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 – October 23, 2014

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-Time Employee of the Month for October 2014 to Mario Delgado

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 10/31/14 (payroll); 10/31/14 (payables)
   B. Receive and File Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees

** 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 Supplemental Agreement for the Recreational Use of the Ventura County Watershed Protection District’s Rights-of-Way Along the Arroyo Simi Within the City of Simi Valley for the Arroyo Simi Greenway Project – Phase 2 Using Proposition 84 Grant Funding by Rancho Simi Recreation and Park District
   B. Approval of Agreement for Rancho Simi Recreation and Park District’s Purchase of the Knolls Fire Station from the City of Simi Valley
   C. Approval of Resolution Accepting a Quitclaim Deed from the City of Simi Valley for the Knolls Fire Station (APN: 646-0-200-180)
D. Authorization to Solicit Bids for Cart Mounted GPS System at Simi Hills Golf Course 120-14-e

E. Discussion and Action on Placement of Water Only in Vending Machines Located in Oak Park 27-14-d 51K-14-i

IX. WRITTEN COMMUNICATIONS

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

None

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1000 N. KANAN RD., OAK PARK, CA 91377
OCTOBER 23, 2014, 6:30 P.M.

AGENDA
ITEM

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

PLEDGE OF ALLEGIANCE: Led by Brian Reed

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

Staff: Doug Gale, Karen Garber, Lee Martin, Teresa Moore, 
Wayne Nakaoka, Carol Odenberg, Larry Peterson, Theresa 
Pennington, Brian Pierik, Esq., Brian Reed, Robin Walker

Guests:

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

None.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – October 9, 2014

ACTION: Director O’Brien moved to Approve the Minutes of the Regular Meeting of October 9, 2014; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Full-Time Employee of the Month for September 2014 to Theresa Pennington

Director of Administration Garber read the nomination of Theresa Pennington. She said that she agreed with everything stated, and added that Theresa is a person with integrity, character, and patience. She accomplishes an enormous amount of work and is a real asset to the District. Chair Johnson presented Theresa with the award and thanked her on behalf of the Board for all her work. Director of Recreation Gale also expressed appreciation for her work. District Manager thanked Theresa for keeping a positive attitude, a smile on her face, and a can-do approach to things. Theresa said she was truly honored and it is a pleasure to work for the District, and also thanked staff for coming to the meeting to support her.

VI. CONSENT AGENDA:

Chair Johnson pulled Item VI. (C) from the agenda for discussion. The Board Members discussed whether the District should stock water only in the vending machines at District parks
in Oak Park. The Board felt that the District has a contract with Coca-Cola and should honor it, and that we need to be able to continue giving the options to the public. Also expressed was that having water only may give the perception that the District is attempting to monitor people’s behavior. It would have an affect on revenues also. The Chair noted the District is providing for the open public and is under no obligation to conform to rules that the school district may be under. District Manager clarified that the contract does allow the District to change what can be put in the vending machines, and we would not breach the contract by requiring Coca-Cola to stock the machines with all water. The Board added that the District already offers water, Powerade, Coke and Diet Coke so the public has the option of water if they want it. District Manager said the Oak Park committee considered this item and voted for a change to water only.

The Chair gave direction to staff to communicate the Board’s comments from this meeting to staff for consideration. Staff will take them into account before making a final determination.

(A) Approval of Check Registers: 10/17/14 (payroll); 10/15/14 (payables)

(B) Approval of Notice of Completion and Final Acceptance for the New Vista After School Club Phase One Construction Project 14-14-g

(C) Receive and File Report Regarding Placement of Water Only in Vending Machines Located in Oak Park 27-14-c; 51K-14-h

Item VI. (C) was pulled from the Agenda.

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

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Authorization to Solicit Bids for Tree Pruning Services at Various District Parks 7-14-h

ACTION: Director O’Brien moved to Approve the Authorization to Solicit Bids for Tree Pruning Services at Various District Parks; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Award of Contract for the Rancho Santa Susana Community Center Exterior Painting and Masonry Wall Sealing Project 116-14-c

ACTION: Director Cavanaugh moved to Approve Award of Contract for the Rancho Santa Susana Community Center Exterior Painting and Masonry Wall Sealing Project to Economos Painting in the Amount of $40,400.00 which includes the Project’s Base Bid and Additive Bid Alternate; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

ACTION: Director Cavanaugh moved to Authorize the District Manager to Execute an Agreement with Economos Painting on Behalf of the District and to Amend the Agreement for Project Contingencies in an Amount Not to Exceed 15% of the Contract Award or $6,060.00, If and When the Need Arises for Extra Work or Modifications to the Project – the Total Allocation for the Contract is Therefore $46,460.00; Director O’Brien seconded the motion. Motion carried with a unanimous vote.
(C) **Approval of Resolution Adopting Annual Budget for FY 2014-15 124-14-g**

**ACTION:** Director O’Brien moved to Approve Resolution No. 1892 Adopting Annual Budget for FY 2014-15; Director Cavanaugh seconded the motion. Motion carried with the following roll-call vote:

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

(D) **Approval of the Planning and Maintenance Projects Fiscal Year 2014-15 and the Three-Year Capital Improvement Program FY 2014-15 – 2017-18 124-14-h**

**ACTION:** Director Cavanaugh moved to Approve the Planning and Maintenance Projects Fiscal Year 2014-15 and the Three-Year Capital Improvement Program FY 2014-15 – 2017-18; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(E) **Approval of FY 2015-16 District Budget Calendar 138-14-c**

**ACTION:** Director Cavanaugh moved to Approve FY 2015-16 District Budget Calendar; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(F) **Selection of Candidate to Serve as Special District Alternate Member to the Ventura Local Agency Formation Commission (“LAFCO”) 46-14-b**

**ACTION:** Chair Johnson moved to Approve Candidate Mike Mishler to Serve as a Special District Alternate Member to the Ventura Local Agency Formation Commission (“LAFCO”); Director O’Brien seconded the motion. Motion carried with a unanimous vote.

IX. **WRITTEN COMMUNICATIONS:**

(A) **Letter and Certification of Appointment of Directors from the County of Ventura Clerk Recorder/Registrar of Voters, wherein the Board of Supervisors Certifies the Appointment of Dee Dee Cavanaugh and Gene “Hoss” Hostetler to Full Terms on the Rancho Simi Recreation and Park District’s Board of Directors Commencing December 5, 2014 and ending December 7, 2018 36-14-b**

Letter and Certification were received and filed.

X. **REPORTS BY BOARD MEMBERS:**

Director O’Brien attended the NRPA conference. She said most of the sessions were very good and educational, and she will be downloading all the handouts.

Director O’Brien asked for the status of the pump situation at Rancho Simi Community Park pool. District Manager said everything is working now and the pool went back into operation on October 3rd. He said the high school’s water polo team was affected while it was down, but they found an alternate location at CLU to use during that time.

Director Cavanaugh attended a Simi Valley Community Foundation dinner along with Chair Johnson during which time Vice Chair Freeman was honored as a Humanitarian of the Year. She thought it was a very nice event.
Director Cavanaugh attended the NRPA conference. She said there were many varied and educational sessions, and some she attended along with Recreation Supervisor Peace. They obtained some good ideas for the District, and she brought back some informational brochures for maintenance.

Chair Johnson also attended the NRPA conference. He attended some sessions that dealt with statistics and what is going on in the academia world in relation to parks and recreation, and also the value of open space and park recreation for the community. He mentioned a study that showed what a park district is worth, and said one was for a N. Carolina area that showed they spent $2.9 mil. of a $40 mil. budget for the park system and it brought a $13.9 mil. return to the district.

XI.

REPORT BY District MANAGER:

District Manager and Director of Planning and Maintenance met with the Fire District personnel in Oak Park to evaluate the District's fuel modification efforts and to discuss additional requested work. He said they reached an understanding as to what the District should do as it considers fire risk and other environmental issues.

District Manager toured Alamos Canyon with Senior Management Analyst, Nature Conservancy, Wildlife Conservation Board, and Waste Management staff to review property in relation to various grant criteria. They also discussed how the District may allow public access to that area.

District Manager stated that Weekend Lead Person Chris Morris is retiring from the District, and a retirement party will be held for him at Strathearn Historical Park on November 7th. His departure creates a promotional opportunity for existing staff members, and three candidates have expressed an interest in the position. Interviews will be conducted on October 24th.

The Chair called a Closed Session at 7:13 p.m.

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

XII.

CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Mr. C. R. Joshi
Agency Claimed Against: Rancho Simi Recreation and Park District

Chair Johnson stated that no reportable action was taken on this item.

XIII.

ADJOURNMENT: The Chair moved to adjourn the meeting at 7:29 p.m. Motion carried with a unanimous vote.

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

Date: November 6, 2014

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for October, 2014 to Mario Delgado

FULL-TIME EMPLOYEE OF THE MONTH FOR OCTOBER, 2014
The District's full-time employee of the month for October, 2014 is Mario Delgado. Mario started working full time for the District in October, 2006. He works as a Groundskeeper I in Oak Park and is also the Caretaker at Oak Canyon Community Park. This is his first award for Employee of the Month!

NOMINATION NARRATION
The person who nominated Mario had this to say about him, “Mario has been working for the Park District for about 8 years. He has been on the Central Crew and the Oak Park Crew. This employee has assisted on many park improvement projects. He works well independently as well as in a group. He takes pride in all that he does and has a great work ethic. His hard work and endless efforts to keep the parks looking great is appreciated by the public and his fellow crew members. His dedication and striving to improve the appeal of the parks that he is assigned to is admirable and therefore should not go unrecognized. He always has a positive attitude which makes it a pleasure working alongside of him.

I am nominating Mario for employee of the month because he is dependable in difficult situations, he takes pride in all his work, he has a positive attitude, and a great sense of humor. For these reasons I feel he is undeniably a prime candidate for employee of the month.”

BOARD ACTION
Mario Delgado has been invited to attend the November 6, 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.

Karen Garber
Director of Administration
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 6, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Receive and File Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees

BACKGROUND

Attached for your review is the Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees, for period ending June 30, 2014. This report demonstrates the District had a beginning balance of Park Dedication Fees, as of July 1, 2014, equal to $3,882,647. During the current fiscal year staff anticipates additional revenues will include interest and Park Dedication Fees.

In addition to these funds, the attached report lists other funding sources for particular projects (i.e., assessment funds, grants, donations). Staff has expended considerable effort ensuring projects are properly and completely funded, in accordance with the 2014-15 project list and consistent with the District’s adopted Annual Budget for Fiscal Year 2014-15.

BOARD ACTION REQUESTED

Staff recommends the Board receive and file this report.

[Signature]

Larry Peterson
District Manager
### SUMMARY OF PROJECTS PRIMARILY FUNDED BY PARK DEDICATION FEES

**QUARTER ENDING JUNE 30, 2014**

**FUNDS ON HAND AS OF JULY 1, 2014**

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### SUMMARY OF CURRENT PARK DEDICATION FEES
#### SUMMARY OF PROJECTS PRIMARILY FUNDED BY PARK DEDICATION FEES

**QUARTER ENDING JUNE 30, 2014**

**RANCHO MADERA COMMUNITY PARK PLANNING AREA (1 OF 1)**

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**Madera Planning Area Total**

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**10/29/14**
### SUMMARY OF CURRENT PARK DEDICATION FEES & SUMMARY OF PROJECTS PRIMARILY FUNDED BY PARK DEDICATION FEES

**QUARTER ENDING JUNE 30, 2014**

RANCHO SANTA SUSANA COMMUNITY PARK PLANNING AREA (PAGE 1 OF 5)

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# SUMMARY OF CURRENT PARK DEDICATION FEES &
# SUMMARY OF PROJECTS PRIMARILY
# FUNDED BY PARK DEDICATION FEES

## QUARTER ENDING JUNE 30, 2014

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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 6, 2014

TO: District Manager

FROM: Senior Management Analyst

SUBJECT: Approval of Supplemental Agreement for the Recreational Use of the Ventura County Watershed Protection District’s Rights-of-Way Along the Arroyo Simi Within the City of Simi Valley for the Arroyo Simi Greenway Project – Phase 2 Using Proposition 84 Grant Funding by Rancho Simi Recreation and Park District

Background

In September 2010, the California Natural Resources Agency awarded Rancho Simi Recreation and Park District $802,275.00 from the River Parkways Grant Program’s Round 1 funds for the construction of the Arroyo Simi Greenway Phase 1 project. The River Parkways Grant Program was funded by the Proposition 84 Safe Drinking Water, Water Quality Supply, Food Control, River and Coastal Protection Bond Act of 2006.

As a condition of that grant award, the Park District was required to provide evidence to the State of an agreement between the Ventura County Watershed Protection District (VCWPD) and the Park District allowing for the construction of the Phase 1 improvements within the VCWPD rights-of-way.

To comply with that requirement, in May 2011 the Park District and VCWPD executed the Supplemental Agreement for the Recreational Use of the Ventura County Watershed Protection District’s Rights-of-Way Along the Arroyo Simi Within the City of Simi Valley for the Arroyo Simi Greenway Project – Phase 1 Using Proposition 84 Grant Funding by Rancho Simi Recreation and Park District.

Construction began on the Phase 1 project in December 2013, and was completed in June 2014.

In October 2011, the Park District applied for River Parkway Grant Program Round 2 funds to construct the Arroyo Simi Greenway Phase 2 project. In November 2012 the California Natural Resources Agency announced that the Arroyo Simi Greenway Phase 2 project was one of 33 projects selected for funding in Round 2. The total cost of Phase 2 will be $1,246,552.80. The project is being funded by the River Parkways Grant Program award of $886,642.00, matching funds from the Park District ($166,910.80) and the City of Simi Valley ($150,000.00), and local in-kind donations ($43,000.00).

The project includes the construction of two new paved trail sections totaling 1.67 miles. One section extends from Erringer Road westward to First Street (1.04 miles), and the second section
extends from Madera Road westward to Stargaze Place (0.63 miles). The project also includes construction of three new trail entries (the northwest and southwest trail entries at Madera Road, and the trail entry at Stargaze Place) and three signalized trail/street crossings at three locations where the trail intersects with major streets (the west side of the Royal Avenue intersection, the south side of the Sycamore Drive intersection, and the south side of the Erringer Road intersection). Additional identification/directional signage, benches and trash receptacles will also be installed.

The Grant Agreement executed on January 2, 2014, between the Park District and the California Natural Resources Agency for the Arroyo Simi Greenway Project - Phase 2 also requires that the Park District provide evidence of an agreement between VCWPD and the Park District for the construction of Phase 2 improvements.

In order to fulfill this requirement, Park District and VCWPD staff updated the Phase 1 Supplemental Agreement between the two agencies with the details of the Phase 2 project. The terms of the agreement remain identical to the terms in the agreement signed between the two agencies for the Phase 1 project.

The Supplemental Agreement between the Ventura County Watershed Protection District and Rancho Simi Recreation and Park District is attached and has been reviewed and approved by Park District Legal Counsel. Under the terms of the Agreement, the Watershed Protection District agrees to allow the Park District to operate and maintain the Arroyo Simi Greenway Phase 2 project improvements paid for by Proposition 84 grant funds administered through the California Natural Resources Agency for a period of not less than 20 years from the date of completion of construction or installation.

**Fiscal Impact:** The Rancho Simi Recreation and Park District FY 2014-2015 Annual Budget has sufficient funds budgeted for the Arroyo Simi Greenway Project – Phase 2 to fund project expenditures in advance of the receipt of reimbursing grant funds.

**Board Action Requested:**

That the Board Approve the Supplemental Agreement for the Recreational Use of the Ventura County Watershed Protection District’s Rights-of-Way Along the Arroyo Simi Within the City of Simi Valley for the Arroyo Simi Greenway Project – Phase 2 Using Proposition 84 Grant Funding by Rancho Simi Recreation and Park District.

Robin Walker
Senior Management Analyst
SUPPLEMENTAL AGREEMENT
SUPPLEMENTAL AGREEMENT FOR THE RECREATIONAL USE OF THE
VENTURA COUNTY WATERSHED PROTECTION DISTRICT'S RIGHTS-OF-WAY
ALONG THE ARROYO SIMI WITHIN THE CITY OF SIMI VALLEY FOR THE ARROYO
SIMI GREENWAY PROJECT – PHASE 2 USING PROPOSITION 84 GRANT FUNDING
BY RANCHO SIMI RECREATION AND PARK DISTRICT

Agreement No. __________

This Supplemental Agreement For the Recreational Use of the Ventura County
Watershed Protection District's Rights-of-Way Along the Arroyo Simi Within the City of
Simi Valley for the Arroyo Simi Greenway Project – Phase 2 using Proposition 84 grant
funding by Rancho Simi Recreation and Park District (hereinafter referred to as
"Supplemental Agreement") is made and entered into by and between the VENTURA
COUNTY WATERSHED PROTECTION DISTRICT (hereinafter referred to as the
"DISTRICT"), and the RANCHO SIMI RECREATION AND PARK DISTRICT (hereinafter
referred to as the "RSRPD").

WHEREAS, on October 19, 1993, the DISTRICT approved Agreement No. FC 0-
93-2A with the RSRPD for the recreational use of certain DISTRICT rights-of-way
including Arroyo Simi (hereinafter referred to as "AGREEMENT"), which is attached
hereto as Exhibit 1 and made a part of this Supplemental Agreement; and

WHEREAS, attached to the AGREEMENT and made a part thereof is the
DISTRICT policy for recreational use of DISTRICT rights-of-way, (hereinafter referred to
as "POLICY"), which POLICY has been updated through Board approval on August 10,
2010 and made a part of this Supplemental Agreement as Exhibit 2; and

WHEREAS, the POLICY provides that the recreational use shall not conflict with
DISTRICT use of the rights-of-way for flood control purposes and shall be limited to
existing service roads and bridge under-crossings along soft channel or stream bottoms,
where use of the channel bottom is safe; and

WHEREAS, the POLICY provides that the DISTRICT can terminate the uses
allowed by the issuance of an encroachment permit upon providing sixty days written
notice of termination; and

WHEREAS, the RSRPD has obtained Proposition 84 grant funds from the
California Natural Resources Agency for the Arroyo Simi Greenway Project – Phase 2
(hereinafter referred to as "PROJECT SITE"), which, as included in the Specific Plan for
the PROJECT SITE envisions joint uses of the DISTRICT'S rights-of-way that do not
comply with the POLICY; and

WHEREAS, the entirety of the DISTRICT'S rights-of-way for the Arroyo Simi in the
City of Simi Valley, including the area envisioned for the PROJECT SITE serves as a
critical facility for storage, staging, and stockpiling for operations and maintenance, and
as a floodway, floodplain and detention area for the Arroyo Simi, and its primary function in its current use is for flood control including life and safety purposes; and

WHEREAS, RSRPD proposes to construct within the PROJECT SITE certain improvements such as: 1.04 miles of new paved trail on the south side of the Arroyo Simi between Erringer Road and First Street; 0.63 miles of new paved trail on the north side of the Arroyo Simi between Madera Road and Stargaze Place; three new trail entries that meet the DISTRICT’s approval; installation of limited identification and directional signage; installation of signalized trail/street crossings at three at-grade crossings where the trail intersects with major streets (west side of the Royal Avenue intersection, south side of the Sycamore Drive intersection, and south side of the Erringer Road intersection); installation of amenities such as trash receptacles and benches; and installation of educational interpretive exhibits as specifically allowed by DISTRICT through the permitting process; and

WHEREAS, RSRPD owns property adjacent to the DISTRICT’s facilities that will also be used to incorporate the amenities as described within the PROJECT SITE scope including, but not limited to, installation of three new trail entries, construction of new paved trails, installation of identification/directional signage, installation of park user furnishings and amenities such as bike racks, trash receptacles, and benches, and installation of educational interpretive exhibits; and

WHEREAS, receiving Proposition 84 grant funds from the California Natural Resources Agency requires that the RSRPD operate and maintain said PROJECT SITE for a period of not less than 20 years; and

WHEREAS, the RSRPD and the DISTRICT desire to supplement the terms of the AGREEMENT to allow an exception to the POLICY, provided that RSRPD will design amenities that will not interfere with the DISTRICT'S access, uses, operations, and maintenance of its facilities, will not interfere with the primary purposes of the DISTRICT’s rights-of-way for flood control including the floodway, and will not interfere with the life and safety purposes of the DISTRICT’S facilities; and

WHEREAS, RSRPD'S enhanced use of the PROJECT SITE through the expenditure of Proposition 84 grant funds is deemed to be in the interests of the general public; and

WHEREAS, it is necessary to document the various changes to the AGREEMENT to allow the uses proposed by the RSRPD.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree as follows:
1. DISTRICT shall:

a. Consider RSRPD'S application for a permit to construct limited improvements on the PROJECT SITE to enhance the current use as a bike and walking trail and ancillary uses, and shall not withhold issuance of a permit on the basis that the RSRPD’S proposed use is not limited to existing service roads and bridge under-crossings along soft channel or stream bottoms, provided that RSRPD’S proposed use does not interfere with the DISTRICT’S access, uses, operations, and maintenance of its facilities, does not interfere with the primary purposes of the DISTRICT’s rights-of-way for flood control including the floodway, and does not interfere with the life and safety purposes of the DISTRICT’S facilities, and is otherwise consistent with the POLICY.

b. Allow RSRPD to operate and maintain improvements paid for by Proposition 84 grant funds administered through the California Natural Resources Agency as described in the Phase 2 scope and constructed and installed on DISTRICT properties with the appropriate encroachment permit or permits for a period of not less than 20 years from the date of completion of construction or installation. These improvements may include the construction of 1.04 miles of new paved trail on the south side of the Arroyo Simi between Erringer Road and First Street, construction of 0.63 miles of new paved trail on the north side of the Arroyo Simi between Madera Road and Stargaze Place; installation of three new trail entries that meet the DISTRICT’s approval; installation of limited identification and directional signage; installation of signalized trail/street crossings at three at-grade crossings where the trail intersects with major streets (west side of the Royal Avenue intersection, south side of the Sycamore Drive intersection, and south side of the Erringer Road intersection); installation of amenities such as trash receptacles and benches; and installation of educational interpretive exhibits as specifically allowed by DISTRICT through the permitting process.

c. Notify RSRPD in advance together with a schedule, whenever possible, when the DISTRICT determines the PROJECT SITE must be closed for flood control purposes. DISTRICT reserves the option to close the gates and secure the PROJECT SITE when DISTRICT determines there have been occurrences of excessive damage or for life safety reasons when engaged in active use of the property. Occurrences of securing the PROJECT SITE would most likely be during the rainy season. DISTRICT will also coordinate with RSRPD and provide 30 days written notice for any instances of temporary closing of the PROJECT SITE during the non-rainy season where work performed by DISTRICT necessitates the temporary securing of the PROJECT SITE.
2. RSRPD shall:

   a. Apply for and obtain an encroachment permit from DISTRICT for each new improvement, facility, and use, including for the repair and replacement of each improvement, facility, and use.

   b. Commit to patrolling of the PROJECT SITE due to the increased usage to discourage nuisance activities and ensure recreational users confine their activities to the improved area and limit trespass into areas not improved for recreational use, including the Arroyo Simi and tributaries. If problems occur, RSRPD and DISTRICT shall engage in determining solutions to stem nuisance activities within the PROJECT SITE.

   c. Be liable for damage to all DISTRICT property, including equipment, resulting from the enhanced use of the PROJECT SITE for recreational purposes, including damages caused by vandalism. The DISTRICT shall be reimbursed for damages to equipment and facilities within 45 days of the date shown on the invoice from the DISTRICT.

   d. Incorporate signage at all entrances stating that the hours of use for the trail are from dawn to dusk yearlong except during flooding conditions. Incorporate signage or include language in proposed signage that the area is subject to flooding.

   e. Provide proactive complaint resolution and response for all instances of recreational user complaints and provide the DISTRICT with 24 hour contact information to be used to forward and refer all complaints stemming from the recreational use of the PROJECT SITE.

   f. Provide proactive public outreach for all instances where the needs of the DISTRICT cause the PROJECT SITE to be closed.

   g. Bear all costs associated with the removal of the improvements that are the subject of this Supplemental Agreement and restore the DISTRICT’S property to the same or better condition should the DISTRICT terminate the use following the end of the 20-year period as stipulated in Section 1.b. of the Supplemental Agreement.

   h. Bear all costs associated with the increase in maintenance costs as a result of the recreational use of DISTRICT facilities.

3. All provisions of the AGREEMENT shall remain in force and effect except as expressly modified by this Supplemental Agreement.
IN WITNESS WHEREOF, each party represents and warrants that its undersigned signatories have the authority to and do hereby execute this Supplemental Agreement as follows:

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _______________________________ Date: _______________________________

___________________, Chair of the Board

ATTEST:

___________________

Clerk of the Board of Supervisors of the
Ventura County Watershed Protection District

By: _______________________________ Date: _______________________________

___________________, Deputy Clerk of the Board

RANCHO SIMI RECREATION AND PARK DISTRICT

___________________ Date: _______________________________

Mark Johnson, Chair of the Board
EXHIBIT 1

Agreement No. FC 0-93-2A
BOARD MINUTES

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

SUPERVISORS SUSAN K. LACEY, MARIA E. VANDERKOLK, MAGGIE KILDEE, VICKY HOWARD AND JOHN K. FLYNN

October 19, 1993 at 8:30 a.m.

FC-GEN/420.5


( ) All board members are present.

( ) All board members are present except Supervisor(s) VANDERKOLK.

( ) The following person(s) are heard: __________________________

( ) The following document(s) are submitted to the Board for consideration: ( ) statement card(s); ( ) __________________________

( ) The Board holds a public hearing.

( ) Upon motion of Supervisor Howard, seconded by Supervisor KILDEE, and duly carried, the Board hereby approves the attached staff recommendation(s). ( ) Supervisor(s) __________________________ dissenting/abstaining.

( ) Upon motion of Supervisor __________________________, seconded by Supervisor __________________________, and duly carried, the Board hereby approves the attached staff recommendation(s) with the following modification(s): __________________________

( ) Supervisor(s) __________________________ dissenting/abstaining.

( ) Upon motion of Supervisor __________________________, seconded by Supervisor __________________________, and duly carried, the Board hereby continues the above stated matter to __________________________ dissenting/abstaining.

( ) Upon motion of Supervisor __________________________, seconded by Supervisor __________________________, and duly carried, the Board hereby __________________________

( ) Without motion, the Board hereby: ( ) Continues the above stated matter to __________________________ 

( ) Makes/Bears the attached presentation. ( ) Removes the above stated matter from the Agenda. ( ) Receives and files the attached.

( ) Upon motion of Supervisor __________________________, seconded by Supervisor __________________________, and duly carried, the Board hereby approves the Informational Agenda as attached.

__________________________

CLERK'S CERTIFICATE

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

RICHARD D. DEAN, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Ventura, State of California. Dated: __________________________

By: __________________________

Deputy County Clerk


Item #29

10/19/93
October 19, 1993

Board of Supervisors
Ventura County Flood Control District
800 South Victoria Avenue
Ventura, California 93009

Subject: AGREEMENT FOR JOINT USE OF DISTRICT RIGHTS-OF-WAY
FOR RECREATIONAL PURPOSES BY
RANCHO SIMI RECREATION AND PARK DISTRICT
AGREEMENT NO. FC 0-93-2A

RECOMMENDATION:

1. Approve the agreement and authorize the Chair to sign.

2. Direct the Clerk of the Board to return one manually signed copy of the agreement to this office for transmittal to the Rancho Simi Recreation and Park District.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

DISCUSSION:

On July 23, 1991, your Board adopted a policy for joint use of the Ventura County Flood Control District's (District) rights-of-way for recreational purposes. According to the terms of that policy, an agreement has been negotiated with the Rancho Simi Recreation and Park District for the joint use of the District's rights-of-way along the Arroyo Simi in Simi Valley and Medea Creek in Oak Park for recreational uses, provided that Rancho Simi applies for necessary encroachment permits and complies with the requirements of this agreement. The agreement replaces and clarifies other agreements between the parties that have been in existence for many years.
The agreement has been approved by the Rancho Simi Recreation and Park District Board of Directors.

This agreement has been reviewed by County Counsel.

If you have any questions regarding this item, please contact the undersigned at Extension 2040.

Very truly yours,

Alex Shroyder
Deputy Director of Public Works
Flood Control Department

AS:ebh

Attachments
AGREEMENT FOR
RECREATIONAL USE OF
FLOOD CONTROL DISTRICT RIGHTS-OF-WAY
BY
RANCHO SIMI RECREATION AND PARK DISTRICT

Agreement No. FC 0-93-2A

This agreement is entered into by and between the Ventura County Flood Control District, hereinafter referred to as DISTRICT, and Rancho Simi Recreation and Park District, hereinafter referred to as SIMI.

WHEREAS, on July 23, 1991, DISTRICT adopted a policy for the joint use of DISTRICT rights-of-way for recreational purposes, hereinafter referred to as POLICY, which is attached hereto as Exhibit A and made part of this Agreement; and

WHEREAS, SIMI wishes to use DISTRICT rights-of-way along Arroyo Simi and its tributaries, and on Medea Creek, for the recreational purposes of horseback riding, nature study, walking, hiking, non-motorized bicycling, habitat conservation, and landscaping; and

WHEREAS, said uses by SIMI are deemed to be in the interest of the general public; and

WHEREAS, SIMI, as a public agency, meets the criteria established in POLICY.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

1. DISTRICT shall:

   A. Consider SIMI’s applications for encroachment permits and shall not arbitrarily withhold the issuance of said permits, provided the proposed uses are consistent with POLICY.

   B. Notify SIMI, in advance whenever possible, of any changes in its facilities, or major maintenance activities that may impact their uses by SIMI.

   C. Provide SIMI sixty days written notice of termination of any encroachment permit, if DISTRICT determines that the use allowed thereby has become inconsistent with DISTRICT use of its rights-of-way.
2. SIMI shall:
   A. Apply for and obtain an encroachment permit from DISTRICT for each new improvement, facility and use, except that maintenance in accordance with previously issued permit or replacement of damaged facilities shall be exempt.
   B. Comply with the requirements of POLICY, conditions of each encroachment permit, and the terms and conditions of this Agreement.
   C. Maintain its facilities and DISTRICT facilities affected by its use in proper condition and repair, to the satisfaction of DISTRICT.
   D. Provide DISTRICT with written reports of its maintenance activities within DISTRICT rights-of-way. Frequency of reporting and required information shall be specified in the encroachment permit.
   E. Provide DISTRICT with necessary documentation of permission from underlying fee owners for use of rights-of-way when DISTRICT interest is less than fee ownership.
   F. Upon written notification, forthwith repair damage to DISTRICT facilities resulting from its use, and reimburse DISTRICT for expenses incurred by DISTRICT due to its improper or inadequate maintenance.
   G. Indemnify, defend and hold harmless DISTRICT, its officers and employees from any and all liability, claims, demands, causes of action, and expenses or losses of any kind arising out of or in any way connected with its use of DISTRICT rights-of-way.

3. SETTLEMENT OF DISPUTES
   A. It is the desire and intention of the parties to agree upon a mechanism and procedure under which any controversy, breach, or dispute, arising out of this cooperative agreement will be resolved in a prompt and expeditious manner. Accordingly, any controversy, breach or dispute arising out of this cooperative agreement, or relating to the interpretation of any term or provision of this cooperative agreement, shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure subsection 638 through 645.1.
   B. The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof.
C. The parties agree that the referee shall have the power to decide all issues of fact and law and report his/her decision thereon, and to issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her.

D. The parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the parties are unable to agree upon a referee within ten (10) days of written request to do so by any party, then any party may thereafter seek to have a referee appointed pursuant to the California Code of Civil Procedure subsection 638 and 640.

4. This Agreement supersedes and replaces all previous agreements between DISTRICT and SIMI.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: OCT 19 1993

By

Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the County of Ventura and ex officio Clerk of the Board of Supervisors of the Ventura County Flood Control DISTRICT

By Deputy Clerk

Dated:

RANCHO SIMI RECREATION AND PARK DISTRICT

By

Chairman, Board of Directors
POLICY OF THE BOARD OF SUPERVISORS OF
THE VENTURA COUNTY FLOOD CONTROL DISTRICT
REGARDING USE OF THE DISTRICT'S RIGHTS-OF-WAY
FOR VARIOUS PARK AND RECREATION PURPOSES

The Ventura County Flood Control District's rights-of-way may be made available for development and use for bicycle, hiking, and riding trails, and other park and recreation purposes under the following criteria and conditions:

1. A public agency empowered to engage in and finance the proposed park and/or recreation use shall enter into a formal agreement with the District regarding such use.

2. The public agency's use shall not conflict with the District's use of its rights-of-way, which is primarily for flood control purposes. All other uses shall be subordinate to flood control purposes.

3. Joint use of District rights-of-way shall be limited to service roads along concrete lined channels or service roads and channel or stream bottoms along soft bottom streams or channels, where use of the channel bottom is safe.

4. The cost of any improvements and associated maintenance necessary to accommodate the public agency's use shall be borne by that agency. Such improvements and maintenance activities shall be designed and carried out in accordance with District standards and subject to District approval.

5. The public agency shall establish rules and regulations for their use of the District's rights-of-way. Such rules and regulations shall be subject to District's approval.

6. Where the District's interest in its right-of-way is less than fee ownership, the public agency shall secure permission from the fee owner for its intended use.

7. The public agency shall secure permits for its intended use from any other agencies having jurisdiction.

8. Any changes to District's facilities necessary to accommodate the public agency's use shall be made and any damage to District facilities arising from the public agency's use shall be repaired forthwith at the public agency's expense.
9. The District shall not be liable for damage to improvements made by the public agency which arise from the District's use of its rights-of-way for flood control purposes, including changes which the District may make to its facilities.

10. The District shall not be liable for any injury or damage to persons or property arising out of the use of its rights-of-way for park and recreation purposes.

11. The public agency shall indemnify the District against all liability arising out of or connected with the use of the District's rights-of-way for park and recreation purposes.
EXHIBIT 2

Ventura County Watershed Protection District Policy for Joint Use of District Rights-of-Way for Recreation Purposes
Exhibit 2

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT ADOPTING A REVISED POLICY FOR JOINT USE OF DISTRICT RIGHTS-OF-WAY FOR RECREATIONAL PURPOSES

WHEREAS, the Board of Supervisors of the Ventura County Watershed Protection District originally adopted a Policy for Joint Use of District Rights-of-Way for Recreational Purposes on July 23, 1991; and

WHEREAS, the Ventura County Watershed Protection District (District) has recently begun to review all District policies; and

WHEREAS, the first policy to be reviewed was the Policy for Joint Use of District Rights-of-Way for Recreational Purposes; and

WHEREAS, the District determined that the policy was in need of revision in order to bring it up to date;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the Ventura County Watershed Protection District hereby adopt the revised Policy for Joint Use of District Rights-of-Way for Recreational Purposes as attached to this Resolution.

Upon motion of Supervisor Bennett, seconded by Supervisor Zaccagola, and duly carried, the Board hereby adopts the following resolution on the 10\textsuperscript{th} day of August, 2010.

\[\text{Signature}\]
Kathy I. Long
Chair, Board of Supervisors
Ventura County Watershed Protection District

ATTEST:

MARTY ROBINSON,
Clerk of the Board of Supervisors
County of Ventura, State of California.

\[\text{Signature}\]
Deputy Clerk of the Board
Policy for Joint Use of District Rights-of-Way for Recreational Purposes

The Ventura County Watershed Protection District's (District) rights-of-way may be made available for development and use for bicycle, hiking, and equestrian trails, and other recreational purposes under the following criteria and conditions:

1. A public agency empowered to engage in and finance the proposed recreational use shall enter into a formal agreement with the District regarding such use. Separate District permits are required for each new improvement, facility, and use.

2. The public agency's use shall not conflict with the District's use of its rights-of-way, which is primarily for flood control purposes. All other uses shall be subordinate to flood control purposes.

3. Joint use of District rights-of-way shall be limited to: a) existing service roads, and b) bridge under-crossings along soft bottom streams or channels where use of the channel bottom is safe.

4. Construction of additional fencing shall be limited to service roads adjacent to channel embankments steeper than 2 horizontal to 1 vertical and as approved by the District.

5. The cost of any improvements and associated maintenance necessary to accommodate the public agency's use shall be borne by that agency. Such improvements and maintenance activities shall be designed and carried out in accordance with District standards. Maintenance shall include frequent removal of trash and pet/equestrian waste.

6. The public agency shall establish rules and regulations for their use of the District's rights-of-way. Such rules and regulations shall be subject to District approval.

7. Where the District's interest in its right-of-way is less than fee ownership, the public agency shall secure permission from the fee owner for its intended use.

8. The public agency shall secure permits for its intended use from any other agencies having jurisdiction.

9. Any changes to District facilities necessary to accommodate the public agency's use shall be made at the public agency's sole expense.

10. Any damage to District facilities arising from the public agency's use shall be repaired forthwith at the public agency's sole expense.
11. Public agencies with sufficient land are strongly encouraged to set aside buffers along streams, separate from District property, to allow development of regional parkways with permanent structures and landscaping if required. This minimizes the potential for loss of costly recreational amenities as a result of emergency flood response and future flood control improvement needs.

12. The District shall not be liable for damage to improvements made by the public agency which arise from the District’s use of its rights-of-way for flood control purposes, including changes which the District may make to its facilities.

13. The District shall not be liable for any injury or damage to persons or property arising out of the use of its rights-of-way for recreational purposes.

14. The public agency shall defend, indemnify, and hold the District harmless, including attorney fees, against all liability arising out of or connected with the use of the District’s rights-of-way for recreational purposes.

15. Insurance requirements will conform to Ventura County standards.
DATE: November 6, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Agreement for Rancho Simi Recreation and Park District’s Purchase of the Knolls Fire Station from the City of Simi Valley

SUMMARY

On May 22, 2014, the City of Simi Valley mailed a notice indicating its intent to surplus the former Knolls Fire Station located at 1262 Cypress Street, Simi Valley (hereinafter the “Knolls Station”). The Park District was the only agency that responded to that notice with interest in acquiring the property. On September 25, 2014, the Park District Board held a special meeting in the fire station to receive and consider public input as to the Park District’s possible acquisition and use of the building for recreation programs and facility rentals. Approximately 50 members of the public attended the meeting, and many expressed support for the Park District’s acquisition of the property.

The Park District Board of Directors received the public input and also considered the matter on the closed session portion of the same agenda. The District Manager subsequently entered into negotiations with the City of Simi Valley for the purchase of the building. On October 13, 2014, the City Council directed the City Manager to execute sale documents for the transfer of the Knolls Fire Station to the Park District for $1.

The Purchase and Sale Agreement for this transaction is attached. It provides for the Park District’s purchase of the Knolls Station for $1, requires no escrow for the transfer, provides the conveyance by quitclaim deed “as-is” and with mutual releases. A companion staff report provides for the Board’s acceptance of the quitclaim deed. Consummation of the sale will trigger the Park District’s immediate assumption of the Knolls Station grounds and building maintenance efforts. In the months that follow staff will further develop its recommendation for building uses and associated renovation efforts.

RECOMMENDATION

Staff recommends approval of the attached Purchase and Sale Agreement and authorization for the District Manager to execute said document.

Larry Peterson
District Manager
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is effective on the date this Agreement is signed by the last party to sign the Agreement ("Effective Date") and is by and between the City of Simi Valley a municipal corporation ("Seller") and the Rancho Simi Recreation and Park District, a special district ("Purchaser"). Seller and Purchaser are collectively referred to in this Agreement as the Parties.

RECITALS

This Agreement is made with reference to the following facts and circumstances, which the Parties agree are accurate and are a material part of this Agreement:

A. The Seller is the current owner of the former Knolls Fire Station (1262 Cypress Street), which is legally described in the Legal Description attached hereto as Exhibit "A" and hereby incorporated by this reference (hereafter, the "Property").

B. The Seller has agreed to sell the Property to the Purchaser pursuant to the terms of this Agreement.

C. The Purchaser has agreed to purchase the Property from the Seller pursuant to the terms of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Section 1. Agreement to Sell and Purchase.

Seller agrees to quitclaim all of its rights, title and interest in the Property to Purchaser subject to the terms and conditions contained in this Agreement.

Section 2. Purchase Price.

The total purchase price for the Property is the sum of $1.00 (One Dollar) and that sum is referred to in this Agreement as the "Purchase Price".

Section 3. Payment.

The Purchase Price shall be paid by Purchaser to Seller within 10 days of the Effective Date of this Agreement.

Section 4. Escrow.

The Parties agree that no escrow will be required for purposes of the sale of the Property by Seller to Purchaser.
Section 5. Quitclaim Deed

Seller agrees to deliver to Purchaser a Quitclaim Deed within 10 days of receipt by Seller of the Purchase Price from Purchaser.

Section 6. "AS-IS" Sale; No Representations, Warranties or Promises.

A. "As-Is Sale." Purchaser is purchasing the property "as is where is, with all faults." and such sale shall be without representation or warranty of any kind, express or implied (including, without limitation, (a) the value of the property; (b) the size of the property; (c) the income to be derived from the property; (d) the suitability of the property for any and all activities and uses which the Purchaser may conduct thereon, including the possibilities for future development of the property; (e) the habitability, marketability, profitability, or fitness for a particular purpose of the property; (f) the manner, quality, state of repair or lack of repair of the property; (g) the nature, quality or condition of the property, including, without limitation, the water, soil, and geology and archeological resources on the property; (h) the compliance of or by the property or its operation with any laws, rules, ordinance, or regulations of any applicable governmental authority or body; (i) the manner or quality of the construction or materials, if any, incorporated into the property; (j) compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including but not limited to title iii of the Americans With Disabilities Act of 1990, California Health And Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation And Recovery Act, any United States Environmental Protection Agency regulations the Comprehensive Environmental Response Compensation And Liability Act of 1980 as amended, the Resource Conservation And Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, and regulations promulgated under any and all of the foregoing; (k) the presence or absence of hazardous materials at, on, under or adjacent to the property; (l) the content or accuracy of any informational documents provided to or obtained or reviewed by Purchaser; (m) the conformity of improvements on the property, if any, to any plans or specifications of the property, including any plans and specifications that may have been or may be provided to purchaser; (n) the conformity of the property to any past, current, or future zoning or building requirements; (o) deficiency of any drainage; (p) whether all or a portion of the property may be located on or near an earthquake fault line; (q) the existence of vested land use, zoning, or building entitlements affecting the property; (r) the land use status of the property, including but not limited to general plan status, specific plan status, zoning status, subdivision status under the California Subdivision Map Act or the County's Subdivision Ordinance, or the status of any other governmental entitlement; (s) the applicability of federal or state endangered species acts and the existence of endangered or threatened species on the property; (t) the availability of water or other utilities to the property; (u) with respect to any other matter; including but not limited to Seller's prior use of chemicals or (v) the property falls within a flood plain and all drainage characteristics of the property, natural or man-made, and Seller disclaims and renounces any such representation or warranty.

B. No Representations, Warranties or Promises. Purchaser hereby affirms and acknowledges that neither Seller nor any of its officers, agents, employees, advisors, volunteers, and/or attorneys, past, present, or future (collectively the "Excused Parties") have made nor has Purchaser relied upon any representation, warranty or promise whether oral or written,
express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement except as otherwise expressly set forth in this Agreement. Without limitation, Purchaser acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties or representations, expressed or implied, of any kind whatsoever have been made by any of the Exculpated Parties, or will be relied upon, and Purchaser hereby releases the Exculpated Parties from any claims with respect to the general plan designation, zoning, value, use, tax status or physical condition of the Property, or any part thereof, including, without limitation, the flood elevations, drainage patterns, soil and subsoil composition and compaction level, and other conditions at such premises, or with respect to the existence or non-existence of Hazardous Materials (as defined below) in, on, under or around the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports, or otherwise in any way relating to the Property or the transactions contemplated hereby. Purchaser is acquiring the Property based solely on its own independent investigation and inspection of the Property and in no way in reliance on any information provided by Seller or any of the other Exculpated Parties other than the representations and warranties expressly contained herein. For purposes of this Agreement, the term “Hazardous Materials” shall mean any hazardous or toxic substances, materials or wastes, including without limitation petroleum oil and its fractions, as defined by any federal, state or local law, regulation or ordinance.

Section 7. Mutual Waiver of Claims

Seller and Purchaser acknowledge and agree that this Agreement and its terms and conditions have been the subject of negotiation between the Parties and that the Purchase Price is fair and just compensation for all of Seller’s interests in the Property. Seller and Purchaser, on behalf of themselves and their agents, representatives, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release each other from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, whether known or unknown, which any of them now have, have ever had, or might hereafter have by reason of any matters or things waived or released herein or arising out of or in any way relating to the Property; provided, however, that the foregoing release (a) does not apply to any of the Seller’s obligations under this Agreement, (b) shall not release Seller from responsibility for any third party claim arising from personal injury or property damage occurring on the Property prior to the transfer of title of the Property to Purchaser which shall be deemed to occur on the date of recordation of the Quitclaim Deed. By signing this Agreement, Seller and Purchaser acknowledge that they have read and understand, and hereby expressly waive, the benefits of California Civil Code Section 1542 which provides:

Section 1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
Section 8. Authority of Parties.

A. Seller represents and warrants that this Agreement:

(1) Has been duly authorized, executed, and delivered by Seller;

(2) Is the valid and binding obligation of Seller in accordance with its terms;

(3) Does not violate the provisions of any agreement or instrument, or any judgment, order or decree, to which Seller is a party or by which Seller or the Property is bound.

B. Purchaser represents and warrants that this Agreement:

(1) Has been duly authorized, executed, and delivered by Purchaser;

(2) Is the valid and binding obligation of Purchaser in accordance with its terms; and

(3) Does not violate the provisions of any agreement or instrument, or any judgment, order or decree, to which Purchaser is a party or by which Purchaser is bound.

C. Each party warrants and represents to the other that the persons executing this Agreement on its behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be its valid and binding obligation, enforceable against it in accordance with its terms.


Each party warrants and represents to the other that it has not retained or consulted with any brokers, realtors or finders in connection with this transaction. Each party agrees to defend, indemnify, protect and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party’s representations and warranties in this Section 9. The provisions of this Section shall survive the Closing and the recording of the Quitclaim Deed.

Section 10. Assignment.

Purchaser and Seller, and each of them, do not have the right to assign, either in whole or in part, this Agreement or their respective rights and liabilities under this Agreement, without the express written consent of the other party. The provisions of this Section 10 shall survive the termination of this Agreement.
Section 11. Notices.

All notices to be given under this Agreement must be in writing and sent to the respective party’s notice addresses set forth below by:

(1) First class mail, postage prepaid, in which case notice will be deemed delivered three (3) business days after deposit in the United States Mail, or

(2) Personal delivery, or by commercial messenger or courier service, in each which case notice will be deemed delivered upon receipt.

The notice addresses of the Parties are as follows:

Seller: City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063
Attention: City Manager

Purchaser: Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065
Attention: District Manager

Section 12. Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings (whether written or oral) of the Parties. This Agreement cannot be modified in any manner except by an instrument in writing executed by the duly authorized representatives of the Parties or of their respective successors in interest.

Section 13. Severability.

If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

Section 14. Waivers.

Any waiver of a breach of any covenant or condition in this Agreement is not to be deemed a waiver of any other covenant or condition in this Agreement and no waiver is valid unless in writing and executed by the duly authorized representative of the waiving party. An extension of time for performance of any obligation or act is not to be deemed an extension of the time for performance of any other obligation or act.
Section 15. Construction.

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form includes plural, and vice versa. This Agreement is not to be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

Section 16. Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart is an original, but all counterparts are the same instrument. This Agreement may be executed and transmitted by email and copies of the Agreement as so executed shall be deemed to have the same legal effect as an original signed Agreement.

Section 17. Time of the Essence.

Time is of the essence in this Agreement.

Section 18. Successors.

This Agreement inures to the benefit of and is binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

Section 19. Governing Law; Venue.

This Agreement is to be governed and construed in accordance with California law without reference to provisions of California law concerning choice of law. Venue shall be in Ventura County, CA. In case of a dispute, each Party shall bear its own fees and costs, including attorneys' fees.

Section 20. Survival.

Except as otherwise expressly provided in this Agreement, the representations, warranties, covenants and indemnities of and by the Parties contained in this Agreement survive the transfer of title of the Property to Purchaser which shall be deemed to occur on the date of recordation of the Quitclaim Deed.

SIGNATURES ON FOLLOWING PAGE
IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

CITY OF SIMI VALLEY

By: [Signature]  
Print Name: Eric J. Levitt  
Print Title: City Manager  
DATE: 10/29/14

RANCHO SIMI RECREATION AND PARK DISTRICT

By: [Signature]  
Print Name: Larry Peterson  
Print Title: District Manager  
DATE: 

ATTEST:

By: [Signature]  
Ky Spangler, Assistant City Clerk,  
City of Simi Valley  
Date 10/30/14

APPROVED AS TO FORM:

By: [Signature]  
Lonnie J. Eldridge, City Attorney,  
City of Simi Valley  
Date 10/29/14

By: [Signature]  
Brian A. Pierik, District Counsel,  
Rancho Simi Recreation and Park District  
Date 

CAM #4447-7392-1312 v1 7
EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Rancho Simi, in the County of Ventura, State of California, shown on the map recorded in the office of the County Recorder of said County in Book 3, Page 7 of Miscellaneous Records described as follows:

All of the parcel of land described in the grant deed to the County of Ventura recorded December 20, 1949 in the office of the County Recorder of said County in Book 905, Page 316 of Official Records.

EXCEPT that portion thereof lying within the parcel of land described in the grant deed to Rancho Simi Recreation and Park District recorded February 1, 1982 in the office of the County Recorder as Document 82-008874 of Official Records.

CONTAINING 18,590 SQ. FT. MORE OR LESS.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 6, 2014

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Resolution Accepting a Quitclaim Deed from the City of Simi Valley for the Knolls Fire Station (APN: 646-0-200-180)

Summary:

This is a companion report to “Approval of Agreement for the Rancho Simi Recreation and Park District’s Purchase of the Knolls Fire Station from the City of Simi Valley” for the Board’s Approval of a Resolution Accepting a Quitclaim Deed from the City of Simi Valley for the Knolls Fire Station.

Fiscal Impact:

Routine utility and maintenance costs to be incorporated into the Planning and Maintenance Department’s operational budget for Service, Supplies and Capital Equipment (Fund 10).

Board Action Requested:

That the Board Approve the Resolution Accepting a Quitclaim Deed from the City of Simi Valley for the Knolls Fire Station (APN: 646-0-200-180).

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. ______

APPROVAL OF RESOLUTION ACCEPTING A QUITCLAIM DEED FROM THE CITY OF SIMI VALLEY FOR THE KNOLLS FIRE STATION (APN: 646-0-200-180)

WHEREAS, the Knolls Fire Station, located at 1262 Cypress Street in Simi Valley, was constructed in the early 1950’s and provided fire and first responder service to the Knolls community until the station was moved to a new facility in October 2011; and

WHEREAS, on December 28, 2011, the City of Simi Valley obtained the facility as surplus property from the County of Ventura for $1.00, and thereafter used the property as a polling station and filming location; and

WHEREAS, of February 3, 2014, the City of Simi Valley City Council designated the former Knolls Fire Station as surplus property, and the Rancho Simi Recreation and Park District was the sole government entity that expressed interest in obtaining the property; and

WHEREAS, on September 25, 2014, the Park District Board held a Special Meeting in the fire station to receive and consider public input concerning the Park District’s possible acquisition of the property for use for recreation programs and facility rentals; and

WHEREAS, approximately 50 members of the public attended the Special Meeting, and many voiced strong support for the Park District’s acquisition of the property; and

WHEREAS, subsequent to that Special Meeting the City and Park District entered into negotiations regarding the property, and on October 13, 2014, the City Council authorized the transfer of the Knolls Fire Station to the Park District for the purchase price of $1.00; and

WHEREAS, the City of Simi Valley has executed the attached Quitclaim Deed dated October 29, 2014, to remise, release and quitclaim to Rancho Simi Recreation and Park District the real property identified as APN 646-0-200-180, located in the County of Ventura, State of California, which property is more fully described and graphically depicted in said Quitclaim Deed; and

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

NOW, THEREFORE, BE IT RESOLVED that said Quitclaim Deed dated October 29, 2014, to remise, release and quitclaim to Rancho Simi Recreation and Park District the real property identified as APN 646-0-200-180, located in the County of Ventura, State of California, which property is more fully described and graphically depicted 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 November 6, 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 October 29, 2014, from the City of Simi Valley to Rancho Simi Recreation and Park District, a public entity, is hereby accepted by order of the Board of Directors on November 6, 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
QUITCLAIM DEED

APN: 646-0-200-180

The undersigned grantor(s) declare(s) $0.00 (Rev. and Tax Code Sec. 11922) DOCUMENTARY TRANSFER TAX $☐ computed on full value of property conveyed, or ☐ computed on full value less liens and encumbrances remaining at time of sale. ☐ Unincorporated Area City of

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Simi Valley ("Grantor"),

hereby remise, release and quitclaim to Rancho Simi Recreation and Park District, a California Governmental Entity ("Grantee"),

the following real property in the City of N/A County of Ventura State of California, as described in Exhibit "A" and graphically depicted on Exhibit "B" attached hereto and incorporated in this Quitclaim Deed by this reference.

10/29/14

Date

Eric J. Levitt, City Manager, City of Simi Valley

STATE OF California

COUNTY OF Ventura

On October 30, 2014 before me, Ky Spangler, Assistant City Clerk (Name and title of the officer) personally appeared Eric J. Levitt (Name of person signing), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature of officer

MAIL TAX STATEMENT AS DIRECTED ABOVE

* There are various types of deed forms depending on each person's legal status. Before you use this form you may want to consult an attorney if you have questions concerning which document form is appropriate for your transaction.
EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Rancho Simi, in the County of Ventura, State of California, shown on the map recorded in the office of the County Recorder of said County in Book 3, Page 7 of Miscellaneous Records described as follows:

All of the parcel of land described in the grant deed to the County of Ventura recorded December 20, 1949 in the office of the County Recorder of said County in Book 905, Page 316 of Official Records.

EXCEPT that portion thereof lying within the parcel of land described in the grant deed to Rancho Simi Recreation and Park District recorded February 1, 1982 in the office of the County Recorder as Document 82-008874 of Official Records.

CONTAINING 18,590 SQ. FT. MORE OR LESS.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 6, 2014
TO: District Manager
FROM: Golf Course Manager
SUBJECT: Authorization to solicit bids for Cart Mounted GPS system at Simi Hills Golf Course

Background and Overview

Simi Hills Golf Course, along with other local courses, has a long-standing issue with speed of play. Slow play impacts the enjoyment of even the best round of golf and, when it is really slow, it discourages golfers from returning to our facility. Several strategies have been implemented to address this, including proper spacing of tee times, requiring tournament players to ride, and effective January 1st, 2015, eliminating fivesomes.

Still, with these changes, managing pace of play remains a challenge. We have a crew of Golf Course Marshals scheduled at strategic times to help move play along, in addition to caring for the course. We also have a manager on duty daily who can speak to slow groups to help move play along. We have a posted policy as well as signage around the golf shop, but it is impossible to be everywhere all the time, so slow play persists.

Proposal

Staff is proposing to install Cart Mounted GPS units to help address this issue. Not only will these units track pace of play, they will provide many other benefits such as:

- Provide accurate distance measurements to greens and other landmarks to enable golfers to more quickly plan and execute their shots.
- Ability to track pace of play from the golf shop and automatically send messages directly to carts of slow groups.
- Ability to track historical cart usage and activity. This data will be very useful in our efforts to strategically reduce turf by indicating where our golfers frequently and rarely go.
- Ability to place Food and Beverage orders directly from their cart screen.

A GPS unit would be installed on each golf cart in our fleet, plus one in our beverage cart. A central monitor would be installed in the golf shop which would display the locations of each cart and their pace of play tracking information.

Fiscal Impact

Based on preliminary research and conversations with other courses which use these systems, they range anywhere from $35,000 to $50,000 per year on a 5-year lease. The District currently spends...
approximately $30,000 on payroll for our course marshals. The GPS units would allow the District to significantly reduce these costs. These systems also allow for advertising pop-ups, which the District can sell, allowing for an additional source of revenue. The cost of the GPS feature can also be offset with an increase in the cart rental fee, based upon a survey District staff performed of nearby golf courses. The Golf Committee has reviewed and considered the GPS unit and the associated benefits, costs, and revenues, and concurred with the staff recommendation that authorization to solicit bids for cart mounted GPS units be undertaken at this time.

**Board Action Requested**

Staff recommends the Board approve the request for authorization to solicit bids for Cart Mounted GPS System for Simi Hills Golf Course.

Brian Reed  
Golf Course Manager
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 6, 2014
TO: Board of Directors
FROM: District Manager
SUBJECT: Discussion and Action on Placement of Water Only in Vending Machines Located in Oak Park

SUMMARY

On October 23, 2014, the attached staff report appeared on the Consent portion of the Agenda for the Board of Directors meeting. Director O’Brien asked questions about this item and expressed her disagreement with the stated intention of stocking the vending machines in Oak Park with only water. Director Cavanaugh and Chair Johnson also expressed their disagreement with staff’s intent to implement the change at the direction of the Oak Park Committee. There was discussion, but no action was taken. The language of the staff report did not make it clear that the Board could take action supporting or opposing the stated change. This item now appears on the Agenda for the Board’s meeting on November 6, 2014, in an attempt to ensure that the Board has the opportunity to fully consider the issues and make a decision.

RECOMMENDATION

Staff recommends the Board discuss and determine whether or not the vending machines in Oak Park should only be stocked with water.

Larry Peterson
District Manager
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