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

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

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

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

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

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

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair
Dee Dee Cavanaugh
Vice Chair
Mark Johnson
Director
Elaine Freeman
Director
Gene Hostetler
Director
Kate O’Brien

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

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – November 21, 2013

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-Time Employee of the Month for November 2013 to Barbara Meinel
   B. Presentation in Recognition of Ronn and Virginia Nelson’s 10 Years of Service as Strathearn Historical Park Caretakers

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 11/27/13 (payroll); 11/15/13 (payables)

VII. CONTINUED BUSINESS
    None

VIII. NEW BUSINESS
   A. Approval of Resolution Modifying District Policy Manual, Chapter 7 Board of Directors; Section 7-101 – The Presiding Officer Election and Duties
   B. Election for the Chair of the Board of Directors for Calendar Year 2014
   C. Election for the Vice Chair of the Board of Directors for Calendar Year 2014
   D. Approval of Grant Agreement No. R54017-0 to Receive Grant Funds for the Arroyo Simi Greenway Project – Phase 2 from the California River Parkways Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

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 54956.95
   Claimant: Law of Offices of Raymond Ghermezian
              on behalf of Wendy Iucci
   Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54956.95
   Claimant: Law Offices of Sharona Eslamboly Hakim
              on behalf of Daniel Morales
   Agency Claimed Against: Rancho Simi Recreation and Park District

C. Closed Session Pursuant to Government Code Section 54956.95
   Claimant: Law Offices of Sharona Eslamboly Hakim
              on behalf of Lorenzo Martin Beltran
   Agency Claimed Against: Rancho Simi Recreation and Park District

D. Closed Session Pursuant to Government Code Section 54956.95
   Claimant: Law Offices of Sharona Eslamboly Hakim
              on behalf of Martin Beltran
   Agency Claimed Against: Rancho Simi Recreation and Park District

E. Closed Session Pursuant to Government Code Section 54956.95
   Claimant: Law Offices of Sharona Eslamboly Hakim
              on behalf of Annette Sarah Beltran
   Agency Claimed Against: Rancho Simi Recreation and Park District

F. Closed Session Pursuant to Government Code Section 54956.95
   Claimant: Law Offices of Sharona Eslamboly Hakim
              on behalf of Cecilia Berrocal
   Agency Claimed Against: Rancho Simi Recreation and Park District

G. Closed Session Pursuant to Government Code Section 54956.95
   Claimant: Law Offices of Sharona Eslamboly Hakim
              on behalf of Carlos Postigo
   Agency Claimed Against: Rancho Simi Recreation and Park District
H. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Sharona Eslamboly Hakim
Agency Claimed Against: Rancho Simi Recreation and Park District
on behalf of Pamela Postigo

I. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Sharona Eslamboly Hakim
Agency Claimed Against: Rancho Simi Recreation and Park District
on behalf of Evelyn Nuno

J. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Sharona Eslamboly Hakim
Agency Claimed Against: Rancho Simi Recreation and Park District
on behalf of Alicia Morales

K. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Sharona Eslamboly Hakim
Agency Claimed Against: Rancho Simi Recreation and Park District
on behalf of Luis Morales

L. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Sharona Eslamboly Hakim
Agency Claimed Against: Rancho Simi Recreation and Park District
on behalf of Evette Morales

M. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Sharona Eslamboly Hakim
Agency Claimed Against: Rancho Simi Recreation and Park District
on behalf of Salina Renee Morales

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.
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
NOVEMBER 21, 2013

AGENDA ITEM

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

PLEDGE OF ALLEGIANCE: Led by Brian Reed

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

Staff: Erika Purintun Daley, Nikky Davy, Doug Gale, Colleen Janssen, Estevan Madrigal, Barbara Meinel, Wayne Nakaoka, Larry Peterson, Brian Pierik, Brian Reed, Robin Walker

Guests: Adam Daley, Hugo Mendez, Vickie Mendez, Eva Purintun, Lee Seymour, Gordon Voshall

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

None

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of Regular Meeting of November 7, 2013

ACTION: Director Freeman moved to approve the Minutes of the Regular Meeting of November 7, 2013; Director Hostetler seconded the motion. Motion carried.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-Time Employee of the Month for October 2013 to Erika Purintun Daley 35-13-ff

Marketing and Community Outreach Specialist Colleen Janssen announced that Erika Purintun Daley had been selected as Part-Time Employee of the Month for October 2013. Erika was hired in April 1999 and currently works as the Site Director for Vista After School Club (ASC). In the summer she works as the Site Director for
Houghton Day Camp. The person who nominated Erika stated that being a Director takes a lot of initiative and creativity to make the program successful and different every year. Attendance at both Vista ASC and Houghton Summer Day Camp has increased under her Directorship.

Erika’s staff is always proud to work with her. She is open to every staff member and to suggestions from parents as well as the day campers. All of the children enjoy the activities that she plans. One of the activities is a theater production held every year in the spring time for the children who attend Vista ASC. The parents, who are also involved with the production of the play, really look forward to seeing their children on stage. Another favorite activity is called “color war”.

Erika also shows concern for new employees who work at her camp. She takes the time to answer his/her questions and is not afraid to hire a counselor with little or no experience and takes the time to train them.

Chair Cavanaugh presented Erika with her award and thanked her for the work that she does. She added that keeping children entertained and happy takes a lot of work and Erika is to be congratulated on the great work that she does.

Erika thanked the Board for her award and stated that she was so excited when she learned about it. She also thanked her Assistant Director, Estevan Madrigal, for all his help and stated that he is a great Assistant Director. Erika also wanted to thank all her wonderful counselors, the other Directors who help her out with ideas, and her supervisor, Recreation Director Doug Gale. Erika introduced her husband, Adam, and her mother, aunt, and uncle, who all attended the Board meeting to see Erika receive her award.

Recreation Director Doug Gale stated that Vista has grown to be the District’s largest club in Simi Valley, and there are never any complaints or problems at Vista, which is a tribute to Erika’s wonderful leadership. She has been a valued employee for many years.

The Board was interested in hearing about “color war”, and Erika explained that the kids choose colors that they like and then compete against each other in different activities. This year, and every year as part of the “color war” games, the children attending Vista brought in items for “For the Troops”. This year they collected more than 200 items to donate to “For the Troops”.

Chair Dee Dee Cavanaugh added that she really appreciates supervisors who are willing to take someone who is untrained and spend the time with them to train them. She stated that the ability and willingness to do this is a wonderful talent.
VI. CONSENT AGENDA:

(A) Approval of Check Registers: 11/1/2013, 11/15/13 (payroll); 10/31/13 (payables)

(B) Receive and File Report on Schedule of Events for December 2013 39-13-1

(C) Receive and File Special District Board Member/Trustee Handbook Produced by the California Special Districts Association 23-13-d

ACTION: Director Freeman moved to approve Consent Agenda Items A-C; Director Hostetler seconded the motion. Motion carried.

VII. CONTINUED BUSINESS:

None

VIII. NEW BUSINESS:

(A) Authorization to Publish Request for Proposals for an Independent Contractor to Provide Live-In Park Caretaker Services at Robert P. Strathearn Historical Park 38-13-a

ACTION: Director Freeman moved to approved Authorization to Publish Request for Proposal for an Independent Contractor to Provide live-In Caretaker Services at Robert P. Strathearn Historical Park; Director Hostetler seconded the motion. Motion carried.

(B) Approval of Award of Contract for Tree Pruning Services at Various District Parks 7-13-f

ACTION: Director Freeman moved to approve waiving the minor inadvertent clerical error in the proposal submitted by Stay Green, Inc., awarding a contract for Tree Pruning Services at Various District Parks to Stay Green, Inc., and authorizing the District Manager to amend the Agreement for project contingencies in an amount not to exceed 10% of the contract award; Director Hostetler seconded the motion. Motion carried.

(C) Approval of the Rancho Simi Recreation and Park District Board Schedule for 2014 Meetings, Workshops and Conferences 138-13-e

ACTION: Director Hostetler moved to approve the Rancho Simi Recreation and Park District Board Schedule for 2014 Meetings, Workshops and Conferences; Director O’Brien seconded the motion. Motion carried.
(D) Approval for the Reconstruction of the Golf Course Lake at Sinaloa Golf Course 42-13-a

ACTION: Director Freeman moved to approve the Reconstruction of the Golf Course Lake at Sinaloa Golf Course and authorize staff to retain the low bidder and proceed with the project; Director Hostetler seconded the motion. Motion carried.

IX. WRITTEN COMMUNICATIONS:

None

X. REPORTS BY BOARD MEMBERS:

Director Freeman attended the CSDA Board meeting. She reported that the recently elected Board Chair resigned due to his not being re-elected at his primary agency and the Vice Chair was moved up to Chair. Despite the change, the CSDA remains in excellent condition.

Director Freeman complemented Community Outreach Specialist Colleen Janssen and the entire staff on the Veterans Day event. She said it was a very moving ceremony.

Director O’Brien also complemented the staff on the Veterans Day event.

Director O’Brien attended the Nottingham Festival and stated that she liked it. She reported that attendance was 50% higher than expected.

Director O’Brien attended the Community Foundation dinner with Director Freeman. She said it was a very nice event. Director Freeman added that Mary McPherson of the Amanda McPherson Foundation mentioned that the Park District was one of three groups that had made their life successful.

Vice Chair Johnson attended the Golf Committee meeting on November 15. He complemented Golf Course Manager Brian Reed on the excellent job he is doing.

Vice Chair Johnson also attended the Nottingham Festival.

Vice Chair Johnson joined other Board members in expressing his thanks to staff for the Veterans Day event and said it was a really nice event.

Vice Chair Johnson wished everyone a Happy Thanksgiving.

Director Hostetler attended the Golf Committee meeting with Vice Chair Johnson.

Director Hostetler went to the Nottingham Festival and thought it was a nice event.

Director Hostetler attended a Vietnam Memorial Wall demonstration with other staff members.
Chair Cavanaugh stated that the Veterans Day ceremony was very moving and thanked Marketing and Community Outreach Specialist Colleen Janssen, Administrative Analyst Robin Walker, and staff for their work on the event. Chair Cavanaugh added that attendance at the Veterans Day event has been increasing every year.

Chair Cavanaugh mentioned that she has heard from many people that the Nottingham Festival was a very nice event.

The Chair recognized Gordon Voshall of the Simi Valley Foundation who wished to address the Board. Gordon thanked the Board for allowing the Foundation to use the District’s stage for Simi Valley Days. Gordon also presented the Board with a check for ½ of the permit fees due for the 2012 Simi Valley Days event. Chair Cavanaugh thanked the Foundation and stated that Simi Valley Days was a wonderful event.

XI. REPORT BY DISTRICT MANAGER:

District Manager Peterson attended a Vietnam Memorial Wall demonstration in Palmdale with Director Hostetler and staff members Wayne Nakaoka, Robert Mendez, and Colleen Janssen. The purpose of the visit was to inspect the footings and display in anticipation of the wall coming to Simi Valley for Memorial Day 2014.

District Manager presented information about the Park District to the Ventura Leadership Academy.

The District and its labor employment legal counsel hosted the District’s Harassment Training for supervisors on November 20, during which time the District Manager provided an update on the District and various changes and plans to the attendees. The Harassment Training is held once every two years.

XII. CLOSED SESSION:

None

XIII. ADJOURNMENT:

Director Hostetler moved to adjourn the meeting. Chair Cavanaugh adjourned the meeting at 7:15 p.m.

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

Date: December 5, 2013
To: General Manager
From: Marketing and Community Outreach Specialist
Re: Presentation of the Full-Time Employee of the Month for November 2013 to Barbara Meinel

FULL-TIME EMPLOYEE OF THE MONTH FOR NOVEMBER 2013
The District's full time employee of the month for November 2013 is Barbara Meinel. Barbara has worked for the District full time since September 7, 2004. Barbara is the Administrative Secretary for the Planning and Operations Department. This is her fourth award for Employee of the Month; her previous awards were November 2006 March 2008, and September 2011.

NOMINATION NARRATION
The person who nominated Barbara had this to say about her,"My nomination is for a person who has experienced great change in the past year. She recovered from major surgery, including a long time period off work last year. She has changed bosses this year and has had to reinvent herself and her job duties.

Until this past Summer, she worked for the District’s Assistant General Manager, a demanding and, at some times, overwhelming job. She has been known to be here at all hours, typing reports, contacting staff members for assistance throughout the district, typing agendas, weekend event schedules, bid-related documents, lists, memos, letters, and much, much, more.

In her position, she plays a key role in keeping the planning and maintenance department running at full speed all day, every day. Her office is the site of almost constant foot traffic from planning and maintenance staff, other department employees, contractors, and department visitors.

She now has a new boss, which can be challenging for any employee, as she has to learn the way the new boss likes things done. Things have been changing in positive directions for her department and she is having to adjust how she works to accommodate those changes.
What I find amazing is that she smiles every day, even on the really hard days. It would be easy to become irritable and difficult to work with, but not her. She has a great attitude every day and it is a pleasure to work with her. Please recognize her as the employee of the month."

**BOARD ACTION**
Barbara Meinel has been invited to attend the December 5, 2013, board meeting to receive a plaque from the board chair. She is also eligible for a day off with pay in the next 60 days.

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

DATE: December 5, 2013

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Resolution Modifying District Policy Manual, Chapter 7 Board of Directors; Section 7-101 – The Presiding Officer Election and Duties

SUMMARY

Staff is recommending a change to the District’s Policy Manual Chapter 7 which lists the rules and procedures for the District’s Board of Directors. The recommended change would provide for the Board of Directors to elect its Chair and Vice-Chair for each coming calendar year at its first regular meeting held each December. These elections have in fact been held during the first meeting in December for the last three years. Doing so has allowed the announcement of the change at the District’s annual holiday party. The proposed change to this section of the District’s Policy Manual is shown on the attachment in bold italic and strikeout format.

BOARD ACTION REQUESTED

Staff recommends approval of the proposed change to the District’s Policy Manual at Chapter 7 Board of Directors; Section 7-101 – The Presiding Officer Election and Duties.

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO.________

APPROVAL OF RESOLUTION MODIFYING DISTRICT POLICY MANUAL, CHAPTER 7 BOARD OF DIRECTORS; SECTION 7-101 – THE PRESIDING OFFICER ELECTION AND DUTIES

WHEREAS, the Policy Manual of the Rancho Simi Recreation and Park District has been established by the Board of Directors by Resolution Action; and

WHEREAS, the Policy Manual is an evolving document that is regularly reviewed and considered; and

WHEREAS, the Policy Manual includes a section describing the Rules and Procedures for the District’s Board of Directors, and

WHEREAS, staff has proposed a change to the timing of when the Board of Directors determines which of its members will serve as Chair and Vice-Chair for each calendar year, and

WHEREAS, the change proposed would provide for these elections to occur at the first regular meeting of the Board of Directors in December, instead of the second regular meeting in December; and

WHEREAS, the proposed change to the applicable Policy Manual section is identified on the attachment in bold italic and strikeout format;

NOW, THEREFORE, BE IT RESOLVED that the District’s Policy Manual at Chapter 7 Board of Directors, Section 7-101 – The Presiding Officer Election and Duties is hereby amended as indicated on the attachment hereto, and the District Manager is authorized to proceed with the implementation of this update to the District’s Policy Manual.

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on December 5, 2013, at 1692 Sycamore Drive, Simi Valley, Ca, on a motion by Director

Ayes:

Noes:

Absent:

Chair of the Board of Directors
Rancho Simi Recreation and Park District
BOARD MEETINGS: RULES AND PROCEDURES

Agenda

A. Preparation of Agendas: Matters may be placed on the agenda by individual board members and by the District Manager. All board members will have the equal right to place items on the agenda for consideration at a board meeting. Neither the Chair of the board of directors, individual directors, nor the District Manager may restrict the items to be placed on the agenda or selectively choose which items may be placed on the agenda.

All reports, communications, resolutions, contract documents, or other matters to be submitted to the board of directors will be delivered to the District Clerk no later than noon of the fifth business day prior to each board meeting.

B. Reports and Other Written Information: Upon closing the agenda, the District Clerk will promptly arrange a list of each report or other written information in written agenda form according to the Order of Business. The District Clerk will make every effort to deliver or mail a copy of the agenda and all reports and written information to each board member and the district’s attorney no later than the fourth business day prior to the meeting. The District Clerk will also deliver or mail a copy of the agenda to each news media which has a written request for board meeting agendas on file in the office of the District Clerk of the Board. If available, copies of reports, statements, and other written information referring to agenda items and provided to board members, other than closed session items, will be supplied or made available to representatives of the news media upon request.

C. Business Not On Agenda: Except as to matters which may be presented by citizens under Public Discussions, no matters other than those listed on the agenda will be presented to the board of directors except by members of the board, who may bring matters of concern up under Items by Directors. Matters deemed to be emergencies, or of an urgent nature, may be presented by an administering official upon the consent of the board of directors and placed on the agenda for review and action in accordance with current laws.

The board of directors will take no action with regard to items which are not on the agenda. However, the board of directors may accept questions and information for the purpose of establishing future agenda items.

The Presiding Officer - Election and Duties

A. The board of directors will meet on the first second regular meeting date in December and choose one of its members as Chair and one as Vice Chair. The term of the Chair and of the

Date Adopted: September 5, 2013 (revised) 

Type of Policy: Board of Directors
Vice Chair will be one year or until a successor for either position is chosen by the board of directors. A new Chair or Vice Chair may be chosen at any time. Voting will be by open verbal ballot. Three affirmative votes will be required to choose or to change the Chair or Vice Chair.

B. The Chair will be the presiding officer of the district. The presiding officer will preserve strict order and decorum at all regular and special meetings of the board of directors. The Chair will state every question coming before the board of directors, announce the decision of the board of directors on all subjects, and decide all questions of order. This is subject, however, to an appeal to the board of directors, in which event a majority vote of the board of directors will govern and conclusively determine all questions of order. The Chair may vote on all questions, with the Chair’s name being called last. The Chair will sign all ordinances and resolutions adopted by the board of directors during the meeting. In the event of the absence or disability of the Chair, the Vice Chair will have all the powers and duties of the Chair and will sign ordinances or resolutions as adopted. In the event either the Chair or Vice Chair are not present, the remaining board members will decide on a temporary Chair.

C. Neither the Chair nor the Vice Chair will have any duties or authority beyond those duties specifically provided for in the Policy Manual.

No committee nor individual board member has any authority unless such authority is specifically granted to the committee or the individual board member by the board of directors at a meeting for the achievement of a certain purpose.

Call to Order - Presiding Officer

The Chair will take the chair precisely at the hour appointed for the meeting and will immediately call the board of directors to order. If the Chair is absent or unable to act, the Vice Chair will call the board of directors to order and proceed as the presiding officer.

Roll Call

Before proceeding with the business of the board of directors, the District Clerk or a representative will call the roll of the board members, and the names of those present will be entered into the minutes.

Date Adopted: September 5, 2013 (revised)  
Type of Policy: Board of Directors
Quorum: Adjournment of Less Than Majority; Compelling Attendance of Absent Members

A majority of the board of directors constitutes a quorum for the transaction of business. Less than a majority may adjourn from time to time and compel attendance of absent board members in the manner and under the penalties prescribed by law.

Order of Business

All meetings of the board of directors will be open to the public. Promptly at the hour set by the board of directors on the day of each regular meeting, the members of the board of directors, the District Manager, the district’s attorney and Chair will take their regular stations in the board chambers, and the business of the board of directors will be taken up for consideration and disposition in the following order:

I. Call to Order and Pledge of Allegiance
II. Roll Call
III. Public Discussion (Items not on the Agenda)
IV. Approval of Minutes
V. Scheduled Items and Public Hearings
VI. Consent Agenda*
   A. Approval of Check Registers
VII. Continued Business
VIII. New Business
IX. Written Communications of Note
X. Reports by Board Members
XI. Report by District Manager
XII. Closed Session
XIII. Adjournment

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

If the District Clerk has previously furnished each board member with a copy of the minutes of a board meeting, the minutes may be approved without reading unless a reading is requested by a member of the board of directors.

Rules of Debate

A. Presiding Officer May Debate and Vote, etc.: The presiding officer may move, second, and debate from the chair subject only to such limitations of debate as are imposed on all board members by these rules and will not be deprived of any of the rights and privileges of a board member by reason of the position as the presiding officer.

In the event it is necessary to restrict debate on any given subject, debate will be restricted equally to all board members.

B. Getting the Floor. Improper References to Be Avoided: Every board member desiring to speak will address the Chair, and, upon being recognized by the presiding officer, will confine board member comments to the questions under debate, avoiding all references to personality conflicts and indecorous language.

C. Interruptions: Once a board member is recognized by the presiding officer, that board member will not be interrupted when speaking unless it becomes necessary to call that board member to order. Any board member called to order while speaking will cease speaking until the question of order is determined. Once the question of order has been determined and all related issues resolved, the board member will be permitted to proceed.

D. Motion to Reconsider: A motion to reconsider any action taken by the board of directors may be made only on the day the action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session of the original meeting. The motion must be made by one of the prevailing side, but may be seconded by any board member, and may be made at any time and have precedence over all other motions or while a board member has the floor, it will be debatable. Nothing herein will be construed to prevent any member of the board of directors from making or remaking the same or any other motion at a subsequent meeting of the board of directors.

E. Remarks of Board Member. When Entered into Minutes: Through the presiding officer, a board member may request the privilege of having an abstract of the board member's
statement on any subject under consideration by the board of directors entered into the minutes.

F. **Rules of Order:** Except as otherwise provided in this resolution, the current edition of "Robert’s Rules of Order" will be used as a guide to the conduct of the meetings of the board of directors, provided, however, that the failure of the board of directors to conform to said rules of order will not, in any instance, be deemed to invalidate the action taken. Specifically, the following paragraphs from “Robert’s Rules of Order” will be excluded from application to district board of director’s meetings: Section 21, “Adjourn,” Effect of Adjournment on Pending Business or on an Incompleted Order of Business, paragraph C; and Section 48, “Boards,” Effect of Periodic Partial Change in Board Membership.

**Addressing the Board**

A. **Public Discussion:** Any person desiring to address the board of directors will be asked but not required to first fill out and submit a speaker card to the board recording secretary. The names of persons that have submitted a card will be called by the presiding officer at the appropriate time as indicated on the speaker card. The presiding officer may waive this formal procedure for addressing the board of directors as may be deemed appropriate.

B. **Written Communications:** Interested parties or their authorized representatives may address the board of directors by written communications.

C. **Reading of Protests, etc.:** Interested persons or their authorized representatives may address the board of directors by reading of protests, petitions, or communications relating to zoning matters within the jurisdiction of the district, hearings on protests, appeals and petitions, or similar matters, in regard to matters then under consideration.

**Addressing the Board After Motion Made**

After a motion is made by the board of directors, no person other than board members and staff personnel will address the board of directors without first securing the permission of the board of directors to do so.

**Manner of Addressing Board - Time Limit**

Each person addressing the board of directors will step up before the board of directors, will give his/her name in an audible tone of voice for the records, and will limit his/her address to five minutes.
unless further time is granted by the board of directors. All remarks will be addressed to the board of directors as a body and not to any member thereof. Other than the board of directors and the person having the floor, no person will be permitted to enter into any discussion, either directly or through a member of the board, without the permission of the presiding officer. No question will be asked of a board member except through the presiding officer.

**Decorum**

A. **By Board Members:** While the board of directors is in session, the board members must preserve order and decorum. A board member will neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the board of directors, nor disturb any board member while speaking or refuse to obey the orders of the board of directors or its presiding officer, except as otherwise provided.

B. **By Persons:** Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the board of directors, will be forthwith barred from further audience before the board of directors by the presiding officer unless permission to continue be granted by a majority vote of the board of directors.

**Enforcement of Decorum**

When deemed necessary, a sworn California peace officer, whose authority and jurisdiction include the site of a convened board meeting, will be assigned the duties of the sergeant-at-arms. The sergeant-at-arms will carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the board meeting. Upon instructions of the presiding officer, it will be the duty of the sergeant-at-arms, or any of them present, to place any person who violates the order and decorum of the meeting under arrest and cause the person to be prosecuted under the appropriate ordinance, the complaint to be signed by the presiding officer.

**Board Members May File Protests Against Board Action**

Any board member will have the right to have the reasons for the board member’s dissent from or protest against any action of the board of directors entered into the minutes.

**Closed Sessions**

All closed sessions and committee and other meetings and representations by the board of directors will be in strict conformance with the Brown Act.

Date Adopted: September 5, 2013 (revised) 

Type of Policy: Board of Directors
Matters discussed in closed session are confidential and not for disclosure.

**Claims Against District**

Any claim for payment for any service, equipment or supply which has been previously authorized by the board of directors or by the District Manager in accordance with an ordinance will be paid by the District Manager without reference to the board of directors upon the determination that the service has been rendered or the equipment or materials delivered in accordance with specifications.

**Ordinances, Resolutions, Motions, and Contracts**

A. **Prior Approval by Administrative Staff:** Before presentation to the board of directors, all resolutions and contract documents will have been reviewed or approved as to form and legality by the district's attorney or an authorized representative, and will have been examined and approved for administration by the District Manager or an authorized representative where there are substantive matters of administration involved. All necessary instruments will have first been submitted for approval to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance, resolution or contract document will be transferred; provided, however, that if approval is not given, the same will be returned to the District Manager with a written memorandum of the reasons why the approval is being withheld. In the event the questioned instrument is not redrafted to meet a department head objection, or objection is not withdrawn and approval given in writing, then the District Manager will advise the board of directors and give the reasons advanced by the department head for withholding approval.

B. **Introduction and Passage:** Resolutions and other matters or subjects requiring action by the board of directors, or upon which the board of directors may act, will be introduced by a member of the board of directors (including the Chair). The only exception will be that the District Manager may present resolutions and other matters or subjects to the board of directors, and any board member may assume sponsorship by moving introduction or adoption as appropriate. Otherwise, resolutions and other matters or subjects will not be considered.

Resolutions or orders for the payment of money will be adopted or made only at a regular meeting.

Date Adopted: September 5, 2013 (revised)  
Type of Policy: Board of Directors
Reports and Resolutions to be Filed with Clerk of the Board

All reports and resolutions will be filed with the District Clerk and entered into the minutes.

Adjournment

A. As a matter of course, all meetings of the district will be adjourned or recessed at 10:30 p.m. or upon completion of any action which is under consideration by the board of directors at said hour. Should the board of directors continue to address an agenda item in progress past 10:30 p.m., a motion will be needed to continue board of directors' discussion of the agenda item in progress beyond the 10:30 p.m. deadline.

B. In the event the volume of business to be considered in any meeting is greater than that which can conveniently be considered at that time by the board of directors, action on certain agenda items may be postponed by a majority vote of the board of directors.

C. A motion to adjourn will always be in order and decided without debate.

Date Adopted: September 5, 2013 (revised)  
Type of Policy: Board of Directors
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 5, 2013

TO: General Manager

FROM: Administrative Analyst

SUBJECT: Approval of Grant Agreement No. R54017-0 to Receive Grant Funds for the Arroyo Simi Greenway Project – Phase 2 from the California River Parkways Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

The California River Parkways Grant Program was funded under the voter-approved Safe Drinking Water, Water Quality Supply, Food Control, River and Coastal Protection Bond Act of 2006. The program’s goals are to protect and restore riparian and riverine habitat, and to directly improve the quality of life in California by providing important recreational, open space, wildlife, flood management, water quality, and urban waterfront revitalization benefits to communities in the State of California. A total of $62 million in grant funds was allocated for the competitive River Parkways Grant Program, and approximately $32 million was awarded in the first round grant awards announced in September 2010.

The Rancho Simi Recreation and Park District’s Arroyo Simi Greenway – Phase 1 project was among the 31 projects which were selected to receive first round grants, and was awarded the full amount requested in the grant application, $802,275. Phase 1 construction is scheduled to begin December 2, 2013.

The California Natural Resources Agency’s deadline for second-round grant applications was October 14, 2011. On November 26, 2012, the Agency announced that it had awarded $34 million to 33 applicants, including $886,642 to Rancho Simi Recreation and Park District for the Arroyo Simi Greenway – Phase 2.

The Phase 2 project elements include:

- Paving of 1.04 miles of trail on the south side of the Arroyo Simi from Erringer Road to First Street.

- Paving of 0.67 miles of trail on the south side of the Arroyo Simi from Madera Road to Stargaze Place.

- Installation of three (3) new signalized crosswalks where the existing south side Arroyo Simi trail intersects with major street crossings (west side of Royal Avenue intersection, south side of Sycamore Drive intersection, and south side of Erringer Road intersection). All four corners of the northerly and southerly trail crossing will have a signal light, and the lights will be synchronized.
Installation of gateway signage at the southwest trail entry at Erringer Road, southwest trail entry at Sequoia Avenue, and northeast trail entry at Madera Road. These three new entries are being constructed in the Phase 1 project, but the gateway signage will be installed as part of the Phase 2 project.

Construction of three new trail entries: the northwest trail entry at Madera Road, the southwest trail entry at Madera Road, and the trail entry at Stargaze Place.

Installation of gateway signage at the new northwest and southwest trail entries at Madera Road.

Installation of identification/directional signage at various points along the new sections of paved trail.

Installation of 12 additional educational interpretive exhibits at various points along the western sections of the Arroyo Simi.

The Phase 2 project is estimated to cost a total of $1,261,200. The California River Parkways grant award is $886,642, which leaves $374,558 to be funded with local matching funds. In-kind contributions from both the Park District and the City of Simi Valley total $43,000. The Park District’s Phase 2 local match commitment is $181,558. The City of Simi Valley has committed to installing the signalized street crossings on Royal Avenue, Sycamore Drive and Erringer Road as their local match commitment. The cost of installing these crossings was estimated at $150,000 in the grant application.

A Grant Agreement between the State of California and Rancho Simi Recreation and Park District for $886,642 for California River Parkway grant funds is attached. The Grant Agreement has been reviewed by the District’s legal counsel.

**Fiscal Impact:** The District will be committed to contributing $181,558 to the project. These funds will be included in the District’s budget for FY 2014/15.

**Board Action Requested:**

That the Board approve Grant Agreement No. R54017-0 to Receive Grant Funds for the Arroyo Simi Greenway Project – Phase 2 from the California River Parkways Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

Robin Walker
Administrative Analyst

/rw
State of California
Natural Resources Agency – GRANT AGREEMENT

GRANTEE NAME: Rancho Simi Recreation & Park District
PROJECT TITLE: Arroyo Simi Greenway – Phase 2
AUTHORITY: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006
PROGRAM: California River Parkways Grant Program – Proposition 84
AGREEMENT NUMBER: R54017-0
TERM OF LAND TENURE: July 1, 2013 through June 30, 2035
PROJECT PERFORMANCE PERIOD IS: July 1, 2013 through June 30, 2015

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Resources Agency pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Construct nearly two miles of trail through the urban core as part of the 12-mile river parkway in Ventura County, and develop three new access points for pedestrians, bicycle commuters and recreational users.

See project description on page 1 and Exhibit A of the Agreement
Total State Grant not to exceed $886,642.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

RANCHO SIMI RECREATION & PARK DISTRICT

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By
Larry Peterson
Title General Manager
Date

By
Bryan Cash
Title Deputy Assistant Secretary
Date

CERTIFICATION OF FUNDING

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I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

DATE
GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name: Rancho Simi Recreation & Park District
Project Title: Arroyo Simi Greenway - Phase 2
Agreement Number: R54017-0
Authority: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006
Program: California River Parkways Grant Program – Proposition 84

PROJECT DESCRIPTION

Construct nearly two miles of trail through the urban core as part of the 12-mile river parkway in Ventura County, and develop three new access points for pedestrians, bicycle commuters and recreational users.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used for the acquisition of land for river parkways or for the restoration, protection and Development of river parkways in accordance with the provisions contained in the California River Parkways Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California River Parkways Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. The Grantee shall record a Memorandum of Unrecorded Grant Agreement (the "Memorandum"), incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
4. Other Special Provisions: As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure by extending the existing agreement with the Ventura County Watershed Protection District to evidence that the project will be operated and maintained for a minimum of twenty (20) years satisfactory to the State for all land to be improved under this Agreement.

General Provisions

A. Definitions


2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the California River Parkways Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

9. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the river parkway project beyond the Grant Funds provided by this Agreement.

11. The term "Payment Request Form" means Form RA212.

12. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

13. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

14. The term "Project Scope" means the description or activity for work to be accomplished by the River Parkway Project.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.

16. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2016.

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the River Parkways Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access to the Project in accordance with the intent of the Act.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than May 1, 2016.

5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall
be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the acquisition of land for river parkways or the restoration, protection and development of river parkways for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of TWENTY (20) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee’s successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. “Good cause” includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State’s sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy
Assistant Secretary’s written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee’s letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

River Parkway projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

California River Parkways Grant Program
Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond
Act of 2006 (Proposition 84)

Grantee Name: Rancho Simi Recreation & Park District
Project Title: Arroyo Simi Greenway - Phase 2
Agreement Number: R54017-0

Project Scope:

Improve the Arroyo Simi Greenway in Ventura County by constructing 1.67 miles of new paved trail, and
develop three new access points for pedestrians, bicycle commuters and recreational users.

The twelve-mile Arroyo Simi Greenway extends east / west along the length of Simi Valley, from the
Greenway's southwestern-most trail entry at Stargaze Place to its current eastern trail terminus at
Corriganville Park. Phase 2 will complete the nine-mile trail linkage across the urban core, from Stargaze
Place on the west to Yosemite Avenue on the east. The remaining three miles will be completed in future
phases, extending the trail eastward to Corriganville Park.

The project will:

• Construct 1.67 miles of new 10 to 16-foot-wide paved trail along the south side of the Greenway:
  • Section 1 extends from Erringer Road westward to First Street (1.04 miles);
  • Section 2 extends from Madera Road westward to Stargaze Place (0.63 miles).

• Construct three new trail entries:
  • Two with lockable decorative custom-fabricated wrought iron access gates, perimeter
    fencing, landscaping, rockwork and gateway monument signs, at the northwest and
    southwest corners of Madera Road, a primary access route to the Ronald Reagan
    Presidential Library;
  • One with lockable decorative custom-fabricated wrought iron access gates, perimeter
    fencing, landscaping, and rockwork, at Stargaze Place.

• Install five (5) Primary Gateway Monument Signs as follows:
  • (3) two-column with overhead signs at the following locations:
    • Southwest trail entry at Erringer Road
    • Southwest trail entry at Sequoia Avenue
    • Northeast trail entry at Madera Road
  • (2) one-column signs at the two new trail entries at the northwest and southwest corners
    of Madera Road.

• Install signalized trail/street crossings to enhance the safety of trail users 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,
  • South side of the Erringer Road intersection.

• Install 16 Directional / Traffic signs along the trail and/or at trail entries;
EXHIBIT A

- Install 12 Interpretive / Educational Exhibits along the trail on topics related to the Arroyo Simi, including watershed, wildlife, plant, conservation and historical information.
- Install bond acknowledgement signage.

Operation and maintenance of the improvements will be performed by the Rancho Simi Recreation and Park District.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Submit CEQA docs (including GHG) to State</td>
<td>February 2014</td>
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<tr>
<td>Submit to State for Approval: Detailed Plans, Specifications, and Budget</td>
<td>February 2014</td>
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<tr>
<td>Execute Agreement with County of Ventura for 20-Year Maintenance of Improvements</td>
<td>October 2013</td>
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<tr>
<td>Begin Construction of Trail</td>
<td>May 2014</td>
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<tr>
<td>Begin Construction of Trail Entrances</td>
<td>May 2014</td>
</tr>
<tr>
<td>Complete Construction of Trail and Trail Entrances</td>
<td>August 2014</td>
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<tr>
<td>Install Signage</td>
<td>July 2014</td>
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<tr>
<td>Open Trail/Trail Entrances to the Public</td>
<td>August 17, 2014</td>
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<tr>
<td>Site Inspection, Record MOUGA, Project Close-out and Final Payment Request to State</td>
<td>October 2014</td>
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Cost Estimate:

See attached.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Elements</th>
<th>Total Project Cost</th>
<th>River Parkways Grant</th>
<th>Local Match</th>
<th>Local In-Kind</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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**IMPLEMENTATION/CONSTRUCTION**

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<tr>
<th>Item No.</th>
<th>Project Elements</th>
<th>Total Project Cost</th>
<th>River Parkways Grant</th>
<th>Local Match</th>
<th>Local In-Kind</th>
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**Grand Total:**

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<tr>
<th>Description</th>
<th>Total Project Cost</th>
<th>River Parkways Grant</th>
<th>Local Match</th>
<th>Local In-Kind</th>
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<tbody>
<tr>
<td>Total</td>
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