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

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

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

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

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

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

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair
Elaine Freeman

Vice Chair
Gene Hostetler

Director
Dee Dee Cavanaugh

Director
Mark Johnson

Director
Kate O’Brien

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

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – March 5, 2015
   B. Special Meeting – March 12, 2015

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-Time Employee of the Month for February 2015 to Stan Kalsman 35-15-e
   B. Presentation of the New Volunteer Software System Oral

VI. CONSENT AGENDA**
   A. Approval of Check Register: 3/6/15 (payroll); 2/28/15, 3/15/15 (payables)
   B. Approval of Notice of Completion and Final Acceptance for the Tree Pruning Services at Various District Parks Project 7-15-b

   ** 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
   A. 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

VIII. NEW BUSINESS
   A. Approval of Resolution Rescinding Policy 8-200 Regarding Disposition of Surplus Real Property 84-15-a
   B. Approval to Retain CBRE, Inc., Laurie Lustig-Bower, as Broker and Authorization to the District Manager to Sign Exclusive Sales Listing Agreement, Schedule of Sale Commissions, and Disclosure Regarding Real Estate Agency Relationship Documents 53-15-b
C. Approval of First Amendment to Agreement for Use of Santa Susana Railroad Depot Extending the Term of Use by the Rancho Simi Foundation from December 31, 2015 to December 31, 2020

IX. WRITTEN COMMUNICATIONS

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Amy Manchel

Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business and Accounting Supervisor

Employee Organization: Rancho Simi Recreation and Park District Middle Management Association

C. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business and Accounting Supervisor

Employee Organization: Rancho Simi Recreation and Park District Employees Association (“Bargaining Unit”)

D. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiator: District Manager

Employee Organization: Unrepresented Employees
E.  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., and Delphi Business Properties, Inc.

Under Negotiation:  Price and Terms of Payment

F.  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
MARCH 5, 2015, 6:30 P.M.

AGENDA
ITEM

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

PLEDGE OF ALLEGIANCE: Led by Brian Reed

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

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

Guests: Jim Brunner, Genevieve Damerla, Joyce, Laura and Jesse Martin, Members of the Leadership Group, Christine Silver

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

Genevieve Damerla from the S.V. Youth Summit team said that they had a get-together and came up with some teen activities that they would like to hold at a teen center, and hoped that the Park District would be able to lend them a facility. She mentioned Rancho Santa Susana Community Center, and using it on Friday or Saturday nights. Staff stated that in the past for about a year and a half the District held teen dances with live bands and around 400 attended; then the attendance dropped to around 20. Director of Recreation will contact them to discuss this further.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – February 19, 2015

ACTION: Director Cavanaugh moved to Approve the Minutes of the Regular Meeting of February 19, 2015; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

Sr. Management Analyst informed the Board that the District has submitted nominations to CARPD for two Awards of Distinction categories: Outstanding New Facility for the Challenger Field project, and Outstanding Renovated Facility for the Arroyo Simi project. Awards will be presented at CARPD’s Conference in May.
(A) Presentation of the Arroyo Simi Greenway Phase 3 Project (Oral)

Sr. Management Analyst introduced City of Simi Valley’s representatives, Principal Engineer Jim Brunner and Senior Planner Christine Silver. Mr. Brunner gave a Powerpoint presentation on the “Active Transportation Program” grant funding source and its requirements. He reviewed various elements of the Phase 3 project, which will link Phase 1 & 2’s project areas. Some of the areas reviewed were: the Madera & Easy Street entrance replacement, a pedestrian/bike bridge installation west of 1st Street, addition of a trail spur south along 5th Street, a new trail entry at Los Angeles and 5th Street, and installation of safety fencing on the channel side of trail areas. He also reviewed the project’s timeline, and the cost and funding for the project. Ms. Silver provided an update on the status of the Arroyo Simi Greenway Specific Plan, which has been on hold. She said the General Plan changed since it was initially prepared, and that it is currently being revised for analysis and consistency. She indicated it may be presented to the City Council at the end of May to start the adoption process. Chair Freeman asked some questions about the completion date, the type of bridge, and Watershed Protection District’s position in regards thereto.

Mr. Brunner also complimented Sr. Management Analyst Walker for her excellence in grants preparation, and said that she was very instrumental in obtaining this grant.

(B) Presentation of the Full-Time Employee of the Month for January 2015 to Lee Martin 35-15-e

Director of Administration Garber reviewed the nomination, and said it has been her pleasure to work with Lee Martin, and that her department and the Park District is fortunate to have him. Chair Freeman presented Lee Martin with the Employee of the Month award and thanked him for all his good work. She mentioned that Lee has also managed VCSDA’s website for the last seven years, and she has greatly appreciated his help. Lee said that it has been a great 10 years, and that this is the best job he has ever had. He also introduced his wife, Joyce, and children, Jessie and Laura.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 2/20/15 (payroll)

ACTION: Vice Chair Hostetler moved to Approve Item A; Director Johnson seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Approval of Purchase of Three (3) Ford Connect Transit Vans Through California Multiple Award Schedules (CMAS) 7-15-a

Director of Planning and Maintenance stated there is a correction to the board report in paragraph one, in that the District currently maintains (64) vehicles rather than (63). He also noted the Transit Connect specifications are for a 2014 model, rather than 2015’s.

ACTION: Vice Chair Hostetler moved to Approve Purchase of Three (3) Ford Connect Transit Vans Through California Multiple Award Schedules (CMAS); Director Johnson seconded the motion. Motion carried with a unanimous vote.
(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

ACTION: Vice Chair Hostetler moved to Approve Award of Contract with StayPrime North America Inc. for a Golf Cart GPS System for Simi Hills Golf Course 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; Director Johnson seconded the motion. Motion carried with a unanimous vote.

(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

This item was continued to the next scheduled Regular Board Meeting.

IX. WRITTEN COMMUNICATIONS:

None.

X. REPORTS BY BOARD MEMBERS:

Director Johnson attended a Personnel Committee meeting with Vice Chair Hostetler, and noted the Minutes have been distributed. He briefly reviewed the Committee’s discussions regarding the item regarding a request for reclassification from ASC Site Directors, and said staff received instruction to give notice to the Site Directors that the item will receive further consideration at the District’s fiscal yearend when the budget is reviewed.

Director Johnson attended a Santa Monica Mountains Conservancy meeting. Among some of the agenda items was a very informative presentation on the Bridges to Park Careers Training Program, which he briefly reviewed. He commented how impressed he was with the Program that teaches participants all about the parks system and the benefits it brings to the participants and their families.

Director Johnson attended the Simi Youth Baseball opening and said it was a very nice event. He noted there has been some concrete work done at the facility, and that he was informed they will be contacting the District about possibly having some benches installed at the facility.

Director Johnson attended the Boys and Girls Club of Simi Valley luncheon, during which Rancho Simi Recreation and Park District’s was honored to be named Organization of the Year 2014. He also notified Director of Recreation that the Club’s president will be contacting him about some outside events they are planning in June.

Director Cavanaugh said that Simi Girls Softball day will be taking place on Sunday, March 8th.

Director Cavanaugh attended the Education Foundation dinner along with Chair Freeman. She said it was a wonderful event, and then recognized the person attending this meeting who happened to be the person who won the puppy at that event.

Director Cavanaugh welcomed some members of the Leadership Group to the meeting.

Director Cavanaugh announced that Royal High School’s Girls Water Polo Team won the Division IV title at the CIF Southern Section Championships held last month, and that this was their first-ever title for the Girls Program.
Director Hostetler attended the Santa Susana Baseball League opening day event. He indicated they will be contacting the District regarding a request to add batting cages and awnings for over the snack bar.

Director Hostetler participated on a CARPD Board of Directors conference call. He said former LA Dodger, Steve Garvey, will be the guest speaker at CARPD’s Conference in May and that they are working on a location for the sponsors gathering.

Director O’Brien attended the Youth Summit luncheon. She said that she enjoyed speaking with the students who sat at the “teen activities” table, and mentioned some of their ideas for activities.

Director O’Brien attended the Simi Valley Baseball League’s opening day event.

Chair Freeman attended a webinar for the CARPD Legislative Committee. She said they reviewed many bills, and noted some were regarding community redevelopment, holiday pay, minimum wage increase, computer breaches, City Council elections and environmental health.

Chair Freeman as a CSDA Board Member representing the Coastal Region attended along with their Board President and another Board Member a meeting of the San Luis Obispo County Chapter of CSDA to present the first-ever CSDA Legislator of the Year award to Assembly Member Katcho Achadjian.

XI.

REPORT BY DISTRICT MANAGER:

Director of Planning and Maintenance Nakaoka provided an update on the Rancho Simi Lagoon Project.

Chair Freeman called a Closed Session at 7:41 p.m.

Chair Freeman reconvened the meeting at 8:14 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

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

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

XIII. ADJOURNMENT: Director Johnson moved to adjourn the meeting at 8:15 p.m.; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT

MINUTES
SPECIAL MEETING
BOARD OF DIRECTORS

SYCAMORE DRIVE COMMUNITY CENTER, BOARD ROOM
1692 SYCAMORE DRIVE, SIMI VALLEY, CALIFORNIA

THURSDAY, MARCH 12, 2015, 6:00 P.M.

I. CALL TO ORDER

The meeting was called to order by Vice Chair Hostetler at 6:01 p.m.

II. ROLL CALL

Board Members present: Directors Cavanaugh, Hostetler, Johnson and O'Brien. Director Freeman was absent. Staff present: Karen Garber, Wayne Nakaoka, Larry Peterson, and District Legal Counsel Brian Pierik.

III. PUBLIC DISCUSSION

None.

IV. CLOSED SESSION

Vice Chair Hostetler announced the Board would go into Closed Session to consider the items listed on the Agenda at 6:03 pm.

Closed Session Pursuant to Government Code Section 54956.8

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., and Delphi Business Properties, Inc.

Under Negotiation: Price and Terms of Payment

Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: 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

The Board returned from Closed Session at 6:13 pm, as Vice Chair Hostetler announced that no reportable action was taken by the Board with regard to the Closed Session Items listed above.

V. NEW BUSINESS

A. Approval to Retain CBRE, Inc., Thomas Bohlinger and Robert Kahn, as Broker and Authorization to the District Manager to Sign Exclusive Listing Agreement

**ACTION:** Director Johnson moved to approve retention of CBRE, Inc., Thomas Bohlinger and Robert Kahn, as Broker and to authorize the District Manager to sign the Exclusive Listing Agreement, Director Cavanaugh seconded the motion. Motion passed unanimously.

VI. ADJOURNMENT

Director Johnson moved to adjourn the meeting at 6:15 p.m.; Director O’Brien seconded the motion. Motion carried unanimously.

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

Date: March 19, 2015
To: District Manager
From: Business and Accounting Supervisor
Re: Presentation of the Part-Time Employee of the Month for February 2015 to Stan Kalsman

PART-TIME EMPLOYEE OF THE MONTH FOR FEBRUARY 2015

The Part-Time Employee of the Month for February 2015 is Stan Kalsman. Stan has worked for the District for over 9 years, and is Part time Recreation Coordinator in the Recreation Department.

NOMINATION NARRATION

The person who nominated Stan had this to say about him: I would like to nominate Stan Kalsman as the Part-Time Employee of the Month for February 2015. Stan has been an outstanding RSRPD employee, with 45 years of experience in Los Angeles and Simi Valley. Stan has dedicated countless hours to developing the Senior Center into what it is today. He has improved the Senior Center by including a more active senior participation rate. He, with his wife and friend started senior classes, clubs, and trips for the 50+ community to enjoy. We now have seniors coming from areas outside of Simi Valley to participate in these activities.

Stan was instrumental in beginning the pickle-ball program here in Simi Valley, whereby he has now gained over 100 members. This led to the Park District developing 6 more outdoor pickle-ball courts and 12 more being created at Sinaloa Middle School. Stan has also had numerous other city officials and recreational groups ask him personally to explain and demonstrate how to set up a successful pickle-ball program.

He began the 50+ Community Games, which has seen a week of events turn into a whole month of events and has increased from 20-30 participants to more than 400 participants.

He has also been very patient, kind and understanding in taking time out to become a mentor, teacher, and friend to those at the senior center. With Stan, what you see is what you get! His charismatic fun loving sense of humor makes it easy for people to
adore him almost immediately. Stan Kalsman is extremely valuable to not only the senior center, but to our community as a whole.

For these reasons I highly recommend Stan Kalsman to be the February 2015 Part-Time Employee of The Month.

BOARD ACTION

Stan has been invited to attend the March 19, 2015 board meeting to receive a plaque and a check for $75.00 from the board chair.

Theresa Pennington
Business and Accounting Supervisor
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: March 19, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Notice of Completion and Final Acceptance for the Tree Pruning Services at Various District Parks Project

At its meeting of December 4, 2014, the Board of Directors awarded a contract to Stay Green, Inc. in the amount of $86,516.00 for the District's annual tree pruning contract. This year 587 trees located within our parks and open space areas and 135 trees at Simi Hills Golf Course were included in the contract. A Bid Alternate to trim 60 trees along the Arroyo Simi Bike Trail was also included in the contract.

The project was completed on March 6, 2015. The Contractor has fulfilled all contractual obligations. At the time of contract award, the Board of Directors authorized an expenditure of up to 7½%, or $6,488.00, of the awarded contract for additional tree pruning as recommended by the District's Maintenance Supervisors and Golf Course Superintendent.

Two Change Orders were issued for the project. Change Order 1 in the amount of $3,135.00 was executed for additional tree trimming (safety removal of one pine at Santa Susana Park and 3 pines near the SDCC office and treatment of 2 pine trees near the SDCC office, 3 black pines at Frontier Park, and 2 pines at Berylwood Park with a systemic insecticide to suppress bark beetle populations). Change Order 1 also included a time extension due to inclement weather. Change Order 2 was for an additional time extension only. The final cost of the contract is therefore $89,651.00.

Board Action Requested:

That the Board of Directors accept the work as complete for the Tree Pruning Services at Various District Parks Project and authorize the final payment.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

NOTICE OF ACCEPTANCE

Notice is hereby given that on March 19, 2015, the Rancho Simi Recreation and Park District, organized and existing under Division 5, Chapter 4 of the California Public Resources Code, accepted the Tree Pruning Services at Various District Parks Project from Stay Green, Inc., 26415 Summit Circle, Santa Clarita, CA 91350, of the sites commonly known as Foothill Park, Santa Susana Park, Verde Park, Arroyoistow Park, Rancho Santa Susana Community Park, Rancho Tapo Community Park, Darrah Park, Arroyo Simi Equestrian Center, Sycamore Drive Community Center, Sycamore Park, Frontier Park, Rancho Simi Community Park, Berylwood Park, Atherwood Park, Mayfair Park, Strathearn Historical Park, Challenger Park, Rancho Madera Community Park, Willowbrook Park, Canyon Cove Trail (Off Linderon Canyon), Medea Creek Trail (Between Oak Hills Drive & Conifer), Medea Creek Trail (Open Space South of Conifer), Mae Boyar Park, Oak Canyon Community Park, Valley View Park, Wistful Vista Open Space (Just South of Vista Dorado), Simi Hills Golf Course, and Various Locations Along the Arroyo Simi Bike Trail, Simi Valley and Oak Park, CA, in the County of Ventura, State of California, as more fully described in Exhibit “A”, attached hereto and by this reference made a part thereof.

Dated: March 19, 2015

Rancho Simi Recreation and Park District

By: ________________________________
Elaine L. Freeman
Chair, Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:

   NAMES          ADDRESSES
   None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

   NAMES          ADDRESSES
   None

7. A work of improvement consisting of the Tree Pruning Services at Various District Parks Project was completed on March 6, 2015.
8. The name of the contractor for such work of improvement was Stay Green, Inc., 26415 Summit Circle, Santa Clarita, CA 91350.
9. The properties on which said work of improvement was completed is Simi Valley and Oak Park, County of Ventura, State of California, and are described as follows: Foothill Park, Santa Susana Park, Verde Park, Arroyo Stow Park, Rancho Santa Susana Community Park, Rancho Tapo Community Park, Darrah Park, Arroyo Simi Equestrian Center, Sycamore Drive Community Center, Sycamore Park, Frontier Park, Rancho Simi Community Park, Berylwood Park, Atherwood Park, Mayfair Park, Strathern Historical Park, Challenger Park, Rancho Madera Community Park, Willowbrook Park, Canyon Cove Trail (Off Lindero Canyon), Medea Creek Trail (Between Oak Hills Dr. & Conifer), Medea Creek Trail (Open Space South of Conifer), Mae Boyar Park, Oak Canyon Community Park, Valley View Park, Wistful Vista Open Space (Just South of Vista Dorado), Simi Hills Golf Course, and Various Locations Along the Arroyo Simi Bike Trail, Simi Valley and Oak Park, CA, County of Ventura, State of California, as more fully described in Exhibit “A” attached hereto and by this reference made a part hereof.
10. The street addresses of said properties are (see No. 9 above).

Dated: March 19, 2015

Rancho Simi Recreation and Park District

By: ____________________________
   Elaine L. Freeman, Chair, Board of Directors

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the state of California that I am the Chairman of the Board of Directors of the owner of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

March 19, 2015, Simi Valley, California

Elaine L. Freeman, Chair, Board of Directors
<table>
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<th>Location</th>
<th>APN No.</th>
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<td>Santa Susana Park</td>
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<td>6503 Katherine Road</td>
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<td>3700 Avenida Simi</td>
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<td>Darrah Park</td>
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<tr>
<td>Rancho Simi Community Park</td>
<td>632-0-050-375; 632-0-060-315; 632-0-060-725; 632-0-140-180; 632-0-140-230; 632-0-140-245; 632-0-140-250; 632-0-140-325; 632-0-140-340; 632-0-140-365; 632-0-140-380; 632-0-140-390; 632-0-140-400; 632-0-140-410</td>
</tr>
<tr>
<td>1765 Royal Avenue</td>
<td></td>
</tr>
<tr>
<td>Simi Valley, CA 93065</td>
<td></td>
</tr>
<tr>
<td>Berylwood Park</td>
<td>638-0-070-105; 638-0-332-065</td>
</tr>
<tr>
<td>1955 Bridget Avenue</td>
<td></td>
</tr>
<tr>
<td>Simi Valley, CA 93065</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>APN No.</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Atherwood Park 2271 Alamo St. Simi Valley, CA 93065</td>
<td>612-0-062-125</td>
</tr>
<tr>
<td>Mayfair Park 2550 Caldwell St. Simi Valley, CA 93065</td>
<td>612-0-012-100; 612-0-012-110; 612-0-034-415</td>
</tr>
<tr>
<td>Strathearn Historical Park 137 Strathearn Place Simi Valley, CA 93065</td>
<td>579-0-050-455; 580-0-020-200</td>
</tr>
<tr>
<td>Challenger Park 298 First Street Simi Valley, CA 93065</td>
<td>685-0-020-565; 685-0-120-420; 685-0-120-440</td>
</tr>
<tr>
<td>Rancho Madera Community Park 556 Lake Park Drive Simi Valley, CA 93065</td>
<td>580-0-080-355; 580-0-080-360</td>
</tr>
<tr>
<td>Willowbrook Park 1786 Willowbrook Lane Simi Valley, CA 93065</td>
<td>632-0-332-150</td>
</tr>
<tr>
<td>Canyon Cover Trail (Off Lindero Canyon)</td>
<td>685-0-380-765; 685-0-380-785; 800-0-180-285</td>
</tr>
<tr>
<td>Medea Creek Trail (Between Oak Hills Dr. &amp; Conifer)</td>
<td>800-0-123-095; 800-0-114-075</td>
</tr>
<tr>
<td>Medea Creek Trail (Open Space South of Conifer)</td>
<td>800-0-143-085</td>
</tr>
<tr>
<td>Mae Boyar Park 130 Kanan Road Oak Park, CA 91377</td>
<td>800-0-032-065</td>
</tr>
<tr>
<td>Oak Canyon Community Park 5600 Hollytree Drive Oak Park, CA 91377</td>
<td>685-0-010-205</td>
</tr>
<tr>
<td>Valley View Park 100 Los Arcos Drive Oak Park, CA 91377</td>
<td>685-0-250-065; 685-0-250-475</td>
</tr>
<tr>
<td>Wistful Vista Open Space (Just South of Vista Dorado)</td>
<td>800-0-400-085</td>
</tr>
<tr>
<td>Arroyo Simi Bike Trail Simi Valley, CA 93063 - 93065</td>
<td>626-0-060-745; 637-0-060-320; 637-0-070-300; 637-0-070-330</td>
</tr>
</tbody>
</table>
THIS PAGE IS BLANK
DATE: March 19, 2015

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

DATE: March 19, 2015

TO: Board of Directors

FROM: District Legal Counsel

SUBJECT: Approval of Resolution Rescinding Policy 8-200 Regarding Disposition of Surplus Real Property

SUMMARY

Government Code § 54220 et seq. sets forth a procedure that needs to be followed before real property can be disposed of by a public entity such as the District. This procedure is summarized in the attached Checklist for Sale of Surplus Land under Government Code § 54220 et seq.

On or about December 20, 2001, the Board adopted its own policy, Policy 8-200, regarding the identification and disposition of surplus real property by the District. The procedure set forth in Policy 8-200 is summarized in the attached Checklist for Sale of Surplus Land under District Policy No. 8-200.

Policy 8-200 adds additional surplus property requirements, including the need for the District to obtain appraisals, publish notices in a newspaper, and hold public hearings regarding the sale of its surplus property.

However, these additional requirements are both time-consuming and not required by Government Code § 54220 et seq., which already sets forth a procedure that needs to be followed before real property can be disposed of by a public entity.

RECOMMENDATION

Policy 8-200 is not necessary because Government Code § 54220 et seq. already sets forth a procedure for the disposition of surplus property owned by a public entity. The board should therefore rescind Policy 8-200.

[Signature]
Brian Pierik
District Legal Counsel
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. __________

RESOLUTION RESCINDING POLICY NO. 8-200
REGARDING SURPLUS REAL PROPERTY

WHEREAS, Government Code § 54220 et seq. sets forth a procedure that needs to be followed before real property can be disposed of by a public entity such as the District.

WHEREAS, on or about December 20, 2001, the Board adopted its own policy, Policy 8-200, regarding the identification and disposition of surplus real property by the District.

WHEREAS, Policy 8-200 adds additional surplus property requirements, including the need for the District to obtain appraisals, publish notices in a newspaper, and hold public hearings regarding the sale of its surplus property.

WHEREAS, the additional requirements in Policy 8-200 are both time-consuming and not required by Government Code § 54220 et seq., which already sets forth a procedure that needs to be followed before real property can be disposed of by a public entity.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors has determined that Policy 8-200 is not necessary because Government Code § 54220 et seq. already sets forth a procedure for the sale or lease of District surplus property, and the Board hereby rescinds Policy 8-200.

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 19, 2015, at 1692 Sycamore Drive, Simi Valley, CA, on a motion by Director

Ayes:

Noes:

Absent:

Abstain:

______________________________
Chair of the Board of Directors
Rancho Simi Recreation and Park District
CHECKLIST FOR SALE OF SURPLUS LAND

UNDER GOVERNMENT CODE
# CHECKLIST FOR SALE OF SURPLUS LAND

**UNDER GOVERNMENT CODE § 54220 ET SEQ.**

<table>
<thead>
<tr>
<th>Steps &amp; Requirements</th>
<th>Code Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Send written offer to sell or lease land for “purpose of developing low- and moderate-income housing” to any:</td>
<td>Govt. Code § 54222(a)</td>
</tr>
<tr>
<td>□ Local public entity within whose jurisdiction the surplus land is located</td>
<td>Govt. Code § 54222(a)</td>
</tr>
<tr>
<td>□ “Housing sponsor” that has requested notice of such sale or lease</td>
<td>Govt. Code § 54222(a); Health &amp; Safety Code § 50074</td>
</tr>
<tr>
<td>□ Send written offer to sell or lease land for “park and recreational purposes or open-space purposes” to any:</td>
<td>Govt. Code § 54222(b)</td>
</tr>
<tr>
<td>□ Park or recreation department of any city within which the land may be situated</td>
<td>Govt. Code § 54222(b)(1)</td>
</tr>
<tr>
<td>□ Park or recreation department of county within which the land is situated</td>
<td>Govt. Code § 54222(b)(2)</td>
</tr>
<tr>
<td>□ Regional park authority having jurisdiction within the area in which the land is situated</td>
<td>Govt. Code § 54222(b)(3)</td>
</tr>
<tr>
<td>□ State Resources Agency or any agency that may succeed to its powers</td>
<td>Govt. Code § 54222(b)(4)</td>
</tr>
<tr>
<td>□ Send written offer to sell or lease land “suitable for school facilities construction or use by a school district for open-space purposes” to any:</td>
<td>Govt. Code § 54222(c)</td>
</tr>
<tr>
<td>□ School district whose jurisdiction includes the land</td>
<td>Govt. Code § 54222(c)</td>
</tr>
<tr>
<td></td>
<td>Send written offer to sell or lease land located within “area designated as an enterprise zone” to:</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>nonprofit neighborhood enterprise association corporation</td>
</tr>
<tr>
<td></td>
<td>Send written offer to sell or lease land located within “infill opportunity zone” or “transit village plan” to any:</td>
</tr>
<tr>
<td></td>
<td>County</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Community redevelopment agency</td>
</tr>
<tr>
<td></td>
<td>Public transportation agency</td>
</tr>
<tr>
<td></td>
<td>Housing authority within whose jurisdiction the land is located</td>
</tr>
<tr>
<td></td>
<td>Receive written notice from party interested in buying or leasing land within 60 days of its receipt of written offer</td>
</tr>
<tr>
<td></td>
<td>If multiple purchase offers are received:</td>
</tr>
<tr>
<td></td>
<td>Give first priority to entity that agrees to use land for housing for persons and families of low or moderate income</td>
</tr>
<tr>
<td></td>
<td>Unless land is already being used for park and recreational purposes</td>
</tr>
<tr>
<td></td>
<td>Participate in &quot;good faith negotiations to determine a mutually satisfactory sales price or lease terms&quot; with interested party for 90 days</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>If price or terms cannot be agreed upon after 90 days, dispose of land without further regard to above surplus property provisions</td>
</tr>
<tr>
<td></td>
<td>Except that if new purchasing entity uses property for development of 10 or more residential units, the entity shall provide at least 15% of total number of units developed on parcel at affordable housing cost, or affordable rent, to lower income households</td>
</tr>
</tbody>
</table>
CHECKLIST FOR SALE OF SURPLUS LAND

UNDER DISTRICT POLICY
## CHECKLIST FOR SALE OF SURPLUS LAND

**UNDER DISTRICT POLICY NO. 8-200**

<table>
<thead>
<tr>
<th>Steps &amp; Requirements</th>
<th>Policy Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Make determination that property is indeed “surplus to needs of the district” because:</td>
<td>Section 200</td>
</tr>
<tr>
<td>☐ Land “is in excess of the district’s future needs”</td>
<td>Section 201</td>
</tr>
<tr>
<td>☐ Land is “no longer necessary for the district’s use” except “property being held by the district for the purpose of exchange”</td>
<td>Section 201</td>
</tr>
<tr>
<td>☐ Determine fair market value of property:</td>
<td>Section 202</td>
</tr>
<tr>
<td>☐ Normally through an appraisal</td>
<td>Section 202</td>
</tr>
<tr>
<td>☐ Using “alternate procedures to determine the value of the real property”</td>
<td>Section 202</td>
</tr>
<tr>
<td>☐ Determine whether District will sell property under Government Code §§ 50568-50573 to “any housing corporation, limited dividend cooperation or nonprofit corporation” for development of affordable housing</td>
<td>Section 203</td>
</tr>
<tr>
<td>☐ Publish a notice of availability of property for three weeks in a newspaper</td>
<td>Section 203</td>
</tr>
<tr>
<td>☐ Schedule public hearing on sale if one or more of entities so requests</td>
<td>Section 203</td>
</tr>
<tr>
<td>☐ Make “favorable determination” regarding sale during public hearing</td>
<td>Section 203</td>
</tr>
<tr>
<td>☐ Give notice pursuant District’s intent to dispose of property to public agencies described in Government Code §§ 54220-54230.5, including:</td>
<td>Section 204</td>
</tr>
</tbody>
</table>
### Checklist for Sale of Surplus Land

**January 12, 2015**

**Page 2**

<table>
<thead>
<tr>
<th></th>
<th>Parks or recreation departments of city in which property sits</th>
<th>Section 204</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Parks or recreation departments of county in which property sits</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>Any regional park authority with jurisdiction over property</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>Redevelopment agency or housing authority</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>State Resources Agency</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>Any housing authority in Ventura County</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>Receive written notice from parties interested in buying or leasing land within 60 days of their receipt of notice</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>If price or terms cannot be agreed upon after 60 days, dispose of land according to procedures in policy</td>
<td>Section 204</td>
</tr>
<tr>
<td></td>
<td>If District does not dispose of property using above procedures, property “may be offered for sale and sold to others” upon adoption of resolution to do so by a 4/5 vote of Board</td>
<td>Section 205</td>
</tr>
<tr>
<td></td>
<td>Schedule and hold public hearing to receive and consider written proposals to purchase property, at which time Board will:</td>
<td>Section 205</td>
</tr>
<tr>
<td></td>
<td>Consider written bids</td>
<td>Section 205</td>
</tr>
<tr>
<td></td>
<td>Consider oral bids</td>
<td>Section 205</td>
</tr>
<tr>
<td></td>
<td>Reject all bids</td>
<td>Section 205</td>
</tr>
</tbody>
</table>
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: March 19, 2015

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval to Retain CBRE, Inc., Laurie Lustig-Bower, as Broker and Authorization to the District Manager to Sign Exclusive Sales Listing Agreement, Schedule of Sale Commissions, and Disclosure Regarding Real Estate Agency Relationship Documents

SUMMARY

The following documents are attached; Exclusive Sales Listing Agreement, Schedule of Sale Commissions, and Disclosure Regarding Real Estate Agency Relationship. Approval of these would result in the District’s retention of CBRE, Inc., and more specifically Laurie Lustig-Bower to serve as Broker to the District in regards to the marketing for sale its location at 1692 Sycamore Drive, Simi Valley, Ca. Also attached is the proposed Broker’s Resume. This individual has many years of very substantial experience and is fully capable of representing the District in regards specifically to large properties that may be developed for residential. The terms of the proposed agreements are the result of Broker and District staff and legal counsel negotiations.

RECOMMENDED BOARD ACTION

Staff recommends the Board approve retention of CBRE, Inc., Laurie Lustig-Bower, as Broker and authorize the District Manager to sign the attached Exclusive Sales Listing Agreement, Schedule of Sale Commissions, and Disclosure Regarding Real Estate Agency Relationship.

Larry Peterson
District Manager
EXCLUSIVE SALES LISTING AGREEMENT

CBRE, INC.
LICENSED REAL ESTATE BROKER

1. In consideration of the listing for sale of the real property hereinafter described (the "Property") by CBRE, INC. ("Broker") and Broker's agreement to use its best efforts to effect a sale of same, the undersigned ("Owner") hereby grants to Broker the exclusive right to sell the Property for a period commencing March 20, 2015 ending midnight September 20, 2015 (the "Term"), at a price acceptable to Owner. The Property is situated in the City of Simi Valley, County of Los Angeles, State of California, and is further described as a site containing 576,436 +/- sf with address known as 1692 Sycamore Drive, Simi Valley, CA 93065 with APN's known as: 942-0-231-285, 942-0-231-295, 642-0-280-075, 642-0-280-085, 642-0-280-095. References herein to the Property shall be understood to include portions of the Property.

2. Owner agrees to pay Broker a sales commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered if, during the Term: (a) the Property is sold to a purchaser procured by Broker, Owner, or anyone else; (b) a purchaser is procured by Broker, Owner, or anyone else who is ready, willing and able to purchase the Property at the price and on the terms above stated, or on any other price and terms agreeable to Owner; (c) any contract for the sale of the Property is entered into by Owner; (d) Owner removes the Property from the market or the Property is transferred due to eminent domain or the threat thereof, foreclosure, sale in lieu of foreclosure, etc.; (e) Owner or any other person or entity agreeable to Owner; (f) Owner is a corporation, partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers or act as Broker's subagents.

3. As used in this Agreement the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payments shall be credited against the commission payable to Broker on account of the exercise of the option.

4. Owner further agrees that Owner shall pay Broker a commission in accordance with the Schedule if, within ninety (90) calendar days after the expiration or termination of the Term, the Property is sold to, or Owner enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Owner, however, shall have no obligation to Broker under this paragraph 4 unless, not later than fifteen (15) calendar days following the expiration or termination of the Term, Broker submits a list of such persons or entities to Owner.

5. Commissions shall be payable hereunder when earned or at the earliest of closing, close of escrow, recordation of a deed, lease execution, or taking of possession by the purchaser or tenant.

6. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchaser, either cash or cash to any existing loan. Any offer may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.

7. Owner and Broker agree that the Property will be offered in compliance with all applicable anti-discrimination laws.

8. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to refer immediately to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective purchaser and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of a purchase and sale agreement and other documents relating to any transaction contemplated by this Agreement.

9. Owner agrees to disclose to Broker and to prospective purchasers and tenants any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property, as well as whether the Property is or may be situated in a flood zone or an Earthquake Fault Zone and/or a Seismic Hazard Zone, as defined in Sections 2621 et seq. and 2690 et seq. of the California Public Resources Code. Broker is authorized to disclose any such information to prospective purchasers or tenants.

10. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
11. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent is hereby instructed by Owner to pay Broker’s commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its rights under this paragraph.

12. Owner acknowledges that Broker is a national brokerage firm and that in some cases it may represent prospective purchasers and tenants. Owner desires that the Property be presented to such persons or entities and consents to the dual representation created thereby. Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and buyer. Broker shall not disclose the confidential information of one principal to the other.

13. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker’s appointment, unless Broker shall elect to terminate this Agreement upon said notice.

14. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement then this Agreement shall be deemed suspended until such time as Owner may reacquire the Property within the Term. If this Agreement is suspended pursuant to this paragraph, Broker shall be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.

15. ARBITRATION OF DISPUTES. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker’s performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings in accordance with Title 9 of Part 3 of the California Code of Civil Procedure, including § 1283.05. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys’ fees.

NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIATING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPelled TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.

OWNER

BROKER

16. In the event that Owner lists the Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under paragraph 4 hereof. Owner’s failure to do so, however, shall not affect Owner’s obligations to Broker under paragraph 4 hereof.

17. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs and that this Agreement binds such party. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

18. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assigns of the parties.

19. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1984 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.
20. CBRE shall assemble and produce for Owner’s review and approval an offering brochure and/or other marketing materials of a type which is customary for similar properties. Owner shall provide the information in its possession, custody or control regarding the Property necessary for CBRE to prepare a professional offering brochure. The brochure shall include, as appropriate, property facts, photographs, cash flow projections, area and location information, and other relevant information as available. The cost of such offering brochure shall be borne by Broker.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement and the Schedule.

Accepted:

CBRE, Inc.
Licensed Real Estate Broker
License No. 00409987

By: Laurie Lushig-Bower
Title: Executive Vice President
License No.: 00979360
Address: 1840 Century Park East, Suite 900
La Jolla, CA 92037
Telephone: 310-550-2600

“Owner”

By: Rancho Simi Park and Recreation District
Its: District Manager
Print Name: Larry Peterson
Address: 1892 Sycamore Dr.
Simi Valley, CA 93065
Telephone: (805) 584-4406
SCHEDULE OF SALE COMMISSIONS
CB COMMERCIAL REAL ESTATE GROUP, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKERS


Broker's commission shall be 6% 4% (see below)* of the gross sales price. Gross sales price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. This commission shall be paid when earned or at the close of escrow through escrow, or if there is no escrow, then upon recording of the deed; provided, however, if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event Owner contributes or conveys the Property or any interest therein to a joint venture, partnership, or other business entity, then the commission shall be calculated on the fair market value of the Property, less the value of the interest in the Property retained by or transferred to Owner, as the case may be, and shall be paid at the time of the contribution or transfer. If Owner is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

In the event there is another agent/broker in the transaction representing the Buyer and being compensated by the Owner, then the commission shall be divided as follows: 2.25% to the Listing Team of Broker (Team Lustig-Bower) and 1.75% to the agent/broker representing the Buyer.

The provisions hereof are subject to the terms and provisions of any Exclusive Sales Listing Agreement, or other agreement to which this Schedule may be attached and which is executed by the parties hereto.

In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid the delinquent amount shall bear interest at the maximum rate permitted in the state in which the office of the Broker executing this Schedule is located. If any party is required to institute legal action, including arbitration, against the other party relating to this Schedule or any agreement of which it is a part, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assigns. In the event Owner sells or otherwise disposes of its interest in the Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part. The term "Owner" as used herein shall be deemed to include the owner of the Property, a party under contract to acquire the Property and a tenant under a ground lease.

"Owner"

Approved this ___ day of ____, 20__

CBRE, Inc
Licensed Real Estate Broker,
License No. 00409897

By: ___________________________
Laurie Lustig-Bower
Title: Executive Vice President
License No.: 00979360

By: ___________________________
Rancho Simi Park and Recreation District
Its: District Manager

Print Name: Larry Peterson
Please note that the terms “Seller” and “Buyer” are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer’s Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER’S AGENT

A Seller’s agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller’s agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent’s duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER’S AGENT

A selling agent can, with a Buyer’s consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller’s agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent’s duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE INC.

Agent
Laurie Lustig-Bower 3/10/15

Associate Licensee Signature (Date)

Buyer/Lessee Signature (Date)

Buyer/Lessee Printed Name

Seller/Lessor Signature (Date)

Seller/Lessor Printed Name
As used in Sections 2079.14 to 2079.54, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provision of Title 9 (commencing with section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed as a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one years duration, and mobile homes as offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

=k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(l) "Set," "suit," or "suit" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2685, and transactions for the creation of a leasehold exceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.

(n) "Selling agent" means a listing agent who acts alone, or an agent who acts in conjunction with a listing agent, who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 8. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The listing agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the listing agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (c).

(c) Where the listing agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not presented by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing acknowledged or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing acknowledged or acknowledged by the seller and the listing agent prior to or coincident with the execution of this contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

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SAMPLE ONLY - DO NOT FILL OUT

_is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.
_is the Selling agent, not the same as the Listing agent, of (check one): ( ) the buyer exclusively; or ( ) both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as a result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the seller that the buyer is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.
United States

Global > United States > Beverly Hills > Laurie Lustig

Executive Vice President

PROFESSIONAL EXPERIENCE

Ms. Lustig-Bower began her career in commercial real estate 22 years ago with CBRE and now holds the title of Executive Vice President with the firm. Her Executive Vice President title, given to those with the highest level of revenue production, is shared by approximately 40 of the 3,000 professionals in the global company. She is the founder and leader of her team, a group of five professionals specializing in the sales of apartment buildings, condominium conversions/reversions, as well as land for development of apartment buildings and condominium communities. In the past 4 years alone, Ms. Lustig-Bower has handled nearly $3.3 billion in real estate transactions and has been rated one of the top brokers in the United States for the past 15 years.

Ms. Lustig-Bower is consistently featured as a guest speaker at many real estate conferences. For more information about her career, Google "Laurie Lustig-Bower."

ACHIEVEMENTS

2010

- Featured speaker for 2010 Real Estate Conference
- Keynote speaker at the Jewish Federation Real Estate and Construction Division Conference
- Featured speaker in CBRE Southern California video webinar
- Featured speaker for the Southern California Appraiser Institute
- Keynote speaker for Opus Connect Real Estate Conference Group
- Steering Committee Leader for the 2010 Crocker Symposium
- Advisory Board Member for CBRE Private Client Group
- Board of Governors Member for Cedars-Sinai Medical Center
- Cabinet Member of the Jewish Federation’s Real Estate and Construction Division

2009

- Ranked Number 2 Broker nationally for CBRE/Private Client Group
- Ranked Number 1 Broker in Southern California for CBRE Multi-Housing Division
- Featured speaker for 2010 Real Estate Conference
- Featured speaker for the Southern California Appraisers Institute Conference
- Featured speaker for the CBRE Webinar
- Board of Governors Member for Cedars-Sinai Medical Center
- Cabinet Member of the Jewish Federation’s Real Estate and Construction Division
- Advisory Board Member for CREW (Commercial Real Estate Women)

2008

- Nominated for the Los Angeles Business Journal “2008 Women Making A Difference” Award
- Panelist for California State University San Fernando Valley Economic

http://www.cbre.us/obeverlyhills/people/laurie-lustig/pages/overview.aspx
Summit
- Board of Governors member for Cedars-Sinai Medical Center
- Cabinet Member of the Jewish Federation's Real Estate and Construction Division
- Advisory Board Member for CREW (Commercial Real Estate Women)
- Board of Governors Member for IRETO (International Real Estate Trade Organization)
- Member of ICSC (International Council of Shopping Centers)

2007
- Ranked Number 1 Broker nationally in the CB Richard Ellis/Private Client Group
- Number 1 Broker in the CBRE Beverly Hills office
- Sold largest land deal in history of Los Angeles for $500 million
- Listed as one of "The Top 75 Southern California Brokers" in Real Estate Southern California magazine
- Panelist for UCLA Multi-Housing Forecast Conference
- Panelist for USC Casden Multi-Housing Conference
- Panelist for Apartments 2007 Conference by Real Estate Media
- Advisory Board Member for CREW (Commercial Real Estate Women)
- Board of Governors for IRETO (International Real Estate Trade Organization)

2006
- Ranked nationally in the top 12% in CBRE/Private Client Group
- Listed as one of "The Top 75 Southern California Brokers" in Real Estate Southern California magazine
- Nominated by the San Fernando Business Journal "2006 Women Who Mean Business"
- Keynote speaker for the Jewish Federation Women in Real Estate Construction Conference
- Panelist for Information Network’s West Coast Condominium Conference
- Panel Moderator for Institute of Real Estate Management (IREM)/Building Owners & Managers Association (BOMA) Conference
- Panelist for UCLA Multi-Housing Forecast Conference
- Panelist for Apartments 2006 Conference by Real Estate Media
- Advisory Board Member for CREW (Commercial Real Estate Women)

2005
- Number 1 Broker in CBRE Beverly Hills office
- CBRE Colbert Coldwell Circle Award (top 3% nationally)
- Received the "CREW (Commercial Real Estate Women) 2005 Renaissance Award" for her outstanding career in commercial real estate
- Listed as one of "The Top Southern California Brokers" by Real Estate Southern California magazine
- Nominated for the San Fernando Valley Business Journal "Honoring Women in Commercial Real Estate Award"
- Listed as one of "Southern California’s Women of Influence" by Real Estate Southern California magazine
- Panelist for the California Real Estate Journal Multi-Family Roundtable
- Panelist for the BOMA Conference
- Panelist for UCLA Multi-Housing Forecast Conference
- Panelist for Apartment 2005 Conference by Real Estate Media
- Keynote Speaker for NCREIF Conference
- Guest Speaker for LAMA Conference
- Keynote Speaker for the California Apartment Association Conference
- Advisory Board Member for CREW (Commercial Real Estate Women)
2004

- CBRE Colbert Coldwell Circle Award (top 3% nationally)
- Listed as one of “The Top 75 Southern California Brokers” in Real Estate Southern California magazine
- Selected as one of “Southern California’s 2004 Women of Influence” by Real Estate Southern California magazine
- Nominated for the Los Angeles Business Journal “2004 Women Making A Difference” Award
- Featured article in Apartment Professional magazine entitled “Trailblazer: Laurie Lustig-Bower”
- Guest Speaker on KFWB News 980 - September 14, 2004
- Guest Speaker on KPCC 89.3 “Talk of the City” broadcast - July 7, 2004
- Panelist for California Real Estate Journal Multi-Family Roundtable - December 2004
- Panelist for Apartments 2004 Conference by R.E.C.G.
- Panelist for UCLA Multi-Housing Forecast Conference
- Keynote Speaker for Southern California Appraisal Institute’s Apartment Market Seminar
- Advisory Board Member for Anderson School UCLA

2003

- CBRE Colbert Coldwell Circle Award (top 3% nationally)
- Promoted to Executive Vice President, a title shared with only 30 other sales professionals companywide
- CBRE Number 10 broker in the nation
- Listed as one of “Southern California’s Most Powerful Real Estate Women” in Real Estate Southern California magazine
- Listed as one of “The Top 60 Southern California Brokers” in Real Estate Southern California magazine
- Contributing writer for Real Estate Southern California magazine
- Panelist for Apartments 2003 Conference by R.E.C.G.
- Panelist for California Real Estate Journal Multifamily Roundtable
- Panelist for ULI/UCLA Ziman Center Case Study Seminar
- Advisory Board Member for “Multi Housing Forum” magazine
- Advisory Board Member for Anderson School UCLA
- Board of Directors member – CBRE Women’s Network

2002

- CBRE Colbert Coldwell Circle Award (top 3% nationally)
- CBRE Number 7 Broker in the Nation
- Listed as one of “The Most Influential Women in Real Estate” in Real Estate Southern California magazine
- Nominated for the Los Angeles Business Journal “2002 Women Who Make a Difference”
- Panelist for ULI/UCLA Ziman Center Case Study Seminar
- Panelist for UCLA Multi-Housing Forecast Conference
- Board of Directors member – CBRE Women’s Network

2001

- CBRE Colbert Coldwell Circle Award (top 3% nationally)
- CBRE Number 3 Broker in the Nation
Listed as one of "The Most Powerful Women in Real Estate" in Real Estate Southern California magazine
Nominated for the Los Angeles Business Journal "2001 Top Multi-Housing Broker of the Year Award"
Nominated for the Los Angeles Business Journal "2001 Woman of the Year Award"
Panelist for Apartments 2001 Conference by R.E.C.G.
Panelist for UCLA Multi-Housing Forecast Conference
Board of Director's member – CBRE Women's Network

2000

CBRE Colbert Coldwell Circle Award (top 3% nationally)
CBRE Number 5 Broker in the Nation
Runner up for the Los Angeles Business Journal "2000 Top Multi-Housing Broker of the Year Award"
Voted by her peers in the Beverly Hills/Century City Office of CBRE for the "Salesperson of The Year Award" in 2000, which is based upon the highest level of ethics and integrity
Listed as one of "The Hot List Brokers in Southern California" in Southern California Real Estate magazine
Panelist for UCLA Multi-Housing Forecast Conference
Founding member and Board of Directors member – CBRE Women's Network

1999

Runner-Up for the Los Angeles Business Journal "1999 Top Multi-Housing Broker of the Year Award"
CBRE Number 2 Broker in the Regional Division
Listed by the Los Angeles Business Journal as one of the "25 Key Women in Commercial Real Estate"

1998

CBRE Colbert Coldwell Circle Award (top 3% nationally)
CBRE "Multi-Housing Director's Cup Award" for market leadership and dominance
CBRE Number 1 Broker in the Western Division
CBRE Number 3 Broker in the Nation
Nominated for the Los Angeles Business Journal "1998 Top Multi-Housing Broker of the Year Award"
Panel Speaker for UCLA Multi-Housing Forecast Conference

PRIOR YEARS

Nominated for the Los Angeles Business Journal "1997 Woman of the Year Award"
CBRE Number 5 Broker for the Regional Division in 1997
CBRE Number 2 Broker in the Regional Division in 1996
Presented with "The 1995 Top Multi-Housing Broker Of The Year Award" by the Los Angeles Business Journal
CBRE Number 1 Broker in the Western Division in 1995
CBRE Number 3 Broker in the Nation in 1995
CBRE Colbert Coldwell Circle Award (top 3% nationally) in 1995

Further history of accomplishments available.

Ms. Lustig-Bower graduated with honors from USC with a Bachelor's Degree in Business Administration. In addition to all her professional accomplishments, Ms.
Lustig-Bower is also the mother of an eight-year-old daughter named Katherine. Her daughter serves as a daily inspiration to create an environment where women and men have an equal opportunity to succeed in business. As a testament to her commitment to helping women excel, Ms. Lustig-Bower is a founding member of the CBRE's Women's Network and has served on its Board of Directors for several years. The goal of the Women's Network is to help women succeed in commercial real estate through recruiting, mentoring, training, networking and career development programs. Ms. Lustig-Bower has also served for many years on the Advisory Board of Directors for CREW (Commercial Real Estate Women-Los Angeles). Through her work with the Women's Network and with CREW, Ms. Lustig-Bower has been and continues to be a great mentor and role model for women in the commercial real estate industry.
Investment Properties Los Angeles Multifamily

Serving Multifamily Investors Throughout the Greater Los Angeles Area

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In the Past 7 Years Alone, Laurie Lustig-Bower and Her Team Have Handled Approximately Over $7 Billion of Multifamily Properties

Team Overview

With over 90 years of combined experience, Laurie Lustig-Bower and her team are annually rated one of the top teams in the United States. The team is committed to serving multifamily property investors and satisfying their unique needs in acquiring and selling apartment buildings, condominium conversions/reversions, and land to develop apartment buildings or condominium communities in the greater Los Angeles area.

The team is composed of seven highly focused and skilled professionals who possess expertise in the sales of multi-housing properties. They have handled over $7 billion in multi-housing properties in the past seven years alone, by creating value through strategy, intellectual capital and a unique, comprehensive 11-step marketing process.

CBRE is one of the world’s leading commercial real estate firms. Our 29,000 employees in over 400 offices across 58 countries complete more successful transactions each year than any other firm in the world. We provide a one-stop shop for real estate services which include investment property sales, leasing and management, corporate services, mortgage banking, investment management, appraisal/valuation, research and consulting to owners, investors, and occupiers of all property types.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: March 19, 2015

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of First Amendment to Agreement for Use of Santa Susana Railroad Depot Extending the Term of Use by the Rancho Simi Foundation from December 31, 2015 to December 31, 2020

SUMMARY

The District and the Rancho Simi Foundation (the “Foundation”) have a long-standing agreement that allows for the development and display of the District’s historic Depot as a museum and miniature model railroad display, and that allows use of parts of the building for events, gatherings, birthday parties, HOA meetings, and more. The Foundation and its’ many volunteers have donated countless hours making improvements to both the interior and exterior of the Depot. They have installed a train order pole, semaphores, phone booth, photos, train display case, target signal light, 1928 Chevrolet Stake Bed farm truck, and much more.

The Foundation and its volunteers also maintain a Depot web site and a building security video camera monitoring system, conduct fundraising events like the annual swap meet, hold special events including Santa Claus and Depot anniversary celebrations, maintain compliance with the District’s background check process for volunteers, provide accounting support for after school club fundraising efforts and the AV Memorial Wall event and provide tours of the facility to thousands of people.

This list is not meant to be exhaustive, just demonstrative of the very successful partnership between the District and the Foundation which allows people with a special interest in railroads and history to donate their time and effort in ways that are rewarding to themselves and to the larger community. For these and other reasons staff recommends the existing agreement be extended for an additional 5-year period with no recommended wording changes requested by either the Foundation or District staff.
RECOMMENDED BOARD ACTION

Staff recommends the Board approve the First Amendment to Agreement for Use of Santa Susana Railroad Depot Extending the Term of Use by the Rancho Simi Foundation from December 31, 2015 to December 31, 2020

Larry Peterson
District Manager
FIRST AMENDMENT TO AGREEMENT FOR USE OF SANTA SUSANA RAILROAD DEPOT

This First Amendment to the Agreement For The Use of Santa Susana Railroad Depot ("First Amendment") is entered by and between the Rancho Simi Recreation and Park District ("District") and the Rancho Simi Foundation, a tax exempt, nonprofit organization ("Foundation") effective as of the date signed by the last party to sign this First Amendment.

1. On February 3, 2005, the District and Foundation entered into an Agreement For The Use of Santa Susana Railroad Depot ("Agreement").

2. Paragraph 12 of the Agreement provided for a term from January 1, 2005 to December 31, 2015 and further provided that the agreement could be extended by written agreement between the parties and approved by the District’s Board of Directors.

3. The District and Foundation have determined that an extension of the Agreement by 5 (five) years would be in the best interests of the parties and the residents of the District.

4. The District and Foundation hereby agree that the term of the Agreement is hereby extended from December 31, 2015 to December 31, 2020.

5. Except as amended by this First Amendment, all other terms of the Agreement shall remain in full force and effect.

This First Amendment is hereby approved by the District and Foundation.

RANCHO SIMI RECREATION AND PARK DISTRICT

By ________________________________
Chair of the Board of Directors

Date: ________________________________

RANCHO SIMI FOUNDATION

By ________________________________
Signature
Print Name and Title: ________________________________

Date: ________________________________
AGREEMENT FOR THE USE OF SANTA SUSANA RAILROAD DEPOT

This agreement is made and entered into the date hereinafter set forth by and between the RANCHO SIMI RECREATION AND PARK DISTRICT, a public Recreation and Park District of Ventura County, California, hereinafter referred to as “District”, and the RANCHO SIMI FOUNDATION, a tax exempt, nonprofit organization with a primary purpose to the District to establish, maintain, and provide recreation and park facilities and programs for the benefit of residents of the Rancho Simi Recreation and Park District, hereinafter referred to as “Foundation”. For and in consideration of their mutual promises, obligations assumed, releases given, authorizations given, and the other considerations contained herein, the parties hereto agree as follows:

Factual Background and Purpose: The District is a California Recreation and Park District established and operating under the provisions of the California Public Resources Code responsible for providing park and recreational facilities and services within the territorial limits of the District. The District is the owner of the Santa Susana Railroad Depot (hereinafter referred to as “Depot”) and the real property upon which the Depot is situated at the District’s Santa Susana Park. The Depot has been relocated to Santa Susana Park from its prior location near the intersection of Tapo Street and Los Angeles Avenue in the Simi Valley so that the Depot may be used more effectively for recreational purposes. The Foundation is a tax exempt, nonprofit, charitable organization consisting of the Foundation and its divisions and committees (including but not limited to the Santa Susana Railroad Historical Society, Friends of the Depot and Rancho Simi Trailblazers) which has worked with the District over a period of many years in providing recreational opportunities to residents of the District and enhancing the recreational programs of the District. The Foundation has been working cooperatively with the District and meeting its obligations to provide for the public’s use and enjoyment of the Depot through display and education on the Depot, its railway, history and community uses and railway safety. The Foundation and its members have assured the District that they are committed to the continued development and use of the Depot not only in terms of interest and support but also in terms of contribution of labor and financial support. This Agreement will set forth in a formal manner the understandings of the District and the Foundation for the continued restoration, improvement and maintenance of the Depot and for its current and subsequent use.

2. Foundation and District Responsibilities: The District shall be responsible for all exterior maintenance including all exterior lighting for the parking area and Depot. The District shall be responsible for maintenance of the East Room, wash rooms and second floor and for the hiring, supervision and firing of the caretaker. The District will be responsible for determining the duties of the caretaker, will solicit feedback from the Foundation in creating them and will give the Foundation a copy of the Caretaker Agreement. The Foundation shall be responsible for interior maintenance of all other areas of the Depot and of the Museum and Model Railroad equipment and materials. The District shall be responsible for exterior maintenance of the Depot. The Foundation shall be required to obtain written approval from the District’s General Manager before making any improvements or modifications to either the interior or exterior of the Depot and to the surrounding area. Minor improvements or modifications may be made without approval. The District shall inform the Foundation of any planned significant changes for the exterior or interior of the Depot and surrounding area. The District may re-key any and all locks at its discretion. The District shall issue keys to up to 10 Foundation Board members giving access to all areas of the Building except the caretaker’s quarters, and
the Foundation board may in turn issue up to 10 keys to the Directors of the Santa Susana Railroad Historical Society for access to the Freight Shed and bathrooms to allow them to meet their obligations to the Foundation. Names and addresses of all key holders will be reported to the Parks and updated as they change. District staff may ask for identification of the key holder when the Depot is open. The District may also issue keys to other such persons as the District deems appropriate, and will do so in such a way to ensure the reasonable safety and security of the areas of the Depot that are used by the Foundation. The Foundation will be issued at least one key, which may be used by the Foundation, to the waste storage containers in the Park. The District reserves the right to deny the issuance of a key to any person. No key shall be duplicated. In the event that keys or copies of keys are found in the possession of unauthorized individuals the Foundation agrees to pay for the costs associated with re-keying the Depot, if re-keying the entire facility is deemed necessary by the District. The Foundation is not responsible for re-keying costs for keys copied from those issued by the District to persons other than the Foundation or the Santa Susana Railroad Historical Society. The District’s caretaker will not be responsible for opening the Model Train Club room for Model Train Club members except on special occasions by prearrangement through the District’s facilities reservation process. The District shall be responsible for maintaining all utilities to the Depot and for external security in keeping with the District’s policy for their other properties.

3. **Use of Building Areas:** All improvements and modifications of the Depot shall be made in a manner which will be consistent with the objectives of providing residents a recreational facility dedicated to the history and safety of railroading and related usages. Current and planned usages are as follows: First, the second floor of the Depot is used as living quarters by the resident caretaker, who shall be an employee of the District, and shall receive use of the second floor and utility service in exchange for performing certain District assigned duties at the Depot and at Santa Susana Park. The District may, however, at its sole option, change the use of this area of the Depot to any purpose of its choice. The Depot is currently restored to its original appearance when the building was in use as a railroad depot, with exhibits. The waiting room is situated in the far west side of the building. It will be used by the Foundation as part of the extended Museum area, with items and photographs to educationally illustrate the Depot’s purpose, environment and railway safety. The Waiting Room will be maintained in such a manner as to permit special exhibits and photographs reminiscent of the history of the Depot. This room will be available for public use and rental by the District for special events and/or exhibits in accordance with the District’s facility use permit process. The District will coordinate such use with the Foundation. All uses of this room, including by the Foundation, must be approved in advance by the District. The Foundation is allowed to hang photographs, posters, and other small exhibits on the walls of this room provided they complement the theme of the Depot. Any larger or more significant displays shall be approved of in writing in advance by the General Manager of the District. The Foundation may not use this room for storage. The ticket room/station master’s office, situated immediately east of the waiting room, is and shall continue to be a museum exhibit area, which is restored to an approximation of its original appearance when the Depot was in use as a railroad depot to allow the Public and other visitors to understand the purpose of the railway and its tools/artifacts. A portion of this room may be used to house souvenir items for sale to
visitors to the Depot. Any such sales are sales made by the Foundation, and the Foundation shall comply with all applicable laws and tax reporting requirements in relation thereto. The baggage room situated immediately east of the ticket room/station master’s office is and shall continue to be used as a storage area and workshop by the Foundation. The original freight room and warehouse area houses a model railroad track layout depicting Simi Valley and other portions of the coastal route from Los Angeles northward during the period of 1940 through the 1970’s or other era as approved by the Foundation. This portion of the building is and shall continue to be maintained and operated by the Foundation as a public, nonprofit museum. Finally, the East Room, which is situated at the easterly end of the Depot, will be used as a multipurpose community meeting room. This room will be available for public use and rental by the District in accordance with the District’s facility use permit process (all uses of this room, including use by the Foundation, shall be approved in advance by the District). The Foundation is allowed to hang photographs, posters, and other small exhibits on the walls of this room provided they complement the theme of the Depot. Any larger or more significant displays shall be approved of in writing in advance by the General Manager of the District. The Foundation may not use this room for storage.

4. **Manner of Operation and Use of Depot:** The Foundation shall have primary use and control over the freight room, warehouse area, and ticket room/station master’s office of the Depot which shall be maintained and operated by the Foundation as a public, nonprofit museum containing a railroad track layout. The Foundation and its volunteers may use these areas of the Depot at any reasonable time to undertake activities to meet the responsibilities covered under this agreement and/or operate/exhibit the model railroad. Only key holders described above and District staff may open the Depot and are responsible to ensure reasonable security and safety of the property and items thereon and to ensure that the Depot is locked and secured when the activity is completed. The Depot must be locked at all times that it is not occupied. The Foundation, the District, and all visitors to the Depot shall share use of the rest rooms. The District shall exclusively determine use of the East Room, and shall allow the Foundation to use all rooms without cost provided that no approved District event or activity is scheduled through the District’s facilities use permit process or covered herein. The District shall have exclusive use of the second floor. A facilities use permit is required for special events and activities for which the general public is invited (and not otherwise covered herein) and for reservation of the East Room and Waiting Room. If disputes arise between the Foundation and employees and representatives of the District with regard to the allocation of use and control over the various parts of the Depot, the disputes shall be presented to the General Manager of the District. Any decision of the General Manager may be appealed to the Board of Directors. In such event, the decision of the Board of Directors of the District with regard to such disputes shall be final, and the Foundation shall comply with the decisions of the District’s Board of Directors. Pursuant to the general operational plan set forth above, specific areas of the Depot shall be used in the following manner:

a. Use of the west/waiting room shall be as outlined in section 3 above.

b. The ticket room/station master’s office shall be used as a museum and educational
area by the Foundation. The Foundation has restored this area to approximately what similar Depot stations looked like during operation. During such times as the museum is open to the public (see item "d." below), the ticket room/station master’s office will be used as a public exhibit area. A portion of the ticket room/station master’s office may be used for the housing, display, and sale of souvenir items to visitors to the Depot. Any such sales by the Foundation shall be in accordance with applicable law and the requirements of the relevant taxing authorities.

c. The baggage room shall be used for storage and workshop purposes by the Foundation.

d. The freight room/warehouse area shall be used by the Foundation which shall operate and maintain a model railroad track layout depicting Simi Valley and other portions of the coastal route from Los Angeles northward. The Foundation will open the museum and freight room/warehouse to host the public every Saturday and Sunday, except on national holidays, from 1:00 p.m. to 4:00 p.m. The Foundation shall also open the museum and freight room/warehouse to field trips by schools and other organizations by special arrangement, and given the volunteer nature of the Foundation, such showings may require reasonable advance notice to coordinate. Workshops and meeting use by the Foundation may occur at other times by District permit.

e. The East Room will be used as a multipurpose community meeting room available to the public or the Foundation (the Foundation may not sub-lease) pursuant to the District’s facilities use permit process. This room may be used by the Foundation without charge either by reservation through the District’s facilities use permit process or on an ad hoc basis if the room is not in use or otherwise reserved at the time. When used on an ad hoc basis, the room will be used only for a few hours and left as found. The Foundation intends to work with the District towards an agreement whereby the East Room could be used on occasion to temporarily host an easily removable and modular railroad exhibit as an extension to that in the Freight Room and thereby increase the public’s enjoyment of the Depot and its railway heritage. If such a mutual agreement comes to pass, this specific use will be the subject of a separate written agreement.

f. The District shall use the second floor of the Depot for such purposes, as it deems appropriate. The second floor of the Depot is currently being used as living quarters by the resident caretaker, who shall be an employee of the District, and shall receive use of the second floor and utility services in exchange for performing certain District assigned duties at the Depot and Santa Susana Park.

5. Maintenance of Depot: Ongoing maintenance and repair of the Depot shall be accomplished in accordance with the provisions of this paragraph. The Foundation shall be fully responsible for and pay all costs associated with the maintenance, cleaning, and upkeep of the freight room warehouse/museum area, baggage room-storage room, the ticket room/station master’s office, and all museum exhibits. The Foundation shall also be responsible for and pay all costs associated with the maintenance, cleaning, and
upkeep of historical exhibits placed at the Depot by the Foundation. The District shall be responsible for all other maintenance, cleaning, and upkeep of the Depot. Further, the District shall be responsible for maintenance and upkeep of the building and grounds immediately surrounding the Depot and the improvements and landscaping placed on the grounds. The District and the Foundation shall advise each other of the manner in which they will perform their maintenance, cleaning, and upkeep responsibilities and coordinate such work with each other to minimize interference with activities scheduled by the other party at the Depot. If the Foundation fails to perform its responsibilities for on-going maintenance, cleaning, and upkeep of the areas for which it is responsible, the District may, at its option, provide such services. In such event, all expenses incurred by the District in providing such services shall be reimbursed to the District by the Foundation within sixty (60) days after a claim for reimbursement for such expenditures has been submitted to the Foundation.

6. **Utilities:** The District shall pay for all water, sewer, gas, and electrical services provided to the Depot, including that portion of those services which facilitates use of the Depot by the Foundation. The District shall provide such telephone services at the Depot as may be required for its use and/or public safety at the District’s determination. Similarly, the Foundation shall provide such telephone service at the Depot as may be required for its use. The District shall provide trash removal services required at the Depot. The Foundation shall be required to regularly clean-up and remove the trash from the areas for which it is responsible under the terms of this Agreement, and place that trash into District provided receptacles.

7. **Fund Raising by the Foundation:** The Foundation shall be free to conduct such fund raising activities as may be necessary or desirable to pay expenses incurred by the Foundation in meeting its continuing responsibility for maintenance, improvement, use, cleaning, and upkeep of the portions of the Depot for which it has a continuing responsibility. The Foundation shall also be free to solicit donations of materials, supplies, labor, technical services, and architectural and engineering services required for repairs or improvements to the Depot. Requirement for approval by the District is as described elsewhere within this document. Fundraisers and other special events conducted by the Foundation at the Depot shall be approved by the District at least thirty (30) days prior to the promotion and scheduling of the event. The District and Foundation will attempt to resolve any scheduling conflicts, however, the District shall have final approval of all intended events, and the dates and times of those events. In addition, the Foundation may sell souvenirs and merchandise at the Depot for fund raising purposes. All money earned by the Foundation through its public fund raising efforts at the Depot and Santa Susana Park, and sales of souvenirs and merchandise at the Depot and Santa Susana Park shall be used by the Foundation for the repair, restoration, improvement, or maintenance of the Depot and its exhibits, unless otherwise agreed to by the District in writing. The District will include the Depot in its overall public awareness activities. The Foundation shall submit to the District, on an annual basis in the 1st quarter of the year a financial report detailing all Foundation revenues and expenses.

8. **Ownership of Depot and Property Located at Depot:** The Depot and the grounds surrounding the Depot shall remain the property of the District, and the Foundation shall
acquire neither ownership rights nor title to the Depot or grounds by virtue of the repair, restoration, improvements, or maintenance installed or performed by the Foundation pursuant to this Agreement. Personal property and fixtures placed on the premises by the Foundation, including furniture, office equipment, track layout, memorabilia, exhibits, supplies, artifacts, and its inventory of souvenirs and merchandise shall remain the property of the Foundation or lender, and the District shall acquire no rights to same. The rights of the Foundation with regard to the Depot shall be solely the rights to repair, restore, improve, maintain, and use portions of the Depot pursuant to the specific provisions of this Agreement. All modifications, except fixtures placed on the premises by the Foundation, to the Depot building itself resulting from repairs, restoration, and improvements constructed or installed at the Depot by the Foundation shall immediately become part of the real property, and shall be the property of the District.

9. **Fire and Casualty Loss Insurance:** The Foundation shall maintain fire and casualty loss insurance on all personal property that is placed into the Depot by the Foundation or into the Depot at the Foundation's request and/or with the Foundation's approval, and all insurance proceeds paid as a result of damage to or loss of such personal property shall be payable to the Foundation. The Foundation shall be solely responsible to direct appropriate insurance proceeds to the rightful owners of any such personal property. The Foundation shall supply evidence of adequate insurance coverage to the District on an annual basis. The District will not provide insurance on any of the personal property located within the Depot, and the Foundation agrees to indemnify and hold harmless the District, its Board of Directors, officers, agents, and employees from and against any and all claims, demands, causes of action, suits, and other damages, costs, and expenses arising out of or resulting from any loss or damage to the personal property. The Foundation shall also indemnify and hold harmless the District from any and all orders, judgments and decrees which may be entered in such suits or actions. The District shall maintain fire and casualty loss insurance on the Depot itself, and on all additions and improvements to the Depot, and all insurance benefits paid as a result of damage to or loss of the Depot, or any part of the Depot, shall be the property of the District. The District may use such insurance proceeds to repair and restore the Depot to its condition prior to such casualty loss, but it shall have no obligation to do so. The District shall be free to use such insurance proceeds in its sole discretion. It is anticipated, however, that if fire or casualty loss results in only minor damage to the Depot, and if that loss is covered by insurance, the District will use such insurance proceeds to repair and restore the Depot to its prior condition.

10. **Liability Insurance:** The District shall insure the Depot and surrounding area in the same manner the District insures its community and neighborhood parks.

11. **Workers Compensation Insurance:** The Foundation shall report quarterly to the District the following information: the names of all volunteers, the total hours those volunteers worked during the quarter, and a brief description of the work performed. That report shall be provided to the District annually on August 1st. These Volunteers will be covered under the District’s Workers Compensation program. The District shall supply this information to its worker’s compensation insurance provider and/or administrator. All members of the Foundation, its subdivisions and committees must be
volunteers of the District unless agreed in writing between the District and the Foundation.

12. **Terms of Agreement:** Except as subsequently provided in this paragraph, this Agreement shall be for a term commencing January 1, 2005 and continuing until December 31, 2015. The term of this agreement may be extended by written agreement between the parties, and approved by the District’s Board of Directors. The parties recognize that the capabilities and the interests of the Foundation may change during the term of this agreement. The parties also recognize that the needs of the District for recreational facilities and programs may change during the term of this agreement. Accordingly, this agreement may be terminated by either party upon six (6) months written notice to the other party of its intention to terminate this agreement. When written notice of termination is given by one party to the other party, this Agreement and the rights and obligations of the parties to each other under it shall terminate six (6) months after such notice of termination has been given and served by one party on the other party. This Agreement may also be terminated by either party in the event the other party fails to perform the obligations assumed by it under this Agreement. In the event of such default, the party seeking to terminate this Agreement shall give the defaulting party written notice and explanation of the defaulting party’s failure of performance under this Agreement. Following receipt of such notice, the defaulting party shall have a period of thirty (30) days within which to correct said default and to perform its obligations under this Agreement. If the defaulting party fails to perform its obligations pursuant to this Agreement within said thirty (30) day period, this Agreement shall terminate at the conclusion of said thirty (30) day period. After the termination of this Agreement, neither party shall have any further obligations to the other party.

13. **Notices:** All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, or other communications under this Agreement by either party to the other shall be in writing and they shall be either personally delivered or sent by mail to the other party at the following addresses:

   **For the District:**
   General Manager
   Rancho Simi Recreation and Park District
   1692 Sycamore Drive
   Simi Valley, Ca, 93065

   **For the Foundation:**
   To the Depot address and to the home addresses of the current President, Vice-President and Secretary of the Foundation.

14. **Administration of Agreement:** Designated representatives of both the District and the Foundation will meet on a regular basis at the District’s administrative offices located at 1692 Sycamore Drive, Simi Valley, California at mutually agreed times and dates that permit Foundation Directors to attend, accommodating the volunteer nature of the positions. The General Manager of the District, or its designee, shall be the District’s
representative with regard to the administration of this Agreement, the District’s interpretation of this Agreement, and the coordination of the party’s rights and responsibilities under this Agreement. The General Manager, or its designee, may grant such approvals, waivers, and extensions of time as may be necessary or desirable to carry out the intent of this agreement. Further, the General Manager, or its designee, shall be responsible for supervision of work and activities on behalf of the District and for scheduling of work, activities, and use of the Deport on behalf of the District.

15. **Time of Essence:** Time is of the essence of this agreement.

This agreement is made and entered into on **Feb. 7** , 2005 in Simi Valley, Ventura County, California

RANCHO SIMI RECREATION AND PARK DISTRICT

By: [Signature] General Manager, as authorized by Chairman of the Board of Directors, and Directors on 2/7/05

RANCHO SIMI FOUNDATION

By: [Signature] President
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