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

<table>
<thead>
<tr>
<th>Chair</th>
<th>Vice Chair</th>
<th>Director</th>
<th>Director</th>
<th>Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Johnson</td>
<td>Elaine Freeman</td>
<td>Dee Dee Cavanaugh</td>
<td>Gene Hostetler</td>
<td>Kate O’Brien</td>
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</tbody>
</table>

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 – April 3, 2014

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-Time Employee of the Month for March 2014 to Dave DeMaio

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 4/4/14 (payroll); 3/31/14 (payables)
   B. Receive and File Report on Schedule of Events for May 2014

** 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

None

VIII. NEW BUSINESS
   A. Approval of Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League
   B. Approval of Permit Agreement for Use of Recreational Facilities at Apollo High School by Simi Valley Girls Softball League
   C. Approval of a Resolution Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Non-Exclusive Easement Over a Portion of Arroyostow Park

IX. WRITTEN COMMUNICATIONS

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER
XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: The Following Assessor Parcel Number in Ventura County, Property Located Between Tapo Canyon Road and Bennett Road South of Tapo Canyon County Park in Simi Valley, Ca

Assessor Parcel Numbers:
620-0-032-003
620-0-032-004

Negotiating Parties: District Manager, Director of Planning & Maintenance, and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

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
SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
APRIL 17, 2014

AGENDA
ITEM

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

PLEDGE OF ALLEGIANCE: Led by Karen Garber

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

Staff: Dave DeMaio, Doug Gale, Karen Garber, Colleen Janssen, Barbara Meinel, Wayne Nakaoka, Renee Peace, Larry Peterson, Brian Pierik, Robin Walker

Guests: Pamela Dean

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

None

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of Regular Meeting of April 3, 2014

ACTION: Vice Chair Freeman moved to approve the Minutes of the Regular Meeting of April 3, 2014 as amended; Director O’Brien 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 March 2014 to Dave DeMaio 35-14-g

Marketing and Community Outreach Specialist Colleen Janssen announced that Dave DeMaio has been selected as Part-Time Employee of the Month for March 2014. Dave began working for the District on February 20, 2004, and this is his first award for Part-Time Employee of the month.
Dave works as the Site Director at Medea Teen Cub and as a Sports Official for the Recreation Department. He was nominated because of the outstanding job he has done with the teen after school club in Oak Park. He overcame many challenges to start the club program, and recently put together an Open House for the parents to visit and see what goes on at the club. He has worked with everyone he can to make sure the teens have all the resources possible to complete their homework, including computers, printers, and tutors if needed. He also makes sure they get some physical activity as well as doing their homework.

Dave also coaches the District’s youth basketball league and is always encouraging the players. He really enjoys working with children, and deserves this award as Part-Time Employee of the Month.

Chair Johnson presented Dave with his award and a check for $75.00. Chair Johnson commended Dave on the wonderful job that he does and thanked him for all his hard work.

Dave thanked the Board for his award and said he loves working with the teens. They have an average daily attendance of 25-27 children, and there is great interest in the program among parents. Dave is anticipating that there may be a waiting list for next year’s program.

Oak Park Recreation Supervisor Renee Peace also thanked Dave and stated that she totally trusts him with the program. He understands the mission and knows what the kids want. His expertise is invaluable to the program.

Director of Recreation Doug Gale mentioned that he believes this middle school program is a showcase place and thanked Dave for the fantastic job he does. The District is very fortunate to have Dave.

Marketing & Community Outreach Specialist Janssen also announced that this will be her last Employee of the Month presentation and Karen Garber will be taking over the program.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 4/4/14 (payroll); 3/31/14 (payables)

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

ACTION: Director O’Brien moved to approve Consent Agenda Items A-B; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None
VIII. NEW BUSINESS:

(A) Approval of Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League 14-14-a

ACTION: Director Cavanaugh moved to approve Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Permit Agreement for Use of Recreational Facilities at Apollo High School by Simi Valley Girls Softball League 14-14-b

ACTION: Vice Chair Freeman moved to approve Permit Agreement for Use of Recreational Facilities at Apollo High School by Simi Valley Girls Softball League; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

Chair Johnson acknowledged and welcomed visitor Pamela Dean of the Simi Valley Leadership Class.

(C) Approval of a Resolution Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Non-Exclusive Easement Over a Portion of Arroyostow Park 40-14-b

ACTION: Vice Chair Freeman moved to Approve Resolution No. 1880 Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Non-Exclusive Easement Over a Portion of Arroyostow Park; Director O’Brien seconded the motion. Motion carried with the following roll-call vote:

Ayes: Directors O’Brien, Cavanaugh, Freeman, Johnson
Noes: None
Absent: Director Hostetler
Abstain: None

IX. WRITTEN COMMUNICATIONS:

None

X. REPORTS BY BOARD MEMBERS:

Director Cavanaugh attended the Oak Park Recreation and Park Planning Committee meeting on April 10th. The Committee members were happy with the recreation programs and groundskeeping, but did have questions about whether or not we are going to be discontinuing use of round-up products. District Manager stated that we have been solicited to go chemical free and we currently have a small testing program underway. Test results will be completed and any additional labor and material costs will be estimated and reported to the Committee in Oak Park in either July or October.
Director Cavanaugh reported that Mike Paule attended the meeting as a designee of the MAC. Mr. Paule requested that the Park District consider helping to subsidize the free shuttle service that Oak Park provides. The municipality would like to keep the shuttle free and is looking for $100,000. The Oak Park School Superintendent intends to recommend that the School District contribute $50,000 towards the shuttle. They are asking the Park District to consider a $25,000 contribution based upon estimated income once the new Oak Park cell tower goes in. The Chair of the Oak Park Committee asked if any surveys have been done about who is using the shuttle and if the people are using it to visit the Oak Park parks.

The Oak Park Committee also discussed a request to remove or thin oleander bushes that form a line of bushes between the Mae Boyar parking lot that extend up east of the tennis courts which are immediately north of the parking lot. The bushes separate Mae Boyar Park from Brookside Elementary School. The Superintendent and the school principal have requested that we remove or thin out the bushes. No definitive decision was made at the meeting regarding the bushes.

Director Cavanaugh also attended the Simi Valley Hospital Foundation ”Hats Off to Women” event on April 11th along with Director O’Brien and Vice Chair Freeman. She stated that it was a wonderful event.

Vice Chair Freeman mentioned that Director Cavanaugh was the MC for the “Hats Off to Women” event, and that she did a wonderful job.

Director O’Brien attended the Joint Park District Historical Society Committee meeting along with Vice Chair Freeman. Items discussed at the meeting included the upcoming Golden 50 Celebration Weekend at Strathearn Historical Park scheduled for September and the Colony (Bessie Printz) House move and restoration project. The Committee also discussed installing a defibrillator at Strathearn Park, but due to the required training, inspection and usage requirements for the unit, it was agreed that more thought would need to be given to the topic. Several maintenance issues were also discussed.

Director O’Brien also mentioned that the “Hats Off to Women” event was wonderful.

Vice Chair Freeman reported that she and Councilman Sojka gave a presentation on the Arroyo Simi Greenway project to the Simi Valley Community Council. She thanked Administrative Analyst Robin Walker and Computer Support Specialist Lee Martin for their help with the presentation. She said the people were very excited about it as they can see something happening now and they understand what the project is all about.

Vice Chair Freeman also attended a CSDA Board meeting. CSDA is in great shape, and is coming out with a program called District NetWorks. District Networks is a PowerPoint presentation which will be online and will be used to promote Special Districts in the state. District NetWorks will be used by the Board members to communicate with their particular region and raise awareness of how much Special Districts contribute to the community.

Chair Johnson reported that he attended a Neighborhood Council #4 meeting.
XI.  REPORT BY DISTRICT MANAGER:

District Manager Peterson stated that he attended the California Film Commission presentation held at Strathearn Historical Park. The event was put together by the District’s Marketing and Community Outreach Specialist, Colleen Janssen. District Manager then gave the floor to Ms. Janssen to provide additional background information about the event.

Ms. Janssen reported that almost 60 people attended. The California Film Commission came out and talked about services they offer, the filming that is leaving the state, and the importance of some legislation that is coming up. They also talked about how anyone can get signed up on the California Film Commission website to promote more filming at their location or if they provide any kind of services in the film industry. A lady from the Ventura County Film liaison also spoke about what Ventura County can do. A wide range of people attended the presentation, and many of them ended up networking with each other. The presentation created some real energy for filming in Ventura County.

District Manager mentioned that the County had recently requested the names and addresses of the Board Members, to which the District responded, with a copy sent to the Board Members. The request appears to be a formality related to the campaign process.

The Chair called a Closed Session at 7:10 p.m.

The Chair reconvened the meeting at 7:28 p.m.

XII.  CLOSED SESSION:

A.  Closed Session Pursuant to Government Code Section 54956.8

   Conference with Real Property Negotiator

   Re:  Land Acquisition

   The Following Assessor Parcel Number in Ventura County, Property Located Between Tapo Canyon Road and Bennett Road South of Tapo Canyon County Park in Simi Valley, Ca

   Assessor Parcel Numbers:
   620-0-032-003
   620-0-032-004

   Negotiating Parties: District Manager, Director of Planning & Maintenance, and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

The Chair reported that there was no reportable action.
XIII. ADJOURNMENT:

Director Cavanaugh moved to adjourn the meeting; Chair Johnson seconded the motion. Chair Johnson adjourned the meeting at 7:30 p.m.

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

Date: April 17, 2014

To: District Manager

From: Marketing and Community Outreach Specialist

Re: Presentation of the Part-Time Employee of the Month for March 2014 to Dave DeMaio

PART-TIME EMPLOYEE OF THE MONTH FOR MARCH 2014
The Part-Time Employee of the Month for March 2014 is Dave DeMaio. Dave was hired on February 20, 2004. He works as a Site Director at Medea Teen Club and as a Sports Official for the Recreation Department. This is his first award for Part-Time Employee of the Month.

NOMINATION NARRATION
The person who nominated Dave said, “I am nominating Dave DeMaio because of the outstanding job he has done with the teen after school program in Oak Park. Dave has worked with everyone possible to make sure the teens have all the resources possible to complete their homework. Not only do they have computers and printers, tutors are even available if needed.

He recently put together an Open House for the parents to come and see exactly what goes on at his club. Dave had many challenges opening this club; there were telephone issues, fire code rules, school rules, and Internet hurdles, but he faced each one with a smile.

Dave makes sure there are activities for them as well as homework, he makes sure they get some physical activity as well.

Dave really enjoys working with children, he also coaches in our youth basketball league, and is always encouraging the players.”

BOARD ACTION
Dave DeMaio has been invited to attend the April 17, 2014, board meeting to receive a plaque and a check for $75 from the board chair.

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

DATE: April 17, 2014

TO: District Manager

FROM: Marketing and Community Outreach Specialist

SUBJECT: Receive and File Report on Schedule of Events for May 2014

REMAINING EVENTS FOR APRIL 2014
Thu Apr 17 RSRPD Board Meeting, SDCC, 6:30 pm
Thu Apr 17 Neighborhood Council #3, Community Room, City Hall
Fri Apr 18 SVUSD closed
Mon Apr 18-25 OPUSD Spring Break
Sat Apr 19 Egg Hunt and Salute to Spring, RSSCC, 9:00 am
Sat Apr 19 Spring Arts & Crafts Show and Egg Hunts, Mae Boyar Park, 9:30 am - 3:00 pm
Wed Apr 23 LAF meeting, 8:00 am, SVCC office
Sat Apr 26 Community Showcase and Food Truck Festival, RTCP, 10am-4pm, free
Mon Apr 28 City Council Meeting, 6:30 pm

MAY 2014 EVENTS
Thu May 1  RSRPD Board Meeting, SDCC, 6:30 pm
Sat May 3  Fairy Tales in the Park, RSCP, 4pm, free, “The Princess & the Frog”
Sun May 4  Dog Day, Oak Park Dog Park, 9am-12pm
Mon May 5  City Council Meeting, 6:30 pm
Thu May 8  Neighborhood Council #1, Community Room, City Hall
Sat May 10 Street Fair, 9:00 am to 5:00 pm
Sat May 10 Drive In Movie, Oak Park High School parking lot, $5 per vehicle “Monsters University”
Mon May 12 City Council Meeting, 6:30 pm
Tue May 13 Neighborhood Council #2, Community Room, City Hall
Thu May 15-17 CARPD Conference
Thu May 15 Neighborhood Council #3, Community Room, City Hall
Tue May 20-21 CSDA Legislative Days
Tue May 20 Neighborhood Council #4, Community Room, City Hall
Thu May 22-27 Replica Vietnam Wall (AV Wall) at RTCP, 24 hours, free admission
Sat May 24/25 Cajun Festival, RSCP
Mon May 26 Memorial Day holiday. RSRPD offices closed
Wed May 28 LAF meeting, 8:00 am, SVCC office
Thu May 29 RSRPD Budget Workshop
### FUTURE EVENTS

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Event Description</th>
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<tr>
<td>Thu</td>
<td>Jun 5</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<tr>
<td>Thu</td>
<td>Jun 5</td>
<td>Neighborhood Council #1, Community Room, City Hall <em>(usually dark)</em></td>
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<td>Fri</td>
<td>Jun 6</td>
<td>SVUSD last day</td>
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<td>Fri</td>
<td>Jun 6</td>
<td>D-Day ceremony at RTCP-Veterans Plaza, 10:00 am</td>
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<td>Fri</td>
<td>Jun 6</td>
<td>Retirement event for Colleen Janssen, 3:30-4:30 pm, SDCC</td>
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<td>Sat</td>
<td>Jun 7</td>
<td>Fairy Tales in the Park, RSCP, 4pm, free, “Thumbelina &amp; Tom Thumb’s Voyage to Neverland”</td>
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<td>Sat</td>
<td>Jun 7</td>
<td>Rancho Pool opens Sat/Sun, through September 27, 1-4 pm, $3</td>
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<td>Mon</td>
<td>Jun 9</td>
<td>Rancho Pool opens for M-F, through August 15, 1-4pm and Fri 7-9pm, $3</td>
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<td>Mon</td>
<td>Jun 9</td>
<td>Summer Camp, Simi Valley opens</td>
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<td>Mon</td>
<td>Jun 9</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Tue</td>
<td>Jun 10</td>
<td>Neighborhood Council #2, Community Room, City Hall <em>(usually dark)</em></td>
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<td>Thu</td>
<td>Jun 12</td>
<td>OPUSD last day</td>
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<td>Thu</td>
<td>Jun 12</td>
<td>Neighborhood Council #3, Community Room, City Hall <em>(usually dark)</em></td>
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<tr>
<td>Sat</td>
<td>Jun 13</td>
<td>Movies in the Park, dusk, free, “Monsters University”</td>
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<td>Mon</td>
<td>Jun 16</td>
<td>Summer Camp, Oak Park, opens</td>
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<td>Tue</td>
<td>Jun 17</td>
<td>Neighborhood Council #4, Community Room, City Hall <em>(usually dark)</em></td>
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<td>Thu</td>
<td>Jun 19</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Sat</td>
<td>Jun 21</td>
<td>Music in the Park concert, RMCP, 6pm, free, “Durrell Coleman Band”</td>
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<td>Jun 23</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Wed</td>
<td>Jun 25</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Sat</td>
<td>Jun 28</td>
<td>Music in the Park concert, OCCP, 6pm, free, “The Spazmatics”</td>
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<td>Thu</td>
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<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Neighborhood Council #1, Community Room, City Hall</td>
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<td>Fri</td>
<td>Jul  4</td>
<td>Independence Day celebration, RTCP-Veterans Plaza, 10:00 am</td>
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<td>Sat</td>
<td>Jul  5</td>
<td>Fairy Tales in the Park, RSCP, 4pm, free, “The Gingerbread Man”</td>
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<td>Sat</td>
<td>Jul  5</td>
<td>Dive In Movie, Rancho Pool, 6-10 pm, $3, “Frozen”</td>
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<td>Sun</td>
<td>Jul  6</td>
<td>Shakespeare in the Park, OCCP, 7pm, free, “Hamlet Prince of Denmark”</td>
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<td>Neighborhood Council #2, Community Room, City Hall</td>
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<td>Fri</td>
<td>Jul 11</td>
<td>Movies in the Park, dusk, free, “Toy Story”</td>
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<td>Neighborhood Council #3, Community Room, City Hall</td>
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<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Music in the Park concert, RMCP, 6pm, free, “Gold Rush Country”</td>
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<td>City Council Meeting, 6:30 pm</td>
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<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Fri</td>
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<td>Drive-In Movie, Oak Park</td>
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<td>Sat</td>
<td>Jul 26</td>
<td>Dive In Movie, Rancho Pool, 6-10 pm, $3, “Cloudy with a Chance of Meatballs 2”</td>
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<td>Jul 28</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Fri</td>
<td>Aug  1</td>
<td>Movies in the Park, dusk, free, “Despicable Me 2”</td>
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<td>Sat</td>
<td>Aug  2</td>
<td>Fairy Tales in the Park, RSCP, 4pm, free, “Sleeping Beauty 2: Malificent’s Revenge”</td>
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<td>Neighborhood Council #1, Community Room, City Hall</td>
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<td>Sat</td>
<td>Aug  9</td>
<td>Dive In Movie, Rancho Pool, 6-10 pm, $3, “The Lego Movie”</td>
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<td>Mon</td>
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<td>City Council Meeting, 6:30 pm</td>
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<td>Aug 14</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<td>Fri</td>
<td>Aug 15</td>
<td>Summer Camp, Simi Valley, closes</td>
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<td>Sat Aug 16</td>
<td>Music in the Park concert, RMCP, 6pm, free, “One More From the Road”</td>
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<td>SVUSD, first day of school for 2014/2015</td>
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<td>Neighborhood Council #4, Community Room, City Hall</td>
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<td>Summer Camp, Oak Park closes</td>
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<td>City Council Meeting, 6:30 pm</td>
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<td>Wed Aug 27</td>
<td>OPUSD first day of school 2014/2015</td>
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<td>Wed Aug 27</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Mon Sep 1</td>
<td>Labor Day holiday, RSRPD offices closed</td>
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<td>Sat Sep 6</td>
<td>Fairy Tales in the Park, RSCP, 4pm, free, “Snow White &amp; The One Bat”</td>
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<td>Neighborhood Council #2, Community Room, City Hall</td>
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<td>Patriot Day observed</td>
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<td>Neighborhood Council #4, Community Room, City Hall</td>
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<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Wed Sep 24</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Mon Sep 29</td>
<td>CSDA Conference</td>
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<tr>
<td>Mon Sep 29</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Thu Oct 9</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Thu Oct 9</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
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<td>Sun Oct 12</td>
<td>Splash &amp; Dash Youth Triathlon</td>
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<td>Mon Oct 13</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Tue Oct 14-16</td>
<td>NRPA Congress</td>
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<td>Tue Oct 14</td>
<td>Neighborhood Council #2, Community Room, City Hall</td>
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<td>Thu Oct 16</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<td>Mon Oct 20</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Tue Oct 21</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
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<tr>
<td>Thu Oct 22</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Thu Oct 23</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Fri Oct 31</td>
<td>Halloween Carnival, RSSCC</td>
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<td>Halloween Carnival, OPCC&amp;G</td>
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<td>Thu Nov 6</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Thu Nov 6</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
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<td>Sun Nov 9</td>
<td>Snowfest Arts &amp; Crafts Fair</td>
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<td>Mon Nov 10</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Tue Nov 11</td>
<td>Veterans Day event at RTCP, 11:00 am, RSRPD offices closed</td>
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<td>Tue Nov 11</td>
<td>Neighborhood Council #2, Community Room, City Hall (subject to change)</td>
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<td>Thu Nov 13</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<tr>
<td>Mon Nov 17</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Tue Nov 18</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
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<td>Thu Nov 20</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Wed Nov 26</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Thu Nov 27-28</td>
<td>Thanksgiving holidays, RSRPD offices closed</td>
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<td>Mon Dec 1</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Thu Dec 4</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Thu Dec 4</td>
<td>Neighborhood Council #1, Community Room, City Hall (usually dark)</td>
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<td>Sun Dec 7</td>
<td>Pearl Harbor Remembrance Day</td>
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<td>Neighborhood Council #2, Community Room, City Hall (<em>usually dark</em>)</td>
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<td>Neighborhood Council #3, Community Room, City Hall (<em>usually dark</em>)</td>
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<td>Mon</td>
<td>Dec 15</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Neighborhood Council #4, Community Room, City Hall (<em>usually dark</em>)</td>
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<td>Dec 16</td>
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<td>Thu</td>
<td>Dec 18</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Dec 24</td>
<td>LAF meeting, 8:00 am, SVCC office (<em>Probably DARK or date will be changed</em>)</td>
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<td>Thu</td>
<td>Dec 24-25</td>
<td>Christmas holidays, RSRPD offices closed</td>
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<tr>
<td>Wed</td>
<td>Jan 1</td>
<td>New Year’s Day holiday, RSRPD offices closed</td>
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Colleen Janssen  
Marketing and Community Outreach Specialist
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 17, 2014

TO: District Manager

FROM: Director of Recreation

SUBJECT: Approval of Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League

Attached is a copy of a new facility use agreement with the Simi Valley Little League (SVLL) for use of the Apollo High School Challenger Baseball Field. If approved, this proposed Agreement is for a period of six (6) years, ending June 30, 2020. June 30, 2020 coincides with the date our 1st Addendum to Agreement for Joint Use of Grounds, Buildings, Facilities and Equipment expires with Simi Valley Unified School District (SVUSD) for use of the Apollo Fields site. Legal Counsel is reviewing the Agreement and, should changes be recommended, they will be distributed at the Board Meeting.

Highlights of the attached agreement include:

- No charge for use of the field during this term, as Simi Valley Little League donated $40,000 towards the construction of the field.
- SVLL to clean their bathroom at the field, the same terms as they have at Knolls and Santa Susana Parks.
- Priority use of the field. The intent is for other users to complement the use of the field, but for SVLL Challenger Division to have priority use.
- Responsibility to annually collect The City of Simi Valley, U.S. Department of Housing and Urban Development, Community Development Block Grant Program, Verification of Participant Income Status and Race/Ethnicity Data as required by The City of Simi Valley.

**Board Action Requested**

Board Approval of Permit Agreement for Use of Challenger Baseball Field at Apollo High School by Simi Valley Little League.

\[Signature\]

Doug Gale
Director of Recreation
This Agreement is made and entered into the date hereinafter set forth by and between the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Park District", and SIMI VALLEY LITTLE LEAGUE, hereinafter referred to as "Permittee". In consideration of their mutual covenants, conditions, agreements, obligations assumed and other considerations contained herein, the parties hereto agree as follows:

1. **Background:** Pursuant to authority granted by the Public Resources Code of the State of California, the Park District has organized, promoted and conducted programs of community recreation. Pursuant also to the Public Resources Code, the Park District has established systems of recreation, recreation centers, parks, and athletic fields. It is the desire of the Park District to secure the fullest utilization possible of these athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs open to the residents of the Park District. It is the intent of the parties in this Agreement to establish specific understandings for the use of certain Park District fields and facilities by the Permittee in its organized recreational and sports program in order to expand and enhance recreational opportunities for residents of the Park District.

Little League established its Challenger Division in 1989 to enable boys and girls with physical and mental disabilities to enjoy the game of baseball. One of the benefits of the Challenger League is that it encourages the use of "buddies" for the Challenger players. Buddies assist Challenger players on the field, but whenever possible encourage them to bat and make plays independently. Communities all over the country are constructing specially-equipped fields that facilitate use by Challenger Leagues and other similar leagues dedicated to providing recreational opportunities for participants with special needs. Here in Simi Valley, the Challenger League has not had a "home" field, and has struggled to get enough field time on fields that are not adequately equipped. The Park District made improvements to an existing field when creating the Challenger Field including the replacement of the infield and outfield with synthetic turf; the installation of a smooth concrete concourse with handicap accessible dugouts and space for wheelchairs alongside the bleachers; and installation of handicap accessible picnic tables, water fountain, restrooms and parking lot. The synthetic turf is terracotta colored in the traditionally dirt areas, and is green in the traditionally grassy areas. These improvements will eliminate the primary barriers that keep persons with disabilities off of athletic fields and provide a level playing field where they can hit, run, and catch without obstructions.

In 2010, the School District and the Park District entered into a **First Addendum** to their existing Joint Use Agreement which allows the Park District to improve, operate and
maintain the Apollo High School sports fields for a period of 10 years, with automatic one-year extensions thereafter. This is the location the Challenger Field was constructed.

In addition to becoming the home field for the Challenger League, the Challenger Field will be also be used by, but not limited to, Simi Valley Unified School District’s Special Education Program and the Park District’s Alternative Recreation Program. All three of these programs serve persons with a wide range of disabilities including intellectual impairments, health impairments (muscular dystrophy, cystic fibrosis, epilepsy, and others), vision and/or hearing impairments, orthopedic impairment requiring assistance walking/wheelchairs, autistic behaviors, brain injuries, emotional impairments, among other disabilities.

2. **Permit to Use:** The Park District hereby grants to the Permittee a non-exclusive permit for use of one (1) baseball field at Apollo High School, Challenger Field. Said property is hereinafter referred to as the “Premises”. Use of the Premises by the Permittee shall be in strict accordance with the requirements and the other provisions set forth in this Agreement.

3. **Scheduling of Use:** Through this Agreement the Park District is granting the Permittee use of the Premises as defined herein. It is the intent of the Park District to give the Permittee priority use of the Premises. The Permittee recognizes, however, that it is the desire of the Park District to use the Premises for other activities in addition to those planned and scheduled by the Permittee. These may include, but are not limited to, the following: (a) Park District sponsored leagues, drop-in play, tournaments, camps, and programs when the Premises are not scheduled for use by the Permittee; (b) permits for the Simi Valley Unified School District use when the Premises are not scheduled for use by the Permittee; and (c) permits for other organizations when the Premises are not scheduled for use by the Permittee.

In order to maximize such use, the Permittee and the Park District shall establish, by mutual agreement, specific schedules covering use of the Premises by the Permittee. At least thirty (30) days prior to commencement of the Permittee’s use, the Permittee shall submit to the Park District a schedule specifying, in detail, the dates and times for which the use of the Premises is requested. The schedule shall then be reviewed and approved to the greatest extent consistent with the operation of the Permittee and the overall programs and activities of the Park District. Whenever the Premises is not specifically scheduled for use by the Permittee, the Park District may use same for its own programs and issue appropriate permits for use of the Premises by other individuals, groups, and organizations as described above. Should the Park District use or permit use of the Premises by other than the Permittee, the Park District shall be responsible for maintenance of the premises and the cleaning of the bathrooms during such use, if used.

It is further understood by both parties that when the Premises are not scheduled for use by the Permittee or other permitted uses as described above, the Premises will not be available for open play by the general public. At no time shall locks be installed on any of the ballfield gates which would restrict access to the Premises by the Park District without
prior approval of Park District. Permittee use shall be coordinated with the Park District Director of Recreation.

4. **Term of Agreement - Scheduling of Use:** This Agreement shall be for a term commencing March 22, 2014 and ending June 30, 2020, during which time the Permittee shall be permitted to use on priority basis the Premises pursuant to the specific provisions contained herein.

5. **Use of Special Facilities, Equipment and Services:** In the event the Permittee desires use of facilities, equipment or services which will result in expense to the Park District beyond those expenses which would normally be incurred for routine maintenance and operation of the fields, facilities, and equipment covered by this agreement, the Permittee shall pay all such additional expenses. Payments for said expenses shall be made through the Park District or at the discretion of the Park District directly to the entity providing such facilities, equipment or services. Facilities, equipment and services for which the Permittee shall be financially responsible shall include, but not be limited to, the following:
   (A) Charges for law enforcement officers or private security officers
   (B) Custodial maintenance costs for restroom cleaning and restroom paper goods.
   (C) Removal of graffiti from Permittee storage container.

6. **Permit Fee:** The Permittee paid $40,000 towards the construction of the Challenger Field. Due to the large donation, use of the Challenger Field shall be at no charge for the term of this Agreement.

7. **Park District Regulations:** The Permittee shall use the Premises in compliance with all Park District ordinances, rules, regulations, and policies. Any question as to whether the Premises are being used in accordance with Park District ordinances, rules, regulations and policies shall be determined exclusively by the Park District.
   a. The City of Simi Valley receives grant monies from the U.S. Department of Housing & Urban Development, Community Development Block Grant Program (CDBG.) These funds were awarded to The Amanda McPherson Foundation for use towards the construction of the Challenger Field. Conditions for use of CDBG funds require that an annual Verification of Participant Income Status & Race Ethnicity Data form be completed by all participants of the Challenger Field. Annual distribution and collection of these forms is a requirement for use of the Challenger Field. Forms must be submitted to the Park District within 30 days of request.

8. **Development of Site:** During the term of this Agreement, the Premises may require modification or development to meet the needs of the Permittee. In such event, all costs incurred in such work shall be borne by the Permittee without contribution from the Park District, unless agreed upon by both parties that the Park District will share in the cost of the work.

Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the Park District for review prior to any work being performed. The Park
District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the Permittee. If either the Permittee or the Park District so requests, a meeting shall be held between representatives of the Permittee and the Park District to resolve problems or clarify matters related to the plans and specifications. If the Park District finds the plans and specifications to be acceptable, it shall so advise the Permittee in writing, and the Permittee shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the Park District, the Permittee shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the Park District. All modifications, improvements, and additions performed by the Permittee shall be completed in strict accordance with the plans and specifications which have been approved by the Park District, using materials and construction techniques which are consistent with Park District standards. Construction by the Permittee shall be in strict accordance with all local building codes and requirements.

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

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

9. **Maintenance of Field, Facility, and Equipment:**
The Park District shall be responsible for:

a. General maintenance for the upkeep of the carpeted field.
b. The removal of debris from the field and occasional vacuuming of the carpet as Park District may deem necessary.
c. The maintenance of permanent facilities and equipment including the scoreboard, fencing, bathroom fixtures and plumbing (if not the result of misuse or lack of supervision during league use), sewer drains, water and electric supply and graffiti removal from Park District facilities and equipment
d. All safety and maintenance issues raised by the Permittee in a timely manner.
The Permittee shall:

a. Keep and maintain the Premises, including the restroom building and areas nearby, in a clean, sanitary and orderly condition.

b. Pick up and discard all papers, waste materials, and other debris. This includes but is not limited to dugouts and all immediate surrounding area. Trash cans shall be emptied and refuse discarded. Permittee responsible for supplying trash bags.

c. Supply and restock restroom paper goods.

10. **Damage and Repairs:** The Permittee shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb use of nearby property or facilities or disturb nearby privately owned or publicly owned property. Further, during such times as the Premises are used under this Agreement, the Permittee and its officers, representatives, and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Premises utilized by the Permittee and on property which is adjacent to same. In the event Park District property or properties owned by others are damaged or destroyed as a result of use under this Agreement, the Permittee shall immediately reimburse the Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. The Park District may, at its sole option, upon application by the Permittee, permit the Permittee to repair such damage rather than reimburse the Park District for its costs in having said damage repaired.

11. **Supervision of Use:** Whenever the Permittee shall be using the Premises, the Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangements which have been made by the Permittee and the Park District for use of said Premises. It is specifically understood that it shall not be necessary for the Park District to provide personnel to supervise or assist in the operation of the Permittee's activities. The Park District may, however, monitor the use of the Premises under this Agreement to ensure that such use shall be consistent with this Agreement and the public interest. During all use under this Agreement, the Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.

12. **Temporary Decorations and Displays:** The Permittee may, with Park District approval, place on the Premises covered by this Agreement reasonable decorations and displays appropriate to the Permittee's use of same. Prior to placing such decorations and displays, the Permittee shall submit to the Park District written descriptions and sketches of the decorations and displays desired. The Park District shall approve, reject or suggest appropriate modifications of same within a reasonable period of time after submission. It is specifically understood that all such decorations and displays shall not be offensive to persons who may reasonably be expected to view them. Further, all such decorations and displays shall be placed in such a manner that their use shall not result in damage to or destruction of the Premises or other property of the Park District. Notwithstanding any prior approval given to an exhibition or display, the Park District reserves and retains the rights to add to and to eliminate from such exhibition or display any articles or displays
without liability or responsibility to the Permittee or any other person or entity acting under this Agreement.

The Permittee shall also be permitted to place temporary advertising signs on the Premises provided that they have been approved by the Park District pursuant to the procedure set forth above for approval of temporary decorations and displays. Said advertising signs shall be restricted to outfield fences and shall not be offensive to persons who may reasonably be expected to view them. All proceeds realized by the the Permittee from the installation of advertising signs shall be used for authorized and recognized activities of the Permittee, and they shall not be used for the personal gain of any individual or individuals. The Park District reserves the right to demand removal of the temporary advertising signs from the Premises for any reason.

13. **Use of Portable Equipment**: Portable equipment, such as storage bins, cargo containers, backstops, pitching machines and batting cages shall be permitted under this Agreement. Prior to placing portable equipment on the Premises, which are in addition to the portable equipment in place at the time of execution of this Agreement, the Permittee shall submit to the Park District plans and specifications describing in detail the specific equipment to be used and the planned locations for said equipment. If the use of said equipment is approved by the Park District, with such permission being processed through the Park District, the Permittee may use such portable equipment on the Park District property designated. All such portable equipment shall meet the specifications of the Park District and shall be located in accordance with directions by the Park District. The Permittee shall maintain all such portable equipment in a state of good condition and repair at all times.

14. **Food & Beverages Sales**: The Permittee is permitted to sell food and beverages items, provided that no alcoholic beverages or shelled seeds/nuts shall be sold. All proceeds realized by the Permittee from operation of the snack bar shall be used for authorized and recognized activities of the Permittee, and they shall not be used for the personal gain of any individual or individuals. The Permittee shall, at its sole expense, obtain and maintain all applicable licenses and County health permits associated with the food & beverage sales. The Permittee shall not store anything in the restrooms. Further, Permittee shall not store items in Plumbing Chase that blocks access to the plumbing.

15. **Non-Liability for Loss - Insurance**: This Agreement is made upon the express condition that the Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the the use and maintenance of the Premises. The Permittee hereby assumes all risk of damage to persons and property in or upon the Premises, from any cause or source whatsoever, and the Permittee hereby waives any and all claims against the Park District for damage to persons or property in, on, or about said Premises. The Permittee shall hold the Park District harmless from, and indemnify the Park District against, any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to
property, resulting from or associated with the use and maintenance of the Premises. The Permittee shall further save and hold harmless the Park District from, and indemnify the Park District against, any and all orders, judgments, and decrees which may be entered in any such suits or actions. In order to protect the Park District from liability and loss in this regard, the Permittee shall secure, carry, and maintain at all times during the term of this Agreement, at its sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the Park District and the Permittee. Said insurance shall not be less than the principal amount of One Million Dollars ($1,000,000.00) combined single limit for each occurrence with no aggregate limit for injury to person(s) and damage to property. Evidence of required liability insurance shall be provided on a Certificate of Insurance form with a policy endorsement form naming the Park District as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Agreement shall be provided through insurance brokers and carriers acceptable to the Park District.

16. **Assignment:** The permission to use the fields and facilities contained in this Agreement has been granted by the Park District only after careful consideration of the reputation and responsibility of the Permittee and the nature of the uses to be made of same. Accordingly, this Agreement may not be transferred, assigned or sub-leased to any other individual or entity. Further, the Permittee shall not authorize or permit use of said Premises by other entities or individuals without the prior written approval of the Park District.

17. **Intoxicating Beverages and Drugs:** The Permittee shall not use, or permit to be used, in connection with its use of the Premises, smoking of cigarettes, any intoxicating beverages or drugs without the specific written approval of the Park District. Park District approval for the use of same shall be given only after a formal application has been made to the Park District, and that application has been thoroughly reviewed and evaluated. In the event Park District approval is given for the use of intoxicating beverages in connection with the use of the Premises, the Permittee shall pay such additional charges and costs as shall be associated with such use, and the Permittee shall comply with all additional rules and regulations of the Park District applicable to such use.

18. **Notices:** All notices to be given under this Agreement shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065
Attention: Director of Recreation
Failure of Performance: If the Permittee fails to comply with any of the terms, conditions, provisions, or requirements of this Agreement, the Park District shall give written notice to the Permittee of the violation of the terms and conditions of this Agreement. The Park District shall give the Permittee the opportunity to cure said defects. If the Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to the Park District within thirty (30) days following the giving of said notice by the Park District, the Park District may in its sole discretion temporarily terminate said use or permanently terminate this Agreement and all use of the Premises by the Permittee. If the Park District terminates this Agreement, pursuant to this paragraph, the Permittee and its invitees shall immediately cease use of the facility and they shall, within thirty (30) days following such termination, remove from the facility all equipment and other personal property belonging to the Permittee and invitees. In the event the Permittee does not remove said property within thirty (30) days following termination, said property shall be deemed abandoned and shall become the property of the Park District. In such event, the Park District may use, sell or otherwise dispose of same at its sole discretion. If the Park District elects to dispose of said property, the Permittee shall reimburse the Park District for its costs of doing so within sixty (60) days of being billed for said costs by the Park District.

Waiver: The waiver by the Park District of any breach of any term, covenant, condition, provision, or requirement herein contained shall not be deemed to be a waiver of said term, covenant, condition, provision, or requirement or any subsequent breach of same or any other term, covenant, condition, provision, or requirement herein contained.

RANCHO SIMI RECREATION AND PARK DISTRICT

PERMITTEE: SIMI VALLEY LITTLE LEAGUE

By__________________________________________  By__________________________________________
Doug Gale, Director of Recreation                    Miccal Jackson, President

APPROVED AS TO FORM:

__________________________________________
Brian Pierik, Legal Counsel
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DATE: April 17, 2014

TO: District Manager

FROM: Director of Recreation

SUBJECT: Approval of Permit Agreement For Use of Recreational Facilities at Apollo High School by Simi Valley Girls Softball League

Attached is a copy of the proposed facility use agreement with Simi Valley Girls Softball League. The previous Agreement with Simi Valley Girls Softball League expired July 1, 2013. It was not renewed in a timely manner primarily due to the transition of the responsibility moving from the District's Planning Department to Recreation and was missed. If approved, the proposed Agreement would backdate to July 1, 2013 and would expire December 31, 2014 to correspond with the local youth baseball agreements' expiration date. Legal Counsel is reviewing the Agreement and, should changes be recommended, they will be distributed at the Board Meeting.

In summary, staff is suggesting modifications to the most recent Agreement be made in the following ways:

1. Field Use Fee increased.
   a. The annual use fee of the Apollo softball fields was $2,250/year in the prior Agreement, which translates to $750 per year per field (3 fields.) The increase to $950 per year per field and to $1,000 the following year is to match the fees charged local baseball organizations.
   b. The term was modified to expire at the end of December which aligns better with upcoming girls softball seasons which begin annually in January. The prior Agreement began July 1 and ended June 30 which corresponds to the 1st Addendum to Agreement for Joint Use of Grounds, Buildings, Facilities and Equipment with the Simi Valley Unified School District.

2. Exhibit B was modified to show the Challenger Field location is no longer available to Simi Valley Girls Softball.

**Board Action Requested**

Board Approval of Permit Agreement for Use of Recreational Facilities at Apollo High School Softball Fields with Simi Valley Girls Softball League.

[Signature]

Doug Gale
Administrator
Recreation & Leisure Services
1) **Permit to Use:** Simi Valley Girls Softball ("Permittee") is hereby granted an exclusive Facility Use Permit ("Permit") for the use of the three softball fields ("Facility") located at the Simi Valley Unified School District ("School District") Apollo High School, 3150 School Street, Simi Valley, CA 93065, for girls' softball practices, league games, tournaments and competitions. The Facility is depicted in Exhibit B which is attached hereto and incorporated herein by this reference.

2) **Term of Permit:** This Permit shall be for a term commencing July 1, 2013 and ending December 31, 2014. Term is subject to the Rancho Simi Recreation and Park District ("Park District") and Simi Valley Unified School District 1st Addendum to the Agreement for Joint Use of Grounds, Buildings, Facilities and Equipment granting Park District use of Facility.

3) **Scheduling of Use:** Permittee shall have the right to the full and unrestricted use of the Facility, together with the Facility's related parking areas and the Monte Vista School portable classroom boys' and girls' restrooms, on the days and times as specified below:
   A) Monday through Friday, 4:00 p.m. to 7:30 p.m. or dusk.
   B) Saturdays/Sundays: 7:00 a.m. to 7:30 p.m. or dusk.
   C) The District reserves the right to schedule additional use of the Facility when the Facility is not being used by the Permittee.

4) **Sublease of Facility:** Permittee is not permitted to sublease or utilize Facility for any use other than the uses specified in this Permit without prior written permission from the Park District.
Permittee shall not use the Facility for special events (for example, fundraisers, tournaments, walk-a-thons, carnivals, and rallies) or any other purpose beyond the purposes defined in Paragraph 1, “Permit to Use,” without written permission from the Park District. Permittee shall submit a written request to Park District for permission to hold a special event (a) prior to issuing any publicity regarding the event, and (b) a minimum of forty-five (45) days prior to the event. Park District shall respond to Permittee’s request in writing within fourteen (14) days of receipt of written request.

5) **Facility Use Fee:** The Permittee shall pay $950.00 per field per calendar year x 3 fields ($2,850.00 total) for use of the premises, payable by May 30, 2014. Fee is intended to increase to $1,000.00 per field the following year with fees due by January 31, 2015.

6) **Exclusive Use by Permittee:** During the term of this Permit, use of the Facility shall be limited to the Permittee and its invitees. Permittee may enforce this policy as necessary. To assist with enforcement of this policy, signs shall be posted stating:

    “You must be either a permit holder or the invitee of a permit holder in order to enter this facility. Please call (805) 584-4400 for further information. Thank you for your cooperation. Rancho Simi Recreation and Park District.”

7) **Maintenance of Fields, Facilities and Equipment:** The Park District shall be responsible for and provide general maintenance for the upkeep of the Facility covered by this Permit, including mowing and irrigation of turf, maintenance of the Facility’s irrigation system, and rodent control.

8) **Annual Closure for Turf Renovations:** The Park District does not anticipate needing to close the Facility for an extended period of time for turf renovations and repairs during this Permit term. If turf repairs or other major renovation projects are required, Park District will work together with Permittee to schedule an appropriate time for the field closures.
9) **Trash Receptacle / Trash Removal:** During the entire term of this Permit, Permittee shall be financially responsible to provide for the removal of trash and debris resulting from use by Permittee. After each use by the Permittee, all papers, waste materials, and other debris shall be picked up and collected by Permittee and discarded.

10) **Portable Toilets:** If Permittee desires a portable toilet on site, it is permitted but Permittee shall be financially responsible to furnish portable toilets sufficient to service the needs of Permittee and its invitees during all practices, games, tournaments and competitions. The portable toilets shall be serviced on a regular basis, and shall be maintained in a clean, tidy and wholesome condition at all times.

11) **Monte Vista School Portable Classroom Restrooms:** The Monte Vista School portable classroom building is located on the northeast corner of the Apollo High School Fields. During the term of this Permit, Permittee is permitted to utilize the Monte Vista School portable classroom building boys’ and girls’ restrooms during practices, games, tournaments, and other events. Park District shall provide daily cleanup of the boys’ and girls’ restrooms to assure that the restrooms are maintained in a clean, tidy and wholesome condition at all times. However, Permittee is required to monitor the use of the restrooms to assure use is limited to Permittee and its invitees, and to assure that no loitering, horseplay, smoking, drug or alcohol use, vandalism or other abuse of the restrooms occur. Permittee shall pick up all trash and debris in the restrooms at the conclusion of each use and discard same in the trash receptacles provided.

Permittee acknowledges that permission and terms for use of the Monte Vista School portable classroom restrooms may be subject to change based on issues that may arise during the term of the Permit.
12) **Storage Units:** During the term of this Permit, Permittee is permitted to provide, at its sole cost and expense, three storage units to be located within the Facility for storage of softball equipment and supplies. Permittee shall coordinate with Park District and receive prior approval from Park District regarding placement of the storage unit within the confines of the Facility.

13) **Compliance with Rules and Regulations:** Permittee shall use the Facility in compliance with all School District and Park District ordinances, rules, regulations and policies, including complying with signs posted at the Facility. Any question as to whether the Facility is being used in accordance with Park District or School District ordinances, rules, regulations and policies shall be determined by the relevant entity, either the Park District or School District.

Permittee shall not use, or permit to be used, in connection with its use of the Facility, smoking of cigarettes, any intoxicating beverages, or drugs.

14) **Pets:** Pets of any kind are not allowed in the Facility at any time. The only animals allowed in the Facility are guide dogs or disability assistance dogs accompanied by their trainer or disabled owner. Permittee may enforce this policy as necessary.

15) **Damage and Repairs:** Permittee shall not commit any waste upon the Facility, or any nuisance or other act or thing which may disturb use of nearby privately owned or publicly owned property. Further, during such times as the Facility is used under this Permit, the Permittee and its officers, representatives and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Facility utilized by the Permittee and on property which is adjacent to same. In the event the Facility, Park District properties or properties owned by others are damaged or destroyed as a result of use under this Permit, the Permittee shall immediately reimburse Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. Park District may, at its sole option, upon application by Permittee, permit Permittee to repair such
damage rather than reimburse Park District for its costs in having said damage repaired.

Permittee shall be responsible for repair and replacement of Permittee’s equipment, furniture and fixtures within the Facility, including repairs and maintenance needed as a result of normal wear and tear, and any graffiti or vandalism.

16) **Supervision of Use:** Whenever Permittee shall be using the Facility, Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangement which have been made by Permittee and Park District for use of said Facility. It is specifically understood that it shall not be necessary for Park District to provide personnel to supervise or assist in the operation of Permittee’s activities. Park District may, however, monitor the use of the Facility under this Permit to ensure that such use shall be consistent with this Permit and the public interest. Permittee shall discourage parking of cars by attendees on the streets and shall encourage the parking in the School District parking lot(s). During all use under this Permit, Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.

17) **Temporary Decorations, Displays and Advertising Prohibited:** Permittee is prohibited from posting temporary decorations, displays and advertising on and around the Facility.

18) **Development of Site:** During the term of this Permit, Permittee may desire to modify or develop Facility to meet the needs of Permittee. In such event, all costs incurred in such work shall be borne by Permittee without contribution from Park District, unless agreed upon in writing by both parties that Park District shall share in the cost of the work.
Plans and specifications for all proposed modifications, improvements and additions shall be submitted to Park District for written approval prior to any work being performed. All modifications, improvements and additions performed by Permittee shall be completed in strict accordance with the plans and specifications which have been approved by Park District, using materials and construction techniques which are consistent with Park District standards. Construction by Permittee shall be in strict accordance with all local building codes and requirements.

19) **Non-Liability for Loss / Insurance:** This Permit is made upon the express condition that the School District and Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use and maintenance of Facility. Permittee hereby assumes all risk of damage to persons and property in or upon the Facility, from any cause or source whatsoever, and Permittee hereby waives any and all claims against the School District and Park District for damage to persons or property in, on, or about said Facility. Permittee shall hold the School District and Park District harmless from, and indemnify the School District and Park District against, any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding or action brought for injury to persons or damage to property, resulting from or associated with the use and maintenance of the Facility. Permittee shall further save and hold harmless the School District and Park District from, and indemnify the School District and Park District against, any and all orders, judgments, and decrees which may be entered in any such suits or actions. In order to protect the School District and Park District from liability and loss in this regard, Permittee shall secure, carry and maintain at all times during the term of this Permit, at its sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the School District and Park District and the Permittee. Said insurance shall not be less than the principal amount of **One Million Dollars** ($1,000,000.00) combined single limit for each occurrence with no aggregate limit.
for injury to person(s) and damage to property. Evidence of required liability insurance shall be provided on an acceptable Certificate of Insurance form with a policy endorsement form naming the Simi Valley Unified School District and Rancho Simi Recreation and Park District as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Permit shall be provided through insurance brokers and carriers acceptable to the School District and Park District.

20) **Notices:** All notices to be given under this Permit shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District  
1692 Sycamore Drive  
Simi Valley, CA 93065  
Attention: Doug Gale, Recreation and Leisure Services Administrator  
Notice shall be given to the Permittee at the following address:

Simi Valley Girls Softball  
Post Office Box 1111  
Simi Valley, CA 93062  
Attention: John Whiteley, President

21) **Failure of Performance:** If Permittee fails to comply with any of the terms, conditions, provisions or requirements of this Permit, Park District shall give written notice to Permittee of the violation of the terms and conditions of this Permit. The Park District shall give Permittee the opportunity to cure said defects. If Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to Park District within thirty (30) days following the giving of said
notice by Park District, Park District may, in its sole discretion, temporarily
terminate said use or permanently terminate this Permit and all use of the Facility
by Permittee. If Park District terminates this Permit, pursuant to this paragraph,
Permittee and its invitees shall immediately cease use of the Facility and they
shall, within thirty (30) days following such termination, remove from Facility all
equipment and other personal property belonging to the Permittee and invitees. In
the event Permittee does not remove said property within thirty (30) days following
termination, said property shall be deemed abandoned and shall become the
property of the Park District. In such event, Park District may either use, sell or
otherwise dispose of same at its sole discretion. If Park District elects to dispose
of said property, Permittee shall reimburse Park District for its costs of doing so
within sixty (60) days of being billed for said costs by Park District.

22) **Waiver:** The waiver by Park District of any breach of any term, covenant,
condition, provision, or requirement herein contained shall not be deemed to be a
waiver of said term, covenant, condition, provision or requirement of any
subsequent breach of same or any other term, covenant, condition, provision, or
requirement herein contained.

SIMI VALLEY GIRLS
SOFTWARE LEAGUE

______________________________
John Whiteley, President

RANCHO SIMI RECREATION
AND PARK DISTRICT

______________________________
Doug Gale, Director of Recreation

Date: ________________________    Date: ________________________

APPROVED AS TO FORM;

______________________________
Brian Pierik, Legal Counsel
EXHIBIT B
APOLLO HIGH SCHOOL THREE
SOFTBALL FIELDS
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:        April 17, 2014

TO:          District Manager

FROM:        Director of Planning and Maintenance

SUBJECT: Approval of a Resolution Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Nonexclusive Easement Over a Portion of Arroyostow Park

Background and Overview:

On February 6, 2014, the Board approved a resolution authorizing the execution of a nonexclusive easement deed to the Ventura County Watershed Protection District over a portion of Arroyostow Park. This non-exclusive easement deed corrected the “metes and bounds” description of a previously executed nonexclusive easement deed approved by the Board back in May 18, 2000. Upon recordation of the revised nonexclusive easement deed by the County’s Public Works Department, the County agreed to Quitclaim the original nonexclusive easement area back to the Park District.

Current Findings:

Attached is a copy of the Quitclaim Deed (see Attachment A) prepared by the County of Ventura Public Works Department for acceptance by the Park District.

Board Authorization Requested:

That the Board approve the Resolution Accepting a Quitclaim Deed from the Ventura County Watershed Protection District Conveying Back to the Rancho Simi Recreation and Park District a Nonexclusive Easement Over a Portion of Arroyostow Park.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO._____

RESOLUTION ACCEPTING A QUITCLAIM DEED FROM THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT CONVEYING BACK TO THE RANCHO SIMI RECREATION AND PARK DISTRICT A NONEXCLUSIVE EASEMENT OVER A PORTION OF ARROYOSTOW PARK

WHEREAS, the Rancho Simi Recreation and Park District ("Park District") is the holder of fee title to certain real property commonly referred to as Arroyostow Park located on Stow Street adjacent to the Arroyo Simi Flood Control Channel, in the City of Simi Valley, County of Ventura, State of California; and

WHEREAS, on May 18, 2000, the Board of Directors of the Rancho Simi Recreation and Park District authorized the execution of a nonexclusive easement deed to Ventura County Watershed Protection District ("County") over a portion of Arroyostow Park for the purpose of constructing an access road and related purposes to service the Arroyo Simi Flood Control Channel; and

WHEREAS, during construction, the County discovered a radial point survey alignment error in the construction of the channel that reduced the amount of park property required to construct the access road project; and

WHEREAS, on February 6, 2014, the Board of Directors of the Rancho Simi Recreation and Park District authorized the execution of a revised nonexclusive easement deed to correct the previously recorded nonexclusive easement conveyed by the Park District to the County, and the County agreed to Quitclaim the original nonexclusive easement deed back to the Park District; and

WHEREAS, a good and sufficient Quitclaim Deed dated March 25, 2014, has been submitted to the Park District by the County conveying to the Park District all right, title, and interest in and to that portion of Arroyostow Park which is more fully described in the Quitclaim Deed attached hereto as Attachment "A"; and

WHEREAS, said Quitclaim Deed has been reviewed by Park District staff and legal counsel and found to be in proper form.

NOW, THEREFORE, BE IT RESOLVED that said Quitclaim Deed presented to the Board of Directors of the Rancho Simi Recreation and Park District conveying to the Park District all right, title, and interest in and to a portion of Arroyostow Park located adjacent to the Arroyo Simi Flood Control Channel, the legal description of which is specifically set forth in said Quitclaim Deed, be, and the same is, hereby accepted, and that said Quitclaim Deed be recorded in the official records of Ventura County, California.
The foregoing resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at its regular meeting held on April 17, 2014, at 1692 Sycamore Drive, Simi Valley, California on a motion by

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chair, Board of Directors
Rancho Simi Recreation and Park District
ACCEPTANCE OF QUITCLAIM DEED

This is to certify that the interest in real property conveyed by the foregoing Quitclaim Deed dated March 25, 2014, from Ventura County Watershed Protection District to Rancho Simi Recreation and Park District, a public entity, is hereby accepted by order of the Board of Directors on April 17, 2014, and the Rancho Simi Recreation and Park District consents to recordation thereof by its duly authorized officer.

DATED: ____________  Rancho Simi Recreation and Park District

By ________________________________
Larry Peterson, District Manager

STATE OF CALIFORNIA
COUNTY OF VENTURA

On _____________ before me, ________________________________________

personally appeared ____________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature ____________________________  (seal)

Signature of Notary Public
ATTACHMENT A
Recorded at the request of and
Return to Public Works Agency
Real Estate Services Division
A. P. # 651-0-103-175
Instrument # 10,004.416E(A)

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

QUITCLAIM DEED
(ARROYO SIMI)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

do(es) hereby remise, release, and forever quitclaim to

RANCHO SIMI RECREATION AND PARK DISTRICT

all right, title, and interest in and to the hereinafter described real property in the State of California, County of Ventura.

[See description attached as Exhibit "A", attached hereto and made a part hereof]
That portion of Lot 148 of Tract No. 2057-2, in the City of Simi Valley, County of Ventura, State of California, shown on the map recorded in the office of the County Recorder of said Ventura County in Book 55, Page 91, of Miscellaneous Records, described as follows:

A strip of land, 12.00 feet wide, lying 6.00 feet on each side of the following described line:

Beginning at a point in the west line of said Lot 148, distant along said west line North 0°24'29" East 24.85 feet from the most southwesterly corner of said Lot 148; thence, leaving said west line and along a nontangent curve concaved southerly, having a radius of 45.00 feet, and having a radial to the beginning of said curve that bears North 1°19'13" East,

1st - Easterly 11.43 feet through a central angle of 14°32'52"; thence,

2nd - South 74°7'55" East 50.63 feet to the beginning of a tangent curve concaved southwesterly and having a radius of 45.00 feet; thence, along said curve,

3rd - Easterly and southeasterly 15.33 feet through a central angle of 19°31'29"; thence,

4th - South 54°36'26" East 51.36 feet to the south line of said Lot 148.

The sidelines of said strip are prolonged or shortened to begin in the west line of said Lot 148 and terminate in the south line thereof.

EXHIBIT A
Instr. # 10,004.416E(A)

Dated: 3/25/2014

Ventura County Watershed Protection District
BY: Janice Turner, Director
Central Services Department

APPROVED:

Keith B. Filegar, Manager Real Estate
Service, County of Ventura

March 25, 2014
ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF VENTURA  

On March 25, 2014, before me, Pamela L. Landes, Deputy County Clerk, personally appeared Janice Turner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARK A. LUNN, County Clerk and Recorder  
County of Ventura, California

By: [Signature]

Deputy County Clerk
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