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 – April 16, 2015

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
A. Presentation of the Full-Time Employee of the Month for April 2015 to Paul Friedeborn
B. Presentation of the Part-Time Employee of the Month for April 2015 to Teresa Moore

VI. CONSENT AGENDA**
A. Approval of Check Registers: 4/17/15 (payroll); 4/15/15 (payables)

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

VII. CONTINUED BUSINESS
None

VIII. NEW BUSINESS
A. Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas

B. Approval of Resolution Modifying District Policy Manual, Chapter 2 Personnel: Section 2-2300 Regarding Park Ranger Range Qualification and Firearms Qualification Procedures

C. Discussion and Possible Approval of an Agreement by the District to Purchase Property Located at 4201 Guardian Street in Simi Valley

D. Continued Review and Discussion Regarding Guidelines for Operation of Oak Park – Park and Recreation Planning Committee

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.
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA
MAY 7, 2015, 6:30 P.M.

AGENDA ITEM
I. CALLED TO ORDER: 6:35 p.m.
PLEDGE OF ALLEGIANCE: Lcd by Brian Pierik
II. ROLL CALL: Present: Directors O’Brien, Johnson, Cavanaugh, Vice Chair Hostetler, Chair Freeman
Staff: Paul Friedeborn, Karen Garber, Teresa Moore, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Robin Walker
Guests: Adelina Friedeborn, Gino Zarcone

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):
None

IV. APPROVAL OF MINUTES:
(A) Approval of Minutes of the Regular Meeting – April 16, 2015
ACTION: Vice Chair Hostetler moved to Approve the Minutes of the Regular Meeting of April 16, 2015; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:
(A) Presentation of the Full-Time Employee of the Month for April 2015 to Paul Friedeborn 35-15-h
Director of Administration reviewed the nomination. Chair Freeman presented the Employee of the Month award to Paul Friedeborn and said he is a very valuable employee and the District appreciates him very much. She presented him with a Certificate of Recognition from Assembly Member Scott Wilk also, and said this is the first time an Employee of the Month has been recognized by a State legislator. Paul said his staff does a wonderful job and they deserve all the credit, and he thanked everyone for the award. Director of Planning and Maintenance also said he appreciates all that Paul does and commented that he is one of the finest District employees. He added that Paul doesn’t need supervision. He works overtime and also helps at all the special events on his own time. District Manager said Paul plays a critical role at the District and deserves the acknowledgement and credit for a job well done. He keeps his staff’s morale up and sees that they remain productive. Chair Freeman congratulated Paul on behalf of the Board.
(B) Presentation of the Part-Time Employee of the Month for April 2015 to Teresa Moore 35-15-i

Business & Accounting Supervisor reviewed the nomination. Chair Freeman presented Teresa Moore with the Award and congratulated her on behalf of the Board. Teresa also received a Certificate of Recognition from Assembly Member Scott Wilk. Teresa said, "we do what we do and it is just who I am." She said it's nice to be recognized and thanked the District for the award. Director of Administration thanked her for her diligence and doing a great job. She said Teresa handles all the District's payables, and she thinks, and doesn't just rubber stamp things. District Manager said Teresa has worked in many different positions at the District, which includes assisting with sports and at the Senior Center. He thanked her for her versatility with duties and all her efforts. Sr. Maintenance Supervisor Friedeborn said he has appreciated Teresa's willingness to provide him with computer assistance and patiently walk him through the steps.

VI.

CONSENT AGENDA:

(A) Approval of Check Registers: 4/17/15 (payroll); 4/15/15 (payables)

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

VII.

CONTINUED BUSINESS:

None.

Chair Freeman said that New Business Item VIII.(C) will be moved forward on the Agenda to follow Closed Session Item XII.(E).

VIII.

NEW BUSINESS:

(A) Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas 7-15-e

ACTION: Director O'Brien moved to Waive Premier Trees and Landscape's Listing of Addenda A and B on their Form of Proposal as an Inadvertent Clerical Error; Approve Award of Contract to Premier Trees and Landscape in the Amount of $32,500.00 for Weed Abatement Services at Various District Parks and Open Space Areas; and Authorize the District Manager to Execute an Agreement with the Awarded Firm on Behalf of the District and to Amend the Agreement for Project Contingencies in an Amount Not to Exceed Approximately 18.5% of the Contract Award or $6,000.00 for Any Additional Weed Abatement as Recommended by District Staff - the Total Allocation for the Contract is Therefore $38,500.00; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Resolution Modifying District Policy Manual, Chapter 2 Personnel: Section 2-2300 Regarding Park Ranger Range Qualification and Firearms Qualification Procedures 84-15-b

ACTION: Director Johnson moved to Approve Resolution No. 1902 Modifying District Policy Manual, Chapter 2 Personnel: Section 2-2300 Regarding Park Ranger Range Qualification and Firearms Qualification Procedures; Director O'Brien seconded the motion. Motion carried with the following roll-call vote.

AYES: Directors O'Brien, Johnson, Cavanaugh, Hostetler, Freeman

NOES: None

ABSTAIN: None

ABSENT: None
Minutes, Page 3, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, May 7, 2015

(C) Discussion and Possible Approval of an Agreement by the District to Purchase Property Located at 4201 Guardian Street in Simi Valley 196-15-b

This item was moved on the Agenda to follow Closed Session Item XII (E).

(D) Continued Review and Discussion Regarding Guidelines for Operation of Oak Park – Park and Recreation Planning Committee 51K-15-j

The Board discussed the revised draft Guidelines for Operation of Oak Park-Park and Recreation Planning Committee, which included the changes recommended by the Board during their initial review of the Guidelines at the April 16, 2015 Board Meeting. The Board proposed some additional changes, and staff was given direction to incorporate these changes and present a second draft of the revised Guidelines to the Committee to obtain further feedback.

IX. WRITTEN COMMUNICATIONS:
None.

X. REPORTS BY BOARD MEMBERS:

Director Johnson attended a Neighborhood Council #4 meeting.

Director Johnson attended a Santa Monica Mountains Conservancy meeting.

Vice Chair Hostetler did not attend any committee meetings as he had been out of the country.

Director O’Brien attended the Arbor Day Observance that was held on April 25th at 11 a.m. at Rancho Tapo Community Park and said it was excellent. A memorial tree was planted. This event was included in the District’s 6th Annual Community Showcase activities that took place at the Park that day.

Director O’Brien attended a Joint Park District/Historical Society Committee meeting. She said the agenda was similar to the prior meeting’s as the same issues came up and they had to move forward on a few things.

Director O’Brien attended the Simi Valley Hospital Foundation’s Hats Off to Women Luncheon. She said it was a great event, and mentioned some of the District employees who had attended.

Director O’Brien along with Director Cavanaugh, Chair Freeman, and District Manager attended the 59th Conejo Valley Days on May 6th, at which George Lange from Conejo Recreation & Park District was honored as Grand Marshal.

Director O’Brien is the new Treasurer of VCSDA. She said they have been in contact with her during the transition, and she has a scheduled VCSDA conference call on May 8th.

Director Cavanaugh attended the Hats Off to Women event and said it was very nice.

Director Cavanaugh enjoyed the Conejo Valley Days event where George Lange was honored as the Grand Marshal. She said it was very nice that they recognized Rancho Simi Recreation and Park District’s attendance at the event.
Director Cavanaugh said she enjoyed spending April 23-25, 2015 with 248 high school students at the Rotary Clubs’ leadership camp.

Chair Freeman and the District Manager attended a Joint City / School District / Park District Meeting. Some of the items discussed were the School District’s potential move, the District’s Sycamore Drive property and Alamos Canyon, the Simi Valley Police Department’s Equestrian Unit, the State’s new funding formula for schools, and the crossing guards.

Chair Freeman attended a CSDA Board of Directors meeting.

Chair Freeman will be attending CSDA’s Legislative Days in Sacramento.

Chair Freeman attended the Arbor Day event.

Chair Freeman attended a CSDA Legislative Committee meeting and mentioned some of the bills they reviewed.

Chair Freeman showed a Tree City USA flag which the District received at the Arbor Day event. This community received this recognition from the National Arbor Day Foundation.

Director O’Brien and Chair Freeman attended retiree Colleen Janssen’s Grandma shower.

XI.

REPORT BY DISTRICT MANAGER:

District Manager attended a Runkle Park Planning Commission meeting with the Director of Planning and Maintenance and Landscape Designer. He reported that the plan was approved without controversy, and the District will go out to bid in approximately 45 days.

District Manager attended the Community Day event. He said unfortunately the attendance suffered somewhat due to inclement weather, which was unfortunate in light of how much effort staff put into creating the event.

District Manager met with staff and they determined the renovation plans for the soccer fields. There will be a large renovation of Field 1 at Rancho Santa Susana Community Park. That information will be posted on the District’s website in addition to drought restrictions and other related information. Chair Freeman said the Park District is taking a logical approach to the water problem and staff feels we should be able to meet the State’s requirements.

The Chair called a Closed Session at 7:25 p.m.

The Chair reconvened the meeting at 8:35 p.m.

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

Chair Freeman stated there were no reportable actions taken on Items XII. (A) through (E).
The following New Business Item VIII.(C) was moved from earlier on the Agenda.

VIII. (C) Discussion and Possible Approval of an Agreement by the District to Purchase Property Located at 4201 Guardian Street in Simi Valley 196-15-b

ACTION: Director Cavanaugh moved to Approve an Agreement by the District to Purchase Property Located at 4201 Guardian Street in Simi Valley and Authorize the Board Chair to Sign the Purchase Agreement; Vice Chair Hostetler seconded. Motion carried with the following roll-call vote:

AYES: Directors O’Brien, Johnson, Cavanaugh, Hostetler, Freeman
NOES: None
ABSTAIN: None
ABSENT: None

XIII. ADJOURNMENT: Director Johnson moved to adjourn the meeting at 8:37 p.m.; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

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

Date: May 7, 2015

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for April, 2015 to Paul Friedeborn

FULL-TIME EMPLOYEE OF THE MONTH FOR APRIL, 2014
The District’s full-time employee of the month for April, 2015 is Paul Friedeborn. Paul started working for the District July, 1997. He is currently a Senior Grounds Maintenance Supervisor. This is Paul’s fourth award for Employee of the Month. He was also employee of the month in December 1999, April 2005, and March 2009.

NOMINATION NARRATION
The person who nominated Paul had this to say about him, “This employee consistently does an admirable job of managing his crews and taking care of required paperwork, all the while positively interacting with coworkers and subordinates. When changes to paperwork are requested, he accepts the suggestions, and then takes the next step of implementing those recommendations in the future.

This employee has frequently assumed the supervisory responsibility of all the Simi Valley maintenance crews when his co-supervisor has been out due to illness or vacation. During those times he competently and without complaint handles a double workload. He willingly puts in the time needed to get the job done, and can often be found at his desk well past his shift’s official end time.

This supervisor oversees Strathearn Historical Park. Staff there report that he frequently checks in to make sure he is aware of any issues that arise, and he promptly addresses these issues. They say that he is supportive of the projects and programs at the Park; he cooperates with them and gets them what they need, when they need it. For example, he took the lead in selecting and purchasing the plants for a period-authentic garden around the freshly painted Colony House, working with the Caretaker to see the garden planted. And when the Caretaker showed him early photos of how the Pioneer Memory Garden USED to look, he supplied the plants she needed to bring it back to its former glory.

Recently the Historical society asked if the Park District had any wood that could be used for firewood at the upcoming Civil War Encampment. There wasn’t any seasoned wood available, so he went out of his way to get seasoned wood from a supplier.

In addition to supervising the work done at the Historical Park, he and his family show their support for the Park and the Historical society by consistently attending the events and programs.
On top of all this, he contributes to the Community by being a member of the Knights of Columbus. Every Christmas he coordinates collecting toy donations to be distributed to children who otherwise wouldn’t be getting any gifts.

This person is a caring and hard-working team player who goes above and beyond his everyday responsibilities, and he deserves to be recognized as Employee of the Month.”

**BOARD ACTION**
Paul Friedeborn has been invited to attend the May 7, 2015, board meeting to receive a plaque from the board chair. He is also eligible for a day off with pay in the next 60 days.

Karen Garber  
Director of Administration
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: May 7, 2015
To: District Manager
From: Business and Accounting Supervisor
Re: Presentation of the Part-Time Employee of the Month for April 2015 to Teresa Moore

PART-TIME EMPLOYEE OF THE MONTH FOR APRIL 2015

The Part-Time Employee of the Month for April 2015 is Teresa Moore. Teresa has been working for the District for 9 years. She is the Part-Time Accounting Specialist in Administration and also assists in Recreation in various positions. This is Teresa’s second award for Part-Time Employee of the Month.

NOMINATION NARRATION

The person who nominated Teresa had this to say about her: I recently had the pleasure of attending the “Hats off to women” luncheon with a few people from the District; Teresa Moore was one of them. Although I have known Teresa for a few years, it only then occurred to me how many community ties she has. We had the pleasure of meeting and greeting a lot of people that I probably would never have had the pleasure of meeting. Most of which came to our table to say hello to Teresa, and in them doing so it made me think of how much people enjoy just coming to have a chat with her, or get advice from her because she normally has a good point or two to make. I’ve had the pleasure of being at her house and do you know all her son’s and daughter’s friends call her mom? It always makes me want to call her mom, but then I think to myself that would probably be unprofessional. Also, when people meet me at the main office they normally think I’m her daughter anyway.

I want to nominate her because I feel like she is a good employee and an awesome person. She represents the district when she is out in the town. In addition, she has been a part of her children’s PTA program for the past 20 years which is also something to admire, because it shows how much she cares for her community and the children in it. Which I think is what being a district employee is all about. She knows everyone at the District, and can normally tell you exactly where to go to get anything done.
BOARD ACTION

Teresa has been invited to attend the May 7, 2015 board meeting to receive a plaque and a check for $75.00 from the board chair.

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

DATE: May 7, 2015

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas

Background and Overview:

At its meeting of April 2, 2015, the District’s Board of Directors authorized Staff to solicit bids for Weed Abatement Services at Various District Parks and Open Space Areas in Simi Valley and Oak Park, California. This work is required each year and involves performing weed abatement and brush clearance services on properties owned by the Park District that are adjacent to private residential homes and developments.

A Notice Inviting Bids was published in the Ventura County Star on April 12, 2015. A total of 19 contractors received bid packages for the project.

On April 28, 2015, sealed, written bids were received from the following contractors:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Simi Valley Parcels</th>
<th>Oak Park Parcels</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premier Trees &amp; Landscape, Simi Valley, CA</td>
<td>$13,600.00</td>
<td>$18,900.00</td>
<td>$32,500.00</td>
</tr>
<tr>
<td>Oakridge Landscape, Valencia, CA</td>
<td>$19,802.00</td>
<td>$16,953.00</td>
<td>$36,755.00</td>
</tr>
<tr>
<td>International Environmental Corporation, Panorama City, CA</td>
<td>$32,640.00</td>
<td>$24,890.00</td>
<td>$57,530.00</td>
</tr>
<tr>
<td>Venco Western, Inc., Oxnard, CA</td>
<td>$32,414.00</td>
<td>$27,359.00</td>
<td>$59,773.00</td>
</tr>
</tbody>
</table>

The apparent low bidder, Premier Trees and Landscape, was awarded and successfully completed last year’s (FY 2013-14) combined weed abatement service contract for Simi Valley and Oak Park in the amount of $34,015.00, and the District’s weed abatement service contract for Simi Valley in FY 2012-13. This year’s base bid proposal price ($32,500.00) in comparison to last year’s ($34,015.00) for the same scope of work yields a savings of $1,515.00 to the Park District.
At the time of the bid opening, staff noted that there was one error in the form of proposal received from Premier Trees and Landscape. Premier Trees and Landscape mistakenly listed Addenda A and B on their form of proposal when no addenda were actually issued for this project. Since this error does not affect the base bid proposal prices submitted by Premier Trees and Landscape, staff is requesting that the Board waive this minor technicality as an inadvertent clerical error and award a contract to the apparent low bidder, Premier Trees and Landscape, for this year’s weed abatement service contract in the amount of $32,500.00.

**Fiscal Impact:**

Adequate funds are included in the District’s approved *FY 2014-15 Annual Budget* to cover all weed abatement expenses using the following accounts:

1. Simi Valley General Fund (Fund 10) for Grounds Maintenance Contract Services in the amount of $32,015.00.

2. Oak Park Assessment Fund (Fund 30) for Grounds Maintenance Contract Services in the amount of $25,000.00.

**Board Action Requested:**

That the Board:

1. Waive Premier Trees and Landscape’s listing of Addenda A and B on their form of proposal as an inadvertent clerical error.

2. Award a contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, CA to Premier Trees and Landscape in the amount of $32,500.00.

3. Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed approximately 18.5% of the contract award or $6,000.00 for any additional weed abatement as recommended by District staff. The total allocation for the contract is therefore $38,500.00.

Wayne Nakaoka  
Director of Planning and Maintenance

WN:bjm
Agreement with Premier Trees and Landscape for

Weed Abatement Services at Various District Parks and Open Space Areas
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
WEED ABATEMENT SERVICES AT VARIOUS DISTRICT PARKS AND
OPEN SPACE AREAS

THIS AGREEMENT "Agreement" is made and entered into this _____ day of ________________, 2015 by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and PREMIER TREES AND LANDSCAPE, a sole proprietorship, located at 4808 Promenade St., Simi Valley, CA 93063, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before 2:00 P.M. on April 28, 2015, for the following:

Weed Abatement Services at Various District Parks and Open Space Areas

in the City of Simi Valley, California and portions of unincorporated Ventura County, including the community of Oak Park, California, hereinafter called PROJECT.

At the hour of 2:00 P.M. on said date, in the DISTRICT offices, said bids were duly opened.

At its regular meeting held on May 7, 2015, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the Standard Specification for Public Works Construction ("Green Book") currently in effect on the execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.
All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of THIRTY-TWO THOUSAND, FIVE HUNDRED and no/100 DOLLARS ($32,500.00), based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to,
and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within two hundred seventy (270) calendar days after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

Contractor and Subcontractor Registration

Under Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract
Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

**DIR Monitoring and Enforcement**

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

**Job Site Notices**

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

**ARTICLE VIII**

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

To the greatest extent allowed by law, CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR’s work, and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by DISTRICT or the deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a
form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) **Public Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than ONE MILLION DOLLARS ($1,000,000), in which case the aggregate may be ONE MILLION DOLLARS ($1,000,000);
(2) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as “additional insured” on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) NOTICE TO COMMENCE WORK - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

ARTICLE XII

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of FIVE HUNDRED DOLLARS ($500.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day’s delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of FIVE HUNDRED DOLLARS ($500.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

ARTICLE XIII

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT’s General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said
Notice of Completion is recorded, the District Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

SIGNATURES ON FOLLOWING PAGE 9
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the _____ day of __________________, 2015, by their respective officers duly authorized in that behalf.

ATTEST: __________________________________________
Larry Peterson, District Clerk

PREMIER TREES AND LANDSCAPE
A Sole Proprietorship

RANCHO SIMI RECREATION AND PARK
DISTRICT:

by __________________________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

by __________________________________________
President

by __________________________________________
Secretary
Exhibit "A"
RANCHO SIMI RECREATION AND PARK DISTRICT

PROPOSAL

PROJECT:
Weed Abatement Services at Various District Parks and Open Space Areas

PROJECT NO.:
2015-2

LOCATION:
Various Locations throughout Simi Valley and Oak Park, California.

BIDDER:
Premier Trees & Landscape

BID OPENING DATE:
April 28, 2015

TIME:
2:00 P.M.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Gentlemen:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Weed Abatement Services at Various District Parks and Open Space Areas
Simi Valley and Oak Park, California

and after having carefully examined the location of the proposed work, Project Manual (Specifications), and Contract Document Forms for the same and read the accompanying Proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District (Park District).

In submitting this Proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Performance and Payment Bonds, if requested and directed by the Park District.

Bid Proposal
00401-1

BIDDER'S INITIALS MD
3. Within five (5) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement, weather permitting.

BASE BID

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformity with the Project Manual, including specifications, addendums, and other Contract Documents, for the lump sum price of:

Thirty two thousand five hundred Dollars (U.S.)

\( \$32,500.00 \)

UNIT PRICES

All bidders are required by the Park District to submit itemized unit prices for the base bid at the time of the bid opening. This format, including all itemized unit prices, may be used as a basis for Contractor's payments.

Contractor is advised that the unit prices may be used in the determination of the lowest responsible/responsive bidder. Unreasonable prices may result in rejection of the entire bid proposal.

All unit prices shall include all labor, materials, taxes, and incidentals necessary to complete the item.

Bidders are advised that the total sum of all of the unit prices should equal the lump sum total for the base bid.

ITEMIZED UNIT PRICES

1. Simi Valley Parcels – Lump sum price to complete all aspects of the project's scope-of-work for the Simi Valley Area (See Appendix "A”).

Thirteen thousand six hundred Dollars (U.S.)

\( \$13,600.00 \)
2. Oak Park Parcels – Lump sum price to complete all aspects of the project’s scope-of-work for the Oak Park Area (See Appendix “B”).

Eighteen thousand nine hundred dollars (U.S.)

(18,900.00)

AWARD OR REJECTION OF BIDS

The Park District reserves the right to reject any and all bids, any item or items, and to consider the relative merits of the respective apparatus or equipment and construction work submitted and to be the sole judge of any such relative merits; and said District will award the Contract for providing said apparatus or equipment and construction work to the lowest responsible bidder on the apparatus or equipment and construction work best suited to the needs and as determined by said District.

The District reserves the right to award this Contract to a bidder, or bidders, other than the lowest bidder, when the Board of Directors determine that such action would be in the best interest of the District.

Normally an award shall be made to a bidder who is not the lowest bidder only when there are unique circumstances applicable to the procurement or construction.

Unique circumstances include, but are not limited to, the following:

1. When the specifications indicate that the time for completion will be given special consideration in awarding the Contract and the bids reflect different time for completion, OR

2. When the bidder’s financial and business standing and ability properly and expeditiously to perform the contract makes that bidder a better choice, OR,

3. When the bids given for the basic work and various bid alternatives for which the District wishes to contract make a given bid more advantageous to the District than others.

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid Landscape (C-27) Contractor’s License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code of the State of California. In addition, the undersigned hereby agrees to provide a California Certified Arborist to provide on-site supervision at all times during the course of the work.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen’s compensation, and such other insurance as will protect him, and the District from claims for damages and from personal injury, including death, which may arise from
operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $1,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contractor and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy.

Workmen's Compensation coverage as required and described by the State of California.

If required, the awarded contractor shall provide the City of Simi Valley, and Ventura County Watershed Protection District with a Certificate of Insurance in conformance with their policy and procedures for all work performed within their property and/or right-of-way. These certificates are in addition to the Park District's Certificate of Insurance requirements and neither certificate is interchangeable between public agencies. Both Certificates of Insurance must be issued/posted prior to the start of construction.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% of the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.
Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Contractor will be required to obtain and pay for an "Encroachment Permit" from the City of Simi Valley Department of Public Works for temporary lane closures and work within the public right-of-way. All necessary incidentals (traffic diversion plans, insurance certificates, securities, etc.), necessary to obtain the permits shall be provided by the Contractor as part of the base bid proposal. A copy of the "Encroachment Permit" must be provided to the Park District.

The Contractor shall obtain and pay for all other permits relating to City and County agencies, including business tax, haul and dump permits as required.

PREVAILING WAGE RATES

The District Manager of the Rancho Simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid or, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered
contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

JOB SITE NOTICES

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

VISITING THE SITE

The undersigned has thoroughly examined the Project Manual (Specifications), Addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all conditions thereof.

CONTRACT DOCUMENTS

A sample of the Agreement proposed to be entered into between the Park District and the undersigned is attached herewith and made a part of these Specifications.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act or forbearance by the Park District or extension by it of the time for the performance of any of the terms of this Contract, and no delay or failure on the part of the Park District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the rights or powers herein conferred upon the Park District.
Delays and Extension of Time:

A. If the work shall be delayed at any time by reason of a suspension ordered by the Park District or because of any other act or neglect of Park District or its officers or employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors, or if the work should be delayed without the fault or negligence of the Contractor, or for any other reason which in the opinion of the Park District is proper justification for such delay, then the Contractor shall be entitled to an extension of time equivalent to the time actually lost by such delay.

B. In order to secure such an extension of time, the Contractor shall file a written request with the Park District for extension of time within seven (7) days of the beginning of each delay, and failure to do so shall constitute a waiver thereof, except that in case of a continuing cause of delay, only one claim shall be necessary.

C. A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the Park District for additional compensation. The Contractor shall be deemed to have waived any and all rights to claim additional compensation unless, at the time of filing a request for an extension of time, he shall likewise file a claim for additional compensation on account of such delay. Additional compensation to the Contractor because of delay in the work shall be considered only if such delay is the result of a suspension ordered by the Park District or because of any other acts or neglect of the Park District or its officers or its employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors.

D. This article does not exclude the recovery of damage for delay by either party under other provisions of the Contract Documents.

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

See Subcontractors List Document 00430.

ADDENDA

This bid includes ADDENDUM NO. A Dated: 4/15/15

B Dated: 4/15/15

ASSIGNMENT

This Contract shall not be assigned by the Contractor.
AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal, not made in collusion, or in the interest of any other person/firm other than represented by the undersigned.

NAME OF BIDDER Premier Trees & Landscape

BY Michelle Soltez

TITLE owner

ADDRESS 4808 Promenade St.

Simi Valley, CA 93063

PHONE 805 660 1590

CONTRACTOR'S LICENSE NO. 851533

EXPIRATION DATE 12/31/16

PRIMARY CLASS C27

SECONDARY CLASS D19

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NO. 1000020243

DATE 4/30/15

NOTE: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check one - (X) Owner

( ) Partnership

( ) Company

( ) Corporation

( ) Other

Bid Proposal

BIDDER'S INITIALS MD
SUBCONTRACTORS LIST

TO: RANCHO SIMI RECREATION AND PARK DISTRICT
hereinafter called "District"

BY: Premier Trees & Landscape
hereinafter called "Bidder"

PROJECT: Weed Abatement Services at Various District Parks and
Open Space Areas
Simi Valley and Oak Park, California.

In accordance with Article 15 of Instructions to Bidders, for portions of the Work equaling or
exceeding 1/2 of 1 percent of the total proposed Contract Sum, the undersigned proposes to use the
following sub-contractors. Except as otherwise approved by the District, the undersigned proposes
to perform all other portions of the Work with his own forces.

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THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: Premier Trees & Landscape
DATE: 4/06/15

END OF DOCUMENT
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 7, 2015
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Resolution Modifying District Policy Manual, Chapter 2 Personnel:
Section 2-2300 Regarding Park Ranger Range Qualification and Firearms
Qualification Procedures

SUMMARY

Current District Policy requires Park Rangers to qualify for firearm usage every two months. This
frequency exceeds local law enforcement standards, and staff believes it appropriate to reduce the
firearm qualification process to once each quarter with no more than four months between range
periods. Staff believes this reduction will still allow Park Rangers to maintain firearm usage
proficiency while reducing the cost and time associated with the qualification process. The
proposed changes to the applicable section of the Policy Manual are identified in bold italic and
strikeout format on the attached section of the Policy Manual.

RECOMMENDATION

Staff recommends approval of the attached Resolution Modifying District Policy Manual, Chapter
2 Personnel: Section 2-2300 Regarding Park Ranger Range Qualification and Firearms
Qualification Procedures.

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO:__________

APPROVAL OF RESOLUTION MODIFYING DISTRICT POLICY MANUAL, CHAPTER 2 PERSONNEL; SECTION 2-2300

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

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

WHEREAS, the Policy Manual includes a section describing the District’s Park Ranger Firearm Qualification procedures; and

WHEREAS, staff has proposed changes in the language of this section which will reduce the frequency of firearm usage qualification from 8 times per year to 4 times per year, and that staff believes this reduction will still allow Park Rangers to maintain proficiency with the use of firearms; and

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

NOW, THEREFORE, BE IT RESOLVED that the District’s Policy Manual at Chapter 2-2300, Personnel, is hereby amended as indicated on the attachment hereto, and the District Manager is authorized to proceed with the implementation of these updates to the District’s Policy Manual.

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on May 7, 2015, at 1692 Sycamore Drive, Simi Valley, Ca, on a motion by Director

Ayes:

Noes:

Absent:

Abstain:

Chair of the Board of Directors
Rancho Simi Recreation and Park District
Range Qualification

Firearm qualification is necessary to ensure all affected Park Rangers are maintaining an acceptable level of proficiency with their duty firearms. All full-time, part-time and reserve Park Rangers are responsible for abiding by the provisions established in this policy.

The District will adopt standard combat training shooting courses, each to be shot four times in a calendar year. As 60 percent of all peace officers involved in shootings occur at night one of the courses will be a night shoot. All courses are subject to change at the discretion of the Range Master with the approval of the Senior Park Ranger and General Manager.

Firearms Qualification Procedure

It will be the Range Master's responsibility to arrange for all Park Rangers, including the Range Master, to shoot twice once each quarter, with no more than (2) (4) months between range periods and not more than one (1) shoot per month, for qualification. It will be the range master's responsibility to set aside a specific day and time at which time all Park Rangers shall attend for the purpose of qualifying. Use of the standardized shooting courses, tactical shooting, combat shooting and other training may be conducted at other times, upon approval of the Senior Park Ranger and General Manager, and each of these exercises will be considered as training shoots. District Training shoots will not be subject to scoring for purpose of qualification.

Park Ranger attendance at Qualification training is mandatory. Any Park Ranger unable to participate on the designated qualification day must submit in writing an explanation of why the qualification will be missed. The Range Master shall document the reason why the Park Ranger missed qualification in the qualification book. Absence from qualification may be excused with written authorization from the Senior Park Ranger and General Manager.

If during qualification a Park Ranger fails to qualify on the first attempt the Park Ranger will be given a second attempt to qualify. If the Park Ranger fails to qualify on second attempt the Range Master will notify the Senior Park Ranger of the Park Ranger’s failure to qualify. Any Park Ranger failing to qualify on the two (2) one (1) designated qualification days per quarter will not be allowed to work a field assignment and instead may only be scheduled to work special events that do not require an armed Park Ranger, in the discretion of the Senior Park Ranger.

Upon approval from the General Manager and Senior Park Ranger, the Park Ranger may obtain additional training from the District’s Range Master, on his/her own time at his/her own expense. The Park Ranger must qualify within 7 days from the date of second range qualification failure or
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 7, 2015

TO: Board of Directors

FROM: District Manager

SUBJECT: Discussion and Possible Approval of an Agreement by the District to Purchase Property Located at 4201 Guardian Street in Simi Valley

SUMMARY

Attached for your discussion and possible approval is the Purchase Agreement which has been negotiated by the District to purchase the property located at 4201 Guardian Street in Simi Valley. The document has been signed by the owner of the building. The property includes a building that can serve multiple purposes for the District including office space, maintenance and other uses. The terms of this proposed Purchase Agreement include:

1. Purchase price of $8,600,000
2. Cash down payment of $1,250,000
3. Financed transaction amount of $7,350,000
4. Down payment of $200,000 upon approval and execution of the Purchase Agreement
5. Forty-five day contingency period for District to conduct due diligence review and an additional 15 days, if necessary, for a Phase 2 environmental review.
6. Seller may cure disapproved contingencies for 10 days thereafter
7. Board approval of contingency required within 10 days after contingency period or waiver of contingencies
8. Additional $200,000 down payment upon contingency waiver or approval
Borrowing funds requires four affirmative votes of the Board of Directors. Because the Purchase Agreement includes a financing contingency, District Counsel has advised that the Purchase Agreement would need to be approved by at least four affirmative votes of the Board in order to be approved. The financing terms proposed by CSDA are a 3.88% interest rate, a 20 year repayment period, an annual payment of $531,730 (made in two payments annually), and early loan payoff any time after year 5 of the repayment period.

RECOMMENDATIONS

1. Staff recommends the Board discuss and consider for approval the Purchase Agreement by the District to purchase property located at 4201 Guardian Street in Simi Valley.

2. If the Board determines that the Purchase Agreement should be approved, then a motion to approve the agreement and authorize the Board Chair to sign the Purchase Agreement.

Larry Peterson
District Manager

Attachments: Purchase Agreement
1. Buyer.
   1.1 Rancho Simi Recreation and Park District ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or ___________ days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Old Republic Title Company (c/o Carolyn Marcial) ("Escrow Holder") whose address is
   101 N. Brand Blvd., 14th Floor, Glendale, CA 91203
   Phone No. 818-247-2917, Facsimile No. 818-230-9102
   upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the no right to assign Buyer's rights hereunder, but without Seller's written consent other than to an affiliate of Buyer, and any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.
   1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.
   2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) an industrial building and other improvements situated upon a parcel of land commonly known as APN 626-0-051-095 and the street address of 4201 Guardian Street, Simi Valley, California is located in the City of Simi Valley, County of Ventura, State of California, is commonly known by the street address of 4201 Guardian Street, Simi Valley, California 93063 and is legally described as:

   (APN: 626-0-051-095).
   2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Old Republic Title Company (c/o Jon Legg) ("Title Company"), which shall issue the title policy hereinafter described.
   2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and (none) (collectively, the "Improvements").
   2.4 The fire sprinkler monitor is owned by Seller and included in the Purchase Price, is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company. Ownership will be determined during Escrow, or there is no fire sprinkler monitor.
   2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and (none) all of which shall be removed by Seller prior to Closing.

INITIALS

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FORM OFA-15-11/14E

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be $8,600,000.00, payable as follows:

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all-cash transaction, the Purchase Price): $1,250,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any: $7,350,000.00

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: $ __________ per month;

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: $ __________ per month;

Total Purchase Price: $8,600,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and each deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of $200,000.00, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days of the execution of this Agreement and the executed Agreement has been delivered to Escrow Holder; or within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of $ __________. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of $ __________ to be applied to the Purchase Price at Closing.

(b) Within 5 business days after the same business day the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of $200,000.00 to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"). In a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is (TBD in escrow) __________. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.
5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least 85.5% of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within 45 days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay. Buyer shall have no right to terminate this Agreement for any reason relating to the New Loan after the date which is forty-five (45) days following the Date of Agreement.

6. Seller Financing. (Purchase Money Note). (Strike if not applicable)

6.1 If Seller approves Buyer's financials (see paragraph 6.5), the Purchase Money Note shall provide for interest on unpaid principal at the rate of 4% per annum, with principal and interest paid as follows:

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3(b)):

(a) Prepayment-Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.
(b) Late Charge- A late charge of 2% shall be payable with respect to any payment of principal, interest or other charges, not made within 40 days after it is due.
(c) Due on Sale- In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.
(d) If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense, prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller shall have 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller Financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ Delphi Business Properties, Inc. (McKenzie & Simpson) represents Seller exclusively ("Seller's Broker");
☐ CBRE, Inc. (Bohlunger & Kahn) represents Buyer exclusively ("Buyer's Broker");
☐ [ ] represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.
8. Escrow and Closing.
8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.
8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.
8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.
8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.
8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11) Buyer shall pay the normal and customary recording fees.
8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.
8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.
8.8 The Closing shall occur on the Expected Closing Date time being of the essence, or as soon thereafter as the Escrow is in condition for Closing, provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing, that unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.
8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.
8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer may within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver such within 5 days if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.
9. Contingencies to Closing.
9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any adverse written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.
9.2 Disclosure. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or ________ calendar days following the Date of Agreement. Buyer has 45 days from the Date of Agreement receipt of said disclosures to approve or disapprove the matters disclosed.
9.3 Hazardous Substance Conditions Report. Buyer has 90 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.
9.4 Hazardous Substance Conditions Report. Buyer has 30 or ________ days from the receipt of said report or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.
If Buyer determines that it needs to perform a Phase II environmental assessment, Buyer shall have an additional fifteen (15) calendar days to perform such work; provided, however, (i) Buyer shall have no right to conduct any destructive or invasive testing, soil or air sampling, or any other similar investigation which could potentially expose Seller to environmental liability without Seller’s prior written consent, which may be withheld In Seller’s sole discretion and (ii) such extension shall not extend the Expected Closing Date beyond that date which is seventy-five (75) days following the Date of Agreement without the written consent of Seller.

(d) Soil Inspection. Buyer has 30 or 45 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) Governmental Approvals. Buyer has 30 or 45 days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters. In satisfying itself that the Property complies with all applicable building and zoning codes of the City of Simi Valley in accordance with Public Resources Code 5786,3 and Government Code 53039(a).

(f) Conditions of Title. Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of easements to be delivered to Buyer within 10 or 30 business days following the Date of Agreement. Buyer has 45 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan Date of Agreement to satisfy itself with regard to the condition of title. The appraiser chosen by Buyer of any monetary encumbrance, which by the terms of this Agreement shall not remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller’s expense, to satisfy and remove such said monetary encumbrances at or before the Closing.

(g) Survey. Buyer has 30 or 45 days from the receipt of the Title Commitment and Underlying Documents Date of Agreement to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner’s policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer’s request and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer’s approval of a survey to have an ALTA extended coverage owner’s form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) Existing Leases and Tenancy Statements. Seller shall within 10 or 45 days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement or estoppel certificate ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have such tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 or 45 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy himself with regard to the Existing Leases and any other tenancy issues.

(i) Owner’s Association. Seller shall within 10 or 30 business days of the Date of Agreement provide Buyer with a statement and transfer package from any owner’s association servicing the Property. Such transfer package shall at a minimum include: copies of the association’s bylaws, articles of incorporation, current budget and financial statement to the extent the same are in Seller’s possession. Buyer has 10 or 45 days from the receipt of such documents Date of Agreement to satisfy itself with regard to the association.

(j) Other Agreements. Seller shall within 10 or 30 business days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") in Seller’s possession known to Seller that will affect the Property after Closing. Buyer has 10 or 45 days from the receipt of said Other Agreements Date of Agreement to satisfy itself with regard to such agreements.

(k) Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency

(l) Existing Notes. If paragraph 3.1(c)(e) has not been stricken, Seller shall within 10 or 45 days of the Date of Agreement make the Property subject to the Encumbrance Statement, which the Property will remain subject to the Escrow Holder shall promptly request from the holder of the Existing Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or 45 days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer’s obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or 45 days of the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or 30 days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or 45 days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC 1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or 45 days of the Date of Agreement.
(n) Destruction, Damage or Loss. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Buyer shall not have any right to terminate this Agreement and Seller shall repair or cure the loss prior to the Closing, or shall assign to Buyer any insurance proceeds applicable to such loss. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) Material Change. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.1(r) Conformity with General Plan: Buyer has 45 days from the Date of Agreement to obtain a report from the applicable planning agency to the Property's conformity with the adopted general plan in accordance with Public Resources Code 5766.3 and Government Code 65402, and the Agreement is contingent upon Buyer obtaining a satisfactory report from applicable planning agency. Any such work shall be paid for by Buyer.

9.2. All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies." 9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided herein in a timely manner ("Disapproved Item"), Seller shall have the right to within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). If Seller elects to cure any Disapproved Item, it shall be a condition of Closing that Seller shall effectuate such cure to Buyer's reasonable satisfaction on or before the Expected Closing Date. Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure such disapproved item shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the Impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) if applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessors' Interest in Lease form published by the AIA or its equivalent.

(d) if applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 19882 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.
10.3 Buyer shall deliver to Seller through Escrow:
(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectible funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
(b) If a Purchase Money Note and Purchase Money Deed of Trust are issued for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgagee-less payee, and a real estate tax service contract (at Buyer’s expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.
(c) The Assignment and Assumption of Seller’s Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any other Agreements.
(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner’s policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments:
11.1 Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 Insurance. WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 Rates, Interest and Expenses. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 Security Deposit. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 Post Closing Matters. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 Variations in Escrow Note Balances. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary, as to the applicable Existing Note(s) discharges that the unpaid principal balance of such Existing Note(s) at the time of the Closing will be more or less than the amount set forth in paragraph 3.1(c)(4) (Existing Note Variations), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(c) shall be reduced or increased by the amount of such Existing Note Variation.

11.8 Owner’s Association Fees. Escrow Holder shall: (i) bring Seller’s account with the association current and pay any delinquencies or transfer fees from Seller’s proceeds, and (ii) pay any up front fees required by the association from Buyer’s funds.

12. Representations and Warranties of Seller and Disposable.
12.1 Seller’s warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years one (1) year from the Closing Date, and any lawsuit or action based upon them must be commenced within such time period. Seller’s warranties and representations are true, material and relied upon by Buyer and Brokers. They are of full force and effect at all times prior to Closing and are valid and binding on Seller.

(a) Authority of Seller. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller’s obligations hereunder.

(b) Maintenance During Escrow and Equipment Condition At Closing. Except as otherwise provided in paragraph 9.1(h) hereof, Seller shall maintain the Property during the Closing in its present condition, ordinary wear and tear excepted.

(c) Hazardous Substances/Storage Tanks. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) Compliance. Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or ordinances, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unlawful or condition of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or Improvement be performed on the Property.

(e) Changes in Agreements. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, create any new leases or agreements affecting the Property, without Buyer’s written approval, which approval will not be unreasonably withheld.

(f) Possessory Rights. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) Mechanics’ Liens. There are no unsatisfied mechanics’ or materialmen’s lien rights concerning the Property.

(h) Actions, Suits or Proceedings. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.
1. Notice of Changes. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(c)) affecting the Property that becomes known to Seller prior to the Closing.

2. No Tenant Bankruptcy Proceedings. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

3. Personal Property. Seller has no notice or knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price, nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

4. Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

5. In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

6. Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

7. Limitation on Seller's Liability: Refer to Addendum paragraph 40 for additional terms and conditions.

8. Representations and Warranties of Buyer: Refer to Addendum paragraph 41 for additional terms and conditions.

9. Possession. Possession of the Property shall be given to Buyer at the Closing in a vacant condition subject to the rights of tenants under Existing Leases.

10. Buyer's Entry. At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and upon reasonable prior notice and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive or invasive testing shall be conducted, however, without Seller's prior approval which may be withheld in Seller's sole discretion shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompensation or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be at the sole cost of Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

11. Further Documents and Assurances. The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

12. Attorneys' Fees. If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

13. Prior Agreements/Amendments. This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

14. Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

15. Broker's Rights. If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received if the sale had been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

16. Notices. Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed received 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the United States Post Office or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

17. Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.
20. Duration of Offer.
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Simi Valley, California on the date of May 8, 2015 it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereof, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initiated by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPracticable OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER’S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $400,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer Initials                  Seller Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initiated by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“COMMERCIAL RULES”), ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED OR LOS ANGELES COUNTY. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS ATTORNEYS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED OR LOS ANGELES COUNTY AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPHS 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DUTY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER’S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

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

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

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Buyer Initials                  Seller Initials

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FORM OF A-15-11/14E
23. Miscellaneous.
23.1 Binding Effect. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initiated by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initiated by both Parties at the time that the Agreement is executed.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of essence. This is the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwriten provisions. Seller and Buyer must initial any and all handwriten provisions.

23.7 1034 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1034 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) or damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1034 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word “days” as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.
24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) Seller's Agent. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) Buyer's Agent. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: (1) To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Buyers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fees received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 Confidential Information: Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
Additional Provisions:
Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum consisting of paragraphs through 47. (If there are no additional provisions write “NONE”)

☐ a energy disclosure addendum is attached;

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BUYER:

Rancho Simi Recreation and Park District

Attn: Thomas Bohlinger & Robert Kahn
Title: Executive V.P. & First V.P.
Address: 771 E. Daily Drive, Suite 300
Camarillo, CA 93010
Telephone: (805) 465-1632
Facsimile: (805) 465-1665
Email: Thomas.Bohlinger@Cbre.com Bob.Kahn@Cbre

By: __________________________
Date: _________________________
Name Printed: Elaine L. Freeman
Title: Chair of the Board of Directors
Telephone: (805) 584-4400
Facsimile: (805) 526-7025
Email: FreemanElf@aol.com

INITIALS

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FORM OFA-15-11/14E
27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement. In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee pursuant to a separate agreement in a sum equal to ________% of the Purchase Price to be divided between the Brokers as follows: Seller-Broker ________% and which includes Seller's agreement to pay Buyer's Broker a real estate Brokerage Fee in that amount equal to ________% of the Purchase Price. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER:
Delphi Business Properties, Inc.

Attn: Steve McKenzie and Bruce Simpson
Title: President and Senior Vice President
Address: 7100 Hayvenhurst Avenue, Suite 211
Van Nuys, CA 91406
Telephone:(818) 780-7878
Facsimile:(818) 780-8152
Email: Steve@Go2Delphi.com & Bruce@Go2Delphi.com

Broker/Agent BRE License #: 0420693 and 01020985

SELLER:
Tepco Ltd. Limited Partnership,
a California Limited Partnership

By:__Alison McGill__

Date:__5/1/13__

Name Printed: Alison McGill
Title: President of Tepco, Inc., a California Corporation, General Partner of Tepco Ltd.
Telephone:(__)
Facsimile:(__)
Email:

By:__

Date:

Name Printed:
Title:
Address: 9777 Blue larkspur Lane, Suite 101
Monterey, CA 93940
Telephone:(__)
Facsimile:(__)
Email:

Federal ID No.:__

NOTICE: These forms are often modified to meet changing requirements of law and Industry needs. Always write or call to make sure you

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FORM OFA-15-11/14E
The attached and foregoing Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, dated April 10, 2015 for the real property located at 4201 Guardian Street, Simi Valley, California, by and between Rancho Simi Recreation and Park District, as Buyer, and Tepco Ltd. Limited Partnership, a California Limited Partnership, as Seller, is hereby subject to and contingent upon the following (hereinafter referred to as “Addendum”):

Notwithstanding any other contrary terms and conditions, the following provisions shall apply:

28. **BUYER’S BOARD OF APPROVAL CONTINGENCY**: Buyer shall have ten (10) calendar days from the date of expiration, or Buyer’s earlier waiver, of its contingencies stated in paragraphs 5 and 9 of the Agreement to obtain Rancho Simi Recreation and Park District’s board of directors’ approval of the purchase of the Property, as stated in the Agreement and this Addendum, thereto (“Buyer’s Board Approval Contingency”). Buyer shall use its best efforts to obtain such approval. Notwithstanding any contrary provisions, in the event Buyer fails to properly notify Seller and Escrow Holder in writing of its disapproval of Buyer’s Board Approval Contingency within said ten (10) calendar day period, said contingency shall immediately become null and void and of no further force and effect for the purposes of the Agreement and this Addendum, thereto.

29. **INFORMATION PROVIDED TO BUYER – NO REP'S OR WARRANTIES**: Buyer hereby acknowledges and agrees any and all information provided to Buyer by Brokers was obtained by Brokers from third party sources deemed to be reliable, however, Brokers make no representation or warranty as to the completeness, accuracy or suitability of said information for Buyer’s intended use(s) and Brokers assume no liability or responsibility for any incompleteness, inaccuracies or unsuitability of said information. Buyer hereby acknowledges and agrees that Brokers have strongly advised Buyer to conduct its own independent investigations regarding any and all information provided to Buyer by Brokers to confirm such information’s completeness, accuracy and suitability for Buyer’s intended use(s). Buyer hereby acknowledges and agrees to indemnify, protect and hold Brokers harmless from and against any loss, damage, liability, attorney fees, court costs and other costs and expenses incurred by Buyer as such relates to any information provided to Buyer by Brokers and Buyer acknowledges and agrees to pay Brokers’ attorney fees, court costs and other costs and expenses incurred by Brokers as such result from any legal action and/or court action brought against Brokers.

30. **PHYSICAL INSPECTION**: Pursuant to applicable provisions of the Agreement and this Addendum, Buyer shall have the right to enter onto the Property for the purpose(s) of conducting physical inspection of the Property at Buyer's sole cost and expense. Buyer hereby indemnifies and holds Brokers and Seller harmless of and from any liability, damages causes of action, lawsuits, judgments or obligations, including any attorney fees and court costs incurred by Broker and/or Seller by reason of any injury to person or property of Buyer or Buyer’s invitees, representatives or licensees by reason of any act, matter, or thing whatsoever upon or near the subject property.

Initials

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This Indemnification shall survive the close of escrow. Buyer hereby acknowledges and agrees that Brokers have strongly advised Buyer to perform proper and thorough inspection of all parts of the Property to determine the existence of any defects, deficiencies, damage(s) and/or need for repair(s) of any part(s) of the Property. Furthermore, Buyer hereby acknowledges and agrees to hold Brokers harmless for any defects, deficiencies, damage(s) and/or costs to repair any part(s) of the Property. Buyer shall indemnify and hold Brokers harmless from and against any liability, damages, costs, fees and expenses which may result in connection with Buyer's failure to identify any such defect(s), deficiencies, damage(s) and/or need for repair(s) of any part(s) of the Property and Buyer shall pay Broker's attorney fees, court costs and other related fees, costs and expenses resulting from any legal and/or court action.

31. **CONDITION OF PROPERTY – NO REP'S OR WARRANTIES:** Buyer hereby acknowledges and agrees that subject to: 1) Buyer's own independent investigations and other “due diligence” efforts related to the Property; and 2) Buyer's contingencies stated in the Agreement and this Addendum, Buyer is purchasing the Property in its AS-IS and present condition and that upon Closing Seller shall deliver the Property to Buyer in its AS-IS and present condition, ordinary wear and tear excepted. Furthermore, Buyer hereby acknowledges and agrees that regardless of any verbal or written statements, marketing materials, information, reports, studies and/or other information or documentation provided to Buyer, Seller and Brokers have made no representation or warranty regarding any physical or non-physical aspect of the Property, including, but not limited to, Buyer's ability, or inability, to use the Property for Buyer's intended use(s), thereof, and Seller and Brokers shall have no obligation to complete or pay for any repair, replacement, remediation, alteration or modification of the Property whatsoever.

32. **ZONING AND USE – NO REP'S OR WARRANTIES:** Seller and Delphi Business Properties, Inc. and its representative agents make no representation, warranty or guarantee that the Property is zoned correctly for Buyer’s intended use(s) or that the certificate of occupancy permit for the Property is appropriate for Buyer’s intended use(s).

**BUYER SHOULD VERIFY WITH THE APPROPRIATE CITY ZONING AND OCCUPANCY PERMIT DIVISIONS THAT BUYER’S INTENDED USE(S) IS/ARE ALLOWABLE FOR THE PROPERTY WITHIN THE STATED CONTINGENCY PERIOD.**

**Note:** Buyer agrees to conduct its own independent evaluations, studies, surveys and other investigations of the Property that Buyer deems necessary and Buyer hereby acknowledges and agrees to indemnify, protect and hold Seller and Delphi Business Properties Inc. and its representative agents harmless from and against any liability, costs, damages and other expenses related to any liability, deficiencies, damage or costs associated with complying with any City, County, State or Federal requirements, or the potential requirement to cease unallowable operations, and Buyer hereby agrees to pay Seller’s and Delphi Business Properties’ attorney fees, court costs and other costs and expenses resulting from any legal and/or court action brought against Seller and/or Delphi Business Properties, Inc. and it’s representative agents.

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**Initials**
33. **BUILDING AND LAND AREA:** Buyer hereby acknowledges and agrees that Seller and Brokers do not make any representation, warranty or guarantee that the size of the building and/or land area of the Property, as such may be referenced in any marketing materials, offers/counter offers, the purchase and sale agreement, general information related to the Property and/or verbal statements made by any party to Buyer, or any other manner, is the actual size of the building and/or land area of the Property.

34. **UL APPROVED:** Buyer needs to confirm with the appropriate City agency that Buyer’s machinery and equipment is UL approved and confirms with City requirements for machinery installation.

35. **NOTICE TO BUYERS, TENANTS AND OWNERS CONCERNING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS:**

   - **THIS IS AN IMPORTANT NOTICE - READ IT CAREFULLY** -

   Under recently passed Federal and State laws governing the use, storage, handling, cleanup, removal and disposal of "hazardous wastes or substances", an owner, buyer, tenant and other users of real property can be held responsible for the cost to clean up hazardous wastes, for the payment of damages and for the modification of the real property to conform with environmental safety standards (for example: the removal of asbestos and the closure of underground storage tanks). "Hazardous wastes and substances" includes, but is not limited to: any petroleum based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and toxic chemical products. Since these laws affect every kind of real property, it is essential that legal and technical advice be obtained by you to determine whether the laws have been complied with, and what, if anything, is required to be done in connection with the proposed transaction involving the real property described above, to minimize your liability. Such professionals as attorneys, engineers and geologists specializing in toxic waste matters are among those you should consult to obtain a clear understanding of the condition of the real property and your rights and obligations under the hazardous waste laws in connection with this transaction.

   **WE STRONGLY RECOMMEND THAT YOU RETAIN LEGAL, ENGINEERING AND GEOLOGICAL EXPERTS TO ADVISE YOU AS WELL AS ANY OTHER EXPERTS WHICH YOU OR THEY MAY DEEM APPROPRIATE.**

   Please note, neither Seller, Delphi Business Properties, Inc. nor any of their respective employees or agents have made any investigations or obtained reports regarding the condition of the property or the past or present existence of hazardous wastes or substances on the Property.

   **AM**

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   **AM**

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Therefore, for the purposes of this transaction, neither Seller, Delphi Business Properties, Inc., nor any of their respective employees or agents makes any representation to any prospective buyer or tenant concerning the condition of the property or the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property.

If you own the real property described above, you are hereby notified that prospective purchasers or tenants may feel that the potential for liability for remedial costs necessitates an environmental audit or investigation of the property prior to closing in order to discover whether the nature and/or quantity of, existence, use, manufacture or effect of any hazardous substances on the property renders it subject to Federal, State or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. Delphi Business Properties, Inc. hereby disclaims any liability for damages to you stemming from the initiation, completion or result of any such investigation.

36. TOXIC MOLD: Recent investigations have shown that the existence of certain types of mold can cause adverse health and other effects. Mold usually occurs as a result of excessive moisture. Mold can thrive in environments which are conducive to their growth, and which may not be accessible or otherwise apparent to cursory inspection. Extensive mold contamination results in long lasting exposure to high levels of airborne spores. This can easily result in developed sensitivities to molds as well as allergic reactions and other health problems. Molds can cause a variety of adverse health effects such as inflammation, infections, and allergies. The most common of these are allergic reactions. However, mold affects individuals differently and to different degrees. In some cases a relatively small amount of mold spores can cause an allergic reaction or asthma attack. In other cases symptoms occur only after a person has been exposed to a much higher level of spores. In any case, mold growth may represent a health risk. Mold can also ruin furniture, supplies and even equipment.

Neither Seller, nor Brokers make any representation, and have conducted no inspection or investigation as to the existence of mold, toxic or otherwise, in, on, or around the Premises or the building in which the Premises are located. Seller and Brokers advise all parties to seek the assistance of professionals in this field to conduct the appropriate investigations and to counsel them as to the existence, nature, and effect of any mold affecting the Property.

37. CONDITION AND AVAILABILITY OF ELECTRICAL SERVICES: Buyer accepts possession of the property upon Closing with the understanding that all existing electrical services may contain amperage and power services panel within the subject Property and/or on the marketing brochures prepared by Broker. Buyer acknowledges and agrees that Broker is unable to confirm, guarantee or substantiate such amperage or power services are located within any such existing electrical service panel(s), or supply to the subject service, and Buyer furthermore agrees to confirm the presence and/or the availability of such electrical services with it's own electrical contractor and/or with such applicable utilities service company and shall hold Broker's harmless form any such electrical service insufficiencies which may exist. Seller and Brokers make no representations or assurances with respect to the availability of such electrical services.
38. **NOTICE TO OWNERS AND PROSPECTIVE TENANTS AND BUYERS OF REAL PROPERTY REGARDING THE AMERICANS WITH DISABILITIES ACT**

Be advised that an owner or tenant of real property may be subject to the Americans With Disabilities Act (the ADA), a Federal Law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aid and services for hearing, vision or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36. Buyer and Seller hereby acknowledge and agree that Delphi Business Properties, Inc. strongly advises Buyer and Seller to obtain professional legal assistance in the review the ADA, other associated regulations, and this Purchase Agreement to determine how these matters apply to you. Seller and Brokers make no representations or assurances with respect to the Property's compliance with any ADA requirements.

*These are legal issues. You are responsible for conducting your own independent investigation of these issues. Delphi Business Properties, Inc. cannot give you legal advice on these issues.*

39. **PRELIMINARY TITLE REPORT, CC&R’S, ETC.:** Buyer is hereby advised to carefully read and consider all of the information contained in the preliminary title report, underlying documents and plotted easements related to the Property ("PTR") provided to Buyer in escrow and to consult an attorney with any questions that Buyer may have concerning any of the items set forth in the PTR, such as references to property taxes, liens, easements, and CC&R's. If the Property is governed by CC&R's, Buyer is advised to carefully read and consider all of the information contained therein, and again, to consult an attorney with any questions that Buyer may have concerning any of the items set forth in the CC&R's. The CC&R's may significantly impact how and if Buyer is entitled to use, improve and/or modify the Property and what Buyer is entitled to do in, on, or around the Property. Brokers may express opinion(s) as to what he or she understands the nature of certain items to be in the PTR and/or the CC&R's, but Buyer shall not rely on any statements or opinions of Brokers and, instead, shall rely solely upon Buyer's own investigations and understanding, and the opinion of any legal counsel obtained.

40. **LIMITATION ON SELLER’S LIABILITY:** Notwithstanding anything to the contrary contained in this Agreement: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any documents executed pursuant to this Agreement or in connection therewith, including any documents delivered at Closing shall, under no circumstances whatsoever, exceed One Million Dollars ($1,000,000) and (b) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained herein or any documents executed pursuant to this Agreement or in connection therewith, including any documents delivered at Closing may be made, and Seller shall not be liable for any judgment in any action.
based upon any such claim, unless and until such claim, either alone or together with any other
claims by Buyer alleging such a breach by Seller is for an aggregate amount in excess of Fifty
Thousand Dollars ($50,000.00), in which event Seller's liability respecting any final judgment
concerning such claim or claims shall be for the entire amount thereof (subject to the cap
amount set forth in clause (a) above). In no event shall Seller be liable to Buyer for any
consequential or punitive damages based upon any breach of this Agreement, including
breaches of representation or warranty. The provisions of this paragraph 40 shall survive the
termination of this Agreement and the Closing.

41. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer makes the following
warranties and representations to Seller and Broker:

a. Authority of Buyer. Buyer has the full right, power and authority to purchase and accept
the conveyance of the Property from Seller as provided herein and to perform Buyer's
obligations hereunder.

b. Actions, Suits or Proceedings. Buyer has no knowledge of any actions, suits or
proceedings pending or threatened before any commission, board, bureau, agency,
arbitrator, court or tribunal that would affect Buyer's ability to perform its obligations
hereunder.

c. No Buyer Bankruptcy. Buyer is not the subject of a bankruptcy, insolvency or probate
proceeding.

42. RELEASE: As of Closing, Buyer on its own behalf and on behalf of its agents, members,
partners, employees, representatives, officers, directors, agents, related and affiliated entities,
successors and assigns (collectively, the "Buyer Parties") hereby fully and irrevocably release
Seller and Seller's direct and indirect members, partners, officers, directors, employees, agents,
affiliates, successors and assigns (collectively, the "Seller Group") from any and all claims that
the Buyer Parties may have or thereafter acquire against the Seller Group for any cost, loss,
liability, damage, expense, demand, action or cause of action ("Claims") arising from or related
to any matter of any nature relating to the Property including, without limitation, the physical
condition of the Property, any latent or patent construction defects, errors or omissions,
compliance with law matters, Hazardous Substances and other environmental matters within,
under or upon, or in the vicinity of the Property, including, without limitation, any
environmental laws. The foregoing release by Buyer and the Buyer Parties shall include,
without limitation, any Claims Buyer and/or the Buyer Parties may have pursuant to any
statutory or common law right Buyer may have to receive disclosures from Seller, including,
without limitation, any disclosures as to the Property's location within areas designated as
subject to flooding, fire, seismic or earthquake risks by any federal, state or local entity, the
presence of Hazardous Substances on or beneath the Property, the need to obtain flood
insurance, the certification of water heater bracing and/or the advisability of obtaining title
insurance, or any other condition or circumstance affecting the Property, its financial viability,
use or operation, or any portion thereof.

[Signatures with initials]
This release includes Claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in its favor which, if known by Buyer, would materially affect Buyer's release of the Seller and/or the Seller Group. In connection with the general release set forth in this paragraph 42, Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer's Initials

Notwithstanding anything to the contrary set forth in this paragraph 42, the foregoing release is not intended to and does not cover (i) any claims arising from a breach of Seller's representations or warranties set forth in this Agreement or (ii) any other breach by Seller of an express obligation of Seller under this Agreement which by its terms survives the Close of Escrow.

43. ADDENDUM PREVAILS: If there are any inconsistencies between the terms and conditions stated in the Agreement and the terms and conditions stated in this Addendum the terms and conditions stated in this Addendum shall prevail.

44. COUNTER PARTS: This Addendum may be executed by Buyer and Seller in counter parts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counter parts of this Addendum are identical except for the signatures, is hereby authorized and instructed to combine the signed signature pages on one of the counter parts of this Addendum which shall then constitute the fully executed instrument.

45. NON-BINDING UNTIL FULLY EXECUTED: Buyer and Seller hereby acknowledge and agree that submission of the Agreement and this Addendum to Buyer and Seller shall NOT be considered binding upon Buyer and Seller and only the Agreement and this Addendum fully executed by both Buyer and Seller, together with fully executed copies of the Agreement and this Addendum delivered to Buyer and Seller, shall constitute a binding agreement upon Buyer and Seller.

Prior to Buyer's and Seller's full execution of the Agreement and this Addendum, and delivery of fully executed copies, thereof, to Buyer and Seller, Seller shall have the right, at its sole discretion, to continue to market the Property, enter into negotiations with any third party, enter into an agreement to sell or lease the Property to any third party, or withdraw the Property from the market without any liability or obligation to Buyer.

[Initials]  [Initials]
46. **CONFIDENTIALITY**: Buyer, Seller and each Party’s respective representatives hereby acknowledge and agree the contents of the Agreement, this Addendum, thereto, and the related purchase and sale transaction, contemplated therein, as well as, all other documentation and communications related to same are confidential and constitute proprietary information between Buyer, Seller, and each Party’s respective representatives, and such shall not be disclosed to anyone other than each Party’s real estate, financial and legal representatives without the prior written approval of the other Party.

47. **ATTORNEY REVIEW**: Buyer and Seller hereby acknowledge and agree that the Agreement and this Addendum is hereby submitted to Buyer and Seller by Brokers for review by Buyer’s and Seller’s independent financial and legal experts and Buyer and Seller hereby acknowledge and agree that Brokers make no warranty or representation as to the completeness, accuracy or suitability of the Agreement and this Addendum for Buyer’s and Seller’s intended use(s). Furthermore, Buyer and Seller hereby acknowledge and agree that Brokers make no warranty or representation as to the legal sufficiency, tax consequences, or suitability of the purchase/sale of the Property for Buyer’s or Seller’s intended use(s) and other purpose(s) and Buyer and Seller hereby acknowledge and agree that they have been strongly advised by Brokers to obtain their own independent and properly qualified legal and financial advice with respect to the Agreement and this Addendum, the Property and all other related matters and Buyer and Seller are not relying upon any marketing materials, information, documents, correspondence, written, electronic or verbal communications regarding any physical or nonphysical aspect of the Property whatsoever, as such may have been made/delivered/communicated by Brokers to Buyer and/or Seller as reason(s) for their execution of the Agreement and this Addendum.

**THE ABOVE IS HEREBY ACKNOWLEDGED AND AGREED TO:**

**BUYER:**

*Rancho Simi Recreation and Park District*

By: ________________________________

Elaine L. Freeman,
Chair of the Board of Directors

Date: ________________________________

By: ________________________________

Brian A. Pierik,
District Counsel

Date: ________________________________

**SELLER:**

*Tepco Ltd. A California Limited Partnership*

By: ________________________________

Alison McGill,
President of Tepco, Inc., a California Corporation, General Partner of Tepco Ltd.

Date: 5/1/15

Initials

Initials
ENERGY DISCLOSURE SALE ADDENDUM
(For California Only)

Date: April 10, 2015

By and Between (Buyer) Rancho Simi Recreation and Park District
(Seller) Tepco Ltd. Limited Partnership, a California Limited Partnership

Address of Premises: 4201 Guardian Street, Simi Valley, California 93063

PREFACE:

AB 1103, which first went into effect on January 1, 2014, requires the disclosure of energy consumption information for transactions involving certain types and sizes of non-residential buildings. These new rules apply only where the entire building is being sold. Buildings containing less than 10,000 square feet are exempt as are buildings being utilized in whole or in part for certain uses. In this regard it is the use specified in the certificate of occupancy or the equivalent of the current or previous tenant/occupant that is important. While the use classifications are defined under the statewide California Building Code, the local municipality selects the use classification for a particular building when it issues the occupancy permit. Consequently, local interpretations and applications of the use classifications can vary. Industrial buildings utilized for manufacturing, assembly or fabrication activities (Group F) in whole or in part, are exempt. A multi-tenant building wherein one or more units is being used for manufacturing would also be exempt because at least part of the building was being utilized for an exempt use.

Besides Group F there are a number of other use classifications — some of which are exempt and some are not. We recommend that you familiarize yourself with the types of businesses that fall under each use classification since AB 1103 encompasses retail, office, institutional, hospitality and other commercial uses as well. For your reference, the following use classifications that are NOT exempt:

i. Assembly (A) (for example: restaurants, theaters, and lecture halls)
ii. Business (B)
iii. Education (E)
iv. Institutional - Assisted Living (I-1, R-2)
v. Institutional - Nonambulatory (I-2)
vi. Mercantile (M) (i.e. retail)
vii. Residential - Transient (R-1) (for example, a hotel)
viii. Storage (S)
ix. Utility - Parking Garage (U)

Please see the International Code Council website that lists the various use classifications with links to the types of businesses that are included in each classification. http://publiccodes.cyberregs.com/st/ca/st/b200v10/st_ca_st_b200v10_3_sec001.htm
A. ADDITIONAL CONTINGENCY TO CLOSING:

Seller provide to Buyer, through escrow, all of the applicable energy consumption and benchmarking disclosure documents for the Property required by Public Resources Code Section 25402.10 within 10 or ___ business days following the Date of Agreement. Buyer has 45 days from the receipt of said disclosures Date of Agreement to approve or disapprove the matters disclosed.

B. WAIVER:

Buyer expressly waives the right to have received the energy consumption and benchmarking disclosure documents for the Property PRIOR to the execution of this Agreement. This is NOT a waiver of the obligation to deliver such disclosure documents after execution of this Agreement as provided in paragraph A above.

Buyer expressly waives any and all claims against Seller, its agents and representatives relating to such disclosures or otherwise in connection with the applicable requirements of Public Resources Code Section 25402.10.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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

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

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP**

*(As required by the Civil Code)*

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

**SELLER'S AGENT**

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

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

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

**BUYER'S AGENT**

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

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

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

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

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

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**CBRE, INC.**

Agent

Associate Licensee Signature (Date)

Bob Kahn

Associate Licensee Printed Name

---

Buyer/Lessee Signature (Date)

Buyer/Lessee Printed Name

---

Seller/Lessee Signature (Date)

Seller/Lessee Printed Name
2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2259) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 4 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent acting in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to the party by the broker for whom the associate licensee functions.
(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
(d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
(e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
(f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
(h) "Offering price" is the amount expressed in dollars specified in an offer for purchase for which the buyer is willing to buy the real property.
(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
(j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is comprised of one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
(k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
(l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
(m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
(n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds for a buyer a property for which no listing exists and presents an offer to purchase to the seller.
(o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:
(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (c).
(c) When the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained from the listing agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

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

2078.17. As soon as practicable, the selling agent shall disclose to the buyer whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
(a) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the listing agent, and the listing agent shall disclose to the seller prior to or coincident with the execution of that contract by the seller.
(b) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<table>
<thead>
<tr>
<th>SAMPLE ONLY — DO NOT FILL OUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.</td>
</tr>
<tr>
<td>is the Selling agent, if not the same as the Listing Agent, of (check one): ( ) the buyer exclusively; or ( ) the seller exclusively; or ( ) both the buyer and seller.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.
Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a Lessor and Lessee, respectively.

This form must be delivered before or concurrently with the signing of the Purchase and Sale Contract (or Lease). In lieu of this form, such confirmation may also be set forth in the Purchase and Sale Contract (or Lease).

<table>
<thead>
<tr>
<th>REPRESENTATION CONFIRMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: November 10, 2015</td>
</tr>
<tr>
<td>Seller/Lessor:</td>
</tr>
<tr>
<td>Tepco Ltd. Limited Partnership, a California Limited Partnership</td>
</tr>
<tr>
<td>Buyer/Lessee:</td>
</tr>
<tr>
<td>Rancho Simi Recreation and Park District</td>
</tr>
<tr>
<td>Property Name:</td>
</tr>
<tr>
<td>4201 Guardian Street</td>
</tr>
<tr>
<td>Street Address, City, State:</td>
</tr>
<tr>
<td>4201 Guardian Street, Simi Valley, California</td>
</tr>
<tr>
<td>Further described as:</td>
</tr>
<tr>
<td>A building &amp; other improvements situated upon parcel APN 626-0-051-095</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Delphi Business Properties, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Listing Agent (Brokerage Firm)</td>
</tr>
<tr>
<td>□ The Buyer exclusively; or</td>
</tr>
<tr>
<td>CBRE, Inc.</td>
</tr>
<tr>
<td>□ The Buyer exclusively; or</td>
</tr>
</tbody>
</table>

**SELLER/LESSOR**

By: [Signature]

<table>
<thead>
<tr>
<th>PrintName: Alison McGill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: President of Tepco, Inc., a California Corporation, General Partner of Tepco Ltd.</td>
</tr>
</tbody>
</table>

**BUYER/LESSEE**

By: [Signature]

<table>
<thead>
<tr>
<th>PrintName: Elaine L. Freeman &amp; Brian A. Pierik</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Chair of Board Directors &amp; District Counsel</td>
</tr>
</tbody>
</table>

Agency Disclosure 2015

AIRPORT CENTER BUILDING 7100 HAYVENHURST AVE., SUITE 211, VAN NUYS, CA 91406 (818) 780-7878 FAX (818) 780-8152 www.go2delphi.com
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DATE: May 7, 2015

TO: Board of Directors

FROM: District Manager

SUBJECT: Continued Review and Discussion Regarding Guidelines for Operation of Oak Park – Park and Recreation Planning Committee

SUMMARY

At its last meeting the Board reviewed the operating guidelines for the District’s Oak Park – Park and Recreation Planning Committee. Suggestions made by Board Members have been incorporated into the attached draft. The effective date, listed at the top of the document, is currently indicated as January 1, 2016. Staff recommends the Board continue its review and discussion and provide further direction. Proposed changes can be presented to the Committee for additional review and feedback at a future date.

RECOMMENDATION

Staff recommends the Board continue its review and discussion in regards to the Oak Park Committee Guidelines and provide further direction.

Larry Peterson
District Manager
GUIDELINES FOR OPERATION OF
OAK PARK-PARK AND RECREATION PLANNING COMMITTEE
Effective January 1, 2016

PURPOSE

The Oak Park-Park and Recreation Planning Committee ("Committee") was established by the Board of Directors of the Rancho Simi Recreation and Park District at the request of the Oak Park Civic Association and the Oak Park Municipal Advisory Council, to advise this Board of local concerns related to park and recreation activities within the Oak Park area. The Committee was established to serve in an advisory capacity to the Board of Directors. All recommendations are to be forwarded to the Rancho Simi Recreation and Park District Board of Directors, through the District office, for action. The final decision on all matters relating to District operation is, by law, the responsibility of the Rancho Simi Recreation and Park District.

FUNCTION

The Committee was established to advise the Board of Directors on such items as park planning, development and recreation programming, including recommendations of expenditures of capital outlay funds allocated to this area.

MEMBERSHIP

The Committee shall consist of seven voting members, and two non-voting members from the community area of Oak Park, as follows:

Seven members from the community-at-large
One member representing the Oak Park School District Board (non-voting)
One member representing the Oak Park Municipal Advisory Council (non-voting)

Members shall serve a two-year term of office with staggered terms. Appointees representing the Oak Park Municipal Advisory Council and the School District shall be selected at a time and in a manner determined by those bodies, and each may designate an alternate in case the appointed member is unable to attend a particular meeting; appointees representing the community-at-large shall be selected by the Board of Directors in January after an advertised opportunity to serve on the Committee is provided to the Oak Park community and after the Board of Directors interviews interested Oak Park resident candidates that are 18 years of age or older.
OPERATION

The Committee shall annually select a Chair and Vice-chair. The Chair shall preside at all regularly convened meetings of the Committee. As an advisory Committee to a public agency, the Committee is subject to all requirements of the Brown Act (Government Code Sections 54950, et. seq.). All meetings of the Committee must be open to the public and notice of meetings scheduled and agendas shall be posted at the District’s Oak Park Community Center and also on the District’s web site.

Minutes of all meetings shall be kept and posted on the District’s web site. The District Manager or designee shall serve as the Committee Secretary to keep minutes, send out meeting notices and similar duties as defined by the Committee.

Robert’s Rules of Order shall govern all Committee meetings. Action of the Committee shall be by a majority vote of the voting members, and only at regularly scheduled meetings. A quorum for purposes of voting shall consist of a majority of the voting members of the Committee. There are 7 voting members, and therefore a quorum is 4. At least four votes in favor of a matter is required in order for a matter to pass.

The Rancho Simi Recreation and Park District shall provide a reasonable level of service through a staff person as a consultant to the Committee and shall assist the Committee by providing information, keeping records, and other related secretarial duties as deemed necessary by the Board of Directors.

The Board of Directors may determine additional guidelines for Committee operation as deemed necessary to insure the ongoing operation of this advisory Committee.

The actions, considerations, and deliberations of this Committee shall be complete and separate from any other Committee established by any of the following organizations: Oak Park Municipal Advisory Council, Oak Park Unified School District, or the Rancho Simi Recreation and Park District.
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