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. Special Meeting – October 15, 2015, 5 p.m.
   B. Regular Meeting – October 15, 2015

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-time Employee of the Month for October 2015 to Ken Paulino

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 10/16/15 (payroll); 10/15/15 (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. Authorization of Request for Proposals for the Simi Hills Golf Course Cart Fleet Contract
      120-15-d
   B. Discussion and Possible Approval of a Modification to Second Addendum to Agreement for Joint Use of Grounds, Buildings, Facilities and Equipment by the Rancho Simi Recreation and Park District and the Simi Valley Unified School District
      50-15-a
   C. Report on Park District Middle School Teen Clubs
      57-15-a 194-15-a
   D. Approval of a Resolution Authorizing Entering Into a Grant Agreement with the California Wildlife Conservation Board for the Acquisition of Alamos Canyon
      178-15-d
   E. Approval of a Grant Application to Santa Monica Mountains Conservancy for the Acquisition of Alamos Canyon
F. Approval of Creation of Full-time Accounting Specialist Position and Promotion of Part-time Accounting Specialist to Full-time Accounting Specialist

IX. WRITTEN COMMUNICATIONS

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Progressive Insurance
Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54956.95

Claimant: Rito Sanchez
Agency Claimed Against: Rancho Simi Recreation and Park District

C. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator:

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

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

Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Parties: Area Housing Authority/USA Properties

Under Negotiation: Price and Terms of Payment
D. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator:

Re: Land Acquisition: Property Located in Ventura County
Commonly Referred to as Alamos Canyon
Located West Adjacent to the Simi Valley Landfill and Recycling Center

Assessor Parcel Numbers:
615-0-150-37  615-0-150-35
615-0-150-32 (portion)  615-0-150-28
615-0-150-14  615-0-150-13
615-0-110-13 (portion)  500-0-292-26
500-0-292-25  500-0-292-24
500-0-292-23  500-0-292-18
500-0-292-17 (portion)  500-0-292-15
500-0-292-10  500-0-291-32
500-0-291-28  500-0-291-26
Which together total approximately 326 acres

Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Parties: The Nature Conservancy, Waste Management, and Rancho Simi Recreation and Park District

Under Negotiation: Price and Terms of Payment

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
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RANCHO SIMI RECREATION AND PARK DISTRICT

MINUTES
SPECIAL MEETING
BOARD OF DIRECTORS

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

THURSDAY, OCTOBER 15, 2015, 5:00 P.M.

I. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Chair Elaine Freeman. Also in attendance were: Vice Chair Gene Hostetler and Directors Dee Dee Cavanaugh, Mark Johnson and Kate O’Brien, staff members Martin Kosla, Esq., Wayne Nakaoka, Larry Peterson, Brian Pierik, Esq., CBRE Senior Sales Director Kadie Presley Wilson, CBRE Broker Laurie Lustig-Bower, and guests Betty Eskey, Sharon McCann, Michael Nigh and Judy Pepiot.

II. PUBLIC DISCUSSION

Michael Nigh, representing the Area Housing Authority of Ventura County, indicated the Housing Authority’s continuing appreciation for being included in the negotiations for the District’s Sycamore Drive Community Center property. He again reminded the Board of the need for more affordable housing in the community of Simi Valley and the ability of the Housing Authority and its partner to meet that need with the District’s Sycamore Drive Community Center property.

Sharon McCann, representing the Council on Aging, spoke of the need for senior housing in the community and asked the Park District to consider that need as it reviews the interest it has received in the property.

Betty Eskey, representing the Samaritan Center, expressed her understanding of the need for affordable housing in the community and asked the Park District to consider that need as it reviews the interest it has received in the property.

Judy Pepiot asked the Park District to consider the very important need for affordable housing opportunities for seniors, and provided informational handouts showing vacancy rates and population demographics.

The Chair called a Closed Session at 5:30 p.m.

The Chair reconvened the meeting at 6:25 p.m.
III. CLOSED SESSION

Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

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

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

Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Parties: Qualified Buyers

Under Negotiation: Price and Terms of Payment

The Chair announced that no reportable action was taken on item III.

IV. ADJOURNMENT

Director Cavanaugh moved to adjourn the meeting at 6:26 p.m.; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

Larry Peterson, District Manager
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA 93065
OCTOBER 15, 2015, 6:30 P.M.

AGENDA
ITEM

I. CALLED TO ORDER: 6:35 p.m.

PLEDGE OF ALLEGIANCE: Led by Wayne Nakaoka

II. ROLL CALL: Present: Directors O’Brien, Johnson, Cavanaugh; Vice Chair Hostetler, Chair Freeman
Staff: Erika Dailey, Bryan Horstmannshof, Martin Kosla, Esq., Lee Martin, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Reed, Cyndi Richards, Robin Walker
Guests: Virginia Hayward, Family of Bryan Horstmannshof, Darryl Nind, Adam Swanson

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

Adam Swanson spoke to the Board about a public skate park in Simi Valley. He has been working with Recreation Supervisor Engel at Rancho Santa Susana Center on the skate park’s design and he wanted to know its status. He said hundreds of kids are anxiously awaiting the skate park, and he was concerned when he read in a newspaper article that money set aside for that park has been reallocated to the new property for District offices. District Manager explained that the District has an obligation to complete the neighborhood Runkle Canyon Park, and as bids came in higher than expected, funds for the skate park had to be reallocated to that project. He stated that the timing of the skate park’s construction has not been affected by this. The Advance Planning Committee has reviewed its initial plans, and will be reviewing them again in the next few months. The District intends to construct a skate park at Berylwood Park. Chair Freeman said the project will be discussed at the Budget Workshop next spring, and it probably will be considered for the FY 2016-17 budget. The item will then have to be agendized for the Board’s approval. Adam offered to help in any way to expedite the skate park project.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Special Meeting – September 28, 2015, 4:30 p.m.

ACTION: Director Johnson moved to Approve the Minutes of the Special Meeting of September 28, 2015, 4:30 p.m.; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.
Minutes, Page 2, Regular Meeting, Board of Directors  
Rancho Simi Recreation and Park District, October 15, 2015

(B) Approval of Minutes of the Regular Meeting – October 1, 2015

**ACTION:** Director Cavanaugh moved to Approve the Minutes of the Regular Meeting of October 1, 2015 as amended; Vice Chair Hostetler seconded the motion. Motion carried with a unanimous vote.

V.

**SCHEDULED ITEMS AND PUBLIC HEARINGS:**

(A) Presentation of the Part-Time Employee of the Month September 2015 to Bryan Horstmanshof 35-15-t

Business & Accounting Supervisor reviewed the nomination. Bryan stepped up to the podium with his wife and children to receive the award from Chair Freeman. She congratulated him on behalf of the Board and thanked him for all his work. Bryan thanked the District for the award and for having him on staff. He said it has been amazing experience; he loves the camaraderie of everyone, and said he hopes to continue working at the District for a very long time.

(B) Presentation Regarding the 10th Annual Simi Valley Community Games (Oral)

Appreciation was expressed for all the sponsors who have supported the Simi Valley Community Games over the last 10 years. A Powerpoint presentation was shown of the 10th Annual Games. It included photos of all the seniors as they participated in the various sports and activities. Some of the sports were: golf, pickleball, Wii Bowling, Horseshoes, Bocce Ball, and Lawn Bowling. Both Chair Freeman and the District Manager remarked about how Simi Valley has a vibrant community and a great Senior Center.

VI.

**CONSENT AGENDA:**

(A) Approval of Check Registers: 10/2/15 (payroll); 9/30/15 (payables)

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

VII.

**CONTINUED BUSINESS:**

None.

VIII.

**NEW BUSINESS:**

(A) Review and Acceptance of Revised Conceptual Master Plan for Rancho Santa Susana Community Park 116-15-e

Staff stated that the Conceptual Master Plan was reviewed by the Board at their last Board Meeting and that some requests were made by AYSO and the Soccer Foundation at that time. Staff has since made slight changes to the Master Plan and was able to incorporate 95% of their requests. Director Cavanaugh complimented staff on doing a great job in modifying the plans. Chair Freeman asked if there were any questions on the Revised Conceptual Master Plan.

**ACTION:** Director O’Brien moved to Approve Revised Conceptual Master Plan for Rancho Santa Susana Community Park; Director Johnson seconded the motion. Motion carried with a unanimous vote.
(B) Discussion and Possible Approval of an Increase in Rancho Simi Recreation and Park District’s Contribution Towards the 2016 July 4th Independence Day Celebration 11-15-a

District Manager provided background on the July 4th event and its importance to the community, and noted staff’s recommendation of an increase in contribution for the 2016 July 4th Celebration.

Darryl Nind and Virginia Hayward, representing Rotary Club of Simi Valley and the 4th of July Celebration, addressed the Board. Mr. Nind handed out the Rotary Club’s profit and loss statement. He said the Club wants to cover the cost of the July 4th event and raise additional funds as a charitable event so that they can give something significant back to the community, such as supporting organizations like the Samaritan Center. They both stated they have incurred many added expenses, such as the cost of additional insurance and higher rental costs, and they have lost some sponsors. If the Club’s profit continues to shrink over time, Mr. Nind indicated the Rotary Club may not want to do the event and it would go back to the City. He believes it would cost much more than $50,000 for the agencies to put on the event.

The Board considered the information and provided their views. Vice Chair Hostetler said in fund raising an organization learns to deal with what they have raised, and he does not believe it is right for the Club to ask for more public funds from the District. Chair Freeman said she looks at the per capital of people who would benefit from the fireworks and the event – what it does for the community as a whole. She also understands the concern over using public money that would go toward a private charity. Director Cavanaugh said the event is S.V. Rotary Club’s largest fund raiser for the year and as a member she knows how many hours are put into the event by volunteers - Rotarians, families, friends, and community members. She does not think the Park District or the City could put on the event for $50,000. She also feels this event provides a larger service to the community as it is free and many people get enjoyment from it. Along with Directors Johnson and O’Brien they discussed how so many of the public are able to enjoy viewing the fireworks from so many areas in the City. A question was raised as to whether Director Cavanaugh, a Rotary Club member, could vote on this item. District Manager stated that District’s Legal Counsel had previously advised the Board that as there is no personal financial connection that a Board Member has to their role on the Rotary Club in this event Director Cavanaugh may vote on this item.

ACTION: Director Johnson moved to Approve an Increase in Rancho Simi Recreation and Park District’s Contribution Towards the 2016 July 4th Independence Day Celebration; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(C) Discussion and Possible Approval of Part-time Employee Classifications and Hourly Pay Rates 35-15-u

District Manager reviewed the current and proposed pay rates for the part-time employees. He said the schedule incorporates the new minimum wage increase that becomes effective on January 1, 2016, and that most part-time pay rates will increase. Several positions also have been consolidated into a new Classification 6 pay range. He reminded that the Board had approved a sick leave benefit for part-time employees this year, and implemented under the Affordable Care Act an offer of health insurance to a percentage of eligible part-time employees. This health benefit will be fully implemented for eligible part-time employees in January 2016. The Board inquired about a bill for further minimum wage increases. Chair Freeman stated that bill was vetoed by the Governor.

ACTION: Vice Chair Hostetler moved to Approve the Part-time Employee Classifications and Hourly Pay Rates; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.
(D) Discussion and Possible Approval of Revision to Guidelines for Operation of Oak Park – Park and Recreation Planning Committee 51K-15-n

District Manager reminded the Board that the last Committee election held at the MAC meeting resulted in the filling of only one of three vacancies on the Committee. The remaining two position vacancies were thereafter advertised and the Board interviewed a number of very qualified candidates interested in serving on the Committee before making the remaining appointments. That experience led the Board to request a review of the Committee guidelines be added to its agenda for discussion. At the meeting on April 16, 2015, the Board requested staff to incorporate various changes and return the item to the Board for further consideration. On May 7, 2015, the Board further considered the increase in at-large members from 5 to 7 and removal of the voting authority of the School District and MAC appointees, and requested staff next obtain input from the Committee. District Manager indicated he had not placed consideration of the changes onto the Committee’s agenda because he thought the Board should further consider the item first. District Manager indicated the staff report on this Agenda recommends the membership of the Committee remain at 7 (5 at-large and two appointed), retains the voting rights of the MAC and School District representatives, replaces the election of the community at large members with an appointment process, and provides for a Board member to serve as the meeting facilitator without voting authority. The Board discussed the changes and expressed its desire to receive the Committee’s feedback before further considering and/or approving any Guideline changes.

IX. WRITTEN COMMUNICATIONS:

None.

X. REPORTS BY BOARD MEMBERS:

Director Johnson attended a Soccer Foundation meeting. They discussed what is happening with Fields 4 and 5 and considered a request for installation of a new sign saying that turf shoes only are allowed on these fields for practices. They also voted not to use goals on the fields, Mondays through Fridays.

Director Johnson along with Vice Chair Hostetler attended a CARPD Board meeting. He said the CARPD Annual Conference will be in Lake Tahoe again next May.

Director Johnson attended a Golf Committee meeting at Simi Hills Golf Course and said the course looks wonderful. They discussed the delay of the renovation project and concurred with staff’s recommendation to delay the irrigation project.

Director O’Brien attended a Joint Park District/S.V. Historical Society Committee meeting on October 5th. Some items discussed were: the Day of Dead Festival on November 1st to celebrate the Bicentennial of Rancho Simi Land Grant, the Cultural Heritage Board’s request to tour the Colony House, scheduled miscellaneous repairs at the Park, the completion and results of the VCCF digitization project for the Heritage Fund grant, and the City and S.V. Hospital Foundation’s presentation of the Special Olympics flag to City Historian Pat Havens in recognition of the Historical Society and Park District’s hosting of Special Olympians at Strathearn Park.

Director O’Brien attended a VCSDA meeting on October 6th. She mentioned that she had been looking forward to the guided tour of the Seabee Museum before the meeting, but due to a power outage it unfortunately had to be canceled.
Director O’Brien said she has enjoyed going on some of the group hikes with District staff.

Director Cavanaugh was unable to attend the rescheduled Soccer Foundation meeting as the District’s Oak Park - Park and Recreation Planning Committee meeting occurred that same night.

Director Cavanaugh said the Oak Park Committee meeting went well. She reported that Recreation Supervisor Peace gave a nice presentation of the recreation programs, a review of the parks inspections were all positive, they were thrilled with the water bowls that were installed at a couple of the parks’ on the fountains to provide water for dogs. They discussed the Brown Act and some expressed an interest in having further training on it. Staff explained the District is not using the Roundup product at the parks that are adjacent to the schools, and that a regular rotation is in place to monitor any potential runoff at Medea Creek during an El Niño.

Vice Chair Hostetler stated that his items were previously covered.

Chair Freeman did not have any items to report as she had been away on a cruise.

XI. REPORT BY DISTRICT MANAGER:

District Manager reported that he and Vice Chair Hostetler provided a presentation to the Leadership Class.

District Manager stated that the following item, XII. Closed Session, would not be needed.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

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


Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Parties: Qualified Buyers

Under Negotiation: Price and Terms of Payment

XIII. ADJOURNMENT: Vice Chair Hostetler moved to adjourn the meeting at 8:06 p.m.; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: November 5, 2015
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for October 2015 to Ken Paulino

FULL-TIME EMPLOYEE OF THE MONTH FOR OCTOBER 2015

The Full-Time Employee of the Month for October 2015 is Ken Paulino. Ken has been working for the District for eleven years and is a Groundskeeper I in the Planning and Maintenance Department. This is his third award for employee of the month.

NOMINATION NARRATION

The person who nominated Ken had this to say about him: Ken has held the position of Part-Time Groundskeeper 3 and Groundskeeper I while working on the Central Crew, the Irrigation Crew, and the West Crew since he began with the Park District in July of 2004. He has been selected for employee of the month two times and shared the Employee of the Year award. Ken is a hard worker from the start of the day until the last minute of each day. He has carried more than his share of the load while his crew leader was convalescing over a three month period during the hottest time of the year. Ken makes it a habit of finding solutions, rather than always looking for problems. He went out of his way to assist the Volunteer Coordinator during the summer lunchtime recreation program. He also helped the daytime Ranger by being the eyes on within the park, alerting the Ranger of problems that have helped keep the park safe. His efforts to keep the park maintenance to a high standard were always evident, as he kept his crew motivated and always with a positive attitude. He is always looking for ways to improve the appearance of the park and expresses interest in elevating to the next level everything he does. For these reasons, I believe Ken Paulino should be considered for the employee of the month.

BOARD ACTION

Ken has been invited to attend the November 5, 2015 board meeting to receive a plaque and a day off with pay from the board chair.

Theresa Pennington
Director of Administration
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 5, 2015
TO: District Manager
FROM: Golf Course Manager
SUBJECT: Authorization of Request for Proposals for the Simi Hills Golf Course Cart Fleet Contract

BACKGROUND

On August 18, 2011, the Board of Directors approved a 4-year lease agreement between the Rancho Simi Recreation and Park District and Yamaha Motor Corporation, USA for the lease of 84 golf carts for Simi Hills Golf Course. That lease expired on September 20, 2015 and we are now on a month to month arrangement. Our intent was to extend the lease on an interim basis until January when the course was to be closed for renovations, then go out to bid for a new fleet in March or April of 2016 to prepare for the course re-opening.

Given the delay of the course renovation it is appropriate to go out to bid for a new fleet of carts at this time. Not only is the District currently paying new cart prices for a 4-year old fleet, we are also paying full price for parts and supplies since the warranty also expired in September 2015. And as the fleet ages, it will continue to break down more often and show more wear and tear; both of which will diminish their utility and appeal to our customers.

CURRENT FINDINGS

In previous years, American Golf leased golf carts for 3 years. This was done primarily for maintenance reasons, as golf cart fleets at public facilities tend to hold up pretty well for 2-3 years, but any longer than that and they start to break down more frequently and show more wear and tear. This has a significant impact on revenue and can also tarnish the reputation of the golf course. The first lease the District entered into was a 3 year lease, which was subsequently extended by a year to 4 years. The current lease is also a 4-year lease. This fleet is holding up but has required more maintenance in the fourth year and is also definitely showing its age.

An additional source of wear and tear is the repeated daily use and part time usage of the carts as marshal carts and maintenance carts. The maintenance crew does not have enough vehicles for all employees, so they use golf carts for transportation around the course and for maintenance tasks. Custodial staff and golf course marshals also do not have dedicated carts, so they use golf carts to accomplish their tasks also, putting additional hours on the fleet. Having dedicated, light duty utility carts will enable the course to keep the golf cart fleet in better shape, and minimize maintenance costs in the long run. It will also allow course maintenance to perform their early morning tasks without making as much noise, which will be a very welcome improvement for the residents around the course who frequently complain about noise.
Staff is recommending the District issue an RFP to enter into a 36 month lease for a fleet of 90 carts, consisting of 84 golf carts and 6 electric utility carts. Two of the utility carts will be assigned for marshal / custodial usage, and the remaining four will be assigned to course maintenance. This will in turn enable the reassignment of two Gator vehicles currently used in maintenance as range carts to replace the current range carts which are very old and constantly breaking down.

<table>
<thead>
<tr>
<th>Action</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>Board authorization of Request for Proposals</td>
<td>Thursday, November 5, 2015</td>
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<tr>
<td>Advertisement of RFP</td>
<td>Sunday, November 8, 2015</td>
</tr>
<tr>
<td>Proposal Submittal Deadline</td>
<td>Tuesday, November 24, 2015</td>
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<tr>
<td>Announcement Selected Proposer</td>
<td>Friday, November 27, 2015</td>
</tr>
<tr>
<td>Anticipated Award of Contract</td>
<td>Thursday, December 3, 2015</td>
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<tr>
<td>Expected Delivery of New Fleet</td>
<td>To Be Determined</td>
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FISCAL IMPACT:

Golf cart rental is a revenue-generating component of the operations at Simi Hills Golf Course. For example, in FY 14/15, golf cart rental generated $565,953 in gross revenues, and the annual lease cost was $77,538.

BOARD ACTION REQUESTED:

Staff recommends that the Board authorize the Issuance of the Request for Proposals for the Simi Hills Golf Course Cart Fleet Contract.

Brian Reed, Golf Course Manager
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 5, 2015
TO: District Manager
FROM: Director of Recreation

SUBJECT: Discussion and Possible Approval of a Modification of the Second Addendum to Agreement For Joint Use of Grounds, Buildings, Facilities and Equipment By The Rancho Simi Recreation and Park District And The Simi Valley Unified School District

SUMMARY

The First Addendum to Agreement for Joint Use of Grounds, Buildings, Facilities and Equipment between the Park District and the Simi Valley Unified School District became effective on July 1, 2010. Under the First Addendum, the Park District assumed maintenance responsibilities for athletic fields at four School District sites; Berylwood Elementary School, Hillside Middle School, Adult Education Campus and Apollo High School. The Park District also assumed scheduling of the school fields at these four sites.

In August 2011 the Second Addendum to the Agreement added new restrooms at Monte Vista School (Apollo High School) into the Agreement. This gave The Park District the ability to permit the public, specifically Simi Valley Girls’ Softball, use of these restrooms. As part of the Agreement, the Park District gave $25,000 toward the cost of a shade structure for the south side of the building. Additionally, the Park District assumed daily maintenance of the girls’ and boys’ restrooms, whether we use them or not. Further, when they are used by Girls Softball, it requires Park District staff to unlock and lock the doors, as we do not issue school keys to the user group.

On Saturday, March 22, 2014, the Challenger Field Grand Opening and Dedication was held. The Simi Valley Little League operates the Challenger League and uses the field on Friday nights and Saturday mornings, mid-May through early June. Other users of the Challenger Field have included use by Park District Alternative Recreation for sports and games purposes, Ventura County Special Olympics Softball practices on Saturday mornings, August to December, and AYSO VIP soccer in the outfield area.

This use has shown staff the need for the restrooms northeast of the Apollo ballfields is only necessary when the Challenger Little League is using the fields on Saturday mornings March to June. All other times of the year, except for girls tournaments, girls
softball is either not using the Apollo fields or could use the two toilets at the Challenger restrooms. Simi Valley Girls Softball has agreed that the use of the Challenger Field restrooms would be fine with them. Cleaning of the restrooms would then be done as it best fits into park district custodial staff’s schedule rather than at specified times. Daily year-round cleaning of the school’s restrooms northeast of the Apollo ballfields and the twice per day trip to open and close the facility is a large labor intensive job and would translate to a large savings of staff time if the agreement was modified. This is the intent of this modification of the Second Addendum.

It is proposed the new use of the Challenger restrooms would require us to clean them, although this could be passed along to girls softball. The agreement with the Simi Valley Little League for use of the Challenger Field requires them to clean the restrooms as they are the only user in the Spring. They have not performed well at this and it is proposed park staff assume this responsibility from both the girls softball and little league. It is also being planned we would re-label the doors as “Unisex” rather than the current designation of a single boys and single girls restroom. The restrooms consist of a single toilet in each side, and staff feels a Unisex title would be beneficial during the girls softball times of use.

The revisions as shown in Exhibit 1 have been seen and approved in concept by the Assistant Superintendent of Business Services, Ron Todo, who is taking it to the Simi Valley Unified School District Board of Regents for their approval.

**BOARD ACTION REQUESTED**

Staff recommends the Board approve the Modification of the Second Addendum to Agreement For Joint Use of Grounds, Buildings, Facilities and Equipment By The Rancho Simi Recreation and Park District And The Simi Valley Unified School District.

[Signature]
Doug Gale
Director of Recreation
SECOND ADDENDUM, AS MODIFIED ON NOVEMBER 5, 2015 TO AGREEMENT FOR JOINT USE OF GROUNDS, BUILDINGS, FACILITIES, AND EQUIPMENT BY THE RANCHO SIMI RECREATION AND PARK DISTRICT AND THE SIMI VALLEY UNIFIED SCHOOL DISTRICT

This Second Addendum, as modified on November 5, 2015, to Agreement for Joint Use of Grounds, Buildings, Facilities, and Equipment by the Rancho Simi Recreation and Park District (hereinafter “Park District”) and the Simi Valley Unified School District (hereinafter “School District”), shall be effective November 5, 2015 (hereinafter “Modified Second Addendum to Agreement”).


Except for the additions and modifications set forth herein, all of the provisions set forth in the Agreement for Joint Use and the First Addendum to Agreement between the Parties shall apply. In the event of a conflict between the Agreement for Joint Use, the First Addendum to Agreement, and the provisions specifically set forth in this Modified Second Addendum to Agreement, the provisions of this Modified Second Addendum to Agreement shall control and prevail.

Section A, Item 4, “Apollo High School,” of the First Addendum to Agreement is hereby amended to include the following agreement between the School District and Park District regarding Park District utilization of the Apollo High School Southeast restrooms.

The portable classroom building located on the northeast corner of the Apollo High School Fields has three restrooms located on the south side of the portable classroom building (one boys’ restroom,
one girls’ restroom, and one teachers’ restroom). The School District hereby grants to the Park District, and to persons engaged in activities sponsored or permitted by the Park District, permission to utilize the portable classroom building boys’ and girls’ restrooms north east of the Apollo High School Fields during recreational activities and other events scheduled and permitted for use by the Park District on the Apollo High School Fields, including, but not limited to, Simi Valley Girls Softball practices, games, tournaments, and other events.

In association with the use of these restrooms, the Park District contributed to the School District $25,000.00 toward the cost of a shade structure that was installed on the south side of the portable classroom building covering the restrooms’ walkway. In addition, the Park District shall perform Restroom cleanup of the portable classroom building boys’ and girls’ restrooms, and shall maintain these facilities in clean condition during the times that the restrooms have been used by the Park District or by persons engaged in activities sponsored or permitted by the Park District. Restroom cleanup shall include disposal of trash and debris, mopping of floors, stocking of Park District provided paper towels and toilet paper and cleaning of toilets, sinks, mirrors and partitions. The School District shall be responsible for maintenance of the teachers’ restroom.

With respect to Park District use of the Apollo High School boys’ and girls’ restrooms located on the northeast corner of the Apollo High School Fields, this Addendum contains the entire agreement and understanding of the Parties hereto and merges and supersedes all prior agreements, addendums, representations and discussions pertaining to the subject matter herein.

RANCIO SIMI RECREATION AND PARK DISTRICT, VENTURA COUNTY, STATE OF CALIFORNIA

By: ____________________________
Larry Peterson
General Manager

Date: ____________________________

SIMI VALLEY UNIFIED SCHOOL DISTRICT, VENTURA COUNTY, STATE OF CALIFORNIA

By: ____________________________
Ron Todo
Associate Superintendent,
Business Services

Date: ____________________________
FIRST ADDENDUM TO AGREEMENT FOR JOINT USE OF
GROUNDS, BUILDINGS, FACILITIES, AND EQUIPMENT BY THE
RANCHO SIMI RECREATION AND PARK DISTRICT
AND THE SIMI VALLEY UNIFIED SCHOOL DISTRICT

This First Addendum to Agreement for Joint Use of Grounds, Buildings, Facilities, and Equipment by the Rancho Simi Recreation and Park District (hereinafter referred to as “Park District”) and the Simi Valley Unified School District (hereinafter referred to as “School District”), shall be effective July 1, 2010 and supplements the Agreement entered into by and between the School District and the Park District.

The specific provisions set forth in this Addendum supplements the Agreement for Joint Use of Grounds, Buildings, Facilities, and Equipment by the Ranch Simi Recreation and Park District and the Simi Valley Unified School District effective July 5, 1988 (hereinafter “Agreement”), which Agreement is attached hereto as Exhibit A and incorporated herein by reference. Except for the additions and modifications set forth herein, all of the provisions set forth in the Agreement for Joint Use between the Parties shall apply. In the event of a conflict between the Agreement for Joint Use, and the provisions specifically set forth in this Addendum, the provisions of this Addendum shall control and prevail.

A. Park District Maintenance: The Park District shall take over the maintenance responsibilities for specified fields and facilities at the following four School District sites: Berylwood Elementary School, Hillside Middle School, Adult Education Campus, and Apollo High School. These specific facilities are described below:

1. Berylwood Elementary School Fields: This elementary school is located at 2300 Heywood Street. The Park District shall assume the maintenance responsibilities for all 8.9 acres of school fields. A graphic depiction of the boundaries of the
school fields at this facility is attached hereto as Exhibit B and incorporated herein.

2. Hillside Middle School Fields: This middle school is located at 2222 Fitzgerald Road. The Park District shall assume the maintenance responsibilities for the 11.5 acres of school fields that abut Fitzgerald Road. A graphic depiction of the boundaries of the school fields at this facility is attached hereto as Exhibit C and incorporated herein.

The Park District shall have access to and use of the Hillside Middle School gymnasium restrooms during after-school hours, non-school days, and evenings and weekends. The Park District shall complete cleanup of the restrooms following each scheduled use. The cleanup shall be placed on the Park District’s night custodial cleaning schedules, and shall include disposal of trash and debris, mopping of floors, and cleaning of toilets, sinks, mirrors and partitions.

3. Adult Education Campus Fields: The Adult Education Campus is located at 1880 Blackstone Avenue and offers 4.10 acres of fields. The Park District shall assume the maintenance responsibilities for the 4.10 acres of school fields at the Adult Education Campus. A graphic depiction of the boundaries of the school fields at this facility is attached hereto as Exhibit D and incorporated herein.

4. Apollo High School: This High School is located at 3150 School Street. The Park District shall assume the maintenance responsibilities for the 2.72 acres of school fields at the High School. A graphic depiction of the boundaries of the school fields at this facility is attached hereto as Exhibit E and incorporated herein.

The Park District shall have access to and use of the Apollo High School gymnasium and weight room building restrooms during after-school hours, non-
school days, and evenings and weekends. The Park District shall assume daily maintenance of the gymnasium and weight room building restrooms, and shall maintain these facilities in a first class, neat, clean and wholesome condition at all times. Cleanup of these facilities shall be placed on the Park District's regular custodial cleaning schedules. Restroom cleanup shall include disposal of trash and debris, mopping of floors, and cleaning of toilets, sinks, mirrors and partitions on a daily basis.

B. Field Maintenance Responsibilities: The Parties understand and agree that the maintenance performed by the Park District shall be at the Park District's established "excellent" or "very good" level. Field maintenance shall include: (1) Pickup of all trash and debris on a regular basis; (2) Mowing of all turf areas (approximately forty to forty-five mowings per year per field); (3) Biweekly weed whipping of fence lines and around structures; (4) As-needed aerification of turf areas; (5) Fertilization of each turf area three times a year (spring, summer and fall); (6) As-needed dethatching of turf; (7) Rodent control on a regular basis; (8) Repair and replacement of irrigation parts/equipment on an as-needed basis; and (9) Trimming of trees located within the boundaries of the fields identified in Exhibits B, C, D and E to provide for both safety and aesthetics.

These maintenance responsibilities shall be performed by the Park District's Grounds Maintenance Division, and each facility referenced in this Addendum shall be assigned to one of the maintenance crews who shall be responsible for daily maintenance.

The Park District agrees that the fields will be maintained in accordance with all State and Federal rules and regulations regarding school fields, including but not limited to application of chemicals and pesticides.

C. Scheduling: The Park District shall assume scheduling of the school fields identified in Exhibits B, C, D, and E, and Apollo High School Gymnasium (hereinafter
the "Identified Facilities"), including allocating time to local youth and adult sport organizations and allocating time for Park District sponsored recreational, social cultural, or educational programs. The Park District shall respond to all complaints or issues with sports leagues and property owners adjacent to the facilities included in this Addendum.

The School District shall have full and unrestricted use of the Identified Facilities during normal and usual school hours, and such other hours as required by the School District for special school events, including the right to reasonably restrict the use thereof during such hours.

At all other times, the Park District shall have the right to the full and unrestricted use of the Identified Facilities, together with each facility’s related parking areas. Park District shall assume all responsibility for scheduling use of the Identified Facilities during after-school hours, non-school days, and evenings and weekends. Nothing in such use shall permit the Park District to have that full and unrestricted use during the times the Identified Facilities would be needed for either school purposes or other mandatory services.

D. Sports Field Water Usage:

1. The School District and Park District shall split evenly the costs of water associated with the maintenance of the fields identified in Exhibits B, C, D and E.

2. The School District shall invoice the Park District for fifty percent (50%) of the water used during the time period indicated on the invoice, and shall include copies of supportive water usage statements for the same time period. The Park District shall reimburse the School District within thirty (30) days of receipt of each School District invoice.
3. When feasible, the School District and Park District shall collectively work together to install separate water meters for the fields identified in Exhibits B, C, D and E to allow for separate water usage statements for these fields.

E. **Apollo High School Gymnasium and Weight Room Restroom Utility Usage:** The School District shall invoice the Park District for fifty percent (50%) of gas and electricity used during the time period indicated on the invoice, and shall include copies of supportive utility usage statements for the same time period. The Park District shall reimburse the School District within thirty (30) days of receipt of each School District invoice.

F. **Capital Improvements:** The Park District is considering making substantial upgrades to the Apollo High School site, including the possible installation of a fully handicap-accessible softball field with restrooms. These upgrades shall be made in accordance with Section 8, “Alterations,” in the Agreement identified in Exhibit A. Any additional improvements to other identified school sites included in this Addendum shall also be made in accordance with Section 8, “Alterations,” in the Agreement identified in Exhibit A.

G. **Effective Date:** July 1, 2010.

H. **Term:**

1. **Berylwood Elementary School Fields:** The initial term of this Addendum is for one (1) year from the effective date and shall automatically extend in one (1) year increments unless written notice of termination is received from either Party thirty (30) days prior to the expiration of the current term.
2. Hillside Middle School Fields and Restrooms: The initial term of this Addendum is for one (1) year from the effective date and shall automatically extend in one (1) year increments unless written notice of termination is received from either Party thirty (30) days prior to the expiration of the current term.

3. Adult Education Campus Fields: The initial term of this Addendum is for one (1) year from the effective date and shall automatically extend in one (1) year increments unless written notice of termination is received from either Party thirty (30) days prior to the expiration of the current term.

4. Apollo High School Fields: The initial term of this Addendum is for ten (10) years from the effective date and shall automatically extend in one (1) year increments unless written notice of termination is received from either Party ninety (90) days prior to the expiration of the current term.

5. Apollo High School Gymnasium and Restrooms: The initial term of this Addendum is for one (1) year from the effective date and shall automatically extend in one (1) year increments unless written notice of termination is received from either Party thirty (30) days prior to the expiration of the current term.

6. The term for each of the five items identified above (Berylwood Elementary School Fields, Hillside Middle School Fields and Restrooms, Adult Education Campus Fields, Apollo High School Fields, Apollo High School Gymnasium and Restrooms) may each be independently terminated or allowed to automatically extend by either Party. For example, thirty (30) days prior to the end of the initial term, the Park District or School District may choose to terminate this agreement with respect to the Berylwood Elementary School Fields, but choose to allow the agreements for the other facilities to automatically extend.
I. **Previous Supplemental Agreements:** In addition to the Agreement identified as Exhibit A, the School District and the Park District have established a number of specific agreements providing detailed terms of use for various facilities, including one softball field at Berylwood Elementary School and four softball fields at Apollo High School. With respect to Park District use of School District fields at Berylwood Elementary School and Apollo High School, this Addendum contains the entire agreement and understanding of the Parties hereto and merges and supersedes all prior agreements, addendums, representations and discussions pertaining to the subject matter herein.

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**RANCHO SIMI RECREATION AND PARK DISTRICT, VENTURA COUNTY, STATE OF CALIFORNIA**

By: [Signature]

Larry Peterson
General Manager

Date: 7/2/10

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**SIMI VALLEY UNIFIED SCHOOL DISTRICT, VENTURA COUNTY, STATE OF CALIFORNIA**

By: [Signature]

Lowell Schultz
Associate Superintendent, Business and Facilities

Date: 6/29/10

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First Addendum to Joint Use Agreement By and Between Simi Valley Unified School District and Ranch Simi Recreation and Park District
EXHIBIT A

1988 AGREEMENT FOR JOINT USE OF GROUNDS, BUILDINGS, FACILITIES, AND EQUIPMENT BY THE RANCHO SIMI RECREATION AND PARK DISTRICT AND THE SIMI VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR JOINT USE OF GROUNDS, BUILDINGS, FACILITIES, AND EQUIPMENT BY THE RANCHO SIMI RECREATION AND PARK DISTRICT AND THE SIMI VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into the date hereinafter set forth by and between the SIMI VALLEY UNIFIED SCHOOL DISTRICT, a public School District of Ventura County, California, hereinafter referred to as "School District", and the RANCHO SIMI RECREATION AND PARK DISTRICT, a public Recreation and Park District of Ventura County, California, hereinafter referred to as "Park District". For and in consideration of their mutual promises, obligations assumed, releases given, authorizations given, and the other considerations contained herein, the parties hereto agree as follows:

1. Factual Background and Authority: The California Public Resources Code and the California Education Code authorize and encourage School Districts and Park Districts to cooperate with each other in providing facilities and programs for community education and recreation. In order to provide the best possible educational and recreational facilities and programs to residents of their districts, the School District and Park District have cooperated with each other in the joint use of facilities for a period in excess of twenty-five years. School District facilities have been used by the Park District and Park District facilities have been used by the School District. Further, the two Districts have consciously located parks and schools in close proximity to each other so that grounds, buildings, facilities, and equipment owned by one District would be available for use by the other District. It is the intention and desire of the parties in this Agreement to continue their established tradition of cooperative and joint use of grounds, buildings, facilities, and equipment to enhance the educational and recreational opportunities available to residents of the School District and Park District.

2. Designation of Uses and Programs Covered: The School District and the Park District have established a number of Agreements which provide for cooperation between the two Districts in the use, operation, and maintenance of certain properties and facilities of the two Districts and which provide for cooperation between the Districts in providing recreational and educational programs. These specific Agreements have been established to provide for cooperation between the parties in
dealing with use of property and facilities and provision of programs which require detailed, specific agreements and understandings because of unique circumstances applicable to them. This Agreement shall not supercede or affect in any way such specific agreements for specific uses and programs. This Agreement is intended to govern the relationship of the parties with regard to the use of grounds, buildings, facilities, and equipment when detailed specific understandings and agreements are not required because of unique circumstances applicable to the use or program involved.

3. Grant of Use: The School District hereby grants to the Park District the use of its grounds, buildings, facilities, and equipment pursuant to the procedures set forth in this Agreement. The Park District hereby grants to the School District the use of its grounds, buildings, facilities, and equipment pursuant to the procedures set forth in this Agreement.

4. Conflict in Schedules – Noninterference With Use By Owner: The parties acknowledge that the grounds, buildings, facilities, and equipment owned by each party must be used primarily for the purposes and programs for which they have been acquired and maintained. Use of School District property by the Park District must, of necessity, be secondary to School District use. Similarly, use of Park District property by the School District must, of necessity, be secondary to Park District use. The schedules of the Park District for use of the grounds, buildings, facilities, and equipment of the School District shall not interfere with the regular conduct of School District programs on School District property, nor shall the use by the Park District be inconsistent with the use of such School District property for school purposes. Similarly, the schedules of the School District for use of the grounds, buildings, facilities, and equipment of the Park District shall not interfere with the regular conduct of Park District programs on Park District property, nor shall the use by the School District be inconsistent with the use of such Park District property for park and recreational purposes. In the event conflicts arise in the scheduling of use by the two Districts of grounds, buildings, facilities, and equipment, use of same by the owner shall take precedence. The parties shall, however, seek to avoid conflicts in scheduling through regular communication with each other of their needs for the use of property.

5. Scheduling of Use: The School District shall provide procedures by which the Park District may request and secure
approval of use of School District property, and the Park District shall provide procedures by which the School District may request and secure approval of use of Park District property. Under prior Agreements between the School District and the Park District procedures have been established to process requests for and approvals of use of property. The procedures presently being used by the parties may continue to be used by them under this Agreement. Or, the parties may, at their option, modify those procedures to provide for the implementation of this Agreement. In order to provide for the greatest possible use of School District and Park District property, the parties shall meet periodically to consider and to improve the scheduling procedures used by them.

6. Supervision and Control of Use: The supervision and control of recreational programs and activities for which the Park District has requested the use of School District grounds, buildings, facilities, and equipment under this Agreement shall be vested in and be the responsibility of the Park District. This responsibility shall include the establishment of standards of conduct for children, teenage groups, and adults. Similarly, the supervision and control of educational programs and activities for which the School District has requested the use of Park District grounds, buildings, facilities, and equipment under this Agreement shall be vested in and be the responsibility of the School District. This responsibility shall include the establishment of standards of conduct for children, teenage groups, and adults. The programs and activities scheduled by each District using the property of the other District shall be promoted by the District planning and scheduling such programs and activities. Each District shall train, supervise, and evaluate its personnel participating in and directing programs and activities using the other District's property. Supervisory personnel of both Districts shall cooperate with each other in the evaluation of programs presented and personnel participating. For example, the principals of schools at which recreational programs are conducted shall be encouraged to work with the Park District in the evaluation of the programs presented and the personnel participating.

7. Care and Repair of Property: The Park District, its employees and agents, and all others authorized by the Park District to use School District grounds, buildings, facilities, and equipment under this Agreement shall exercise reasonable care in the use of such property. In the event School District grounds, buildings, facilities, and equipment are damaged or destroyed during use by the Park District, the Park District
shall be responsible for the repair or replacement of such property. If only minor damage to School District property has occurred as a result of Park District use, Park District personnel may repair or replace the property damaged or destroyed. However, if Park District use of School District property results in major damage (defined herein as damage involving repair costs in excess of five hundred dollars ($500.00)), the School District shall perform, or cause to be performed, the necessary repairs or replacements. In such event, the Park District shall reimburse the School District, within thirty (30) days following receipt of a request for reimbursement, for all expenses incurred by the School District in repairing such property damaged during Park District use. The School District, its employees and agents, and all others authorized by the School District to use Park District grounds, buildings, facilities, and equipment under this Agreement shall exercise reasonable care in the use of such property. In the event Park District grounds, buildings, facilities, and equipment are damaged or destroyed during use by the School District, the School District shall be responsible for the repair or replacement of such property. If only minor damage to Park District property has occurred as a result of School District use, School District personnel may repair or replace the property damaged or destroyed. However, if School District use of Park District property results in major damage (defined herein as damage involving repair costs in excess of five hundred dollars ($500.00)), the Park District shall perform, or cause to be performed, the necessary repairs or replacements. In such event, the School District shall reimburse the Park District, within thirty (30) days following receipt of a request for reimbursement, for all expenses incurred by the Park District in repairing such property damaged during School District use. The provisions of this paragraph shall not relate to maintenance and repair of grounds, buildings, facilities, and equipment required by normal use and wear. Each District recognizes that the use of its property by the other District will result in a certain amount of wear and tear, and the District owning such property accepts responsibility for this. When one District uses the grounds, buildings, facilities, or equipment of the other District, the using District shall be responsible for picking up trash and debris and returning the property to its condition prior to such use. For example, in the case of use of buildings, tables and chairs shall be returned to the arrangement of the room prior to use by the other District. In the event use of property under this Agreement results in additional personnel costs to the District permitting use of its property, the District using property under this Agreement shall reimburse the other District for the additional personnel
expenses incurred as a result of such use of property.

8. Alterations: In the event either District determines that its use of the other District's grounds, buildings, facilities, and equipment would be enhanced by altering or changing in any way the other District's property, the District suggesting such alterations or changes shall submit to the other District a written request for permission to make such alterations or changes. If the District which owns the grounds, buildings, facilities, and equipment approves the alterations or changes requested, the requesting District may make such alterations or changes at its sole cost and expense. All such alterations and changes shall immediately become the property of the District owning the property which is altered or changed.

9. Supplies and Equipment: This Agreement is intended to provide for use by each District of the other District's major capital assets, such as grounds, buildings, facilities, and equipment which is installed in or a part of such grounds, buildings, and facilities. It is not intended to cover expendable equipment and supplies. Each District shall supply and furnish such expendable equipment and supplies as shall be necessary to conduct its activities when using the grounds, buildings, facilities, and equipment of the other District. The term "expendable supplies and equipment" shall include such items as balls and other sports equipment, paper supplies, and cleaning supplies and equipment.

10. Fire and Casualty Insurance: Each District shall insure its grounds, buildings, facilities, and equipment against loss resulting from fire or other casualty. The School District hereby waives the right to claim damages from the Park District for any damage to School District grounds, buildings, facilities, and equipment resulting from fire or other casualty. Similarly, the Park District hereby waives the right to claim damages from the School District for any damage to Park District grounds, buildings, facilities, and equipment resulting from fire or other casualty.

11. Indemnification: The Park District shall indemnify, hold harmless, and defend the School District, its Board of Education, officers, agents, and employees from any and all claims, demands, causes of action, suits, and other damages, costs, and expenses arising out of or resulting from any injury to persons or damage to property arising out of the use of the grounds, buildings, facilities, and equipment of the School District while said grounds, buildings, facilities, and equipment are being used by the Park District under this Agreement.
The Park District shall further indemnify, hold harmless, and defend the School District from any and all orders, judgments, and decrees which may be entered in any such suits or actions. Similarly, the School District shall indemnify, hold harmless, and defend the Park District, its Board of Directors, officers, agents, and employees from any and all claims, demands, causes of action, suits, and other damages, costs, and expenses arising out of or resulting from any injury to persons or damage to property arising out of the use of the grounds, buildings, facilities, and equipment of the Park District while said grounds, buildings, facilities, and equipment are being used by the School District under this Agreement. The School District shall further indemnify, hold harmless, and defend the Park District from any and all orders, judgments, and decrees which may be entered in any such suits or actions. Because the grounds, buildings, facilities, and equipment of each District will be used by both Districts pursuant to this Agreement, both Districts shall maintain policies of public liability and property damage insurance as shall be necessary to protect themselves and the other District from liability as a result of the uses permitted under this Agreement. The School District and the Park District mutually acknowledge that the grounds, buildings, facilities, and equipment owned by one District, but used by the other District, may, at some time during the term of this Agreement, have defects or unsafe conditions, including those resulting from the level of maintenance and repair performed by the District owning such grounds, buildings, facilities, and equipment. Each District is familiar with the maintenance and repair policies and procedures of the other District, and each District accepts those policies and procedures as adequate for its use and operations. It is for this reason that each District accepts full responsibility for all injury to persons or property arising out of or resulting from its use under this Agreement of the grounds, buildings, facilities, and equipment of the District owning said grounds, buildings, facilities, and equipment. The provisions of this paragraph shall not apply to loss resulting from fire or other casualty. Such losses shall be provided for pursuant to paragraph 10 above.

12. Liability Insurance: The Park District and the School District shall each, at its own expense, maintain with respect to the grounds, buildings, facilities, and equipment used pursuant to this Agreement and with respect to its programs and activities which use the grounds, buildings, facilities, and equipment of the other District public liability and property damage insurance which shall protect the insuring District and the other District against losses arising out of use of each other's grounds, buildings, facilities, and equipment pursuant to this Agreement. Said insurance shall have a combined single
limit of liability for bodily injuries and property damage in an amount not less than one million dollars ($1,000,000.00). The obligations imposed upon each District to maintain public liability and property damage insurance may be satisfied through the use of appropriate self-insurance. Each District shall furnish to the other District evidence of self-insurance and of ability to respond to claims or a certificate of liability insurance from an insurer admitted to do business in the State of California, which certificate shall verify that said District carries public liability and property damage insurance as described above. Said certificate shall verify:

a. That the other District is an additional insured in said insurance;

b. That such insurance covers premises liability, construction operations and demolition, and contractual liability;

c. That said insurance shall not be cancelled or terminated without thirty (30) days written notice given to the other District;

d. That such insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either the Park District's or the School District's insurance contracts, including defense costs.

13. Term and Termination: This Agreement shall commence on July 5, 1988, and it shall continue thereafter until modified by mutual agreement of the parties or until terminated pursuant to the procedure provided for in this paragraph. This Agreement may be terminated by either party hereto upon giving six (6) months written notice to the other party of its intention to terminate.

RANCHO SIMI RECREATION AND PARK DISTRICT, VENTURA COUNTY, STATE OF CALIFORNIA

By ____________________________
Authorized Agent,
Board of Directors

Date September 29, 1988

SIMI VALLEY UNIFIED SCHOOL DISTRICT, VENTURA COUNTY, STATE OF CALIFORNIA

By ____________________________
Authorized Agent,
Board of Education

Date October 4, 1988
EXHIBIT B

GRAPHIC DEPICTION OF BOUNDARIES OF SCHOOL FIELDS AT BERYLWOOD ELEMENTARY SCHOOL
Berylwood Elementary School: 8.90 Acres
EXHIBIT C

GRAPHIC DEPICTION OF BOUNDARIES OF SCHOOL
FIELDS AT HILLSIDE MIDDLE SCHOOL
Hillside Middle School:  12.90 Acres

*Includes use of Gymnasium Restrooms.
EXHIBIT D

GRAPHIC DEPICTION OF BOUNDARIES OF SCHOOL
FIELDS AT THE ADULT EDUCATION CAMPUS
EXHIBIT D

Adult School: 4.10 Acres
EXHIBIT E

GRAPHIC DEPICTION OF BOUNDARIES OF SCHOOL FIELDS AT APOLLO HIGH SCHOOL
Apollo High School: 2.70 Acres

*Includes use of Gymnasium and Weight Room Restrooms.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 5, 2015

TO: District Manager

FROM: Director of Recreation

SUBJECT: Report on Park District Middle School Teen Clubs

SUMMARY

The District operates after school Teen Clubs at three middle schools within our District. The last remaining middle school, Valley View, will also offer an after school program beginning January 5, 2016. Our efforts with our Teen Clubs began at the Oak Park Unified School District with the implementation of an after school Teen Club at the Medea Creek Middle School in August, 2013. This was followed with the implementation of the first Teen Club in Simi Valley at Sinaloa Middle School in August, 2014, then Hillside in August, 2015. We are excited to have grown quicker than anticipated, much of which happened because of the support and interest in our program from the middle school principals.

The drug and heroin problem facing our community’s youth prompted staff to explore what else we could do in regards to prevention of teens being drawn into this problem. The Teen Club idea first surfaced from Recreation Supervisor Renee Peace who explored the possibility in the community of Oak Park while working on her Masters Degree. Renee discussed her idea with administration at Oak Park Unified School District and conducted a survey of potential parents which resulted in a positive view towards this kind of program. The Park District Board of Directors approved the shift of $20,000 from reserve funds to the delivery and setup of the Medea Creek modular building on February 7, 2013. Implementation efforts of the building at Medea Creek Middle School were a challenge due to its close proximity to open space and fire department concerns. The modular building needed to be outfitted with a fire suppression system including overhead sprinklers and therefore hookup to a domestic water supply. We also had to relocate the schools two large storage containers, move fencing and install additional asphalt foundation for the location of our building. After operating for six months out of a school’s temporary location, we were able to gain final approval to inhabit our leased classroom.

Medea Creek began with 28 students in 2013, grew to 51 students in 2014 and currently has 54 registered in 2015. Sinaloa began in 2014 with 18 students and has grown to 27 students in 2015. In its first year of operation at Hillside, we have 23 students registered. This shows us that word of mouth and having a presence on campus takes a little time to grow, but has shown to be very successful. Much of the success also has to do with our Teen Club Director Dave Demaio. He was
the director at Medea Creek the first year then moved to Sinaloa in 2014, then operated as the Director at both Sinaloa and Hillside in 2015, as we were unsure how many would register at Hillside. We will be hiring a Director for Hillside and Valley View in the next month and have some well qualified applicants. We have also been able to run Summer Teen Travel Camps out of the Medea Creek and Sinaloa locations that we were unsuccessful with prior to implementing our Teen Clubs. We had 22 in this at Medea Creek last summer and 10-20 in the camp in Simi depending on the week.

Our program fee is $222/month for unlimited use. We offer discounts to those from low income households. We lease classrooms from Simi Valley Unified School District at Sinaloa and Valley View campuses. We lease modular classrooms at Medea Creek and Hillside Middle Schools.

Research confirms that supervised, structured after school programs positively effect social and emotional development, encourage health and wellness, and promote better performance in school. The goal of our program is to engage young teens in high-quality programming that promotes socialization and activity, and provides additional learning opportunities. By providing positive supervised programs beyond the hours of the typical school day, we feel it will help reduce teenage crime, drop out rates and truancy. We hope it also lessons negative behavioral patterns such as the use of drugs and alcohol.

Programs at the sites focus on Community Leadership through service projects, volunteering, and extra-curricular activities, Personal Development through homework assistance, enrichment programs, and trainings, and Life Skills through special training opportunities. We have offered Babysitter Training Certification, CPR/First Aid Training, Job Preparation Training through resume writing and interview skill development, and anti-obesity awareness through activities and nutrition education.

**BOARD ACTION REQUESTED**
This is information presentation only, no Board Action Requested.

Doug Gale
Director of Recreation
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 5, 2015

TO: District Manager

FROM: Senior Management Analyst

SUBJECT: Approval of a Resolution Authorizing Entering Into a Grant Agreement with the California Wildlife Conservation Board for the Acquisition of Alamos Canyon

Background:

Alamos Canyon is located north of the 118 freeway between the Simi Valley Landfill on the east and the City of Simi Valley/City of Moorpark boundary line on the west. The Nature Conservancy ("TNC") and Santa Monica Mountains Conservancy ("SMMC") have targeted the acquisition of a portion of Alamos Canyon due to the canyon being a key piece of open space needed to provide a wildlife corridor linkage between the Sierra Madre Mountains and the Santa Monica Mountains.

TNC has negotiated with the property owner, Waste Management of California, Inc. ("WM"), to acquire in fee ownership an approximately 326-acre portion of the canyon for $2,892,126. An additional 408 acres will be protected through a conservation easement at a later date.

TNC and Rancho Simi Recreation and Park District have been working together to secure and preserve the property with the assumption that the Park District will become the owner of the property. The District’s active participation in the acquisition of the property has also required it to be the named “Applicant” on grant applications for state and federal grant funds.

To date, the District has been awarded a $550,000 grant from the Environmental Enhancement and Mitigation Program towards the acquisition, and is pursuing a grant from the SMMC for another $500,000. The California Wildlife Conservation Board ("WCB"), during its November meeting, will consider an award of up to $1,842,126 towards the acquisition, provided the District’s Board approves the attached Resolution authorizing the District Manager to execute the attached Grant Agreement

**Fiscal Impact:** There is no direct fiscal impact to the District associated with the approval of this Resolution and Grant Agreement. If the grant is awarded, the WCB could impose restrictions upon the District’s receipt of grant funds, which could include a request that the District contribute funds towards the acquisition of the property.
Board Action Requested:

That the Board approve the Resolution Authorizing Entering Into a Grant Agreement with the California Wildlife Conservation Board for the Acquisition of Alamos Canyon.

Robin Walker
Senior Management Analyst

WHEREAS, the Wildlife Conservation Board (WCB) was created by legislation in 1947 to administer a capital outlay program for wildlife conservation and related public recreation; and

WHEREAS, the WCB is a separate and independent Board with authority and funding to carry out an acquisition and development program for wildlife conservation under the California Fish and Game Code 1300, et seq.); and

WHEREAS, the primary responsibilities of WCB are to select, authorize and allocate funds for the purchase of land and waters suitable for recreation purposes and the preservation, protection and restoration of wildlife habitat; and

WHEREAS, the Board of Directors of the Rancho Simi Recreation and Park District is pursuing the fee acquisition of 326 acres of land known as Alamos Canyon, located in the County of Ventura, for the protection of public open space, protection of plant and animal habitat corridors, and to provide public outdoor recreation.

Now Therefore, Be It Resolved, that the Board of Directors of the Rancho Simi Recreation and Park District hereby:

1. FINDS that acquisition of the identified property is exempt from the provisions of the California Environmental Quality Act (Categorical Exemption, Section 15313, Class 13);
2. FINDS that the identified property possesses high ecological and habitat value;
3. FINDS that the use of referenced grant funds for acquisition of the identified property is an appropriate expenditure;
4. ADOPTS the staff report and recommendation for this item;
5. AUTHORIZES the execution of California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest number WC-1533KW and the acceptance of grant funds from the listed agencies for the purpose of acquisition of the identified property;
6. AUTHORIZES the acceptance of fee title to the identified property; and
7. AUTHORIZES the District Manager of the Rancho Simi Recreation and Park District to do any and all acts necessary to carry out this resolution and any recommendations made by the Governing Board.

Elaine Freeman, Chair
I HEREBY CERTIFY that the foregoing resolution was adopted at a regular meeting of the Board of Directors of the Rancho Simi Recreation and Park District, duly noticed and held according to law, on the 5 day of __November___, 2015.

Date: ________________

Larry Peterson, District Manager
Rancho Simi Recreation and Park District
CALIFORNIA WILDLIFE CONSERVATION BOARD
GRANT AGREEMENT
FOR
ACQUISITION OF FEE INTEREST

Grantee: Name: Rancho Simi Recreation and Park District
Address: 1692 Sycamore Drive, Simi Valley CA 93065
Attn: Larry Peterson, District Manager

Phone: (805) 584-4400
Fax: (805) 536-7648

Federal Employers ID No.: Taxpayer ID No.: 95-2215284

Project Name: Big Sky Natural Area CAPP - Alamos Canyon

Project Location: Ventura County

WCB Grant Agreement Number: WC-1533KW

WCB Project ID: 2014153

Grant Agreement Amount: Not to exceed $1,842,126.00

Notices to be addressed to:

For Grantee: Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley CA 93065
Attn: District Manager

For Grantor: Wildlife Conservation Board
Mailing address: 1416 9th St., Ste. 1266
Sacramento, CA 95814
Attn: Executive Director

With a copy to: Department of Fish and Wildlife
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
Attn: Director
1. **SCOPE OF AGREEMENT**

Pursuant to Chapter 4 of Division 2 (commencing with Section 1300) of the California Fish and Game Code and Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Prop. 84), Section 75055(b), the Wildlife Conservation Board ("Grantor") hereby grants Rancho Simi Recreation and Park District, a Special District ("Grantee"), a sum not to exceed One Million Eight Hundred Forty Two One Hundred Twenty Six Dollars ($1,842,126.00) ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for Acquisition of Fee Interest ("Agreement").

2. **PURPOSES OF GRANT**

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of the project (the "Project") described as: Grantee’s acquisition of fee title to approximately 326 acres of land known as Big Sky Natural Area CAPP - Alamos Canyon, located in the County of Ventura, California (the "Property"). The Property is more particularly described in Exhibit A attached to this Agreement.

Grantee covenants and agrees that if Grantor deposits the Grant Funds into escrow and Grantee acquires the Property, the Property shall be held and used for the purposes of development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems (individually and collectively, the "Purposes of Grant").

3. **CONDITIONS OF GRANT**

Grantor’s obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfaction of all of the following conditions precedent:

3.1. Grantor shall have reviewed and approved all documents pertaining to Grantee’s acquisition of the Property, including, without limitation, appraisals, preliminary title reports and items referenced therein, options, agreements for purchase and sale, escrow instructions, and instruments of conveyance. Such review and approval by Grantor shall not be unreasonably withheld or delayed. Grantee shall have removed or caused to be removed, or otherwise addressed to the satisfaction of Grantor, any encumbrances or defects of title that Grantor determines are inconsistent, or could interfere, with the Purposes of Grant. Any outstanding security interests or monetary encumbrances affecting the Property shall have been terminated.

3.2. Grantee shall acquire the Property from a willing seller for a purchase price that does not exceed the fair market value of the Property, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of
Professional Appraisal Practice (USPAP) and approved by the Department of General Services. The appraisal shall become part of the project file maintained by Grantor and shall be retained for no less than three years from the date of value.

3.3. Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the acquisition of the Property by Grantee. Upon approval by Grantor, the authorizing resolution or other action shall be attached to this Agreement as Exhibit B.

3.4. Grantee shall have deposited, or caused to be deposited, into escrow all funds beyond those granted under this Agreement that are needed for Grantee to complete the Project.

4. **DISBURSEMENT PROCEDURE**

Except as provided in paragraph 17, upon satisfaction of all of the above Conditions of Grant, and subject to approval of the Project by the Wildlife Conservation Board at a duly noticed public meeting, Grantor shall disburse the Grant Funds directly into the escrow account established for the Project according to the following procedure:

4.1. Grantee shall request disbursement of the Grant Funds by sending a letter to the Grantor ("Disbursement Request"). The Disbursement Request shall be signed by an authorized representative of Grantee and shall contain all of the following:

a. Name and address of Grantee;

b. Project Name and Number of Grant Agreement;

c. Dollar amount and purpose of disbursement;

d. Name, address and telephone number of the title company or escrow holder, name of the escrow officer, and the escrow account number to which the Grant Funds will be disbursed; and

e. A certification by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed to complete the Project have been secured and have been or will be deposited to escrow prior to or at the same time as the requested Grant Funds.

4.2. After receipt of the Disbursement Request, Grantor will promptly and timely (estimated to be 45 working days from the date Grantor receives the Disbursement Request) disburse an amount not to exceed One Million Eight Hundred Forty Two One Hundred Twenty Six Dollars ($1,842,126.00) into the designated escrow account.

5. **GRANTEE’S COVENANTS**
In consideration of Grantor’s disbursement of the Grant Funds, Grantee hereby covenants and agrees as follows:

5.1. The Grant Funds shall be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance and acquisition of the Property.

5.2. The Property shall be held and used only in a manner that is consistent with this Agreement, including the “Purposes of Grant” set forth in Section 2.

5.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor, the California Department of Fish and Wildlife ("CDFW") and any other contributor on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared or approved by Grantee referencing the Project. Subject to the mutual agreement of Grantor and Grantee regarding text, design and location, Grantee shall post sign(s) on the Property to indicate the participation of Grantor and CDFW in Grantee’s purchase of the Property; provided however, that the sign(s) shall display Grantor’s logo, as shown on Exhibit C.

5.4. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board ("WCB"), or its successor. Such approval shall not be unreasonably withheld as long as the Property shall continue to be held and used only in a manner consistent with this Agreement, including the Purposes of Grant set forth in Section 2, and each successor-in-interest assumes and agrees in writing to be bound by the terms, covenants and conditions of this Agreement.

5.5. The Property may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use ("Mitigation"), including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the written approval of the State acting through the Executive Director of WCB or its successor. The State shall not approve any Mitigation on account of (i) the protection of the Property resulting from its acquisition or ownership by the Grantee, (ii) any Mitigation that is inconsistent with this Agreement, or (iii) any activity on the Property (including but not limited to restoration) to cure, correct or otherwise remedy any breach or default of this Agreement. If the State approves any Mitigation under this paragraph, such approval shall be for the purposes of this Agreement only. Actual Mitigation requirements and conditions will be established and enforced by the authorities imposing them.

5.6. The Property (including any portion of it or interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of WCB, or its successor.
5.7. Grantee shall record or cause to be recorded, concurrently with close of escrow for the purchase of the Property, a Notice of Unrecorded Grant Agreement (the “Notice”), incorporating by reference this Agreement and giving public notice that Grantee received funds under this Agreement in order to assist Grantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, Grantee has agreed to the terms of this Agreement. The Notice shall be in the form of Exhibit D.

5.8. Grantee shall provide to Grantor, promptly following the close of escrow, a conformed copy of the recorded deed(s) and Notice, with all recording information, as well as a copy of the final closing or settlement statement and the title insurance policy insuring Grantee as the owner of fee simple title to the Property. Grantee shall also provide copies of such other documents related to the closing of the above transaction as requested by Grantor. These documents shall become part of the project file maintained by Grantor.

5.9. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall allow designated staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of this Agreement.

5.10. Grantee agrees to ensure that the terms and conditions of this Grant Agreement shall be taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Grantee agrees to notify Grantor prior to any such proposed establishment.

6. BREACH AND DEFAULT

6.1. In the event of a breach of any of the terms, covenants or conditions of this Agreement, Grantor shall give written notice to Grantee describing the breach. Notice shall be deemed given when personally delivered or deposited in the United States Mail, postage prepaid, or with a reliable over-night courier, addressed to Grantee at Grantee’s address for notices set forth at the beginning of this Agreement.

6.2. If Grantee does not cure the breach within 90 days of the date a notice of breach is given or, if the breach is not curable within said 90-day period, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion, then Grantee shall be in default (“Default”) under this Agreement.

6.3. Grantee shall also be in Default under this Agreement upon the discovery that information given to Grantor by or on behalf of Grantee under or in connection with obtaining this Agreement was materially false or misleading. Notice of a Default under this Section 6.3 shall be given in accordance with Section 6.1.

7. REMEDIES
In the event of a Default under this Agreement, in addition to any and all remedies available at law or in equity, Grantor shall have the following remedies:

7.1. Grantor may seek specific performance of this Agreement. Grantee agrees that payment by Grantee to Grantor of an amount equal to the Grant Funds disbursed under this Agreement would be inadequate compensation to Grantor for any Default because the benefit to be derived by Grantor from full compliance by Grantee with the terms of this Agreement is for the purposes of development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by Grantor by way of Grant Funds under this Agreement.

7.2. Grantor may require Grantee to convey a conservation easement over the Property in favor of Grantor (or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations of Grantee), and to pay a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to this Agreement, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of payment, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account. The conservation easement shall be for the purposes of development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems. The value of the conservation easement shall be determined by a fair market value appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code and acceptable to Grantor. The appraisal shall be prepared pursuant to USPAP and, if required by law, approved by the Department of General Services.

7.3. Despite the contrary provisions of Article 6 of this Agreement, if Grantor determines that circumstances require immediate action to prevent or mitigate interference with the Purposes of Grant arising from a breach of this Agreement, then Grantor may pursue its remedies without waiting for the period provided for cure to expire.

8. NONPROFIT ORGANIZATION GRANTEE

If Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the State of California. However, prior to that termination, upon approval of
Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this Section 8 shall be recorded and shall set forth the executory interest or right of entry on the part of the State of California.

9. **TERM**

9.1. This Agreement shall be deemed executed and effective when signed by an authorized representative of each party and received in the respective offices of Grantee and Grantor, together with the resolution described in Section 3.3 (the “Effective Date”). Grantee and Grantor shall each sign two original Agreements. Grantee shall receive one completely executed original and Grantor shall receive one completely executed original.

9.2. The term of this Agreement will commence on the date authorized by the Wildlife Conservation Board, as set forth in Section 16 and, unless previously terminated as provided in Section 9.3, will expire on November 18, 2016, if escrow has not closed by that date.

9.3. Prior to Grantee’s close of escrow for acquisition of the Property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with not less than 15 days written notice of such termination. If this Agreement is terminated after Grantor’s deposit of the Grant Funds into escrow but before close of escrow for Grantee’s acquisition of the Property, Grantee shall cause the escrow holder to immediately return all Grant Funds to Grantor and Grantee shall bear all costs and expenses of such termination.

9.4. The provisions of this Agreement that are not fully performed as of the close of escrow, including but not limited to Section 2 (Purposes of Grant) and Section 5 (Grantee’s Covenants), shall survive the close of escrow for Grantee’s acquisition of the Property and remain in full force and effect.

10. **LIABILITY; MODIFICATIONS; INTERPRETATION**

10.1. Grantee shall indemnify, protect and hold harmless Grantor, CDFW, the State of California, and their respective members, directors, officers, agents, and employees (each an “Indemnified Party”), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, “Claims”) arising out of, connected with, or incident to this Agreement or the acquisition, ownership, use, management, operation or maintenance of the Property, except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

10.2. This Agreement may be modified only by written amendment signed by Grantor and Grantee. No prior or contemporaneous oral understanding or
agreement not incorporated in this Agreement shall be binding on either of the parties.

10.3. All references herein to "Grantee" are intended to refer to Grantee or its designee, successor or assignee as may be approved by Grantor.

10.4. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application and to this end the provisions of this Agreement are severable.

10.5. Grantee, its officers, directors, employees, agents and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, director, officer, agent, employee or representative of Grantor.

10.6. This Agreement is not assignable or transferable by Grantee, either in whole or in part, except in connection with a transfer of the Property approved by Grantor under Section 5.4 of this Agreement.

10.7. Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement against Grantee, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

10.8. Enforcement of the terms of this Agreement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or any of the rights of Grantor under it.

10.9. Grantor will notify Grantee as promptly as possible following Grantor's receipt of any request for information related to the Project under the California Public Records Act (Government Code Section 6250 et seq.).

11. CONDEMNATION

If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award (as defined below) which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property (e.g., if Grantor provided $50,000.00 of Grant Funds and the purchase price was $75,000.00, then Grantor would be entitled to two-thirds of the Award). For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on
account of the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Grantee in connection with the taking or purchase.

12. **AUDIT**

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

13. **UNION ORGANIZING**

By signing this Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement and certifies that:

13.1. No state funds disbursed by this grant will be used to assist, promote or deter union organizing;

13.2. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;

13.3. Grantee shall, where state funds are not designated as described in Section 13.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

13.4. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

14. **NON-DISCRIMINATION**

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other
forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a – f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this nondiscrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

15. **EXHIBITS**

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- **Exhibit A** – Property Description
- **Exhibit B** – Certified Resolution or Other Action of Governing Body of Grantee
- **Exhibit C** – Grantor’s Logo
- **Exhibit D** – Form of Notice of Unrecorded Grant Agreement

16. **AUTHORIZATION**

The signature of the Executive Director certifies that at the Wildlife Conservation Board meeting held on November 19, 2015, the Board authorized the award of an acquisition grant to Grantee as provided in this Agreement.

17. **NON-AVAILABILITY OF FUNDS.**

Grantor shall not be obligated to disburse any Grant Funds under this Agreement unless and until the bond cash proceeds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer’s Office to Grantor for expenditure for this grant. Despite any contrary provision of this Agreement, no request for disbursement submitted prior to the release of such bond cash proceeds to Grantor shall be effective.

IN WITNESS WHEREOF, this Agreement is made and entered into this 19th day of November, 2015, in the State of California, by and between the Wildlife Conservation Board and Rancho Simi Recreation and Park District, each of which hereby agrees to the terms and conditions referenced on pages 1 through 10, along with Exhibits A through D, of this Agreement.
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: ____________________________
   John P. Donnelly
Title: Executive Director
Date: ___________________________

GRANTEE:
Rancho Simi Recreation and Park District

By: ____________________________
   Larry Peterson
Title: District Manager
Date: ___________________________
Project Name: Big Sky Natural Area CAPP - Alamos Canyon
County: Ventura
Project ID: 2014153

FUNDING CERTIFICATION:

I hereby certify that: (a) the following funds will be encumbered on behalf of Grantor; and (b) Grant Funds shall not be disbursed unless and until sufficient proceeds from the source identified below become available to Grantor to disburse.

________________________________________________________________________________________
Fiscal Officer Date

Grantee: Name: Rancho Simi Recreation and Park District
Address: 1692 Sycamore Drive, Simi Valley CA 93065
Attn: Larry Peterson, District Manager
Phone: (805) 584-4400
Fax: (805) 536-7648

WCB Grant Agreement #: WC-

Agreement Term: November 19, 2015 to November 18, 2016

WCB Grant Amount: Not to exceed $1,842,126.00

Fund Source:

Appropriation Item: Chapter _____________, Statutes of _____________
Item ______________

Expenditure Code:
EXHIBIT A

(Legal Description)
EXHIBIT B

(Resolution)
EXHIBIT D
(Notice of Unrecorded Grant Agreement)

RECORDING REQUESTED BY:
Rancho Simi Recreation and
Park District
1692 Sycamore Drive
Simi Valley CA 93065
Attn: Larry Peterson, District Manager

WHEN RECORDED, RETURN TO:
State of California
Wildlife Conservation Board
Attn: Executive Director
Mailing address: 1416 9th St., Ste. 1266
Sacramento, CA 95814

NOTICE OF UNRECORDED GRANT AGREEMENT
(WITH COVENANTS AFFECTING REAL PROPERTY)

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of November 19, 2015, is made by Rancho Simi Recreation and Park District ("Grantee") and recorded concurrently with the Deed described below, to provide notice of an agreement between Grantee and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the State of California, affecting the real property described below.

1. WCB and Grantee have entered into the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest, Grant Agreement No. WC-1533KW ("Grant" or "Agreement"), pursuant to which WCB grants to Grantee certain funds for Grantee’s acquisition of fee title to approximately 326 +/- acres of real property located in the County of Ventura, California (the “Property”), by Grant Deed (the “Deed”) from Waste Management of California, Inc., a California Corporation. The Property is legally described in Exhibit A attached to this Notice and incorporated in it by this reference. Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Grant.

2. Grantee agrees under the terms of the Grant to execute this Notice to give notice that Grantee received funds under the Agreement to assist Grantee in acquiring the Property and that, in consideration of the Grant Funds, Grantee has agreed to the terms of the Grant. The Grant is incorporated by reference into this Notice.
3. Grantee covenants and agrees in Section 5 of the Agreement as follows:

3.1. The Property shall be held and used only in a manner that is consistent with the Agreement, including the following “Purposes of Grant” set forth in Section 2 of the Agreement:

    The Property shall be held and used for the purposes development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems (individually and collectively, the “Purposes of Grant”).

3.2. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board (“WCB”) or its successor.

3.3. The Property may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use (“Mitigation”), including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the written approval of the State acting through the Executive Director of WCB or its successor.

3.4. The Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of WCB or its successor.

3.5. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall allow designated staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of this Agreement.

3.6. Grantee agrees to ensure that the terms and conditions of this Agreement shall be taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Grantee agrees to notify WCB prior to any such proposed establishment.

4. Pursuant to Section 7 of the Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, Grantor may seek specific performance of the Grant and may require Grantee to convey a conservation easement over the Property in favor of Grantor (or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations and responsibilities of Grantee), and to pay a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to the Agreement, together with interest thereon as provided in the Agreement.

5. Pursuant to Section 8 of the Agreement, if Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the State of California.
However, prior to that termination, upon approval of Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest and right of entry on the part of the State of California.

6. Pursuant to Section 9 of the Agreement, the Grant shall remain in full force and effect from and after the close of escrow for the acquisition of the Property.

7. Pursuant to Section 10 of the Agreement, the Grant shall be binding upon Grantee and all designees, successors and assigns of Grantee.

8. Pursuant to Section 11 of the Agreement, if all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property.

9. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. Grantee and WCB each has rights, duties and obligations under the Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Agreement, the terms of the Agreement shall govern and control.

10. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by and between WCB and Grantee that commenced November 19, 2015, and is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811; mailing address: Wildlife Conservation Board, c/o Department of Fish and Wildlife, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

Rancho Simi Recreation and Park District

By: ________________________________

Print Name: Larry Peterson

Title: District Manager

[Notary Acknowledgment]
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 5, 2015

TO: District Manager

FROM: Senior Management Analyst

SUBJECT: Approval of a Grant Application to Santa Monica Mountains Conservancy for the Acquisition of Alamos Canyon

Background:

Alamos Canyon is located north of the 118 freeway between the Simi Valley Landfill on the east and the City of Simi Valley/City of Moorpark boundary line on the west. The Nature Conservancy ("TNC") and Santa Monica Mountains Conservancy ("SMMC") have targeted the acquisition of a portion of Alamos Canyon due to the canyon being a key piece of open space needed to provide a wildlife corridor linkage between the Sierra Madre Mountains and the Santa Monica Mountains.

TNC has negotiated with the property owner, Waste Management of California, Inc. ("WM"), to acquire in fee ownership an approximately 326-acre portion of the canyon for $2,892,126. An additional 408 acres will be protected through a conservation easement at a later date.

TNC and Rancho Simi Recreation and Park District have been working together to secure and preserve the property with the assumption that the Park District will become the owner of the property. The District’s active participation in the acquisition of the property has also required it to be the named “Applicant” on grant applications for state and federal grant funds.

To date, the District has been awarded a $550,000 grant from the Environmental Enhancement and Mitigation Program towards the acquisition, and during its November meeting, the California Wildlife Conservation Board will consider an award of up to $1,842,126 towards the acquisition.

District staff is now requesting authorization from the Board to submit a grant application to SMMC for the remaining $500,000 needed to complete the purchase.

Fiscal Impact: There is no direct fiscal impact to the District associated with the submission of the Grant Application. If the grant is awarded, SMMC could impose restrictions upon the District’s receipt of grant funds, which could include a request that the District contribute funds towards the acquisition of the property.
Board Action Requested:

That the Board approve a Grant Application to Santa Monica Mountains Conservancy for the Acquisition of Alamos Canyon.

Robin Walker
Senior Management Analyst
# SANTA MONICA MOUNTAINS CONSERVANCY
## GRANT APPLICATION

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<th>Amount of Request:</th>
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<td>Alamos Canyon Acquisition</td>
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<tr>
<td>1692 Sycamore Drive Simi Valley, CA 93065</td>
<td>Hwy 118 at Alamos Cyn Rd</td>
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<table>
<thead>
<tr>
<th>Phone:</th>
<th>Email:</th>
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<tr>
<td>(805) 584-4400</td>
<td><a href="mailto:larry@rsrdp.us">larry@rsrdp.us</a>; <a href="mailto:robin@rsrdp.us">robin@rsrdp.us</a></td>
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**Grantee's Authorized Representative:**

Larry Peterson, District Manager  
Name and Title: (805) 584-4400  
Phone: (805) 584-4400

**Overhead Allocation Notice:**

- ☑ Any overhead costs will be identified as a separate line item in the budget and invoices.
- ☑ The Conservancy encourages grantees to reduce overhead costs including vehicle and phone expenses.
- ☑ The overhead allocation policy has been submitted prior to or with the grant application.

Note: RSRPD is not requesting reimbursement for overhead costs.

*All check boxes must be checked*

**Project Description:**

Fee title acquisition of approximately 326 acres in Alamos Canyon. The property connects both sides of Highway 118, and provides a wildlife corridor which connects the Los Padres National Forest and the Santa Monica Mountains via a Caltrans easement. Alamos Canyon contains wetlands, riparian, coastal scrub, oak woodland, and grasslands. Preservation of this canyon will protect a key wildlife linkage. The Park District intends to provide public access for recreational activities such as hiking, non-motorized bicycling, horseback riding, and wildlife viewing. A more detailed project summary and map are attached.

*attach additional pages as necessary*

**Tasks / Milestones:**

- **Budget:**
  - Appraisal Completed: $10,000
  - DGS Appraisal Review Completed: $10,000
  - Escrow Fees, Title Report and Insurance, Closing Costs: $10,500
  - Acquisition Purchase: $2,892,126

- **Completion Date:**
  - October 2015
  - September 23, 2015
  - January 2017
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**Acreage:** 326

I certify that the information contained in this Grant Application form, including required attachments, is accurate.

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<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
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STATE OF CALIFORNIA • THE NATURAL RESOURCES AGENCY
Alamos Canyon Acquisition
Project Summary

This grant application is for funds to assist in the fee acquisition of approximately 326 acres located in Alamos Canyon. This open space property is located on the northwestern border of the City of Simi Valley in Ventura County, and is currently owned by Waste Management, Inc.

Rancho Simi Recreation and Park District (RSRPD) and The Nature Conservancy (TNC), as public/private partners, are working to conserve a total of approximately 734 acres of Alamos Canyon containing riparian, coastal scrub, oak woodland, and grassland habitats, and a wildlife linkage which passes through the canyon. Approximately 326 acres will first be acquired in fee, with the remaining acreage to be preserved at a later date through a conservation easement. TNC currently has a two-year option to purchase the property, and plans to assign its rights under the option to RSRPD. RSRPD will become the owner of the property at the close of escrow.

Other organizations which are supporting this effort include California State Parks, The Santa Monica Mountains Conservancy, Santa Monica Mountains National Recreation Area (NPS), and COSCA Open Space District.

Alamos Canyon has been identified as an important wildlife linkage which extends from Los Padres National Forrest to the Santa Monica Mountains and is intended to connect existing large natural open spaces. Linkages help native plants and animals adapt to climate change by maintaining their ability to move within the region. Without this wildlife linkage, the long-term sustainability of native plant and animal populations in the Santa Susana Mountains and Santa Monica Mountains is doubtful.

Approximately 1.25 miles of the Alamos Canyon property fronts Highway 118, with sections of the fee acquisition property being located on each side of the highway. Preservation of Alamos Canyon and the fee acquisition of property on both sides of the highway right-of-way will allow wildlife to safely cross under the freeway at the location of the Alamos Canyon Road overpass.

In addition to protecting the wildlife linkage, this acquisition will also conserve over 50 acres of riparian habitat and much of the Alamos Creek watershed. Because the property will be managed as a natural park, it will expand local opportunities for wildlife education and recreational activities such as hiking, non-motorized biking, and horseback riding.
Approval of this grant application will provide the remaining funds needed to complete this acquisition. Funding is as follows:

<table>
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<th>Costs</th>
<th>EEMP Grant (Awarded)</th>
<th>Santa Monica Mountains Conservancy</th>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: November 5, 2015
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Creation of Full-time Accounting Specialist Position and Promotion of Part-time Accounting Specialist to Full-time Accounting Specialist

BACKGROUND

The District recently completed the recruitment effort to determine the next Director of Administration, which led to the promotion of the District’s Business and Accounting Supervisor. The District is currently advertising an Accountant position to fill the full-time vacancy that was created from the promotion. The person selected for the Accountant position will perform general ledger accounting, reconciliations, financial reporting and more. Staff is recommending the Department restructuring include turning the existing part-time Accounting Specialist into a full-time Accounting Specialist position.

The existing part-time Accounting Specialist works approximately 30 hours per week in the Department. The recommendation contemplates an increase in the hours she works from 30 to 40, making it a full-time position. Attached is the proposed job description. The monthly pay range for the Business and Accounting Specialist position that is being eliminated is $5,799 - $7,470. The pay range for the Accountant position being added is $4,012 - $5,168. Staff’s proposal to create the full-time Accounting Specialist position will provide additional needed hours to the Department, provide a full-time position to an existing valued part-time employee, and result in a cost savings to the District.

RECOMMENDATION

Staff recommends the Board approve the creation of a full-time Accounting Specialist position and approve the promotion of the District’s part-time Accounting Specialist to the full-time Accounting Specialist position.

Larry Peterson
District Manager
ACCOUNTING SPECIALIST

$2,847 – $3,667
(non-exempt)

THE POSITION

Under direction of the Director of Administration this position is responsible for the various aspects of the District’s accounts payable functions. Using computerized processes the position assumes responsibility for the accurate and timely payment of all District obligations. Payments are carried out through both on-demand checks and bi-weekly check runs. The position prepares and/or maintains vendor files, contracts, and related reports. Position may be assigned other related duties and function as back up to other accounting and administrative personnel.

EXAMPLE OF DUTIES

The essential functions of this position include, but are not limited to: performing accounts payable audits; compiling, reconciling, and tabulating invoices for payment; preparing and inputting accurately coded accounts payable vouchers; coordinating payment schedules with all departments; ensuring timely payment of all invoices; completing and verifying check registers for Board approval and distributing payments; handling all vendor communications; correcting billing discrepancies; maintaining all vendor, contract and payment files; responding to annual audit requests; handling year-end 1099 reporting; identifying opportunities for increased efficiency; maintaining liability insurance file; processing NSF checks and correspondence; processing film permit requests for review; assisting with property damage collections and the employee of the month program; and assisting with the chronicling and archiving of accounting and business records following District policy and procedure.

The position may perform other related work as assigned.

EMPLOYMENT STANDARDS

Knowledge, Skills and Abilities: Requires graduation from high school or GED equivalent, and a minimum of (2) two years of directly relevant experience. Must have a good working knowledge of computerized accounts payable processing procedures, journal entry preparation and processing, general accounting principles and procedures and be proficient with spreadsheet and word processing programs. Requires good data entry skills, typing speed of 40 wpm and the ability to operate a computer, 10-key calculator and other standard office machines. Desirable qualifications include: applicable college level course work and/or 3 or more years of related experience, ability to organize workload and meet requisite deadlines with accurate results, and a working knowledge of Microsoft Excel and Word.

License: A California Driver’s License with good driving record is required.
PHYSICAL REQUIREMENTS

It is expected that this position will be sitting 70% of the time or more and require the regular climbing of stairs; occasional bending, kneeling, squatting, reaching overhead, stretching, working on rough or uneven terrain; occasional lifting, carrying, pushing and/or pulling limited to less than 40 pounds; frequent handling and dexterity. Position requires the operation of computer, printer, typewriter, 10-key, photocopier, postage meter, other general office equipment and District vehicle.

EQUAL OPPORTUNITY EMPLOYER

All aspects of employment and promotion shall comply with the principle of Equal Employment Opportunity.

11/5/15
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