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
Mark Johnson

Vice Chair
Elaine Freeman

Director
Dee Dee Cavanaugh

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 – March 20, 2014

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-Time Employee of the Month for March 2014 to Alfredo Diego

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 3/21/14 (payroll); 3/15/14 (payables)

   **Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion, unless discussion is desired. In that event, the items will be removed from the Consent Agenda.

VII. CONTINUED BUSINESS
   A. Approval of Resolution of the Rancho Simi Recreation and Park District Nominating a Candidate for Election to Serve on the California Special District’s Association Board of Directors

VIII. NEW BUSINESS
   A. Approval of Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course
   B. Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas
   C. Approval of Letter in Support of Senate Bill 1086, *The Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014*

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
1000 N. KANAN ROAD, OAK PARK, CA 91377
MARCH 20, 2014, 6:30 P.M.

AGENDA
ITEM

I. CALLED TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Led by Doug Gale

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

Staff: Doug Gale, Karen Garber, Colleen Janssen, Wayne Nakaoka, Carol Odenberg, Larry Peterson, Brian Pierik, Esq., Bobby Pitts, Cyndi Richards, Robin Walker

Guests: Rebecca Albarrán, Marguarite Albarrán, Family of Bobby Pitts

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):

Mayor Huber on behalf of the City Council thanked the District for participating with the City of Simi Valley on the recent Youth Summit, which he said was an excellent event. He noted that Director O’Brien and he shared the same table with a group of students and they enjoyed hearing their good ideas. He said the City works with the Park District on multiple projects and they appreciate this partnership and all the great work the Park District does for the citizens.

IV. APPROVAL OF MINUTES:

(A) Approval of Revised Minutes from February 6, 2014 Board Meeting

ACTION: Director Cavanaugh moved to Approve the Revised Minutes from the February 6, 2014, Board Meeting; Director Freeman seconded the motion. Motion carried with a unanimous vote.

(B) Regular Meeting – February 20, 2014

ACTION: Director O’Brien moved to Approve the Minutes from the February 20, 2014 Regular Board; Director Freeman seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-time Employee of the Month for February 2014 to Bobby Pitts 35-14-c

Marketing & Community Outreach Specialist said that Bobby Pitts was scheduled to be at the meeting but may have been delayed, and also said this is a very well-deserved award. District Manager stated that he is an excellent employee and it would be his pleasure to present him with the award at work.
Minutes, Page 2, Regular Meeting, Board of Directors  
Rancho Simi Recreation and Park District, March 20, 2014

(B)  Presentation of the 2013 Volunteer of the Year to Rebecca Albarrán 164-14-a

Marketing & Community Outreach Specialist reviewed an extensive list of volunteer work that the 2013 Volunteer of the Year, Rebecca Albarrán, has generously provided the Park District. Chair Johnson presented her with the award and thanked her for her service to the District. Rebecca thanked everyone and said she was humbled to be able to give back to the community. She mentioned that she graduated from U.C. Davis where they stress the importance of community service. Currently, she is a part-time employee with the Park District assisting Recreation Specialist Danielle June. She also volunteers at the San Fernando Court House and is studying to become a lawyer. Director of Recreation Gale stated that Recreation Specialist June speaks very highly of her work.

With the arrival of Bobby Pitts, who had been delayed at his son’s recital, the presentation of the Employee of the Month award, Item V.(A), was continued.

(A)  Presentation of the Part-time Employee of the Month for February 2014 to Bobby Pitts  35-14-c

Chair Johnson presented Bobby Pitts with the award and thanked him for his good work. Bobby thanked staff for the nomination and said it is his great pleasure to work at the District and that he appreciates the award and everyone very much. District Manager stated that he is an excellent employee and lights up the room. He is kind, polite, has a great sense of humor, and his joy of work and living is so infectious to all. Bobby also introduced his family to everyone.

VI.  CONSENT AGENDA:

(A)  Approval of Check Registers: 2/21/14, 3/7/14 (payroll); 2/28/14 (payables)

(B)  Receive and File Report on Schedule of Events for April 2014  39-14-a

ACTION: Director Freeman moved to Approve Consent Agenda Items (A) and (B); Director O’Brien seconded the motion. Motion carried with a unanimous vote.

VII.  CONTINUED BUSINESS:

None

VIII.  NEW BUSINESS:

(A)  Approval for the Purchase of Maintenance Equipment for Simi Hills Golf Course  120-14-b

ACTION: Vice Chair Freeman moved to Approve the Proposed Reallocation of Funds From Clubhouse Improvements in the Amount of $65,000 Towards Maintenance Equipment Purchases (Resulting in Total Funding for These Expenditures of $140,000) and Authorize the District Manager to Proceed with the Purchase of the Three Listed Pieces of Equipment Using the National Purchasing Partners Program with the Issuance of a Purchase Order for the Procurement of this Golf Course Maintenance Equipment for Simi Hills Golf Course; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(B)  Consideration and Approval of Request for Authorization to Solicit Bids for a Maintenance Uniform Services Agreement 7-14-b

ACTION: Director Cavanaugh moved to Approve Consideration and Approval of Request for Authorization to Solicit Bids for a Maintenance Uniform Services Agreement; Director O’Brien seconded the motion. Motion carried with a unanimous vote.
(C) **Authorization to Solicit Bids for the New Vista After School Club – Phase One Construction Project** 7-14-c

**ACTION:** Vice Chair Freeman moved to Approve to Solicit Bids for the New Vista After School Club – Phase One Construction Project; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(D) **Proposed Construction Alternatives for the Rancho Simi Community Park Lagoon Renovation Project** 43-14-a

**ACTION:** Director Cavanaugh moved to Approve Modified Scope-of-Work for the Rancho Simi Community Park Lagoon Renovation Project; Vice Chair Freeman seconded the motion. Motion carried with a unanimous vote.

Director of Recreation reminded everyone that with the construction project occurring this summer at Rancho Simi Community Park, the District’s *Concerts in the Park* series in Simi Valley will be held at Rancho Madera Park this year.

(E) **Approval of Resolution of the Rancho Simi Recreation and Park District Nominating a Candidate for Election to Serve on the California Special District’s Association Board of Director** 23-14-b

The Chair asked the District Manager to obtain additional information and then bring this item back to the Board at the following Board Meeting. No action was taken by the Board.

IX. **WRITTEN COMMUNICATIONS:**

None.

X. **REPORTS BY BOARD MEMBERS:**

Director Cavanaugh attended a City Council meeting and along with Jeannie Davis received the proclamation for the Arbor Day event. She attended Arbor Day on March 15th at Rancho Tapo Community Park, which she said was very nice. There were 500+ entries in the poster contest, and $2,500 in donations. Chair Johnson received the plaque for the District for all his work in getting the event equipped.

Director Cavanaugh visited Borchard Park over in Conejo on March 7th.

Director Cavanaugh attended the Simi Valley Education Foundation Gala dinner on March 8th.

Director Cavanaugh attended a Rotary Club meeting on March 15th during which women in Rotary were honored. She congratulated Vice Chair Freeman who was the first woman Rotarian in the local Rotary District.

Director Cavanaugh spoke to City of Moorpark Councilmember Dave Pollock at a Foundation board meeting. He complimented the District on its Mental Health Program and said he would like to emulate it at the City of Moorpark. District Manager said Recreation Specialist June has been in contact with both the City of Moorpark and Conejo Recreation & Park District regarding partnering with our District in the Program. The Program also will be advertised in the Chamber’s next issue of its newsletter in an effort to reach more segments of the population.

Director O’Brien attended the Youth Summit on February 27th, and said she enjoyed it and was very impressed with the youth.
Director O'Brien attended a Joint Park District/Historical Society Committee meeting along with Vice Chair Freeman, which included an orientation meeting with the new caretakers at Strathearn Historical Park. They toured the caretakers' home, and were impressed with their nice decorating job of its interior. Director O'Brien also enjoyed the YouTube interview from 1963 that Strathearn had posted; it was a local news station's interview with Mrs. Write who spoke about Simi Valley.

Director O'Brien attended a CSDA Fiscal Committee meeting in Sacramento.

Director O'Brien attended the Arbor Day event, and said she really enjoyed viewing all the posters.

Director O'Brien attended the Simi Valley Education Foundation Gala and thought it was excellent.

Director O'Brien attended the 2014 State of the City Address luncheon on March 20th. She stated that she was glad to hear that we are all "safe, sound, and happy" in Simi Valley.

Vice Chair Freeman attended two S.V. Historical Society meetings. She said the caretakers orientation meeting included the historian and staff involved with the Park. She thought it went very well and established a solid beginning with the caretakers. She thanked Administrative Analyst Walker for all her work on the project to obtain new caretakers for Strathearn. She also handed out a copy of the Historical Society's 2014 Schedule of Events Calendar and reported that the Park is booked solid on the weekends from mid-April to September this year.

Vice Chair Freeman attended two Advance Planning Committee meetings. They discussed the proposed plans for Runkle Park at the March 19th meeting. At the March 12th meeting, they discussed the request to add pickleball courts at Rancho Tapo Community Park, proposed cellular telecommunication sites in Simi Valley, Rocky Pointe Park environmental mitigation, proposed Hummingbird Nest Ranch project, Rancho Simi Community Park's lagoon renovation, Tapo Canyon property and Marr Ranch open space, and an update on Alamos Canyon open space preservation.

Vice Chair Freeman attended a CARPD Legislative Committee meeting via conference call. She noted that she will prepare a write-up on some of the bills and circulate it to the Board.

Chair Johnson stated that some of the committee meetings he had attended were previously discussed. He added that the Advance Planning Committee will reexamine the pickleball court request and a proposal for bocce ball, and that all the grading has been completed on the Runkle Ranch project.

Chair Johnson said the Arbor Day event went fine, but suggested that the District reevaluate its participation in the event for next year.

Chair Johnson reminded everyone that the Challenger Field opening ceremony will take place on Saturday, March 22, 2014, beginning at 8 a.m. with a pancake breakfast fund-raiser for Little League, followed by the dedication ceremony at 9 a.m.

Vice Chair Freeman added that the CSDA Legislative Committee is watching SB935, a bill to increase the minimum wage to $12/hr. in 2015 with an automatic cost-of-living increase for three years, and SB1228 regarding the Federal requirement for disseminating information/records.

XI.

REPORT BY DISTRICT MANAGER:

District Manager attended a Salute to Arms meeting with Director of Planning & Maintenance regarding the Vietnam Veterans Memorial Wall event that will take place this May.
District Manager, Director of Planning & Maintenance and Sr. Maintenance Supervisor attended a meeting with CalTrans, Conejo Open Space Conservation Authority, Ventura County Fire Department and the City of Thousand Oaks. It was arranged by City of Thousand Oaks and held at Conejo’s headquarters. It was an initial meeting to make certain everyone understands the Fire Department’s requests for fuel modification zones, and future meetings may occur annually.

District Manager conducted an orientation with Director of Planning & Maintenance for the new Oak Park Committee member, Peter Coopersmith. Mr. Coopersmith made requests for additional information, which staff has provided.

District Manager met with Lowell Schultz concerning Simi Hills Golf Course renovation plans.

District Manager attended a meeting with Nature Conservancy staff, Director of Planning & Maintenance and the Administrative Analyst to review the potential acquisition of Alamos Canyon property. The property is 734 acres, and initial plans are to raise about $7.9 mil. for the purchase of this property.

District Manager attended two MRCA Board meetings.

District Manager attended Marketing & Community Outreach Specialist Janssen’s last birthday lunch celebration with District Administrative staff as she will be retiring.

District Manager is currently working with our new Director of Administration, Karen Garber, to estimate the cost of the draft schedule of part-time pay rates to comply with the upcoming minimum wage increases.

XII. CLOSED SESSION:

None.

XIII. ADJOURNMENT: Director O’Brien moved to adjourn the meeting at 7:55 p.m.; Director Cavanaugh seconded the motion. Motion carried.

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

Date: April 3, 2014

To: District Manager

From: Marketing and Community Outreach Specialist

Re: Presentation of the Full-Time Employee of the Month for March 2014 to
Alfredo Diego

FULL-TIME EMPLOYEE OF THE MONTH FOR MARCH 2014
The District's full-time employee of the month for March 2014 is
Alfredo Diego. Alfredo has worked for the District since January 4,
2006. He works as a Groundskeeper I in the Maintenance
Department. This is his second award for Employee of the Month.
His first award was in September 2007.

NOMINATION NARRATION
The person who nominated Alfredo had this to say about him, "I am
nominating this person for Full-Time Employee of the Month.
He is responsible for taking care of Rancho Tapo Park from mowing
and detail work, to washing Pickleball and tennis courts. He has
been making a great effort in correcting irrigation problems and over-
seeding bare spots to beautify our park.

He has been very receptive to any modifications that have been made to his daily
routine. When we are short-handed, he is willing to cover for the employee who is out
with a positive attitude. When he has completed his assignments for the day, he takes
initiative to improve upon other areas of the park.

He has become more of the team player, willing to help anyone out, and works hard on
any projects he is involved in."

BOARD ACTION
Alfredo Diego has been invited to attend the April 3, 2014, board meeting to receive a
plaque from the board chair. He is also eligible for a day off with pay in the next 60
days.

Colleen Janssen
Marketing and Community Outreach Specialist
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 3, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Resolution of the Rancho Simi Recreation and Park District Nominating a Candidate for Election to Serve on the California Special District’s Association Board of Directors

SUMMARY

The attached staff report was first considered by the Board at its meeting on March 20, 2014. At that time the Board requested staff to determine whether or not the incumbent for Region 5, Jim Acosta, intended to seek re-election to the CSDA Board of Directors. This matter was therefore continued. Staff has since learned that Jim Acosta does not intend to seek re-election. The Board should now proceed with its determination of whether or not to nominate an agency Board Member or General Manager to run for the next CSDA Board election.

BOARD ACTION REQUESTED

Staff recommends the Board consider nominating a managerial staff or Board member for election to the CSDA Board of Directors.

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: March 20, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Resolution of the Rancho Simi Recreation and Park District Nominating a Candidate for Election to Serve on the California Special District’s Association Board of Directors

SUMMARY

The District recently received the attached Call for Nominations from the California Special District Association ("CSDA"). CSDA Board member terms are three years in length, and require attendance at approximately eight meetings per year. As a member of CSDA, Rancho Simi Recreation and Park District is eligible to nominate either a board member or managerial employee for election as a director of CSDA.

For over 30 years, CSDA has been offering its members cost-efficient programs and representation at the State Capitol and boasts a membership of nearly 600 special districts throughout California. It is the only statewide association representing all types of independent special districts including irrigation, water, park and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare and community services districts, among others. The Board consists of three directors from each of the six regions throughout California.

BOARD ACTION REQUESTED

Staff recommends the Board consider nominating a managerial staff or Board member for election to the CSDA Board of Directors.

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO._____

RESOLUTION OF THE RANCHO SIMI RECREATION AND PARK DISTRICT
NOMINATING A CANDIDATE FOR ELECTION TO SERVE ON THE CALIFORNIA
SPECIAL DISTRICT’S ASSOCIATION BOARD OF DIRECTORS

WHEREAS, the California Special District’s Association ("CSDA") has notified the District of a
vacancy on the CSDA Board of Directors; and

WHEREAS, the Rancho Simi Recreation and Park District is a member of CSDA and is therefore
eligible to nominate a Board member or managerial employee for election as a director of CSDA;
and

WHEREAS, ________________ is a board member or managerial employee of ________________

NOW THEREFORE BE IT RESOLVED AND ORDERED, that the Board of Directors of the
Rancho Simi Recreation and Park District hereby nominates ________________ for election as
a director of CSDA and directs the District Manager to transmit a signed copy of this Resolution to
CSDA.

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation
and Park District at a regular meeting held on April 3, 2014, in Simi Valley, California on motion
made by Director ________________, seconded by Director ____________, and carried with the
following roll-call vote:

Ayes:

Noes:

Absent:

________________________________________
Chair of the Board of Directors
Rancho Simi Recreation and Park District
DATE:    February 21, 2014

TO:      CSDA Voting Member Presidents and General Managers

FROM:    CSDA Elections and Bylaws Committee

SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
          SEAT C

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2015 - 2017 term.

The leadership of CSDA is elected from its six geographical regions. Each of the six regions has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA regular member located within the geographic region that they seek to represent. (See attached Region Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA’s member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California’s special districts before the Legislature and the State Administration. Serving on the Board requires one’s interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, held every other month at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
  CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy.
- Attend CSDA’s two annual events: Special District Legislative Days (held in the spring) and the CSDA Annual Conference (held in the fall).
- Complete all four modules of CSDA’s Special District Leadership Academy within 2 years.
  (CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).
BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: ____________________________________________________________

District: ___________________________________________________________________

Mailing Address: ______________________________________________________________________________________

__________________________________________________________________________________________

Region: _____ (see map on back)

Telephone: __________________________________________________________________________
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _______________________________________________________________________________

E-mail: __________________________________________________________________________

Nominated by (optional): ____________________________________________________________________________

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by fax or mail to:

CSDA  
Attn: Charlotte Lowe  
1112 I Street, Suite 200  
Sacramento, CA  95814  
(877) 924-2732    (916) 442-7889 fax

**DEADLINE FOR RECEIVING NOMINATIONS – May 23, 2014**
2015 CSDA BOARD CANDIDATE INFORMATION SHEET
The following information MUST accompany your nomination form and Resolution/minute order:

Name: ____________________________________________________________

District/Company: __________________________________________________

Title: ____________________________________________________________

Elected/Appointed/Staff: _____________________________________________

Length of Service with District: _______________________________________

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

_________________________________________________________________

_________________________________________________________________

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

_________________________________________________________________

_________________________________________________________________

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

_________________________________________________________________

_________________________________________________________________

4. List civic organization involvement:

_________________________________________________________________

_________________________________________________________________

**Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 5, 2014 will not be included with the ballot mailing.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 3, 2014

TO: District Manager

FROM: Golf Course Manager

SUBJECT: Approval of Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course

SUMMARY

The District’s Agreement with Monterey Concessions Group for the operation of the Food and Beverage Concession at Simi Hills Golf Course expires at midnight on April 30, 2014. On February 6, 2014, the Board approved Staff’s request to issue a Request for Proposals for a new concessionaire for the course.

District staff advertised the RFP in both the Daily News and the Ventura County Star, as well as in the Simi Hills Golf Course and the Chamber of Commerce newsletters. In total, 14 potential candidates requested proposal packages. On March 7th, 2014, four proposals were received. Proposals were received from the following individuals or companies: Monterey Concessions (current concessionaire), Chef It Up! LLC, Asheesh Danee and Tim McClellan.

The four proposals were carefully reviewed and research was conducted on the current businesses of all four proposers. Unfortunately, as a result of the review, the proposals from Mr. Danee and Mr. McClellan were found to be non-compliant with the requirements in the RFP. Both proposals lacked submissions which were required per the RFP and were therefore not further considered.

On March 18, 2014, the two qualified proposers were interviewed by a Selection Panel comprised of Golf Course Manager Brian Reed, Golf Course Marketing and Operations Assistant Jackie Cochran, Simi Hills Men’s Golf Club President Lowell Schultze and Simi Hills Women’s Golf Club President Joann Zgonc.

Upon review, it was the unanimous consensus of the Selection Panel that Chef It Up! LLC should be selected as the new Food and Beverage Concessionaire at Simi Hills Golf Course, pending a full credit check.

The owner of Chef It Up! LLC, Michael Floyd, has broad experience in food and beverage management, including previous experience working at Simi Hills Golf Course under American Golf Corporation as the Food and Beverage Director. His background is highlighted by experience with the Playboy Mansion, The Borderline in Thousand Oaks, Sunset Terrace, California Pizza Kitchen and most recently at Hyatt Hotels as an Executive Sous Chef. Additionally, he was the alternate proposer for the Simi Hills concession four years ago when Monterey Concessions was selected.
The attached Concession Agreement between the District and Chef It Up! provides for a three-year term beginning May 1, 2014. The District, at its option, may extend the Agreement for two additional years at the same terms and conditions stated in the Agreement.

Chef It Up has agreed to pay the District rent in the amount of 10% on food and beverage revenue and 12% of banquet revenue with a monthly minimum of $2,200. This is a slight reduction from the current Agreement, which is 10% and 15% respectively, but Staff, and the Selection Panel, feels confident that Chef It Up will create higher revenues as a result of their marketing and operations plans than the current concessionaire has created. This should result in additional rental revenues to the District.

FISCAL IMPACT:

It is anticipated that revenues generated by Chef It Up will exceed the $32,700 average annual revenues generated by the current concessionaire.

BOARD ACTION REQUESTED:

Staff requests the Board approve the attached Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course and authorize the District Manager to sign the Agreement and proceed with the implementation of it.

[Signature]
Brian Reed, Golf Course Manager
AGREEMENT
BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND CHEF IT UP! LLC FOR THE OPERATION OF THE FOOD AND BEVERAGE SERVICE CONCESSION AT SIMI HILLS GOLF COURSE

THIS AGREEMENT, effective as of May 1, 2014 ("Effective Date") is entered into by and between Rancho Simi Recreation and Park District (hereinafter "District"), 1692 Sycamore Drive, Simi Valley, California 93065, and Chef It Up! LLC (hereinafter "Chef It Up!"), 1772-J Avenida de los Arboles, Suite #377, Thousand Oaks, California 91362.

WITNESSETH

WHEREAS, the District owns the Simi Hills Golf Course located at 5031 Alamo Street, Simi Valley ("Golf Course"); and

WHEREAS, located at the Golf Course is a food and beverage facility ("Premises") more fully identified and described in Section 1 of this Agreement; and

WHEREAS, the principal purpose of District in entering into the Agreement is to serve the public by providing a food and beverage concession at the premises to serve golfers at the Golf Course and the public generally ("Concession"); and

WHEREAS, the District advertised for proposals for the operation of the Golf Course Food and Beverage Concession at the Premises; and

WHEREAS, the District received and carefully analyzed four (4) proposals received on March 7, 2014, including the proposal submitted by Chef It Up!; and

WHEREAS, the District determined that Chef It Up! was the best responsible proposer and selected said proposer to operate the Concession in accordance with the terms and conditions of this Agreement; and

WHEREAS, Chef It Up! desires to secure and enter into an Agreement in accordance with the foregoing and undertakes to provide services of the type and character required therein by District to meet the needs of the public at the Golf Course Food and Beverage Concession;

NOW THEREFORE, in consideration of their mutual promises, obligations assumed, releases given, payments made and to be made, and the other considerations set forth herein, the parties hereto agree as follows:

SECTION 1. PREMISES

1.1 Premises is defined as the food and beverage facility located adjacent to the pro shop inside the clubhouse at the Golf Course. Premises includes a 1,058 s.f. dining area, 185 s.f. snack bar, a combined total of 341 s.f. support area/storage space, and a covered patio which can seat up to 144 persons, all of which are graphically depicted in Exhibit A.
SECTION 2. CONCESSION GRANTED

2.1 Chef It Up! is hereby granted the right and privilege to furnish, equip, operate and maintain the Concession at the Premises and, as described in Section 5, on the Golf Course.

2.2 Notwithstanding Chef It Up!’s right to furnish and equip the Concession, District reserves the right to further develop or improve the Premises as it sees fit, and without interference or hindrance; however, District may consider the desires and views of Chef It Up! in planning for further development and improvements.

2.3 Chef It Up! shall be the exclusive provider of food and beverages at the Golf Course.

2.3.1 Chef It Up! shall have exclusive rights to provide all food and beverages at the Golf Course. With the exception of District-sponsored events as described below, Golf Course patrons shall not be allowed to bring outside food and beverages onto the Golf Course.

2.3.2 Chef It Up! shall be expected to cooperate with District personnel on all matters relative to the conduct of District-sponsored events. Chef It Up! is granted the right of first refusal to provide food or beverages at District-sponsored events at or in proximity to the Premises defined under this Agreement, should Chef It Up!’s menu be appropriate for the event as determined by District.

2.3.3 District reserves the right to allow food and beverages to be brought into the Golf Course for designated District-sponsored events. This food and beverage shall be served independent of Chef It Up!.

SECTION 3. TERM

3.1 The Term of this Agreement is from May 1, 2014 through April 30, 2017, terminating at midnight, unless terminated earlier as may be provided herein.

3.2 Three (3) months prior to the conclusion of the three (3) year term of this Agreement, District, at its option, shall have the right to extend this Agreement for up to two (2) additional years on the same terms and conditions as are set forth in this Agreement.

SECTION 4. CONCESSION RENTAL FEE AND REPORTING

4.1 Payments

4.1.1 As consideration for District’s granting the Concession rights set forth herein, Chef It Up! agrees to pay District a monthly fee equal to the greater of:

a. the minimum monthly rent of $2,200.00, or

b. the sum of:
• ten percent (10%) of Gross Receipts from food and non-alcoholic beverages, and all other Concession sales, including sales resulting from any and all golf-course related events; plus

• ten percent (10%) of Gross Receipts from alcoholic beverages sales, including sale of alcoholic beverages resulting from any and all Golf Course related events; plus

• twelve percent (12%) of the Gross Receipts generated by the provision of additional services unrelated to the day-to-day operations of the Concession and the Golf Course. Examples of additional services include Golf Course facility rentals for catering of meetings, after-hours events, parties, luncheons, and banquets for individuals, groups, companies or organizations that are not connected to golf events originated through the Golf Course. It is agreed that the Gross Receipts includes revenue generated by the sale of all food and beverages and alcoholic beverages, and excludes rental fees for furniture, canopies, place settings, linens, etc., supplied for an event through Chef It Up!

4.1.2 The rental payment to be paid by Chef It Up! to District shall be payable in monthly installments during each year of the term of the Agreement. Chef It Up! shall pay District the fee set forth in Section 4 on or before 5:00 p.m. on the 15th day of the month following the prior month’s end. For example, rent for the month of May 2014 will be due on or before 5:00 p.m. on June 15, 2014.

4.1.3 Monthly rent shall commence effective May 1, 2014, and the first payment will be due no later than 5:00 pm on June 15, 2014.

4.1.4 As used herein, the term Gross Receipts is defined to mean the total amount charged or received for the sale of any goods, wares, or merchandise, or for the performance of any act or service (whether such act or service is done as part of or in connection with the sale of goods, wares, merchandise or not), for which a charge is made or credit is allowed, including all receipts, cash, credits, and property of any kind or nature. Gross Receipts does not include service tip charges or any sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Chef It Up!

4.1.5 If the termination of this Agreement falls on any date other than the first or last day of any calendar month, the applicable rental payment for said month, if it is based on the minimum guaranteed monthly rental, shall be paid by Chef It Up! to District pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

4.1.6 The District is planning to make renovations to the Golf Course and Clubhouse during the term of this Concession Agreement. Those renovations are tentatively scheduled to begin in December 2015, and are anticipated to be completed in March 2016. The driving range and clubhouse will remain open during this construction, which will require the Concession to remain open also. Since Concession revenues will be substantially reduced during this period, the District

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will waive all rent due during this closure. Exact dates of this construction period are yet to be determined and will be provided when available.

4.2 Late Payment

4.2.1 Failure of Chef It Up! to pay any of the rental payments or any other fees, charges or payments required herein on time is a breach of this Agreement for which District may terminate same or take such other legal action as it deems necessary. District expects all compensation to be paid on time and Chef It Up! agrees to pay on time. Payments received by District at the District's office after the due date shall be considered late.

4.2.2 Without waiving any rights available at law, in equity or under the Agreement in the event of late or delinquent payment by Chef It Up!, the latter recognizes that District shall incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Chef It Up! agrees to pay District a late fee set forth below to compensate District for all expenses and/or damages and loss resulting from said late or delinquent payments.

4.2.3 An initial late fee of three hundred thirty-three dollars ($333.00) will be charged for any amount of rent which remains unpaid as of 5:00 p.m. on the 15th day of the month following the prior month's end. An additional late fee of twenty-three dollars ($23.00) per day will be charged for each additional day during which any amount of rent remains unpaid. For example, if Chef It Up! pays the rent due for the month of May 2010 by 5:00 p.m. on June 20, 2010, a total of $402.00 in late fees is due ($333.00 is due on June 16, and an additional $23.00 per day is due for June 17, 18, and 19).

4.3 Additional Fees and Charges

4.3.1 If District pays any sum or incurs any obligations or expense which Chef It Up! has agreed to pay or reimburse District for, or if District is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect or refusal of Chef It Up! to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of Chef It Up! contrary to said conditions, covenants and agreements, Chef It Up! agrees to pay to District the sum so paid or the expense so incurred, including all interest, costs, damages and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by District in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 4 hereof.

4.3.2 For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by District for any work done or material furnished shall be prima facie evidence against Chef It Up! that the amount of such payment was necessary and reasonable. Should District elect to use its own operating and/or maintenance personnel in making any repairs, replacements and/or alterations and to charge Chef It Up! with the cost of same, receipts and timesheets shall be used to
establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by Chef It Up!.

4.4 Reports

4.4.1 Chef It Up! shall transmit with its rental payment a Monthly Gross Receipts and Rent Report for the month for which rent is submitted. The completed form shall include a statement of Gross Receipts by source of sales, and such other information as District may properly require. Chef It Up! agrees to provide the following:

a. A separate monthly accounting of food and non-alcoholic beverage sales, and all other Concession sales at the 10% compensation rate; and

b. A separate monthly accounting of alcoholic beverage sales at the 10% compensation rate; and

c. A separate monthly accounting of the Gross Receipts generated by non-golf related events at the 12% compensation rate.

4.4.2 Chef It Up! shall maintain a system of books and records in accordance with generally accepted accounting principles reflecting all revenues received and expenses incurred. Said records and the operations of Chef It Up! shall be available for audit by District or its designated representative at reasonable times and upon reasonable notice.

4.4.3 Chef It Up! shall mail or deliver all payments and reports to:

Simi Hills Golf Course
Attn: Brian Reed
5031 Alamo Street
Simi Valley, CA 93063

SECTION 5. CHEF IT UP!'S OPERATIONAL RESPONSIBILITIES

5.1 Chef It Up! shall be responsible for obtaining, at Chef It Up!’s sole expense, all permits, products and services necessary to provide a quality food and beverage service (including the sale of alcohol), including, but not limited to, food and beverages, maintenance of the Premises, employment, training and supervision of Concession personnel with appropriate qualifications and experience to perform all tasks related to the operation, maintenance, and repair of the Premises, and all licenses and permits necessary for the operation of the Concession granted.

5.2 Concession Operations

5.2.1 The Concession must be open for business every day of the year, including Christmas, no later than thirty (30) minutes before the first tee-off time, and it shall close no sooner than thirty (30) minutes after dark.
5.2.2 Chef It Up! must utilize the Mobile Food and Beverage Cart ("Beverage Cart") for sales on all weekends, holidays (as listed below), and during major tournaments as identified by Golf Course staff. Holidays shall include New Year’s Day, Martin Luther King’s Birthday, Washington’s Birthday/President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, and Christmas Day.

5.2.3 The Concession must be available to the Golf Course and its clientele at all times when the Golf Course is being used by its patrons. At no time will Chef It Up!’s private rentals interfere with use of the Premises by the Golf Course for tournaments or other events.

5.2.4 Chef It Up! shall market, advertise and promote the use of the Premises for the food and beverage Concession at its own expense.

5.2.5 Chef It Up! shall arrange for all rental agreements, including all billings and payments, for catering and rental services.

5.2.6 Chef It Up! shall assume responsibility for complete staffing of the food and beverage Concession, including hiring, supervision and general employment practices.

5.2.7 Chef It Up! shall respond promptly to all complaints from patrons and report to the District regarding each complaint and resolution thereof.

5.2.8 Any event utilizing any outdoor area of the Premises, including the patio, scheduled to extend beyond normal hours of operation as specified in Section 5.2.1 are subject to prior written approval by District.

5.2.9 Chef It Up! shall provide banquet menus for use by golf course sales staff to use when booking tournaments. Chef It Up! shall cooperate with golf course tournament sales staff in the development of a mutually acceptable Banquet Event Order (BEO) form and tracking system to be used for tracking tournament food and beverage sales. Chef It Up! and golf course tournament sales staff shall cooperate to develop a mutually acceptable process for communicating with tournament customers, as well as planning, preparing for and executing banquets.

5.3 Merchandise and Price Schedules

5.3.1 Chef It Up! shall offer the public a full range selection of breakfast, luncheon and fast-food items and beverages, including beer and wine. A hamburger, soda and fries combo is required. Sale of alcoholic beverages must comply with the rules and regulations of the California Alcoholic Beverage Control Board.

5.3.2 Chef It Up! shall offer for sale only foods and beverages of such quality as judged acceptable by District. All of the food items served at the food and beverage Concession shall be fresh and appealing in appearance. Substitutes for advertised products, fillers, dilutions, or reductions in size of standard manufactured or processed products shall not be permitted.
5.3.3 District shall have the right to inspect and approve, in the presence of Chef It Up!, all products to be sold by Chef It Up!. Any products found not to be in compliance with the requirements of this Agreement shall be subject to rejection by District. In the event District should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

5.3.4 Within sixty days of the Effective Date of this Agreement, Chef It Up! shall provide District with a Concession menu, including proposed prices. The menu and pricing are subject to approval by District.

5.3.5 The District may allow the sale of distilled spirits at the golf course during special events such as wedding receptions and banquets. Prior written approval by the District is required, and will be granted on a case-by-case basis. If allowed, Chef It Up! will be responsible for obtaining any and all required licenses and permits.

5.4 Golf Organizations

5.4.1 Chef It Up! acknowledges that at the Golf Course, District recognizes the respective Men's and Women's Golf Clubs of record. These clubs have, over a long period of time, been helpful in the operation, programming and improvement of the Golf Course facility. Without granting special privileges to any person or group, Chef It Up! agrees to encourage and cooperate with these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, Chef It Up! agrees to cooperate and consult with other responsible community organizations that use the Golf Course facility.

5.5 Equipment, Furnishings, and Expendables

5.5.1 The equipment, furnishings, and fixtures owned by District that shall remain in the Premises for use by Chef It Up! in operating the Concession, are listed in Exhibit B. These items of equipment, furnishings, and fixtures shall remain the property of District and shall remain on the Premises, and may be used by Chef It Up!. Care, reasonable repair and replacement of the inventory of equipment, furnishings and fixtures shall be the responsibility of Chef It Up!.

5.5.2 Chef It Up! shall be responsible for any damage or loss arising from Chef It Up!'s abuse or negligent use of any District-owned property or equipment, whether on or outside the Premises.

5.5.3 No equipment, furnishings, or fixtures provided by District shall be removed or replaced by Chef It Up! without the prior written consent of District. If consent is securec, such removal and/or replacement shall be at the expense of Chef It Up!. District may, at its sole discretion, fund the purchase of new or replacement equipment, furnishings, or fixtures.

5.5.4 Any and all additional equipment, furnishings and expendables required for said Concession shall be purchased and installed by Chef It Up! at its sole expense and shall remain its personal property. If upon termination of this Agreement, District does not renew said Agreement, Chef It Up! shall have the right to
remove its own equipment, furnishings and expendables, but not fixtures or improvements, from the Premises, and shall be allowed a period of thirty (30) days to make such removal. Any such removal shall be done in a way that minimizes the disruption to Concession business operations. If not removed within that period, said equipment furnishings and expendables shall become the property of District.

5.5.5 If District determines that equipment, furnishings and expendables of Chef It Up! left on the Premises by Chef It Up! should be removed, District may remove and dispose of them, and the cost of doing so shall be paid by Chef It Up! within thirty (30) days following submittal of a request for reimbursement by District.

5.6 Maintenance, Refurbishing and Repair of Equipment/Premises

5.6.1 Chef It Up! shall, at all times and at its own expense, keep and maintain the Premises, including all equipment, exposed plumbing and plumbing fixtures, whether owned and/or installed by Chef It Up! or District, in good repair and in a first class, neat, clean and wholesome condition at all times. Chef It Up!’s responsibility for plumbing ends once the plumbing enters the wall.

5.6.2 Chef It Up! shall clean all food preparation equipment daily. Walls, ceilings and floors shall be kept free of grease and dirt and shall be cleaned regularly. Countertops and tables shall be kept clean and dry at all times.

5.6.3 Chef It Up! shall remove and stack out of sight of public view all dirty utensils, pots, pans, table linens, dishes, flatware, glasses and other items. All such items shall be spotless and dry when offered to patrons.

5.6.4 Chef It Up! shall vacuum the dining room at least once a day, wash the dining room windows on an as-needed basis, perform maintenance and daily cleaning of the patio area, and bus the tables in the dining room and patio areas.

5.6.5 Grease shall not be poured down drains, but shall be disposed of in containers. Chef It Up! shall, at its own expense, arrange for grease pickup and removal from the premises.

5.6.6 Chef It Up! shall be responsible for telephone charges in excess of the basic monthly access fees (i.e., long distance calls) for the telephone line assigned to the Concession. Chef It Up! shall also be responsible for any telephone advertising costs for the line assigned to the Concession.

5.6.7 Chef It Up! shall be responsible for the maintenance, cleaning and operation of the Cart as identified in Exhibit B. Chef It Up! shall provide a trash receptacle on the Cart for use by customers. Chef It Up! shall not sell any items in glass containers from the Cart. Chef It Up! shall be responsible for maintenance and cleanliness of the Cart storage area.

5.7 Improvements. No capital improvements are required as part of this Concession Agreement. However, the District will consider all reasonable capital improvements and/or clubhouse furnishings proposed which are conducive to the enhancement and
increased revenue of the food and beverage facility. Acceptance of this Concession Agreement does not constitute approval of proposed improvements and/or installation of clubhouse furnishings. All laws must be complied with before the Concessionaire will be permitted to make any capital improvements to the concession.

SECTION 6. DISTRICT RESPONSIBILITIES

6.1 District shall allow Chef It Up! access to the Premises for purpose of Chef It Up! complying with this Agreement. District shall also allow Chef It Up! access to the Golf Course for purpose of complying with the requirement that Chef It Up! operate the Beverage Cart on the Golf Course. District shall allow Chef It Up!'s contractors and vendors access across those portions of the Golf Course that are necessary for Chef It Up!'s contractors and vendors to access in order to reach the Premises and supply Chef It Up! with the goods and services necessary for Chef It Up! to complete its Operational Responsibilities.

6.2 District shall pay for all electric, gas, water, internet, and cable television services associated with the operation of the Concession on the Premises. District shall provide one telephone line to the food and beverage facility that shall have a separate telephone number and may be listed under the name of the Concession, and one analog telephone line that may be used for credit card processing and/or a separate fax machine.

6.3 District shall maintain the structure's foundations, bearing and exterior walls (including glass, doors, and window frames), subflooring and roof (including gutters and downspouts) on the Premises.

6.4 District shall maintain all major building systems, including HVAC system, electrical system, plumbing and sewer systems on the Premises.

6.5 District shall maintain all surrounding grounds, including planters, irrigation systems, walkways and parking lot on the Golf Course.

6.6 District shall maintain all interior and exterior electrical fixtures, and replace all interior and exterior lights as needed on the Premises.

6.7 District shall steam clean the dining room carpet on a regular or as-needed basis.

6.8 District shall maintain the pro shop, main entrance area, and public restrooms in a first class, neat, clean and wholesome condition at all times.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

7.1 It is expressly understood and agreed between Chef It Up! and District that Chef It Up! is an independent contractor and not an agent, servant, employee, or representative of District in the performance of Concession services. No term or provision of this Agreement, or act of Chef It Up! or District under this Agreement, shall be construed as changing this status. Since Chef It Up! is an independent contractor, District shall not be providing Chef It Up! with any of District's employee benefits or with any other statutory benefits, such as Workers' Compensation coverage. District shall not pay withholding
taxes, social security taxes, employment insurance contributions and/or payroll taxes for Chef It Up! and Chef It Up!’s employees. Chef It Up! must make any and all financial reports in connection with taxes or otherwise as required by state, federal, or local law applicable to a self-employed person/entity.

7.2 Chef It Up! is solely responsible for providing to its employees all legally required employee benefits. District is not responsible for payment of any salaries, wages or compensation to any of Chef It Up!’s personnel.

SECTION 8. INDEMNITY

8.1 To the fullest extent permitted by law, Chef It Up!, at its sole cost and expense, shall defend, indemnify, and hold harmless District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as “Indemnities”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of attorneys or other professionals, and all costs associated therewith (hereinafter collectively referred to as “Liabilities”), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Chef It Up! or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement, or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnities. This indemnity provision survives the termination of this Agreement or final payment by District hereunder and is in addition to any other rights or remedies which District may have under the law or under this Agreement. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee’s right to recover from Chef It Up! under this indemnity provision.

SECTION 9. INSURANCE

9.1 Chef It Up! shall, for the term of this Agreement and any extensions of this Agreement, maintain, at its own expense, valid and collectible insurance as required below, and provide certificates to District reflecting compliance with these insurance requirements. This insurance shall not affect Chef It Up!’s liability under the indemnification provisions detailed in Section 8.

9.2 General Liability Insurance

9.2.1 Commercial general liability insurance providing broad form comprehensive general liability insurance including bodily injury liability and property damage liability as to all coverage.

9.2.2 The limit of liability must be at least $1,000,000 per person with not less than a $2,000,000 aggregate limit.
9.2.3 The following endorsements/coverage shall be included in the policy:

   a. Contractual liability insurance coverage expressly designating this Agreement;

   b. Products and completed operations liability coverage;

   c. Owner's and contractor's protective liability coverage;

   d. Broad Form Comprehensive General Liability endorsement including, but not limited to, personal and advertising injury liability coverage, premises medical payments coverage, fire legal liability coverage, broad form property damage liability coverage, and extended bodily injury coverage;

   e. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;

   f. The policy and all coverage thereunder shall be written on an occurrence basis, rather than a claims-made basis;

   g. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;

   h. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and

   i. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

9.3. Automotive Insurance

9.3.1 Commercial business automotive liability insurance. Chef It Up! shall require any subcontractor to provide it with evidence of the same commercial business automotive liability insurance coverage.

9.3.2 The amount of insurance shall be at least $1,000,000 per person or occurrence.

9.3.3 The following endorsements/coverage shall be included in the policy:

   a. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;

   b. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;
c. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and

d. The policy covers use of any automobile; and

e. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

9.4 Workers' Compensation Insurance

9.4.1 Workers' Compensation and employer's liability insurance for all of its employees. In lieu of evidence of Workers' Compensation Insurance, District shall accept a self-insuring certificate from the State of California. Chef It Up! shall require any subcontractor to provide it with evidence of Workers' Compensation and employer's liability insurance, all in strict compliance with California state laws.

9.4.2 The following endorsements/coverage shall be included in the policy:

a. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by District;

b. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers;

c. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

SECTION 10. FAITHFUL PERFORMANCE BOND

10.1 Chef It Up! shall provide a Faithful Performance Bond or the equivalent in cash for the duration of this Agreement in the amount of Twelve Thousand Dollars ($12,000.00). Said bond is required prior to execution of this Agreement and shall be in the form of a financial instrument preapproved by District.

10.2 Within sixty (60) days of completion or termination of this contract, District shall return the amount of the Faithful Performance Bond to Chef It Up!, less any damages or delinquent payments which District may offset against this Bond.

SECTION 11. COMPLIANCE WITH LAWS

11.1 Chef It Up! must comply with all federal, state, county and city laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Concession services. If Chef It Up! observes that any provision of the Agreement is at variance with any applicable law, ordinance, rule, or regulation, Chef It Up! must promptly notify District in writing. If Chef It Up! performs any work knowing such work to be contrary to any laws, ordinances, regulations, or rules, Chef It Up! thereby assumes full responsibility therefor and bears any costs and liability attributable thereto.
SECTION 12. TAXES

12.1 Chef It Up! shall pay all taxes of whatever character which may be levied or charged upon Chef It Up! to use the Premises for the Concession, or upon Chef It Up!'s improvements, fixtures, equipment or other property, or upon Chef It Up!'s operations, including but not limited to the City of Simi Valley Business Tax and the County of Ventura Possessory Interest Tax.

SECTION 13. PERMITS AND LICENSES

13.1 Chef It Up! must procure and maintain, at its sole cost, all necessary permits and licenses during the term of the Agreement, including but not limited to each of the following: City of Simi Valley business license, County of Ventura Environmental Health Department permit for food and beverage operations, County of Ventura Environmental Health Department food handler permit, California State Alcoholic Beverage Control Board liquor license, and California State Board of Equalization sales permit.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING

14.1 The particular qualities and characteristics of Chef It Up! form the basis for District selecting Chef It Up! to provide the Concession. Chef It Up! shall not assign, delegate or subcontract any of the Concession services to be provided by Chef It Up! without prior express written approval of District. In the event of an assignment of this Agreement, or any of the rights or obligations of Chef It Up! under it, Chef It Up! remains fully responsible for the satisfactory performance of the services even though some or all of those services are performed by an assignee or subcontractor. The assignee or subcontractor shall be fully bound by the provisions of the Agreement, including all indemnity provisions.

SECTION 15. EMPLOYEE QUALIFICATIONS

15.1 Chef It Up! must assign only qualified, trained, courteous, competent, and reliable personnel to perform the Concession services. District has the right to require Chef It Up! to remove from District premises any employee of Chef It Up!.

15.2 Chef It Up! has a continuing obligation to provide to District an up-to-date list of all employees assigned to perform the Concession services.

15.3 Chef It Up!'s employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be tolerated.

15.4 Chef It Up!'s employees shall at all times be neatly and cleanly uniformed at no expense to District. Chef It Up!'s employees must meet all sanitary standards prescribed for restaurant employees.

15.5 Chef It Up!'s employees must possess the ability to communicate with the public and staff. District's determination of effective communication is final.

SECTION 16. DISTRICT ACCESS TO PREMISES
16.1 District shall be permitted access to any and all areas of the Premises to perform repairs and maintenance and to perform regular building inspections on the Premises at all reasonable times.

SECTION 17. NONDISCRIMINATION

17.1 Chef It Up!, with regard to the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of all employees, and in the provision of Concession services and sale of products.

SECTION 18. DAMAGE OR DESTRUCTION TO PREMISES

18.1 If all or a portion of the Premises are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy or other casualty, the same may be repaired by District at its sole option and its own cost and expense. Should the damage render the Premises or a portion thereof uninhabitable or unusable for Concession operations, then a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Premises are fully restored and certified by District as again ready for use.

18.1.2 If, after a reasonable time as solely determined by District, such damage or destruction of the Premises has not been repaired or reconstructed, Chef It Up! or District may terminate this Agreement in its entirety as of the date of such damage or destruction.

18.1.3 Notwithstanding the foregoing, if the Premises, or a substantial portion thereof, are damaged or destroyed as a result of the negligent acts or omissions of Chef It Up!, its agents, officers, or employees, District may, in its discretion, require Chef It Up! to repair and reconstruct the Premises, or the District may perform such repairs and reconstruction. If the District does so, Chef It Up! shall be responsible for reimbursing District for the costs and expenses incurred in making such repairs. Chef It Up! shall continue paying District rent as determined above during the rebuilding of the facility.

SECTION 19. TERMINATION

19.1 Either party may terminate this Agreement, with or without cause, by 60 days written notice to the other party.

SECTION 20. CONSEQUENTIAL DAMAGES

20.1 District shall not be liable hereunder for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence), or strict liability including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers resulting from a party's performance or nonperformance of its obligations under this Agreement, or in the event of suspension or termination of this Agreement.
SECTION 21. RETURN TO SAME CONDITION

21.1 At the conclusion of the term of this Agreement or any extension of it, Chef It Up! shall return the Premises to District in the same condition and state of repair as existed at the commencement of this Agreement, reasonable wear and tear excepted. Any expenses incurred by District in returning the Premises to that condition shall be paid by Chef It Up! to District within thirty (30) days following District's request for payment.

SECTION 22. INCORPORATION OF PROPOSAL

22.1 Chef It Up! shall substantially comply with the representations made in "Chef It Up! LLC – Proposal to: Rancho Simi Recreation and Park District for the Simi Hills Golf Course Food and Beverage Concession Operation March 2014" ("Proposal") submitted to District on March 5, 2010, which Proposal is attached hereto as Exhibit C, and by this reference incorporated herein.

22.2 In the event of a conflict between the Proposal and this Agreement, the Agreement shall control.

SECTION 23. COMPLETE AGREEMENT

23.1 This written Agreement, including all exhibits specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein below written.

Date: ______________________  RANCHO SIMI RECREATION AND PARK DISTRICT

By: _______________________
    Larry Peterson, General Manager

Date: ______________________  Chef It Up! LLC

By: _______________________
    Michael Floyd, Owner

APPROVED AS TO FORM:

____________________________
Brian Pierik, Legal Council
EXHIBIT A

Graphic Depiction of the Premises
**EXHIBIT B**

**Furniture, Fixtures & Equipment Inventory**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
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<tr>
<td>1</td>
<td>Patio sets (large table, loveseat, 2 chairs)</td>
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</tr>
<tr>
<td>2</td>
<td>Patio sets (bistro table, 4 chairs)</td>
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</tr>
<tr>
<td>3</td>
<td>Dining room tables, 60” round.</td>
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</tr>
<tr>
<td>4</td>
<td>Dining room tables, 48” square</td>
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<td>Standard folding tables</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Framed golf pictures, various scenes</td>
<td>10</td>
</tr>
<tr>
<td>9</td>
<td>Large, flat-panel TV, suspended from ceiling</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Wooden trash can containers</td>
<td>3</td>
</tr>
<tr>
<td>11</td>
<td>Large, 3-panel menu board</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Snack cart, wheeled, for displaying chips and snacks</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Flat-top stove/oven</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Double-basket deep fryer</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>Medium, two-door sandwich station</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td>Single-tap beer keg cooler</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>Microwave oven</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>48” two-door reach-in refrigerator</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>24” one-door reach-in refrigerator</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>48” two-door reach-in freezer</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td>Stainless steel prep table</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>Heavy-duty manual can opener</td>
<td>1</td>
</tr>
<tr>
<td>23</td>
<td>Three-sink dishwashing station</td>
<td>1</td>
</tr>
<tr>
<td>24</td>
<td>Medium, two-shelf rolling tray</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>Three-shelf, beer storage rack</td>
<td>1</td>
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<tr>
<td>26</td>
<td>Five-shelf, open storage racks</td>
<td>4</td>
</tr>
<tr>
<td>27</td>
<td>Two-compartment, top-load, reach-in beer cooler</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td>Heavy-duty, 48”, ice machine</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td>Commercial-grade, four-burner, stainless steel BBQ</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>EZ-Go “Refresher” beverage cart</td>
<td>1</td>
</tr>
</tbody>
</table>
EXHIBIT C

“Chef It Up! LLC – Proposal to the Rancho Simi Recreation and Park District for Simi Hills Golf Course Food and Beverage Concession Operation – March 2014” submitted March 6, 2014
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:        April 3, 2014
TO:          District Manager
FROM:        Golf Course Manager

SUBJECT: Approval of Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course

SUMMARY

The District’s Agreement with Monterey Concessions Group for the operation of the Food and Beverage Concession at Simi Hills Golf Course expires at midnight on April 30, 2014. On February 6, 2014, the Board approved Staff’s request to issue a Request for Proposals for a new concessionaire for the course.

District staff advertised the RFP in both the Daily News and the Ventura County Star, as well as in the Simi Hills Golf Course and the Chamber of Commerce newsletters. In total, 14 potential candidates requested proposal packages. On March 7th, 2014, four proposals were received. Proposals were received from the following individuals or companies: Monterey Concessions (current concessionaire), Chef It Up! LLC, Asheesh Danee and Tim McClellan.

The four proposals were carefully reviewed and research was conducted on the current businesses of all four proposers. Unfortunately, as a result of the review, the proposals from Mr. Danee and Mr. McClellan were found to be non-compliant with the requirements in the RFP. Both proposals lacked submissions which were required per the RFP and were therefore not further considered.

On March 18, 2014, the two qualified proposers were interviewed by a Selection Panel comprised of Golf Course Manager Brian Reed, Golf Course Marketing and Operations Assistant Jackie Cochran, Simi Hills Men’s Golf Club President Lowell Schultze and Simi Hills Women’s Golf Club President Joann Zgonc.

Upon review, it was the unanimous consensus of the Selection Panel that Chef It Up! LLC should be selected as the new Food and Beverage Concessionaire at Simi Hills Golf Course, pending a full credit check.

The owner of Chef It Up! LLC, Michael Floyde, has broad experience in food and beverage management, including previous experience working at Simi Hills Golf Course under American Golf Corporation as the Food and Beverage Director. His background is highlighted by experience with the Playboy Mansion, The Borderline in Thousand Oaks, Sunset Terrace, California Pizza Kitchen and most recently at Hyatt Hotels as an Executive Sous Chef. Additionally, he was the alternate proposer for the Simi Hills concession four years ago when Monterey Concessions was selected.
The attached Concession Agreement between the District and Chef It Up! provides for a three-year term beginning May 1, 2014. The District, at its option, may extend the Agreement for two additional years at the same terms and conditions stated in the Agreement.

Chef It Up has agreed to pay the District rent in the amount of 10% on food and beverage revenue and 12% of banquet revenue with a monthly minimum of $2,200. This is a slight reduction from the current Agreement, which is 10% and 15% respectively, but Staff, and the Selection Panel, feels confident that Chef It Up will create higher revenues as a result of their marketing and operations plans than the current concessionaire has created. This should result in additional rental revenues to the District.

FISCAL IMPACT:

It is anticipated that revenues generated by Chef It Up will exceed the $32,700 average annual revenues generated by the current concessionaire.

BOARD ACTION REQUESTED:

Staff requests the Board approve the attached Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course and authorize the District Manager to sign the Agreement and proceed with the implementation of it.

[Signature]
Brian Reed, Golf Course Manager
AGREEMENT
BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND CHEF IT UP! LLC FOR THE OPERATION OF THE FOOD AND BEVERAGE SERVICE CONCESSION AT SIMI HILLS GOLF COURSE

THIS AGREEMENT, effective as of May 1, 2014 ("Effective Date") is entered into by and between Rancho Simi Recreation and Park District (hereinafter "District"), 1692 Sycamore Drive, Simi Valley, California 93065, and Chef It Up! LLC (hereinafter "Chef It Up!"), 1772-J Avenida de los Arboles, Suite #377, Thousand Oaks, California 91362.

WITNESSETH

WHEREAS, the District owns the Simi Hills Golf Course located at 5031 Alamo Street, Simi Valley ("Golf Course"); and

WHEREAS, located at the Golf Course is a food and beverage facility ("Premises") more fully identified and described in Section 1 of this Agreement; and

WHEREAS, the principal purpose of District in entering into the Agreement is to serve the public by providing a food and beverage concession at the premises to serve golfers at the Golf Course and the public generally ("Concession"); and

WHEREAS, the District advertised for proposals for the operation of the Golf Course Food and Beverage Concession at the Premises; and

WHEREAS, the District received and carefully analyzed four (4) proposals received on March 7, 2014, including the proposal submitted by Chef It Up!; and

WHEREAS, the District determined that Chef It Up! was the best responsible proposer and selected said proposer to operate the Concession in accordance with the terms and conditions of this Agreement; and

WHEREAS, Chef It Up! desires to secure and enter into an Agreement in accordance with the foregoing and undertakes to provide services of the type and character required therein by District to meet the needs of the public at the Golf Course Food and Beverage Concession;

NOW THEREFORE, in consideration of their mutual promises, obligations assumed, releases given, payments made and to be made, and the other considerations set forth herein, the parties hereto agree as follows:

SECTION 1. PREMISES

1.1 Premises is defined as the food and beverage facility located adjacent to the pro shop inside the clubhouse at the Golf Course. Premises includes a 1,058 s.f. dining area, 185 s.f. snack bar, a combined total of 341 s.f. support area/storage space, and a covered patio which can seat up to 144 persons, all of which are graphically depicted in Exhibit A.
SECTION 2. CONCESSION GRANTED

2.1 Chef It Up! is hereby granted the right and privilege to furnish, equip, operate and maintain the Concession at the Premises and, as described in Section 5, on the Golf Course.

2.2 Notwithstanding Chef It Up! 's right to furnish and equip the Concession, District reserves the right to further develop or improve the Premises as it sees fit, and without interference or hindrance; however, District may consider the desires and views of Chef It Up! in planning for further development and improvements.

2.3 Chef It Up! shall be the exclusive provider of food and beverages at the Golf Course.

2.3.1 Chef It Up! shall have exclusive rights to provide all food and beverages at the Golf Course. With the exception of District-sponsored events as described below, Golf Course patrons shall not be allowed to bring outside food and beverages onto the Golf Course.

2.3.2 Chef It Up! shall be expected to cooperate with District personnel on all matters relative to the conduct of District-sponsored events. Chef It Up! is granted the right of first refusal to provide food or beverages at District-sponsored events at or in proximity to the Premises defined under this Agreement, should Chef It Up!'s menu be appropriate for the event as determined by District.

2.3.3 District reserves the right to allow food and beverages to be brought into the Golf Course for designated District-sponsored events. This food and beverage shall be served independent of Chef It Up!.

SECTION 3. TERM

3.1 The Term of this Agreement is from May 1, 2014 through April 30, 2017, terminating at midnight, unless terminated earlier as may be provided herein.

3.2 Three (3) months prior to the conclusion of the three (3) year term of this Agreement, District, at its option, shall have the right to extend this Agreement for up to two (2) additional years on the same terms and conditions as are set forth in this Agreement.

SECTION 4. CONCESSION RENTAL FEE AND REPORTING

4.1 Payments

4.1.1 As consideration for District's granting the Concession rights set forth herein, Chef It Up! agrees to pay District a monthly fee equal to the greater of:

   a. the minimum monthly rent of $2,200.00, or

   b. the sum of:
• ten percent (10%) of Gross Receipts from food and non-alcoholic beverages, and all other Concession sales, including sales resulting from any and all golf course related events; plus

• ten percent (10%) of Gross Receipts from alcoholic beverages sales, including sale of alcoholic beverages resulting from any and all Golf Course related events; plus

• twelve percent (12%) of the Gross Receipts generated by the provision of additional services unrelated to the day-to-day operations of the Concession and the Golf Course. Examples of additional services include Golf Course facility rentals for catering of meetings, after-hours events, parties, luncheons, and banquets for individuals, groups, companies or organizations that are not connected to golf events originated through the Golf Course. It is agreed that the Gross Receipts includes revenue generated by the sale of all food and beverages and alcoholic beverages, and excludes rental fees for furniture, canopies, place settings, linens, etc., supplied for an event through Chef It Up!

4.1.2 The rental payment to be paid by Chef It Up! to District shall be payable in monthly installments during each year of the term of the Agreement. Chef It Up! shall pay District the fee set forth in Section 4 on or before 5:00 p.m. on the 15th day of the month following the prior month’s end. For example, rent for the month of May 2014 will be due on or before 5:00 p.m. on June 15, 2014.

4.1.3 Monthly rent shall commence effective May 1, 2014, and the first payment will be due no later than 5:00 pm on June 15, 2014.

4.1.4 As used herein, the term Gross Receipts is defined to mean the total amount charged or received for the sale of any goods, wares, or merchandise, or for the performance of any act or service (whether such act or service is done as part of or in connection with the sale of goods, wares, merchandise or not), for which a charge is made or credit is allowed, including all receipts, cash, credits, and property of any kind or nature. Gross Receipts does not include service tip charges or any sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Chef It Up!

4.1.5 If the termination of this Agreement falls on any date other than the first or last day of any calendar month, the applicable rental payment for said month, if it is based on the minimum guaranteed monthly rental, shall be paid by Chef It Up! to District pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

4.1.6 The District is planning to make renovations to the Golf Course and Clubhouse during the term of this Concession Agreement. Those renovations are tentatively scheduled to begin in December 2015, and are anticipated to be completed in March 2016. The driving range and clubhouse will remain open during this construction, which will require the Concession to remain open also. Since Concession revenues will be substantially reduced during this period, the District
will waive all rent due during this closure. Exact dates of this construction period are yet to be determined and will be provided when available.

4.2 Late Payment

4.2.1 Failure of Chef It Up! to pay any of the rental payments or any other fees, charges or payments required herein on time is a breach of this Agreement for which District may terminate same or take such other legal action as it deems necessary. District expects all compensation to be paid on time and Chef It Up! agrees to pay on time. Payments received by District at the District's office after the due date shall be considered late.

4.2.2 Without waiving any rights available at law, in equity or under the Agreement in the event of late or delinquent payment by Chef It Up!, the latter recognizes that District shall incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Chef It Up! agrees to pay District a late fee set forth below to compensate District for all expenses and/or damages and loss resulting from said late or delinquent payments.

4.2.3 An initial late fee of three hundred thirty-three dollars ($333.00) will be charged for any amount of rent which remains unpaid as of 5:00 p.m. on the 15th day of the month following the prior month's end. An additional late fee of twenty-three dollars ($23.00) per day will be charged for each additional day during which any amount of rent remains unpaid. For example, if Chef It Up! pays the rent due for the month of May 2010 by 5:00 p.m. on June 20, 2010, a total of $402.00 in late fees is due ($333.00 is due on June 16, and an additional $23.00 per day is due for June 17, 18, and 19).

4.3 Additional Fees and Charges

4.3.1 If District pays any sum or incurs any obligations or expense which Chef It Up! has agreed to pay or reimburse District for, or if District is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect or refusal of Chef It Up! to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of Chef It Up! contrary to said conditions, covenants and agreements, Chef It Up! agrees to pay to District the sum so paid or the expense so incurred, including all interest, costs, damages and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by District in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 4 hereof.

4.3.2 For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by District for any work done or material furnished shall be prima facie evidence against Chef It Up! that the amount of such payment was necessary and reasonable. Should District elect to use its own operating and/or maintenance personnel in making any repairs, replacements and/or alterations and to charge Chef It Up! with the cost of same, receipts and timesheets shall be used to
establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by Chef It Up!.

4.4 Reports

4.4.1 Chef It Up! shall transmit with its rental payment a Monthly Gross Receipts and Rent Report for the month for which rent is submitted. The completed form shall include a statement of Gross Receipts by source of sales, and such other information as District may properly require. Chef It Up! agrees to provide the following:

a. A separate monthly accounting of food and non-alcoholic beverage sales, and all other Concession sales at the 10% compensation rate; and

b. A separate monthly accounting of alcoholic beverage sales at the 10% compensation rate; and

c. A separate monthly accounting of the Gross Receipts generated by non-golf related events at the 12% compensation rate.

4.4.2 Chef It Up! shall maintain a system of books and records in accordance with generally accepted accounting principles reflecting all revenues received and expenses incurred. Said records and the operations of Chef It Up! shall be available for audit by District or its designated representative at reasonable times and upon reasonable notice.

4.4.3 Chef It Up! shall mail or deliver all payments and reports to:

Simi Hills Golf Course
Attn: Brian Reed
5031 Alamo Street
Simi Valley, CA 93063

SECTION 5. CHEF IT UP!'S OPERATIONAL RESPONSIBILITIES

5.1 Chef It Up! shall be responsible for obtaining, at Chef It Up!’s sole expense, all permits, products and services necessary to provide a quality food and beverage service (including the sale of alcohol), including, but not limited to, food and beverages, maintenance of the Premises, employment, training and supervision of Concession personnel with appropriate qualifications and experience to perform all tasks related to the operation, maintenance, and repair of the Premises, and all licenses and permits necessary for the operation of the Concession granted.

5.2 Concession Operations

5.2.1 The Concession must be open for business every day of the year, including Christmas, no later than thirty (30) minutes before the first tee-off time, and it shall close no sooner than thirty (30) minutes after dark.
5.2.2 Chef It Up! must utilize the Mobile Food and Beverage Cart ("Beverage Cart") for sales on all weekends, holidays (as listed below), and during major tournaments as identified by Golf Course staff. Holidays shall include New Year’s Day, Martin Luther King’s Birthday, Washington’s Birthday/President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, and Christmas Day.

5.2.3 The Concession must be available to the Golf Course and its clientele at all times when the Golf Course is being used by its patrons. At no time will Chef It Up!’s private rentals interfere with use of the Premises by the Golf Course for tournaments or other events.

5.2.4 Chef It Up! shall market, advertise and promote the use of the Premises for the food and beverage Concession at its own expense.

5.2.5 Chef It Up! shall arrange for all rental agreements, including all billings and payments, for catering and rental services.

5.2.6 Chef It Up! shall assume responsibility for complete staffing of the food and beverage Concession, including hiring, supervision and general employment practices.

5.2.7 Chef It Up! shall respond promptly to all complaints from patrons and report to the District regarding each complaint and resolution thereof.

5.2.8 Any event utilizing any outdoor area of the Premises, including the patio, scheduled to extend beyond normal hours of operation as specified in Section 5.2.1 are subject to prior written approval by District.

5.2.9 Chef It Up! shall provide banquet menus for use by golf course sales staff to use when booking tournaments. Chef It Up! shall cooperate with golf course tournament sales staff in the development of a mutually acceptable Banquet Event Order (BEO) form and tracking system to be used for tracking tournament food and beverage sales. Chef It Up! and golf course tournament sales staff shall cooperate to develop a mutually acceptable process for communicating with tournament customers, as well as planning, preparing for and executing banquets.

5.3 Merchandise and Price Schedules

5.3.1 Chef It Up! shall offer the public a full range selection of breakfast, luncheon and fast-food items and beverages, including beer and wine. A hamburger, soda and fries combo is required. Sale of alcoholic beverages must comply with the rules and regulations of the California Alcoholic Beverage Control Board.

5.3.2 Chef It Up! shall offer for sale only foods and beverages of such quality as judged acceptable by District. All of the food items served at the food and beverage Concession shall be fresh and appealing in appearance. Substitutes for advertised products, fillers, dilutions, or reductions in size of standard manufactured or processed products shall not be permitted.

SHGC F&B Service Concession Agreement
RSRPD – Chef It Up! LLC

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5.3.3 District shall have the right to inspect and approve, in the presence of Chef It Up!, all products to be sold by Chef It Up!. Any products found not to be in compliance with the requirements of this Agreement shall be subject to rejection by District. In the event District should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

5.3.4 Within sixty days of the Effective Date of this Agreement, Chef It Up! shall provide District with a Concession menu, including proposed prices. The menu and pricing are subject to approval by District.

5.3.5 The District may allow the sale of distilled spirits at the golf course during special events such as wedding receptions and banquets. Prior written approval by the District is required, and will be granted on a case-by-case basis. If allowed, Chef It Up! will be responsible for obtaining any and all required licenses and permits.

5.4 Golf Organizations

5.4.1 Chef It Up! acknowledges that at the Golf Course, District recognizes the respective Men’s and Women’s Golf Clubs of record. These clubs have, over a long period of time, been helpful in the operation, programming and improvement of the Golf Course facility. Without granting special privileges to any person or group, Chef It Up! agrees to encourage and cooperate with these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, Chef It Up! agrees to cooperate and consult with other responsible community organizations that use the Golf Course facility.

5.5 Equipment, Furnishings, and Expendables

5.5.1 The equipment, furnishings, and fixtures owned by District that shall remain in the Premises for use by Chef It Up! in operating the Concession, are listed in Exhibit B. These items of equipment, furnishings, and fixtures shall remain the property of District and shall remain on the Premises, and may be used by Chef It Up!. Care, reasonable repair and replacement of the inventory of equipment, furnishings and fixtures shall be the responsibility of Chef It Up!.

5.5.2 Chef It Up! shall be responsible for any damage or loss arising from Chef It Up!’s abuse or negligent use of any District-owned property or equipment, whether on or outside the Premises.

5.5.3 No equipment, furnishings, or fixtures provided by District shall be removed or replaced by Chef It Up! without the prior written consent of District. If consent is securec, such removal and/or replacement shall be at the expense of Chef It Up!. District may, at its sole discretion, fund the purchase of new or replacement equipment, furnishings, or fixtures.

5.5.4 Any and all additional equipment, furnishings and expendables required for said Concession shall be purchased and installed by Chef It Up! at its sole expense and shall remain its personal property. If upon termination of this Agreement, District does not renew said Agreement, Chef It Up! shall have the right to
remove its own equipment, furnishings and expendables, but not fixtures or improvements, from the Premises, and shall be allowed a period of thirty (30) days to make such removal. Any such removal shall be done in a way that minimizes the disruption to Concession business operations. If not removed within that period, said equipment furnishings and expendables shall become the property of District.

5.5.5 If District determines that equipment, furnishings and expendables of Chef It Up! left on the Premises by Chef It Up! should be removed, District may remove and dispose of them, and the cost of doing so shall be paid by Chef It Up! within thirty (30) days following submittal of a request for reimbursement by District.

5.6 Maintenance, Refurbishing and Repair of Equipment/Premises

5.6.1 Chef It Up! shall, at all times and at its own expense, keep and maintain the Premises, including all equipment, exposed plumbing and plumbing fixtures, whether owned and/or installed by Chef It Up! or District, in good repair and in a first class, neat, clean and wholesome condition at all times. Chef It Up!’s responsibility for plumbing ends once the plumbing enters the wall.

5.6.2 Chef It Up! shall clean all food preparation equipment daily. Walls, ceilings and floors shall be kept free of grease and dirt and shall be cleaned regularly. Countertops and tables shall be kept clean and dry at all times.

5.6.3 Chef It Up! shall remove and stack out of sight of public view all dirty utensils, pots, pans, table linens, dishes, flatware, glasses and other items. All such items shall be spotless and dry when offered to patrons.

5.6.4 Chef It Up! shall vacuum the dining room at least once a day, wash the dining room windows on an as-needed basis, perform maintenance and daily cleaning of the patio area, and bus the tables in the dining room and patio areas.

5.6.5 Grease shall not be poured down drains, but shall be disposed of in containers. Chef It Up! shall, at its own expense, arrange for grease pickup and removal from the premises.

5.6.6 Chef It Up! shall be responsible for telephone charges in excess of the basic monthly access fees (i.e., long distance calls) for the telephone line assigned to the Concession. Chef It Up! shall also be responsible for any telephone advertising costs for the line assigned to the Concession.

5.6.7 Chef It Up! shall be responsible for the maintenance, cleaning and operation of the Cart as identified in Exhibit B. Chef It Up! shall provide a trash receptacle on the Cart for use by customers. Chef It Up! shall not sell any items in glass containers from the Cart. Chef It Up! shall be responsible for maintenance and cleanliness of the Cart storage area.

5.7 Improvements. No capital improvements are required as part of this Concession Agreement. However, the District will consider all reasonable capital improvements and/or clubhouse furnishings proposed which are conducive to the enhancement and
increased revenue of the food and beverage facility. Acceptance of this Concession Agreement does not constitute approval of proposed improvements and/or installation of clubhouse furnishings. All laws must be complied with before the Concessionaire will be permitted to make any capital improvements to the concession.

SECTION 6. DISTRICT RESPONSIBILITIES

6.1 District shall allow Chef It Up! access to the Premises for purpose of Chef It Up! complying with this Agreement. District shall also allow Chef It Up! access to the Golf Course for purpose of complying with the requirement that Chef It Up! operate the Beverage Cart on the Golf Course. District shall allow Chef It Up!’s contractors and vendors access across those portions of the Golf Course that are necessary for Chef It Up!’s contractors and vendors to access in order to reach the Premises and supply Chef It Up! with the goods and services necessary for Chef It Up! to complete its Operational Responsibilities.

6.2 District shall pay for all electric, gas, water, internet, and cable television services associated with the operation of the Concession on the Premises. District shall provide one telephone line to the food and beverage facility that shall have a separate telephone number and may be listed under the name of the Concession, and one analog telephone line that may be used for credit card processing and/or a separate fax machine.

6.3 District shall maintain the structure’s foundations, bearing and exterior walls (including glass, doors, and window frames), subflooring and roof (including gutters and downspouts) on the Premises.

6.4 District shall maintain all major building systems, including HVAC system, electrical system, plumbing and sewer systems on the Premises.

6.5 District shall maintain all surrounding grounds, including planters, irrigation systems, walkways and parking lot on the Golf Course.

6.6 District shall maintain all interior and exterior electrical fixtures, and replace all interior and exterior lights as needed on the Premises.

6.7 District shall steam clean the dining room carpet on a regular or as-needed basis.

6.8 District shall maintain the pro shop, main entrance area, and public restrooms in a first class, neat, clean and wholesome condition at all times.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

7.1 It is expressly understood and agreed between Chef It Up! and District that Chef It Up! is an independent contractor and not an agent, servant, employee, or representative of District in the performance of Concession services. No term or provision of this Agreement, or act of Chef It Up! or District under this Agreement, shall be construed as changing this status. Since Chef It Up! is an independent contractor, District shall not be providing Chef It Up! with any of District’s employee benefits or with any other statutory benefits, such as Workers’ Compensation coverage. District shall not pay withholding
taxes, social security taxes, employment insurance contributions and/or payroll taxes for Chef It Up! and Chef It Up!'s employees. Chef It Up! must make any and all financial reports in connection with taxes or otherwise as required by state, federal, or local law applicable to a self-employed person/entity.

7.2 Chef It Up! is solely responsible for providing to its employees all legally required employee benefits. District is not responsible for payment of any salaries, wages or compensation to any of Chef It Up!'s personnel.

SECTION 8. INDEMNITY

8.1 To the fullest extent permitted by law, Chef It Up!, at its sole cost and expense, shall defend, indemnify, and hold harmless District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of attorneys or other professionals, and all costs associated therewith (hereinafter collectively referred to as "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Chef It Up! or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement, or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees. This indemnity provision survives the termination of this Agreement or final payment by District hereunder and is in addition to any other rights or remedies which District may have under the law or under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover from Chef It Up! under this indemnity provision.

SECTION 9. INSURANCE

9.1 Chef It Up! shall, for the term of this Agreement and any extensions of this Agreement, maintain, at its own expense, valid and collectible insurance as required below, and provide certificates to District reflecting compliance with these insurance requirements. This insurance shall not affect Chef It Up!'s liability under the indemnification provisions detailed in Section 8.

9.2 General Liability Insurance

9.2.1 Commercial general liability insurance providing broad form comprehensive general liability insurance including bodily injury liability and property damage liability as to all coverage.

9.2.2 The limit of liability must be at least $1,000,000 per person with not less than a $2,000,000 aggregate limit.
9.2.3 The following endorsements/coverage shall be included in the policy:

a. Contractual liability insurance coverage expressly designating this Agreement;

b. Products and completed operations liability coverage;

c. Owner's and contractor's protective liability coverage;

d. Broad Form Comprehensive General Liability endorsement including, but not limited to, personal and advertising injury liability coverage, premises medical payments coverage, fire legal liability coverage, broad form property damage liability coverage, and extended bodily injury coverage;

e. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;

f. The policy and all coverage thereunder shall be written on an occurrence basis, rather than a claims-made basis;

g. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;

h. Chef It Up! and the insurance company waive all rights of subrogation and contribution against the Additional Insured; and

i. The policy may not be cancelled nor the above coverage/endorsements reduced without 60 days' written notice to District.

9.3. Automotive Insurance

9.3.1 Commercial business automotive liability insurance. Chef It Up! shall require any subcontractor to provide it with evidence of the same commercial business automotive liability insurance coverage.

9.3.2 The amount of insurance shall be at least $1,000,000 per person or occurrence.

9.3.3 The following endorsements/coverage shall be included in the policy:

a. Endorsement naming the Rancho Simi Recreation and Park District, its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "Additional Insured") as additional insured under the policy;

b. The coverage shall be primary for all purposes and noncontributing with any other applicable insurance coverage carried by the Additional Insured;
c. Chef It Up! and the insurance company waive all rights of subrogation and
collision against the Additional Insured; and

d. The policy covers use of any automobile; and

e. The policy may not be cancelled nor the above coverage/endorsements
reduced without 60 days' written notice to District.

9.4 Workers' Compensation Insurance

9.4.1 Workers' Compensation and employer's liability insurance for all of its
employees. In lieu of evidence of Workers' Compensation Insurance, District
shall accept a self-insuring certificate from the State of California. Chef It Up!
shall require any subcontractor to provide it with evidence of Workers'
Compensation and employer's liability insurance, all in strict compliance with
California state laws.

9.4.2 The following endorsements/coverage shall be included in the policy:

a. The coverage shall be primary for all purposes and noncontributing with any
other applicable insurance coverage carried by District;

b. Chef It Up! and the insurance company waive all rights of subrogation and
contribution against the Rancho Simi Recreation and Park District, its officers,
employees, elected officials, attorneys, members of boards and commissions,
agents, and volunteers;

c. The policy may not be cancelled nor the above coverage/endorsements
reduced without 60 days' written notice to District.

SECTION 10. FAITHFUL PERFORMANCE BOND

10.1 Chef It Up! shall provide a Faithful Performance Bond or the equivalent in cash for the
duration of this Agreement in the amount of Twelve Thousand Dollars ($12,000.00).
Said bond is required prior to execution of this Agreement and shall be in the form of a
financial instrument preapproved by District.

10.2 Within sixty (60) days of completion or termination of this contract, District shall return
the amount of the Faithful Performance Bond to Chef It Up!, less any damages or
delinquent payments which District may offset against this Bond.

SECTION 11. COMPLIANCE WITH LAWS

11.1 Chef It Up! must comply with all federal, state, county and city laws, ordinances, rules,
regulations, and lawful orders of any public authority bearing on the performance of the
Concession services. If Chef It Up! observes that any provision of the Agreement is at
variance with any applicable law, ordinance, rule, or regulation, Chef It Up! must
promptly notify District in writing. If Chef It Up! performs any work knowing such work to
be contrary to any laws, ordinances, regulations, or rules, Chef It Up! thereby assumes
full responsibility therefor and bears any costs and liability attributable thereto.
SECTION 12. TAXES

12.1 Chef It Up! shall pay all taxes of whatever character which may be levied or charged upon Chef It Up! to use the Premises for the Concession, or upon Chef It Up!’s improvements, fixtures, equipment or other property, or upon Chef It Up!’s operations, including but not limited to the City of Simi Valley Business Tax and the County of Ventura Possessory Interest Tax.

SECTION 13. PERMITS AND LICENSES

13.1 Chef It Up! must procure and maintain, at its sole cost, all necessary permits and licenses during the term of the Agreement, including but not limited to each of the following: City of Simi Valley business license, County of Ventura Environmental Health Department permit for food and beverage operations, County of Ventura Environmental Health Department food handler permit, California State Alcoholic Beverage Control Board liquor license, and California State Board of Equalization sales permit.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING

14.1 The particular qualities and characteristics of Chef It Up! form the basis for District selecting Chef It Up! to provide the Concession. Chef It Up! shall not assign, delegate or subcontract any of the Concession services to be provided by Chef It Up! without prior express written approval of District. In the event of an assignment of this Agreement, or any of the rights or obligations of Chef It Up! under it, Chef It Up! remains fully responsible for the satisfactory performance of the services even though some or all of those services are performed by an assignee or subcontractor. The assignee or subcontractor shall be fully bound by the provisions of the Agreement, including all indemnity provisions.

SECTION 15. EMPLOYEE QUALIFICATIONS

15.1 Chef It Up! must assign only qualified, trained, courteous, competent, and reliable personnel to perform the Concession services. District has the right to require Chef It Up! to remove from District premises any employee of Chef It Up!.

15.2 Chef It Up! has a continuing obligation to provide to District an up-to-date list of all employees assigned to perform the Concession services.

15.3 Chef It Up!’s employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be tolerated.

15.4 Chef It Up!’s employees shall at all times be neatly and cleanly uniformed at no expense to District. Chef It Up!’s employees must meet all sanitary standards prescribed for restaurant employees.

15.5 Chef It Up!’s employees must possess the ability to communicate with the public and staff. District’s determination of effective communication is final.

SECTION 16. DISTRICT ACCESS TO PREMISES

SHGC F&B Service Concession Agreement
RSRPD – Chef It Up! LLC

Page 13 of 16
16.1 District shall be permitted access to any and all areas of the Premises to perform repairs and maintenance and to perform regular building inspections on the Premises at all reasonable times.

SECTION 17. NONDISCRIMINATION

17.1 Chef It Up!, with regard to the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of all employees, and in the provision of Concession services and sale of products.

SECTION 18. DAMAGE OR DESTRUCTION TO PREMISES

18.1 If all or a portion of the Premises are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy or other casualty, the same may be repaired by District at its sole option and its own cost and expense. Should the damage render the Premises or a portion thereof uninhabitable or unusable for Concession operations, then a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Premises are fully restored and certified by District as again ready for use.

18.1.2 If, after a reasonable time as solely determined by District, such damage or destruction of the Premises has not been repaired or reconstructed, Chef It Up! or District may terminate this Agreement in its entirety as of the date of such damage or destruction.

18.1.3 Notwithstanding the foregoing, if the Premises, or a substantial portion thereof, are damaged or destroyed as a result of the negligent acts or omissions of Chef It Up!, its agents, officers, or employees, District may, in its discretion, require Chef It Up! to repair and reconstruct the Premises, or the District may perform such repairs and reconstruction. If the District does so, Chef It Up! shall be responsible for reimbursing District for the costs and expenses incurred in making such repairs. Chef It Up! shall continue paying District rent as determined above during the rebuilding of the facility.

SECTION 19. TERMINATION

19.1 Either party may terminate this Agreement, with or without cause, by 60 days written notice to the other party.

SECTION 20. CONSEQUENTIAL DAMAGES

20.1 District shall not be liable hereunder for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence), or strict liability including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers resulting from a party's performance or nonperformance of its obligations under this Agreement, or in the event of suspension or termination of this Agreement.
SECTION 21. RETURN TO SAME CONDITION

21.1 At the conclusion of the term of this Agreement or any extension of it, Chef It Up! shall return the Premises to District in the same condition and state of repair as existed at the commencement of this Agreement, reasonable wear and tear excepted. Any expenses incurred by District in returning the Premises to that condition shall be paid by Chef It Up! to District within thirty (30) days following District's request for payment.

SECTION 22. INCORPORATION OF PROPOSAL

22.1 Chef It Up! shall substantially comply with the representations made in "Chef It Up! LLC – Proposal to: Rancho Simi Recreation and Park District for the Simi Hills Golf Course Food and Beverage Concession Operation March 2014" ("Proposal") submitted to District on March 5, 2010, which Proposal is attached hereto as Exhibit C, and by this reference incorporated herein.

22.2 In the event of a conflict between the Proposal and this Agreement, the Agreement shall control.

SECTION 23. COMPLETE AGREEMENT

23.1 This written Agreement, including all exhibits specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein below written.

Date: ________________________ RANCHO SIMI RECREATION AND PARK DISTRICT

By: ___________________________ Larry Peterson, General Manager

Date: ________________________ Chef It Up! LLC

By: ___________________________ Michael Floyde, Owner

APPROVED AS TO FORM:

________________________________________
Brian Pierik, Legal Counsel
EXHIBIT A

Graphic Depiction of the Premises
## EXHIBIT B

**Furniture, Fixtures & Equipment Inventory**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Patio sets (large table, loveseat, 2 chairs)</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Patio sets (bistro table, 4 chairs)</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Dining room tables, 60” round.</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Dining room tables, 48” square</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>Dining room chairs</td>
<td>33</td>
</tr>
<tr>
<td>6</td>
<td>Folding chairs</td>
<td>21</td>
</tr>
<tr>
<td>7</td>
<td>Standard folding tables</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Framed golf pictures, various scenes</td>
<td>10</td>
</tr>
<tr>
<td>9</td>
<td>Large, flat-panel TV, suspended from ceiling</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Wooden trash can containers</td>
<td>3</td>
</tr>
<tr>
<td>11</td>
<td>Large, 3-panel menu board</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Snack cart, wheeled, for displaying chips and snacks</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Flat-top stove/oven</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Double-basket deep fryer</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>Medium, two-door sandwich station</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td>Single-tap beer keg cooler</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>Microwave oven</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>48” two-door reach-in refrigerator</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>24” one-door reach-in refrigerator</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>48” two-door reach-in freezer</td>
<td>1</td>
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<tr>
<td>21</td>
<td>Stainless steel prep table</td>
<td>1</td>
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<tr>
<td>22</td>
<td>Heavy-duty manual can opener</td>
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<tr>
<td>23</td>
<td>Three-sink dishwashing station</td>
<td>1</td>
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<tr>
<td>24</td>
<td>Medium, two-shelf rolling tray</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>Three-shelf, beer storage rack</td>
<td>1</td>
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<tr>
<td>26</td>
<td>Five-shelf, open storage racks</td>
<td>4</td>
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<tr>
<td>27</td>
<td>Two-compartment, top-load, reach-in beer cooler</td>
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<tr>
<td>28</td>
<td>Heavy-duty, 48”, ice machine</td>
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<tr>
<td>29</td>
<td>Commercial-grade, four-burner, stainless steel BBQ</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>EZ-Go “Refresher” beverage cart</td>
<td>1</td>
</tr>
</tbody>
</table>
EXHIBIT C

“Chef It Up! LLC – Proposal to the Rancho Simi Recreation and Park District for Simi Hills Golf Course Food and Beverage Concession Operation – March 2014” submitted March 6, 2014
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 3, 2014

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas

Background and Overview:

Each year the Park District is responsible for performing weed abatement and brush clearance services within properties owned by the Park District adjacent to private residential homes and developments. These areas are commonly referred to as “Fuel Modification Zones”. These fuel modification zones typically extend 100 feet beyond all habitable buildings and structures.

In previous years, the Park District performed weed abatement services under separate purchase orders for the Simi Valley and Oak Park areas. Competitive price quotes were obtained to perform the work in conformance with District Policy. The aggregate cost for last year’s weed abatement services totaled $41,490.00 (Simi Valley: $22,495.00, Oak Park: $18,995.00).

This year, staff has combined the Simi Valley and Oak Park areas into one comprehensive bid package. By combining the scope-of-work and publicly bidding this project, staff believes that the increased size of the project will draw a larger pool of contractors into the competitive bid process. This may result in a significant overall savings in project cost. In addition, this year’s work will include a broader scope-of-work for the Oak Park area to accommodate requests made by the Ventura County Fire Protection District.

Fiscal Impact:

Adequate funds have been earmarked in this year’s Fiscal Budget (FY 2013-14) under the General Fund for Simi Valley (Fund 10) and Oak Park Special Zone Tax Fund (Fund 70) to complete this project.

Board Authorization Requested:

That the Board authorize the Solicitation of Bids for Weed Abatement Services at Various District Parks and Open Space Areas.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 3, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Letter in Support of Senate Bill 1086, The Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014

SUMMARY

Senate Bill 1086 is intended to be a statewide bond voters will be asked to consider in order to provide funding for parks, rivers, coasts, forests and working lands, and youth employment in conservation. See attached. The Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014 includes a per capita provision for parks. Previous bonds have included this approach, which allows an allocation of funds based upon the population and an expenditure of funds as determined by the local agency, such as our Park District. The Senate Committee on Natural Resources and Water is scheduled to review Senate Bill 1086 on April 8, 2014. Attached is a draft letter in support of this Bill, and if approved by the Board it will be signed by the Board Chair and distributed accordingly prior to that Committee review.

BOARD ACTION REQUESTED

Staff recommends the Board approve the attached letter and authorize the Board Chair to sign the letter on behalf of the District.

Larry Peterson
District Manager
April 3, 2014

The Honorable Kevin De Leon  
California State Senate  
State Capitol, Room 5108  
Sacramento, Ca 95814

The Honorable Fran Pavley, Chair  
Senate Natural Resources and Water Committee  
State Capitol, Room 4035  
Sacramento, Ca 95814

Re: SB 1086 (De Leon) – Support

Dear Senators De Leon and Pavley,

Our agency supports Senate Bill 1086 and its per capita funding mechanism for parks. Every day our actions further the articulated declarations of the Legislature within the body of SB 1086. We provide 50 parks and 6000 acres of open space to a community of 147,000 residents. Our facilities and our mission seek to promote social connections, provide opportunities for exercise and reflection, and enable a meaningful coexistence with nature. We actively acquire, develop, preserve, protect and restore land and facilities to achieve these goals. Not surprisingly, funding is our primary limitation, opportunities are endless.

By example, we are currently making substantial improvements to a recreational trail that traverses from east to west within the community of Simi Valley. This trail serves as an important recreational element, offers an alternative to automobile travel and provides a safe alternative to schools. The area adjacent to it is replete with plants and animals, serving as a wildlife habitat and allowing many opportunities for interpretation and education. We are also currently working with the Nature Conservancy in an attempt to purchase and preserve 734 acres of open space directly west of the Simi Valley Landfill. This parcel of open space serves as one of the only wildlife corridors connecting the Simi Hills with the Santa Monica Mountains. There is an existing freeway underpass connecting the north and south portions of the parcel we hope to see preserved.

These important projects are just two examples of our agency’s efforts to improve the communities we serve. We are also the fifth largest employer within the City of Simi Valley, and an active and long standing member of the Mountain Recreation Conservation Authority. We further offer recreational participation opportunities (both active and passive), and we also offer employment and volunteer opportunities. Our agency’s positive influence within the community covers all areas recognized within the
text of SB 1086. Thus, ensuring per capita and other funding to park and recreation special districts such as ours serves extremely important goals that can continue to be achieved.

In summary, we support SB 1086 and its per capita park funding component. This approach minimizes administrative costs and allows us to maximize the benefits of the much needed funds by allowing us some flexibility to best meet the specific needs of the people we serve. We are very well positioned to do this as a special district. We provide focused and local government services and maintain a direct relationship with residents. We have a 53 year history of responsiveness, and many successes. And finally, we are very good at stretching limited funds while also achieving significant societal benefits.

Thank you for your consideration and support. Please feel free to contact our District Manager Larry Peterson at 805-584-4406 with any questions about our agency.

Sincerely,

DRAFT

Mark Johnson
Chair, Board of Directors

Cc: Rancho Simi Recreation and Park District Board of Directors
    Jane Adams, Executive Director California Park and Recreation Society
    California Special Districts Association
An act to add Chapter 14 (commencing with Section 5880) to Division 5 of the Public Resources Code, relating to financing a safe neighborhood parks, rivers, and coastal protection program, by providing the funds necessary therefor through an election for the issuance and sale of bonds of the State of California and for the handling and disposition of those funds.

LEGISLATIVE COUNSEL'S DIGEST

SB 1086, as introduced, De León. The Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014.

Under existing law, various measures have been approved by the voters to provide funds for park, river, and coastal protections and programs.

This bill would enact the Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014, which, if adopted by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance a safe neighborhood parks, rivers, and coastal protection program.


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

1 SECTION 1. The Legislature finds and declares as follows:
2 (a) California’s residents value state, local, and regional parks
3 and the natural lands of the state as they provide the following:
(1) Access to the serenity and inspiration of nature, outdoor spaces, and places for play and exercise.
(2) Facilities for directed and self-directed recreation.
(3) Activities that facilitate social connections, human development, the arts, and lifelong learning.
(4) Positive alternatives for youth that help lower crime and delinquency.
(b) California’s parks and natural resources infrastructure have social, health, environmental, recreational, and intrinsic value to the citizens of the state and, importantly, outdoor recreation can be a critical economic driver to the state.
(c) Continued investment in the state’s parks, natural resources, and in greening urban areas will mitigate the effects of global warming, thus reducing California’s carbon footprint.
(d) Demand for local parks has exceeded available funding by a factor of eight to one.
(e) Investments to protect and restore the state’s rivers, lakes, streams, and coastal waters and their related watersheds will improve water quality and reliability, enhance fishery and wildlife habitats, and provide recreational, economic, and public health benefits to Californians.

SEC. 2. Chapter 14 (commencing with Section 5880) is added to Division 5 of the Public Resources Code, to read:

CHAPTER 14. THE SAFE NEIGHBORHOOD PARKS, RIVERS, AND COASTAL PROTECTION BOND ACT OF 2014

Article 1. Title

5880. This chapter shall be known, and may be cited, as the Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014.

Article 2. Definitions

5880.5. As used in this chapter, the following terms have the following meanings:
(a) “Acquisition” means the acquisition of a fee interest or any other interest in real property including easements, leases, and development rights.
(b) "Board" means the Wildlife Conservation Board.

c) "Department" means the Department of Parks and Recreation.

d) "Development" includes, but is not limited to, the physical improvement of real property including the construction of facilities or structures.

e) "Disadvantaged community" means a community with a median household income less than 80 percent of the statewide average.

f) "Greenprint" means a plan for providing parks, greenspace, and urban forestry within an urbanized area and for the protection of agricultural and open-space lands around a developed area consistent with a sustainable communities strategy or other land use plan.

g) "Interpretation" includes, but is not limited to, a visitor serving amenity that educates and communicates the significance and value of natural, historical, and cultural resources in a way that increases the understanding and enjoyment of these resources and that may utilize the expertise of a naturalist or other specialist skilled at educational interpretation.

h) "Local conservation corps" means a program operated by a public agency or nonprofit organization that meets the requirements of Section 14406.

i) "Nonprofit organization" means any organization qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.

j) "Preservation" means rehabilitation, stabilization, restoration, development, and reconstruction, or any combination of those activities.

k) "Protection" means those actions necessary to prevent harm or damage to persons, property, or natural resources or to allow the continued use and enjoyment of property or natural resources, and includes acquisition, development, restoration, preservation, and interpretation.

l) "Restoration" means the improvement of physical structures or facilities and, in the case of natural systems and landscape features includes, but is not limited to, projects for the control of erosion, the control and elimination of exotic species, prescribed burning, fuel hazard reduction, fencing out threats to existing or restored natural resources, road elimination, and other plant and
wildlife habitat improvement to increase the natural system value of the property.


5881. The proceeds of bonds issued and sold pursuant to this chapter shall be deposited in the Safe Neighborhood Parks, Rivers, and Coastal Protection Fund of 2014, which is hereby created in the State Treasury. Except as specifically provided in this chapter, moneys in the fund shall be available for appropriation by the Legislature in the manner and for the purposes set forth in this chapter.

5881.5. (a) Projects funded with proceeds of bonds issued and sold pursuant to this chapter shall promote state planning priorities consistent with Section 65041.1 of the Government Code and sustainable communities strategies consistent with subparagraph (B) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code.

(b) To the extent feasible in implementing this chapter, state agencies shall seek to achieve wildlife conservation objectives through projects on public lands or voluntary projects on private lands. Funds may be used, in consultation with the Department of Fish and Wildlife, for payments for the creation of measurable habitat improvements or other improvements to the condition of endangered or threatened species including through the development and implementation of habitat credit exchanges.

(c) In evaluating projects for protection of natural resources and wildlife, priority shall be given to projects that implement adopted Natural Community Conservation Plans or endangered species recovery plans.

(d) The Natural Resources Agency shall develop and adopt a statewide resource protection plan to identify priorities for expending funds provided in this act that reflects statewide and regional resource protection, public access and availability to underserved populations. Conservation plans developed and adopted by departments and conservancies shall be consistent with statewide priorities adopted by the Natural Resources Agency.

(e) Restoration projects shall include the planning, monitoring, and reporting necessary to ensure successful implementation of the project objectives.
Article 4. Parks

5882. The sum of ____ dollars ($____) from the fund shall be available to the department for the creation and expansion of safe neighborhood parks and for the preservation, protection, and restoration of regional and state parks in accordance with the following schedule:
   (a) ____ dollars ($____) shall be available for grants in accordance with Chapter 3.3 (commencing with Section 5640).
   (b) ____ dollars ($____) shall be available for grants for local park rehabilitation and improvement to local governments on a per capita basis.
   (c) ____ dollars ($____) shall be available for grants for the restoration, preservation, and protection of regional parks and parklands, including state parks whose operation and management have been taken over by local or regional agencies, and other parks operated through cooperative agreements or pursuant to joint power authorities that include state and local agencies.
   (d) ____ dollars ($____) shall be available for restoration and preservation of existing state park facilities and units to preserve public access and to protect natural resources.

Article 5. Rivers, Lakes, and Streams

5883. The sum of ____ dollars ($____) from the fund shall be available for the protection of rivers, lakes, streams, and their watersheds in accordance with the following schedule:
   (a) Not less than ____ dollars ($____) shall be available to match federal and local funds for the protection and restoration of the Los Angeles River parkway.
   (b) Up to ____ dollars ($____) shall be available to the Natural Resources Agency for the River Parkway Program.
   (c) Up to ____ dollars ($____) shall be available to fund statewide priorities to protect water quality, fish and wildlife, and other resources.
   (d) ____ dollars ($____) shall be available to the Department of Conservation for the protection and restoration of watersheds.
   (e) ____ dollars ($____) shall be available to the Department of Water Resources for establishment or enhancement of flood corridors to provide multiple public benefits.
Article 6. Coast and Ocean Protection

5884. The sum of ____ dollars ($____) from the fund shall be available for the protection of beaches, bays, coastal, and ocean resources in accordance with the following schedule:
   (a) ____ dollars ($____) shall be available to the State Coastal Conservancy pursuant to Division 21 (commencing with Section 31000).
   (b) ____ dollars ($____) shall be available to the Ocean Protection Council pursuant to Division 26.5 (commencing with Section 35500).
   (c) ____ dollars ($____) shall be available for matching local and federal funds for the restoration of wetlands in the San Francisco Bay.

Article 7. Forests and Working Lands

5885. The sum of ____ dollars ($____) from the fund shall be available for the protection of forests, working lands, and wildlife in accordance with the following schedule:
   (a) ____ dollars ($____) shall be available to the Sierra Nevada Conservancy for projects pursuant to Division 23.3 (commencing with Section 33300).
   (b) ____ dollars ($____) shall be available to the board for protection of forests, rangelands, and for wildlife protection pursuant to Chapter 4 (commencing with Section 1300) of Division 2 of the Fish and Game Code.
   (c) ____ dollars ($____) shall be available to the Department of Conservation for protection of working lands including for the purposes of the Farmland Conservancy Program.

Article 8. Regional Conservation Priorities

5886. ____ dollars ($____) from the fund shall be available for protection, preservation, and restoration projects by state conservancies in accordance with their operating statutes to address regional conservation priorities throughout the state.
Article 9. Youth Employment in Conservation

5887. _____ dollars ($____) from the fund shall be available to the California Conservation Corps, local conservation corps, and for grants to other organizations that provide youth employment opportunities in conservation for projects that protect and restore natural resources, improve access to parks, and provide employment and training opportunities to youth in disadvantaged communities.

Article 10. Urban Forestry and Sustainable Communities

5888. _____ dollars ($____) from the fund shall be available for urban forestry, urban greening, and greenprint projects to support sustainable communities strategies.


5889. (a) Bonds in the total amount of _____ dollars ($____), or so much thereof as is necessary, not including the amount of any refunding bonds issued in accordance with Section 5895 may be issued and sold to provide a fund to be used for carrying out the purposes expressed in this chapter and to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. The bonds, when sold, shall be and constitute a valid and binding obligation of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both principal of, and interest on, the bonds as the principal and interest become due and payable.

(b) The Treasurer shall sell the bonds authorized by the committee pursuant to this section. The bonds shall be sold upon the terms and conditions specified in a resolution to be adopted by the committee pursuant to Section 16731 of the Government Code.

5889.5. The bonds authorized by this chapter shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), and all of the provisions of that law apply to the bonds and
to this chapter and are hereby incorporated in this chapter as though
set forth in full in this chapter, except subdivisions (a) and (b) of
Section 16727 of the Government Code.
5890. (a) Solely for the purpose of authorizing the issuance
and sale pursuant to the State General Obligation Bond Law
(Chapter 4 (commencing with Section 16720) of Part 3 of Division
4 of Title 2 of the Government Code) of the bonds authorized by
this chapter, the Safe Neighborhood Parks, Rivers, and Coastal
Protection Finance Committee is hereby created. For purposes of
this chapter, the Safe Neighborhood Parks, Rivers, and Coastal
Protection Finance Committee is "the committee" as that term is
used in the State General Obligation Bond Law.
(b) The committee consists of the ____, ____, ____, and
____. Notwithstanding any other provision of law, any member
may designate a representative to act as that member in his or her
place for all purposes, as though the member were personally
present.
(c) The ____ shall serve as chairperson of the committee.
(d) A majority of the committee may act for the committee.
5890.5. The committee shall determine whether or not it is
necessary or desirable to issue bonds authorized pursuant to this
chapter in order to carry out the actions specified in this chapter
and, if so, the amount of bonds to be issued and sold. Successive
issues of bonds may be authorized and sold to carry out those
actions progressively, and it is not necessary that all of the bonds
authorized to be issued be sold at any one time.
5891. For purposes of the State General Obligation Bond Law,
"board," as defined in Section 16722 of the Government Code,
means the ____.
5891.5. There shall be collected each year and in the same
manner and at the same time as other state revenue is collected,
in addition to the ordinary revenues of the state, a sum in an amount
required to pay the principal of, and interest on, the bonds each
year. It is the duty of all officers charged by law with any duty in
regard to the collection of the revenue to do and perform each and
every act that is necessary to collect that additional sum.
5892. Notwithstanding Section 13340 of the Government Code,
there is hereby appropriated from the General Fund in the State
Treasury, for the purposes of this chapter, an amount that will
equal the total of the following:
(a) The sum annually necessary to pay the principal of, and
interest on, bonds issued and sold pursuant to this chapter, as the
principal and interest become due and payable.
(b) The sum that is necessary to carry out the provisions of
Section 5893.5, appropriated without regard to fiscal years.
5892.5. The board may request the Pooled Money Investment
Board to make a loan from the Pooled Money Investment Account
in accordance with Section 16312 of the Government Code for the
purpose of carrying out this chapter less any amount withdrawn
pursuant to Section 5893.5. The amount of the request shall not
exceed the amount of the unsold bonds that the committee has, by
resolution, authorized to be sold for the purpose of carrying out
this chapter. The board shall execute those documents required by
the Pooled Money Investment Board to obtain and repay the loan.
Any amounts loaned shall be deposited in the fund to be allocated
in accordance with this chapter.
5893. Notwithstanding any other provision of this chapter, or
of the State General Obligation Bond Law, if the Treasurer sells
bonds that include a bond counsel opinion to the effect that the
interest on the bonds is excluded from gross income for federal
tax purposes under designated conditions or is otherwise entitled
to any federal tax advantage, the Treasurer may maintain separate
accounts for the bond proceeds invested and for the investment
earnings on those proceeds, and may use or direct the use of those
proceeds or earnings to pay any rebate, penalty, or other payment
required under federal law or take any other action with respect
to the investment and use of those bond proceeds, as may be
required or desirable under federal law in order to maintain the
tax-exempt status of those bonds and to obtain any other advantage
under federal law on behalf of the funds of this state.
5893.5. For the purposes of carrying out this chapter, the
Director of Finance may authorize the withdrawal from the General
Fund of an amount or amounts not to exceed the amount of the
unsold bonds that have been authorized by the committee to be
sold for the purpose of carrying out this chapter less any amount
borrowed pursuant to Section 5892.5. Any amounts withdrawn
shall be deposited in the fund. Any money made available under
this section shall be returned to the General Fund, with interest at
the rate earned by the money in the Pooled Money Investment
Account, from proceeds received from the sale of bonds for the
purpose of carrying out this chapter.

5894. All money deposited in the fund that is derived from
premium and accrued interest on bonds sold pursuant to this chapter
shall be reserved in the fund and shall be available for transfer to
the General Fund as a credit to expenditures for bond interest,
except that amounts derived from premium may be reserved and
used to pay the cost of bond issuance prior to any transfer to the
General Fund.

5894.5. Pursuant to Chapter 4 (commencing with Section
16720) of Part 3 of Division 4 of Title 2 of the Government Code,
the cost of bond issuance shall be paid out of the bond proceeds,
including premium, if any. To the extent the cost of bond issuance
is not paid from premiums received from the sale of bonds, these
costs shall be shared proportionately by each program funded
through this chapter by the applicable bond sale.

5895. The bonds issued and sold pursuant to this chapter may
be refunded in accordance with Article 6 (commencing with
Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of
the Government Code, which is a part of the State General
Obligation Bond Law. Approval by the voters of the state for the
issuance of the bonds under this chapter shall include approval of
the issuance of any bonds issued to refund any bonds originally
issued under this chapter or any previously issued refunding bonds.

5895.5. The proceeds from the sale of bonds authorized by this
chapter are not “proceeds of taxes” as that term is used in Article
XIII B of the California Constitution, and the disbursement of
these proceeds is not subject to the limitations imposed by that
article.

SEC. 3. Section 2 of this act shall take effect upon the approval
by the voters of the Safe Neighborhood Parks, Rivers, and Coastal
Protection Bond Act of 2014, as set forth in that section.