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  Vice Chair  Director  Director  Director
Gene Hostetler  Kate O’Brien  Dee Dee Cavanaugh  Elaine Freeman  Mark Johnson

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

II. ROLL CALL

III. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – April 7, 2016

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-time Employee of the Month for April 2016 to Andrea Skinner
   B. Presentation of the Full-time Employee of the Month for March 2016 to Dan Atwood

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 4/1/16 (payroll); 4/15/16 (payables)
   B. Approval of Notice of Completion and Final Acceptance for the Rancho Simi Community Park Lagoon Renovation Project – Phase 1

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

VII. CONTINUED BUSINESS
    None

VIII. NEW BUSINESS
    A. Approval of Agreement with RMA International Inc. for the Design and Construction of Lost Canyons Park
    B. Approval of Creation of Full-time Building Maintenance Worker I Position in Oak Park

IX. WRITTEN COMMUNICATIONS OF NOTE
    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: Dr. C. R. Joshi
Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:
Agency Negotiators: District Manager and Director of Administration
Employee Organization: Rancho Simi Recreation and Park District
Middle Management Association

C. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:
Agency Negotiators: District Manager and Director of Administration
Employee Organization: Rancho Simi Recreation and Park District
Employees Association (“Bargaining Unit”)

D. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:
Agency Negotiator: District Manager and Director of Administration
Employee Organization: Unrepresented Employees

E. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

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

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

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
F. 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
- 615-0-150-32 (portion)
- 615-0-150-14
- 615-0-110-13 (portion)
- 500-0-292-25
- 500-0-292-23
- 500-0-292-17 (portion)
- 500-0-292-10
- 500-0-291-28

Which together total approximately 326 acres

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

Negotiating Parties: The Nature Conservancy and Waste Management

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.
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DRIVE, SIMI VALLEY, CA 93065
APRIL 7, 2016, 6:30 P.M.

AGENDA ITEM

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

PLEDGE OF ALLEGIANCE: Led by Wayne Nakaoka

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

Staff: Alex Barsky, Miguel Chavez, Nikki Davy, Doug Gale, Tracy Heminuk, Teresa Moore, Wayne Nakaoka, Theresa Pennington, Larry Peterson, Brian Pierik, Brian Reed, Robin Walker

Guests: Lydia Alvarez, Thomas Bergh, Kirsten Zeleny, Steve Zeleny, Curt

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

Lydia Alvarez, from the Chumash-Ohlone Indian Council asked the Board to consider a fence around the historical caves on Yosemite Avenue due to vandalism. This fence would be at no cost to Rancho Simi Recreation and Park District and could help preserve the cave for future generations.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting – March 17, 2016

ACTION: Director Cavanaugh moved to approve the Minutes of the Regular Meeting of March 17, 2016; Director Freeman seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Full-Time Employee of the Month for February 2016 to Tracy Heminuk 35-16-g

Director of Administration reviewed Tracy Heminuk’s nomination. Chair Hostetler presented
Tracy with the Employee of the Month award and congratulated her on behalf of the Board.

(B) Presentation of the Part-Time Employee of the Month for March 2016 to Alex Barsky 35-16-h

Director of Administration reviewed Alex Barsky’s nomination. Chair Hostetler presented Alex with the Employee of the Month award and congratulated him on behalf of the Board. Alex expressed how honored he was to receive this award and thanked the person that nominated him.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 3/18/16 (payroll); 3/15/16, 3/31/16 (payables)

ACTION: Director Freeman moved to Approve Consent Agenda Item A; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Approval of a Resolution Granting a Conservation Easement Deed Over a 6.5-Acre Portion of Property Commonly Known as Rocky Pointe Natural Park and Identified as Ventura County Assessor’s Parcel Number 637-0-070-340 Located in Simi Valley, California 190-16-a

Senior Management Analyst outlined the development of All Valleys RV Storage expanded RV storage facility and the mitigation planting to be performed on Park District property at Rocky Pointe Natural Park. A new DG trail, picnic tables and benches will be installed to allow the public to enjoy and appreciate the attributes of this natural park. The Resolution was reviewed and slightly revised by Legal Counsel. The revised Resolution was provided to the Board.

ACTION: Vice Chair O’Brien moved to approve Resolution Granting a Conservation Easement Deed Over a 6.5-Acre Portion of Property Commonly Known as Rocky Pointe Natural Park and Identified as Ventura County Assessor’s Parcel Number 637-0-070-340 Located in Simi Valley, California; Director Freeman seconded the motion. Motion carried with the following roll-call vote:

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

(B) Request by Santa Susana Railroad Depot and Museum Director to Incorporate the Upstairs Portion of the Depot Into the Existing Museum 123A-16-a

Director of Planning and Maintenance introduced the proposal to incorporate the upstairs portion of the Santa Susana Railroad Depot and Museum into a period replica kitchen,
bathroom, dining room, living room and bedroom. The space is now vacant due to the retirement of the tenant caretaker and maintenance has been absorbed by buildings and grounds maintenance staff. A sophisticated alarm system with multiple cameras has been installed for security.

Staff then introduced the Depot Museum Director, Thomas Bergh to present his concept for incorporation of the caretaker’s quarters into the museum display. Mr. Bergh has been running and maintaining the current museum for the past 17 years and has donated many of the items in the museum himself.

Mr. Bergh explained the historical significance of the Depot to the Simi Valley community and talked about the original caretakers who lived there. Mr. Bergh’s idea is to enhance the upstairs with period pieces from the 1920’s and 1930’s that he would source from his extensive contacts in his field. Mr. Bergh explained that the Foundation is healthy and would be able to fund the cost of these improvements. With attendance at the Depot exceeding 50,000 in 14 years, this would enhance the visitor experience and draw more people to the site. Mr. Bergh then allowed Senior Museum Docent Curt to provide a brief historical overview of a couple of the past residents at the Depot.

Concerns were expressed by Director Johnson about the upstairs accessibility given the narrow stair way and about the safety of the building and its contents with no caretaker residing in the building going forward. Mr. Bergh and District staff responded by explaining the installed security system and the fact that tours of the upstairs portion of the museum would only occur with a docent escort, if the Board approved this proposed use.

Director of Planning and Maintenance stated that the proposed changes are considered renovations and therefore no permits would be required.

**ACTION:** Director Freeman moved to approve the Request by Santa Susana Railroad Depot and Museum Director to Incorporate the Upstairs Portion of the Depot Into the Existing Museum; Director Cavanaugh seconded the motion. Motion carried with only Director Johnson voting no.

(C) Discussion and Possible Approval to Install a Disc Golf Course Within the District’s Sycamore Park 140-16-b; 56-16-a

Director of Recreation provided an overview of the recently installed Disc Golf Course at Sequoia Park and stated it is well used and appears to be cohabitating with the other park uses fairly well. Staff then explained that the popularity of the new amenity has lead staff to explore the addition of a second disc golf course at Sycamore Park. That park has adequate parking, hills, views and terrain which lend themselves well to this feature. The disc golf course at that location could be constructed mostly away from the walkways and park grassy areas. There will be a need to level some of the throw areas. The District’s existing funding allocation for disc golf is adequate to cover the installation of this proposed course.

Scott, a resident of Simi Valley, spoke on behalf of Disc Golf and has been playing for 20 years. Scott stated that playing disc golf can keep a positive presence within the park, and that he is very excited about the addition of the course at Sequoia Park and the possible addition of the next course at Sycamore Park.
Minutes, Page 4, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, April 7, 2016

Mr. Steve Zaleny, a resident of Simi Valley, thanked RSRPD for installing the course at Sequoia Park and said that people of all ages can play. He said that currently there are a few conflicts with the soccer groups as they cannot play disc golf when they are onsite and the addition of Sycamore Park would help with these conflicts. Mr. Zaleny also stated that the PDGA professional organization holds a tournament with a $200,000 purse and it would be great to have it here in Simi Valley one day.

Kristen Zaleny, Steve’s daughter, also said a few words on how much she enjoys playing disc golf with her dad and how much she is looking forward to the new course.

**ACTION:** Director Freeman moved to Approve the Installation of a Disc Golf Course at Sycamore Park, Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(D) **Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas 7-16-d**

Director of Planning stated that four more areas in Oak Park have been added to the areas that are referred to as Fuel Modification Zones.

**ACTION:** Director Cavanaugh moved to Approve Authorization to Solicit Bids for Weed Abatement Services at Various District Parks and Open Space Areas, Director Johnson seconded the motion. Motion carried with a unanimous vote.

(E) **Discussion and Possible Approval of an Amendment to the Purchase and Sale Agreement Between the Rancho Simi Recreation and Park District, Area Housing Authority of the Country of Ventura, and USA Properties for the Purchase and Sale of the District’s Property Located at 1692 Sycamore Drive in Simi Valley Extending the Contingency Date from March 31, 2016 to April 29, 2016 53-16-b**

**ACTION:** Director Cavanaugh moved to Approve a Second Amendment to the Purchase and Sale Agreement Between the Rancho Simi Recreation and Park District, Area Housing Authority of the Country of Ventura, and USA Properties for the Purchase and Sale of the District’s Property Located at 1692 Sycamore Drive in Simi Valley Extending the Contingency Date from March 31, 2016 to June 3, 2016, Director O’Brien seconded the motion. Motion carried with a unanimous vote.

IX. **WRITTEN COMMUNICATIONS:**

None.

X. **REPORTS BY BOARD MEMBERS:**

Director Johnson did not have any Committee meetings this period.

Vice Chair O’Brien attended a Youth Council Summit meeting and a CSDA conference call.

Director Cavanaugh did not have any Committee meetings this period.

Director Freeman attended a CSDA Council meeting in Sacramento, where 2000 items were...
reviewed. Some Districts are being challenged for inadequate representation, leading some agencies to determine elected leaders by area. District Manager stated that some consideration of that issue had been given at Rancho Simi – the District would have to be divided into five areas of the same approximate number of residents, which would mean one Board member may be elected from the communities of Wood Ranch and Oak Park.

Director Freeman stated that VCSDA has proposed at ½ cent sales tax that would fund Capital Improvement, which in turn would likely fund LA Metro Link and potentially raise $70 million. This measure will appear on the ballot for the next Statewide election.

Director Freeman expressed concern about the amount of projects that are currently being worked on given that staffing levels have not been increased, and suggested contracting out more of the work to help facilitate completion of the projects and ease the pressure on staff.

Director Freeman attended the Youth Summit and enjoyed the activities group.

Chair Hostetler did not have any Committee meetings this period.

XI.

REPORT BY DISTRICT MANAGER:

District Manager provided a brief response to Director Freeman, acknowledging the very large number of projects currently underway and the complexities of many of them. He stated that efforts are underway to fill the vacancies arising from a number of retirements, and that some of the projects should be winding down in the near future which should free up additional time to complete remaining items and provide some relief to staff.

District Manager attended a Youth Summit at Reagan Library.

District Manager provided an orientation for the two new Oak Park Committee Members with Director of Planning and Maintenance and Recreation Supervisor.

District Manager attended a MRCA Special Meeting.

The Chair called a Closed Session at 8:02 p.m.

The Chair reconvened the meeting at 9:13 p.m.

XII.

CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator:

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

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

(B) 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
615-0-150-32
615-0-150-14
615-0-110-13
500-0-292-25
500-0-292-23
500-0-292-17
500-0-292-10
500-0-291-28
615-0-150-35
615-0-150-28
615-0-150-13
500-0-292-26
500-0-292-24
500-0-292-18
500-0-292-15
500-0-291-32
500-0-291-26

Which together total approximately 326 acres

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

Management

Negotiating Parties: The Nature Conservancy and Waste

Under Negotiation: Price and Terms of Payment

Chair Hostetler stated there were no reportable actions taken on Items XII. (A, B).
XIII. ADJOURNMENT: Director Cavanaugh moved to adjourn the meeting at 9:16 pm; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT

Interoffice Memorandum

Date: May 5, 2016
To: District Manager
From: Director of Administration
Re: Presentation of the Part-Time Employee of the Month for April 2016 to Andrea Skinner

PART-TIME EMPLOYEE OF THE MONTH FOR APRIL 2016

The Part-Time Employee of the Month for April 2016 is Andrea Skinner. Andrea is the Director of the Medea Creek Teen Club in Oak Park in the Recreation Department. She has been working for Rancho Simi Recreation and Park District for three and a half years. This is Andrea’s first award for employee of the month.

NOMINATION NARRATION

The person who nominated Andrea had this to say: I am nominating Andrea Skinner because of her tireless work ethic, commitment to each and every participant in her program, and superlative creativity. In two years as Director of the Medea Creek Teen Club, Andi has exhibited a bevy of characteristics that put her in a category all her own. From creating content both educational and fun for the teenagers involved in her program, to managing staff in a manner that encourages growth within the field and makes work fun. She has taken her club above and beyond the standards placed in front of her. Andi has not just created a successful club; she has made it a mission to make an impact on the lives of her participants. Her supervisor received a letter from a parent who had the following to say: “I went back to work full-time after 10 years of being a stay-at-home mom this past school year. I have a sixth grader at Medea. I was very nervous about this transition for my family. I knew it would be a major change for all of us and perhaps would even be very difficult on the kids. Not only has teen club allowed me the freedom to work again (when it was very much needed), but also has given my son, Ethan, a place to go where he is welcomed and loved! I know he is safe there! I know he is happy there! I know he is growing there! I cannot say enough about how wonderful it is as a parent to be able to be at your job and know that not only is your kid safe but they are also happy! Andi has been an outstanding role model, strong support system and a trusted friend to Ethan. I can honestly say that something I thought Ethan would “have” to do is now something that Ethan “gets” to do, and there is a big difference!” Parents often only need one or two days of care for their children at the teen club, but they instead choose to attend closer to 3 or 4 days a week because they truly enjoy the program and see its value. This is in large part due to Andi’s effort. Andi has earned the honor of employee of the month!
BOARD ACTION

Andrea has been invited to attend the May 5, 2016 board meeting to receive a plaque and a check for $75.00 from the Board Chair.

Theresa Pennington
Director of Administration
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: May 5, 2016

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for March 2016 to Dan Atwood

FULL-TIME EMPLOYEE OF THE MONTH FOR MARCH 2016

The District's full-time employee of the month for March 2016 is Dan Atwood. Dan is a Groundskeeper II in the Planning and Maintenance Department. He has been working for the District for over nine years. This is his second award for employee of the month.

NOMINATION NARRATION

Dan received two nominations for full-time employee of the month. The first person who nominated Dan had this to say: I am nominating this person because he does an outstanding job in all areas of responsibility. He currently maintains Sycamore Drive Community Center, Vista del Arroyo and Darrah Park. He insures that the District’s headquarters are well maintained at all times. He has been working on the central crew for over nine years and has helped with many park improvement projects. He has assisted in the renovation of the softball fields, the Simi Dog Park, and installation of irrigation and sod around the new splash pad at Rancho Tapo Community Park. He is a hard worker with a positive attitude and takes pride in all that he does. He is always willing to help out his co-workers and park patrons. Recently, this person found a co-worker injured in his truck and immediately called 911. He stayed with his co-worker until help arrived then he notified his supervisor and crew leader. All of his hard work and his dedication to the Park District are appreciated.

The second person who nominated Dan stated the following: this employee is a team player and works well with all members of his crew; in addition, he does a great job on special projects. I am nominating this person for his quick reactions and response on February 24, 2016 when he noticed a District employee sitting in his truck and in need of assistance. Dan stopped what he was doing, called 911, assisted the employee, and called his crew leader and his supervisor. His quick actions may have saved his co-worker’s life. These actions are a reflection of the generous character of Dan, and how he truly cares about his fellow employees. His everyday contributions to the team have also been noted by his fellow crew members and the public that visits the parks that he works in. He works as hard as any employee and never complains about tasks or assignments he’s given. His pride in his work is evident looking at any of the parks that he has been involved with and he is modest about his achievements. He is the ideal candidate for employee of the month because of his caring actions that helped save the life of his co-worker and for his dedication as an outstanding Park District employee.
BOARD ACTION

Dan has been invited to attend the May 5, 2016, board meeting to receive a plaque from the Board Chair. He is also eligible for a day off with pay in the next 60 days.

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

DATE: May 5, 2016
TO: District Manager
FROM: Director of Planning and Maintenance
SUBJECT: Approval of Notice of Completion and Final Acceptance for the Rancho Simi Community Park Lagoon Renovation Project – Phase 1

At its meeting of February 5, 2015, the Board of Directors awarded two separate construction contracts to Granite Construction Co. for Phase 1 and Phase 2 of the Rancho Simi Community Park Lagoon Renovation Project. Phase 1 included the demolition and removal of existing site improvements (i.e., trees, existing concrete structures, underground piping, etc.) and the excavation, removal, transportation, and disposal of the existing debris and sediment from the bottom of the lagoon. Phase 2 included the installation of the pond’s mechanical pump system, concrete edge treatment, and clay (bentonite) bottom.

Granite Construction completed the Phase 1 contract on December 11, 2015. At the time of award of contract, the Board authorized an expenditure of up to 10%, or $84,793.00 of the awarded contract, if and when the need arose for extra work or modifications to the contract.

One Change Order in the amount of $3,423.80 was issued for the project. Change Order 1 was to remove and dispose of volunteer vegetation protruding from the bottom of the lagoon sediments. The final cost of the Phase 1 contract is therefore $851,355.80.

Granite Construction is in the final stages of completing the Phase 2 construction contract. Staff anticipates, depending on the availability of water to fill the pond, that the Rancho Simi Community Park Lagoon Renovation Project will be completed in the latter part of May 2016 and open to the public by mid-June 2016.

Board Action Requested:

That the Board of Directors accept the work as complete for the Rancho Simi Community Park Lagoon Renovation Project – Phase 1 and authorize the final payment.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
NOTICE OF ACCEPTANCE

Notice is hereby given that on May 5, 2016, the Rancho Simi Recreation and Park District, organized and existing under Division 5, Chapter 4 of the California Public Resources Code, accepted the Rancho Simi Community Park Lagoon Renovation Project – Phase 1, of the site commonly known as Rancho Simi Community Park, 1765 Royal Avenue, Simi Valley, CA 93065, in the County of Ventura, State of California, as more fully described in Exhibit “A”, attached hereto and by this reference made a part thereof.

Dated: May 5, 2016

Rancho Simi Recreation and Park District

By: ____________________________________________

Gene P. Hostetler
Chair, Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:
   
   NAMES                                   ADDRESSES
   None                                   None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
   
   NAMES                                   ADDRESSES
   None                                   None

7. A work of improvement consisting of the Rancho Simi Community Park Lagoon Renovation Project – Phase 1 on the property hereinafter described was completed on December 11, 2015.
8. The name of the contractor for such work of improvement was Granite Construction Co., 5335 Debbie Lane, Santa Barbara, CA 93111.
9. The property on which said work of improvement was completed is in the City of Simi Valley, County of Ventura, State of California, and is described as follows: Rancho Simi Community Park, 1765 Royal Avenue, Simi Valley, CA 93065, County of Ventura, State of California, as more fully described in Exhibit “A” attached hereto and by this reference made a part hereof.
10. The street address of said property is (see No. 9 above).

Rancho Simi Recreation and Park District

Dated: May 5, 2016

By: ____________________________
   Gene P. Hostetler, Chair, Board of Directors

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

May 5, 2016, Simi Valley, California

By: ____________________________
   Gene P. Hostetler, Chair, Board of Directors
EXHIBIT "A"

RANCHO SIMI COMMUNITY PARK

Legal Description

Parcel 1:

Those portions of Lots 32 and 33 of the Cal. Mutual Benefit Colony of Chicago’s Subdivision of the south one-half of Lot 9, Township 2 North, Range 18 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, as per map recorded in Book 3 Page 19 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the center line of Royal Avenue at the southwest corner of said Lot 32; thence from said point of beginning along the westerly line of said Lot 32,

1st: North 632.28 feet to a point; thence parallel to the south lines of Lots 32 and 33,

2nd: East 566.78 feet to a point distant east 50 feet from the line common to Lots 32 and 33; thence parallel to the said common line,

3rd: South 632.28 feet to a point in the center line of Royal Avenue and the south line of Lot 32; thence along the center line of Royal Avenue and the south line of said Lots 32 and 33,

4th: West 566.78 feet to the point of beginning.

EXCEPT THE west 137 feet of said land as conveyed to Reginald James Webb and Zelma L. Webb, husband and wife, as joint tenants, in deed recorded July 15, 1952, as Document No. 15821 in Book 1077 Page 144 of Official Records.

Parcel 2:

The south 518 feet measured from the center line of Royal Avenue, 60 feet wide, of Lot 33, Cal. Mutual Benefit Colony of Chicago’s Subdivision of the south one-half of Lot 9, Township 2 North, Range 18 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, as per map recorded in Book 3 Page 19 of Maps, in the Office of the County Recorder of said County.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 5, 2016

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Agreement with RMA International, Inc. for the Design and Construction of Lost Canyons Park

Background and Overview:

The Sycamore BMX Raceway has been located on the property north of the Sycamore Drive Community Center for more than thirty years. The maintenance and operation of the Sycamore BMX Raceway is managed privately through a concessionaire’s agreement with the Park District. Over the years, the Sycamore BMX Raceway has produced numerous national champions and is recognized as one of the premier training facilities in Ventura County.

Staff is of the opinion that the Sycamore BMX Raceway provides a unique and vital recreational amenity to the community and should be re-established elsewhere before the close of escrow for the Sycamore Drive Community Center property.

After reviewing the Park District’s current property holdings and various vacant properties on the real estate market, staff has concluded that the Park District’s Lost Canyons Park property is the best option for the new BMX Raceway location. The site is readily accessible from Tapo Canyon Road, contains a long flat basin area large enough to construct the BMX track and parking area, and is surrounded by rolling hills that will naturally abate noise, dust and lighting concerns.

The Lost Canyons Park site was purchased from Marr Ranch I, LLC in 2007 at a cost of $725,000.00. The original purpose for the purchase of the property was to construct and establish a formal football field venue for organized youth sports here in Simi Valley. At the time of purchase, staff retained the services of a consultant engineer to prepare conceptual grading plans for the project. One option was to fill the existing canyon with more than 100,000 cubic yards of material generated from on and off-site sources; the other was to cut and grade the adjacent hillsides to produce a balanced site. This second option would result in a total earth movement of more than 240,000 cubic yards of material.

Even though the possibility of constructing a football field venue at Lost Canyons Park was a viable option in 2007, it is now staff’s opinion that the extensive earthwork required to adequately grade, fill and level the site to construct a football field is cost prohibitive and may raise objections due to environmental and biological concerns.
In order to evaluate the Lost Canyons property’s suitability for the BMX track, staff prepared a conceptual design layout utilizing the existing BMX track configuration. Parking requirements were based on the Sycamore BMX Raceway’s concessionaire’s parking estimates and increased to accommodate additional parking for the adjacent Tapo Canyon Trailhead. Amenities such as a restroom/concession building, spectator areas, bleachers, and fencing were also shown on the plan for discussion purposes.

Director Freeman and staff met with the County’s Planning Department on two occasions to discuss the permit requirements for the project. County staff has indicated that the property is located in the agriculture zone (AE-40) and the project could be permitted under a conditional use permit (CUP) as a “Public Park”. The BMX track will be limited to “non-motorized” wheeled conveyance, and lighting for the BMX track could be considered an incidental use or accessory to the park. In addition to a CUP from the County, the Park District will have to obtain a separate street improvement and grading permit from the City of Simi Valley to construct right-of-way improvements for the entrance along Tapo Canyon Road and for the access road leading to the park.

Lost Canyons Park is set back 170 feet from Tapo Canyon Road and is separated from Tapo Canyon Road by a parcel of land privately owned by Lost Canyons, LLC. The existing dirt road that runs through this parcel of land connects Lost Canyons Park to Tapo Canyon Road. Currently, the Park District has been using this dirt access road under the covenant of prescriptive rights for the purpose of public access to the Tapo Canyon Trail and for maintenance purposes. Staff believes that any prescriptive rights we have over the existing dirt access road to access the property do not extend towards the development of Lost Canyons Park and that a more permanent solution needs to be arranged.

As part of the Conditions of Development for the Lost Canyons Development Project (TT5734), staff conditioned Lost Canyons LLC., to convey that portion of property along Tapo Canyon Road that fronts Lost Canyons Park to the Park District in exchange for credit against their in-lieu park dedication fees. The dedication and conveyance of the property will occur with the recordation of the final map for Tract 5734. Currently, the Lost Canyons Development project has been delayed due to environmental and biological concerns which have circumvented their ability to record the final map.

As an alternative, staff has contacted Lost Canyons LLC to inquire about the possibility of obtaining an access easement over the property until such time as the final map can be recorded. At this time, Lost Canyons LLC is favorable to the proposed access easement concept.

Staff has obtained a proposal from RMA International to prepare the park’s master plan, working drawings, and necessary reports and documentation to permit and construct Lost Canyons Park. In addition to the basic BMX track facility, staff expanded the project’s scope-of-work to incorporate additional park site amenities such as: a tot-lot and pre-teen play area, pump track, decorative trailhead, and lighted dog park area. These elements will be incorporated into the design of the park if space allows.

Mr. Robert McMahon, principal and owner of RMA International, has worked on numerous Park District projects over the past 28 years. As a Senior Landscape Architect for the Peridian Group, Mr. McMahon was the principal architect in charge of the master plans and multiple construction phases for Rancho Tapo Community Park, Rancho Madera Community Park, Rancho Santa
Susana Community Park, and Strathearn Historical Park. As you may recall, RMA International was the landscape architecture firm selected for the design and construction for the Sinaloa Park Project and Phase 5 at Rancho Tapo Community Park (pickleball courts).

This project was reviewed by the Advance Planning Committee on Friday, April 22, 2016. The committee concurred with staff’s recommendation to move forward with the project and recommended that staff present its recommendation to retain the services of RMA International for the design and construction of Lost Canyons Park to the Board at its meeting on May 5, 2016. Therefore, staff is recommending that the Board approve the attached agreement with RMA International Inc. for the design and construction of Lost Canyons Park in the amount of $170,820.00 ($165,820.00 + $5,000.00 for reimbursables).

In addition to the consulting services agreement with RMA International, the Park District will need to independently retain the services of an environmental consultant and geotechnical engineer to assist with the design process. The environmental consultant will prepare the project’s jurisdictional delineation report, initial biological assessment, tree report and bird study. The geotechnical engineer will be responsible for the preparation of the project’s soils engineering report that will be used by RMA’s sub-consultants (civil and structural engineer). Staff has received a proposal from Enviicom, Inc. to perform the project’s jurisdictional delineation, initial biological assessment, tree report and bird study in the amount of $34,120.00. Staff estimates the cost to prepare the project’s soils reports should not exceed $25,000.00.

**Fiscal Impact:**

Adequate funds are available in the Golf Course Enterprise Fund (Fund 80) that can be allocated to Lost Canyons Park to complete this work.

**Board Action Requested:**

1. That the Board approve the Agreement with RMA International, Inc. for the Design and Construction of Lost Canyons Park.

Wayne Nakaoka  
Director of Planning and Maintenance
AGREEMENT FOR DESIGN AND

CONSTRUCTION SERVICES BETWEEN

RANCHO SIMI RECREATION AND PARK DISTRICT

AND RMA INTERNATIONAL, INC.

FOR THE LOST CANYONS PARK PROJECT
AGREEMENT FOR DESIGN AND CONSTRUCTION SERVICES BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND RMA INTERNATIONAL, INC. FOR THE LOST CANYONS PARK PROJECT

This AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES ("Agreement") effective as of ______________________, 2016 ("Effective Date"), is by and between the Rancho Simi Recreation and Park District ("District") and RMA International, Inc. ("Consultant").

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

2.6 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the
services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Consultant's performance. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 3. Additional Services and Changes in Services.

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

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

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

Section 4. Payment of Prevailing Wages for Public Work

4.1 Consultant acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code section 1720, e.g., the surveying work set forth in Exhibit A attached hereto, shall cause Consultant and its subconsultants to comply with the provisions of California Labor Code sections 1775 et seq.

4.2 When applicable, copies of the prevailing rate of per diem wages shall be on file at District's Department of Public Works and available to Consultant and any other interested party upon request. Consultant shall post copies of the prevailing wage rate of per diem wages at the Project site.

4.3 Consultant hereby acknowledges and stipulates to the following:

(a) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

(b) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

(c) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day's work; and
(d) Consultant has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

4.4 Consultant has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Consultant that Consultant is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website located at: http://www.dir.ca.gov/dlse/cmu/cmud.html.

4.5 Consultant has reviewed and agrees to comply with Labor Code Section 1771.1(a), which provides: "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Consultant covenants that it will award any contracts and subcontracts for work that qualifies as a "public work" only to subconsultants which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall obtain proof of such registration from all such subconsultants."

Section 5. Familiarity with Services and Site.

5.1 By executing this Agreement, Consultant represents that Consultant:

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

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

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

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

5.2 If services involve work upon any site, Consultant represents that Consultant has or will review the site and is or will be fully acquainted with the conditions there existing before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed
Section 6. **Compensation and Payment.**

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

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

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

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

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

Section 7. **Required Documentation Prior to Performance.**

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

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

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

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

7.2 District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
Section 8. **Time of Performance: Excusable Delays; Extensions.**

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

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

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

Section 9. **Cooperation by District.**

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

Section 10. **Project Documents.**

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

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

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

11.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying at any time during regular business hours upon written request by District or its designated representative. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant’s address indicated for receipt of notices in this Agreement. Notwithstanding the foregoing, District’s right to inspect, copy and audit shall not extend to the composition of Consultant’s rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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


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

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

12.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

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

Section 14. Nondiscrimination.

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

Section 15. Unauthorized Aliens.

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

Section 16. Conflicts of Interest.

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

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

Section 17. Confidential Information; Release of Information.

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

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

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

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

Section 18. Indemnification.

18.1 Consultant shall indemnify and hold harmless District from and against, any and all liabilities, actions, proceedings, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which District may suffer or incur or to which District may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, to the extent caused by the negligent or willfully wrongful acts or omissions of Consultant, its officers, employees, or agents committed in performing any services under this Agreement.

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

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

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

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

Section 19. **Insurance.**

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

Section 20. **Assignment.**

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

Section 21. **Termination of Agreement.**

21.1 District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

21.2 Consultant may terminate this Agreement at any time upon 30 days’ prior written notice of termination to District.
21.3 Upon termination of this Agreement by either Consultant or District, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

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

Section 22. **Default.**

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

Section 23. **Notices.**

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

To District: Rancho Simi Recreation and Park District 1692 Sycamore Drive Simi Valley, CA 93065 Attention: Wayne Nakaoka, Director of Planning & Maintenance

Telephone No. 805.584.4424 Fax No. 805.526.7648 Email: wayne@rsrpdp.us

To Consultant: RMA International, Inc. 315 3rd Street, Suite N Huntington Beach, CA 92648 Attention: Robert J. McMahan, Jr., Landscape Architect

Telephone No.: 562-618-9119 Fax: N/A Email: rmalandscape@gmail.com

23.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
23.3 Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 24. **General Provisions.**

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

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

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

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

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

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

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

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

24.9 **Venue.** In the event of litigation between the parties, venue will be in the Ventura County Superior Court.
As District's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Neither District nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

RANCHO SIMI RECREATION AND PARK DISTRICT

______________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

______________________________
Brian A. Pierik, District Counsel

CONSULTANT: RMA INTERNATIONAL, INC.

By______________________________
Robert J. McMahon, Jr., Landscape Architect
ALSA #3463
EXHIBIT A

SCOPE OF WORK
EXHIBIT A

LOST CANYONS PARK
Landscape Architect & Engineering
Scope-of-Services

The RMA project team’s specific scope of work outlined in this proposal is for a Colored Conceptual Master Plan, Entitlements for a CUP Application and Construction Documentation Phase services of the improvements and site amenities for the Rancho Simi Recreation and Park District, County of Ventura and City of Simi Valley review and approval of the Lost Canyons Park.

The Park amenities shall include:

a. Lighted BMX Bike Race Track with Office / Concession Building (trailer) and Bleachers similar to the one at the Park District's Main Offices
b. Restroom Building
c. Lighted Dog Park Facility
d. Children's Play Area
e. Lighted Parking Lot for 100 stalls and access road to the park
f. Multi- Purpose Trailhead
g. Pump Track (off road bike course)

The RMA project team shall be:

- Landscape Architect- **RMA International (Prime Consultant)**
- Civil Engineer- **Hovell & Pilarski Engineering (RMA Sub-Consultant)**
- Electrical & Structural Engineer – **IDS Engineers (RMA-Sub-Consultant)**
- Irrigation Designer - **Sweeney Irrigation (RMA – Sub-Consultant)**
- Architect – **Romtec Inc. (RMA- Sub- Consultant)**

RMA shall attend all project meetings listed below and shall coordinate with all project team members and provide submittals of plan set documents, construction cost estimate and graphic exhibits to the Rancho Simi Recreation and Park District for County & City review and approval.

The scope of services outlined in this proposal shall be in Three (3) phases of work

- **Phase 1:** Create a Master Plan & Preliminary Construction Estimate
- **Phase 2:** Prepare Entitlement Plans and Renderings for a CUP Application
- **Phase 3:** Prepare Construction Plans and Specifications

**Phase One: Master Plan**

1. Create park site master plan for the review and approval by the Park District Board of Directors. Plan shall be drawn at 1" =60' scale (36" x 48") sheet size now

2. Preliminary Construction Cost Estimate in MS Excel format for the project
3. One (1) final / approved Park District colored master plan

4. Two (2) colored renderings of proposed structures (restroom and BMX office building)

5. One (1) colored rendering of BMX track area.

6. Attend three (3) meetings with Park District (Two with staff and one Board meeting).

**Phase Two: Entitlement Plans and Renderings for CUP Application**

RMA and project team members shall provide all plan documents on 24" x 36" sheets and the Civil Engineering plan documents shall be on approved County of Ventura standard sheet 22" x 34" format.

All drawings will be drawn electronically using AutoCAD. Plan scales shall be determined by County requirements. Engineering and Landscaping drawing sets shall be drawn no less than 1"-20 scale. Architectural building plans shall be drawn at 1/8"=1'-0" scale.

1. Attend a meeting with Ventura County Staff to determine submittal requirements based on approved Park District master plan concept

2. Civil Engineer shall prepare:
   a. Preliminary Grading Plan
   b. Preliminary hydrology / hydraulic study
   c. Preliminary utility plans for water (no sewer available)

3. Electrical Engineer shall prepare:
   a. Preliminary site electrical plan with electrical main service from SCE
   b. Preliminary site lighting plan
   c. Preliminary photometric plan
   d. Preliminary electrical energy and lighting calculations

4. Architect shall prepare:
   a. Preliminary floor plans and elevations of restroom building
   b. Preliminary floor plans and elevations of BMX office building

5. Landscape Architect shall prepare:
   a. Preliminary construction plans of park site / amenities
   b. Preliminary irrigation plans
   c. Preliminary landscape and planting plans
   d. Preliminary irrigation calculations

6. Attend four (4) meetings (two with Park District and two with County staff)

7. Prepare Power Point presentation for Simi Valley Planning Commission

8. Attend Planning Commission hearing to answer any questions for project
Phase Three: Construction Plans and Specifications

RMA and project team members shall provide all plan documents on 24" x 36" sheets and the Civil Engineering plan documents shall be on approved County of Ventura standard sheet 22" x 34" format.

1. Completion of Construction drawings and specifications for all disciplines, including Structural, Electrical and Mechanical Engineering on restroom / concession building & announcer booth for City and County Plan check submittal.

The RMA project team member construction documents and specifications shall include the following:

Civil Engineering Plans

a. Grading Plan with details and required typical sections
b. On-Site Hydrology / Hydraulic Report & Calculations
c. Compute quantity estimates for earthwork and other Civil items
d. Horizontal Control Plan
e. Storm drainage improvements and Detention Design Plan
f. Street improvements Plan (including driveway at Tapo Canyon Road)
g. Water Course Documentation
   (if needed) assist the Park District in obtaining a water course permit from the Ventura County Watershed Protection District (VCWPD)

Erosion Control Plans

a. Prepare Erosion Control Plan

b. Prepare and Process; Notice of Intent (NOI), National Pollution Discharge Elimination System Notes (NPDES), Storm Water Pollution Prevention Plan (SWPPP) and Standard Urban Storm Water Mitigation Plan (SUSMP) with Regional Control Board

Utility Plans

a. Composite Utility Plan showing existing and proposed utilities
b. Electrical Plan and Details showing new electrical conduits to park features. Provide new electrical service cabinet, electrical power connections for building, pole lights and an irrigation controller. Coordinate and provide forms with Southern California Edison

Architectural Construction Documents

a. Building floor plans, elevations, with related details
b. Structural Engineering
c. Electrical Engineering
e. Mechanical Engineering.
Landscape Construction Documents

a. Construction plans
b. Construction details
c. Irrigation Plans
d. Landscape Tree and Shrub plans
e. Irrigation & Planting details

Structural Engineering

a. Site Features such as; Light poles, Fencing

Specifications

a. CSI format in 8 ½” x 11” booklet form. Specifications will be in CSI Master Format 5 or 6 Digit Section Numbering System. The specifications shall only be Technical Specifications and all Bid Specifications requirements will be provided by the Rancho Simi Recreation and Park District. Specifications will be in Microsoft Word formatting.

2. Attend one (1) meeting with District Staff and One (1) meeting with Ventura County Staff

Deliverables

RMA shall coordinate with all project team members and provide three (3) submittals of plan set documents and specifications to the Rancho Simi Recreation and Park District for County and City review and approval during the construction design service phase. one (1) @ 50% stage, one (1) @ 80% stage and one (1) at final completion stage.

Project Schedule

The anticipated completion of the Master Plan Phase, Entitlement Plan Phase and Construction Plan / Specification Phase process within this scope of work is estimated to be approximately nine (9) months.

Project Fee

The RMA Project Team fixed fee for the above scope of work listed shall be One Hundred Fifty-Four Thousand, Three Hundred-Twenty Dollars ($154,320.00).

Processing with the County of Ventura, Rancho Simi Recreation & Park District and City shall not exceed Eleven Thousand Five-Hundred Dollars ($11,500.00) at an hourly rate per Exhibit B.

Total RMA Project Team Design Services and Processing Fee: One Hundred Sixty-Five Thousand, Eight Hundred-Twenty Dollars ($165,820.00).
Reimbursable Expenses

RMA Project Team’s direct cost for the mileage for meetings, materials, supplies, equipment usage photocopies, postage, shipping and/or delivery, printing cost for plans and presentation graphics requested by the Park District. All receipts shall be submitted to the Park District as backup. (Estimated at: Five Thousand Dollars $ 5,000.00)

Phase Four: Construction Monitoring (Not a part - under separate proposal)

Note: Additional meetings for this project are not included in this scope of work-of-services and will be performed at the request of the Park District on a time and materials basis.

Park District shall supply:

1. Aerial topographical survey plan
2. Aerial photograph of the site
3. Preliminary Biological Assessment and Jurisdictional Report for project site.
4. City as-built water plans in Tapo Canyon Road.
5. Traffic Study (if required)
EXHIBIT B

KEY PERSONNEL AND COMPENSATION
EXHIBIT B
KEY PERSONNEL AND COMPENSATION

1. Consultant’s designated representative(s) who is/are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is/are: Robert J. McMahon, Jr.

2. Total compensation under this Agreement, including reimbursement for actual expenses, shall not exceed: $165,820 plus an additional $5,000 (estimated) for reimbursables.

3. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Consultant as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Consultant’s Exhibit “BB,” RMA Project Team Hourly Fee Schedule – Effective April 2016.
<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Architect</td>
<td>$120.00/hr</td>
</tr>
<tr>
<td>Civil Principal Engineer</td>
<td>$145.00/hr</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>$155.00/hr</td>
</tr>
<tr>
<td>Architect</td>
<td>$160.00/hr</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$175.00/hr</td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td>$160.00/hr</td>
</tr>
<tr>
<td>Irrigation Designer</td>
<td>$120.00/hr</td>
</tr>
<tr>
<td>Computer Draftsperson</td>
<td>$85.00/hr</td>
</tr>
<tr>
<td>Clerical</td>
<td>$55.00/hr</td>
</tr>
</tbody>
</table>
EXHIBIT C

INSURANCE DOCUMENTATION
EXHIBIT C

INSURANCE

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

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

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

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

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

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

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

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

H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by District, but such determination shall not be unreasonably withheld.

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

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

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

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

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

DATE: May 5, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Creation of Full-time Building Maintenance Worker I Position in Oak Park

BACKGROUND

Staff recommends the creation of a full-time Building Maintenance Worker I position at the Oak Park Community Center, with a pay range of $3,461 - $4,459 per month (this position already exists within the District). Since the time of its opening the maintenance of the Community Center has been accomplished with part-time staff. At first, the part-time staff member assigned to that location was responsible for maintenance of both the grounds and the building. As the rentals and activities at the Community Center increased the grounds maintenance responsibilities were reassigned to the Oak Park Grounds Maintenance Crew. This allowed the part-time staff member to focus on the building uses. The part-time staff member currently in this position is set to retire on July 12, 2016. Notice of his intended separation triggered the customary review of the position responsibilities, duties and pay.

The Community Center is now heavily used and the maintenance demands are higher than they have been at any time since its opening. The current part-time staff member works 35 hours per week, which makes the position eligible for PERS retirement benefits, sick leave, and the District’s health insurance benefit under the Affordable Care Act. The cost to turn the position into a full-time position is estimated to be $20,206 in the first year and increase to $32,182, at the top of the pay range for the position. The additional cost would be partially offset by the additional 260 hours per year that a full-time employee will work. The Community Center has been conservatively staffed from the beginning. The recommended change continues the conservative approach, increases maintenance hours, and is expected to facilitate stability in the position.

RECOMMENDATION

Staff recommends the Board approve the creation of a full-time Buildings Maintenance Worker I position in Oak Park.

Larry Peterson
District Manager