RANCHO SIMI RECREATION AND PARK DISTRICT

SPECIAL MEETING
BOARD OF DIRECTORS
SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY

THURSDAY, DECEMBER 4, 2014, 4:00 P.M.

I. CALL TO ORDER

The meeting was called to order at 4:03 p.m. by Chair Johnson, with Directors Cavanaugh, Freeman, Hostetler and O’Brien in attendance. The following staff members were also present: Doug Gale, Karen Garber, Wayne Nakaoka, Carol Odenberg, Larry Peterson, Brian Reed and Robin Walker. District Legal Counsel Brian Pierik joined the tour at approximately 4:25 p.m. Guests present were: Steve Kinsey and Bruce Simpson.

II. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

None.

III. TOUR OF 4201 GUARDIAN STREET PROPERTY IN SIMI VALLEY

A tour of the building was provided by Bruce Simpson and Steve Kinsey.

IV. ADJOURNMENT

The meeting was adjourned by Chair Johnson at 4:43 p.m.

Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT

SPECIAL MEETING
BOARD OF DIRECTORS
SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY

THURSDAY, DECEMBER 4, 2014, 6:15 P.M.

I. CALL TO ORDER

The meeting was called to order at 6:16 p.m. by Chair Johnson.

II. ROLL CALL

Chair Johnson, Vice Chair Freeman, Directors Cavanaugh, Hostetler and O’Brien were in attendance.

The following staff members were present: Doug Gale, Karen Garber, Wayne Nakaoaka, Carol Odenberg, Larry Peterson, Brian Pierik, Esq., Brian Reed and Robin Walker. Guest in attendance was Isabelle Safie.

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

None.

IV. SCHEDULED ITEMS

District Manager briefly reviewed the measurement, administrative and stability periods as part of the employer obligations under the "ACA" and in determining which employees will be offered health benefits and when that will likely occur. He also responded to some questions from Board Members.

A. Approval of a Resolution Adopting Preliminary Guidelines to Comply with the Patient Protection and Affordable Care Act Employer Mandate for “Ongoing” Employees 35-14-hh

ACTION: Director Cavanaugh moved to Approve Resolution No. 1894; Director O’Brien seconded the motion. Motion carried with the following roll-call vote:

Ayes: Directors O’Brien, Hostetler, Cavanaugh, Freeman, Johnson
Noes: None
Absent: None
Abstain: None
Director of Administration Garber introduced Isabelle Safie, Attorney with Best Best & Krieger, who gave a summary of their analysis and recommendations for the Park District in addressing the matter of “PEPRA” requirements as it relates to provisions under IRC 414(h)(2) and employee paid contributions.

B. Approval of (1) Resolution to Tax Defer Member Paid Contributions – IRC 414(h)(2) Employer Pick-up, and (2) Resolution of the Board of Directors of the Rancho Simi Recreation and Park District for the Affirmation and Implementation of the Provisions of Section 414(h)(2) of the Internal Revenue Code to Tax Defer Employee Retirement Contributions to CalPERS 35-14-ii

ACTION: Vice Chair Freeman moved to Approve (1) Resolution No. 1895 to Tax Defer Member Paid Contributions – IRC 414(h)(2) Employer Pick-up; Director O’Brien seconded the motion. Motion carried with the following roll-call vote:

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

ACTION: Director O’Brien moved to Approve Resolution No 1896 of the Board of Directors of the Rancho Simi Recreation and Park District for the Affirmation and Implementation of the Provisions of Section 414(h)(2) of the Internal Revenue Code to Tax Defer Employee Retirement Contributions to CalPERS; Vice Chair Freeman seconded the motion. Motion carried with the following roll-call vote:

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

V. ADJOURNMENT

The meeting was adjourned by Chair Johnson at 6:37 p.m.

Larry Peterson, District Clerk
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1000 N. KANAN RD., OAK PARK, CA 91377
DECEMBER 4, 2014, 6:30 P.M.

AGENDA
ITEM

I. CALLED TO ORDER: 6:37 p.m.

PLEDGE OF ALLEGIANCE: Led by Robin Walker

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

Staff: Tracy Engel, Doug Gale, Karen Garber, Mike Martinez, Wayne Nakaoka, Carol Odenberg, Larry Peterson, Brian Pierik, Esq., Brian Reed, Robin Walker

Guests: Trudi Friedman, Mike Martinez’s son, Assembly Member Scott Wilk, Vanessa Wilk

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

None.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – November 6, 2014

ACTION: Vice Chair Freeman moved to Approve the Minutes of the Regular Meeting of November 6, 2014 as amended; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-Time Employee of the Month for October 2014 to Carolyn Phillips 35-14-dd

Chair Johnson stated that Carolyn Phillips was unable to attend the meeting. Staff stated that she will be presented with the award at work.

(B) Presentation of the Full-Time Employee of the Month for November 2014 to Mike Martinez 35-14-ee

Director of Administration read the nomination, followed by Chair Johnson presenting Mike Martinez with the award. Mike thanked everyone for their kind words. He said he is proud to be with the Park District and also takes pride in his work. He enjoys talking to the public and wants to make the District look good. He said if he does not have the answers for the public when asked, he tells them he will get them the answers. He strives to do his job responsibly. Director of Planning & Maintenance said Mike is one of the finest employees working for the District. Corriganville is the largest park and he does a
wonderful job there. He's always upbeat and never gets upset. Director of Recreation mentioned that Mike previously worked in the Recreation Department and was assigned to Oak Park assisting at events and performing other tasks. Director Cavanaugh said Mike was the first person she met and his friendly smile impressed her so much. Recreation Supervisor Engel said he is always uplifting to be around. He's a doer and strives to get things done in the best way possible. He has the combination of parks and recreation experience, and the District is fortunate to have him as an employee. The Board thanked Mike Martinez for all his good work.

(C) Presentation of the Part-Time Employee of the Month for November 2014 to Shannon Trauger 35-14-ff

Shannon Trauger was unable to attend the meeting and will be presented with the award at work.

The following New Business items, VIII. (A) and (B), were moved up in the meeting.

VIII. NEW BUSINESS:

(A) Election for the Chair of the Board of Directors for Calendar Year 2015 (Oral)

ACTION: Director Cavanaugh moved to Elect Elaine Freeman as Chair of the Board for 2015; Director O'Brien seconded the motion. Motion carried with a unanimous vote.

(B) Election for the Vice Chair of the Board of Directors for Calendar Year 2015 (Oral)

ACTION: Director Johnson moved to Elect Gene Hostetler as Vice Chair of the Board for 2015; Director O'Brien seconded the motion. Motion carried with a unanimous vote.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 11/14/14, 11/26/14 (payroll); 11/15/14 (payables)

ACTION: Chair Freeman moved to Approve Item A; Director O'Brien seconded the motion. Motion carried with a unanimous vote.

Notary Public, Trudi Friedman, arrived at the Board Meeting at 6:50 p.m.

The Chair called a recess at 6:51 p.m. in order to have the Oaths of Office for Chair Freeman and Director Hostetler notarized.

The Chair reconvened the meeting at 7:01 p.m.

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

New Business Items VIII. (A) and (B) were moved up in the meeting.

(A) Election for the Chair of the Board of Directors for Calendar Year 2015 (Oral)

(B) Election for the Vice Chair of the Board of Directors for Calendar Year 2015 (Oral)
(C) **Approval of Award of Contract for Tree Pruning Services at Various District Parks 7-14-i.**

**ACTION:** Director Johnson moved to Approve Award of Contract for Tree Pruning Services at Various District Parks to Stay Green, Inc. in the Amount of $86,516.00, and Authorize the District Manager to Execute an Agreement with the Awarded Firm on Behalf of the District and to Amend the Agreement for Project Contingencies in an Amount Not to Exceed Seven and One Half Percent (7-1/2%) of the Contract Award or $6,488.00 for Any Additional Tree Pruning as Recommended by District Staff; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

Chair Freeman raised a question regarding reporting on this item to the State. Legal Counsel stated that he will check into this and provide a response to staff.

(D) **Authorization to Solicit Bids for the Rancho Tapo Community Park Splash Pad Replacement Project 63-14-c**

**ACTION:** Director Johnson moved to Solicit Bids for the Rancho Tapo Community Park Splash Pad Replacement Project; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote:

(E) **Approval of Option and Land Lease Agreement Between Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, and Rancho Simi Recreation and Park District for a Wireless Telecommunications Site at Sinaloa Golf Course 42-14-b**

Director O’Brien recused herself from the Board Meeting prior to discussion of this item.

**ACTION:** Director Cavanaugh moved to Approve Option and Land Lease Agreement Between Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, and Rancho Simi Recreation and Park District for a Wireless Telecommunications Site at Sinaloa Golf Course, and Authorize the District Manager to Execute the Lease Agreement and the Memorandum on Behalf of the Park District; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote of Directors Cavanaugh, Johnson, Hostetler and Freeman.

Director O’Brien returned to the Board Meeting.

(F) **Approval of Creation of a Full-time Groundskeeper I Position 35-14-gg**

**ACTION:** Director Cavanaugh moved to Approve Creation of a Full-time Groundskeeper I Position; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

(G) **Discussion Regarding Tour of Building Located at 4201 Guardian Street in Simi Valley (Oral)**

The Board Members discussed the 4201 Guardian Street building tour. It was mentioned that the District’s main office location on Sycamore originally had been a townhouse project built in the 60’s. The location was adopted to house the District’s various departments temporarily, but became a permanent location and was modified over the years to accommodate growth. The District’s Ad Hoc Committee has been reviewing the District’s various options on space. Some areas discussed included the District’s current property asset valuation, the leased portion, current location limitations, rebuilding and / or moving costs, other projects and PDF fund allocations, the logistics of alternate location sites and buildings, and lease options or purchase. The Directors pointed out their desire that any change would improve departmental services and
programs and would be in the best interest of the public as well as the employees. The Guardian Street site could possibly accomplish this, but preliminarily the facility would need to be worked out to properly realize this location as adequate.

Chair Freeman gave direction to staff to continue evaluating this location on an expedited basis and convene the Ad Hoc Committee to continue the analysis. District Manager gave some additional square footage pricing information on the Guardian Street property. Director Johnson suggested the Vice Chair now serve on the Ad Hoc Committee. Legal Counsel suggested the membership on the Committee remain the same since the Committee was formed for this specific purpose.

Director O’Brian asked the Chair to call a brief recess at 7:40 p.m.

The Chair reconvened the meeting at 7:44 p.m.

IX. WRITTEN COMMUNICATIONS:

None.

X. REPORTS BY BOARD MEMBERS:

Director Johnson stated that most items from his meetings, such as the Advance Planning and Personnel Committee meetings, were already discussed.

Director Cavanaugh attended the Veterans’ Day event and said it was very nice and there was a huge turnout of veterans and the public.

Director Cavanaugh attended the Special Events Committee meeting. She asked if the Dirt Diggers, an electric motorcycle group, were notified of the District’s decision regarding their request to use Corriganville. Staff responded that they were not yet notified that the decision to not allow their requested use remains the same.

Director Cavanaugh said she received the invitation to the District’s annual holiday party for employees, which will be held the afternoon of December 19th. Director Hostetler said each Director will be donating a gift certificate for the raffle prizes at the event.

Director Cavanaugh attended Simi Valley Hospital’s new Healing Arch Program meeting. Also, she spoke with Steve Sjoka, who is the Hospital’s acting Director of Marketing. He said the Hospital’s 50th anniversary will be in 2015, and they are planning some things within the community to celebrate it. They will be partnering with organizations on some plans, and are interested in partnering with the District to promote healthy living and utilizing the Arroyo.

Director O’Brien attended the Historical Society Committee meeting along with Chair Freeman. She asked staff to briefly review the Colony House project. She reported that the Ghost Tours held at Strathearn Historical Park netted $10,341.

Director O’Brien attended the VCSDA meeting at Camarillo Health Care District’s new adult day care center. Christina Lokke, Legislative Representative from CSDA, was the guest speaker.

Director O’Brien attended the Veterans’ Day event, and thought it was especially nice.

Vice Chair Hostetler said that his items were previously discussed.
Chair Freeman attended a CSDA Legislative Committee meeting, and they reviewed this past legislative year. In summary, they reviewed 2260 bills, actively tracked 180, and directly lobbied for 95. She said these were bills were very pertinent to special districts or local government. They supported 46 bills, 23 were signed into law, 2 were amended to remove support, 16 failed passage and 5 were vetoed. Of the 49 opposed, 6 were signed into law, 10 amended to address concerns, 24 failed passage and 9 were vetoed.

Chair Freeman attended the Historical Society Committee meeting. They reviewed the tentative in-house repairs and improvement schedule for Strathearn Historical Park next year, and discussed the proposed garage (auto annex).

Chair Freeman attended a CSDA Board Meeting, and reported that Steve Perez from Rosamond Community Service District is their new President.

Chair Freeman attended the Historical Society’s Annual meeting. She said it was very well attended and that she enjoyed the entertainment.

Chair Freeman attended an Advance Planning Committee meeting.

Chair Freeman attended the VCSDA dinner meeting on December 2nd. She thanked Director of Administration and Business & Accounting Supervisor for their help with the meeting arrangements, and said Christina Lokke did a very nice job presenting a legislative update. She mentioned that her last meeting as President will be the VCSDA annual dinner meeting in February 2015. She also informed that there is another bill in place to raise the minimum wage.

**REPORT BY DISTRICT MANAGER:**

District Manager along with Chair Johnson and Director of Planning & Maintenance met with Soccer Foundation representatives to review their request for turf expansion at Rancho Santa Susana Community Park. The Foundation had also asked for an outside restroom and a snack bar closer to the fields. This item will be further considered by the Advance Planning Committee in its review of plans for the Park. District Manager, Site Director and Assistant Director at Knolls After School Club, Recreation Coordinator, Recreation Supervisor, and Director of Planning & Maintenance met at the Knolls Fire Station to tour it and the area between Knolls Elementary School and the Station. Staff is evaluating use of the Station for the Club and other purposes. Additional discussion on this subject will take place and recommendations will be prepared for the Board’s consideration.

District Manager said the recruitment to fill the vacant Full-time Accountant – Payroll position concluded and a candidate has accepted the job and will start in mid-December.

District Manager, Director of Planning & Maintenance and Sr. Management Analyst toured the Oak Park County Park. District staff is working with Supervisor Foys Chief of Staff and the Director for the County of Ventura to determine whether or not that Park can be used as a trailhead and parking lot for public access into the Alamos Canyon property - should that property be preserved for public access.

The Board thanked Assembly Member Scott Wilk and Vanessa Wilk for attending the meeting and invited them to visit the District again at any time.
Minutes, Page 6, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, December 4, 2014

The Chair called a Closed Session at 7:58 p.m.

The Chair reconvened the meeting at 8:15 p.m.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.9

Conference with Legal Counsel – Existing Litigation; One Case

Name of Case: Tina Weisling vs.
Rancho Simi Recreation and Park District,
Jerry DeRosa, Larry Peterson, Sheldon Kaminsky,
Frank Flores, Larry Dolley, Steve Williams, et al.

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

XIII. ADJOURNMENT: Director Johnson moved to adjourn the meeting at 8:16 p.m.; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

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Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 18, 2014

TO: Board of Directors

FROM: District Manager

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

SUMMARY

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

BOARD ACTION REQUESTED

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

[Signature]
Larry Peterson
District Manager
Board Member Roles

- Make and approve district policy
- Set the direction of the district
- Make decisions
- Establish strategic goals and objectives
- Be an advocate for special districts
Commitment and Responsibilities
As a board member or trustee for a special district, you have committed to serve the best interests of the community, provide services that are essential to the community and represent the people who placed you into office.

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

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

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

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

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

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

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

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

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

OVERALL, YOUR ROLE AS A DIRECTOR IS TO:
WHY

Governance is Important
By Davis Campbell, Governance Consultant | Trainer

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

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

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

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

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

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

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

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

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

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

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

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

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

- Effective board members always keep confidential information confidential.

What effective boards do: The special district board's job in the district
The third dimension addresses the specific responsibilities of the governing board. We know that effective boards have strong competency-based cultures and that individual effective board members have strong governance skills, but the third question is: To do what? What are the duties and responsibilities of boards in the systems? The answer is that special district boards have certain responsibilities that no one else in the system can perform.

The specific responsibilities of the board are clustered into four areas: setting the direction for the district; establishing and supporting the structure of the district; holding the district accountable on behalf of the community; and serving as community leaders.

These are the essentials of effective district governance: a competency-based, highly effective board organization and culture; individual citizens serving as effective board members, accomplishing the specific duties and responsibilities that only governing boards can do on behalf of their communities.

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

SPECIAL DISTRICT RESOURCES
California Special Districts Association
www.cesda.net
Senate Local Government Committee
www.sen.ca.gov
Assembly Local Government Committee
www.assembly.ca.gov
Official California Legislative Information
www.leginfo.ca.gov
League of California Cities
www.ca-cities.org
California State Association of Counties
www.counties.org
California Local Government Finance Almanac
www.california-gcf.com
California Association of LAFCos
www.calafco.org
Governor's Office of Planning & Research
www.opr.ca.gov
California State Controller's Office
www.sco.ca.gov
California Legislative Analyst’s Office
www.lao.ca.gov
Special District Leadership Foundation
www.sdlf.org
Special District Risk Management Authority
www.sdma.org
CSDA Finance Corporation
www.csdafinance.net
LEARNING MORE
about Special Districts

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

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

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

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

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

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

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

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

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

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

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

Where do special district tax dollars go?

- Fire, Emergency, Medical & Police: 35%
- Transit: 17%
- Parks & Recreation: 9%
- Flood Control & Water: 27%
- Other: 12%
ETHICS LAWS
For Elected or Appointed Officials

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

"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." California Government Code § 87100

As this applies to special districts, a conflict of interest regarding a particular district decision would exist if it were "... reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family ..." or any of one's other financial interests. California Government Code § 87103

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

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

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

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

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

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

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

As can be seen above, public officials are held accountable for their actions both by their constituents who elect them and by the law. As an elected or appointed official
for a special district, it is your responsibility to promote ethical conduct within your district and understand the ethics laws to ensure that you are always keeping the interests of your constituents in the forefront.

**AB 1234 and ethics training requirement**

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

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

**PUBLIC OFFICIAL ETHICS LAW RESOURCES**

California Special Districts Association  
www.csda.net

Institute for Local Government  
www.ca-ilg.org

Fair Political Practices Commission  
www.fppc.ca.gov

Official California Legislative Information  
www.leginfo.ca.gov

Office of the Attorney General  
www.ag.ca.gov

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

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

**The Act begins by stating the following:**

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

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

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

**BROWN ACT RESOURCES**

www.csda.net

Search CA law/codes  
www.leginfo.ca.gov/calaw.html

Education/Trainings  
www.csda.net
YOUR ROLE
AS A SPECIAL DISTRICT ADVOCATE

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

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

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

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

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

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

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

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

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

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

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

RESOURCES FOR BECOMING A SPECIAL DISTRICT ADVOCATE

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

League of California Cities
www.cacities.org

California State Association of Counties
www.counties.org

California Association of LAFCos
www.calaflcso.org

California State Senate
www.senate.ca.gov

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

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

AUDIT EDUCATION ELECTIONS/BYLAWS FINANCE FISCAL LEGISLATIVE MEMBERSHIP AND RECRUITMENT

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

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

**CDSA BENEFITS & SERVICES**

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

**Legislative and legal representation**

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

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

**Competitive risk management/workers’ compensation/health coverage and financing opportunities**

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

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

**Critical and current information**

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

**California Special District magazine:**

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

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

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

**Discount on publications** - CSDA members receive significant savings on various guides, manuals and brochures offered through CSDA. Some of these include:

- A Local Official’s Guide to Ethics Laws: This comprehensive guide, published by the Institute for Local Self Government and developed by a broad base of professionals from local agencies, is packed with useful information on the ethical “dos and don’ts” for elected or appointed public officials. Crucial areas covered include: public disclosure of personal economic interests, receipt of loans, gifts, travel payments and honoraria, conflicts of interest, campaign contributions and bias, having an interest in a contract, dual office holding and incompatible offices, and criminal misconduct in office. Each of your elected or appointed officials should have a copy of and read this document!

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

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

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

**Additional member benefits**

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

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

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

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

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

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

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

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

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

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

**Networking Opportunities**
CSDA’s Annual Conferences, seminars and Special District Legislative Days provide unequalled opportunities to network with others in your chosen profession and discuss common problems, solutions and experiences.
A NEW
Approach for CSDA

CSDA is embarking on a new approach to take a more active and visible leadership role in advancing the cause of special districts.

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

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

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

To get there, CSDA will continue to:

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

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

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

CSDA Core Beliefs

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

The Board therefore believes that CSDA can and should:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property tax revenue losses are particularly difficult for independent special districts because, unlike cities and counties, property tax revenue is often the sole or primary source of funding for the provision of services.

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

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

to tough questions

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

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

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

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

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

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

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

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

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

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

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

There are approximately 2,200 special districts compared to 480 cities and 58 counties. Why so many and why can’t they be consolidated to save taxpayers money?
Numbers are arbitrary. What really matters is the quality of services and how well a special district responds to the customers it serves. Consolidation may work in some cases. In fact, CSDA and special districts are open to reorganization if it is deemed to be cost-effective, lead to increased efficiency and is supported by the constituents they serve.
RESPONSES
to tough questions

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

Aren’t special districts seen
as inefficient because of
the abundance of services
that seem to overlap or are
duplicative?

While special districts may dot many local
landscapes, they are the closest public
agencies to the communities they serve
and therefore are able to provide the
most expedient and responsive services.
Furthermore, because special districts focus
on a single function or limited functions, they
are able to focus their efforts, which leads to
discipline and innovation.

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

What is ERAF?

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

How much has been lost
because of ERAF?

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

Why are multi-county districts
exempted from ERAF?

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

If special districts are hurting
for so much funding because of
ERAF and Prop 13, why do some
have such huge reserves?

Special districts, like cities and counties,
need reserves to ensure they can respond
to their constituents in the event of
emergencies or disasters like flooding and
earthquakes. Prudent reserves often are
needed to accumulate the capital to pay
for large public works projects. In addition,
reserves provide a safety cushion in lean
years, stabilizing consumers’ rates.

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

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

What’s to stop some special
district administrators from
using these reserves for high-
priced junkets or for “official
meetings” that turn out to
be nothing more than free
vacations?

Local accountability is key here. As the
public agencies that are closest to the
people they serve, special districts are
directly accountable to their constituents.
As such, their leaders will be held to answer
to the voters who elected them or elected
officials who appointed them for any actions
that come into question.

How are special districts
scrutinized? Who are they
accountable to and how often
must they undergo checks and
balances?

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

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

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

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

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

Henry N. Brinkell, Regina R. Paul in Time for Curriculum
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 18, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Discussion to Determine District Name to Assign for Building Currently Referred to as the Knolls Fire Station

SUMMARY

The District is now the owner of the Knolls Fire Station. Maintenance, security and utilities are now the Park District’s responsibilities. The evaluation of building uses and associated renovation efforts is underway. The building will most likely serve as a community center for the Knolls residents, providing opportunities for recreation activities, public meetings (including HOA and Veteran’s), birthday party rentals, emergency supplies storage and the District’s Before and After School Club program. Any renovations that occur will preserve the look of the building as a fire station, while also improving the quality and utility of the interior. Renovation plans will be developed and presented to the Advance Planning Committee and then to the Board during the first few months of 2015. At this time, staff recommends the Board consider a name to assign the building, for future reference. Suggestions in order of preference are:

Knolls Station

Old Knolls Station

Knolls Building (this is how we refer to the buildings at Berylwood, Houghton-Schrieber, and Mae Boyar park sites)

Knoll’s Community Center

Old Knolls Fire Station

The Fire District has been consulted to determine whether or not it has a preference for the name assigned to the building. That agency indicated it had no preference for the name, but suggested the Park District consider removing the word “fire” from the building name to avoid creating the impression that the building still serves as a fire station. Staff is currently working on the District’s Fees and Charges Policy. The addition of rates for use of the Knolls Building will be incorporated into that effort, which should time nicely to the planned building renovation.
RECOMMENDATION

Staff recommends the Board determine a name to assign for the building currently referred to as the Knolls Fire Station.

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

DATE: December 18, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Recommendation to Offer Health Insurance Benefits to District Employees in Part-time Positions Meeting Specified Criteria

SUMMARY

On December 4, 2014, the Board approved a Resolution Adopting Guidelines to Comply with the Patient Protection and Affordable Care Act Employer Mandate (the “ACA”) for “Ongoing” Employees. Staff has since compiled and reviewed the hours worked by all part-time staff members during the measurement period from November 5, 2013 to November 4, 2014. A total of thirty-nine part-time employees worked an average of 30 hours per week or more during this period and so are considered “full-time” for purposes of being entitled under the ACA to receive an opportunity to receive health coverage.

The District’s minimum obligation in calendar year 2015, to avoid the greater of two potential assessments by the IRS, is to offer an opportunity to enroll in health insurance to at least 70% of the “full-time” employees. For the District’s current workforce, 70% represents an additional 3 “full-time” employees to whom an opportunity to enroll in health coverage must be extended. In calendar year 2016, the District’s minimum obligation will require an offer of health insurance to at least 95% of the “full-time” employees (as determined by the 2015 measurement period), which staff anticipates will equate to an additional 33 employees.

Our society places great importance upon the purchase of insurance as a prerequisite to obtaining health care. Staff has considered that fact, and also the duties, pay rates, hire dates, and more, of the part-time staff that have worked 30 hours per week or more during the measurement period. After careful deliberation, staff recommends the District offer an opportunity to enroll in health insurance benefits to the seventeen part-time employees in positions for which the hourly rate of pay is $16.21 or greater who worked enough hours to be considered “full-time” under the ACA for 2015 (see attached).

In accordance with the District’s resolution electing to contract with CalPERS under the Public Employee Medical and Hospital Care Act (“PEMHCA”) to provide medical coverage to eligible District employees, an accepted offer of health insurance benefits will require the District to contribute up to $438 per month towards a PERS selected health insurance plan during the 2015
calendar year. Such benefits would only continue into 2016 if the employees continue to work an average of at least 30 hours per week.

Based on past acceptance rates, staff estimates that approximately 68% of the additional "full-time" employees who receive an offer to enroll in health coverage will accept the District's offer. If that assumption holds true, then based on presently available data relating to health costs under the PEMHCA, staff anticipates that the District's additional cost for health care for the 2015 calendar year would not exceed $60,759. For the district's current fiscal year, ending on June 30, 2015, the proportionate amount of this projected expense would be approximately $30,380.

RECOMMENDATION

Staff recommends the Board approve the offer of health insurance benefits to the part-time employees specified herein (see attached).

Larry Peterson
District Manager
# Affordable Care Act Analysis for January 1, 2015 Implementation

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<th>Payroll Name</th>
<th>Job Title</th>
<th>Hire Date</th>
<th>Rate Amount</th>
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<th>$16.21 or Higher</th>
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<td>Phillips, Carolyn Theresa Valde</td>
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| No. of Employees | 9 | 17 | 22 |
| Est. 88% accept  | 6 | 12 | 15 |
| Annual Cost      | $32,167 | $60,759 | $78,630 |
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 18, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Reclassification of Payroll and Volunteer Coordinator to Recreation Coordinator

SUMMARY

A full-time Accountant position was created in June 2014, upon the retirement of the District’s Marketing and Community Outreach Specialist. At that time, the District’s Lead Accountant was reclassified to Payroll and Volunteer Coordinator. A job description was drafted for the newly created Accountant position, and a recruitment occurred which resulted in the filling of the Accountant position. During that time and the months that followed it became clear that the payroll and volunteer coordination duties were too much for one person, particularly given a desire to provide more staff and volunteer time to special events while also upgrading ADP software and striving to streamline time reporting, etc. The District rejected the probationary employment of the Accountant for other reasons, and re-evaluated all of these circumstances. The conclusion was reached to modify the job description for the Accountant position to include payroll functions. The recruitment for that position resulted in the selection of a candidate that previously performed payroll and associated functions for the District. That person resumed her employment with the District on December 15. This allows the payroll functions to be removed from the Payroll and Volunteer Coordinator, enabling that position to focus on volunteer coordination and special event support. It appears that a good result has been reached, and staff therefore recommends the reclassification of the Payroll and Volunteer Coordinator to Recreation Coordinator. The Recreation Coordinator job description will be revised to include Volunteer Coordination as one of the service areas, resulting in the placement of volunteer coordination under the umbrella of the Recreation Department.

RECOMMENDATION

Staff recommends the reclassification of Payroll and Volunteer Coordinator to Recreation Coordinator.

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

DATE: December 18, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Agreement Between the Oak Park Unified School District and the Rancho Simi Recreation and Park District for Use of Facilities [Term March 1, 2014 to February 28, 2017]

SUMMARY

For many years the Park District and the Oak Park Unified School District ("OPUSD") have shared facilities pursuant to a written agreement. The term of the current agreement ended February 28, 2014. Approval of the continuation of that agreement is now recommended for a term that would extend through February 28, 2017. In May 2012, various changes were incorporated into the agreement to accommodate OPUSD’s adding of a Junior Varsity Girl’s Tennis team. The incorporated provisions preserved public access to the courts, and continued the Park District’s maintenance obligations of the courts. Those changes have worked fine for both sides. Accordingly, no substantive changes to the agreement are recommended at this time.

BOARD ACTION REQUESTED

Staff recommends the Board approve the Agreement Between the Oak Park Unified School District and the Rancho Simi Recreation and Park District for Use of Facilities [Term March 1, 2014 to February 28, 2017], and authorize the District Manager to sign the agreement on behalf of the District.

Larry Peterson
District Manager
AGREEMENT BETWEEN THE
OAK PARK UNIFIED SCHOOL DISTRICT
AND THE
RANCHO SIMI RECREATION AND PARK DISTRICT
FOR USE OF FACILITIES

Term March 1, 2014 to February 28, 2017

This agreement is made and entered into the date hereinafter set forth by and between the OAK PARK
UNIFIED SCHOOL DISTRICT, hereinafter referred to as “School District” and the RANCHO SIMI
RECREATION AND PARK DISTRICT, hereinafter referred to as “Park District.”

WHEREAS, each school in the Oak Park Unified School District is designated as a community center; and

WHEREAS, the citizens of Oak Park are dedicated to the integration of community activities; and

WHEREAS, the master plan for the Oak Park community emphasizes the shared use of school and park
facilities by their location, and

WHEREAS, the California Education Code and California Public Resources Code provide for cooperative
use of School District and Park District facilities, and it has been a long standing policy of the Park District to make
its facilities available for school use and to use School District facilities for park use, when such use can be of
benefit to residents of the entities involved; and

WHEREAS, the Board of Education of the Oak Park Unified School District and the Board of Directors of
the Rancho Simi Recreation and Park District have determined that it would be in the public interest to enter into an
agreement for cooperative use of facilities owned by them;

NOW, THEREFORE, in consideration of the covenants, conditions, provisions, agreements, obligations
assumed, and the other considerations contained herein, the parties hereto agree as follows:

1. Use of Park District Facilities: The Park District hereby grants to the School District a non exclusive
permit to use the buildings, grounds, and facilities of the Park District for programs and activities of the School
District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the
Park District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of Park
District facilities on a case-by-case basis subject to the approval of the Park District Manager or appropriate
designee.
2. **Use of School District Facilities:** The School District hereby grants to the Park District a non-exclusive permit to use the buildings, grounds, and facilities of the School District for programs and activities of the Park District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the School District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of School District facilities on a case-by-case basis subject to the approval of the School District Superintendent or appropriate designee.

3. **Compliance:** The School District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds, and facilities owned by the Park District. Conversely the Park District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds and facilities owned by the School District. This provision will also apply to all groups and organizations whose use of facilities is sponsored by either entity.

4. **Scheduling of Use:** The School District and Park District shall each designate an individual who shall be responsible for coordination of the scheduling of use of facilities under this agreement. All requests for use of School District facilities shall be routed through the Park District representative to the School District representative for consideration and scheduling. Similarly, all requests for use of Park District facilities shall be routed through the School District representative to the Park District representative for consideration and scheduling. All such requests for use of facilities shall be processed as promptly as this can reasonably be accomplished. When a use of facilities by one agency has been approved by the other agency, that use shall not be canceled or modified except when the agency owning such facilities determines that such cancellation or modification is in the best interest of its programs and activities.

5. **Charges for Use:** The using District shall compensate the owner District for direct costs incurred by the owner District resulting from or associated with the use of buildings, grounds and facilities under this agreement, such as the costs of utilities and expendable supplies resulting from such use and the costs of personnel for custodial care, maintenance, and supervision of use resulting from use by the using District. A one-time charge may be made for processing a request for use of facilities. When such use involves the payment of fees or other charges by participants in programs for which the facilities will be used, the owner District shall be entitled to establish
appropriate use fees. If the owner District establishes such use fees, it shall so advise the using District of those use fees sufficiently far in advance of the proposed use to enable the using District to determine whether or not to proceed with the program involved prior to the time it would be necessary to advertise or promote the program. At such times as shall be convenient to either party, but no less frequently than the last day of June and December of each year, each District shall submit to the other District a statement of charges incurred as a result of use of facilities under this agreement. The charges incurred by each District shall be payable to the other District within a period of sixty (60) days following the period for which such charges were incurred. As an alternative to the assessment of fees between the two parties, either District may compensate the other through the reciprocal use of its facilities in lieu of fee payment. This alternative shall be affected in an equitable manner and is subject to the approval of both parties.

6. **Supervision and Control of Use**: The supervision and control of Park District programs and activities on school grounds, buildings, and facilities under this agreement shall be the responsibility of the Park District. The supervision and control of School District programs and activities on park grounds, buildings, and facilities under this agreement shall be the responsibility of the School District. All use of buildings, grounds, and facilities under this agreement shall be supervised by the District using same through the services of responsible individuals who shall be familiar with the programs of the parties and the arrangements which have been made by the parties for the use of such buildings, grounds, and facilities. It is specifically understood that it may be necessary for either District to provide personnel to supervise the use by the other District of buildings, grounds, or facilities under this agreement. If the owner District determines that it will be necessary for it to supervise the use by the other District of buildings, grounds, or facilities under this agreement, the owner District shall so advise the using District at the time the owner District grants the using District permission to use its buildings, grounds, or facilities. At that time the owner District shall also advise the using District of the charges which will be made by the owner District for such supervision of use. Each District may also elect to monitor use by the other District under this agreement to insure that such use shall be consistent with this agreement and the public interest. During all use under this agreement, the using District and all individuals engaged in its programs and activities shall respect and
comply with the rules and regulations of the owning District and the reasonable directions and requests of the owning District's representatives.

7. **Care and Repair of Property:** The School District and the Park District, and their employees, agents, and representatives shall exercise appropriate care in the use of all buildings, grounds, and facilities under this agreement. Further, during such times as buildings, grounds, and facilities are being used under this agreement; the using District shall endeavor to restrain persons not affiliated with the using District from committing any waste or damage to the property so used and to buildings, grounds, and facilities in proximity to those actually being used. In the event buildings, grounds, or facilities are damaged or destroyed during use under this agreement, the using District shall immediately reimburse the owner District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. As an alternative to reimbursement, the using District may, if this is acceptable to the owner District in the specific instance involved, actually repair the damage resulting from such use to the satisfaction of the owner District. The using District shall not be responsible to the owner District for reasonable wear and tear resulting from such use.

8. **Modification of Property:** Neither District shall modify or alter in any way the buildings, grounds, or facilities of the other District without the specific written authorization of the owner District. The using District may, with owner District approval, place on the buildings, grounds, and facilities of the owner District such reasonable and temporary decorations and displays as may be appropriate to such use. All such decorations and displays shall be placed in such a manner that their use shall not result in damage or detriment to the property of the owner District. All such decorations and displays shall be removed promptly after completion of the use for which they were intended.

9. **Expendable Equipment and Supplies:** Each District shall supply and furnish such expendable equipment and supplies as shall be necessary to conduct its programs and activities. It is specifically understood that this agreement shall not extend to the use of expendable equipment and supplies.

10. **Non-Liability for Loss/Insurance:** This agreement is made upon the express condition that the District permitting the use of its buildings, grounds, and facilities by the other District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use of
such buildings, grounds, and facilities by the other District. The using District hereby assumes all risk of damage to persons and property in or upon the buildings, grounds, and facilities which are the subject of this agreement during such time as said buildings, grounds, and facilities shall be used under this agreement, from any cause or source whatsoever, and the using District, and all others using said buildings, grounds, and facilities under this agreement hereby waive any and all claims against the owner District for damage to persons or property in, on, or about said buildings, grounds, and facilities. The using District shall hold the owner District harmless from any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action bought for injury to persons or damage to property resulting from or associated with the use of said buildings, grounds, and facilities under this agreement. Further, the using District shall save and hold harmless the owner District from any and all orders, judgments, and decrees, which may be entered in such suits or actions. In order to protect each other from liability and loss in this regard, the parties shall each secure, carry, and maintain at all times during the term of this agreement, at their sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of both Districts. Said insurance shall be in the principal amount of not less than one million dollars ($1,000,000.00) combined single limits, as to injury to persons and/or damage to property for a single occurrence. Each District shall provide to the other District evidence of required insurance in the form of a "Certificate of Insurance" which shall provide that the other District shall be notified at least forty-five (45) days in advance of termination or cancellation of said insurance. In addition, each District shall provide to the other District a "Policy Endorsement Form" naming the other District as an additional insured.

11. Notices: All notices to be given under this agreement shall be in writing and shall be effective either upon personal delivery or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served forty-eight (48) hours after being deposited in the United States mail and issuance of a registered or certified mail receipt. Notice shall be delivered or mailed to the principal office of each District.

12. Oak Park High School Tennis Courts. The tennis courts located on the Oak Park High School campus serve both an important school purpose and an important public recreation purpose. These provisions are
meant to prevent any conflict in use for these purposes, and also indicate specific maintenance and other responsibilities with regard specifically to the tennis courts. The following table lists regularly scheduled approved school use of the high school tennis courts. Additional school uses may be scheduled, as stated below. The tennis courts shall be available for public recreational purposes at all other times, as determined by the Park District. When all or some of the tennis courts are not being used by the School District in accordance with this schedule, they shall be available for public recreational purposes, as provided by the Park District. The “Dates” below are based upon the start and end dates of the regular school year, and will therefore vary slightly from year to year. Each year the School District will provide to the Park District the actual school year start and end dates, so that both agencies can adjust accordingly.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Time</th>
<th>Days of Week</th>
<th>Number of Courts</th>
<th>User</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 20 – June 15</td>
<td>1:30 pm – 6:30 pm</td>
<td>Weekdays</td>
<td>All Courts</td>
<td>School</td>
</tr>
<tr>
<td>August 11-June 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2016-2017 School Year)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>June 16 – July 26</td>
<td>3:30 pm – 6:30 pm</td>
<td>Weekdays</td>
<td>All Courts</td>
<td>School</td>
</tr>
<tr>
<td>June 1 – July 16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2016-2017 School Year)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year-round</td>
<td>6:30 pm – 9:00 pm</td>
<td>Weekdays</td>
<td>One Court</td>
<td>School</td>
</tr>
<tr>
<td>Year-round</td>
<td>9:00 am – 6:00 pm</td>
<td>Saturday &amp; Sunday</td>
<td>One Court</td>
<td>School</td>
</tr>
</tbody>
</table>

The school use times indicated above may include coaching by the School District’s tennis coaches, however, the age of the kids being coached must be between 13 – 19 years old. If those being coached are under or over these ages, the use will not be considered a school use and instead be considered private lessons. Unless approved by the Park District in writing, private lessons during public recreational use of the tennis courts are prohibited. Any person violating this restriction may be warned and/or cited by the Park District’s Park Rangers.
b. During the times that the School District is using only one court it shall make best efforts to use court number 1 to help provide predictability to recreational tennis players.

c. A schedule showing the School District's scheduled uses shall be posted in a visible location at the tennis courts, so that the public may readily determine when the tennis courts are available.

d. All or some of the tennis courts may also be needed at other special times, for school sponsored make-up games, tournaments, or other required California Interscholastic Federation (CIF) needs. The School District will make reasonable effort to notify the Park District of these special uses 30 days prior to the special use so and the Park District will make reasonable effort to reschedule any program that may be in conflict with the School District's special use. School fund raising tournaments are expected to occur 2-3 times per year and will likely occur on a Friday from 4 pm – 8 pm, and on a Saturday and Sunday from 10 am – 5 pm.

e. The School District and its tennis coaches will make best efforts to end practices and instruction based upon the times stated in the table above, and would definitely stop immediately if there was a public need for the courts. If no such immediate public need exists, School District and School District tennis coach use will be completed within 15 – 20 minutes of the stated time frames.

f. RSRPD reserves the right to charge appropriate fees for use of the courts by non-school groups and/or individuals. Such fees shall be used either in whole or in part to offset the costs of utilities and ongoing maintenance of the facility. RSRPD shall be responsible for all costs of electrical service to the facility (subject to an offset for electricity costs associated with lighting any or all tennis courts used by the School), lamp replacement and electrical repairs to the facility. RSRPD shall wash all tennis courts once per month and replace tennis court nets and center straps as necessary. OPUSD shall blow off courts as necessary, spot clean spills and empty trash containers as necessary. Large-
scale maintenance projects such as court resurfacing, painting, and repair/replacement of windscreens, fencing, or other fixtures shall be funded jointly by RSRPD and OPUSD on an equal basis.

g. Due to the composition of the court surfaces, and in an effort to avoid excessive maintenance costs, “high-impact” activities such as roller hockey and the use of remote controlled vehicles are prohibited within the fenced court area. Both OPUSD and RSRPD shall make every effort to enforce this restriction.

13. Term of Agreement: This revised agreement shall commence as of March 1, 2014, and continue thereafter for a term of three (3) years to and including February 28, 2017. This agreement may, however, be terminated by either party hereto upon the giving of ninety (90) days written notice to the other party of its intention to terminate this agreement. Such termination shall be effective upon the expiration of said ninety (90) days.

Dated: 12/6/14
OAK PARK UNIFIED SCHOOL DISTRICT

Anthony W. Knight, Superintendent

Dated: ______________________________
RANCHO SIMI RECREATION & PARK DISTRICT

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

DATE: December 18, 2014

TO: Board of Directors

FROM: Golf Course Manager

SUBJECT: Approval of Agreement with Pascuzzo & Pate Golf Course Design for Design Consulting for Simi Hills Golf Course

SUMMARY

The District assumed management of Simi Hills Golf Course on May 1, 2007 and on July 17th, 2008, the Board approved an agreement for golf course design consulting services with Graves & Pascuzzo Golf Course Architects (now doing business as Pascuzzo & Pate Golf Course Design). Staff believed it was critical to develop a long range plan for infrastructure repairs, specifically irrigation system replacement, and other golf course improvements at Simi Hills Golf Course.

Three main factors were influencing the direction at that time; reliability of the irrigation system, cost of water and availability of grants and rebates for irrigation system improvements. In January of 2009, Graves & Pascuzzo presented a master plan for Simi Hills Golf Course to address the following goals:

a. Improve the playability of the golf course for all levels of players.
b. Implement a more strategic design philosophy to the golf course.
c. Improve pace of play.
d. Find and explore under-utilized resources of the golf course.
e. Make recommendations on safety upgrades for areas where golf balls affect adjacent homes and roads.
f. Allow for the implementation of the master plan over a period of years.

The master plan evaluated the location, condition and playability of golf course greens, tees, bunkers, paths, trees, water features and practice facilities. Over the past five years, staff has selectively implemented a few of these recommendations (safety upgrades and tee box renovations) but the major aspects of this plan have been deferred due to other higher priority projects.

The golf course is now 34 years old, and is still operating on the original irrigation system which was designed to last only 20-25 years. Water rates have nearly doubled over this time (from $1.75 per unit then to $3.25 now). And after three years of drought the District’s water supplier is offering significant rebates to make irrigation upgrades and also to reduce turf coverage. Repetitive irrigation system failures have put pressure on course conditions and contributed to a downward trend in revenue over the past several years.
Current Findings

In November 2013, the Golf Committee directed staff to develop a scope of work and a plan for the outstanding improvements in the master plan, primarily a replacement of the irrigation system and a reduction in turf.

Over the past several months, staff has reviewed and prioritized the potential improvements and developed and refined a scope of work. Staff has reviewed similar projects at other courses and reviewed their plans with golf industry experts. In August 2014, the Golf Committee reviewed the recommended scope of work and budget estimates and directed staff to contract with Damian Pascuzzo to perform the following tasks:

a. Review and update golf course master plan.
b. Review and further develop staff’s scope of work.
c. Develop a final concept plan complete with illustrations and construction drawings.
d. Produce photo exhibits and assist with presentations to the Board and public.

Fiscal Impact

Initial Design Services will be provided for a fixed fee of $29,800 (twenty nine thousand eight hundred dollars) plus reimbursable expenses such as travel, reprographics, and express/overnight mail, billed at their direct cost. If approved, this expenditure will made from the Professional and Special Services account within the Enterprise Fund. Additional funding to this account will be recommended during the mid-year budget adjustments presented to the Board in January or February 2015.

RECOMMENDATION:

Staff recommends the Board approve the Agreement for Golf Course Design Consulting with Pascuzzo & Pate Golf Course Design.

[Signature]

Brian Reed, Golf Course Manager
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND PASCUZZO &
PATE GOLF COURSE DESIGN FOR GOLF COURSE ARCHITECTURAL
CONSTRUCTION DESIGN SERVICES
FOR SIMI HILLS GOLF COURSE

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement")
effective as of ____________________ ("Effective Date"), is by and between the Rancho
Simi Recreation and Park District ("District") and Pascuzzo & Pate Golf Course Design
("Consultant").

Section 1. Term of Agreement. Subject to the provisions of Section 20
("Termination of Agreement"), the term of this Agreement will be for a
period commencing on the Effective Date and will terminate upon the
completion of Consultant's services.

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the services set forth in Exhibit A ("Revised
Scope for Initial Design Services for Simi Hills Golf Course, October 6,
2014"), which is made a part of this Agreement.

2.2 Consultant will furnish all of the labor, technical, administrative, Consultant
and other personnel, all supplies and materials, equipment, printing,
vehicles, transportation, office space and facilities, and all tests, testing
and analyses, calculation, and all other means whatsoever, except as
otherwise expressly specified in this Agreement, necessary or proper to
perform and complete the services required of Consultant under this
Agreement.

2.3 Consultant shall designate representative(s) who are authorized to act on
its behalf and to make all decisions in connection with the performance of
services under this Agreement.

2.4 Consultant shall make every reasonable effort to maintain the stability and
continuity of Consultant's key personnel and subcontractors to perform the
services required under this Agreement. Consultant shall notify District
and obtain District's written approval with respect of any changes in key
personnel and subconsultants prior to the performance of any services by
replacement personnel or subconsultants.
2.5 Consultant must obtain District's prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subconsultant and the terms of compensation.

2.6 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 3. Additional Services and Changes in Services.

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or listed in the Scope of Services, unless such additional services are authorized in advance and in writing by District.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the District with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 District may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

4.1 By executing this Agreement, Consultant represents that Consultant:

(a) has thoroughly investigated and considered the Scope of Services to be performed;

(b) has carefully considered how the services should be performed;

(c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
(d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

4.2 If services involve work upon any site, Consultant represents that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from District.

Section 5. Compensation and Payment.

5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit A. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit A unless additional compensation is approved in writing by District.

5.2 Each month during the term of this Agreement, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit A. The invoice must detail all charges by the following categories: labor (by subcategory), reimbursable costs, subconsultant contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.

5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.

5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
5.5 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant.

Section 6. **Required Documentation Prior to Performance.**

6.1 Consultant will not perform any services under this Agreement until:

(a) Consultant furnishes proof of insurance;

(b) Consultant provides District with a Taxpayer Identification Number; and

(c) District gives Consultant a written notice to proceed.

6.2 District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.

Section 7. **Time of Performance; Excusable Delays; Extensions.**

7.1 Consultant will adhere to all schedules and deadlines set forth in this Agreement.

7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

7.3 If Consultant is delayed by any cause beyond Consultant’s control, District may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify District within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant’s performance of services.

Section 8. **Cooperation by District.**

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Pascuzzo & Pate Golf Course Design Agreement
Golf Course Design Services for Simi Hills Golf Course
Section 9. Project Documents.

9.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. District acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at District's own risk.

9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District unless otherwise agreed to in writing by District.

Section 10. Consultant's Books and Records.

10.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three years following the final payment under this Agreement.

10.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying at any time during regular business hours upon written request by District or its designated representative. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed
upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

10.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 11. Status of Consultant.

11.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

11.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.

11.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 12. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.
Section 13. **Nondiscrimination.**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Section 14. **Unauthorized Aliens.**

Consultant agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 et seq., “FINA”), as amended, and further agrees not to employ unauthorized aliens as defined in FINA. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against District for the use of unauthorized aliens, Consultant agrees to reimburse District for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys’ fees incurred by District.

Section 15. **Conflicts of Interest.**

15.1 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

15.2 District understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to District, it is unaware of any stated position of District relative to these projects. Any future position of District on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. **Confidential Information; Release of Information.**

16.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant.
Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the District's designated representative, except as may be required by law.

16.2 Consultant, its officers, employees, or agents, shall not, without prior written authorization from the District's designated representative or unless requested by the District's Legal Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary," provided Consultant gives District notice of such court order or subpoena.

16.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

16.4 Consultant shall promptly notify District should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 17. **Indemnification.**

17.1 Consultant shall indemnify, defend, protect and hold harmless District from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which District may suffer or incur or to which District may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or willfully wrongful acts or omissions of Consultant, its officers, employees, or agents committed in performing any services under this Agreement.
17.2 If any action or proceeding is brought against District by reason of any of the matters against which Consultant has agreed to indemnify District as provided above, Consultant, upon notice from District, shall defend District at Consultant's expense, such acceptance not to be unreasonably withheld. District need not have first paid for any of the matters to which District is entitled to indemnification in order to be so indemnified.

17.3 For the purposes of this section, "District" includes District's officers, officials, employees, agents and volunteers.

17.4 The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

17.5 The provisions of this section do not apply to Claims occurring as a result of the District's sole negligence or willful acts or omissions.

17.6 In the event of any Claim made against District arising out of the negligent or wrongful acts of Consultant, District may, in its sole discretion, reserve, retain or apply any funds due to Consultant under this Agreement for the purpose of resolving such Claim.

17.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

17.8 Notwithstanding any provision of this Agreement to the contrary, design Consultants shall be required to defend and indemnify District only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design Consultant. The term "design Consultant" includes licensed architects, licensed landscape architects, registered Consultant engineers, Consultant land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.

Section 18. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement general liability insurance coverage in the amount of $1 million, workers compensation insurance coverage in the amount of $1 million, and professional liability insurance coverage in the amount of $1 million. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District's designated representative.
Section 19. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District which shall be in the sole discretion of the District. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 20. Termination of Agreement.

20.1 District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

20.2 Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to District.

20.3 Upon termination of this Agreement by either Consultant or District, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

20.4 Consultant acknowledges District's rights to terminate this Agreement as provided in this section and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 21. Default.

In the event that Consultant is in default under the terms of this Agreement, District will have no obligation or duty to continue compensating Consultant for any services performed after District provides written notice to Consultant of such default.
Section 22. Notices.

22.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To District: Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065
Attention: Brian Reed, Golf Course Manager

Telephone No. 805-522-0803
Fax No. 805-520-9379
Email: brian@simihillsgolf.com

To Consultant: Pascuzzo & Pate Golf Course Design
5354 Town Center Blvd. Suite 114-169
El Dorado Hills, CA 95762
www.2pgolfdesign.com

Telephone No.: 916-941-8692
Fax: 916-941-8693
Email: damian@2pgolfdesign.com

22.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

22.3 Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 23. General Provisions.

23.1 Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

23.2 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

23.3 Entire Agreement. This Agreement, including the attached Exhibit A, is the entire, complete, final and exclusive expression of the parties with

Pascuzzo & Pate Golf Course Design Agreement
Golf Course Design Services for Simi Hills Golf Course
respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

23.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the District Board or District’s representative, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

23.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

23.6 **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

23.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

23.8 **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

23.9 **Venue.** In the event of litigation between the parties, venue will be in the Ventura County Superior Court.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

RANCHO SIMI RECREATION AND PARK DISTRICT

Larry Peterson, District Manager

APPROVED AS TO FORM:

Brian A. Pierik, District Counsel

CONSULTANT: PASCUZZO & PATE GOLF COURSE DESIGN

Damian Pascuzzo, Pascuzzo & Pate Golf Course Design

Pascuzzo & Pate Golf Course Design Agreement
Golf Course Design Services for Simi Hills Golf Course
EXHIBIT A

Revised Scope of Services
Revised Scope for Initial Design Services for Simi Hills Golf Course.

October 6, 2014

Scope of Work: Our intent is to review and update the master plan of the golf course based on the current goals of the Park District. Primarily we will identify those tees and bunkers that should be remodeled or relocated and to define areas and techniques for reducing turf and water consumption. We will also look at multiple options on how to extend the golf course into the vacant park area and identify their impacts.

Throughout the process, we will schedule progress meetings with you and the Park District staff to review the design work.

The final concept plan will illustrate the golf course with its existing and remodeled features, those areas of turf conversion along with descriptions of what is to occur in each zone. When the final concept plan is complete we will prepare two photo exhibits to aid in presenting the plan to the golf committee and the Parks Board.

Construction drawings or additional services required after the final plan will be covered under a separate agreement.

Tasks and Deliverables:
1. We will prepare base maps for the golf course from the existing master plan and Park District supplied data. We will also incorporate any as-built irrigation information from Dave Taylor.
2. Prepare conceptual designs illustrating remodeled tees and bunkers, and possible solutions to reduce irrigated turf and overall water consumption. The initial conceptual design will be refined after consulting with you and your staff. We will look to develop design solutions that are practical and economical to implement. The impacts on playability, maintenance, and water consumption of each conceptual design will be discussed and evaluated with you.
3. We expect to meet with staff twice during the evaluation and refinement process described in task two.
4. The final color plan will be delivered to you and contain appropriate notes to communicate the ideas to the public. A PDF or JPEG version will be provided to you for additional use or distribution.
5. Two photo exhibits will be prepared for presentation. These will be photo manipulations of the existing golf course to illustrate the different design ideas decided upon to conserve water. These exhibits will be provided in digital format so they can be easily incorporated into a power point presentation, and in 24”x36” hardcopy for display.
Owner to Provide: the latest available high resolution aerial photo and/or topography for the golf courses if available from the Park District.

Professional Fees and Terms:
We propose to provide the services described above at the fixed fee of $29,800 (Twenty nine thousand eight hundred dollars). Reimbursable expenses are in addition to our fees and shall include travel, reprographics, and express/overnight mail. When practical, we will share travel expenses with our other clients in the area. Expenses will be billed at our direct cost. Invoices are prepared monthly for the work completed. Invoices are due upon receipt. Invoice balances not paid within 30 days of receipt are subject to interest charge of 1.5% per month.

Additional Services:
Services not listed in the scope of work above will be billed at an hourly rate of $175.00 per hour. Reimbursable expenses will be billed as described above.

Exclusions
The following are not part of this proposal.
- Engineering or Irrigation design.
- Material testing or lab work.
- The services of other consultants.
- Construction documents.
- Cost estimates.
- Public meetings or presentations.
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RANCHO SIMI RECREATION AND PARK DISTRICT

SPECIAL MEETING
BOARD OF DIRECTORS
SYCAMORE DRIVE COMMUNITY CENTER
1692 SYCAMORE DRIVE, SIMI VALLEY

THURSDAY, DECEMBER 18, 2014, 7:30 P.M.

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. SCHEDULED ITEMS

A. Presentation by Site Directors, Followed by Discussion, Regarding Site Directors’ Request to be Reclassified from Classification 5.2 to Classification 8 on the District’s Part-time Pay Schedule

Oral

V. 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.