.

It’s unfair to ask residents of special districts to replace the property tax revenue taken by the state that they originally voted to go to special districts. This could result in double taxation on these residents just to restore the same services to their original level.

Special districts have lost $9 billion since the state began shifting local property tax revenue to offset its own debt and spending obligations as far back as 1992. Over $500 million was lost in 2012-2013, alone.

Property tax revenue losses are particularly difficult for independent special districts because, unlike cities and counties, property tax revenue is often the sole or primary source of funding for the provision of services.
Why are some special districts supported by property taxes, others by fees or both?
Special districts designated as "non-enterprise districts" are funded through a portion of property taxes. They don’t lend themselves to fees because the services benefit the entire community and not just individual residents. About three-quarters of the state’s special districts are non-enterprise districts. Some of them include libraries, police and fire protection, mosquito and vector control, and public cemeteries. Though non-enterprise districts rely overwhelmingly on property taxes for their operational expenses, certain services, such as a park district's pool, can generate a small amount of fee revenue.

Special districts that are designated as "enterprise districts" run more like a business enterprise and therefore charge customers "user fees" for specific services provided. For example: water rates for the amount of water consumed or room charges for patient hospital stays. Virtually all water, wastewater and healthcare districts are enterprise districts.

Both enterprise and non-enterprise districts can pursue bonds to pay for capital improvements—for instance, to pay for a new dam or library building. In such cases they must receive a two-thirds majority vote to issue general obligation bonds backed by property taxes.

While some enterprise districts are supported by both property taxes and user fees, the property tax revenue they receive is typically minimal and primarily used to pay for their bond debts and/or stabilize rates.

How are special districts staffed?
Don’t they have board members who are heavily compensated for doing very little?
The staffing of special districts is based on size and budget. Some rural districts operate only with volunteers or staff that is paid minimally. For others, the administration or staffing may require a larger commitment of resources. The budget allocated for the operational needs of the special district is approved by an elected board in a public meeting. Board member compensation is set in statute by the Legislature. Some districts have the statutory authority to adjust their board member compensation.

Can special districts tax a resident without his/her consent?
No. Proposition 13 limited property taxes to one percent of property value. Many special districts get a share of these revenues and if they require additional revenue, they must get the approval of voters by a two-thirds majority.

Once a special district is formed, how much is a resident taxed for the services received?
The individual is taxed based on a portion of what is reallocated to that special district from the total amount of property tax revenue collected for local government purposes.

If a special district wants more than what the original allocation provided, it can request "special taxes" but Prop 13 and state law require that special taxes be approved by a two-thirds majority vote. A general obligation bond that raises property taxes also requires two-thirds voter approval.

Special assessments are another way voters can pay for special district services. But unlike special taxes, property owners pay benefit assessments only for the projects or services that directly benefit their property such as sewers, parks and water systems. In such cases, the amount of the assessment must be directly related to the benefit received. Proposition 218 enacted in 1996 required local governments, including special districts, to get weighted ballot approval from property owners before they can levy benefit assessments.

Why do we have Mello-Roos districts and special districts funding our services? Doesn’t that amount to double taxation?
Mello-Roos is just a funding mechanism. You cannot visit or see a Mello-Roos district. Special districts deliver services; Mello-Roos districts do not. California law allows many special districts along with cities and counties and schools to establish Mello-Roos districts to finance public works and public services. Local governments use Mello-Roos solely as a financing tool to provide the essential services their constituents want and need.

Wouldn’t you say special districts are the worst form of fragmented government?
Special districts actually are the best real-world solution to meet the essential public service needs of citizens that are not already being met by cities and counties because of a lack of funding or infrastructure.

There are approximately 2,200 special districts compared to 480 cities and 56 counties. Why so many and why can’t they be consolidated to save taxpayers money?
Numbers are arbitrary. What really matters is the quality of services and how well a special district responds to the customers it serves. Consolidation may work in some cases. In fact, CSDA and special districts are open to reorganization if it is deemed to be cost-effective, lead to increased efficiency and is supported by the constituents they serve.
RESPONSES to tough questions

But when special districts merge into a larger district, they must serve a much larger area. And when that happens, they may become further removed from the neighborhood residents who originally created them. Consolidation, often, may end up costing customers more in the long run. First, costly studies must be conducted to determine if merging is even feasible or acceptable to voters. After that is done, the districts may find that they lack the infrastructure to consolidate it, for instance, existing sewer or water pipes cannot be connected or replaced to cover larger areas.

Aren’t special districts seen as inefficient because of the abundance of services that seem to overlap or are duplicative?
While special districts may dot many local landscapes, they are the closest public agencies to the communities they serve and therefore are able to provide the most expedient and responsive services. Furthermore, because special districts focus on a single function or limited functions, they are able to focus their efforts, which leads to discipline and innovation.

Every county has a Local Agency Formation Commission (LAFCO) that ensures the services provided by special districts and other local agencies do not overlap. LAFCOs also conduct Municipal Service Reviews on special districts every 5 years.

What is ERAF?
ERAF is the Education Revenue Augmentation Fund. During the recession of the early 1990s, the state took property taxes from special districts, cities and counties and shifted them into ERAF to offset its debt and spending obligations. That mandated property tax shift of precious local government revenue continues today despite the fiscal hardships it has caused local governments.

How much has been lost because of ERAF?
Since ERAF began in 1992, the state has shifted over $9 billion in local property tax revenue from special districts. Special districts lost another $500 million in 2012-2013, alone.

Why are multi-county districts exempted from ERAF?
Multi-county districts successfully fought to be exempted from ERAF as they and all local governments rightfully should. The state should not be raiding local governments for money designated and approved by voters for local government purposes. CSDA has joined with the League of California Cities and the California State Association of Counties (CSAC) in the Leave Our Community Assets Local (LOCAL) Coalition to stop further ERAF shifts.

If special districts are hurting for so much funding because of ERAF and Prop 13, why do some have such huge reserves?
Special districts, like cities and counties, need reserves to ensure they can respond to their constituents in the event of emergencies or disasters like flooding and earthquakes. Prudent reserves often are needed to accumulate the capital to pay for large public works projects. In addition, reserves provide a safety cushion in lean years, stabilizing consumers' rates.

CSDA has developed the Special District Reserve Guidelines, a comprehensive guide for accumulation and management of special district reserves. The report sets strict policy procedures and high standards for all independent special district members to follow in handling their fiduciary responsibilities.

Note: The Guidelines are available through CSDA at no cost to members.

What’s to stop some special district administrators from using these reserves for high-priced junkets or for “official meetings” that turn out to be nothing more than free vacations?
Local accountability is key here. As the public agencies that are closest to the people they serve, special districts are directly accountable to their constituents. As such, their leaders will be held to answer to the voters who elected them or elected officials who appointed them for any actions that come into question.

How are special districts scrutinized? Who are they accountable to and how often must they undergo checks and balances?
Special districts are accountable to the voters who elect their boards of directors and the customers who use their services—just like city council members, boards of supervisors, and state and federal legislators. Special districts must submit annual financial reports to the California State Controller and also must follow state laws pertaining to public meetings, bonded debt, record keeping and elections.

As public agencies, special districts must comply with the Brown Act. Meetings must be open and public. Special districts cannot form, their rates cannot increase nor can their governing boards be elected without the consent of a majority of voters in their district.
IN SUMMARY

In summary, being a special district board member/trustee is an important job and one that should be taken seriously. Clearly, the position requires that elected or appointed officials wear numerous hats and be knowledgeable in a wide range of areas. The California Special Districts Association (CSDA) has developed this handbook to provide board members/trustees with some of the core information that is needed to be an effective and productive official within a special district. CSDA encourages officials to do further research, use the resources referenced throughout the handbook, participate in continuing education opportunities and seek the expertise of legal counsel where appropriate.

Most importantly, use CSDA as the first resource on special district issues. We welcome any feedback on this handbook or how CSDA can better serve special districts in California. 877-924-2732.

"The most remarkable thing about our country is that, ordinary citizens control almost every major institution, public and private ... Does this make sense? What it makes is a democracy. We, the people, govern ourselves."

—Henry A. Wallace, Report of President to Congress
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 21, 2013

TO: District Manager

FROM: Administrative Analyst

SUBJECT: Authorization to Publish Request for Proposals for an Independent Contractor to Provide Live-In Park Caretaker Services at Robert P. Strathearn Historical Park

In July 2003, Virginia and Ronn Nelson assumed the role of Live-In Caretakers at Robert P. Strathearn Historical Park. After Virginia’s passing on August 20, 2013, Ronn communicated to staff his intention to terminate his services as Caretaker effective January 4, 2014.

Attached for the Board’s review is a Request for Proposals (RFP) for an independent contractor to provide the Live-In Caretaker services at Strathearn Historical Park. The types of duties required include weeding, watering, pruning, trimming and cultivation of planters; mowing and monitoring irrigation; up-branching trees; filling in rodent holes; caring for the chickens and chicken coop; picking up trash and emptying trash cans; cleaning and stocking the restrooms; sweeping the building porches and dusting for cobwebs; and monitoring the facility's security system, among other duties.

In exchange for being allowed to reside on-site in a rent-free unfurnished two-bedroom, one-bath house with a detached garage, the independent contractor will perform the duties detailed in the RFP. The District will also pay for electricity, gas, water, trash removal, and base rate telephone services for the Caretaker’s Residence.

The attached RFP has been reviewed by the District’s legal counsel. The RFP includes a copy of the District’s Caretaker Agreement, graphics depicting the Caretaker residence and Caretaker areas of responsibility, and specific details regarding the Caretaker duties. Candidates are instructed to submit a cover letter along with their résumé and three (3) letters of recommendation for staff’s review. Qualified candidates will then be selected to participate in an interview process.
The proposed process and timetable for selecting a new Caretaker is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Publish RFP (VC Star/Acorn)</td>
<td>Starting November 24, 2013</td>
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<tr>
<td>Submittal Deadline</td>
<td>December 20, 2013</td>
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<tr>
<td>Preparation of Caretaker Residence</td>
<td>January 6-24, 2014</td>
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<td>Initial Interviews</td>
<td>Week of January 6-10, 2014</td>
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<tr>
<td>Second Interviews</td>
<td>Week of January 13-17, 2014</td>
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<tr>
<td>Recommendation to Board</td>
<td>February 6, 2014</td>
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<tr>
<td>Anticipated Start Date</td>
<td>February 15, 2014</td>
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**Board Action Requested:**

That the Board authorize staff to publish a Request for Proposals for an Independent Contractor to provide Live-In Park Caretaker Services at Robert P. Strathearn Historical Park and proceed with the selection process.

Robin Walker
Administrative Analyst

/rw
Request for Proposals
For an Independent Contractor to Provide
Live-In Park Caretaker Services at
Robert P. Strathearn Historical Park

Rancho Simi Recreation and Park District is seeking an Independent Contractor to provide Live-In Park Caretaker Services at Robert P. Strathearn Historical Park. The Caretaker will be supervised by the District Manager or the District Manager’s designee. In consideration for the provision of specified services, the Independent Contractor will reside on-site in a rent-free unfurnished two-bedroom, one-bath house with a detached garage. The following utilities will be paid by the District: electricity, gas, water, residential trash removal, and base rate telephone services.

The specified services to be performed include providing security at the Historical Park and completing a variety of tasks related to the routine care and maintenance of park grounds, buildings and structures.

EXAMPLE OF DUTIES

1. **Maintenance**
The Caretaker will perform a variety of contractual duties related to the general maintenance of buildings, landscaping and other improvements at Strathearn Historical Park. Duties include landscaping tasks such as weeding, watering, pruning, trimming, cultivation, and mowing; up-branching and minor pruning of trees; addressing rodent issues as they arise; feeding and caring for chickens; and general custodial duties including emptying trash cans, cleaning and stocking restrooms daily, sweeping porches, dusting windowsills, removing cobwebs, and other duties as required.

2. **Security**
The Caretaker shall reside on-site and shall be on the premises daily unless cleared in advance with the District Manager or the District Manager’s designee. Duties include inspecting the park every morning and evening, making sure building security lights are operational, doors and windows are secure, inside lights are turned off, fire and security alarms are set, and security gates are operational.
The Caretaker must be able to follow written and oral instructions and complete work as assigned by the District Manager or the District Manager's designee; must be able to positively interact both orally and in writing with park patrons, District staff, and Simi Valley Historical Society Board, members, and docents; and must have sufficient knowledge of building and landscape maintenance to satisfactorily perform the contracted tasks.

Caretaker duties will require standing or walking approximately 70% of the time or more; frequent bending, some kneeling/squatting; occasional reaching, stretching, climbing stairs or ladders and some work on rough or uneven terrain; occasional lifting up to 60 pounds; and some lifting, pushing, pulling or carrying loads of 40 pounds or less.

All proposed adult occupants of the Caretaker Residence must be willing to be fingerprinted and undergo a background check as contractors of the District with on-site interactions with the public. The Caretaker must have a valid California Driver’s License.

The District’s standard Caretaker Agreement and attachments including a Graphic Depiction of the Caretaker Residence, Caretaker Work Assignments, and Appliance and Equipment Inventory are attached.

**SUBMITTAL PROCESS**

Submit a packet which includes the following items:
- Cover Letter
- Résumé
- Three (3) Letters of Recommendation
- Identify All Proposed Occupants of the Caretaker Residence

Due Date:    By 5:00 p.m. on Friday, December 6, 2013
Attention:    Robin Walker
              Rancho Simi Recreation and Park District
              1692 Sycamore Drive
              Simi Valley, CA 93065

Qualified candidates will be invited to participate in the interview and selection process. If you have any questions, please feel free to call me at (805) 584-4451.

Sincerely,

Robin Walker
Administrative Analyst
RANCHO SIMI RECREATION AND PARK DISTRICT
CARETAKER RENTAL AGREEMENT
ROBERT P. STRATHEARN HISTORICAL PARK

This Agreement is entered into effective ____________, by and between the Rancho Simi Recreation and Park District, hereinafter referred to as "District," and ________________, hereinafter referred to as "Tenant."

The parties hereby agree as follows:

1. Premises: District hereby rents to Tenant, and Tenant rents from District that real property identified as the Caretaker Residence at the Robert P. Strathearn Historical Park ("Strathearn Historical Park"), 137 Strathearn Place, Simi Valley, California, which property is more specifically illustrated and identified in Exhibits "A" and "A-1" which are attached hereto and by this reference incorporated herein. The real property described herein shall hereinafter be referred to as the "Premises."

2. Term: The Premises is rented to Tenant for residential purposes only commencing the effective date of this Agreement and terminating on [insert agreement timeframe for up to three (3) years]. The Agreement may be extended by District at its sole discretion if District believes it is clearly in the District’s best interest.

3. Termination: The tenancy provided for herein may be terminated at any time by either District or Tenant by giving to the other party at least sixty (60) days’ prior written notice. This Agreement will also be terminated if any of the following events occurs:

   a. If District determines that Tenant has exhibited gross malfeasance, gross negligence, or criminal conduct in his dealings with District or in his dealings with others outside the District, this Agreement shall be terminated immediately, and Tenant shall surrender possession of the Premises to District within ten (10) days following such determination and notice of that determination to Tenant.

   b. If Tenant breaches any of the provisions of this Agreement, District may, in its sole discretion, terminate this Agreement, and in such event, Tenant shall surrender possession of the Premises to District within a period of ten (10) days following such determination and notice to Tenant of said determination.
4. Purpose: District has determined that it is in the best interests of District to have Tenant occupy and manage the Premises for the purpose of promoting public safety, property protection, and to perform the duties set forth in Paragraph 5 of this Agreement. The public services provided by Tenant to District shall be performed in lieu of payment of rent for use of the Premises. Failure to perform the services identified by Paragraph 5 below in a satisfactory manner, as determined by the District Manager or the District Manager's designee, shall constitute a breach of this Agreement and be the basis for termination of this Agreement pursuant to Paragraph 3 above. If District elects to terminate this Agreement because of failure of Tenant to perform the duties identified in Paragraph 5 below, Tenant shall vacate the Premises within ten (10) days following District's determination that said services have not been performed satisfactorily and the giving of notice to Tenant.

5. Duties and Responsibilities of Tenant: Tenant (and no other person without written approval from either the District Manager or the District Manager's designee in advance) shall be responsible for the timely completion of the duties and responsibilities listed in Exhibits "B," "B-1" and "B-2" which are attached hereto and by this reference incorporated herein. In the performance of these duties, Tenant shall serve as an independent contractor for the District such that the duties being performed are deemed to be valuable consideration for the Premises being provided as Tenant's residence at no monetary cost. These duties and responsibilities may be evaluated and revised as deemed necessary by the District Manager or the District Manager's designee during the term of this Agreement. At all times, Tenant shall serve as an independent contractor of District and, other than the review and potential revision of responsibilities and the penalty for non-performance set forth in Paragraph 4 of this Agreement, District shall not have supervisory authority over the performance of the duties and responsibilities referenced herein.

6. Holdover Rent: In the event this Agreement is terminated for any reason and Tenant remains in possession following the date on which the Premises are to be vacated, Tenant shall pay to District the sum of $1,500.00 per month until such date as the Premises are actually vacated as the reasonable rental rate for the Premises.

7. Utilities: District shall provide electricity, gas, water, residential trash removal, and base rate telephone services for the Premises during the term of this Agreement. Tenant shall pay for telephone services beyond the base rate (including additional telephone lines), television service, and Internet service.

8. Personal Property: District will not be responsible for loss of or damage to, personal property, equipment, or materials of Tenant. Immediately upon discovery, Tenant shall report to District all loss of, or damage to, his/her own personal property, equipment, or materials, and all
property, real and personal, of District. In the event Tenant desires to maintain protection against loss of, or damage to, his/her personal property, Tenant shall carry his/her own Renter's Insurance to protect himself/herself from any such loss.

9. Appliances and Equipment: The appliances and equipment listed on Exhibit "C," which is attached hereto and by this reference incorporated herein, are the property of District and shall remain with the Premises at such time as Tenant vacates the Premises.

10. Tenancy Subject to Easements: This Agreement and the occupancy of the Premises by Tenant are subject to all existing easements and rights of way affecting the Premises and Strathearn Historical Park. District further reserves the right to grant additional easements and rights of way as may be necessary or desirable, and Tenant hereby consents to the granting of such easements and rights of way upon notice from District. In the event Tenant sustains damages by reason of use of such easements and rights of way, Tenant shall seek reimbursement for any damages he may sustain from the persons or entities using the easement or right of way and not from District. Tenant agrees not to interfere with the interests of any persons or entities which may presently, or in the future, hold easements or rights of way or hold oil, gas, or other mineral rights upon or under said Premises.

11. Discrimination: Tenant will not in the course of performing his/her duties under Paragraph 5 of this Agreement discriminate against any employee of District, any user or, or any visitor to Strathearn Historical Park or to the Premises because of that person's race, color, religion, ancestry, national origin, sex, age, or physical handicap.

12. Waste and Nuisance: Tenant shall not commit, suffer to be committed, or permit any waste or nuisance on said Premises or any acts to be done thereon in violation of any municipal, state, or federal laws or ordinances. Tenant shall permit District, or its agents, to enter the Premises at any reasonable time to inspect the same.

13. Taxes Levied On Tenant: The Tenant shall pay all lawful taxes, assessments, or charges which at any time may be levied upon his interests under this Agreement except as set forth in this Paragraph 13. It is understood that this Agreement may create a possessory interest subject to property taxation, and that Tenant may be subject to the payment of property taxes levied on such interest. In the event possessory interest taxes are due, District will pay the possessory interest taxes on behalf of Tenant. Tenant shall provide the possessory interest tax invoice to District in a timely manner so that the invoice may be paid by District prior to its due date.
14. Notice: All notices given by either party to the other shall be deemed to have been
given when made in writing and deposited in the United States Mail with prepaid postage, and
addressed to the other party at the address set forth under its signature to this Agreement. Notice
may also be given by personal service of such notice on the other party. Either party may change
its address for the receipt of notice by giving written notice thereof to the other party.

15. Assignment: Tenant understands and acknowledges that he/she has been selected
by and through a Request for Proposals process to serve as an independent contractor to District
in the performance of the duties set forth in this Agreement and that Tenant’s particular
background, skills, and references were the basis for Tenant’s selection from that Request for
Proposals process. Tenant agrees that he/she shall not assign this Agreement or any rights or
obligations under this Agreement. Further, Tenant shall not sublet the Premises, or any portion
of the Premises. The Premises may only be occupied by the following persons: _________________________________. The Premises shall not be occupied by any other persons
for more than fourteen (14) days unless the District Manager or District Manager’s designee has
specifically agreed in writing to the occupancy of the Premises by those other persons.

16. Maintenance of Premises: Tenant shall maintain the Premises in a condition of good
repair and habitable condition at his own expense. This obligation shall include keeping the
Premises in a neat, clean, and orderly condition at all times. The District may, upon the giving of
twenty-four (24) hours prior notice, make inspections of the Premises to determine the condition
of the Premises. Upon the termination of this Agreement, Tenant shall surrender possession of
said Premises and the appurtenances to District in good order and condition, equivalent to the
condition existing at the commencement of this Agreement, except for reasonable wear and tear
and damage by the elements, acts of God and circumstances over which Tenant, his employees,
guests, or invitees, had no control.

17. Pets: The keeping of dogs and cats or any other pets on the Premises is strictly
prohibited without the prior written approval of District.

18. Parking and Storage: Tenant is limited to parking of two vehicle(s) on the Premises
at any time. The storage of recreational vehicles, campers, trailers, boats, and other similar
vehicles and items on the Premises is strictly prohibited. Tenant shall store on the property only
personal property owned by Tenant, and he shall not store property that is claimed by another, or
in which any other has any right, title, or interest. Tenant shall not store on the Premises any
improperly packaged food or perishable goods, flammable materials, explosives, or other
inherently dangerous materials. Finally, Tenant shall not store on the Premises any hazardous
materials, other than those which are manufactured for and commonly used for residential purposes.

19. Keys and Locks: District shall provide Tenant with keys to all doors and locks to Strathearn Historical Park and the Premises at the commencement of this Agreement. Tenant shall not change said locks without the consent of District. If additional locks are placed on doors, gates, or storage facilities of Strathearn Historical Park or the Premises, Tenant shall provide District with keys to all such locks.

20. Alterations: Tenant shall not make any alterations in or about the Premises without District's prior written consent, including, but not limited to, painting, wallpapering, adding or changing locks, installing antennae or satellite dishes, placing signs, displays or exhibits. Tenant shall not plant any plants, or hang or paint any signs on the Premises without the written consent of District.

21. Liability: This Agreement is made upon the express condition that District, its officers, agents, and employees shall be free from all liability and claims for damages resulting from the negligence, misconduct, or criminal conduct of Tenant and his invitees by reason of any injury to person or persons, including Tenant, or to property of any kind whatsoever and to whomsoever belonging, including Tenant. Tenant agrees to defend, indemnify, and save harmless District, its officers, agents, and employees from all liability, loss, cost, or obligation on account of or arising out of any such injury or loss, however occurring.

22. Vacating of Premises: If Tenant abandons, vacates, or surrenders the Premises, or if his tenancy is terminated as provided in this Agreement or by the process of law, all personal property belonging to Tenant which is left on the Premises shall be deemed to be abandoned at the option of District. All such personal property determined to be abandoned may be sold or otherwise disposed of by District without liability or obligation to Tenant. The failure by Tenant to occupy the Premises for a period of thirty (30) days or longer shall constitute an abandonment of the Premises by Tenant.

23. Nature of Agreement: The tenancy provided for in this Agreement is of a temporary nature, and the parties to this Agreement agree that no relocation benefits from District or any other governmental or public agency will be sought or provided in any form as a consequence of this tenancy or the termination of this tenancy.

24. Attorney Fees and Costs: Tenant shall pay to District all costs and expenses, including reasonable attorney fees, in any action brought by District for enforcement of any of the
terms or conditions contained in this Agreement, or to recover possession of said Premises, whether or not such action proceeds to judgment.

25. Immediate Right of Entry: In addition to any other rights or remedies District may have, in the event of any breach of this Agreement by Tenant, District shall have the immediate right of reentry, and it may take possession of the Premises and remove all persons and property therefrom.

26. Use of Robert P. Strathearn Historical Park: The Premises occupied under this Agreement is part of a park and recreational facility commonly known as Robert P. Strathearn Historical Park, which was acquired by District for appropriate public use. Tenant shall promote the public use of the park and recreational facilities, and shall not interfere with any permitted activities on District's property.

27. Waiver: District's waiver of any breach or failure of performance on the part of Tenant shall not be construed as a continuing waiver of the same or any subsequent breach or failure of performance.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereon ________________ 2013.

By: ___________________________ Tenant
Name
ADDRESS: Robert P. Strathearn Historical Park
137 Strathearn Place, Simi Valley, CA 93065

RANCHO SIMI RECREATION AND PARK DISTRICT

By: ___________________________
Larry Peterson, General Manager
ADDRESS: 1692 Sycamore Drive
Simi Valley, CA 93065

Agreement approved as to form:

______________________________
Brian Pierik, Legal Counsel
Exhibit "A"

Caretakers Premises
EXHIBIT "B"

CARETAKER WORK ASSIGNMENTS
Exhibit B
Robert P. Strathearn Historical Park and Museum
Caretaker Duties and Maintenance Responsibilities

1. Mowing and Turf Maintenance:

   A. The Caretaker will be responsible to mow, edge, weed whip, blow down, pick up and dispose of all grass cuttings on a weekly basis from the following areas (see Exhibit “B-1”):
      1. Church Quad Area
      2. In Front of Strathearn House
      3. Around the Caretakers Residence

   B. The Caretaker will also be responsible to “Detail” all turf areas within the area of the Caretaker’s landscape maintenance responsibility (see Exhibit “B-2”) on a weekly basis on the same day that the mowing crew cuts the other lawn areas. “Detail” includes, but is not limited to: edging, weed whipping, blowing down, picking up and disposing of all grass cuttings.

2. Landscape Planter Beds and Grounds Maintenance:

   A. The Caretaker will be responsible for the care and maintenance of all landscaping and landscape planter beds within the area of the Caretaker’s landscape maintenance responsibility as graphically depicted on Exhibit “B-2”. The care and maintenance of these areas includes but is not limited to watering, weeding, pruning, trimming, cleaning and cultivating.

   B. The acceptable quality of maintenance for this portion of the work shall be determined by the Park District’s Senior Grounds Maintenance Supervisor.

   C. The Caretaker will be responsible to monitor and periodically clean and fill the fountains located in the front and rear of the St. Rose of Lima Church. Any malfunctioning fountain pumps or electrical power connections must be reported to the Park District’s Senior Grounds Maintenance Supervisor.

   D. It is estimated that eight (8) hours of landscape planter bed and grounds maintenance work will be required by the Caretaker on a weekly basis to fulfill this requirement.

3. Trees Maintenance:

   A. The Caretaker will be responsible to trim, prune, up-branch to a height of 7'-0", and remove sucker growth for all trees on an as needed basis within the area of the Caretaker’s landscape maintenance responsibility (Exhibit “B-2”).

Caretaker Duties (Revised 10/29/13)
Page 1 of 3
B. Tree maintenance over the height of 7'-0" or that requires the removal of large branches will be performed by Park District maintenance staff.

4. Irrigation System Repairs and Monitoring:

A. The Caretaker will be responsible to monitor and report any deficiencies in the park site’s irrigation system to the Park District’s Senior Grounds Maintenance Supervisor. Deficiencies include: flooding, out-of-adjustment sprinkler heads, broken sprinklers, irrigation lines and heads, inoperable valves, and insufficient coverage (dry spots) in turf and planter areas. The Caretaker will not responsible to perform any irrigation changes or repairs.

B. The Caretaker will be required to turn off irrigation stations prior to permitted events and in emergency situations.

5. Rodent Activity:

A. The Caretaker will be responsible to fill in all rodent holes as they occur within the area of the Caretaker’s landscape maintenance responsibility as graphically depicted on Exhibit “B-2”.

B. The Caretaker will be responsible to report any rodent activity to the Park District’s Senior Grounds Maintenance Supervisor.

6. Litter and Trash Can Maintenance:

A. The Caretaker will be responsible to pick-up all litter and debris on a daily basis within the boundary of Strathearn Historical Park, including the Strathearn Place Cul-De-Sac, Parking Lot, and along Tierra Rejada Road.

B. All trash cans shall be emptied and relined on an as-needed basis or when the trash can becomes 1/3 full.

C. During permitted events, the Caretaker will be responsible to monitor and maintained additional trash cans placed at the park site by the Park District.

7. Park Signs and Interpretive Exhibits:

A. The Caretaker will be responsible to clean all park signs with soap and water as needed or as directed by the Park District Senior Grounds Maintenance Supervisor.

8. Chicken Care and Maintenance:

A. The Caretaker will be responsible to feed, water and collect eggs on a daily basis.
B. The Caretaker will be required to clean out the nesting boxes, chicken coop, and add additional pine shavings on an as-needed basis or as directed by the Park District’s Senior Grounds Maintenance Supervisor.

9. Restroom Maintenance:

A. The Caretaker will be responsible to clean, sanitize and stock the Park’s restroom on a daily basis or as required by the Park District’s Senior Building Maintenance Supervisor.

B. Stocking includes: monitoring and filling of toilet paper, paper towels, and soap dispensers.

C. During permitted or special events or periods of increased park activity, the Caretaker will be required to clean and restock the restrooms twice a day or as needed.

10. Building Maintenance:

A. The Caretaker will be responsible to clean and sweep all porches, patios, access ramps, windowsills, overhead structures and the gazebo on an as-needed basis or as directed by the Park District’s Senior Building Maintenance Supervisor.

B. The Caretaker will be responsible to monitor and report any deficiencies in the park site’s buildings or structures to the Park District’s Senior Building Maintenance Supervisor. Deficiencies include: broken water lines, sewer issues, broken window and doors, electrical problems, graffiti, structural damage, et cetera. The Caretaker will not be responsible for performing any building or structural repairs.

11. Site Security and Alarm System Monitoring:

A. The Caretaker will be responsible to activate and deactivate the park site’s fire and security alarm system on a daily basis.

B. The Caretaker will be responsible to monitor and turn off all lights inside and outside of the building that are not required for security lighting on a daily basis.

C. The Caretaker will be responsible to check and secure all doors, windows and access gates throughout the entire park site prior to the nightly activation of the fire and security alarm system.

D. The Caretaker will be responsible to monitor building security lights and notify the Park District’s Senior Building Maintenance Supervisor of burned out, broken or inoperable fixtures.

E. The Caretaker must notify the Park District’s Building Maintenance Supervisor of any complication with the park site’s fire and security alarm system.

Caretaker Duties (Revised 10/29/13)
Areas of Caretakers Mowing Responsibility:

A. Church Quad Area
B. In Front of Strathearn House
C. Around Caretakers Residence
EXHIBIT “C”

APPLIANCE AND EQUIPMENT INVENTORY
EXHIBIT C
Robert P. Strathearn Historical Park and Museum
Inventory

[DRAFT - TO BE FINALIZED PRIOR TO SIGNING AGREEMENT]

1. Appliances:
   A. Stove
   B. Wall Air Conditioner

2. Power Tools:
   A. John Deere Gator #12
   B. Push Mower #411
   C. Blower #235
   D. Weed Whip #101
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 21, 2013

TO: General Manager

FROM: Director of Planning/Acting Director of Maintenance

SUBJECT: Approval of Award of Contract for Tree Pruning Services at Various District Parks

Background and Overview:

At its meeting of October 17, 2013, the District’s Board of Directors authorized Staff to solicit bids for the annual pruning of trees throughout the park system. In total, 717 trees are scheduled for trimming. This includes 520 trees located within our parks and open space areas and 137 trees at Simi Hills Golf Course. In addition, a Bid Alternate to trim an additional 60 trees along the Arroyo Simi was included in the bid packet.

A Notice Inviting Bids was published in the Ventura County Star on October 20, 2013. Twenty-four contractors received bid packages for the project.

On November 12, 2013, sealed, written bids were received from the following contractors:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Bid Alternate (Arroyo Simi)</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stay Green, Inc., Santa Clarita, CA</td>
<td>$ 58,862.00</td>
<td>$ 5,700.00</td>
<td>$ 64,562.00</td>
</tr>
<tr>
<td>Greene Tree Care, Camarillo, CA</td>
<td>$ 72,540.00</td>
<td>$ 6,000.00</td>
<td>$ 78,540.00</td>
</tr>
<tr>
<td>West Coast Arborists, Anaheim, CA</td>
<td>$ 88,020.00</td>
<td>$ 9,300.00</td>
<td>$ 97,320.00</td>
</tr>
<tr>
<td>Andre Landscape Service, Inc., Azusa, CA</td>
<td>$ 88,275.00</td>
<td>$10,000.00</td>
<td>$ 98,275.00</td>
</tr>
<tr>
<td>Tip Top Arborists, Lancaster, CA</td>
<td>$246,696.00</td>
<td>$39,900.00</td>
<td>$ 286,596.00</td>
</tr>
</tbody>
</table>
In reviewing the low bidder’s proposal (Stay Green, Inc.), staff discovered one minor arithmetic error which does not affect their base bid or bid alternate prices. Staff is recommending that the Board waive this minor inadvertent clerical error in Stay Green’s proposal and award the contract to Stay Green, Inc. in the amount of $64,562.00, which includes the bid alternate of 60 trees along the Arroyo Simi. Stay Green was awarded and successfully completed the District’s tree pruning contracts in FY 07-08, FY 11-12, and FY 12-13.

**Fiscal Impact:**

Adequate funds are included in the Preliminary Park District Operating and Capital Improvement Budget for FY 2013-14 to cover all tree trimming expenses from the following accounts:

a. Simi Valley General Fund (Fund 10) for Grounds Maintenance Contract Services in the amount of $50,000.00.

b. Oak Park Special Zone Tax Fund (Fund 70) for Grounds Maintenance Contract Services in the amount of $13,000.00.

c. Simi Hills Golf Course Enterprise Fund (Fund 80) for Grounds Maintenance Contract Services in the amount of $17,000.00.

**Board Action Requested:**

That the Board:

1. Waive the minor inadvertent clerical error in the proposal submitted by Stay Green, Inc.

2. Award a contract for Tree Pruning Services at Various District Parks to Stay Green, Inc. in the amount of $64,562.00.

3. Authorize the General Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed **10 percent (10%)** of the contract award or $6,456.00 for any additional tree pruning as recommended by District staff.

Wayne Nakaoka  
Director of Planning/Acting Director of Maintenance  

WN:bjm
Agreement with Stay Green, Inc.

for Tree Pruning Services at

Various District Parks
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT
PROJECT: TREE PRUNING SERVICES AT VARIOUS DISTRICT PARKS
SPECIFIC LOCATIONS WITHIN SIMI VALLEY AND OAK PARK, VENTURA
COUNTY, CALIFORNIA

THIS AGREEMENT "Agreement" is made and entered into this ___ day of
____________________, 2013 by and between the RANCHO SIMI RECREATION AND
PARK DISTRICT, a public body corporate and politic, located in the County of Ventura, State of
California, hereinafter called DISTRICT, and STAY GREEN, INC., a California corporation,
located at 28415 Summit Circle, Santa Clarita, CA 91350, hereinafter called CONTRACTOR,
collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or
before 2:00 P.M. on November 12, 2013, for the following:

Tree Pruning Services at Various District Parks Project

in the City of Simi Valley, California and portions of unincorporated Ventura County, including
the community of Oak Park, California, hereinafter called PROJECT.

At the hour of 2:00 P.M. on said date, in the DISTRICT offices, said bids were duly opened.

At its regular meeting held on November 21, 2013, the DISTRICT Board of Directors duly
accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid
received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and
agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids,
Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions,
Plans, CONTRACTOR’s Proposal, all referenced specifications, details, standard drawings, and
appendices, together with this contract and all required bonds, insurance certificates, permits,
notices and affidavits, and also including any and all addenda or supplemental agreements
clarifying, amending, or extending the work contemplated as may be required to insure its
completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the
Standard Specification for Public Works Construction ("Green Book") currently in effect on the
execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.

All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of Sixty-Four Thousand, Five Hundred Sixty-Two and No/100 Dollars ($64,562.00) based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain ten percent (10%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.
Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within thirty (30) consecutive calendar days, weather permitting, after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.
ARTICLE VIII

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by DISTRICT or the
deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE: CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations
hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than ONE MILLION DOLLARS ($1,000,000), in which case the aggregate may be ONE MILLION DOLLARS ($1,000,000);

(2) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) NOTICE TO COMMENCE WORK - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

ARTICLE XII

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the
damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of ONE HUNDRED DOLLARS ($100.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of ONE HUNDRED DOLLARS ($100.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

ARTICLE XIII

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT's General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the General Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article XIII hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

SIGNATURES ON FOLLOWING PAGE
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the
______ day of ________________, 2013, by their respective officers duly authorized in
that behalf.

ATTEST:

________________________
Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK
DISTRICT:

________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

________________________
Brian A. Pierik, District Counsel

STAY GREEN, INC., a California
Corporation

________________________
President

________________________
Secretary
Exhibit “A”

Contractor’s Bid Schedule
PROPOSAL

PROJECT: Tree Pruning Services at Various District Parks

PROJECT NO.: 2013-9

LOCATION: Specific Locations Per Attached Bid Specifications and Bid List, within Simi Valley and Oak Park, California

BIDDER: Stay Green Inc.

BID OPENING DATE: November 12, 2013

TIME: 2:00 P.M.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Gentlemen:

In accordance with the advertised “Notice Inviting Bids” requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Tree Pruning Services at Various District Parks
Simi Valley and Oak Park, California

and after having carefully examined the location of the proposed work, Project Manual (Specifications), and Contract Document Forms for the same and read the accompanying Proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District, hereinafter referred to as “Park District”.

All work is to be coordinated with District staff, and care shall be taken not to damage turf, sprinklers and related park facilities.

In submitting this Proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Performance and Payment Bonds, if requested and directed by the Park District.

Bid Proposal 00401-1

BIDDER'S INITIALS 561
3. Within fifteen (15) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement, weather permitting.

**BASE BID**

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformity with the Project Manual, including specifications, and addenda, and other Contract Documents, for the lump sum price of:

Fifty-Eight thousand, eight hundred and sixty-two dollars and zero cents.

\( \$ 58,862.00 \)

**ADDITIVE BID ALTERNATE**

The District may elect to increase the Project’s Scope-of-Work through the following Bid Alternate. Bidders are hereby advised to carefully examine the Bid Alternate to incorporate only those items specifically identified in the Project Manual, including Specifications, Addenda’s, and other Contract documents.

**Additive Bid Alternate No. 1 – Arroyo Simi Bike Trail**

Provide all labor and materials necessary to trim 60 trees as determined by the Park District, along the Arroyo Simi Bike Trail, for the lump sum price of:

Five thousand, seven hundred dollars and zero cents.

\( \$ 5,700.00 \)

**UNIT PRICES**

All bidders are required by the Park District to submit itemized unit prices for the base bid and additive bid alternate at the time of the bid opening. This format, including all itemized unit prices, may be used as a basis for Contractor’s payments.

The Contractor agrees that for requested and/or required changes in the Scope of Work, the Contract sum shall be adjusted in accordance with the following unit prices, where the Park District elects to use this method in determining costs.
Contractor is advised that the unit prices will enter into the determination of the lowest responsible/responsive bidder. Unreasonable prices may result in rejection of the entire bid proposal.

All unit prices shall include all labor, materials, taxes, and incidentals necessary to complete the item.

Bidders are advised that the total sum of all of the unit prices should equal the lump sum total for the base bid.
**UNIT PRICES**

**ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tr>
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<tr>
<td>Knolls Park</td>
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<td>Sycamore Drive Community Center</td>
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**Subtotal: East Simi Valley Locations** 210 $18,055.00

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Bid Proposal 00401-4  
BIDDER'S INITIALS: [Signature]
## Unit Prices

All work to be performed per attached specifications

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<th>Unit</th>
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Subtotal: West Simi Valley Locations 210 $15,391.00

Total Simi Valley Locations - East and West 420 $33,441.00

Bid Proposal 00401-5

Bidder's Initials S61
# UNIT PRICES
ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

<table>
<thead>
<tr>
<th>Location</th>
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<th>Prune Code</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
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<tr>
<td>Medea Creek - Calle Rio</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL OAK PARK LOCATIONS**  
100  
$9,700.00
# UNIT PRICES

ALL WORK TO BE PERFORMED PER ATTACHED SPECIFICATIONS

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SIMI HILLS GOLF COURSE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5031 Alamo Street</td>
<td>Sycamore</td>
<td>B</td>
<td>35</td>
<td>$98.00</td>
<td>$3,470.00</td>
</tr>
<tr>
<td>Simi Valley, CA 93063</td>
<td>California Pepper</td>
<td>B</td>
<td>26</td>
<td>$90.00</td>
<td>$2,340.00</td>
</tr>
<tr>
<td></td>
<td>White Alder</td>
<td>F</td>
<td>10</td>
<td>$200.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Shamel Ash</td>
<td>B</td>
<td>22</td>
<td>$98.00</td>
<td>$2,156.00</td>
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<tr>
<td></td>
<td>Eucalyptus</td>
<td>B</td>
<td>15</td>
<td>$90.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td></td>
<td>Deodora Cedar</td>
<td>B</td>
<td>2</td>
<td>$90.00</td>
<td>$180.00</td>
</tr>
<tr>
<td></td>
<td>Palm</td>
<td>B</td>
<td>8</td>
<td>$90.00</td>
<td>$720.00</td>
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<tr>
<td></td>
<td>Pine</td>
<td>B</td>
<td>4</td>
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<td>$480.00</td>
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<td></td>
<td>Eucalyptus</td>
<td>F</td>
<td>2</td>
<td>$450.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>Slope Areas of Golf Course</td>
<td>California Pepper</td>
<td>F</td>
<td>2</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>California Pepper</td>
<td>B</td>
<td>8</td>
<td>$100.00</td>
<td>$800.00</td>
</tr>
<tr>
<td></td>
<td>Eucalyptus</td>
<td>B</td>
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<td>$300.00</td>
</tr>
</tbody>
</table>

**TOTAL SIMI HILLS GOLF COURSE LOCATIONS** 137

$15,636.00

**GRAND TOTAL: ALL LOCATIONS** 657

$58,813.00

---

Bid Proposal 00401-7

BIDDER'S INITIALS 667
# Additive Bid Alternate No. 1 - Arroyo Simi Bike Trail

## Unit Prices

All work to be performed per attached specifications.

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Prune Code</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Arroyo Simi Bike Trail Locations:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various Locations Along Bike Trail</td>
<td>Sycamore</td>
<td>B</td>
<td>20</td>
<td>$95.00</td>
<td>$1,900.00</td>
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<tr>
<td></td>
<td>California Pepper</td>
<td>B</td>
<td>20</td>
<td>$95.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td></td>
<td>Pine</td>
<td>B</td>
<td>20</td>
<td>$95.00</td>
<td>$1,900.00</td>
</tr>
</tbody>
</table>

**Total Arroyo Simi Bike Trail Locations**

60

$3,400.00

*If Additive Bid Alternate No. 1 is included as part of the Agreement, Rancho Simi Recreation and Park District reserves the right to include all 60 trees along the Arroyo Simi Bike Trail, or a portion thereof as determined by the Park District.*
AWARD OR REJECTION OF BIDS

The Park District reserves the right to reject any and all bids, any item or items, and to consider the relative merits of the respective apparatus or equipment and construction work submitted and to be the sole judge of any such relative merits; and said Park District will award the Contract or order for providing said apparatus or equipment and construction work to the lowest responsible bidder on the apparatus or equipment and construction work best suited to the needs and as determined by said District.

The District reserves the right to award this Contract to a bidder, or bidders, other than the lowest bidder, when the Board of Directors determine that such action would be in the best interest of the District.

Normally an award shall be made to a bidder who is not the lowest bidder only when there are unique circumstances applicable to the procurement or construction.

Unique circumstances include, but are not limited to, the following:

1. When the specifications indicate that the time for completion will be given special consideration in awarding the Contract and the bids reflect different time for completion, OR

2. When the bidder's financial and business standing and ability property and expeditiously to perform the contract makes that bidder a better choice, OR,

3. When the bids given for the basic work and various bid alternatives for which the District wishes to contract make a given bid more advantageous to the District than others.

4. In addition to the aforementioned, the Park District reserves the right to make an Award of Contract for this project in an amount equal to, or less than the Base Bid Proposal price. Reductions to each Bidder's Base Bid Proposal and corresponding Scope-of-Work will be made in conformance with each Bidder's Itemized Unit Prices for each individual park site. This reduction in Scope-of-Work, and resulting reduction in the aggregate sum of each Bidder's Base Bid Proposal, may influence the final outcome in the Park District's determination as to the project's lowest responsible/responsive bidder.

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid Landscape (C-27) Contractor's License and/or a Tree Service (D-49) Contractor's License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code of the State of California. In addition, the undersigned hereby agrees to provide a California Certified Arborist to provide on-site supervision at all times during the course of the work.

Bid Proposal 00401-9

BIDDER'S INITIALS [Signature]
INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and the District from claims for damages and from personal injury, including death, which may arise from operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $1,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contractor and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy.

Workmen's Compensation coverage as required and described by the State of California.

If required, the awarded contractor shall provide the City of Simi Valley, and Ventura County Watershed Protection District with a Certificate of Insurance in conformance with their policy and procedures for all work performed within their property and/or right-of-way. These certificates are in addition to the Park District's Certificate of Insurance requirements and neither certificate is interchangeable between public agencies. Both Certificates of Insurance must be issued/posted prior to the start of construction.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% of the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of
California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Contractor will be required to obtain and pay for an “Encroachment Permit” from the City of Simi Valley Department of Public Works for temporary lane closures and work within the public right-of-way. All necessary incidentals (traffic diversion plans, insurance certificates, securities, etc.), necessary to obtain the permits shall be provided by the Contractor as part of the base bid proposal. A copy of the “Encroachment Permit” must be provided to the Park District.

The Contractor shall obtain and pay for all other permits relating to City and County agencies, including business tax, haul and dump permits as required.

PREVAILING WAGE RATES

The General Manager of the Rancho Simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.

VISITING THE SITE

The undersigned has thoroughly examined the Project Manual (Specifications), Addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all conditions thereof.

CONTRACT DOCUMENTS

A sample of the Agreement proposed to be entered into between the Park District and the undersigned is attached herewith and made a part of these Specifications.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act or forbearance by the Park District or
extension by it of the time for the performance of any of the terms of this Contract, and no delay or failure on the part of the Park District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the rights or powers herein conferred upon the Park District.

Delays and Extension of Time:

A. If the work shall be delayed at any time by reason of a suspension ordered by the Park District or because of any other act or neglect of Park District or its officers or employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors, or if the work should be delayed without the fault or negligence of the Contractor, or for any other reason which in the opinion of the Park District is proper justification for such delay, then the Contractor shall be entitled to an extension of time equivalent to the time actually lost by such delay.

B. In order to secure such an extension of time, the Contractor shall file a written request with the Park District for extension of time within seven (7) days of the beginning of each delay, and failure to do so shall constitute a waiver thereof, except that in case of a continuing cause of delay, only one claim shall be necessary.

C. A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the Park District for additional compensation. The Contractor shall be deemed to have waived any and all rights to claim additional compensation unless, at the time of filing a request for an extension of time, he shall likewise file a claim for additional compensation on account of such delay. Additional compensation to the Contractor because of delay in the work shall be considered only if such delay is the result of a suspension ordered by the Park District or because of any other acts or neglect of the Park District or its officers or its employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors.

D. This article does not exclude the recovery of damage for delay by either party under other provisions of the Contract Documents.

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS:

See Subcontractors List Document 00430.

ADDENDA

This bid includes ADDENDUM NO.________________________ Dated:________________________

________________________ Dated:________________________

Bid Proposal 00401-12

BIDDER'S INITIALS JDB
ASSIGNMENT

This Contract shall not be assigned by the Contractor.

AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal, not made in collusion, or in the interest of any other person/firm other than represented by the undersigned.

NAME OF BIDDER stay green inc.

BY Richard Angelo

TITLE Executive Chairman/Founder

ADDRESS 20415 Summit Circle

Santa Clarita, CA 91350

PHONE (661) 291-8500

CONTRACTOR'S LICENSE NO. 3401P20

EXPIRATION DATE 12/31/14

PRIMARY CLASS C27

SECONDARY CLASS C101 / 049

DATE 11/8/2013

NOTE: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one - ( ) Owner
( ) Partnership
( ) Company
( X ) Corporation
( ) Other
**SUBCONTRACTORS LIST**

**TO:** RANCHO SIMI RECREATION AND PARK DISTRICT
dereinafter called "District"

**BY:** Stay Green Inc.
dereinafter called "Bidder"

**PROJECT:** Tree Pruning Services at Various District Parks
Simi Valley and Oak Park, California.

In accordance with Article 17 of Instructions to Bidders, for portions of the Work equaling or exceeding 1/2 of percent of the total proposed Contract Sum, the undersigned proposes to use the following sub-contractors. Except as otherwise approved by the District, the undersigned proposes to perform all other portions of the Work with his own forces.

<table>
<thead>
<tr>
<th>NO.</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>NO SUBCONTRACTORS WILL BE USED (LS)</td>
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</tr>
</tbody>
</table>

*THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.*

Provide signature identical to that shown on the Bid Form:

**BIDDER:** Stay Green Inc.  
**DATE:** 11/12/13

END OF DOCUMENT
SECRETARY OF STATE

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of AUG 16 1999

Bill Jones
Secretary of State
ARTICLES OF INCORPORATION
OF
STAY-GREEN INC.

The name of the corporation is:
STAY-GREEN INC.

The corporation's purposes are:
(a) Primarily to engage in the business of GARDENING, LANDSCAPING & PEST CONTROL.
(b) Generally to engage in the business of GENERAL SERVICES.
(c) To engage in any business of transaction, whether related or unrelated to those described in Paragraphs (a) and (b) above, which may at any time be authorized or approved by the Board of Directors of this corporation.
(d) To act as principal, agent, partner, joint venturer, or in any other legal capacity in any transaction.
(e) To transact business anywhere in the world.

The above statement of purposes shall be considered a statement of both purposes and powers, and the provisions of each paragraph shall not be limited by reference to or inference from one another, but each shall be considered as separate statements conferring independent purposes and powers upon the corporation.

The principal office of the corporation is at the following address:

The principal office of the corporation is located in the County of LOS ANGELES.

The number of directors of the corporation is ONE (1), provided that the number of such directors may at any time be changed by amendment of the By-Laws of this corporation.

The names and addresses of the persons who are appointed to act as first directors of the corporation are:

NAMES
RICHARD J. ARNOLD

ADDRESSES
18241 SHERLEY PL., NORTHIDGE, CA. 91324

The date of adoption of these Articles of Incorporation is OCT 15 1974.
ARTICLE VII

No distinction shall exist between the shares of the corporation or the holders of such shares.

ARTICLE VIII

(a) All shares issued by the corporation shall be fully paid and nonassessable and shall not be subject to assessment for the debts or liabilities of the corporation.

(b) Each shareholder of the corporation shall be entitled to full preemptive of preferential rights, as such rights are defined by law, to subscribe for or purchase his proportional part of any shares which may be issued at any time by this corporation.

(c) Before there can be a valid sale or transfer of any percentage of the shares of the corporation by any shareholder, he shall first offer such shares to the corporation and then to the other shareholders in the following manner:

(i) Such offering shareholder shall deliver a notice in writing by mail or otherwise to the Secretary of the corporation stating the price, terms, and conditions of such proposed sale or transfer, the number of shares to be sold or transferred, and his intention so to sell or transfer such shares. Within fourteen (14) days thereafter, the corporation shall have the right to purchase such shares at the price and on the terms and conditions stated in such notice. Should the corporation fail to purchase all of the shares as offered, the offering shareholder shall have the right to sell or transfer such shares as he deems best. The corporation shall have the right to purchase such shares within ten (10) days after mailing or delivering such notice to the Secretary of the corporation, if the total number of shares of such offering shareholder tendered for sale or transfer is not less than the number of shares tendered for sale or transfer by any other shareholder. If the corporation fails to purchase all of such shares within ten (10) days after mailing or delivering such notice to the Secretary, the offering shareholder shall have the right to sell or transfer such shares as he deems best.

(d) All of the shares referred to in said notice to the Secretary are not disposed of under such assignment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares as remain unsubscribed, or the total number of shares which he holds, or the total number of shares subscribed for sale or transfer by all of the shareholders desiring to purchase shares in excess of those in which they are entitled under such assignment.

(e) If none of any or a part of the shares referred to in said notice to the Secretary is purchased, as aforesaid, by the corporation or in accordance with offers made by other shareholders within said ten (10) days, the shareholder desiring to sell or transfer may deliver notice to the Secretary to the corporation not so purchased by the corporation or by the other shareholders to any person or persons he may designate to purchase such shares at a lower price or on terms more favorable to the corporation or the transferee than those proposed in said notice to the Secretary.

(f) Within the limitations hereof provided, this corporation may purchase the shares of this corporation from any offering shareholder, provided, however, that at no time shall this corporation be permitted to purchase all of its outstanding voting shares. Any sale or transfer or purported sale or transfer of the shares of the corporation shall be null and void unless the terms, conditions, and provisions of this Article are strictly observed and followed.

IN WITNESS WHEREOF, the undersigned and above-named incorporators and first directors of this corporation have executed these Articles of Incorporation.

[Signatures]

[Date]

[Notary Public in and for said State hereunto duly sworn]
# STAFF QUALIFICATIONS

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Angelo</td>
<td>Executive Chairman/Founder</td>
<td>Pest Control Advisor ABDE73173</td>
</tr>
<tr>
<td>Richard Angelo</td>
<td>Executive Chairman/Founder</td>
<td>Qualified Applicators License 98566</td>
</tr>
<tr>
<td>Andrea Musick</td>
<td>Vice President Landscape Management</td>
<td>Qualified Applicators License 100530</td>
</tr>
<tr>
<td>Grant Clack</td>
<td>Operations Manager</td>
<td>Qualified Applicators License 126914</td>
</tr>
<tr>
<td>Jeff Norquist</td>
<td>Operations Manager</td>
<td>Qualified Applicators License 126918</td>
</tr>
<tr>
<td>Kevin Cawley</td>
<td>Account Manager</td>
<td>Qualified Applicators License 108212</td>
</tr>
<tr>
<td>John Barton</td>
<td>Account Manager</td>
<td>Qualified Applicators License 99677</td>
</tr>
<tr>
<td>Dave Colburn</td>
<td>Production Manager</td>
<td>Qualified Applicators License 126919</td>
</tr>
<tr>
<td>Adam Hall</td>
<td>Production Manager</td>
<td>Qualified Applicators License 122279</td>
</tr>
<tr>
<td>Leonardo Moran</td>
<td>Plant Health Care Spray Technician</td>
<td>Qualified Applicators Licence 119089</td>
</tr>
<tr>
<td>Gerardo Gonzales</td>
<td>Plant Health Care Spray Technician</td>
<td>Qualified Applicators Certificate 119271</td>
</tr>
<tr>
<td>Jorge Donapetry</td>
<td>Human Resources Manager</td>
<td>TCIA Certified Tree Care Safety Professional 1322</td>
</tr>
<tr>
<td>Jorge Castanedo</td>
<td>Operations Manager</td>
<td>ISA Certified Arborist WE-8703A</td>
</tr>
<tr>
<td>Adam Hall</td>
<td>Production Manager</td>
<td>ISA Certified Arborist WE-9301A</td>
</tr>
<tr>
<td>Melissa Rodriguez</td>
<td>Business Developer</td>
<td>ISA Certified Arborist WE-9346A</td>
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<tr>
<td>Steve Seely</td>
<td>Account Manager</td>
<td>ISA Certified Arborist WE-10138A</td>
</tr>
<tr>
<td>Gabriel Castaneda</td>
<td>Crew Leader</td>
<td>ISA Certified Tree Worker</td>
</tr>
<tr>
<td>Silvestre Quintana</td>
<td>Crew Leader</td>
<td>ISA Certified Tree Worker</td>
</tr>
<tr>
<td>Ignacio Natera</td>
<td>Production Manager</td>
<td>ISA Certified Tree Worker</td>
</tr>
<tr>
<td>Ignacio Natera</td>
<td>Production Manager</td>
<td>Certified Line Clearance Tree Trimmer</td>
</tr>
<tr>
<td>Luis Quintanilla</td>
<td>Crew Leader</td>
<td>Certified Line Clearance Tree Trimmer</td>
</tr>
<tr>
<td>Richard Angelo</td>
<td>Executive Chairman/Founder</td>
<td>California Landscape Technician</td>
</tr>
<tr>
<td>Richard Angelo</td>
<td>Executive Chairman/Founder</td>
<td>Certified CLIA Water Auditor</td>
</tr>
<tr>
<td>Jeff Norquist</td>
<td>Operations Manager</td>
<td>Certified CLIA Water Auditor</td>
</tr>
<tr>
<td>Jose Romero</td>
<td>Irrigation Technician</td>
<td>Irrigation Technician Certificate</td>
</tr>
<tr>
<td>Alejandro de Alba</td>
<td>Irrigation Technician</td>
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</tr>
<tr>
<td>Francisco Cortes</td>
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</tr>
<tr>
<td>Leonardo Vera</td>
<td>Irrigation Technician</td>
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</tr>
<tr>
<td>Samuel Romero</td>
<td>Irrigation Technician</td>
<td>Irrigation Technician Certificate</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Landscape Contractors (Lic#0755906)
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno CA 93727

INSURED
Stay Green, Inc.
26415 Summit Circle
Santa Clarita CA 91350

COLUMNS NUMBER: Pkg & Auto

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTN TYPE OF INSURANCE ADDED LIMITED SUB CoV WRD DELETED

GENERAL LIABILITY
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR

AUTOMOBILE LIABILITY
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS

UMBRELLA LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/COMPANY/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Tree Pruning Services at Various District Parks in Simi Valley & Oak Park, CA
Project #41-4700-545295-11-07
Blanket Additional insured per attached 00GL043400108
Rancho Simi Recreation and Park District, its Officers, Directors, Employees, & Agents are named as Additional Insured per attached form.

CERTIFICATE HOLDER

Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
E Ngo, CISR/KSAENZ

ACORD 25 (2010/05)
© 1988-2010 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement.

The insurance provided by this endorsement is subject to the following:

a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.

b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.

c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.

d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.

e. With respects to the additional insured, this insurance does not apply to: 1. "Property Damage" to "your product" arising out of it or any part of it. 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.

f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.

g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of "your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: N/A
Policy Number: LCPKG0060205
Named Insured: Stay Green, Inc.
This endorsement is effective on the inception date of this policy unless otherwise stated herein.
Endorsement Effective Date: 09-01-2013

00 GL0434 00 01 08 Includes copyrighted material of Insurance Services Office, Inc with its permission
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 39th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0005

INSURED
Stay Green, Inc.
26415 Summit Cir.
Santa Clarita CA 91350
1362683

CONTACT NAME: 
(AAC, No. Ext): 
EMAIL ADDRESS: 
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 
INSURER B ADORNING COVERAGE NAIC 

COVERAGES STAGB53 CERTIFICATE NUMBER: 12168137 REVISION NUMBER: X X X X X X

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<thead>
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<th>TYPE OF INSURANCE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE OCCUR</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>RETENTION $</td>
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A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Y/N | N/A |

DESCRIPTION OF OPERATIONS:

N A

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

12168137
Rancho Simi Recreation and Park District
1892 Sycamore Drive
Simi Valley, CA 93065

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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 21, 2013

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of the Rancho Simi Recreation and Park District Board Schedule for 2014 Meetings, Workshops and Conferences

SUMMARY

The proposed Schedule for 2014 Board meetings, workshops and conferences is attached. Pursuant to customary practice two meetings have been scheduled in Oak Park. The attached schedule also assumes that one or more Board members may attend the NRPA, CPRS, CSDA and CARPD conferences. Therefore, regular Board meetings have either not been scheduled or have been rescheduled to eliminate a conflict with those activities.

BOARD ACTION REQUESTED

Staff recommends the Board approve the attached Rancho Simi Recreation and Park District Board Schedule for 2014 Meetings, Workshops and Conferences.

Larry Peterson
District Manager
<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY OF WEEK</th>
<th>TIME</th>
<th>LOCATION</th>
<th>FUNCTION</th>
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<tbody>
<tr>
<td>January 2</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
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<td>January 16</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Oak Park</td>
<td>Board Meeting</td>
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<tr>
<td>February 6</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
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<td>February 20</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
</tr>
<tr>
<td>March 4-7</td>
<td>Tuesday-Friday</td>
<td>6:30 p.m.</td>
<td>Ontario</td>
<td>CPRS CONFERENCE</td>
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<tr>
<td>March 20</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
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<tr>
<td>April 3</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
</tr>
<tr>
<td>April 17</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
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<tr>
<td>May 1</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
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<tr>
<td>May 15-17</td>
<td>Thursday-Saturday</td>
<td>6:30 p.m.</td>
<td>S. Lake Tahoe</td>
<td>CARPD CONFERENCE</td>
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<tr>
<td>May 20-21</td>
<td>Tuesday-Wednesday</td>
<td>6:30 p.m.</td>
<td>Sacramento</td>
<td>CSDA LEGISLATIVE DAYS</td>
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<td>May 29</td>
<td>Thursday</td>
<td>5:30 p.m.</td>
<td>Simi</td>
<td>BUDGET WORKSHOP</td>
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<td>Thursday</td>
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<td>Board Meeting</td>
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<td>Thursday</td>
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<td>Simi</td>
<td>Board Meeting</td>
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<td>July 3</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
<td>Simi</td>
<td>Board Meeting</td>
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<tr>
<td>July 17</td>
<td>Thursday</td>
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<td>Oak Park</td>
<td>Board Meeting</td>
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<tr>
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<td>Thursday</td>
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<td>Board Meeting</td>
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<td>September 4</td>
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<td>Simi</td>
<td>Board Meeting</td>
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<tr>
<td>September 18</td>
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<td>Simi</td>
<td>Board Meeting</td>
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<td>Monday-Thursday</td>
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<td>CSDA CONFERENCE</td>
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<td>October 14-16</td>
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<td>Charlotte</td>
<td>NRPA CONGRESS</td>
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<td>6:30 p.m.</td>
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<td>Board Meeting</td>
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<td>November 6</td>
<td>Thursday</td>
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<td>November 20</td>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 21, 2013
TO: Board of Directors
FROM: District Manager
SUBJECT: Receive and File Special District Board Member/Trustee Handbook
Produced by the California Special Districts’ Association

SUMMARY

As you know the District is a member of the California Special Districts’ Association (“CSDA”). District Board and staff members participate in the governance of that organization and also on fiscal, legislative and other matters affecting special districts in California. The District has also benefitted from the various educational opportunities provided by CSDA during its annual conference and also throughout the year in the form of publications, seminars and webinars. The attached Special District Board Member/Trustee Handbook represents the latest educational effort by CSDA. This Handbook provides valuable information to Board Members and others in several subject areas, including; ethics, Brown Act, and the role and responsibilities of Board members, the General Manager and staff. Also attached is a summary of the 2013 Major Highlights.

BOARD ACTION REQUESTED

Staff recommends the Board receive and file the Special District Board Member/Trustee Handbook Produced by the California Special Districts’ Association.

Larry Peterson
District Manager
2013 Major Highlights

ADVOCACY AND PUBLIC AFFAIRS – TOP PRIORITIES FOR SPECIAL DISTRICTS

Protecting and Restoring Your District Revenues
- Due to Proposition 1A, which CSDA fought hard to pass, the State of California returned $1.9 billion, with interest, to special districts and other local agencies this June.
- CSDA successfully advocated for the removal of legislative provisions that would have prevented the ongoing restoration of over $500 million per year to special districts, occurring as a result of the dissolution of redevelopment agencies.
- To ensure special districts have equal debt collection authority as cities and counties, CSDA sponsored a provision within Senate Bill 184 allowing special districts to recoup money owed to them via the state’s Interagency Intercept Collections program.

Upholding Local Control and Preventing Costly Mandates
- Blocked two measures that would have driven costs, created new liability and undermined local decision making for districts that contract with private sector service providers (SB 556, Corbett; Assembly Bill 1333, Hernandez).
- Stopped efforts to establish costly and burdensome Public Records Act requirements (SB 570, DeSaulnier).
- Effectively lobbied against legislation that would have mandated local agencies provide specific homeless support programs while restricting special districts’ authority, as employers, to manage resources and hold their staff accountable for inappropriate conduct (AB 5, Ammiano).

Sharing Timely and Relevant Information
- Legislative Hot Sheets—New weekly updates regarding the most significant bills impacting your district at pivotal junctions in the Legislature.
- State Budget Analysis—Overview of the key changes within complex state financial policies.
- Public Employee Pensions—Reports on the latest CalPERS actuarial policies, investment strategies and employer contribution rates.
- Free Biannual Legislative Round-Up Webinars—Direct access to your lobbyists walking the Capitol halls.
- Special Districts Legislative Days—Interaction with key legislators, state officials and top policy leaders.

Guiding the Special Districts Community with Local Policy Development Tools
- Affordable Care Act Memo—Breakdown of how federal healthcare reforms impact special districts and what actions your district needs to take now.
- Property Tax Increment Memo and Fact Sheet—Review of the technical, political and public relations implications of the dissolution of redevelopment agencies and suggested responses.
- Special District Reserve Guidelines, Second Edition—Up-to-date best practices on proactive approaches to prudent savings.
- Proposition 26 Guide for Special Districts—Explanation of the evolving constitutional restrictions on taxes and fees from the local district perspective.
**Professional Development Serves as a Trusted Resource**

**Board Secretary/Clerk Conference**
This event gathered more than 160 board secretaries and clerks as CSDA brought the conference to Southern California in 2013. Conference tracks were available for first time attendees wishing to earn their board secretary/clerk certificate as well as current certificate holders.

**General Manager Leadership Summit**
Attendance at the General Manager Leadership Summit continues to grow. Over 160 attendees gathered in Newport Beach this July to focus on issues specific to general managers, including: leadership, social media, employee performance management, community outreach, pension reform and much more.

**2013 CSDA Annual Conference & Exhibitor Showcase**
Held September 16 – 19 in Monterey, this year’s conference drew over 500 attendees from around the state. Over 30 breakout sessions provided attendees with valuable information covering a variety of topics including governance, GASB pension standards, media relations, The Brown Act and The Public Records Act.

**Special District Leadership Academy Conference**
In response to demand for comprehensive governance training for elected and appointed directors and trustees, CSDA has created the Special District Leadership Academy Conference as a way for leaders to come together and complete all four modules of the Leadership Academy in one location in only two and a half days. The first conference will be held in Napa in November 2013.

**Webinars**
CSDA webinars continue to be a cost-effective way for CSDA members to participate in professional development programs. With low registration fees - some are even free - and no travel costs, CSDA members were able to participate in 35 webinars this year on topics ranging from fraud detection/prevention to understanding the Brown Act, and required training including Ethics AB1234 and AB1825 Sexual Harassment Prevention.

**Delivering More Benefits to More Members**

**More Members than Ever Before**
Fifty new members came on board in 2013, bringing our total membership to 1,028 – a CSDA record!

**Local Chapters Join Forces with CSDA**
Eight local special district associations across the state have strengthened their relationship with CSDA by adopting a formal affiliation agreement with the state association. Affiliated chapters are officially endorsed and have increased access to many CSDA resources.

**Adding Value to Membership**
After a short hiatus, Utility Cost Management (UCM) and CSDA renewed an agreement that gives members 16 percent off utility bill auditing services and the potential for saving thousands on future utility charges.

The District Purchasing Card program continues to gain momentum and distributed approximately $8,000 in rebates.

The 2012 Special District Administrative Salary & Benefits Survey, with data gathered from hundreds of districts, was released this spring. The survey provides a comprehensive look at salary, health insurance practices, retirement plans, sick leave and more.

**California Special Districts Alliance: Your District's Premier Resource**

The California Special Districts Alliance partners – CSDA, CSDA Finance Corporation and SDRMA – continued collaboration on projects benefitting special districts, with a strong focus on expanding webinars and specialized conferences.

**CSDA Finance Corporation** responded to requests from nearly 70 districts seeking to take advantage of record-low interest rates. Over the past year, the Finance Corporation facilitated more than $37 million in financings for capital improvement projects, equipment and vehicle purchases and the refinancing of prior debt.

**Special District Risk Management Authority (SDRMA)** continued to focus on providing special districts the most cost-effective risk management solutions possible, including property/liability coverage, workers’ compensation and health benefits. SDRMA’s Board of Directors kept rates flat for property/liability for the fourth year in a row and also keeps rates flat for workers’ compensation for program year 2013-14.

There were 189 attendees at SDRMA Safety/Claims Education Day in Sacramento on March 28, 2013. This free event for SDRMA members and CSDA members included sessions on employment practices, workers’ compensation, claim reporting, scheduling property coverage and safety awareness.