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 19, 2015

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-Time Employee of the Month for March 2015 to Dennis Hemenway
   B. Presentation of the 2014 Volunteer of the Year Award to Curt Osterhoudt

VI. CONSENT AGENDA**
   A. Approval of Check Register: 3/20/15 (payroll)

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

VII. CONTINUED BUSINESS
   None

VIII. NEW BUSINESS
   A. Interviews by Board of Directors of Applicants Interested in Serving on the Oak Park – Park and Recreation Planning Committee
   Oral

   B. Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas

   C. Approval of Agreement with Stantec Consulting Services, Inc. for Engineering and Surveying Services for the Arroyo Simi Greenway Phase 2 Project

   D. Approval of Offer to Sell Surplus Property

IX. WRITTEN COMMUNICATIONS
X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. 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

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 Employees Association (“Bargaining Unit”)

C. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiator: District Manager

Employee Organization: Unrepresented Employees

D. 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
E. 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 93065
MARCH 19, 2015, 6:30 P.M.

AGENDA
ITEM

I. CALLED TO ORDER: 6:31 p.m.

PLEDGE OF ALLEGIANCE: Led by Director O’Brien

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

Staff: Nikki Davy, Tracy Engel, Doug Gale, Karen Garber, Danielle June, Karen Kalsman, Stan Kalsman, Jeannie Liss, Gregory Murphy, Wayne Nakaoka, Theresa Pennington, Larry Peterson, Brian Reed, Cyndi Richards, Robin Walker

Guests: Josie Hirsch

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

Josie Hirsh, Nottingham Festival Organizer, spoke to Rancho Simi Recreation and Park District acquiring land on Bennett Road, for the sole purpose of having a year round event location. Chair Freeman shared that Rancho Simi Recreation and Park District had previously considered and ruled out this location for various reasons including SOAR, and County Zoning limitations.

IV. APPROVAL OF MINUTES:

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

ACTION: Director Cavanaugh moved to approve the Minutes of the Regular Meeting of March 5, 2015; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Minutes of the Special Meeting – March 12, 2015

ACTION: Director Cavanaugh moved to approve the Minutes of the Special Meeting of March 12, 2015; Chair Freeman seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-Time Employee of the Month for February 2015 to Stan Kalsman 35-15-e

Business & Accounting Supervisor reviewed Stan Kalsman’s nomination. Chair Freeman presented Stan with the Employee of the Month award and congratulated him on behalf of the Board. Stan thanked the Board and expressed how happy he was with the recognition.
Minutes, Page 2, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, March 19, 2015

(B) Presentation of the New Volunteer Software System (Oral)

Danielle June, Jeannie Liss and Cyndi Richards gave a presentation to the Board on the new Volunteer software by Cervis which was installed in June, 2014. The new software allows staff to handle all volunteer requests online, eliminating the hours of manual entering and contacting of volunteers.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 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 Park Project 7-15-b

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

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

No action was taken by the Board.

VIII. NEW BUSINESS:

(A) Approval of Resolution Rescinding Policy 8-200 regarding Disposition of Surplus Real Property 84-15-a

Legal Counsel summarized existing District Policy and related Government Code provisions, and the explained the procedures the District must follow in order to sell surplus property.

ACTION: Director Johnson moved to Approve Resolution No. 1901 Rescinding Policy 8-200 regarding Disposition of Surplus Real Property; Director O’Brien seconded the motion. Motion carried with the following roll-call vote:

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

(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

District Manager explained that the District’s property located at 1692 Sycamore Drive is zoned high density residential, and stated it would most logically be developed for residential in the event the Board determined the sale of it to be appropriate. Laurie Lustig Bower has many years of experience in this specific type of property and is well qualified to represent the District in this regard. Chair Freeman questioned the obligation to pay a commission in the event an option to purchase the property is granted, and also expressed her opinion that the agreement should be modified to indicate that the for-sale sign requirement be stricken.
ACTION: Vice Chair Hostetler moved to approve the retention of CBRE, Inc., Laurie Lustig-Bower, as Broker and Authorization to the District Manager to Sign Exclusive Sales Listing Agreement after amendment of paragraph 8 removing the requirement a for-sale sign be placed onto the property, Schedule of Sale Commissions, and Disclosure Regarding Real Estate Agency Relationship Documents; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(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 123A-15-a

ACTION: Director Johnson moved to 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; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

IX. WRITTEN COMMUNICATIONS:
None.

X. REPORTS BY BOARD MEMBERS:

Director Johnson attended the Golf Committee meeting and suggested Board Members review the 3 pages of prepared minutes as there was a considerable amount of business conducted. Chair Freeman asked a question about the installation of a patio at Sinaloa Golf Course and stated her opinion an outdoor seating area should be installed without waiting for additional construction at the course. Golf Course Manager Reed indicated a seating area with more comfortable chairs would be installed on a surface such as wood chips to create a demarcation of the area from the adjacent grass, and stated that if the results of the additional area were positive then perhaps a more robust structure could be built.

Director Johnson attended a one day CRPD meeting. Both Director Johnson and Vice Chair Hostetler are up for re-election and RSRPD has been nominated for two awards, Challenger field and the Arroyo Project.

Director Johnson attended the Soccer Foundation Meeting and members raised an issue with the portable goals being moved so they are not available for practice sessions. Director Johnson suggested chaining up the goals when not in use to prevent damage to them and the fields.

Director Johnson also discussed the condition of fields four and five, they are in bad shape for this time of year and the addition of club teams means they are more heavily used. Director Johnson asked about the plans to renovate those fields. Director of Planning and Maintenance Nakaoka stated that a field renovation approach and schedule has been prepared and will be implemented.

Director O’Brien attended two CSDA conference calls, one for the Fiscal Committee and one for the Audit Committee.

Director O’Brien visited the Adventist School to view the new demonstration garden being installed.
Director O’Brien has been approached by two people inquiring about installing solar panels in District parks. District Manager stated that current efforts were focused on reducing electricity usage where applicable by installing LED bulbs in the existing walkway and parking lot light fixtures.

Director Cavanaugh attended the Soccer Foundation meeting and mentioned that there was an increase in participation and they voted for annual dues of $500 to now be charging for parking which would help fund additional lighting installations.

Director Cavanaugh attended the Police Foundation dinner.

Director Cavanaugh attended Coffee Morning with School Trustees Blough and Daniels and City Council Judge Mashburn. An item discussed was the grandfathered group of remote control airplane flyers being pushed out of the park by non-residents. District Manager clarified that anyone with remote control airplane may use soccer field 4 and 5 for that activity when there are no soccer players present, and that the conflict has traditionally been between soccer players and flyers.

Vice Chair Hostetler asked for an update on renovation of the Knolls Station. Director of Planning and Maintenance provided a status report on the efforts, and reminded the Board that the effort is largely being undertaken by District staff members when their schedules permit, in order to keep the costs of the project down. Staff is projecting a completion date of August, but noted that there can be delays due to unexpected circumstances.

Vice Chair Hostetler attended the Golf Committee meeting.

Chair Freeman did not have any Committee meetings this period.

XI. REPORT BY DISTRICT MANAGER:

District Manager mentioned the Simi Valley Adult School cancelled their classes at the Senior Center and now these instructors are transitioning to Rancho Simi Recreation and Park District. We are extending terms to independent contractors on an 85/15 plan, which will be phased down over a period of time. The School District owns some of the equipment used by the ceramic classes, and the Council on Aging and Park District may be able to partner to replace any equipment removed by the School District.

The Chair called a Closed Session at 8:00 p.m.

The Chair reconvened the meeting at 8:20 p.m.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Amy Manche

Agency Claimed Against: Rancho Simi Recreation and Park District

Chair Freeman indicated that direction was given to staff on item XII.(A).
(B) Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and Park District Middle Management Association

Chair Freeman indicated Item XII.(B) is being continued.

(C) Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and Park District Employees Association ("Bargaining Unit")

Chair Freeman indicated Item XII.(C) is being continued.

(D) Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager
Employee Organization: Unrepresented Employees

Report and Instructions to Staff Regarding Price and Terms of Payment

Chair Freeman indicated Item XII.(C) is being continued.

(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 Parties: Larry Peterson, District Manager

Negotiating Parties: Tepco, Ltd., and Delphi Business Properties, Inc.

Under Negotiation: Price and Terms of Payment

Chair Freeman indicated no reportable action occurred with respect to Item XII.(E).
(F)  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 Number: 626-0-231-285
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 indicated no reportable action occurred with respect to Item XII.(F).

XIII. ADJOURNMENT: Vice Chair Hostetler moved to adjourn the meeting at 8:22 pm; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

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

Date: April 2, 2015
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for March, 2015 to Dennis Hemenway

FULL-TIME EMPLOYEE OF THE MONTH FOR FEBRUARY, 2014
The District’s full-time employee of the month for March, 2015 is Dennis Hemenway. Dennis started working for the District part time in March, 2010 and became full time in June, 2011. He works as a Groundskeeper I and is part of the East Crew. This is the first time Dennis has won Employee of the Month.

NOMINATION NARRATION
The person who nominated Dennis had this to say about him, “I’ve known this person for 2 years and he is a person of good character. He is generous, kind, honest, hard-working and I trust him. This individual’s first job at the District consisted of being a “Shovel for all full-time staff,” since he was initially a part-timer. As tradition has it, these guys are given select jobs to see if they can handle the position. Since there are over 45 developed park sites, sometimes this was a challenge, but this person was never deterred. Later we found out that this person had other talents, so he quickly found himself involved with other departments, doing jobs like “dry walling” the caretakers residence at the Equestrian Center which is a trade’s skill. Sometime during his employment he managed to demonstrate carpentry skills as well. So he was volunteered to rebuild a few old and falling apart kiosks like the Tapo Canyon Trail kiosk and the 3 Eagle Scout kiosk projects inside of Corriganville, just to name a few he has refurbished. This person demonstrates personal work ethic in doing all he can to help out other departments within the Park District. An example of this is after his regular shift was over, he began a new shift working for the buildings department when he did all the dry wall inside the Board room, which everyone is probably using tonight. Of course this modest person would never want you to know that, so I’m compelled to let all of you know this and also to tell you what a pleasure it has been to work with this person on the East End Crew.

If this unique individual is selected to be the employee of the month, I’m sure he will probably use the day off he receives to do a favor for someone. That’s just the type of person he is. He is known to help the Girl Scouts with cookie sales, the School District with their recycling for the classroom, the Boy Scouts with their jamboree and since his wife will be the new president of the PTA he will get volunteered for many other things, which he will willingly do.

This person is no longer a “Shovel.” He is now a full time employee with all the respect of those lucky enough to work with him.
RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: April 2, 2015

To: District Manager

From: Volunteer Coordinator

Re: Presentation of the 2014 Volunteer of the Year Award to Curt Osterhoudt

BACKGROUND

Each year, the Volunteer office selects one volunteer to receive the Volunteer of the Year Award. Past winners include:

1997  Jennilyn Kirkpatrick
1998  Ken Garges
1999  Marcie Kraft
2000  Szu Farrell
2001  Arlene Altshuler
2002  Alice Thompson-Balen
2003  Rosalinda Bernardino
2004  Donald Schmidt
2005  Dr. Michael Kuhn
2006  Kathy Blakeman
2007  Joel Mueller
2008  Tom Bergh
2009  Margarita Voges with her team from ARC
2010  Caroline McNally
2011  Dr. Michael Kuhn
2012  Naia Danko
2013  Rebecca Albarran

Each volunteer contributed his or her time and talent to improve the District and its mission of serving the public. At the April 2, 2015, board meeting the 2014 Volunteer of the Year recipient will be announced.

VOLUNTEER OF THE YEAR 2014

Volunteers have been selected to receive the Volunteer of the Year award for many reasons. Sometimes it is for the tremendous number of hours the person volunteered in a year, sometimes it is for a significant impact the volunteer made, and other times it is for their many years of dedicated service.

The Volunteer of the Year for 2014 has volunteered over 4000 hours of service since starting with the Park District in 2001. Their dedication to the Santa Susana Depot and Museum is considered invaluable to the Depot's Museum Director. Over the past thirteen years, this volunteer has worked nearly every Saturday.
The person who nominated this volunteer had this to say, this volunteer is extremely knowledgeable about the history of railroads and the daily operations that took place at the depots. With that knowledge, this volunteer takes the visitors back in time, giving presentations on the railroad, and the Corriganville Movie ranch history. Because of their commitment and enthusiasm, this volunteer is very well liked and is often asked for by name.

This volunteer began visiting the Depot in 2000, coming in to see the railroad model room progress and soon realizing that a museum was being created as well. It didn’t take long for this volunteer to become the right hand volunteer for the Depot’s Director. This person’s dedication takes them beyond the limits of a normal volunteer. The hours put into pulling weeds, raking rocks, painting the 1929 pickup, and assisting in building the motor shed, goes beyond the normal limits of volunteering.

This volunteer exemplifies everything we want and need volunteers to be. In addition to volunteering at the Depot this person has also gone to assisted-living facilities, senior citizens centers, and to women’s organizations to give museum presentations. Any task that has been asked of this volunteer has been meet with 100% dedication and acceptance.

Please join me in congratulating Curt Osterhoudt on receiving the 2014 Volunteer of the Year Award.

Jeannie Liss
Volunteer Coordinator
THIS PAGE IS BLANK
DATE: April 2, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas

Background and Overview:

Each year the Park District is responsible for performing weed abatement and brush clearance services on properties owned by the Park District that are adjacent to private residential homes and developments. These areas are commonly referred to as “Fuel Modification Zones”. These fuel modification zones typically extend 100 feet beyond all habitable buildings and structures.

Last year was the first year that the Park District combined and publicly bid the Simi Valley and Oak Park weed abatement service contract as one comprehensive bid package. Included in the bid package was an expanded scope-of-work for the Oak Park area to accommodate requests made by the Ventura County Fire Protection District. Even with the increased scope-of-work, the Park District had an aggregate cost savings of $2,873.00 over the previous year’s weed abatement contract ($38,617.00 for FY 2013-14 compared to $41,490.00 for FY 2012-13).

This year, staff will be once again be combining the Simi Valley and Oak Park weed abatement service contract into one comprehensive bid package, as well as incorporating additional brush clearance for the open space areas in Oak Park.

Fiscal Impact:

Adequate funds have been earmarked in the FY 2014-15 Fiscal Budget under the General Fund for Simi Valley (Fund 10) and the Oak Park Special Zone Tax Fund (Fund 70) to complete this work.

Board Action Requested:

That the Board authorize the Solicitation of Bids for Weed Abatement Services at Various District Parks and Open Space Areas.

Wayne Nakaoka
Director Planning and Maintenance

WN: hjm
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 2, 2015
TO: District Manager
FROM: Director of Planning and Maintenance
SUBJECT: Approval of Agreement with Stantec Consulting Services, Inc. for Engineering and Surveying Services for the Arroyo Simi Greenway Phase 2 Project.

Background and Overview:

With the completion of the Phase 1 improvements for the Arroyo Simi Greenway Project, staff is now ready to proceed with the preparation of construction and engineering drawings for the Phase 2 portion of the Arroyo Simi Greenway Project.

Phase 2 of the Arroyo Simi Greenway project includes the construction of two new paved trail sections totaling 1.67 miles. One section extends from Erringer Road westward to First Street (1.04 miles), and the second section extends from Madera Road westward to Stargaze Place (0.63 miles). The project also includes the construction of three new trail entries (two on the west side of Madera Road and one at Stargaze Place) and three new signalized trail/street crossings parallel to the Arroyo Simi Channel at Royal Avenue, Sycamore Drive, and Erringer Road. In addition, identification/directional signage, park benches, trash receptacles, and educational interpreative exhibits will be installed along the newly paved trail sections.

In November of 2012, the Park District was awarded $886,642.00 by the California Natural Resource Agency through its second-round California Rivers Parkways Grant Program for the construction of the Arroyo Simi Greenway Phase 2 project. On January 2, 2014, a grant contract was executed with the State of California.

The total estimated design and construction cost of Phase 2 is $1,261,200.00. Funding for this project will include the California Rivers Parkways Grant Program award of $886,642.00, matching funds from the Park District ($181,558.00) and the City of Simi Valley ($150,000.00), and local in-kind donations ($43,000.00).

Staff obtained a proposal from Stantec Consulting Services (formerly Penfield and Smith) to prepare the engineering and construction plans for the Phase 2 project. Typically, the aerial photogrammetric layout and topographic mapping are supplied by the Park District under separate contract. However, for this project, staff requested that Stantec include both of these items in their proposal.
Staff is recommending that the Board approve the attached agreement with Stantec Consulting Services for the preparation of the construction plans and specifications for the Arroyo Simi Greenway Phase 2 project in the amount of $107,000.00 ($105,500.00 plus $1,500.00 for reimbursables). Penfield and Smith (now Stantec) was the Park District’s civil engineering consultant for the Arroyo Simi Greenway Phase 1 project.

**Fiscal Impact:**

Adequate funds have been earmarked in this year’s Fiscal Budget (2014-15) under the Grants Fund (Fund 90) in the amount of $193,921.00 to complete this work.

**Board Action Requested:**

That the Board approve the Agreement with Stantec Consulting Services, Inc. for Engineering and Surveying Services for the Arroyo Simi Greenway Phase 2 Project.

Wayne Nakaoka  
Director Planning and Maintenance

WN:bjm
AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND STANTEC CONSULTING SERVICES, INC. FOR THE ARROYO SIMI GREENWAY PHASE 2 PROJECT
AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND STANTEC CONSULTING SERVICES, INC. FOR THE ARROYO SIMI GREENWAY PHASE 2 PROJECT

This AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES ("Agreement") effective as of _________________, 2015 ("Effective Date"), is by and between the Rancho Simi Recreation and Park District ("District") and Stantec Consulting Services, Inc. ("Consultant").

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

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.

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

2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel and Compensation"), which is made a part of this Agreement.

2.4 Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subconsultant(s), if any, listed in Exhibit B to perform the services required under this Agreement. Consultant shall notify District and obtain District's written approval with respect to any changes in key personnel prior to the performance of any services by replacement personnel.

2.5 Consultant must obtain District's prior written approval before utilizing any subconsultant(s) to perform any services under this Agreement. This written approval must include the identity of the subconsultant(s) and the terms of compensation.

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

Section 3. **Additional Services and Changes in Services.**

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

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

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

Section 4. **Familiarity with Services and Site.**

4.1 By executing this Agreement, Consultant represents that Consultant:

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

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

(c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

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

4.2 If services involve work upon any site, Consultant represents that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant’s own risk until written instructions are received from District.
Section 5. **Compensation and Payment.**

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

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

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

5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will cause Consultant to be paid within 30 days of receipt of Consultant’s invoice.

5.5 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant.

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

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

(a) Consultant furnishes proof of insurance as required under Exhibit C;

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

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

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

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

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

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

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

Section 8. Cooperation by District.

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

Section 9. Project Documents.

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

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


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

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

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

Section 11. Status of Consultant.

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

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

11.3 Neither Consultant, nor any of Consultant’s officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District’s employees. Consultant expressly waives any claim to any such rights or benefits.
Section 12. **Compliance with Applicable Laws.**

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

Section 13. **Nondiscrimination.**

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

Section 14. **Unauthorized Aliens.**

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

Section 15. **Conflicts of Interest.**

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

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

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

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

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

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

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

Section 17. Indemnification.

17.1 Consultant shall indemnify, defend, protect and hold harmless District from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which District may suffer or incur or to which District may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or willfully wrongful acts or omissions of Consultant, its officers, employees, or agents committed in performing any services under this Agreement.

17.2 If any action or proceeding is brought against District by reason of any of the matters against which Consultant has agreed to indemnify District as provided above, Consultant, upon notice from District, shall defend District at Consultant's expense, such acceptance not to be unreasonably withheld. District need not have first paid for any of the matters to which District is entitled to indemnification in order to be so indemnified.

17.3 For the purposes of this section, "District" includes District's officers, officials, employees, agents and volunteers.
17.4 The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant’s obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

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

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

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

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

Section 18. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District’s designated representative.

Section 19. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of District. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
Section 20. **Termination of Agreement.**

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

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

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

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

Section 21. **Default.**

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

Section 22. **Notices.**

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

**To District:**
Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065
Attention: Douglas Duran, Landscape Designer

Telephone No. 805.584.4480
Fax No. 805.526.7648
Email: douglas@rsrpd.us

**To Consultant:**
Stantec Consulting Services, Inc.
1327 Del Norte Road, Suite 200
Camarillo, CA 93010
Attention: Glen H. Pace, Principal Engineer

Telephone No.: 805.981.0706
Fax: 805.981.0251
Email: glen.pace@stantec.com
22.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

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

Section 23. General Provisions.

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

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

23.3 Entire Agreement. This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

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

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

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

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

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

23.9 Venue. In the event of litigation between the parties, venue will be in the Ventura County Superior Court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

RANCHO SIMI RECREATION AND PARK DISTRICT

________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

________________________
Brian A. Pierik, District Counsel

CONSULTANT: STANTEC CONSULTING SERVICES, INC.

By________________________
   Glen H. Pace, Principal Engineer
   RCE 61468
EXHIBIT A
SCOPE OF SERVICES
ENGINEERING AND SURVEYING SERVICES
ARROYO SIMI GREENWAY PHASE 2 PROJECT

Consultant shall provide engineering and surveying services for the final design of the Arroyo Simi Greenway Phase 2 project. Rancho Simi Recreation and Park District (RSRPD) in conjunction with the City of Simi Valley and the Ventura County Watershed Protection District (VCWPD) would like to continue the paved pedestrian and bicycle path along the south side of the Arroyo Simi. The proposed project will be approximately 1.67 miles located from Erringer Road west to First Street and from Madera Road west to Stargaze Place. Improvements will consist of a paved pedestrian & bicycle path and associated fencing, gates, interpretive signs, benches and drainage improvements. Additional entry improvements including gates, fencing and other amenities will be included near Madera Road, Sequoia Avenue and Erringer Road. Some of these entry improvements were designed as part of Phase 1 and will be updated as necessary to be incorporated into the Phase 2 plan set.

Since the project will be constructed almost entirely inside the VCWPD right-of-way the plans will be prepared in accordance with the District's standards and will be submitted to them as the primary reviewing agency. Any work that will occur inside the City of Simi Valley right-of-way will require City review. Per VCWPD Phase I requirements the construction drawings will include both plan and profile of the pavement improvements along with typical sections, survey control, construction notes and proposed grading. Since no topographic survey work has been completed to date for Phase 2 an aerial survey along with ground shots will be required for the entire alignment in order to complete the design.

THE SCOPE OF WORK & SERVICES WILL OCCUR IN FOUR MAJOR TASKS AS FOLLOWS:

Task 1 – Aerial Topographic Mapping & Supplemental Basemapping

1a. Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping.

1b. Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 40 feet, with a one foot contour interval as an AutoCAD drawing file.

1c. Perform field survey to locate visible surface features within the proposed path alignment related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Supplemental surveys will include ground surveys directly along the proposed path alignment to identify existing drainage patterns/features and top of bank.
1d. Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.

1e. Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.

1f. Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.25 feet or better (each pixel will represent a quarter of a foot on the ground) suitable for plotting at a scale of 1" = 40'. Images will be inserted into the AutoCAD base map drawing.

1g. Perform existing utility research and mapping; compile record information and prepare the existing utility basemap to be overlaid onto the design drawing set.

1h. Perform project management & quality control during basemapping phase.

Deliverables (electronic): Stantec Consulting Services will provide AutoCAD drawing files via email, CD/DVD, or posting to our FTP site for this project. We will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 24" x 36" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

**Task 2 – 75% Final Design**

2a. Review project requirements with RSRPD.

2b. Perform site walk to observe existing site conditions and verify design development intent.

2c. Prepare hydraulic calculations and design to size drainage facilities proposed with this project, e.g. drain pipe crossings at V-ditches.

2d. Prepare structural calculations and design for entrance gate sign foundations and gates. Structural design will be prepared in accordance with 2013 California Building Code.

2e. Prepare Improvement Plan set; plans will generally follow the VCWPD standards and format. Plan & profile sheets will be prepared for the entire length of the new asphalt path.

2f. Prepare Special Provisions to be included with the project specifications. Special Provisions will generally follow the VCWPD standards and format. It is our understanding that RSRPD will prepare the front-end specifications and compile the complete bid package.

2g. Prepare engineer's estimate of probable cost for improvements included on the plans.

2h. Perform project management & quality control during design phases; submit 75% deliverable package to RSRPD for processing.

2i. Coordinate Landscape improvement elements such as interpretive signs, benches, boulders, etc. with the RSPRD staff.
Task 3 – 100% Final Design

3a. Review 75% agency plan check comments.

3b. Coordinate comments and questions with review agencies. P&S will attend one (1) meeting with VCWPD staff to review comments from the 75% submittal.

3c. Revise Plans, Special Provisions, Estimates, and engineering calculations; submit 100% deliverable package to RSRPD for approvals and bidding.

Task 4 – Bidding Phase

Provide assistance to RSRPD during the bidding period by answering Contractors questions and preparation of addenda (if required). It is anticipated our assistance will be minor.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees, cost of bonds and taxes.

2. Permit or plan processing services. It is assumed that all processing will be done by RSRPD staff.

3. Title Company reports, services and fees.

4. Geotechnical study or reporting. We recommend that RSRPD retain a Geotechnical Engineer for the soils investigation of the proposed foundations. If RSRPD does not wish to pursue Geotechnical Reporting, then foundation design can be based on conservative soil design values presented in the CBC.

5. Underground utility potholing or detection.

6. Testing, coring, or excavations of any kind.

7. Landscape or irrigation design.

8. Electrical engineering or design.

9. Hydraulic analysis or design of VCWPD channel.

10. Storm Water Pollution Prevention Plan or Dewatering Plan.

11. Construction staking; boundary, right of way, and/or easement establishment surveying, including setting monuments or filing maps or record of any kind.

12. Construction Administration, Management, or Inspection services; a separate proposal will can be submitted upon request.

13. Services by consultants other than Stantec Consulting Services except aerial photogrammetrist.
EXHIBIT A
PENFIELD & SMITH, NOW STANTEC CONSULTING SERVICES
BILLING RATES EFFECTIVE JANUARY 1, 2015

Engineering
Engineering Technician ........................................... $89
Associate Technician ................................................ 98
Senior Technician .................................................. 110
Designer ................................................................. 133
Senior Designer ....................................................... 144
Assistant Engineer I .................................................. 110
Assistant Engineer II .................................................. 133
Associate Engineer .................................................. 153
Senior Engineer I ...................................................... 168
Senior Engineer II ..................................................... 178
Principal Engineer .................................................... 198

Geomatics (Surveying & Mapping)
Surveying Technician ............................................. $110
Surveying Associate ............................................... 150
Senior Surveyor ..................................................... 176
Principal Surveyor ................................................... 198

One-Man Survey Crew ............................................ $180
   Prevailing Wage .................................................. 210
Two-Man Survey Crew ............................................. 250
   Prevailing Wage .................................................. 285

Planning
Assistant Planner .................................................... 115
Associate Planner ................................................... 135
Senior Planner I ...................................................... 157
Senior Planner II ..................................................... 167
Principal Planner .................................................... 187

Construction Management
Construction Technician ........................................... $98
Assistant Construction Manager ............................... 133
Associate Construction Manager .............................. 153
Senior Construction Manager I ................................. 168
Senior Construction Manager II ................................. 178
Principal Construction Manager ............................... 198

Construction Inspector ............................................ $127
Senior Construction Inspector ................................. 133

General
Technical/Clerical Support ........................................ $75
Dry Utility Coordinator ............................................ 157
Special Consultant .................................................. 221
(Principal with specialized skills in engineering, geomatics or planning)

Expert Witness/Deposition Rates
Court appearance – flat fee $3,300/day
Depositions - $400/hour including travel time
Supplementary work – 1.5 times the regular rate

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate
Out-of-town Survey Crew Travel = 1/2 times regular rate
Outside Consultant .................................................. Cost + 15%
Reimbursable Expenses ........................................... Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Stantec reserves the right to make adjustments at any time.
EXHIBIT B
KEY PERSONNEL AND COMPENSATION

1. Consultant's designated representative(s) who is/are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is/are: Glen H. Pace.

2. Total compensation under this Agreement, including reimbursement for actual expenses, shall not exceed: $105,500 plus an additional $1,500 (estimated) for reimbursables.

3. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Consultant as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Consultant's Exhibit "A," Stantec Billing Rates Effective January 1, 2015," which follows.
EXHIBIT C

INSURANCE

A. General Requirements. Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory Requirement</td>
</tr>
</tbody>
</table>

B. Commercial General Liability Insurance. This policy must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis.

C. Business Automobile Insurance. Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms subject to the written approval of District.

D. Consultant Liability Insurance. Consultant liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made basis" if not available. When coverage is provided on a "claims made basis," Consultant will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover Consultant for all claims made by District arising out of any errors or omissions of Consultant or its officers, employees or agents during the time this Agreement was in effect.

E. Workers Compensation. Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than $1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. Additional Insureds. Commercial General Liability Insurance policy must provide that District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one of the insureds will not reduce or avoid coverage to the other insureds.

G. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of $50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with
respect to District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by District.

I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the District Attorney. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive District's right to require compliance.

J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.

K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.

L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to District evidencing this waiver of subrogation rights.

M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTER OFFICE MEMORANDUM

DATE: April 2, 2015
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Offer to Sell Surplus Property

SUMMARY

The surplus property provisions within the Government Code require property identified for potential sale, in this instance 1692 Sycamore Drive, Simi Valley, California, to first be offered to several agencies in the area for their consideration. See attached proposed Offer to Sell Surplus Property. These agencies will then have a 60 day period to express an interest in purchasing this property. If an agency expresses an interest in purchasing this property during the initial 60 day period, the parties would then have an additional 90 day period to engage in good faith negotiations to determine whether or not a mutually satisfactory sales price for the property can be reached. If no interest in the property is received in the first 60 day period the District would be free to dispose of the property without further regard to the surplus property provisions in the Government Code, except that there must be compliance with Government Code Section 54233. That Section deals with affordable housing units in the instance of a subsequent residential development on the property. See attached.

RECOMMENDATION

Staff recommends the Board approve the attached Offer to Sell Surplus Property and authorize the District Manager to sign and send it to the agencies listed upon it. This action does not mandate a subsequent sale or a pre-determined price, it triggers the process for consideration of the property by other agencies that may be interested in purchasing it.

Larry Peterson
District Manager
April 3, 2015

City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

Area I Housing Authority of Ventura County
1400 West Hillcrest Drive
Newbury Park, CA 91320

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

OFFER TO SELL SURPLUS PROPERTY

This offer is being sent to you pursuant to the provisions of Government Code Sections § 54220 to 54233, copy of said Sections is enclosed with this letter.

The Rancho Simi Recreation and Park District (“District”) hereby offers to sell the following property (“Property”), as shown on the attached maps.

LOCATION: 1692 Sycamore Drive, Simi Valley, CA 93065

APN: 642-0-231-285, 642-0-231-295, 642-0-280-075,
642-0-280-085, 642-0-280-095

PROPERTY TYPE: Multi-Family Residential

IMPROVEMENTS: Various structures in support of District’s maintenance, administration and recreation facilities, including BMX track

SIZE: 13.23± acres

PRESENT ZONING: 95±% of property zoned RH (Residential High Density),
5±% of property zoned RM (Residential Medium Density)

GENERAL PLAN: Community Park
If you are interested in purchasing this Property, then please notify the undersigned in writing of your intent to purchase within sixty (60) days of your receipt of this notice. If the District does not receive written notice from any of the above listed entities within the sixty (60) day time period, then the Property may be disposed of by the District without further regard to the surplus property provisions in Government Code except that there must be compliance with Government Code Section 54233.

If the District does receive written notice from any of the above listed entities within the sixty (60) day time period, then District will participate in good faith negotiations for a period ninety (90) days with those entities who submitted written notice to determine whether there can be reached a mutually satisfactory sales price for the property. If the price or terms regarding the sale of the property cannot be agreed upon within ninety (90) days, then District may dispose of the property without further regard to the surplus property provisions in Government Code § 54220 et seq. provided that the requirements in Government Code § 54233 are met.

The District does not guarantee the accuracy of the above information regarding the property. Any entity interested in purchasing the property is urged to do its own due diligence with respect to the property.

If you are not interested in purchasing the property, then District appreciates written notification of any such non-interest as soon as possible.

Your notices of interest, or non-interest, should be sent to attention of Larry Peterson by mail to Rancho Simi Recreation and Park District, 1692 Sycamore Drive, Simi Valley, CA 93065 or by email to: larry@rsrpd.us.

Thank you for your cooperation.

Larry Peterson, District Manager
Rancho Simi Park and Recreation District
Government Code
Title 5. Local Agencies
Division 2. Cities, Counties, and Other Agencies
Part 1. Powers and Duties Common to Cities, Counties, and Other Agencies
Chapter 5. Property
Article 8. Surplus Land

§ 54220. Legislative declarations; availability of housing sites for low and moderate income persons; availability for park and recreation or open-space purposes; clustering of housing and commercial development

(a) The Legislature reaffirms its declaration that housing is of vital statewide importance to the health, safety, and welfare of the residents of this state and that provision of a decent home and a suitable living environment for every Californian is a priority of the highest order. The Legislature further declares that there is a shortage of sites available for housing for persons and families of low and moderate income and that surplus government land, prior to disposition, should be made available for that purpose.

(b) The Legislature reaffirms its belief that there is an identifiable deficiency in the amount of land available for recreational purposes and that surplus land, prior to disposition, should be made available for park and recreation purposes or for open-space purposes. This article shall not apply to surplus residential property as defined in Section 54236.

(c) The Legislature reaffirms its declaration of the importance of appropriate planning and development near transit stations, to encourage the clustering of housing and commercial development around such stations. Studies of transit ridership in California indicate that a higher percentage of persons who live or work within walking distance of major transit stations utilize the transit system more than those living elsewhere, and that lower income households are more likely to use transit when living near a major transit station than higher income households. The sale or lease of surplus land at less than fair market value to facilitate the creation of affordable housing near transit is consistent with goals and objectives to achieve optimal transportation use. The Legislature also notes that the Federal Transit Administration gives priority for funding of rail transit proposals to areas that are implementing higher-density, mixed-use, and affordable development near major transit stations.
§ 54221. Definitions

(a) As used in this article, the term "local agency" means every city, whether organized under general law or by charter, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property.

(b) As used in this article, the term "surplus land" means land owned by any local agency, that is determined to be no longer necessary for the agency's use, except property being held by the agency for the purpose of exchange.

(c) As used in this article, the term "open-space purposes" means the use of land for public recreation, enjoyment of scenic beauty, or conservation or use of natural resources.

(d) As used in this article, the term "persons and families of low or moderate income" means the same as provided under Section 50093 of the Health and Safety Code.

(e) As used in this article, the term "exempt surplus land" means either of the following:

(1) Surplus land that is transferred pursuant to Section 25539.4.

(2) Surplus land that is (A) less than 5,000 square feet in area, (B) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, or (C) has no record access and is less than 10,000 square feet in area; and is not contiguous to land owned by a state or local agency that is used for park, recreational, open-space, or low- and moderate-income housing purposes and is located neither within an enterprise zone pursuant to Section 7073 nor a designated program area as defined in Section 7082. If the surplus land is not sold to an owner of contiguous land, it is not considered exempt surplus land and is subject to this article.

(f) Notwithstanding subdivision (e), the following properties are not considered exempt surplus land and are subject to this article:

(1) Lands within the coastal zone.

(2) Lands within 1,000 yards of a historical unit of the State Parks System.

(3) Lands within 1,000 yards of any property that has been listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places.

(4) Lands within the Lake Tahoe region as defined in Section 66905.5.
§ 54222. Offer to sell or lease property

Any local agency disposing of surplus land shall send, prior to disposing of that property, a written offer to sell or lease the property as follows:

(a) A written offer to sell or lease for the purpose of developing low- and moderate-income housing shall be sent to any local public entity, as defined in Section 50079 of the Health and Safety Code, within whose jurisdiction the surplus land is located. Housing sponsors, as defined by Section 50074 of the Health and Safety Code, shall be sent, upon written request, a written offer to sell or lease surplus land for the purpose of developing low- and moderate-income housing. All notices shall be sent by first-class mail and shall include the location and a description of the property. With respect to any offer to purchase or lease pursuant to this subdivision, priority shall be given to development of the land to provide affordable housing for lower income elderly or disabled persons or households, and other lower income households.

(b) A written offer to sell or lease for park and recreational purposes or open-space purposes shall be sent:

1. To any park or recreation department of any city within which the land may be situated.
2. To any park or recreation department of the county within which the land is situated.
3. To any regional park authority having jurisdiction within the area in which the land is situated.
4. To the State Resources Agency or any agency that may succeed to its powers.

(c) A written offer to sell or lease land suitable for school facilities construction or use by a school district for open-space purposes shall be sent to any school district in whose jurisdiction the land is located.

(d) A written offer to sell or lease for enterprise zone purposes any surplus property in an area designated as an enterprise zone pursuant to Section 7073 shall be sent to the nonprofit neighborhood enterprise association corporation in that zone.

(e) A written offer to sell or lease for the purpose of developing property located within an infill opportunity zone designated pursuant to Section 65088.4 or within an area covered by a transit village plan adopted pursuant to the Transit Village Development Planning Act of 1994 (Article 8.5 (commencing with Section 65460) of Chapter 3 of Division 1 of Title 7) shall be sent to any county, city, city and county, community redevelopment agency, public transportation agency, or housing authority within whose jurisdiction the surplus land is located.

(f) The entity or association desiring to purchase or lease the surplus land for any of the purposes authorized by this section shall notify in writing the disposing agency of its intent to purchase or lease the land within 60 days after receipt of the agency's notification of intent to sell the land.
§ 54222.3. Disposal of exempt surplus land by State or local agencies
Section 54222 shall not apply to the disposal of exempt surplus land as defined in Section 54221 by an agency of the state or any local agency.

§ 54222.5. Availability of units at affordable housing cost; requirements; recordation; violation of covenant or restriction
An entity proposing to use the surplus land for developing low- and moderate-income housing shall agree to make available not less than 25 percent of the total number of units developed on the parcels at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the surplus land at the time of sale, which shall run with the land and shall be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the following:
(a) The local agency that disposed of the property.
(b) A resident of a unit subject to this section.
(c) A residents association with members who reside in units subject to this section.
(d) A former resident of a unit subject to this section who last resided in that unit.
(e) An applicant seeking to enforce the covenants or restrictions for a particular unit that is subject to this section, if the applicant conforms to all of the following:
(1) Is of low or moderate income, as defined in Section 50093 of the Health and Safety Code.
(2) Is able and willing to occupy that particular unit.
(3) Was denied occupancy of that particular unit due to an alleged breach of a covenant or restriction implementing this section.
(f) A person on an affordable housing waiting list who is of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and who is able and willing to occupy a unit subject to this section.
§ 54223. Negotiations to determine sales price or lease terms; failure to agree on price or terms

After the disposing agency has received notice from the entity desiring to purchase or lease the land, the disposing agency and the entity shall enter into good faith negotiations to determine a mutually satisfactory sales price or lease terms. If the price or terms cannot be agreed upon after a good faith negotiation period of not less than 90 days, the land may be disposed of without further regard to this article, except that Section 54233 shall apply.

§ 54224. Effect of article on reconveyance of land to housing developer for development of low- and moderate-income housing

Nothing in this article shall preclude a local agency, housing authority, or redevelopment agency which purchases land from a disposing agency pursuant to this article from reconveying the land to a nonprofit or for-profit housing developer for development of low- and moderate-income housing as authorized under other provisions of law.

§ 54225. Contract of sale or sale by trust deed; payment period

Any public agency selling surplus land to an entity described in Section 54222 for park or recreation purposes, for open-space purposes, for school purposes, or for low- and moderate-income housing purposes may provide for a payment period of up to 20 years in any contract of sale or sale by trust deed for the land. The payment period for surplus land sold for housing for persons and families of low and moderate income may exceed 20 years, but the payment period shall not exceed the term that the land is required to be used for low- or moderate-income housing.

§ 54226. Application of article

This article shall not be interpreted to limit the power of any local agency to sell or lease surplus land at fair market value or at less than fair market value, and any such sale or lease at or less than fair market value consistent with this article shall not be construed as inconsistent with an agency's purpose. No provision of this article shall be applied when it conflicts with any other provision of statutory law.
§ 54227. Offers of purchase or lease from more than one entity; priority consideration

(a) In the event that any local agency disposing of surplus land receives offers for the purchase or lease of that land from more than one of the entities to which notice and an opportunity to purchase or lease shall be given pursuant to this article, the local agency shall give first priority to the entity that agrees to use the site for housing that meets the requirements of Section 54222.5. If the local agency receives offers from more than one entity that agrees to meet the requirements of Section 54222.5, then the local agency shall give priority to the entity that proposes to provide the greatest number of units that meet the requirements of Section 54222.5 at the deepest level of affordability.

(b) Notwithstanding subdivision (a), first priority shall be given to an entity that agrees to use the site for park or recreational purposes if the land being offered is already being used and will continue to be used for park or recreational purposes, or if the land is designated for park and recreational use in the local general plan and will be developed for that purpose.

§ 54230. Central inventory of surplus governmental property in county
The board of supervisors of any county may establish a central inventory of all surplus governmental property located in such county.

§ 54230.5. Noncompliance with article; validity of transfer or conveyance
The failure by a local agency to comply with this article shall not invalidate the transfer or conveyance of real property to a purchaser or encumbrancer for value.

§ 54231. Public park and recreational use; land acquired for highway purposes
Land acquired by a local agency for highway purposes through the expenditure of funds allocated pursuant to Chapter 3 (commencing with Section 2100) of Division 3 of the Streets and Highways Code may be retained by the local agency, or transferred to another local agency, for public park and recreational purposes if the land is no longer necessary for highway purposes, and if the local agency having jurisdiction over such land determines that the use of such land for public park and recreational purposes is the highest and best use of the land.
§ 54232. Development for public park and recreational purposes; use; time; reversion
Land retained or transferred for public park and recreational purposes pursuant to Section 54231 shall be developed within 10 years, and shall be used for at least 25 years, following such retention or transfer for such purposes in accordance with the general plan for the city or county in which the land is located. Otherwise, the land shall be sold by the local agency, and the funds received from the sale shall be used for highway purposes. If the land originally had been transferred for such purposes, it shall revert to the original acquiring local agency for such sale.

§ 54233. Disposition of surplus land for the development of 10 or more residential units; required percentage of units offered at affordable housing cost
If the local agency does not agree to price and terms with an entity to which notice and an opportunity to purchase or lease are given pursuant to this article and disposes of the surplus land to an entity that uses the property for the development of 10 or more residential units, the entity or a successor-in-interest shall provide not less than 16 percent of the total number of units developed on the parcels at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the surplus land prior to land use entitlement of the project, and the covenant or restriction shall run with the land and shall be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5.
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