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

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

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

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

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

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

We appreciate your attendance and hope to see you again.
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – February 19, 2015

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation on the Arroyo Simi Greenway Phase 3 Project
      Oral
   B. Presentation of the Full-Time Employee of the Month for
      February 2015 to Lee Martin
      35-15-d

VI. CONSENT AGENDA**
   A. Approval of Check Register: 2/20/15 (payroll)

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

VII. CONTINUED BUSINESS

None

VIII. NEW BUSINESS
   A. Approval for the Purchase of Three (3) Ford Connect Transit Vans
      Through California Multiple Award Schedules (CMAS)
      7-15-a
   B. Approval of Award of Contract with StayPrime North America Inc.
      for a Golf Cart GPS System for Simi Hills Golf Course
      120-15-a
   C. Approval of Resolution of the Rancho Simi Recreation and Park
      District Nominating a Candidate for Election to Serve on the
      California Special District’s Association Board of Directors
      23-15-b

IX. WRITTEN COMMUNICATIONS

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER
XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County at 4201 Guardian Street, Simi Valley, Ca
Assessor Parcel Number: 626-0-051-095

Agency Negotiator: Larry Peterson, District Manager

Negotiating Parties: Tepco, Ltd.

Under Negotiation: Price and Terms of Payment

B. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Disposition: Property Located in Ventura County at 1692 Sycamore Drive, Simi Valley, CA
Assessor Parcel Numbers: 642-0-231-285
642-0-231-295
642-0-280-075
642-0-280-085
642-0-280-095

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

Report and Instructions to Staff Regarding Price and Terms of Payment

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact 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.
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
FEBRUARY 19, 2015, 6:30 P.M.

AGENDA ITEM

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

PLEDGE OF ALLEGIANCE: Led by Wayne Nakaoka

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

Staff: Doug Gale, Karen Garber, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Brian Reed, Shelly Strauss, Robin Walker

Guests: Joe Wade

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

None.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – February 5, 2015

ACTION: Director Cavanaugh moved to Approve the Minutes of the Regular Meeting of February 5, 2015; Vice Chair Hostetler 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 January 2015 to Shelly Strauss 35-15-c

Business & Accounting Supervisor reviewed the nomination. Chair Freeman presented Shelly Strauss with the Employee of the Month award and congratulated her on behalf of the Board. Shelly thanked staff who nominated her and also the District for the award. She added that it has been a great joy to work at the Park District, and that she regretted not coming here sooner.

(B) Presentation of the Simi Valley Historical Society Annual Report (Oral)

President Joe Wade of the Simi Valley Historical Society gave a review of 2014’s attendance and earnings from the gift shop, rentals and events held at Strathearn Historical Park & Museum, and also provided some comparative figures from 2013. Some of the items he reported on were: the Civil War Encampment event, the Tiara Garden Party event, the History Day event, the Golden 50 Anniversary Picnic, the Park’s gift shop totals, and the school tours that consisted of 20 schools with 1,000 students attending. He commended Site Director Carolyn Phillips who he said has done an outstanding job with
managing the rentals at Strathearn Park. She also secured a grant from Ventura County Community Foundation, and some of the funds will be used to digitize the audio, visual/photographs, and film collections. President Wade said that 2015 looks to be an exciting year; among the projects is the relocation of the Colony House. They are having ongoing discussions about the Ghost Tours event, and a new event, a holiday fundraising gala, is planned for December. They also plan to create some more historical events, and some added events for children.

Chair Freeman asked if there are alternate plans for the Civil War Encampment scheduled for the upcoming weekend in case of rain. President Wade said the event will go on as planned even if it rains. Chair Freeman said the Park District appreciates everything the Historical Society does for Strathearn Historical Park & Museum and asked the President to relay this message to the Historical Society Board.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 2/6/15 (payroll); 2/15/15 (payables)

(B) Approval of Notice of Completion and Final Acceptance for the Rancho Santa Susana Community Center Exterior Painting and Masonry Wall Sealing Project 116-15-c

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

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Approval of Resolution Approving Modifications to District’s Adopted Annual Budget for Fiscal Year 2014-15 124-15-a

ACTION: Director O’Brien moved to Approve Resolution No. 1899 Approving Modifications to District’s Adopted Annual Budget for Fiscal Year 2014-15; Director Cavanaugh seconded the motion. Motion carried with the following roll-call vote:

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

(B) Approval of Award of Contract for the Rancho Tapo Community Park Splash Pad Replacement Project 63-15-a

ACTION: Director Johnson moved to Approve Award of Contract for the Rancho Tapo Community Park Splash Pad Replacement Project to Micon Construction, Inc. in the Amount of $689,280.00; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

ACTION: Director Johnson moved to Approve Authorizing 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 Twelve Percent (12%) of the Contract Award or $82,714.00, If and When the Need Arises for Extra Work or Modifications to the Project; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.
Minutes, Page 3, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, February 19, 2015

(C) Approval of Contract with SCI Consulting Group for Professional Consulting, Engineer of Record and Assessment Administration Services for the Rancho Simi Recreation and Park District Parks, Recreation and Open Space Maintenance and Improvement District 179-15-a

ACTION: Vice Chair Hostetler moved to Approve Contract with SCI Consulting Group for Professional Consulting, Engineer of Record and Assessment Administration Services for the Rancho Simi Recreation and Park District Parks, Recreation and Open Space Maintenance and Improvement District; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(D) Approval of Resolution Directing Preparation of the Engineer’s Report for the Continuation of the Parks, Recreation and Open Space Maintenance and Improvement District of the Rancho Simi Recreation and Park District 179-15-b

ACTION: Director Johnson moved to Approve Resolution No. 1900 Directing Preparation of the Engineer’s Report for the Continuation of the Parks, Recreation and Open Space Maintenance and Improvement District of the Rancho Simi Recreation and Park; Vice Chair Hostetler seconded the motion. Motion carried with the following roll-call vote:

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

IX. WRITTEN COMMUNICATIONS:

None.

X. REPORTS BY BOARD MEMBERS:

Director Cavanaugh did not have any committee meetings this period as she was out of town on vacation.

Director Johnson attended a Personnel Committee Meeting on February 6th, which included a tour of the Before and After School Clubs in Oak Park. He stated another Personnel Committee Meeting is scheduled for February 26th.

Director Johnson attended a Soccer Foundation Committee meeting and reported that they have some new Club teams from AYSO. They have received a request for lights at Rancho Simi Park and the members would like an estimate of the cost for the lights so they can begin raising funds to help offset the expense. He also said the Foundation has been working together to try to make the fields look nice. However, some fields, especially 4 and 5, seem to be in some disrepair. He feels that lack of rain and heavy usage of the fields may be contributing to the problem.

Director Johnson attended a Sycamore Drive Community Center Ad Hoc Committee meeting, which item will be discussed in the Closed Session.

Vice Chair Hostetler attended the Resource Efficiency Committee meeting with Director O’Brien, which Minutes were previously distributed to the Board. He stated that the replacement of bulbs with LED type bulbs at some of the parks and facilities seem to be reducing the electricity costs, and the District will be installing them at additional locations. They also reviewed the District’s work to cut back on its water usage.
Vice Chair Hostetler attended a Personnel Committee Meeting on February 6th, and will be attending the Personnel Committee meeting on February 26th.

Director O’Brien attended the Resource Efficiency Committee meeting.

Director O’Brien had a conference call with the Ventura County Special Districts Association’s Board. She stated that Chair Freeman, past-President, and Mike Paule, its new President, were also on the call.

Chair Freeman attended the Sycamore Drive Community Center Ad Hoc meeting.

Chair Freeman mentioned the Youth Summit at the Reagan Library will be on February 27th, and as she will be at a CSDA meeting in Paso Robles that day, she will not be able to attend.

Chair Freeman said she received an invitation to attend the Boys & Girls Club of Simi Valley’s awards luncheon, also occurring on February 27th, to accept an award. As she will be out of town at the CSDA meeting, Director Johnson will attend the awards luncheon in her place.

Chair Freeman stated that Supervisor Parks will be having an open space acquisition round table on April 4th from 2-4 p.m. in the Multi-purpose Room at the Government Center. It will be a gathering of invited representatives from agencies and organizations involved with the acquisition and/or stewardship of open space. Chair Freeman and Director O’Brien will attend.

XI. REPORT BY DISTRICT MANAGER:

The District Manager did not have any additional items to report.

Chair Freeman called a Closed Session at 7:16 p.m.

Chair Freeman reconvened the meeting at 8:10 p.m.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County at 4201 Guardian Street, Simi Valley, Ca

Assessor Parcel Number: 626-0-051-095

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

Report and Instructions to Staff Regarding Price and Terms of Payment
B) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Disposition: Property Located in Ventura County at 1692 Sycamore Drive, Simi Valley, Ca

Assessor Parcel Numbers: 642-0-231-285
642-0-231-295
642-0-280-075
642-0-280-085
642-0-280-095

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

Report and Instructions to Staff Regarding Price and Terms of Payment

Chair Freeman stated that there were no reportable actions on Closed Session Items XII. (A) and (B).

XIII. ADJOURNMENT: Vice Chair Hostetler moved to adjourn the meeting at 8:11 p.m.; Director Johnson seconded the motion. Motion carried with a unanimous vote.

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

Date: March 5, 2015

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for February, 2015 to Lee Martin

FULL-TIME EMPLOYEE OF THE MONTH FOR FEBRUARY, 2014
The District’s full-time employee of the month for February, 2015 is Lee Martin. Lee started working for the District in June, 2005. He works as a Computer Support Specialist. This is the fifth time Lee has won Employee of the Month. He was our employee of the month in January, 2006, August, 2009, March, 2011, and June, 2013.

NOMINATION NARRATION
The person who nominated Lee had this to say about him, “This individual has been working for RSRPD for almost 10 years and has done an outstanding job advancing technology throughout the District. He is involved with a wide variety of computer related projects including installation of static IPs at 27 District locations, assisting with the implementation of the electronic sign at Rancho Santa Susana Community Center and is currently working on a new e-mail program.

On a daily basis, he receives calls from staff and provides support with repairing computers, printers and fax machines, posts information on the District’s website and trouble shoots software matters. In addition, he supervises a part-time computer support staff member, upgrades computers, conducts backups, oversees over 90 District computers and servers, sets up computer equipment for meetings as well as many other tasks.

This person has a positive attitude, is pleasant to work with and is dedicated to his job and the District. He deserves to be recognized for his efforts with an employee of the month award.

BOARD ACTION
Lee Martin has been invited to attend the March 5, 2015, board meeting to receive a plaque from the board chair. He is also eligible for a day off with pay in the next 60 days.

Karen Garber
Director of Administration
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DATE: March 5, 2015

TO: District Manager

From: Director of Planning and Maintenance

Subject: Approval for the Purchase of Three (3) Ford Connect Transit Vans Through California Multiple Award Schedules (CMAS)

Background and Overview:

The Park District currently maintains sixty-three (63) vehicles (trucks, vans, SUV’s and sedans) which are stationed at ten (10) different locations throughout the District. The age of the vehicles ranges from an early model 1972 Ford F-500 utility truck to a late model 2011 Ford F-250 pick-up truck, which is assigned to the Utility Crew. Over half of the District’s vehicle inventory was purchased prior to 1997. In comparison to their age, the vast majority of these vehicles are in good condition.

As part of the District’s approved FY 2014-15 Annual Budget, $240,000.00 was earmarked for the purchase of new vehicles and capital equipment under the Simi Valley Assessment Fund (Fund 30). On August 7, 2014, the Board authorized staff to purchase a new Toro Groundsmaster 5900 riding mower in the amount of $87,310.03, leaving a balance of $152,689.97 for the purchase of new vehicles.

The Park District’s Senior Building Maintenance Supervisor and Chief Mechanic have analyzed and compiled the attached list of the top nine vehicles needing replacement. Topping the list are the District’s two custodial vans (Vehicles No. 83 and 86). Both of these vans were purchased as part of the District’s FY 2001-02 Budget and have odometer readings well over 200,000 miles. They are in continual use every day from 6:30 a.m. until 11:00 p.m. by the daytime and evening custodial crews.

As a replacement for these vans, staff is recommending the purchase of two (2) mid-size “Transit Connect Vans” by Ford. This is a four cylinder, front wheel drive van with an estimated in-city mileage of 22 miles per gallon. These vans are equipped with dual sliding side doors, which will provide easy access to cleaning equipment and supplies. Consumer Reports has rated this van as one of the best values for safety and reliability in a mid-size cargo van.

A third van will be purchased and issued to the Rancho Santa Susana Community Center (Recreation Dept.) to replace their small 2008 Chevrolet Colorado pick-up truck (Vehicle No. 101). This pick-up truck was reassigned to Oak Park to replace a vehicle that was deemed non-
repairable following an accident. The Community Center staff transports materials and supplies from the District’s main offices to various locations throughout the District. Loading, unloading, and transporting materials and supplies from a mid-sized van is much easier and safer than from the open bed of a small pick-up truck.

Staff has obtained a price quote from California Multiple Award Schedules (CMAS), an approved Public Agency Purchasing Cooperative, for the purchase of three (3) new Ford Transit Connect Vans. Under CMAS, the Transit Vans will be obtained through Downtown Ford Sales located in Sacramento, California through CMAS Contract No. 1-14-23-23A. The base Los Angeles purchase price of $20,246.00 includes delivery from Sacramento to a local Southern California Ford Dealership for pick-up by Park District staff. All three (3) Transit Vans will be equipped with the optional partition to separate the cab from the cargo bay for an additional $670.00. Therefore, the aggregate purchase price for all three vehicles, not including sales tax and DMV registration fees, totals $62,748.00.

**Fiscal Impact:**

The District’s *Fiscal Year 2014-15 Approved Budget* has an adequate balance of $152,689.97 earmarked for vehicle and capital equipment purchases in Fund 30, the Simi Valley Assessment Fund (original Budget Allocation of $240,000.00 less Toro Groundsmaster purchase of $87,310.03).

**Board Action Requested:**

That the Board approve and authorize staff to purchase three (3) new Ford Transit Connect Vans through California Multiple Award Schedules (CMAS) with the issuance of a purchase order.

Wayne Nakaoka  
Director of Planning and Maintenance
<table>
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<tr>
<th>VEH. #</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>LIC. #</th>
<th>ASSIGNED</th>
<th>MILEAGE</th>
<th>COMMENTS</th>
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<td>2001</td>
<td>Van</td>
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<td>221,261</td>
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<td>86</td>
<td>2002</td>
<td>Van</td>
<td>1127162</td>
<td>PMO</td>
<td>211,711</td>
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<td>78</td>
<td>1998</td>
<td>Sonoma</td>
<td>E999007</td>
<td>PMO OP</td>
<td>134,749</td>
<td>134,130</td>
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<tr>
<td>16</td>
<td>1991</td>
<td>Taurus</td>
<td>S/W Ford</td>
<td>E347940</td>
<td>Rec</td>
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<td>18</td>
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<td>19</td>
<td>1994</td>
<td>S-10</td>
<td>Blazer</td>
<td>E007575</td>
<td>Rangers</td>
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<td>68</td>
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<td>142,727</td>
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</table>

District Manager authorized disposal of vehicle on 9/9/14 after non-repairable accident. Vehicle no. 101 assigned to Oak Park from RSSCC.
NEW FORD TRANSIT CONNECT VAN
PRICING BASED UPON COST +/- 10% FOR OPTIONS/CHANGES
STATE OF CALIFORNIA CONTRACT #1-14-23-23A

<table>
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<td>SACRAMENTO</td>
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<td>LOS ANGELES</td>
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MAJOR STANDARD EQUIPMENT
2.5L I4 GAS ENGINE, 6-SPEED AUTOMATIC TRANSMISSION, LONG WHEELBASE, FRONT WHEEL DRIVE, AIR CONDITIONING, AM/FM RADIO, DUAL SLIDING SIDE DOORS

<table>
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<th>AVAILABLE OPTIONS</th>
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<tr>
<td>1.6L ECOBOOST ENGINE</td>
<td>746.00</td>
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<tr>
<td>2ND ROW GLASS ON BOTH SIDES (REQUIRES REAR DOOR GLASS)</td>
<td>66.00</td>
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<tr>
<td>4-WAY MANUAL DRIVERS SEAT &amp; 2WAY MANUAL FOLDING PASSENGER SEAT</td>
<td>131.00</td>
</tr>
<tr>
<td>7-PASSENGER SEATING – WAGON – INCLUDES GLASS ALL AROUND</td>
<td>2160.00</td>
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<tr>
<td>BLUETOOTH</td>
<td>495.00</td>
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<tr>
<td>CLOTH SEAT</td>
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<td>CRUISE CONTROL</td>
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<td>DAYTIME RUNNING LIGHTS</td>
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<td>PARTITION</td>
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<td>PERIMETER ANTI-THEFT</td>
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<td>POWER HEATED MIRRORS</td>
<td>171.00</td>
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<td>REAR DOOR GLASS</td>
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<td>REVERSE SENSING SYSTEM</td>
<td>277.00</td>
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<td>TRAILER TOW PACKAGE</td>
<td>371.00</td>
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<tr>
<td>WARRANTY EXTRA CARE, 5YR/100,000 MILE/$0 DEDUCTIBLE (FORD ESP)</td>
<td>1632.00</td>
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<td>RACKS AND BINS</td>
<td>1495.00</td>
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</table>

DOWNTOWN FORD SALES
525 N. 16TH STREET, SACRAMENTO, CA 95811
PH: (916) 442-6931, FAX: (916) 491-3138
daveforbess@downtownfordsales.com
sandrascott@downtownfordsales.com
### STANDARD FEATURES

- **Van (Short Wheelbase)**
- **Van (Long Wheelbase)**
- **Wagon (Short Wheelbase)**
- **Wagon (Long Wheelbase)**

#### Mechanical
- 2.5L DOHC I-4 engine
- 6-speed SelectShift automatic transmission
- Alternator — 350-amp
- Battery — 90D Cold Cranking Amps, 60-amp-hr
- Battery saver
- Electric power-assisted steering
- Front-wheel drive (FWD)
- Fuel tank — 15.8-gallon
- Full-size spare tire
- Hill start assist
- Suspension — Front: independent MacPherson strut; rear: twist-beam
- Torque Vectoring Control

#### Seating
- 7-passenger seating (Van)
- 5-passenger seating (SWB Wagon)
- 7-passenger seating (LWB Wagon)
- Front bucket seats
- 2nd-row 3-passenger 60/40 split folding seat (Wagon)
- 3rd-row 2-passenger fold-flat seats (LWB Wagon only)

#### Interior
- 12-volt powerpoint in center console (Van)
- 12-volt powerpoints — 2 in center console (front and rear) and 1 in rear cargo area (Wagon)
- Auxiliary audio input jack
- Cargo area tie-down hooks (floor-mounted)
- Driver's seat back map pocket (Wagon)
- Dual front map lights and rear overhead courtesy light (Wagon)
- Front doors — Inner door bins with bottle recesses and illuminated window switches
- Instrumentation — Speedometer (mph/kph) with tachometer and trip computer
- Overhead storage shelf with grab handles (Van)

#### Power door locks with central locking
- Premium front center closing console with 2 cupholders (Wagon)
- Power door locks with central locking
- Rear cargo area light (Van)
- Rear cupholders — 2 for 2nd row and 2 for 3rd row (Wagon; 2nd row LWB only)
- Remote Keyless Entry System with 2 key fobs
- Tilt/telescoping steering column
- Windows — Power front with one-touch-down on driver's side (Van)

#### Exterior
- Body sides moldings — Gray (Van)
- Cargo doors — Rear, 90° swing-out (Van; no 2nd-row glass at rear glass)
- Door handles — Black (Van)
- Dual sliding side doors (no glass on Van)
- Easy Fuel® capless fuel filler
- Grille and upper grille bar — Gray (Van)
- Halogen headlamps
- Headlamp bezels — Black (Van)
- Rear liftgate with fixed glass (Wagon)
- Wipers — Variable-interruption front (Van and Wagon) and rear with wash feature (Wagon)

#### Safety & Security
- AdvanceTrac® with RSC® (Roll Stability Control™) and Curve Control
- Airbags — Driver and front passenger front
- Airbags — Front-side seat
- Airbags — Side-curtain for 1st row (Van)
- Airbags — Side-curtain for all rows (Wagon; SWB Wagon has 1st/2nd/3rd rows, LWB Wagon has 1st/2nd/3rd rows)
- Brakes — Power 4-wheel disc with Anti-Lock Brake System (ABS)
- SecuriLock® Passive Anti-Theft System

#### DIMENSIONS

<table>
<thead>
<tr>
<th>Exterior</th>
<th>Van SWB 2-seater</th>
<th>Van LWB 2-seater</th>
<th>Wagon SWB 5-seater</th>
<th>Wagon LWB 7-seater</th>
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<tbody>
<tr>
<td>Wheelbase</td>
<td>104.9&quot;</td>
<td>120.6&quot;</td>
<td>104.9&quot;</td>
<td>120.6&quot;</td>
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<td>193.7&quot;</td>
<td>171.9&quot;</td>
<td>193.7&quot;</td>
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<td>72.5&quot;</td>
<td>72.6&quot;</td>
<td>72.6&quot;</td>
<td>72.0&quot;</td>
</tr>
<tr>
<td>Width — Including mirrors</td>
<td>84.4&quot;</td>
<td>84.1&quot;</td>
<td>84.1&quot;</td>
<td>84.1&quot;</td>
</tr>
<tr>
<td>Width — Mirrors folded</td>
<td>74.6&quot;</td>
<td>74.4&quot;</td>
<td>74.4&quot;</td>
<td>74.4&quot;</td>
</tr>
<tr>
<td>Track — Front</td>
<td>61.4&quot;</td>
<td>61.4&quot;</td>
<td>61.4&quot;</td>
<td>61.4&quot;</td>
</tr>
<tr>
<td>Track — Rear</td>
<td>61.7&quot;</td>
<td>61.7&quot;</td>
<td>61.7&quot;</td>
<td>61.7&quot;</td>
</tr>
<tr>
<td>Overhang — Front</td>
<td>34.6&quot;</td>
<td>34.6&quot;</td>
<td>34.6&quot;</td>
<td>34.6&quot;</td>
</tr>
<tr>
<td>Overhang — Rear</td>
<td>34.6&quot;</td>
<td>34.6&quot;</td>
<td>34.6&quot;</td>
<td>34.6&quot;</td>
</tr>
</tbody>
</table>

#### Interior (1st/2nd/3rd row)
- Headroom | 46.9" | 46.9" | 46.9" | 46.9" |
- Shoulder room | 57.7" | 57.7" | 57.7" | 57.7" |
- Hip room | 45.4" | 45.2" | 45.2" | 45.2" |

<table>
<thead>
<tr>
<th>Cargo Area</th>
<th>Van SWB</th>
<th>Van LWB</th>
<th>Wagon SWB</th>
<th>Wagon LWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length — Front at floor</td>
<td>71.5&quot;</td>
<td>73.7&quot;</td>
<td>61.3&quot;</td>
<td>76.7&quot;</td>
</tr>
<tr>
<td>Length — Front at seat</td>
<td>69.0&quot;</td>
<td>70.8&quot;</td>
<td>60.9&quot;</td>
<td>76.7&quot;</td>
</tr>
<tr>
<td>Length with front-passenger seat folded (Van only)</td>
<td>101.1&quot;</td>
<td>101.1&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Load height (curb)</td>
<td>23.4&quot;</td>
<td>23.4&quot;</td>
<td>23.5&quot;</td>
<td>22.7&quot;</td>
</tr>
<tr>
<td>Side cargo door opening height</td>
<td>48.3&quot;</td>
<td>48.3&quot;</td>
<td>44.9&quot;</td>
<td>44.9&quot;</td>
</tr>
<tr>
<td>Side cargo door opening width</td>
<td>24.1&quot;</td>
<td>24.1&quot;</td>
<td>24.1&quot;</td>
<td>24.1&quot;</td>
</tr>
<tr>
<td>Rear cargo door opening height</td>
<td>44.0&quot;</td>
<td>44.0&quot;</td>
<td>45.1&quot;</td>
<td>45.1&quot;</td>
</tr>
<tr>
<td>Rear cargo door opening width</td>
<td>40.3&quot;</td>
<td>40.3&quot;</td>
<td>47.0&quot;</td>
<td>47.0&quot;</td>
</tr>
<tr>
<td>Height max.</td>
<td>49.7&quot;</td>
<td>49.7&quot;</td>
<td>49.7&quot;</td>
<td>49.7&quot;</td>
</tr>
</tbody>
</table>

#### Capacities
- Passenger volume (cu. ft.) | 63.2 | 63.2 | 120.7 | 166.0 |
- Max. towing (lbs.) | 2,000 | 2,000 | 2,000 | 2,000 |
- Max. GVWR (lbs.) | 5,000 | 5,270 | 4,820 | 5,280 |
- Max. payload (lbs.) | 1,470 | 1,470 | 1,360 | 1,360 |

#### ENGINES/ EPA-ESTIMATED RATINGS

- **2.5L DOHC I-4**
  - 199 hp @ 6,000 rpm
  - 171 lb-ft of torque @ 4,500 rpm
- 6-speed SelectShift automatic transmission
  - 20 city/28 highway/23 combined mpg (Wagon)
  - 21 city/29 highway/24 combined mpg (Van)

- **1.6L EcoBoost® I-4**
  - 177 hp @ 5,700 rpm
  - 184 lb-ft of torque @ 2,500 rpm
- 6-speed SelectShift automatic transmission
  - 22 city/30 highway/25 combined mpg (SWB Wagon)
  - 22 city/30 highway/25 combined mpg (Van)

**2015 TRANSIT CONNECT**

*ford.com*
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: March 5, 2015
TO: District Manager
FROM: Golf Course Manager
SUBJECT: Approval of Award of Contract with StayPrime North America Inc. for a Golf Cart GPS System for Simi Hills Golf Course

BACKGROUND

On November 6th, 2014, the Board of Directors authorized Staff to solicit bids for a Cart Mounted GPS System for Simi Hills Golf Course. The RFP was advertised on December 7th, and bids were due on December 26th. Three proposals were received by the deadline.

Staff carefully compared and evaluated the bids and found that all three systems met the minimum performance expectations in the RFP. Specifications varied slightly between the systems; as did pricing, contract structure and performance.

The three proposals, with buy-out costs and on-going operational costs, are as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Proposed Contract</th>
<th>System buy-out</th>
<th>Total Cost</th>
<th>Ongoing Annual System Access Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cart Trac LLC</td>
<td>$153,122</td>
<td>$17,000</td>
<td>$170,122</td>
<td>$10,200</td>
</tr>
<tr>
<td>Stay Prime NA Inc.</td>
<td>$167,311</td>
<td>$1</td>
<td>$167,312</td>
<td>$5,100</td>
</tr>
<tr>
<td>GPS Industries LLC</td>
<td>$214,118</td>
<td>N/A</td>
<td>$214,118</td>
<td>$53,530</td>
</tr>
</tbody>
</table>

Both Cart Trac and Stay Prime offered a lease with a residual buy-out. GPS Industries offered just a lease. All three proposals include system access costs and installation in their proposed contracts. The lower residual (buy-out) cost and lower on-going system access costs offered by Stay Prime make them the lowest bidder.

CURRENT FINDINGS

During the course of negotiating the agreement with Stay Prime (see attached proposed contract), Staff determined it was in the Districts best interests to purchase the system outright, rather than leasing, to save the financing costs. This is broken down as follows:

| Equipment Cost:        | $124,727          | (85 units at $1,365 per unit plus 7.5% tax) |
| System Access:         | $20,400           | ($5 per unit per month for 48 months)       |
| Total Cost:            | $145,127          |                                            |
Also during those negotiations, Stay Prime offered to designate Simi Hills as an Ambassador course, which assigns advertising sales responsibilities to them and guarantees the District $60,000 in advertising revenue over a five year period. Staff estimated that they could potentially sell $12,000 per year in advertising, but this would require substantial effort and the results would not be guaranteed. StayPrime taking this responsibility and guaranteeing results provides a substantial benefit to the District.

**FISCAL IMPACT**

The purchase price for the Cart Mounted GPS System (including equipment, service and installation) is $124,727. System access costs will be $5,100 per year for a total of $20,400 for the four year agreement and will be invoiced separately on an annual basis. The $60,000 in guaranteed advertising revenue will be received separately. The purchase of this equipment will eliminate financing costs. Field Marshall labor will also be substantially reduced after the installation of this equipment, and cart rental fees will be increased to compensate for the equipment purchase and operating costs. If approved, the District will own the GPS units and have the option to continue to operate the units on StayPrime’s network after the 4 year contract for as long as desired. The cost for that is $5 per cart per month ($5,100 annually).

**RECOMMENDATION**

Staff recommends the Board award contract for the purchase and installation of GPS units on the golf carts located at Simi Hills Golf Course to Stay Prime North America Inc., in the amount of $124,727, plus an annual system access fee of $5,100, and that the Board authorize the District Manager to execute the attached Sales and Advertising Agreement.

Brian Reed, Golf Course Manager
SALES AND ADVERTISING AGREEMENT

This Agreement is dated for reference the 10th day of February, 2015.

BETWEEN:

STAYPRIME NORTH AMERICA INC.
2093 Cornerstone Drive
West Kelowna, B.C. V4T 2Y3

(the “Seller”)

AND:

RANCHO SIMI RECREATION & PARK DISTRICT (hereafter “Buyer”)
5031 Alamo Street
Simi Valley, California 93063

(the “Buyer”)

And each a “Party” and jointly the “Parties”.

RECITALS

A. Pursuant to an agreement between the Seller and StayPrime International Limited, the Seller is the authorized and exclusive distributor in North America for StayPrime Cart GPS Systems, including the specific product being contracted for herein being the Stay Prime Elite Pro+2;

B. The Product is comprised of a combination of global positioning hardware equipment and software which facilitate various golf cart user and golf course management features and the ability to display advertising;

C. The Product will be utilized by the Buyer at the Simi Hills Golf Course (hereafter “Course”). The Product shall provide the Course with the following features:

a. Accurately measure yardages throughout the Course;

b. Provide communications between golf carts located anywhere on the course and the golf shop and grill;

c. Provide the ability for end users/golfers to place orders for food and beverages from an expanded menu included in the system;

d. Provide an on-screen, interactive scorecard;
c. Provide geo-fencing to prevent carts from entering restricted areas in/around the course;
f. Provide handicap golfer and marshal settings; and
g. Provide cart-tracking history to enable the Buyer and Seller to see a history of where the cart fleet operates around the course,

D. The Buyer wishes to purchase the Product for installation on golf carts located at the Course") which Course shall be designated by Seller as an Ambassador Course with respect to the Seller’s Product;

E. Subject to the terms of this Agreement, the Seller is to maintain control over the process of acquiring and administering advertising to be displayed on the Product at the Course on the terms here;

F. All dollar figures referred to herein shall be in United States Dollars unless otherwise specifically noted herein; and

G. The Parties wish to enter into this Agreement for the purpose of setting out their respective rights and obligations with respect to their relationship (the “Agreement”).

IN CONSIDERATION of the mutual covenants and promises set out herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties agree that the foregoing Recitals are true and correct and said Recitals are hereby incorporated by reference and the Parties further agree as follows:

1. SALE OF THE PRODUCT

a) The Buyer agrees to purchase and the Seller agrees to sell 85 units of the Product (the “Units”) and the additional components and services specifically noted herein (collectively referred to as the “Purchased Product”) on the terms and conditions set out in this Agreement.

b) The Purchase Price for the Purchased Product shall be $116,025 (calculated as $1,365.00 per Unit plus applicable sales taxes) plus applicable sales tax (the “Purchase Price”) and shall include the following:

(i) the hardware components set out in Schedule A;

(ii) installation of the Units on golf carts operated by the Buyer at the Course and Seller agrees to re-install the product, at no cost to Buyer, on newly acquired golf carts for the Course which are expected to be acquired by Buyer in 2016

(iii) one (1) base station to be located at the Course;

(iv) two (2) spare hardware Units;
(v) licensed use of the software necessary to operate the Units (the “Software”); and

(vi) training for the Buyer’s employees as noted in Schedule A (collectively, referred to herein as the “Purchased Product”).

c) From time to time, the Seller may provide any updates or revisions to the software stipulated by the manufacturer or the Seller at no additional cost to the Buyer for as long as the Purchased Product is installed and operational on the Buyer’s golf carts at the Course under this Agreement and the Buyer hereby agrees to provide reasonable accommodation as requested by the Seller to the Purchased Product and other items purchased hereunder in order to provide such updates and revisions.

d) The Seller hereby agrees to accommodate any future changes to the design and layout of Course’s golf course configuration for the purposes of GPS data and digital hole fly-over presentation on each Unit at no additional cost to the Buyer provided that the Buyer gives the Seller a minimum of 60 days’ advance notice of such changes and provides all required information within 10 days of such notice.

2. PURCHASE PRICE AND ADDITIONAL FEES

a) The terms of payment of the Purchase Price shall be as follows:

   (i) A deposit of $58,012.50 plus applicable sales tax is due upon the execution of this Agreement by both parties and immediately upon receipt of an invoice from the Seller to the Buyer; and

   (ii) The remaining balance, $58,012.50 plus applicable sales taxes, is due after installation, and immediately upon receipt of an invoice from the Seller to the Buyer.

b) The full amount of the Purchase Price will be due in accordance with paragraph a) above.

c) In addition to the Purchase Price, the Buyer shall pay a system access fee equal to $5.00 per month/per Unit plus applicable sales tax (the “System Access Fee”) which fees shall be payable quarterly, as follows:

   (i) January 1 through March 31;

   (ii) April 1 through June 30;

   (iii) July 1 through September 30; and

   (iv) October 1 through December 31.
The Seller will provide the Buyer with an invoice for each quarterly period which shall be due upon receipt with the initial quarterly invoice being pro-rated based on the date of the completed installation of the Purchased Product.

d) All payments shall be made by way of bank wire transfer or such other manner as mutually agreed by the Seller and the Buyer.

e) The System Access Fee shall be suspended during any renovations of the Course by the Buyer when the golf carts are not in use at the Course. Buyer shall provide notice to Seller in advance of any proposed renovations of the Course.

3. DELIVERY AND INSTALLATION

a) The Seller undertakes at its sole expense to use commercially reasonable efforts to have the Purchased Product delivered to the Course no later than April 20, 2015 and installed and fully functioning in the Buyer’s golf carts no later than May 1, 2015 (the “Anticipated Installation Date”).

b) In the event that delivery and installation of the Purchased Product is delayed beyond the Anticipated Installation Date for reasons beyond the Seller’s control, the Seller shall be permitted to extend the delivery date by an additional thirty (30) days in its sole discretion by providing written notice to the Buyer.

c) Subject to paragraph 3(b), any extension of the Anticipated Installation Date shall be consented to in writing by the Buyer.

d) In the event that the delivery of the Purchased Product is delayed by more than thirty (30) days from the Anticipated Installation Date, the Buyer shall be entitled to terminate this Agreement and refunded any amounts paid (without interest) hereunder.

e) The Seller will install a separate wireless network utilizing the Buyer’s existing internet connection dedicated to the use of the Purchased Product system. The Seller shall be responsible for maintaining the base station and any router associated with the wireless network and will co-ordinate with the service provider for any repair work needed with respect to the separate wireless network.

4. USE OF SOFTWARE

a) The Seller hereby sublicenses to the Buyer the right to use the Software for so long as the Buyer is operating the Product in accordance with this agreement with such sublicense being on the terms set out herein.

b) The Software, the use of which comprises part of the Purchased Product, shall remain the property of the Seller (and StayPrime Global from whom the Seller has licensed use of the Software) and shall only be sublicensed for use by the Buyer expressly for its business purposes and installed only on the Purchased Product located on the Buyer’s golf carts.
c) The Buyer expressly agrees that the Buyer will not permit any affiliated entities or third parties to use the Software without the prior written consent of the Seller; modify or interfere with the operation of the Software as installed; process or permit to be processed the data of any third party within the Software; or permit the use of the Software for any purpose not consistent with the terms of this Agreement.

d) Under no circumstances shall the Buyer, in any manner, in whole or in part, transfer, copy or duplicate, except for the purpose of making a single backed up copy of the Software, the Software or any part or copy thereof, without the Seller’s prior written consent.

e) The Buyer shall not sell, publish, disclose, display, sublicense or otherwise make available the Software, or any part thereof, or copies thereof to others.

f) The Buyer agrees to secure and protect the Software in a manner consistent with the maintenance of the Seller’s rights herein and to take appropriate action by instruction or agreement to its employees, agents or consultants who are permitted access to the Software to satisfy Buyer’s obligations hereunder.

g) The Seller shall provide any updates for the Software that may come available to the Seller for distribution from time to time provided that the Buyer is in compliance with the terms of this Agreement.

5. MAINTENANCE, WARRANTY AND INDEMNIFICATION

a) Except as expressly set out in paragraph 5(d) herein or as prohibited by law, the Seller does not make and shall not be deemed to have made any representation or warranty whatsoever with respect to the Purchased Product to the Buyer, its agents, employees, directors or officers, any end user of the Purchased Product authorized by the Buyer to use the Purchased Product, or to any other person.

b) Except as expressly set out in paragraph 5(d) herein or as prohibited by law, the Buyer, on behalf of itself, its agents, employees, directors or officers, and any end user authorized by the Buyer to use the Purchased Product, expressly disclaims, waives, releases and renounces all other expressed or implied representations, warranties and conditions, including any warranty or condition of merchantability or fitness for a particular purpose, of the Purchased Product.

c) No representation or other affirmation of fact, including, but not limited to, statements regarding capacity or suitability for use, that is not contained in this Agreement, shall be deemed to be a warranty or condition by the Seller, and the Parties agree that this Agreement, along with the Certificate of Warranty (true copy attached hereto as Exhibit “A” and hereby incorporated by reference) to be provided to the Buyer by the Seller, is an entire agreement with respect thereto.

d) In lieu of any and all other warranties and conditions, express, implied or statutory, which are expressly renounced by the Buyer in paragraphs 5(a), (b) and
(c) above, and provided that the Buyer is otherwise in compliance with the terms and conditions of this Agreement, the Seller hereby agrees:

(i) to represent and warrant that the Purchased Product provided hereunder will be suitable for the purposes for which the Purchased Product is to be used pursuant to the terms of this Agreement including, but not limited to, those purposes described in the Recitals of this Agreement; and

(ii) to provide a limited warranty (the "Warranty") on the following terms: the Purchased Product shall be covered by a four (4) year warranty from the date of actual delivery of the Purchased Product to the Buyer, (the "Warranty Period") against any manufacturing defects of the Purchased Product. The Warranty is provided at no additional cost to the Buyer. The Buyer shall be provided with a copy of the Certificate of Warranty at the time of installation of the Purchased Product and the Warranty shall be governed by both these terms and the express terms set out therein.

e) Unless the Seller fails to comply with the terms of the Warranty, the Buyer’s exclusive remedy and the entire liability of the Seller under this limited Warranty is, at the Seller’s sole option:

(i) to have the defective Purchased Product repaired or replaced where such item as a result of manufacturing defects during the Warranty Period; or

(ii) to provide the Buyer with a credit in the amount of the purchase price paid for the defective Unit which can be applied to the purchase of any additional products or services offered by the Seller.

f) In the event any component of the Purchased Product is defective, the defective component will be shipped by the Buyer to the Seller at the Seller’s expense and the repaired or replaced component, and any replacement component provided by the Seller pursuant to the Warranty, will be shipped to the Buyer at the Seller’s expense, and the repaired or replaced component will be warranted under the terms of the Warranty for the remainder of the Warranty Period applicable to the repaired or replaced component.

g) In the event of any discrepancy between the Warranty and this Agreement, the terms of the Warranty shall prevail except that in order for the Buyer to have rights under the Warranty, the Buyer must be in compliance with all obligations of the Buyer hereunder.

h) The Warranty shall apply only if the Purchased Product have been utilized for the purpose for which they are intended, and shall not cover any ordinary wear and tear or damage, defects or vandalism caused by the Buyer or its agents, employees, end users (authorized or otherwise) or other parties, whether a result of improper installation, improper use, power surge, unauthorized attachments, alterations, modifications, foreign objects, improper maintenance, abuse, misuse, mishandling, programs, viruses, unauthorized opening of the Purchased Product
or otherwise, except where such damage occurs as the result of actions taken by
the Buyer or its agents, employees and users (authorized or otherwise) or other
parties, at the specific request of the Seller.

i) The Buyer shall be responsible, at its sole expense, for repairing and replacing the
Purchased Product or any other components, if such repair or replacement is
needed as a result of any damage, defects or vandalism caused by the Buyer or its
agents, employees, end users (authorized or otherwise) or other parties, as
described in paragraph 5(h) above.

j) THE BUYER ACKNOWLEDGES AND AGREES THAT UNDER NO
CIRCUMSTANCES WILL THE SELLER OR ITS OFFICERS, DIRECTORS,
EMPLOYEES, AFFILIATES, SUBCONTRACTORS OR SUPPLIERS BE
LIABLE TO THE BUYER, AN END USER OF THE PRODUCT OR
SOFTWARE, OR ANY OTHER PERSON, FOR ANY SPECIAL,
INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES
OF ANY KIND OR FOR LOSS OF PROFITS, BUSINESS INTERRUPTION,
LOSS OF REVENUE OR DATA HOWEVER ARISING, INCLUDING AN
ACTION ARISING IN CONTRACT, TORT, (INCLUDING WITHOUT
LIMITATION NEGLIGENCE, GROSS NEGLIGENCE OR STRICT
LIABILITY), STATUTE OR OTHERWISE, NOTWITHSTANDING THAT
THE SELLER MAY HAVE BEEN ADVISED OF THE LIKELIHOOD OF
SUCH DAMAGES.

k) From the time of installation of the Purchased Product, the Buyer shall indemnify,
defend and hold the Seller, its officers, directors shareholders, affiliates,
employees, agents, subcontractors, successors and assigns harmless from and
against any and all claims, demands, causes of action, fines, liabilities, judgments,
damages, awards, costs and/or expenses (including without limitation lawyer’s
fees and costs) arising out of: i) the negligent acts or omissions of the Buyer or its
officers, directors, shareholders, affiliates, employees, agents, subcontractors,
successors and assigns, clients, guests or other end users of the Products or
Software; and/or ii) any act associated with the purchase, transportation, sale, or
use of the Purchased Product or the Software.

6. PRODUCT PERFORMANCE

a) Upon completion of the installation of the Purchased Product in the Buyer’s golf
carts at the Course, the Seller, at its sole expense, shall be responsible for ensuring
the proper functioning of the Purchased Product while they are in operation by the
Buyer at the Course for the duration of the Warranty and the Buyer shall promptly
notify the Seller with respect to any issues with respect to the functionality of the
Purchased Product.

b) The Buyer agrees to provide the Seller and/or its agents or employees, reasonable
access to the Purchased Product once installed in order to permit the Seller and/or
its agents to provide any maintenance or upgrades to the Purchased Product.
c) In the event that ten percent (10%) or more of the Purchased Product are not operating in a fully functional manner at any time (defined herein as “Critical-System-Failure”), the Seller shall use its best efforts to address the Critical-System-Failure and associated problems via telephone support and internet intervention within 48 hours of receiving notice of such from the Buyer unless prevented from doing so for reasons outside of the Seller’s control.

d) In the event that a Critical-System Failure cannot be corrected through remote access, the Seller will send a technician to the Course to address the Critical-System Failure within 4 calendar days of receiving notice of such from the Buyer unless prevented from doing so for reasons outside of the Seller’s control.

e) If less than 10% of the carts are not operating in a fully functional manner, then Seller shall use its best efforts to address the system failure and associated problems via telephone support and internet intervention within 4 calendar days of receiving notice of such from the Buyer unless prevented from doing so for reasons outside of the Seller’s control. In the event that a system failure cannot be corrected through remote access, the Seller will send a technician to the Course to address the failure within 7 calendar days of receiving notice of such from the Buyer unless prevented from doing so for reasons outside of the Seller’s control.

7. PROMOTION, ADVERTISING SALES RIGHTS AND REVENUE SHARING

a) The Buyer hereby agrees to allow the Seller, at no cost to the Seller, to use the Course’s name, logo and likeness in its sales and marketing materials and as a reference for prospective buyers of the Product for as long as the Course continues to be operating the Purchased Product under this Agreement.

b) The Buyer agrees to provide the Seller and/or its agents or employees, unlimited remote digital access to the Purchased Product once installed in order to permit the Seller and/or its agents to program and display advertising on the Purchased Product. The Buyer understands that the Seller’s remote digital access may interrupt use of the Purchased Product from time to time. Although the Seller will make reasonable efforts to avoid interrupting such use during times when the Purchased Product will be in use by the Buyer’s authorized users, the Buyer agrees that the Seller shall not be responsible for any interruptions. Where reasonably possible, the Seller shall provide the Buyer with 72 hours’ notice of any proposed interruptions.

c) For so long as the Buyer continues to use the Product sold hereunder, the Seller reserves the exclusive right, whether directly or through an authorized agent or contractor, to solicit and sell digital third party advertising to be displayed on the Purchased Product with such advertising to be provided by and contracted by advertisers or advertising networks (the “Digital Advertising”).

d) During the 60 month period commencing on June 1, 2015 and continuing until May 31, 2020, the Buyer shall be entitled to receive twenty per cent (20%) of the
gross revenues received by the Seller from Digital Advertising sales during each Fiscal Operating Period, as defined below (the “Digital Advertising Fees”). The Seller will pay the Digital Advertising Fees in full to the Buyer by cheque within 30 days of the end of the Fiscal Operating Period and will provide quarterly sales reports on the request of the Buyer and will provide such additional information and records as may reasonably be required by the Buyer to confirm the accuracy of the Seller’s records. For the purposes of this Agreement, the Buyer’s fiscal operating period shall be defined as January 1 through December 31 of each calendar year (the “Fiscal Operating Period”).

e) The Parties agree that the Buyer shall be entitled to receive Digital Advertising Fees calculated under paragraph 7(d) in the minimum amount of $60,000 during the 60 month period commencing on June 1, 2015 and terminating on May 31, 2020. In the event that the revenue generated from Digital Advertising by the Seller is not sufficient to pay the total Minimum Digital Advertising Fees Entitlement of the Buyer, the Seller agrees to provide the Buyer with one of the following, at the Buyer’s option:

(i) Monitory compensation equal to the amount calculated by deducting from $60,000 the total amount of Digital Advertising Fees received by the Buyer pursuant to this paragraph 7; or

(ii) A credit for the Buyer towards the purchase of any additional products then offered by the Seller with such credit being equal to the amount calculated by deducting from $60,000 the total amount of the Digital Advertising Fees received by the Buyer pursuant to this paragraph 7.

The Buyer shall elect whether to provide compensation in the form set out in paragraph 7(e)(i) or 7(e)(ii) within 30 days of May 31, 2020 and notify the Seller in writing with respect to their election.

f) The Buyer will have the right to reject or remove any Digital Advertising that may reasonably be considered to be promoting products or services that are in direct competition with the products and services offered by the Seller or such other advertising that the Buyer reasonably finds offensive or objectionable.

g) The Seller agrees that the Buyer shall have the right to have the following advertisements displayed on the system free of charge:

(i) Five full page advertisements;

(ii) Five banner advertisements; and

(iii) Five panel advertisements, all of which shall be provided by the Buyer to the Seller in a format compatible with the system.
8. USE OF INFORMATION

The Buyer and Seller agree that the Purchased Product will gather information with respect to the users of the Buyer’s Course. Such information, to the extent permitted by law, will remain the property of the Buyer. Notwithstanding the foregoing, the Buyer agrees to permit the Seller to use such information upon the reasonable request of the Seller.

9. GOVERNING LAW AND VENUE

This Agreement shall be made and construed in accordance with the laws of the State of California, United States of America and in the event of a dispute with respect to the terms hereof, the parties agree to the jurisdiction of the Ventura County Superior Court in the State of California, United States of America.

10. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement and of each and every part hereof.

11. NOTICE

Any notices, consents, approvals, statements, authorizations, documents, or other communications (collectively “notices”) required or permitted to be given hereunder shall be in writing, and shall be delivered personally or mailed by registered mail, postage prepaid, to the Parties at their respective addresses set forth above or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the second business day (except Saturdays and Sundays) following such mailing, or, if delivered personally, shall be deemed to have been given on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered.

12. NON-WAIVER

No waiver by any Party of any breach by any other Party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

13. NUMBER AND GENDER

All terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter as the context or sense of this agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.
14. **SEVERABILITY**

It is agreed that should any clause, condition or term, or any part thereof, contained in this agreement be unenforceable or prohibited by law or by any present or future provincial or federal legislation, then such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance with the said legislation or law but, if such clause, condition or term, or part thereof cannot be amended so as to be in compliance with any such legislation or law then such clause, condition, term or part thereof is severable from this agreement, and all the rest of the clauses, terms and conditions or parts thereof contained in this agreement shall remain unimpaired.

15. **NO PARTNERSHIP CREATED**

Nothing in this agreement shall be deemed in any way or for any purpose to constitute the Parties hereto partners in the conduct of any business or otherwise.

16. **ENUREMENT**

This agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective executors, administrators, successors and assigns.

17. **COUNTERPARTS/ELECTRONIC**

This Agreement and any certificate or other writing delivered in connection with this agreement may be executed in any number of counterparts and any Party to this agreement may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this agreement or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this agreement or any other writing by any Party will not become effective until all counterparts, as the case may be, have been executed by all the Parties to this agreement. A copy of this agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a Party to this agreement shall for all purposes be treated and accepted as an original copy thereof.

18. **INDEPENDENT LEGAL ADVICE**

The Buyer acknowledges that it was advised to seek independent legal advice and confirms that it has obtained or waived independent legal advice.
Signed by the Parties as of the date first noted above.

Dated this ____ day of February, 2015

STAYPRIME NORTH AMERICA INC. by its authorized signatory:

Per: __________________________
    Dennis Huntley, CEO

Dated this ____ day of February, 2015

RANCHO SIMI RECREATION & PARK DISTRICT

By __________________________
    Larry Peterson, District Manager
SCHEDULE A
DETAILS OF PURCHASED PRODUCT

1. 85 — 9.7” touch screen StayPrime Elite Pro+2 GPS Cart Units and necessary wiring assembly.
2. 85 roof mounting brackets
3. 1- 20” touch screen Linux-based PC
4. 1 — GPRS enable printer for food and beverage orders
5. 2 — functional spare GPS Units
6. Wi-Fi network
7. 18 hole overviews and fly-bys
8. Monthly Service and Support
9. Annual subscription to Impact Scoring Software while the units are operating at the Course
10. Training for the Buyer’s employees and agents with respect to the hardware and software provided by the Seller hereunder. Such training shall be at no additional cost to the Buyer and shall be governed by the following terms:

a) The Seller will train, at the Buyer’s location, designated staff members (up to 4) for up to 4 hours per staff member who will be responsible for training other staff that will operate the base station software or will interact with players on the course that may need help using the Product;

b) Base station training will include the use of the cart status, pace of play, drawing tool, food and beverage and pin location modules. Explanations will be given for the operation of the cart path only, weather alert, cart tracking and cart messaging features;

c) Training will also include the use of all features available on the cart mounted GPS unit. These include flyovers, protips, request Ranger/emergency alert, food and beverage and the integrated score card; and

d) If requested, additional online training will be provided each time the Software is upgraded and/or additional features added. Each online session will be scheduled for 1 hour.
STAYPRIME NORTH AMERICA INC WARRANTY

CERTIFICATE OF GENERAL PRODUCT WARRANTY

Products Warranted

This Warranty applies to new product, new attachments and service parts which are marketed by StayPrime North America Inc. (herein called “SP” and herein referred to as “product(s)“).

Warranty Period

SP warrants new product(s) to be free from defect in material or manufacture for four (4) years after date of delivery to the first user. This Warranty is made to the original owner of the new product(s) and is transferable for the duration of the period of coverage to subsequent owners with prior written approval of SP. (See Limitations)

Coverage

SP shall repair or, at SP’s option, replace any product(s) shown to be defective in material or manufacture. Product that is deemed to require repairs shall be sent back to the manufacturer at the expense of SP. The remedies set forth in this paragraph are exclusive and correction by SP of product nonconformity in the manner provided above shall constitute fulfillment of all liabilities and obligations of SP to those entitled to the benefit of the Warranty.

Exclusions

The warranty provided herein shall not cover any damage or defects caused by the Buyer or its agents, employees, clients or golf course equipment connected to the product.

Lessee Responsibilities

The lessee is responsible for proper maintenance of the product(s). Any improper use, including failure to provide proper maintenance, operation following discovery of defective or worn parts, operation beyond rated capacity, substitution of parts not approved by SP or alteration or repair which in SP’s judgment adversely affects the product(s), shall void this Warranty.

Limitations

STAYPRIME NORTH AMERICA INC MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. No employee or representative is authorized to change this Warranty in any way or grant any other Warranty unless such change is made in writing and signed by an officer of SP.
Applicable Law

This Agreement shall be made and construed in accordance with the laws of the State of California, United States of America and in the event of a dispute with respect to the terms hereof, the parties agree to the jurisdiction of the Ventura County Superior Court in the State of California, United States of America.

SP Warranty Procedure

If there is a problem with a SP unit within warranty, please follow the steps below. This will result in a more efficient resolution.

1. Call SP 1-800-914-4849, Fax (250) 984-7534 or email chris@stayprimegolf.com a copy of the warranty claim form with the unit serial number.
2. We will fax a warranty claim form and a Return Material Authorization (RMA) if required.
3. Prepare unit/units for shipping with sufficient packing material to prevent damage while in transit. SP will arrange for courier pick up.
4. Upon completion of the warranty process, either a new unit will be sent back or the original repaired unit.
STAYPRIME NORTH AMERICA INC WARRANTY

WARRANTY CLAIM FORM

Please complete and return via fax: 250-984-7534 or scan and email to chris@stayprimegolf.com

Date:

Company:

Address:

Phone:

Fax:

Date of Failure:

Unit Serial #:

Description of Problem:

Signature____________________

Title____________________

For Office Use Only

Date Returned/Parts Rec’d:

Condition:
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: March 5, 2014
TO: Board of Directors
FROM: District Manager

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

SUMMARY

The District recently received the attached Call for Nominations from the California Special District Association ("CSDA"). CSDA Board member terms are three years in length, and require attendance at approximately ten meetings and two special events per year and completion of all four modules of CSDA’s Special District Leadership Academy. As a member of CSDA Rancho Simi Recreation and Park District is eligible to nominate either a board member or District Manager for election as a director of CSDA.

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

BOARD ACTION REQUESTED

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

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. ___

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

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

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

WHEREAS, _______ is a ________ of the _______ District and would be a good representative for special districts by serving on the CSDA Board of Directors,

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

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on March 5, 2015, in Simi Valley, California on motion made by

Ayes:

Noes:

Absent:

Abstain:

Chair of the Board of Directors
Rancho Simi Recreation and Park District
DATE: February 20, 2015

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS SEAT A

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2016 - 2018 term.

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

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

Commitment and Expectations:

- Attend all Board meetings, held every other month at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento. (CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend CSDA’s two annual events: Special District Legislative Days (held in the spring) and the CSDA Annual Conference (held in the fall).
- Complete all four modules of CSDA’s Special District Leadership Academy within 2 years. (CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).
Nomination Procedures: Any Regular Member is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is May 22, 2015. Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 5th. The ballots must be received by CSDA no later than 5:00 p.m. August 7, 2015 and must be the original ballot (no faxes or e-mails). The successful candidates will be notified no later than August 10th. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in September.

Expiring Terms
(See enclosed map for regional breakdown)

<table>
<thead>
<tr>
<th>Network</th>
<th>Seat A</th>
<th>Name</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Network</td>
<td>Seat A</td>
<td>John Woolley, Manila Community Services District</td>
<td></td>
</tr>
<tr>
<td>Sierra Network</td>
<td>Seat A</td>
<td>Noelle Mattock, El Dorado Hills Community Services District*</td>
<td></td>
</tr>
<tr>
<td>Bay Area Network</td>
<td>Seat A</td>
<td>Currently vacant.</td>
<td></td>
</tr>
<tr>
<td>Central Network</td>
<td>Seat A</td>
<td>Joel Bauer, West Side Cemetery District*</td>
<td></td>
</tr>
<tr>
<td>Coastal Network</td>
<td>Seat A</td>
<td>Elaine Freeman, Rancho Simi Recreation &amp; Park District</td>
<td></td>
</tr>
<tr>
<td>Southern Network</td>
<td>Seat A</td>
<td>Jo MacKenzie, Vista Irrigation District*</td>
<td></td>
</tr>
</tbody>
</table>

(* = Incumbent is running for re-election)

If you have any questions, please contact Charlotte Lowe at 877-924-CSDA or charlottel@csda.net.
BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: ________________________________________________________________

District: ______________________________________________________________________

Mailing Address: __________________________________________________________________

________________________________________________________________________________

Network: ________________________________________________________________________ (see map on back)

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

Fax: __________________________________________________________________________

E-mail: _________________________________________________________________________

Nominated by (optional): _________________________________________________________

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

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

DEADLINE FOR RECEIVING NOMINATIONS – May 22, 2015
CSDA BOARD CANDIDATE INFORMATION SHEET
The following information MUST accompany your nomination form and Resolution/minute order:

Name: __________________________________________________________

District/Company: _______________________________________________

Title: __________________________________________________________

Elected/Appointed/Staff: __________________________________________

Length of Service with District: __________________________________

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

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

4. List civic organization involvement:

________________________________________________________________________

________________________________________________________________________

**Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 4, 2015 will not be included with the ballot mailing.**
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