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  Gene Hostetler
Vice Chair  Kate O’Brien
Director  Dee Dee Cavanaugh
Director  Elaine Freeman
Director  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 – July 21, 2016

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-Time Employee of the Month for July 2016 to John Krieger

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 7/8/16, 7/22/16 (payroll); 7/15/16, 7/31/16 (payables)
   B. Approval to Provide District Purchased and Issued Swimsuits to Aquatics Staff at No Charge Beginning with 2017 Aquatics Season
   C. Approval of Notice of Completion and Final Acceptance for the Runkle Canyon Park Construction Project

** 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. Recommendation for Approval of an Agreement for Purchase and Sale of Real Estate for the Acquisition of Alamos Canyon
   B. Approval of Mountains Recreation and Conservation Authority Final Budget for Fiscal Year 2016-2017
   C. Approval of Award of Contract for the Arroyo Simi Greenway Phase 2 Construction Project
   D. Approval of Agreement with Behr-Brovers Architects, Inc. for the Design and Construction Management Services for the Mae Boyar Recreation Building Replacement Project
E. Determination of Extent of District Participation in Simi Valley Days Parade

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: Brian Arnone
Agency Claimed Against: Rancho Simi Recreation and Park District

B. Closed Session Pursuant to Government Code Section 54956.8
Conference with Real Property Negotiator
Re: Land Disposition: Property Located In Ventura County at 1692 Sycamore Drive, Simi Valley, Ca
Assessor Parcel Numbers:
642-0-231-285
642-0-231-295
642-0-280-075
642-0-280-085
642-0-280-095
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

C. 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)
615-0-150-35
615-0-150-28
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

D. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County Northeast of the Intersection of Cochise Street and Indian Hills Drive in Simi Valley, Ca

Assessor Parcel Number: 628-0-192-015

Negotiating Parties: District Manager, Director of Planning and Maintenance and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

E. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County at the Southwest Corner of Tapo Canyon Road and Guardian Street in Simi Valley, Ca

Map Book 685; Page 051; Parcels 010, 020, 030

Negotiating Parties: District Manager, Director of Planning and Maintenance and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584–4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1000 N. KANAN ROAD, OAK PARK, CA 91377
JULY 21, 2016, 6:30 P.M.

AGENDA
ITEM

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

PLEDGE OF ALLEGIANCE: Led by Tom Evans

II. ROLL CALL: Present: Directors Cavanaugh, Johnson, Chair Hostetler

Staff: Tom Evans, Doug Gale, Richard Lemmo, Linsey Mead, Wayne Nakaoka, Carol Odenberg, Renee Peace, Theresa Pennington, Larry Peterson, Brian Pierik, Esq., Breanna Nuss

Guests: Dan Mason, Dennis Wheeler, James Ebert

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

Dan Mason, representing AYSO / Soccer Foundation, thanked the Board for considering their proposal to prioritize the lighting project at the Rancho Simi Park soccer field and for responding in a positive way. He said having a lighted field at the Park will be a plus safety-wise and it will allow more opportunities for the players to practice.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting -- July 7, 2016

ACTION: Director Johnson moved to Approve the Minutes of the Regular Meeting of July 7, 2016; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Public Hearing on the Rancho Simi Recreation and Park District Annual Budget, Planning and Maintenance Projects and Three Year Project Plan for FY 2016-17 124-16-c

District Manager said the report includes the preliminary budget that the Board had approved at the first Regular Board Meeting in June and that there has been only one change since then. He said the Board received testimony from individuals who requested prioritizing the lighting of Rancho Simi Community Park’s soccer field. The Finance Committee reviewed their request, and recommended an amendment to the preliminary budget to include the reallocation of funds for lighting the soccer field. This reallocation of funds was incorporated into the District’s preliminary budget. This item is the subject of the Public Hearing. There will be another Public Hearing on this item occurring at the Board’s Regular Meeting on August 18, 2016.

The Chair called a Public Hearing at 6:35 p.m.
As there were no public comments on the proposed budget, the Chair closed the Public Hearing at 6:36 p.m.

(B) Presentation of the Part-time Employee of the Month for June 2016 to Breanna Nuss 35-16-s

Director of Administration reviewed the nomination followed by Chair Hostetler’s presentation of the Employee of the Month award to Breanna Nuss. He thanked her for all her hard work on behalf of the Board. Breanna thanked the District for the award and for the honor to be at this Meeting. Director of Recreation Gale said she has been a Site Director and is so talented. He also noted that Breanna has been selected to take over the Administrative Assistant position at the Rancho Santa Susana Community Center, and that staff is very happy that she will be joining the team there. Recreation Supervisor Peace said that Breanna has been very supportive assisting Recreation Coordinator Pierce on a number of programs and special events. Recreation Coordinator Lemmo said she has also collaborated with others working with the Spark program. A portion of this program is for providing some added structure and focus to teen building for students.

(C) Presentation of the Full-time Employee of the Month for June 2016 to Carol Odenberg 35-16-t

Director of Administration reviewed the nomination and Chair Hostetler presented the Employee of the Month award. Carol congratulated Breanna on receiving her award and said she and all the Site Directors do a tremendous job. She said she appreciated the nomination and the kind words that the employee conveyed, and thanked the District for the award. District Manager stated that Carol is a very hard worker, and that she puts in a tireless effort to make certain the District is properly following procedures, policies and laws. He stated that the HR Department has had only one employee for most of Carol’s time here, even though the District is one of the largest employers in the area. He reminded those present that she has also served as the Executive Assistant to the District Manager and Board Members during that same time period. Finally, District Manager stated that Carol works until she’s done; and then he thanked her for her hard work, dedication and commitment to excellence. Director Cavanaugh said that she appreciates the wonderful work she does for the Board of Directors.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 6/30/16 (payables)

(B) Receive and File Audit Results and Basic Financial Statements for Rancho Simi Recreation and Park District for Fiscal Year Ended June 30, 2015 _31-16-a

(C) Approval of Payment Procedure for Cal Card Transactions _33-16-c

ACTION: Director Cavanaugh moved to Approve Items A-C; Director Johnson seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Authorization to Solicit Bids for the Valley View Playground Renovation Project 7-16-f, 51E-16-a

ACTION: Director Cavanaugh moved to Approve Authorization to Solicit Bids for the Valley View Playground Renovation Project; Director Johnson seconded the motion. Motion carried with a unanimous vote:
(B) Report on the Oak Park Recreation Programs 51K-16-f

This was an informational item only. No action was taken by the Board.

Recreation Supervisor Peace handed out a flyer for the Oak Park 50th Year Celebration on September 18, 2016, and described some of the planned activities for the event.

(C) Report on the Planning and Development Issues and Grounds Maintenance Report for Oak Park 51K-16-g

This was an informational item only. No action was taken by the Board.

(D) Report on Status of Financial Matters in Oak Park Area 51K-16-h

This was an informational item only. No action was taken by the Board.

IX. WRITTEN COMMUNICATIONS OF NOTE:

None.

X. REPORTS BY BOARD MEMBERS:

Director Cavanaugh attended a Finance Committee meeting. She said as a banker and having gone through audits to have a perfect one is a major accomplishment. She congratulated Director of Administration Pennington on the District’s achievement of a perfect audit.

Director of Cavanaugh attended an Oak Park Committee meeting along with Chair Hostetler. She said there was some discussion on the renovation project for Valley View Park, and everyone seemed pleased with the plans. She said the plans include a unique, new playground.

Director Johnson attended the Finance Committee meetings, one of which was a meeting with the auditor.

Director Johnson attended a Personnel Committee meeting, and those minutes have been distributed.

Director Johnson along with Chair Hostetler attended a CARPD meeting in Sacramento.

Director Johnson attended a Santa Monica Mountains Conservancy meeting on July 18th. He said that Lisa Soghor who has been the architect designing all the parks in the LA area for the last 20 years was honored. She is leaving to become the Assistant City Manager for the City of Malibu.

Chair Hostetler said his committees have been covered - CARPD and the Personnel Committee.

XI. REPORT BY DISTRICT MANAGER:

District Manager attended a Linkage Implementation meeting in regards to various agencies’ efforts to preserve open space areas connecting the Santa Monica Mountain range with those to the north. This is a collaboration of people from Fish and Wildlife, the Santa Monica Mountains Conservancy, National Parks Service, Ventura County, Nature Conservancy, and Rancho Simi Recreation and Park District. The District has been very involved in open space and wildlife preservation and is close to finalizing an acquisition of Alamos Canyon. This area is considered
by many agencies to be an important connection for wildlife and animal habitat. The District is also working toward the acquisition of open space property adjacent to Sage Ranch.

The Chair called a Closed Session at 7:30 p.m.

The Chair reconvened the meeting at 7:46 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
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

(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:

615-0-150-37 615-0-150-35
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 and Waste Management

Under Negotiation: Price and Terms of Payment

The Chair stated that there were no reportable actions taken on Items XII. (A) and (B).

XIII. ADJOURNMENT: Director Johnson moved to adjourn the meeting at 7:47 p.m.; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

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

Date: August 4, 2016

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for July 2016 to John Krieger

FULL-TIME EMPLOYEE OF THE MONTH FOR JULY 2016

The District’s full-time employee of the month for July 2016 is John Krieger. John is a Senior Maintenance Supervisor - Grounds in the Planning and Maintenance Department. John has been working for the District for nine years. This is his second employee of the month award!

NOMINATION NARRATION

The person who nominated John had this to say: This employee recently became the new Grounds Maintenance Supervisor and has so far shown great determination in learning the new position. In the past month or so, this Supervisor has put in the extra hours to make sure all new paper work, phone calls and meetings are getting done. At the same time, this Supervisor has already shown an example of making sure requests are handled expeditiously and with good decisions. An example of this happened earlier this month when the Supervisor received a request to investigate concerns of a potential safety issue called in by a homeowner for an abandoned water tank / guzzler located on the west end of Simi Valley in the Park District’s open space. This Supervisor promptly took the request and drove to the area, climbed up the steep terrain to the tank/guzzler, checked the safety conditions inside and out, took photographs, and made a report to his Director explaining the safety concerns and possible solutions. This type of quick action and decision making is one of the reasons why this employee became a Supervisor and for this I nominate him for Employee of the Month.

BOARD ACTION

John has been invited to attend the August 4, 2016, board meeting to receive a plaque from the Board Chair. He is also eligible for a day off with pay within the next 60 days.

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

DATE: August 4, 2016
TO: District Manager
FROM: Director of Administration
SUBJECT: Approval to Provide District Purchased and Issued Swimsuits to Aquatics Staff at No Charge Beginning with 2017 Aquatics Season

SUMMARY

The District’s Policy Manual states that qualified full-time personnel required to wear uniforms in the performance of their duties may receive uniforms or a uniform allowance, as determined by the District Manager. Most of the staff members working in the delivery of aquatics programming are part-time seasonal employees. For those positions the District has purchased a standard red swimsuit for males and for females, and the aquatics staff have in turn purchased those suits from the District at no additional cost. The District has taken this approach to ensure a durable functional suit was worn that also provided a standard and professional image. On July 19, 2016, the District’s Personnel Committee reviewed and discussed this and alternative approaches. The conclusion was reached to consider the swimsuits a uniform and provide for District purchase and issuance at no cost to the aquatics staff members. The estimated annual cost for this approach is $3,100. The Committee recommended this change be implemented with the start of the 2017 aquatics season.

BOARD ACTION REQUESTED

Staff recommends the District purchase and provide swimsuits at no charge to aquatics staff beginning with the start of the 2017 aquatics season.

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

DATE: August 4, 2016

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Notice of Completion and Final Acceptance for the Runkle Canyon Park Construction Project

Background and Overview:

At its meeting of June 18, 2015, the Board of Directors authorized staff to solicit bids for the construction of the Runkle Canyon Park Project. The bid documents incorporated a Base Bid and Additive Bid Alternates to allow staff the flexibility of constructing the park in phases if the bids came in over budget. The bids were publicly opened on August 4, 2015, but the apparent low bidder withdrew its bid due to an inadvertent clerical error.

On September 3, 2015, the Board rejected all bids received on August 4, 2015 and authorized staff to resolicit bids for the project, incorporating reductions to the project’s scope-of-work and additional cost saving alternatives.

At its meeting of October 1, 2015, the Board of Directors awarded a contract for the construction of Runkle Canyon Park to Environmental Construction, Inc. for the Base Bid and three Additive Bid Alternatives.

Environmental Construction, Inc. completed the project on June 10, 2016. At the time of award of contract, the Board authorized an expenditure of up to 10%, or $157,760.80, of the awarded contract, if and when the need arose for extra work or modifications to the contract.

Five Change Orders totaling $103,957.83 were issued for the project, which equates to 66% of the change order allocation authorized by the Board on June 10, 2016. Therefore the final construction contract cost of the project is $1,681,565.83.

Board Action Requested:

That the Board of Directors accept the work as complete for the Runkle Canyon Park Construction Project and authorize the final payment.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
NOTICE OF COMPLETION

Notice is hereby given that:

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

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

   NAMES                        ADDRESSES
   None

7. A work of improvement consisting of the Runkle Canyon Park Project on the property hereinafter described was completed on June 10, 2016.
8. The name of the contractor for such work of improvement was Environmental Construction Inc., 21550 Oxnard St., Suite 1050, Woodland Hills, CA 91367.
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: Runkle Canyon Park, 3302 Fir Ave., 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: August 4, 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.

August 4, 2016, Simi Valley, California

Gene P. Hostetler, Chair, Board of Directors
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

NOTICE OF ACCEPTANCE

Notice is hereby given that on August 4, 2016, the Rancho Simi Recreation and Park District, organized and existing under Division 5, Chapter 4 of the California Public Resources Code, accepted the Runkle Canyon Park Project from Environmental Construction, Inc., 21550 Oxnard St., Suite 1050, Woodland Hills, CA 91367, of the site commonly known as Runkle Canyon Park, 3302 Fir Ave., 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: August 4, 2016

Rancho Simi Recreation and Park District

By: _______________________________

Gene P. Hostetler, Chair
Board of Directors
EXHIBIT “A”

RUNKLE CANYON PARK

Legal Description

Parcel O of Tract No. 5364-3, as shown being a Subdivision of portions of Parcels 1, 2, and 4 of Parcel Map LD-S-616 as per Parcel Map filed in Book 64, Pages 65 to 70, inclusive, in the Office of the Ventura County Recorder of said county.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: August 4, 2016
TO: District Manager
FROM: Senior Management Analyst
SUBJECT: Recommendation for Approval of an Agreement for Purchase and Sale of Real Estate 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") targeted the acquisition of a portion of Alamos Canyon for preservation as public open space due to the canyon being a key parcel needed to provide a wildlife corridor linkage between the Sierra Madre Mountains and the Santa Monica Mountains.

TNC negotiated with the property owners, Waste Management of California, Inc. ("WM"), and obtained an Option to Purchase Alamos Canyon. TNC then proposed that Rancho Simi Recreation and Park District should ultimately be the property owner, and requested that the Park District participate in the acquisition of the property by being the named "Applicant" on grant applications for state and federal grant funds.

Grants:

On June 5, 2014, the Park District’s Board of Directors approved an application for grant funds from the Environmental Enhancement and Mitigation Program administered by the California Natural Resources Agency for the Alamos Canyon Acquisition. The CNRA awarded $550,000 in EEMP grant funds towards the acquisition, and on December 30, 2015 the Park District entered into a Grant Agreement with CNRA for the Alamos Canyon Acquisition Project.

In order to provide the public an opportunity to comment on the proposed acquisition, the Park District held two special meetings, one in Oak Park on January 15, 2015, and the other in Simi Valley January 21, 2015. At these meetings, Park District staff and The Nature Conservancy staff explained the value of the property as a wildlife corridor, and described the efforts being made to secure grant funding for the acquisition and to assure public access to the property for passive recreational purposes, such as hiking, horseback riding, and nature observation.
On November 5, 2015, the Park District's Board of Directors approved a grant application to the California Wildlife Conservation Board for the project. The Park District was ultimately awarded $1,842,126 by the CWCB, and the Grant Agreement was executed on November 19, 2015.

The Board also approved a grant application to the Santa Monica Mountains Conservancy on November 5, 2015, for the acquisition of the property. SMMC awarded $500,000 towards the purchase price of the acquisition and $30,000 to be used towards costs related to the acquisition, and the Grant Agreement with SMMC was executed on December 14, 2015.

As a result of our joint efforts, The Nature Conservancy and Rancho Simi Recreation and Park District were able to secure $2,892,126 in grant funding to fully fund the acquisition of 326 acres in Alamos Canyon.

While the funding sources were being secured, Park District staff had several other issues to resolve.

**Public Access to Alamos Canyon:**

1. **Agreement with County of Ventura**

Due to the location of the property north of the 118 Freeway and a lack of public access roads to the property, Park District staff needed to find a way to construct a recreational trail over Park District property to Alamos Canyon. While the Park District owns property where a trail can be constructed, the Park District's property lacks a safe way to cross the railroad tracks that intersect with the path of the trail. However, the County of Ventura's Oak Park County Park, which is located west of Alamos Canyon, already has a safe railroad crossing in place. Staff determined that it would be possible to construct a recreational trail across Park District property that would connect Oak Park County Park to the Alamos Canyon Road freeway undercrossing. The Park District entered into negotiations with the County of Ventura, and on December 3, 2015 the Park District Board approved an "Agreement for Recreational Use of County of Ventura Oak Park Property by Rancho Simi Recreation and Park District." This agreement allows the Park District to construct six parking stalls, a trail head kiosk, and a trail connection extending easterly to connect the Oak Park County Park facility to Alamos Canyon Road. This also allows the public to safely cross the railroad tracks as they access the parking stalls and trailhead at this location.

2. **Caltrans Encroachment Permit and Maintenance Agreement**

To enter Alamos Canyon, the recreational trail will need to cross under the 118 Freeway at the Alamos Canyon Road freeway undercrossing. Caltrans owns the right-of-way for the freeway undercrossing. Negotiations have been underway with Caltrans to secure an encroachment permit and a maintenance agreement that will allow the recreational trail to cross under the freeway and proceed into Alamos Canyon. At this time, the terms of this
agreement have been reached, and graphic exhibits are being finalized. Staff anticipates bringing the agreement before the Board for review and approval in the near future.

**Conservation Easement Deed:**

An approximately 53-acre portion of the 326 acres being acquired in Alamos Canyon is part of a 58-acre mitigation area established under the terms of the Conditional Use Permit issued to Waste Management for its Simi Valley Landfill and Recycling Center Expansion Project. The terms of the CUP required Waste Management to convey a Conservation Easement Deed for the 58-acre mitigation area to the County of Ventura. Park District staff has been actively participating in the drafting of the Conservation Easement to assure that Waste Management retains the responsibility for and bears the cost of the restoration, management and preservation of the entire 58-acre mitigation area despite the transfer of ownership of a 53-acre portion of the mitigation area to the Park District. This has been no small task, as discussions and negotiations have included staff members from the following organizations: Ventura County Fire Protection District, Army Corps of Engineers, California Department of Fish and Wildlife, Caltrans, and the County of Ventura.

Throughout these efforts, the Park District's staff has worked diligently to preserve the public's right to utilize existing earthen and asphalt roads located within the mitigation area as a recreational trail that will provide public access to the entire 326-acre acquisition area.

As an attachment to the Conservation Easement, the Park District has prepared a Trail Improvement Plan that identifies the path of a recreational trail alongside the mitigation area and provides two locations where trail users can cross through the mitigation area to access the larger portion of the 326 acres located to the west of the mitigation area. The Trail Improvement Agreement details the Park District's plans for trail improvements, signage, trail maintenance processes, habitat protection efforts, and utilization of Rangers to enforce Park District rules and regulations.

At this time, the terms of the Conservation Easement have been agreed to by the parties, but the draft Trail Improvement Plan is still under review. Park District staff anticipates that both the Conservation Easement Deed and Trail Improvement Plan will be finalized and brought to the Park District Board of Directors for review and approval in the near future.

**Loop Trail:**

The proposed recreational trail that runs alongside the eastern boundary of the 326-acre acquisition area utilizes a decades-old earthen and asphalt road known as the Scarab Fire Road. As it heads north from the Alamos Canyon Road freeway underpass, the Scarab Fire Road meanders inside and outside the eastern property boundary between the acquisition area and Waste Management's landfill property. It continues north of the acquisition area into Waste Management property, then loops back into the acquisition area and merges into Alamos Canyon Road on the western side of the acquisition area. In this way it forms a
loop trail that extends north along the eastern boundary, makes a loop to the west at the northern end, and returns southerly along the west the full length of the canyon near the freeway on the south. The Park District and Waste Management are currently negotiating Trail Easement Deeds that will allow recreational trail use of the loop trail. Park District staff anticipates this will be finalized and brought to the Park District Board of Directors for review and approval in the near future.

Certificate of Compliance:

The Park District's acquisition of the 326-acre property will cause lot splits that can be accomplished without the need for a parcel map under Government Code Sec. 66428 and County Code Sec. 8201-4.1. Prior to agreeing to record the new lots as exempt from a map requirement, however, the County of Ventura requires the filing of an Application for a Certificate of Compliance. Prior to submitting the application, the County instructed the Park District to contact the two cities which border the acquisition property, the City of Moorpark and the City of Simi Valley, and request a letter from each city indicating their support for the lot split and the Application for the Certificate of Compliance. The City Managers of each entity have responded with a letter of support for the lot split and the Application for the Certificate of Compliance and Park District staff is preparing to submit the application. County staff have preliminary indicated they see no objection to the lot split and their declaring both lots as legal lots.

Purchase and Sale Agreement:

On April 14, 2016, The Nature Conservancy and Waste Management entered into a Second Amendment of the Option Agreement. This agreement assigned TNC's rights to acquire 326 acres in Alamos Canyon to Rancho Simi Recreation and Park District and extended the option to June 8, 2016. A Third Amendment of the Option Agreement extended the option to July 8, 2016, and then a Fourth Amendment of the Option Agreement extended the term of the option on the 326 acres to August 8, 2016.

During the extensions of the option agreements, Park District staff retained Rincon Consultants, Inc. to perform a Phase 1 Environmental assessment. The Rincon assessment was performed, memorialized and reviewed by District staff and legal counsel and the items noted by Rincon appear to be acceptable. No Phase 2 assessment was recommended by Rincon.

The attached Agreement for Purchase and Sale of Real Estate acknowledges that there are still issues to be resolved prior to the close of escrow on the acquisition. For instance, Section 8.11 requires resolution of the Conservation Easement Deed, Waste Management Trail Easement, Caltrans Undercrossing Approval, and Government Approvals prior to close of escrow.

Recital A identifies the 326-acre acquisition area by Ventura County Assessor's Parcel Number. Section 3 identifies the purchase price as $2,892,126, to be fully funded by the following grants: $1,842,126 from the California Wildlife Conservation Board, $550,000
from the California Natural Recourses Agency, and $500,000 from the Santa Monica Mountains Conservancy. Section 4 indicates that the close of escrow will be on or before October 3, 2016, unless extended by written agreement of the Seller and Buyer.

**Fiscal Impact:**

The purchase price of the acquisition is fully funded by $2,892,126 in grant funds. Other related costs will be offset by an additional $30,000 in grant funds from the Santa Monica Mountains Conservancy.

**Board Action Requested:**

That the Board approve the attached Agreement for Purchase and Sale of Real Estate for the Acquisition of 326 acres in Alamos Canyon, and authorize the District Manager to execute the Agreement on behalf of the Rancho Simi Recreation and Park District Board of Directors.

Robin Walker
Senior Management Analyst
AGREEMENT
FOR PURCHASE AND SALE OF REAL ESTATE
(FEE INTEREST)

(LA VENTURA PROJECT • VENTURA COUNTY • SANTA SUSANNA MTNS • WASTE MANAGEMENT TRACT)

This Agreement For Purchase and Sale of Real Estate (the "Agreement") is entered into as of the later date of execution set forth in the signature blocks below (the "Agreement Date") by and between, on one hand, Waste Management of California, Inc, a California corporation (the "Seller"), and, on the other hand, Rancho Simi Recreation and Park District, a special district under the laws of the State of California (the "Buyer").

RECITALS

A. Seller is the owner of that certain real property located in Alamos Canyon in the Cities of Simi Valley and Moorpark, County of Ventura, State of California, consisting of approximately 326 acres of land, with Ventura County Assessor's 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 and 500-0-291-26, which is more particularly described in Exhibit "A" and incorporated herein by reference, together with any and all related improvements and appurtenances thereon, ("Property").

B. Buyer is a special district created to provide parks and recreational services to the residents of the City of Simi Valley and other areas in the County of Ventura.

C. On March 26, 2014, Seller and The Nature Conservancy (a District of Columbia non-profit corporation (the "Conservancy") entered into an Option Agreement for Purchase and Sale of Real Estate ("Option Agreement") which was amended by letter dated December 9, 2014 to extend the Option Term to March 26, 2016 for approximately 734 acres.

D. On July 20, 2015, Seller and Conservancy entered into an Amendment One to the Option Agreement whereby Seller granted to the Conservancy, and its successors and assigns, the option to purchase an estimated 326 acres as described in Exhibit A-1 to Amendment One.

E. On April 14, 2016, a Second Amendment of the Option Agreement was entered into by the Seller, Buyer and Conservancy in which the Conservancy assigned to the District the rights of the Conservancy in regard to the estimated 326 acres (which constitutes the Property described in Exhibit A hereto) of the 734 acres and the extension of the Option to June 8, 2016 to allow the Seller
and the Buyer to negotiate and enter into a purchase and sale agreement for the Property for an agreed purchase price of Two Million Eight Hundred Ninety-Two Thousand One Hundred Twenty-Six Dollars and No Cents ($2,892,126.00).

F. On June 8, 2016, the Seller and Buyer entered into a Third Amendment of the Option Agreement to extend the term of the option on the 326 acres to July 8, 2016 to allow the District and Seller to negotiate and enter into a purchase and sale agreement for the Property.

G. On July 8, 2016, the Seller and Buyer entered into a Fourth Amendment of the Option Agreement to extend the term of the option on the 326 acres to August 8, 2016.

H. Buyer caused to be conducted a Phase 1 Environmental Assessment of the Property by Rincon Consultants (“Rincon”) which issued a Phase 1 Report (“Report”) dated May 26, 2016. The Report did not recommend a Phase 2 Environmental Assessment.

I. Buyer desires to purchase the Property because the Property has been identified as an important wildlife linkage that will connect existing large natural open spaces, which will help native plants and animals adapt to climate change by maintaining their ability to move within the region. Buyer’s purchase of the Property will also conserve many acres of riparian habitat and much of the Alamos Creek watershed. Further, because Buyer intends to manage the Property as a natural park, this will expand local opportunities for wildlife education and recreational activities such as hiking, non-motorized biking, and horseback riding.

J. Buyer desires to purchase the Property with grant funds from certain entities which support Buyer’s effort to preserve the Property.

J. Seller now desires to sell and Buyer now desires to purchase the Property according to the terms and conditions specifically described below.

**TERMS AND CONDITIONS**

1. **Seller’s Conditions.** Seller’s obligation to sell the Property to the Buyer on the terms and conditions of this Agreement are subject to the following conditions: (a) the recordation of a final parcel or subdivision map establishing the Property as a legal parcel or parcels in accordance with the California Subdivision Map Act (the “Subdivision”); and (b) Buyer’s compliance with the terms and conditions of this Agreement (c) the Closing having occurred on or before the Outside Closing Date (as defined herein).

2. **Subdivision, Annexation and Adjoining Use**

2.1. **Subdivision.** Seller will, at Seller’s sole cost and expense, use its
commercially reasonable efforts to effectuate the Subdivision. The legal
description for the Property that results from the Subdivision will be used in all
relevant closing documents to describe the Property. Seller will be responsible
for paying all costs of effectuating the Subdivision, including, but not limited to,
the costs related to preparing a tentative subdivision map, preparing and
recording the final subdivision map, and all Subdivision-related fees and costs
charged by Ventura County, Simi Valley and Moorpark and the surveyor and the
title company involved with the Subdivision. The Buyer agrees to cooperate with
Seller in good faith, at no cost to the Buyer, in order to effectuate the
Subdivision, including, if applicable, the pursuit of a subdivision exemption for
conservation.

2.2 Annexation. As additional material consideration for the grant of the
Option, the Buyer shall not directly or indirectly, knowingly support the
annexation of any of Seller’s property by the City of Simi Valley or otherwise
knowingly take any action which is intended to interfere with Seller’s opposition
to any annexation of Seller’s property. The provisions of this section are
intended to, and shall, run with the land and be binding upon successors and
assigns.

2.3 Adjoining Property Use. The Buyer hereby acknowledges and
agrees that Seller intends to use the adjoining property as part of the expansion
of its existing landfill (“Landfill”). As additional material consideration for the
grant of the Option, the Buyer shall not directly or indirectly knowingly oppose
such operations now or in the future (so long as they are lawfully conducted),
and hereby waives any objection to such use or any claim for nuisance or other
objection or interference with such landfill operations.

3. Purchase Price. The total purchase price ("Purchase Price") for the
Property will be Two Million Eight Hundred Ninety Two Thousand One Hundred
Twenty Six Dollars ($2,892,126.00). The entire amount of the Purchase Price
will be paid in cash or immediately available funds at the Closing (as defined
below). Buyer agrees to pay, or cause to be paid, the Purchase Price to Seller
through Escrow by depositing cash or a certified or cashier’s check payable to
the Escrow Holder, or by electronic transfer of federal funds, which must be
delivered to the Escrow Holder on or before one (1) Business Day before the
Closing Date (as defined below), from the following grant funds ("Grant
Funds"):  

3.1. One Million Eight Hundred Forty Two Thousand One Hundred
Twenty Six Dollars ($1,842,126) from the California Wildlife Conservation Board
("CWCB") pursuant to the Grant Agreement for Acquisition of Fee Interest dated
November 19, 2015 between Buyer and CWCB;

3.2. Five Hundred Fifty Thousand Dollars ($550,000) from the State of
California Natural Resources Agency ("SCNRA") under the Environmental
Enhancement and Mitigation Program pursuant to the Grant Agreement dated
December 30, 2015 between Buyer and SCNRA; and

3.3 Five Hundred Thousand Dollars ($500,000) from the Santa Monica Mountains Conservancy ("SMMC") pursuant to the Standard Agreement dated December 14, 2015.

4. Closing.

4.1 Closing Date. Closing of the Escrow (the "Closing") will be held at the office of Escrow Holder on or before October 3, 2016 (the "Outside Closing Date") unless extended by written agreement of the Seller and Buyer.

4.2 Grant Deed. At the Closing, Seller will execute and deliver a good and sufficient grant deed (the "Grant Deed"), in recordable form and in the form attached to this Agreement as Exhibit B.

4.3 Water Rights. Any water rights, including without limitation, all riparian and appropriative rights, appurtenant to or otherwise used in connection with the Property, will be conveyed and assigned by Seller to the Buyer at the Closing. Seller agrees to provide the Buyer with copies of all water rights certificates, permits, licenses and filings made with respect to the Property in the possession or control of Seller within fifteen (15) business days following the Agreement Date. As to appropriative water rights, Seller agrees to deliver to the Buyer within fifteen (15) business days following the Agreement Date, all information regarding the quantity, rate of diversion, season of diversion, and whether there has been continuous reasonable and beneficial use of the appropriative water rights within the possession or control of Seller. Seller represents and warrants that Seller has not previously conveyed and is not retaining any water rights and agrees to execute such forms and other documents as may be reasonably necessary to effect the transfer of all of Seller’s water rights appurtenant to or otherwise used in connection with the Property to the Buyer.

4.4 Closing. Closing shall also be subject to the provisions of Section 23 of this Agreement.

5. Title Review.

5.1 Review of Title Documents. Concurrently with Seller’s delivery of the Notice of Satisfaction of Conditions, Seller will provide to the Buyer a preliminary title report from Escrow Holder (the "Title Report") for the Property, dated within thirty (30) days of the Notice of Satisfaction of Conditions, legible copies of all documents referenced as exceptions In the Title Report (the "Underlying Documents") and a color-coded map indicating the location of all easements referred to in the Title Report (the "Easement Map").

The Buyer will have thirty (30) days following the Buyer’s receipt of the Title 7.20.16. CLEAN VERSION
Report, legible copies of all Underlying Documents and the Easement Map to notify Seller in writing of any objections the Buyer might have to any exceptions to title shown in the Title Report ("Unpermitted Exceptions"); provided, however, that the Buyer may not object to (i) zoning ordinances and regulations which do not materially adversely affect the use of the Property for its intended uses after the Closing, and (ii) liens for taxes or assessments not yet due and payable. The Buyer’s failure to object to any title exception shown in the Title Report in writing within the time stated above will be deemed an approval of the quality of title reflected in the Title Report.

Seller will have ten (10) business days following notice from the Buyer of any Unpermitted Exceptions to notify the Buyer in writing of any Unpermitted Exceptions that Seller does not intend to eliminate from title. Notwithstanding the foregoing, Seller will, on or before the Closing Date, eliminate all monetary liens and monetary Unpermitted Exceptions that appear on or affect title to the Property, except for current assessments, bonds and taxes, which will be prorated to the Closing Date. The failure of Seller to respond in writing within the time stated will be deemed an election by Seller not to cure the Unpermitted Exceptions. If Seller notifies the Buyer that Seller does not intend to eliminate an Unpermitted Exception or is deemed to have elected not to cure an Unpermitted Exception (other than monetary exceptions, which Seller will remove), the Buyer will then have the right, exercisable by providing written notice thereof to Seller within ten (10) business days of its receipt of such written notice or failure to respond from Seller, to either: (1) terminate this Agreement by written notice to Seller and Escrow Holder, in which event all payments, if any, made by the Buyer will be refunded and reimbursed to the Buyer immediately by Escrow Holder and, in the absence of Seller’s or the Buyer’s breach of this Agreement, neither party will have any further right or obligation with regard to the purchase and sale of the Property; or (ii) waive, in writing, its objection to that Unpermitted Exception and keep this Agreement in effect. The failure of the Buyer to respond in writing within the time stated will be deemed a waiver pursuant to clause (ii) above, in which case this Agreement will remain in effect.

5.2. Title Policy. At the Closing, Seller will cause Escrow Holder to issue a standard CLTA owner’s title policy for the Property, in a form reasonably satisfactory to the Buyer, in the amount of the Purchase Price, containing only those exceptions to title that have been accepted by the Buyer pursuant to Subsection 5.1 above, together with an endorsement to such policy specifically insuring that the Property is in compliance with the California Subdivision Map Act and all related ordinances, and such other endorsements as are reasonably required by the Buyer (collectively, the “Policy of Title Insurance”).

6. Representations, warranties and Covenants of Seller. Seller represents, warrants, and covenants to the Buyer that each of the following is true as of the Agreement Date and Closing Date:
6.1. **Violations.** Except as provided in Schedule 6.1, which will be provided by Seller to the Buyer concurrently with the Notice of Satisfaction of Conditions, as described in Subsection 1.1, Seller has not received notice of and has no knowledge of any violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Property.

6.2. **Suits.** There is no action, suit or proceeding that is pending or, to Seller’s knowledge, threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

6.3. **Off-Title Issues.** Except for such matters of record as are disclosed in the Title Commitments: (i) there are no outstanding contracts made by Seller for any improvements to the Property that have not been fully paid for or will survive the Closing; (ii) there will be no actual or impending mechanics’ or material person’s liens arising from any labor or materials furnished to the Property and no unpaid bills or claims; and (iii) other than this Option, there are no rights (including option rights) to purchase or lease the Property or any portion thereof that are held or claimed by any person or entity.

6.4. **Authority.** Seller is the sole owner of the Property, and all documents executed by Seller that are to be delivered to Escrow Holder are or at the time of the Closing will be duly authorized, executed and delivered by Seller, are or at the time of the Closing will be legal, valid, and binding obligations of Seller, and at the time of the Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of the Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or any portion of the Property is subject.

6.5. **Foreign Person.** Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code and is a California resident or has a permanent place of business in California, as defined on the California Form 593-C.

6.6. **Hazardous Materials.** Except as otherwise provided in this Subsection 6.6 or as set forth in Schedule 6.6, which will be provided by Seller to the Buyer concurrently with the Notice of Satisfaction of Conditions, as described in Subsection 1.1, Seller has not received any written notice of any: (i) proceedings or claims by any governmental authority or other person that there are now or have there been any hazardous wastes, materials or substances (as said terms are defined in any applicable federal, state or county laws) (collectively, “Hazardous Materials”) located on or within any portion of the Property; (ii) enforcement, clean-up, removal or other governmental or regulatory actions instituted or threatened pursuant to any applicable federal,
state or local laws or ordinances relating to any Hazardous Materials and affecting the Property, or any portion thereof; -011) claims made or threatened by any person or entity against Seller or the Property, or any portion thereof, relating to damage, contribution, cost recovery, compensation, loss or Injury resulting from any Hazardous Materials; (iv) underground storage tanks located on the Property and now or formerly used for the storage or containment of any Hazardous Materials, including any petroleum products or by-products; or (v) proceedings or claims by any governmental authority or other person that Seller or the Property is in violation of any Environmental Law (the term “Environmental Law” includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment or Hazardous Materials).

6.7. **Condemnation.** There is presently no pending condemnation or, to Seller’s knowledge, no contemplated condemnation of the Property or any part thereof.

6.8. **Seller’s Information.** Pursuant to Section 12, Seller will provide or has provided all of Seller’s Information (as defined below) to the Buyer.

6.9. **Agreements.** There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements with respect to the Property.

6.10. **Government Farm Programs.** The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements that restrict either the use of the Property or the modification of any improvements on the Property.

6.11. **Broker’s Commission.** Seller is not a real estate broker with regard to this transaction, and Seller has not contracted with any broker or finder with regard to this transaction.

6.12. **Notice of Developments.** Seller shall make commercially reasonable efforts to avoid any of their representations and warranties becoming inaccurate between the date hereof and the Closing Date. Seller will give prompt written notice to the Buyer of any adverse development resulting in the breach or material inaccuracy of any of its representations and warranties in Section 6 above or the attached schedules relating thereto. If any representation or warranty of Seller becomes inaccurate between the date hereof and the Closing Date notwithstanding the reasonable efforts of Seller, the Buyer shall have no obligation to consummate the Closing, but, if the Buyer elects to waive (or is deemed to waive) the inaccuracy of such representation and warranty, the representation and warranty relating thereto shall be deemed to be amended,
qualified, supplemented and corrected by the Information contained in the notice. Within five (5) business days of receipt of notice from Seller of any event resulting in any representation and warranty becoming inaccurate, Buyer must either elect to terminate this Agreement, or it will be deemed to have waived the inaccuracy of such representation and warranty for all purposes. In the event the Buyer elects to terminate this Agreement, as described in the immediately preceding sentence, all payments, if any, made by the Buyer, will be refunded and reimbursed to the Buyer immediately by Escrow Holder and, in the absence of Seller’s or the Buyer’s breach of this Agreement, neither party will have any further right or obligation with regard to the purchase and sale of the Property.

For the purposes of this Agreement “knowledge” means, when applicable to Seller, the actual, current conscious knowledge of the Market Area Director and Market Area Controller having responsibility over the Property. No reference to Seller’s “knowledge” or similar references in any representation or warranty contained in this Agreement shall be deemed to imply that Seller has made any Investigation or review in connection therewith.

6.13 Documents. The Preliminary Documents delivered by Seller to Buyer are all the material Preliminary Documents concerning the Property in Seller’s possession or under its control.

6.14 Governmental Action. Seller has received no written notice of, any plan, study, or effort by any agency or party regarding the Property or any portion of it for its current use, or of any, intended public improvements that would result in any charge being levied against, or any lien assessed on, the Property. Seller has received no written notice of any existing, proposed, or contemplated plan to widen, modify, or realign any street or highway contiguous to the Property.

6.15 Assessments, Nuisance. Seller has received no written notice of any currently pending or contemplated special assessments or proceedings to demolish the Property or any part of it, or any proceedings to declare the Property or any part of it a nuisance.

6.16 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in § 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

6.17. Grazing. Seller represents and warrants that all grazing on the Property, if any, by livestock will be discontinued on or before the Closing Date. Seller also represents and warrants that there are no agreements, leases or other legally binding documents which allow any person or entity to use the Property for grazing.

7.20.16. CLEAN VERSION
6.19 **Effect of Representations and Warranties.** Each representation and warranty in this Section 5 (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all material respects as of the Agreement Date; (c) and will survive the Closing hereunder for four (4) years, except as otherwise expressly provided in this Agreement.

7. **As Is Purchase**

7.1 **Condition of Property.** The Buyer acknowledges and agrees that it is purchasing the Property based solely upon the Buyer’s Inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and except for the express representations and warranties set forth in this Agreement (for example, in Sections 6, 17, 19, 20 and 21, the Buyer is purchasing the Property in an “AS IS, WHERE IS” condition, without relying upon any representations or warranties, express, implied or statutory, of any kind.

Without limiting the above, the Buyer acknowledges that neither Seller, except as expressly set forth in this Agreement, nor any other party has made any representations or warranties, express or implied, on which the Buyer is relying as to any matters, directly or indirectly, concerning the Property including, but not limited to, the land, the square footage of the Property, improvements and infrastructure, if any, development rights and exactions, expenses associated with the Property, taxes, assessments, bonds, permissible uses, title exceptions, water or water rights, topography, utilities, zoning of the Property, soil, subsoil, the purposes for which the Property is to be used, drainage, environmental or building laws, rules or regulations, toxic waste or Hazardous Materials or any other matters affecting or relating to the Property. The Buyer hereby expressly acknowledges that no such representations have been made. The Buyer further acknowledges that the Property is currently part of a larger legal parcel, and that prior owners may have previously conducted oil and gas exploration and operations upon such larger legal parcel. The closing of the purchase of the Property by the Buyer hereunder shall be conclusive evidence that (1) the Buyer has fully and completely inspected (or has caused to be fully and completely inspected or had the opportunity to fully inspect) the Property, (2) the Buyer accepts the Property in its existing condition as being suitable for the Buyer’s purposes, and (3) the Property fully complies with Seller’s covenants and obligations hereunder.

Without limiting the generality of the foregoing, the Buyer shall perform and rely solely upon its own investigation concerning its intended use of the Property, the Property’s fitness therefore, and the availability of such intended use under applicable statutes, ordinances, and regulations. The Buyer further acknowledges and agrees that Seller’s cooperation with the Buyer in connection with the Buyer’s due diligence review of the Property, whether by providing documents, or permitting inspection of the Property, shall not be construed as
any warranty or representation, express or Implied, of any kind with respect to the Property, or with respect to the accuracy, completeness, or relevancy of any such documents.

Without limiting the generality of the foregoing, the Buyer hereby expressly waives, releases and relinquishes any and all Claims (as hereinafter defined).

For the purpose of this Agreement, a “Claim” is a Loss arising from or in any way associated with: (W) acts or omissions of the Buyer with respect to, or occurring on, the Property; (X) the ownership, control, use, possession, or operation of the Property; (Y) any condition existing or occurring in, on or under or within the Property, regardless of whether the condition first existed before or after Closing, including, but not limited to: (A) the death or injury or any person or persons; (B) the damage or destruction of any property or properties; (C) the violation or alleged violation of any federal, state, local, or municipal law, rule, regulation, order judgment, decree or other requirement, including, without limitation, requirements under permits, licenses, consents and approvals; (D) the existence, assessment or remediation of Hazardous Materials upon, under, in or emanating from, the Property; (E) emissions, discharges, releases or threatened releases, or the presence, generation, manufacturing, processing, distribution, use, treatment, storage, disposal, transport, labeling, advertising, sale, display or handling, or Hazardous Materials; (F) any special, Indirect or consequential damages (including, but not limited to, claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury or illness, trespass, nuisance or otherwise); (G) any response costs the Seller or the Buyer that may incur with respect to the Property under any Environmental Laws; or (H) any cause of action or theory of any kind as a result of, in connection with or in any way related to, the ownership and operation of the Property. The Buyer acknowledges and agrees that matters shall not be excluded from Claims based on the fact that Seller is alleged or proven to have been negligent, actively or passively, or to be strictly or absolutely liable, except that Claims do not extend to matter which are based on claims made by an individual or entity other than the Buyer which are determined by final nonappealable judgment to have been solely caused by the gross negligence or willful misconduct of the Seller. Notwithstanding the foregoing, Seller agrees that Claims shall not include (i) any of the Seller’s obligation under this Agreement, (ii) any claims for wrongful death, bodily injury or damage to tangible personal property arising from any events or occurrences which occurred prior to the Closing, or (iii) any claims based on Seller failing to perform or discharge its obligations under any written contracts or agreements Seller has entered into with respect to the Property but only to the extent such obligations accrued or arose prior to the Closing. THE BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (“SECTION 1542”), WHICH IS SET FORTH BELOW:

7.20.16. CLEAN VERSION
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, THE BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

________________________
Initials

The waivers and releases by the Buyer herein contained shall survive the Closing and the recordation of the Grant Deed and shall not be deemed merged into the Grand Deed upon its recordation.

7.2 Limitation on Seller's Liability. Except with respect to the express representations set forth in this Agreement, the Buyer represents and covenants that Seller shall not have any liability, obligation or responsibility of any kind with respect to any of the following:

i) The content or accuracy of any report, study, opinion or conclusion of any soils, toxic, environmental or other engineer or other person or entity who has examined the Property or any aspect thereof;

ii) The content or accuracy of any information released to the Buyer by an engineer or planner in connection with the development of the Property;

iii) The availability of building or other permits or approvals for the Property by any state or local governmental bodies with jurisdiction over the Property;

iv) The availability or capacity of sewer, water or any other utility service to the Property;

v) Any of the items delivered to the Buyer pursuant to the Buyer's review of the condition of the Property;

vi) The content or accuracy of any other development or construction cost, projection, financial or marketing analysis or other Information given to the Buyer by Seller or reviewed by the Buyer with respect to the Property; or

vii) The presence of any protected, threatened, or endangered organisms, plant life or species on the Property, or the requirements of any governmental agency to mitigate the effects of development of the Property on
any such plant life or organism or species except for the responsibilities of Seller as described in Section 21 of this Agreement.

7.3 **Indemnification.** The Buyer shall indemnify, defend, save and hold Seller harmless from any Claim other than any third party claims relating to contamination of or impacts to any property (other than the Property which is the subject of this Agreement) allegedly caused by the operation of the Seller’s Landfill. In the event this indemnity is judicially determined to exceed that permitted by applicable law, then such indemnity shall be construed so as to preserve the maximum indemnity permitted thereby. This indemnification shall survive termination of this Agreement or the Closing, as applicable.

8. **Conditions Precedent.** The following will be conditions precedent to the Buyer’s obligation to acquire the Property at the Closing:

8.1. **Title Policy.** The Issuance by Escrow Holder as of the Closing Date of the Policy of Title Insurance as required by Section 5 of this Agreement showing title to the Property vested in the Buyer subject only to those matters approved, or deemed approved, by the Buyer pursuant to Section 5.

8.2. **Seller’s Compliance.** Seller’s compliance with each of its obligations, covenants and agreements set forth in this Agreement.

8.3. **Proceedings.** No administrative or judicial proceeding will have commenced as of the Closing Date that seeks to prevent or restrain the consummation of the transaction contemplated by this Agreement or that would adversely affect the Property or its use.

8.4. **Physical and Environmental Condition.** The Buyer will be satisfied, in its sole and absolute discretion, with the physical and environmental condition of the Property.

8.5. **Approval.** The Buyer’s Board of Directors will have authorized the transaction contemplated by this Agreement.

8.6. **Funding.**

Seller acknowledges that the purchase money for the Property is to be provided by the Grant Funds as identified in Section 3 of this Agreement. The Buyer will have received the full amount of the Purchase Price from said Grant Funds.

8.7 **Seller’s Delivery of Documents.** Buyer’s obligation to purchase the Property is expressly conditioned on Seller delivering to Buyer all documents listed below in Sections 8.7.1 to 8.7.9 (collectively “Preliminary Documents”). Seller must deliver to Buyer all Preliminary Documents within fifteen (15) days after the Effective Date.
8.7.1. Preliminary Title Report. A preliminary title report ("Preliminary Title Report") as required by Section 5.1 of this Agreement.

8.7.2. Survey and Map. Copies of all surveys related to the Property, including, without limitation, any ALTA Survey, As-Built Survey, boundary survey and/or plotted easements in the possession or control of Seller.

8.7.3. Materials Related to Condition of the Property. Except for any documents previously provided to Buyer by Seller, any environmental impact reports, "Phase I" and "Phase II" reports, or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, groundwater tests, engineering reports, inspection results, inspection reports, complaints, or notices received regarding the safety and condition of the Property in the possession of Seller.

8.7.4. Litigation Materials. All materials related to pending or threatened litigation, or litigation that was pending or threatened during the period of Seller's ownership of the Property, involving the Property or the Seller on account of its ownership of the Property, including correspondence, complaints, court orders, settlements, and judgments in the possession of Seller.

8.7.5. All documents described in Section 12.2 of this Agreement.


8.8. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the procedures set forth in Section 5 of this Agreement.

8.9. Physical Condition. Approval by Buyer of the physical condition of the Property.

8.10. Grant Funds. Buyer's obligation to purchase the Property is conditioned on Buyer obtaining, before the Closing Date, the Grant Funds set forth in Section 3.0.

8.11 Easements and Approvals.

8.11.1. Conservation Easement Deed. Buyer's obligation to purchase the Property is conditioned on the granting, before the Closing Date, of an executed Conservation Easement Deed from Seller to the County of Ventura pertaining to the Property ("Conservation Easement Deed").

8.11.2 Waste Management Trail Easement. Buyer's obligation to purchase the Property is conditioned on the granting, before the Closing Date,
of an executed easement by Seller to Buyer over Seller’s property where the existing Scarab Fire Road crosses the western portion of the landfill CUP boundary for use as a trail by Buyer and the public (“Waste Management Trail Easement”) unless Buyer obtains an easement or access rights across the Dedication Area to the balance of the Property through some other means including, but not limited to, the Conservation Easement Deed.

8.11.3 **Caltrans Undercrossing Approval.** Buyer’s obligation to purchase the Property is conditioned on the approval, before the Closing Date, by the California Department of Transportation (“Caltrans”) of a Standard Encroachment Permit Application filed by Buyer to use Caltrans’ existing undercrossing of the 118 Freeway referenced in the Right of Way Map No. F-2121-3 (07-Ven-118-R21.7) for use as a trail by Buyer and the public (“Caltrans Undercrossing Approval”).

8.11.4 **Government Approval.** Buyer’s obligation to purchase the Property is conditioned on Buyer obtaining all government approvals necessary for Buyer’s intended use of the Property for passive recreational activities, including but not limited to hiking, jogging, bicycling, horseback riding and nature viewing, as set forth in the Conservation Easement Deed.

8.12. **Termination for Failure of Contingency.** This Agreement may be terminated by Buyer for failure of any contingency set forth in this Section 8 and this Agreement may be terminated by Seller for failure of any contingency set forth in Section 1. Any cancellation fee or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency will be borne equally by Seller and Buyer, and each party must pay its own expenses.

The foregoing conditions in this Section 8 are solely for the benefit of the Buyer, and the Buyer may waive any of these conditions or the performance by Seller of any of Seller’s obligations; provided, however, that any such waiver must be in a writing signed by the Buyer.

9. **Taxes.** Taxes, assessments and bonds payable during or attributable to the year in which the Closing occurs will be prorated as of the Closing. If there is an error in the proration of any taxes, assessments or bonds at the Closing or if a supplemental tax bill affecting the Property during Seller’s ownership of the Property is issued after the Closing, Seller will be obligated to pay any taxes, assessments and bonds due by Seller promptly upon presentation of a bill.

10. **Survival: Remedies.**

10.1 **Survival.** All of the representations and warranties of any party hereto contained in this Agreement and the liabilities and obligations of the parties with respect thereto shall survive the Closing hereunder for four (4) years. The covenants and agreements contained in this Agreement and the
certificates and other documents delivered pursuant to this Agreement that by their terms are performable after the Closing shall survive the Closing to the extent applicable. Such representations, warranties, covenants and agreements contained herein are exclusive, and the parties hereto confirm that they have not relied upon any other representations, warranties, covenants and agreements as an inducement to enter into this Agreement or otherwise.

10.2 Indemnification by Seller. Seller agrees that it will indemnify, defend (as to third party claims only) by counsel acceptable to the Buyer in its reasonable discretion, protect and hold harmless the Buyer, its directors, officers, employees, members and agents after the Closing Date from and against all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys fees incurred as a result of: (a) any breach of the representations and warranties of Seller set forth herein or in any certificate delivered pursuant hereto by Seller; or (b) breach of any agreement or covenant on the part of Seller made in this Agreement.

10.3 Indemnification by the Buyer. The Buyer agrees that it will indemnify, defend (as to third party claims only) by counsel acceptable to Seller in its reasonable discretion, protect and hold harmless Seller, its directors, officers, employees, members and agent after the date of this Agreement from and against all losses, claims, damages penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys fees incurred as a result of: (a) any breach of the representations and warranties of the Buyer set forth herein or in any certificate delivered pursuant hereto by the Buyer; or (b) breach of any agreement or covenant on the part of the Buyer made in this Agreement.

10.4 Limitations on Liability.

10.4.1 The indemnification obligations set forth in Subsections 10.2 and 10.3 of this Section 10 shall apply only if a Closing occurs, and then only after the aggregate amount of indemnification obligations of the indemnifying party under this Agreement exceed five percent (5%) of the Purchase Price (the “Deductible”) at which time the indemnification obligations shall be effective as to all amounts in excess of the Deductible. The foregoing indemnification deductible shall not apply to any indemnification obligations on account of (a) taxes or (b) a breach of the covenants set forth in Sections 2, 3, 4 and 5. Further, the indemnification obligations set forth in Subsections 10.2 and 10.3 shall be limited to an aggregate amount not to exceed twenty five percent (25%) of the Purchase Price actually paid by the Buyer.

10.4.2 The amount of any damages for which an indemnified party claims indemnification under this Agreement shall be reduced by: (i) any available insurance proceeds with respect to such damages; (ii) the value of any net tax benefit realized (including by reason of a tax deduction, basis reduction, credits and/or deductions or otherwise) by the indemnified party in connection with the indemnification claim.
with such damages and (iii) indemnification or reimbursement payments available from third parties; provided however the indemnifying party shall first pay any such costs and the Indemnified party shall thereafter reimburse the indemnifying party in the event the indemnified party later makes a recovery under (i) (ii) or (iii) above.

10.4.3 Liability for indemnification under this Section 9 shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

10.4.4 THE LIABILITY OF SELLER OR THE BUYER FOR ANY MISREPRESENTATION OR BREACH OF WARRANTY OR THE FAILURE TO SATISFY ANY COVENANT OR OTHER OBLIGATION IN THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, INCLUDING THE NEGLIGENCE OR GROSS NEGLIGENCE OF EITHER OR BOTH PARTIES AND WHETHER OR NOT FORESEEABLE).

10.5 Remedies. In addition to any other remedies provided in this Agreement, the parties agree to the remedies set forth in Section 24 of this Agreement. If the remedies in Section 25 are inconsistent with the other remedies ("Other Remedies") elsewhere in this Agreement, then the Other Remedies shall control.

11. Preservation of the Property. Seller acknowledges that the Buyer intends to use the Property, in whole or in part, as a natural area or similar use. Seller covenants and agrees that until and through the Closing Date (or earlier termination hereunder), Seller will refrain from and will not actively permit any use of the Property or the natural resources on the Property for any purpose or in any manner that would adversely affect the Buyer’s intended use of all or part of the Property as a natural area or similar use. Seller covenants and agrees that, on and after the Agreement Date and until and through the Closing Date, Seller will not create any leases, licenses, easements, tenancies, possessions, rights of way, or other rights to use or occupy any portion of the Property, whether of record, prescriptive, or otherwise not of record with respect to the Property. In the event that (I) Seller will fail to refrain from or will actively permit use of the Property for any purpose or in any manner that would adversely affect the Buyer’s intended use of the Property, or (ii) loss or damage occurs to the Property at any time prior to the Closing: (a) the Buyer may, without liability, refuse to accept the conveyance of the Property, in which event all payments made by the Buyer, including all but One Thousand Dollars ($1,000.00) of the Option Consideration, will be refunded and reimbursed to the Buyer Immediately by Escrow Holder, the remaining One Thousand Dollars ($1,000.00) will be delivered by Escrow Holder to Seller and Seller will pay any

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escrow cancellation fees due to Escrow Holder; or (b) alternatively, the Buyer may elect to accept conveyance of the Property. Seller will deliver possession of the Property to the Buyer at the Closing.

12. **Investigation of the Property and Delivery of Seller’s Information.**

   **12.1. Investigation.** During the term of this Agreement, the Buyer through its employees, agents and consultants may enter upon the Property to inspect and make such tests (including soils tests), surveys, studies and other investigations of the physical or environmental condition of the Property as the Buyer deems appropriate. Including, without limitation, acreage, topographical conditions and configurations, soils, existing fill, drainage, hydrology, surface and groundwater quality and quantity, the availability of utilities, water and water rights, purposes for which the Property is suited, access to public roads and making an environmental assessment of the soils, waters and improvements on the Property. The Buyer will Indemnify Seller and hold Seller harmless from any claim, cost, loss, penalty, liability, demand, expense or damage, including, without limitation, reasonable attorneys’ fees, incurred by Seller due to physical damage to the Property or the property of any third party or injury to any person resulting solely from the Buyer’s Inspections or tests and not attributable to Seller’s negligence or intentional act or omission.

   **12.2. Seller’s Information.** Seller will deliver to the Buyer within fifteen (15) business days following the Agreement Date the following (collectively, the “Seller’s Information”): (I) copies of all soils and geotechnical reports, maps, surveys, archaeological studies, reports relating to the presence or absence of toxic or hazardous materials on the Property, or any other engineering reports, data or studies that are in Seller’s possession; and (ii) any Information, documents, leases or studies in Seller’s possession relating to the development or operation or ownership of the Property, the status and nature of any assessment districts and the amount of any assessment liability, governmental permissions or entitlements, and the conformity of the Property with planning, zoning, subdivision and development statutes, ordinances, regulations and permits.

   **12.3. Condition of the Property.** The Buyer may, in its sole and absolute discretion, elect at any time to terminate this Agreement by written notice to Seller and Escrow Holder. If the condition of the Property is unacceptable to the Buyer. In the event of such termination, all payments made by the Buyer, including all but One Thousand Dollars ($1,000.00) of the Option Consideration, will be refunded and reimbursed to the Buyer immediately by Escrow Holder. The remaining One Thousand Dollars ($1,000.00) will be delivered by Escrow Holder to Seller and, in the absence of Seller’s breach of this Agreement, neither party will have any further right or obligation with regard to the purchase and sale of the Property.

13. **Costs and Fees.** Except as otherwise set forth in this Agreement,
escrow fees will be paid one-half by Seller and one-half by the Buyer. Documentary transfer taxes and the premium for the Policy of Title Insurance will be paid by Seller. The Buyer will pay the cost of recording the Grant Deed. All other costs and expenses will be allocated in accordance with local custom in the county in which the Property is located.

14. **Affidavits.** Seller will furnish the Buyer at or prior to the Closing with:

   14.1. **Federal.** A duly executed nonforeign affidavit in the form attached to this Agreement as Exhibit C pursuant to Section 1445(b)(2) of the Internal Revenue Code, and on which the Buyer is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code; and

   14.2. **State.** A duly executed Form 593-C in the form attached to this Agreement as Exhibit D.

15. **Notices.** Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Agreement will be in writing and will be sent to the following relevant address:

   **If to the Buyer**

   Larry Peterson  
   District Manager  
   Rancho Simi Recreation and Park District  
   1692 Sycamore Drive,  
   Simi Valley, CA 93065  
   Fax:  
   Telephone:

   **If to the Seller**

   Waste Management of California, Inc.  
   1001 Fannin, Suite 4000  
   Houston, Texas 77002  
   Fax: (713) 286-7487  
   Telephone: (818) 252-3140

   **With a copy to:**

   Brian A. Pierik  
   District Counsel  
   Burke, Williams & Sorensen  
   2310 E. Ponderosa Dr. Suite 25  
   Camarillo, CA 93010  
   Fax: 805-482-9834  
   Telephone: 805-987-3468

   **With a copy to:**

   Waste Management of California, Inc.  
   Simi Valley Landfill & Recycling Center  
   2801 Madera Road  
   Simi Valley, California 93065  
   Fax: 805-579-7482  
   Telephone: 805-579-7267

Notices may be sent by any of the following means: (i) by delivery in person, (ii) by certified U.S. mail, return receipt requested, postage prepaid, (iii) by Federal Express or other reputable “overnight” delivery service, provided that
next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed given on the date deposited with the U.S. Postal Service. Notices sent by Federal Express or other reputable "overnight" delivery service will be deemed given on the date deposited with the delivery service. Notices sent by facsimile transmission will be effective on the date of successful transmission. Either party may, from time to time, by written notice to the other, designate a different address which will be substituted for the one above specified.

16. **Successors and Assigns.** This Agreement shall be binding upon and Inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, Interests, or obligations hereunder without the prior written approval of the other party, which may be granted or withheld in such party’s sole discretion; notwithstanding the preceding portion of this sentence, the Buyer may assign this Agreement or any of its rights, interests, or obligations hereunder to the Rancho Simi Park District without the prior written approval of Seller, provided that such district agrees in writing to be bound by the provisions of Subsection 2.2 hereof.

17. **Certification Regarding Material Support And Resources To Terrorists.**

17.1. Seller certifies:

17.1.1. Seller will take all reasonable steps to ensure that Seller does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

17.1.2. Before providing any material support or resources to an individual or entity, Seller will consider all Information about that individual or entity of which it is aware or that is available to the public.

17.1.3. Seller will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

17.2 For purposes of this Certification:

17.2.1. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
17.2.2. "Terrorist act" means:

17.2.2.1. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or

17.2.2.2. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

17.2.2.3. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

17.2.3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

In the event that any material misrepresentation in this Certification is discovered during the term of this Agreement, the Buyer may elect to declare this Agreement null and void and immediately terminate this Agreement and/or may elect to pursue the remedies provided in Section 9. In the case of an Intentional material misrepresentation, the Buyer may, at its option, recover damages resulting from the termination.

18. Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference;

   Exhibit A: Legal Description of the Property;
   Exhibit B: Grant Deed;
   Exhibit C: Certificate of Non-Foreign Status;
   Exhibit D: Withholding Exemption Certificate (California Form 593-C);
   Exhibit E: Excerpts from Simi Valley Landfill and Recycling Center Habitat Restoration and Management Plan (Section 21 of this Agreement)
   Exhibit F: Excerpts from Alamos Canyon Long-Term Resource Management Plan (Section 21 of this Agreement)

19. No Section 1031 Exchange by Seller. Seller represents, warrants, and covenants to the Buyer that Seller will not consummate the exchange of all or any portion of the Property as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code.

20. Right of First Refusal. Buyer grants to Seller a right of first refusal subject to the provisions of this Paragraph 20. If, at any time the Buyer or any of its successors in interest to the Property receives a bona fide offer acceptable to Buyer or its successors) from any person or entity which is not a
governmental agency or a conservation minded nonprofit corporation to purchase all or a portion of the Property (the “Third Party Proposal”) and the Property is not subject to the conservation easement contemplated by the Conservation Easement Deed, the Buyer shall send Seller a copy of the Third Party Proposal and notify Seller of Buyer’s intention to accept the same. Seller shall have the right within 45 calendar days from the receipt of the Third Party Proposal to accept the Third Party Proposal by written notice to Buyer. If Seller does elect to exercise this right of first refusal, then the Buyer and Seller shall promptly thereafter enter into an agreement whereby Conservancy agrees to sell the Property to Seller and Seller agrees to purchase the Property from Buyer on the terms and conditions set forth in the Third Party Proposal, except that the purchase price for the Property shall be equal to the Purchase Price set forth herein (or a pro-rata portion thereof in the case of a sale of less than all of the Property). If Seller shall not so elect within such period of 45 days, then this right of first refusal shall terminate and Buyer may then sell the Property to said third-party offeror provided such sale is on the same terms set forth in the Third Party Proposal sent to Seller.

21. **No Tax Deduction Claim by Seller.** The Buyer has Inquired of Seller whether Seller, in connection with the transaction contemplated by this Agreement, plans to claim any income tax deduction based on an assertion that the value of the Property is higher than the Purchase Price (sometimes known as a “bargain sale”) or for any other reason. The Buyer informs Seller that the Buyer has certain procedures that the Buyer is required to follow in all cases in which a seller intends to claim such a bargain-sale deduction. Those procedures include, without limitation, the Buyer’s delivering to Seller, before entering into this Agreement, information (collectively, the “Bargain Sale Information”) that Seller would need to have before the Closing in order for the Buyer to be able to subsequently execute any IRS Form 8283 or similar documentation at the federal, state, or local level concerning Seller’s claim of a right to such a deduction. The Information that the Buyer provides to sellers in such cases includes, without limitation, specific requirements for the appraisal that Seller must obtain for the IRS in order to evidence the claimed donation and for the sharing of that appraisal with the Buyer. Seller represents, warrants, and covenants to the Buyer that Seller has no intention of taking any tax deduction with respect to any bargain sale that might be involved in the transaction contemplated by this Agreement, and Seller informs the Buyer that the Buyer need not deliver to Seller the Bargain Sale Information. Seller acknowledges that neither the Buyer nor any of its employees or agents has made any representation or warranty concerning the tax consequences of the transaction contemplated by this Agreement. Seller represents and warrants that Seller has not relied on any representation or warranty concerning the tax consequences of this specific transaction and that Seller has been advised by the Buyer to seek Seller’s own professional advice regarding such tax consequences and that Seller is relying on Seller’s own tax and financial advisors for such tax advice and that Seller will hold the Buyer harmless in the event of any future
assessment of tax liability by any taxing authority with respect to the transaction.

22. **Dedication Area.** PSOMAS prepared, at the request of Seller, a Simi Valley Landfill and Recycling Center Habitat Restoration and Management Plan ("HRMP") dated September 2015, in accordance with the Conditions for Approval provided in the Conditional Use Permit for Case No. LU07-0048 in regard to the proposed Simi Valley Landfill and Recycling Center expansion project. Attached as Exhibit E are excerpts from the HRMP.

PSOMAS prepared, at the request of Seller, an Alamos Canyon Long-Term Resource Management Plan ("Plan") dated September 29, 2015 to implement the Alamos Canyon Wildlife Corridor Plan of the HRMP. Attached as Exhibit F are excerpts from the Plan. Figure 2 (page 4 of Exhibit F) is a map which generally depicts the boundaries of the Dedication Area.

The Dedication Area is approximately 58 acres. Approximately 53 acres of the Dedication Area are located within the Property and approximately 5 acres of the Dedication Area are located to the east of the Property.

Seller and the County of Ventura Intend to enter into a Conservation Easement Deed in connection with the Dedication Area.

After the Closing Date, consistent with the Conservation Easement Deed, Seller shall continue to remain responsible (financially and otherwise) for complying with the requirements of the HRMP and the Plan. Notwithstanding the foregoing, after the Closing Date, Buyer shall be responsible (financially and otherwise) for all recreational use impacts to the Dedication Area. After the Closing Date, Seller and Buyer intend to enter into a separate written agreement to provide details of respective obligations in regard to the Dedication Area.

23. **Closing Conditions.** If any of these Closing Conditions in this Section 22 are inconsistent with the other closing conditions ("Other Closing Conditions") elsewhere in this Agreement, then the Other Closing Conditions shall control.

23.1. **Buyer's Closing Conditions.** All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("Buyer's Closing Conditions"). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

23.1.1. **Title.** It is a Buyer's Closing Condition that, on the Closing Date, Seller conveys to Buyer Insurable title to the Property by execution and delivery of a grant deed ("Deed") to Buyer, and cause to be delivered to Buyer a Title Policy as provided in Section 5.2 of this Agreement.

23.1.2. **Liens.** Buyer must have received a certified report, with copies of
all documents, satisfactory to Buyer and Buyer's counsel, from the Title Company or a reputable lien search company indicating that there are no personal property liens of record on file with the Secretary of State of California, other than those that will be discharged at the Closing, as of a date no more than ten (10) Business Days before the Closing Date, and a confirmation dated no more than one (1) Business Day before the Closing Date that no further liens have been filed since the date of the certified report. Also, Buyer must have received a verified report, satisfactory to Buyer and Buyer's counsel, from the Title Company or a reputable lien search company, indicating that there are no federal or state tax liens of record against the Property and on file with the respective agencies as of a date no more than ten (10) Business Days before the Closing Date.

23.1.3. Seller's Representations, Warranties, and Covenants. The representations and warranties of Seller in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Seller must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date. Buyer must have been furnished with a certificate of Seller dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions. Such certificate will have the effect of a representation and warranty of Seller made on and as of the Closing Date.

23.1.4. Grant Funds. The Grant Funds have been disbursed into Escrow by the entities set forth in Section 2.3 subject to no conditions other than conveyance of the Property by Seller to Buyer.

23.1.5. Closing Documents. Seller must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

23.1.6. Physical Condition. The physical condition of the Property must be substantially the same on the Closing Date as on the Agreement Date, reasonable wear and tear excepted.

23.1.7. Adverse Actions. There will exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, pending or threatened, against Seller or regarding the Property that would materially and adversely affect Seller's ability to perform its obligations under this Agreement or Buyer's title to the Property, and there will exist no pending or threatened action, suit, or proceeding regarding the Seller before or by any court or administrative agency that seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated by this Agreement.

23.1.8. Hazardous Material. No Hazardous Materials will have been

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discovered on the Property that were not previously disclosed to Buyer or discovered by Buyer.

23.1.9. No Material Change to Property. No event will have occurred nor will any condition have arisen after that as of the Closing Date materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, or occupancy.

23.1.10. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Seller to Buyer.


23.1.12. Waste Management Trail Easement. Seller will deliver to escrow a fully executed copy of the Waste Management Trail Easement unless Buyer obtains an easement or access rights across the Dedication Area to the balance of the Property through some other means including, but not limited to, the Conservation Easement Deed.

23.1.13. Caltrans Undercrossing Approval. Buyer will have obtained the Caltrans Undercrossing Approval.

23.1.14. Government Approvals. Buyer will have obtained all government approvals necessary for Buyer’s intended use of the Property for passive recreation activities, as set forth in the Conservation Easement Deed.

23.1.15. Buyer’s Contingencies. All contingencies have been approved or waived by Buyer.

23.2. Seller’s Closing Conditions. Seller’s obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing (“Seller’s Closing Conditions”). Seller’s Closing Conditions are solely for Seller’s benefit and any of Seller’s Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

23.2.1. Approval of Contingencies. It is a Seller’s Closing Condition that Buyer must have acknowledged its approval or waiver of all contingencies as required by this Agreement.

23.2.2. Purchase Price. Buyer must have delivered the Purchase Price to Escrow.

23.2.3. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow the documents and funds specified in this Agreement.

23.3 Failure of Conditions to Closing. If any of the conditions set forth in
this Agreement are not timely satisfied or waived, or if this Agreement is otherwise terminated in accordance with the terms of this Agreement with reference to the provisions of this Section, then:

23.3.1 This Agreement and the rights and obligations of Buyer and Seller hereunder shall terminate, and this Agreement shall be of no further force or effect, except for those matters which, by the express terms of this Agreement, survive the termination of this Agreement; and

23.3.2. All documents deposited by Buyer shall be promptly returned by or through Escrow Agent to Buyer, and all documents deposited by Seller shall be promptly returned by or through Escrow Agent to Seller; and

23.3.3. All Grant Funds shall be returned to the entities which issued the Grants.

24. Closing. If any of the Closing provisions in this Section 24 are inconsistent with the other closing provisions (“Other Closing Provisions”) elsewhere in this Agreement, then the Other Closing Provisions shall control.

24.1. Escrow. The Escrow will be opened with the Escrow Holder on the execution of this Agreement. Buyer and Seller will promptly on the Escrow Holder’s request execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.

24.2. Closing Definitions.

24.2.1. Definition. The “Closing” means the exchange of money and documents as described in this Agreement, and will be deemed to have occurred when Seller’s Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in this Agreement, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

24.2.2. Closing Date. Seller and Buyer agree that the Closing will occur on or before the Outside Closing Date:

24.3. Seller’s Deposit of Documents. Seller must deposit into Escrow the following documents duly executed by Seller in form and substance reasonably satisfactory to Buyer:

24.3.1. Deed. The duly executed and acknowledged Deed conveying the Property to Buyer subject only to the Permitted Exceptions;

24.3.2. Nonforeign Certification. Certificates required by § 1445 of the
Internal Revenue Code of 1986, and the California Revenue and Taxation Code § 18662, executed by Seller and in a form satisfactory to Buyer (Nonforeign Certification), to relieve Buyer of any potential transferee's withholding liability under such statutes;

24.3.3 Seller's Proof of Power and Authority. Such proof of Seller's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by Buyer or the Escrow Holder; and

24.3.4. Additional Documents. Such additional documents, including written Escrow instructions consistent with this Agreement, as may be reasonably necessary or desirable to convey the Property in accordance with this Agreement.

24.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:

24.4.1. Purchase Price. The Purchase Price in accordance with Section 3, plus or minus prorations as provided by this Agreement.

24.4.2. Grant Funds. Any duly executed documents as any entity described in this Agreement may require with respect the provision of the Grant Funds to Buyer for the purchase of the Property;

24.4.3. Conveyance Documents. Such documents, including written Escrow instructions consistent with this Agreement, as may be reasonably necessary or desirable for conveyance of the Property in accordance with this Agreement.

24.5. Closing. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by:

24.5.1. Recording the Deed;

24.5.2. Recording any documents required to be recorded by any entity providing the Grant Funds to Buyer for the purchase of the Property, if any;

24.5.3. Issuing the Title Policy to Buyer;

24.5.4. Delivering to Buyer copies of all recorded documents related to the transfer or encumbering of the Property, and a copy of Seller's Escrow Instructions; and
24.5.5. Paying the Purchase Price to Seller, plus or minus prorations.

24.5.6. Thereafter, Escrow Holder will deliver signed closing statements showing all receipts and disbursements to Buyer and Seller and will file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Internal Revenue Code §6045(e).

24.6. Prorations. All receipts and disbursements of the Property will be prorated (with calculations being based on a 30-day month) as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

24.6.1. Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

24.7. Closing Costs. Closing costs will be allocated as follows:

24.7.1. Seller will pay all costs associated with removing any debt encumbering the Property;

24.7.2. Escrow costs will be shared equally by Seller and Buyer;

24.7.3. Seller will pay the cost of the CLTA Title Policy. If Buyer wishes to obtain an ALTA Title Policy, then Buyer shall be responsible for paying the cost difference between the CLTA and the ALTA Title Policies;

24.7.4. Buyer will pay any and all recording fees, including the cost of recording the Deed;

24.7.5. Buyer will pay any costs associated with obtaining the Grant Funds for the purchase the Property;

24.7.6. Seller will pay any documentary transfer tax and any municipal transfer tax.

24.8. Brokerage Commissions. Buyer and Seller each represents to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of the Property as described in this Agreement, or the negotiation and execution of this Agreement. Each party shall indemnify, defend, protect and hold the other party harmless from any and all claims based upon any assertion that such commissions or fees are allegedly due from the party making such representations.
24.9. **Possession.** Seller will deliver exclusive right of possession of the Property to Buyer on the Closing Date.

25. **Remedies for Default.** If any of the remedies in this Section 25 are inconsistent with the other remedy provisions ("Other Remedy Provisions") elsewhere in this Agreement, then the Other Remedy Provisions shall control.

25.1. **Buyer’s Default.** Buyer will be deemed to be in default under this Agreement (1) if Buyer fails, for any reason other than Seller’s default under this Agreement or the failure of a condition precedent to Buyer’s obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or (2) if a material breach of any representation or warranty (made by Buyer) has occurred by reason of Buyer’s actual fraud or intentional misrepresentation; provided, however, that no such default will be deemed to have occurred unless and until Seller has given Buyer written notice of this Agreement, describing the nature of the default, and Buyer has failed to cure such default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

25.2. **Remedies for Buyer’s Default.** If the Closing fails to occur because of Buyer’s default under the terms of this Agreement, Buyer will be responsible for all cancellation charges required to be paid to escrow holder and any escrow charges. In addition, this Agreement and the rights and obligations of the parties will terminate. The sum of one hundred dollars ($100.00) will be deemed liquidated damages for Buyer’s nonperformance as Seller’s sole and exclusive remedy against Buyer (including, without limitation, Seller’s rights to seek specific performance of this Agreement and to receive damages) for Buyer’s failure to purchase the property, which sum will be presumed to be a reasonable estimate of the amount of actual damages sustained by Seller because of Buyer’s breach of its obligation to purchase the property. From the nature of this transaction, it is impracticable and extremely difficult to fix the actual damages that Seller would sustain if Buyer breaches such obligation. The impracticability and difficulty of fixing actual damages is caused by, without limitation, the fact that the property is unique. Given the foregoing facts, among others, Buyer and Seller agree that liquidated damages are particularly appropriate for this transaction and agree that said liquidated damages must be paid in the event of Buyer’s breach of its obligation to purchase the property, despite any words or characterizations previously used or contained in this Agreement implying any contrary intent. The payment of such amount as liquidated damages is not intended as
A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE § 3275 OR § 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER CALIFORNIA CIVIL CODE §§ 1671, 1676, AND 1677. NOTHING IN THIS AGREEMENT WILL, HOWEVER, BE DEEMED TO LIMIT BUYER’S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER’S INDEMNITY OBLIGATIONS OR FOR ATTORNEY FEES AND COSTS AS PROVIDED IN THIS AGREEMENT.

WE ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION:

SELLER’S INITIALS: __________

BUYER’S INITIALS: __________

25.3. Seller’s Default. Seller will be deemed to be in default under this Agreement (1) if Seller fails, for any reason other than Buyer’s default under this Agreement or the failure of a condition precedent to Seller’s obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or (2) if a material breach of any representation or warranty (made by Seller) has occurred because of Seller’s actual fraud or intentional misrepresentation; provided, however, that no such default will be deemed to have occurred unless and until Buyer has given Seller written notice of the default, describing its nature, and Seller has failed to cure such default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

25.4. Remedies for Seller’s Default. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date through no fault of Buyer, then Buyer may, as its sole and exclusive remedy, terminate this Agreement. If, after the Closing Date, Buyer determines that Seller has breached any representation or warranty set forth in this Agreement, then Buyer will have the right, subject to the limitations set forth in Section 7 or elsewhere in this Agreement, to bring an action for damages to Buyer. If this Agreement is terminated before the Closing Date for Seller’s default, then, in addition to any remedy Buyer has under this Agreement, Seller will reimburse Buyer for the costs incurred by Seiler in conducting its Due Diligence.


26.1. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the agreement with respect to the sole property between buyer and seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard
to California Civil Code § 1654 or similar statutes. Neither party has been induced
to enter into this Agreement by, and neither party is relying on, any
representation or warranty outside those expressly set forth in this Agreement.

26.2. Amendments and Waivers. No addition to or modification of this
Agreement will be effective unless it is made in writing and signed by the party
against whom the addition or modification is sought to be enforced. The party
benefited by any condition or obligation may waive the same, but such waiver
will not be enforceable by another party unless it is made in writing and signed
by the waiving party.

26.3. Invalidity of Provision. If any provision of this Agreement as applied
to either party or to any circumstance is adjudged by a court of competent
jurisdiction to be void or unenforceable for any reason, this fact will in no way
affect (to the maximum extent permissible by law) any other provision of this
Agreement, the application of any such provision under circumstances different
from those adjudicated by the court, or the validity or enforceability of this
Agreement as a whole.

26.4. No Merger. This Agreement, each provision of it, and all warranties
and representations in this Agreement will survive the Closing and will not merge
in any instrument conveying title to Buyer. All representations, warranties,
agreements, and obligations of the parties will, despite any investigation made
by any party to this Agreement, survive Closing, and the same will inure to the
benefit of and be binding on the parties’ respective successors and assigns.

26.5. References. Unless otherwise indicated, (a) all Section references are
to the sections of this Agreement, and (b) except where otherwise stated, all
references to days are to calendar days. Whenever under the terms of this
Agreement the time for performance of a covenant or condition falls on a
Saturday, Sunday, or California state holiday, such time for performance will be
extended to the next Business Day. As used herein, “Business Day” means any
day other than Saturday, Sunday, and California state holiday. The headings
used in this Agreement are provided for convenience only and this Agreement will
be interpreted without reference to any headings. The date of this Agreement is
for reference purposes only and is not necessarily the date on which it was
entered into.

26.6. Governing Law and Venue. This Agreement will be governed by the
laws of the State of California applicable to contracts made by residents of the
State of California and to be performed in California. The venue for any legal
proceedings shall be the Superior Court of the State of California, County of
Ventura.

26.7. Confidentiality and Publicity. Before the Closing, the parties must at
all times keep this transaction and any documents received from each other
confidential, except to the extent necessary to (a) comply with applicable law and regulations, (b) carry out the obligations set forth in this Agreement or (c) obtain entitlements and/or financing for the Property. Any such disclosure to third parties must indicate that the information is confidential and should be so treated by the third party. Before the Closing, no press release or other public disclosure may be made by either party or any of its agents concerning this transaction without the other party’s prior written consent.

26.8. **Time.** Buyer and Seller hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Agreement by the party failing to perform.

26.9. **Assignment.** This Agreement will inure to the benefit of and be binding on the parties to this Agreement and their respective successors and assigns. Buyer will have the right to assign all or any portion of its interest in this Agreement provided that Buyer gives written notice of such assignment to Seller before the Closing Date.

26.10. **No Third Party Beneficiaries.** Other than specifically set forth in this Agreement, or any Exhibit attached hereto, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.

26.11. **Remedies Exclusive.** The remedies set forth in this Agreement shall be the sole and exclusive remedies of the parties relating to any breach of any representation, warranty, covenant or agreement contained herein or relating to any other claim arising out of or relating to this Agreement and/or the transactions contemplated hereby.

26.12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

26.13. **Interpretation.** Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) “shall,” “will,” “must,” “agrees,” and “covenants” are each mandatory; (d) “may” is permissive; (e) “or” is not exclusive; and (f) “includes” and “including” are not limiting.
26.14. **Fees and Costs.** The Buyer and Seller shall each bear their own expenses in negotiating and preparing this Agreement.

26.15. **Miscellaneous.** The provisions of this Section 25.15 shall control unless inconsistent with the other provisions of this Agreement. This Agreement may be executed in several counterparts and all counterparts so executed will constitute one agreement which will be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Time is of the essence in the performance of the obligations under this Agreement. If any provision of this Agreement is held invalid, the other provisions will not be affected by such invalidity. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party to this Agreement. Each party to this Agreement warrants to the other that, if it is a business entity, it is duly organized, validly existing and, if a business entity, qualified to do business in the State of California, and that it and the respective signatories have full right and authority to enter Into and consummate this Agreement and all related documents. The obligations, covenants, Indemnifications, representations, warranties and remedies set forth in this Agreement, including without limitation those set forth in Section 6, will not merge with the transfer of title but will remain in effect. Each party acknowledges that it and its counsel have reviewed and revised this Agreement and that no rule of construction that ambiguities are to be resolved against the drafting party will be employed in the Interpretation of this Agreement. Each party will execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to the Buyer in the condition required under this Agreement and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement. This Agreement will be governed by the laws of the State of California. If the due date for performing any action or obligation or for providing any notice under this Agreement falls on a Saturday, Sunday or federal or California legal holiday, the due date will be deemed to be the immediately following date that is not a Saturday, Sunday or federal or California legal holiday.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Agreement Date.
SELLER:

WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation

By: ______________________________

Name: JAMES A. WILSON

Title: VICE PRESIDENT

Date: JULY 25, 2016

BUYER

RANCHO SIMI RECREATION AND PARK DISTRICT, a special district under the laws of the State of California

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
(LEGAL DESCRIPTION – ALAMOS CANYON)

**North Parcel**

Those portions of Parcel 1 and Parcel 2 of Parcel Map Waiver No. SD06-0072 (Lot Line Adjustment) recorded on June 10, 2008 per Instrument No. 20080610-00091642 of Official Records, partially in the City of Simi Valley and partially in the unincorporated territory of the County of Ventura, State of California and being a portion of Tract "J" of the Rancho Simi, as per the Map recorded in Book 3 at Page 7 of Miscellaneous Records (Maps), all in the Office of the County Recorder of said county, being more particularly described as follows:

Beginning at the easterly terminus of the 38th course of Parcel 46571-1 shown as [ S 82°45′58″ E, 210.00 feet ] in the Final Order of Condemnation to the State of California recorded on August 7, 1975 in Book 4443, at Page 319 of Official Records of said county; thence leaving said 38th course,

1st North 34°31′36″ East, a distance of 827.08 feet to a point on the northerly line of said Parcel 2, also being a point on the 23rd course shown as [ radius of 6500.00 feet, central angle of 16°28′32″, arc length of 1869.09 ] in the LAFCO document entitled "West End Reorganization to the City of Simi Valley / to the Simi Valley County Sanitation District / to Waterworks District No. 8 / from the Ventura County Resource Conservation District" recorded on July 24, 1984 as Document No. 81333 in Official Records of said county, a radial line to said point bears North 08°55′17″ East, said point bears an arc length of 445.09 feet, through a central angle of 03°55′24″ from the westerly terminus of said 23rd course; thence leaving said northerly line,

2nd North 05°11′54″ East, a distance of 856.46 feet; thence,

3rd North 48°47′52″ East, a distance of 2435.32 feet; thence,

4th North 38°05′47″ East, a distance of 731.37 feet, more or less, to a point on the southwesterly prolongation of the 2nd course shown as [ North 71°34′ East, 126.48 chains ] in the deed to Union Oil Company of California recorded on February 16, 1949 in Book 858, at Page 530 of Official Records of said county; thence along said prolongation,

5th North 72°00′59″ East, a distance of 1303.82 feet, more or less, to the easterly line of said Parcel 1 and the northwest corner of said deed to Union Oil Company; thence along the easterly line of said Parcel 1 and the westerly line of the Tapo Subdivision of said Rancho Simi,

6th North 00°26′59″ East, a distance of 1970.00 feet; thence leaving said easterly line,
7th South 50°00'00" West, a distance of 3280.00 feet to a point which bears North 21°34'21" East, a distance of 4277.89 feet from said Point of Beginning; thence,

8th South 41°12'25" West, a distance of 3429.25 feet; thence,

9th South 75°00'00" West, a distance of 1710.00 feet; thence,

10th North 73°33'34" West, a distance of 1064.89 feet, more or less, to the northeasterly terminus of the 102nd course shown as [South 46°59'00" West, 290.00 feet] in the LAFCO document entitled “INCORPORATION OF MOORPARK” recorded on March 30, 1983 as Document No. 31119 of Official Records of said county; thence along said 102nd course and the easterly boundary of last said LAFCO document the following 6 courses (102nd through 107th),

11th South 47°28'10" West, a distance of 290.00 feet; thence,

12th South 41°01'10" West, a distance of 362.60 feet; thence,

13th South 28°00'10" West, a distance of 78.50 feet; thence,

14th South 06°07'10" West, a distance of 95.00 feet; thence,

15th South 20°31'50" East, a distance of 596.50 feet; thence,

16th South 15°03'50" East, a distance of 299.28 feet, more or less, to a point on the 23rd course of said Parcel 46571-1 shown as [S 72°35'05" E, 558.05 feet] in said Final Order of Condemnation to the State of California; thence along said 23rd course,

17th South 72°35'05" East, a distance of 236.99 feet, more or less, to the southeasterly terminus of said 23rd course; thence continuing along the boundary of said Parcel 46571-1 the following 15 courses (24th through 38th),

18th North 47°30'32" East, a distance of 81.39 feet; thence,

19th South 66°58'04" East, a distance of 226.11 feet; thence,

20th North 67°44'47" East, a distance of 298.09 feet; thence,

21st South 32°12'17" East, a distance of 190.20 feet; thence,

22nd North 42°18'09" East, a distance of 132.00 feet; thence,

23rd North 81°25'53" East, a distance of 341.04 feet; thence,

24th South 86°43'13" East, a distance of 500.22 feet; thence,
25th South 49°03’36” East, a distance of 247.03 feet; thence,

26th North 84°22’28” East, a distance of 614.02 feet; thence,

27th South 87°03’01” East, a distance of 330.21 feet; thence,

28th South 87°23’16” East, a distance of 120.10 feet; thence,

29th North 67°12’46” East, a distance of 273.21 feet; thence,

30th North 24°46’16” West, a distance of 126.51 feet; thence,

31st North 32°38’30” East, a distance of 221.42 feet; thence,

32nd South 82°45’58” East, a distance of 210.00 feet to the Point of Beginning.

Contains: 280.94 Acres, more or less.

South Parcel

That portion of Parcel 2 of Parcel Map Waiver No. SD06-0072 (Lot Line Adjustment) recorded June 10, 2008 per Instrument No. 20080610-00091642 of Official Records, partially in the City of Simi Valley and partially in the unincorporated territory of the County of Ventura, State of California and being a portion of Tract “J” of the Rancho Simi, as per the Map recorded in Book 3 at Page 7 of Miscellaneous Records (Maps), all in the Office of the County Recorder of said county, lying westerly of the following described line:

Beginning at the easterly terminus of the 86th course of Parcel 46571-1 shown as [ N 78°02’49” W, 310.00 feet ] in the Final Order of Condemnation to the State of California recorded on August 7, 1975 in Book 4443, at Page 319 of Official Records of said county; thence leaving said 86th course,

1st South 10°07’13” West, a distance of 617.17 feet, more or less, in a direct line to the easterly terminus of Course 159 of Exhibit “B” on southerly line of said Parcel 2, delineated as being a curve concave southerly having a radius of 3324.08 feet and an arc length of 30.46 feet, said curve also being on the northerly line of the 100 foot wide strip of land described in the deed to Southern Pacific Railroad Company recorded on December 30, 1899 in Book 62, at Page 192 of Deeds, in said office.

Contains: 45.06 Acres, more or less.

The above described parcels of land are delineated on the attached Exhibit “B”.
SURVEYOR'S NOTE
THE COURSES AND DISTANCES SHOWN HEREIN REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.

NORTH PARCEL

PMW NO SD06-0072
DOC NO 20080610-00091642 OR (R3)
INCORPORATION OF MOORPARK,
DOC NO. 83-31119 OR (R6)
4443 OR 319 (R1)

PARCEL 1

SOUTHERN PACIFIC RAILROAD

SR-118

PARCEL 2

F-2121 R/W MAP (R2)

WEST END REORGANIZATION TO THE CITY OF SIMI VALLEY, RECORDED JULY 24, 1984,
DOC NO. 84-91333 OR

UNION OIL COMPANY OF CALIFORNIA, RECORDED FEBRUARY 16, 1949, BOOK 858, PAGE 530 OR

INCORPORATION OF MOORPARK, RECORDED MARCH 30, 1983, DOC NO. 83-31119 OR

SCALE: 1"=2000'

AREA
NORTH PARCEL (N OF SR-118) 280.94 ACRES, MORE OR LESS
SOUTH PARCEL (S OF SR-118) 45.06 ACRES, MORE OR LESS

RECORD REFERENCES
R1 FINAL ORDER OF CONDEMNATION, TO THE STATE OF CALIFORNIA RECORDED AUGUST 7, 1975, BOOK 4443 PAGE 319 OR
R2 CALIFORNIA DIVISION OF HIGHWAYS R/W MAP F-2121
R3 PMW NO SD 06-0072 (LLA), RECORDED JUNE 10, 2008, DOC NO. 20080610-00091642 OR.
R4 WEST END REORGANIZATION TO THE CITY OF SIMI VALLEY, RECORDED JULY 24, 1984,
DOC NO. 84-91333 OR
R5 UNION OIL COMPANY OF CALIFORNIA, RECORDED FEBRUARY 16, 1949, BOOK 858, PAGE 530 OR
R6 INCORPORATION OF MOORPARK, RECORDED MARCH 30, 1983, DOC NO. 83-31119 OR

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

WILLIAM T. HURDLE 2-3-2016

WILLIAM T. HURDLE DATE
PLS 5453

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977
EXHIBIT "B"
(ALAMOS CANYON)

SCALE: 1" = 1000'

PARCEL 1
PMW NO SD06-0072

NORTH PARCEL

NO CORNER BLOCK B89-N029597-0021

TRACT "J"

PARCEL 2

SEE SHEET 2

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977
EXHIBIT B
(LA VENTURA PROJECT • VENTURA COUNTY • WASTE MANAGEMENT TRACT)

GRANT DEED

RECORDING REQUESTED BY, AND
WHEN RECORDED, PLEASE MAIL TO:

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

Space above for Recorder’s Use

GRANT DEED

(LA VENTURA PROJECT • VENTURA COUNTY • WASTE MANAGEMENT TRACT)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation ("Grantor") hereby GRANTS to

RANCHO SIMI RECREATION AND PARK DISTRICT, a special district under the laws of the State of California ("Grantee"),

the real property in the County of Ventura, State of California, more particularly described on Attachment 1 attached hereto (the "Property").

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above-described lands, and all hereditaments, easements, incidents and appurtenances thereto.

Reserving Unto Grantor, together with the right to grant and transfer all or a portion of the same, easements, rights and restrictions for the benefit of Grantor, its successors and assigns, for the benefit of, and appurtenant to,
real property in said County, and State owned by the Grantor described on Attachment 2 attached hereto and incorporated herein by this reference (the "Landfill Property"), and any successors in title to the Landfill Property (individually and collectively, the "Benefitted Parties"), which shall run with the land and bind Grantee and any successors in title to the Property as follows:

1. MINERAL RIGHTS. Grantor reserves all mineral rights in the Property. This reservation includes by its terms, oil, gas, and any other minerals and any other valuable hydrocarbon substances on, in, and under the Property (collectively, the "Mineral Rights"); provided, however, that the reservation does not reserve to the Grantor any right to enter upon the surface of any portion of the Property in the exercise of such rights other than the rights reserved pursuant to Section 2 below.

2 RESERVED RIGHTS.

a. Mitigation Measures. Grantor reserves for the Benefitted Parties, a perpetual, easement, license and right of way over, upon and across the Property that Grantor may deem necessary or convenient in connection with continuing mitigation measures required of the Landfill Property and the fifty-five acres preserved by Grantor in connection with such mitigation measures. Grantor shall be entitled at its discretion to permit exercise of its rights under this easement by any and all entities and persons that Grantor deems to be necessary or convenient for mitigation measures. Persons and entities that Grantor shall be entitled permit access under this Easement, and to exercise the rights herein for the benefit of Grantor, shall include Grantor's employees, agents, independent contractors, subcontractors, other providers of goods, services or both, consultants, and other permittees.

b. Mineral Rights. Grantor reserves for the Benefitted Parties, a perpetual, easement, license and right of way in, over, upon, through and across the Property that Grantor may deem necessary or convenient in connection with the retained Mineral Rights for: (i) ingress, egress, access, roads, vehicles and equipment, and (ii) construction, operation, maintenance and use of pipelines. Grantor shall be entitled at its discretion to permit exercise of its rights by any and all entities and persons that Grantor deems to be necessary or convenient in connection with the Mineral Rights. Persons and entities that Grantor shall be entitled permit access under this Easement,
and to exercise the rights herein for the benefit of the Benefitted Parties, shall include the Benefitted Parties’ grantees, lessees, partners, joint venturers, employees, agents, independent contractors, subcontractors, other providers of goods, services or both, consultants, and other permittees.

3. USE RESTRICTIONS. Grantee and Grantee’s successors in interest shall refrain from using or permitting the use of the Property for any uses commonly known as “sensitive receptors” as set forth in the Appendix A of the Ventura County Air Quality Assessment Guidelines, i.e. facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples include schools, hospitals, and daycare centers.

WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _______________________

On ________________, before me, ______________________________, personally appeared ______________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________ (seal)
ATTACHMENT 1
TO
GRANT DEED

Legal Description of the Property
(LA VENTURA PROJECT • VENTURA COUNTY • WASTE MANAGEMENT TRACT)

CERTIFICATE OF NON-FOREIGN STATUS

("Seller"), is the seller and transferor of certain real property owned by Seller in Ventura County, California (the "Property").

Section 1445 of the Internal Revenue Code of 1986 (the "Code") provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax will not be required in connection with the sale of the Property, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Code and the regulations promulgated thereunder;

2. Seller's U.S. employer identification number is ____________________;

and

3. Seller's address is:

_____________________________________
_____________________________________
_____________________________________

It is understood that this certificate may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined the foregoing certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated as of ________________________.
WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation

By: ____________________________

Name: __________________________

Title: __________________________
EXHIBIT D
**2016 Real Estate Withholding Certificate 593-C**

**Part I – Seller/Transferor**

<table>
<thead>
<tr>
<th>Name</th>
<th>SSN or ITIN</th>
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<tbody>
<tr>
<td>Spouse/RDP's name (if jointly owned)</td>
<td>Spouse/RDP's SSN or ITIN (if jointly owned)</td>
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**Address (apt./site., room, PO box, or PMB no.)**

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<tr>
<th>City (if you have a foreign address, see instructions.)</th>
<th>State</th>
<th>ZIP code</th>
<th>Ownership percentage</th>
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Property address (if no street address, provide parcel number and county)

To determine whether you qualify for a full or partial withholding exemption, check all boxes that apply to the property being sold or transferred. (See instructions)

**Part II – Certifications which fully exempt the sale from withholding:**

1. ☐ The property qualifies as the seller's/transferor's (or decedent's, if sold by the decedent's estate or trust) principal residence within the meaning of Internal Revenue Code (IRC) Section 121.
2. ☐ The seller/transferor (or decedent, if sold by the decedent's estate or trust) last used the property as the seller's/transferor's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period.
3. ☐ The seller/transferor has a loss or zero gain for California income tax purposes on this sale. To check this box you must complete Form 593-E, Real Estate Withholding—Computation of Estimated Gain or Loss, and have a loss or zero gain on line 16.
4. ☐ The property is being compulsorily or involuntarily converted and the seller/transferor intends to acquire property that is similar or related in service or use to qualify for nonrecognition of gain for California income tax purposes under IRC Section 1033.
5. ☐ The transfer qualifies for nonrecognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest).
6. ☐ The seller/transferor is a corporation (or a limited liability company (LLC) classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State (SOS) or has a permanent place of business in California.
7. ☐ The seller/transferor is a partnership or a partnership qualified to do business in California (or an LLC that is classified as a partnership for federal and California income tax purposes and is not a single member LLC that is disregarded for federal and California income tax purposes).
8. ☐ The seller/transferor is a tax-exempt entity under California or federal law.
9. ☐ The seller/transferor is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust.

**Part III – Certifications that may partially or fully exempt the sale from withholding:**

**Real Estate Escrow Person (REEP):** See Instructions for amounts to withhold.

10. ☐ The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031.
11. ☐ The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031.
12. ☐ The transfer of this property is an installment sale where the buyer/transferee is required to withhold on the principal portion of each installment payment. Copies of Form 593-I, Real Estate Withholding Installment Sale Acknowledgement, and the promissory note are attached.

**Seller/Transferor Signature**

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to fbh.ca.gov and search for privacy notice. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that I must retain this form in my records for 5 years and that the Franchise Tax Board may review relevant escrow documents to ensure withholding compliance. Completing this form does not exempt me from filing a California Income or franchise tax return to report this sale.

**To be completed by the buyer/transferee:**

**Seller/Transferor Name and Title**

<table>
<thead>
<tr>
<th>Seller/Transferor’s Name</th>
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<th>Date</th>
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**Spouse/RDP Name**

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<th>Spouse/RDP’s Name</th>
<th>Spouse/RDP’s Signature</th>
<th>Date</th>
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**Seller/Transferor** If you checked any box in Part II, you are exempt from real estate withholding.

**Transferor** If you checked any box in Part III, you may qualify for a partial or complete withholding exemption.

Except as to an installment sale, the withholding will be 3 1/3% (.0333) of the total sales price or the optional gain on sale withholding amount from line 5 of Form 593, Real Estate Withholding Tax Statement. If the seller/transferor does not return the completed Form 593 and Form 593-C by the close of escrow, the withholding will be 3/10% (.0333) of the total sales price, unless the type of transaction is an installment sale. If the transaction is an installment sale, the withholding will be 3/10% (.0333) of the first installment payment.

If you are withheld upon, the withholding agent should give you one copy of Form 593. Attach a copy to the lower front of your California income tax return and make a copy for your records.
EXHIBIT E
SIMI VALLEY LANDFILL AND RECYCLING CENTER
HABITAT RESTORATION AND MANAGEMENT PLAN

September 2016

Prepared for:
WASTE MANAGEMENT OF CALIFORNIA, INC.
2801 Madera Road
Simi Valley, CA 93065

Prepared by:
PSOMAS
Dr. Brad Blood and Dr. Irena Mendez
3 Hutton Centre Drive
Suite 200
Santa Ana, CA 92707
Part I

Introduction

This Habitat Restoration and Management Plan (HRMP) was prepared in accordance with the Conditions for Approval provided in the Conditional Use Permit (CUP) Case No. LU07-0048 (Conditions 33 through 45). The CUP addresses Ventura County Mitigation Measures Bio-1, Bio-2, Bio-3, Bio-4, Bio-5, Bio-6, Bio-7, Bio-8, Bio-10, Bio-11, Bio-12, Bio-13, and Bio-14 as outlined in the final Environmental Impact Report (FEIR) for the Simi Valley Landfill and Recycling Center (SVLRC) expansion project. The SVLRC is in the County of Ventura, adjacent to the northern boundary of the City of Simi Valley, California (Figure 1, Regional Location; Figure 2, Local Vicinity).

Diverse strategies will be utilized for the SVLRC Expansion Project CUP and associated biological mitigation measures, contingent on goals and site conditions. These strategies include:

- **Preservation**: Establishes areas that will be managed to maintain a specific habitat value.
- **Enhancement**: Alters a site to improve a specific habitat value.
- **Restoration**: Alters a site to establish a defined, indigenous, historic ecosystem.
- **Revegetation**: Establishes native vegetation on disturbed lands.
- **Management**: All actions that ensure the project goals are met in the short- and long-term. Management is an integral part of restoring and preserving native plant communities.

Purpose and Need

The purpose of this HRMP is to guide the SVLRC’s compliance with the conditions listed in the CUP and FEIR. The SVLRC is required to comply with the following CUP conditions regarding biological resources:

- **CUP Condition 33/BIO-1**: Pre-construction botanical surveys shall be conducted by a qualified, USFWS and CDFW-approved biologist for the Brauntoun’s milk vetch (Astragalus brauntonii), San Fernando Valley spineflower (Chorizanthe parryi var. fernandina), Lyon’s pentachaeta (Pentachaeta lyonii), Plummer’s mariposa lily (Calochortus plummerae), and Catalina mariposa lily (Calochortus catalinae), and other listed species during the appropriate flowering period prior to start of vegetation clearing and grading activities within suitable habitat for these species. At least two weeks prior to ground disturbance of any area not disturbed within the previous 12 months, the biologist shall conduct surveys.
• CUP Condition 34/BIO-2. Prior to removal of coastal scrub habitat or habitat designated as critical habitat by the USFWS for coastal California gnatcatcher (CAGN), a qualified, USFWS-approved biologist shall conduct protocol surveys for CAGN and provide the results to the County of Ventura, USFWS, and CDFW.

• CUP Condition 35/BIO-3. Removal of vegetation, grading, and/or other land disturbance activities shall be conducted outside the bird breeding and nesting season (February 1 through August 31) in order to avoid destruction of bird nests or eggs. If land disturbance activities cannot be completed outside the February 1 through August 31 breeding season, a breeding and nesting bird survey shall be conducted by a qualified biologist with a CDFW Scientific Collecting Permit within 7 days prior to the land disturbance activity. The nesting bird survey shall cover the construction footprint and a buffer of 500 feet from the construction footprint. Prior to issuance of a zoning clearance for development, the applicant shall provide a signed contract with one of the Planning Division’s approved biological consultants that guarantees that a nesting bird survey will be conducted 7 days prior to any land disturbing activities.

• CUP Condition 36/BIO-4. Prepare and implement a Wetlands Mitigation Plan acceptable to the County of Ventura prior to initiation of vegetation clearing and grading activity within 100 feet of the known seeps. Appropriate mitigation includes enhancing, expanding, or restoring existing wetlands, or creating/establishment of new wetlands in the proposed project vicinity.

• CUP Condition 37/BIO-5. The permittee shall implement vector control methods to deter refuse scavenging species such as gulls and crows from the waste disposal area. In the vicinity of Alamos Canyon, vector control methods (such as noisemakers and propane cannons, distress call, and use of falcons and dogs) that could result in the avoidance of wildlife use of Alamos Canyon as a corridor shall be avoided.

• CUP Condition 38/BIO-6. To ensure the continued availability of the Alamos Canyon Wildlife Corridor for the benefit of native plants and wildlife, the permittee shall obtain, dedicate, enhance, and manage habitat in and adjacent to the Alamos Canyon wildlife corridor, including the riparian zone and adjacent upland habitats. The area to be preserved shall include the Alamos Canyon Corridor within: the SR-118 freeway on the south end, the latitude of the northernmost portion of the buffer area associated with the proposed landfill expansion on the north end, the project CUP boundary on the east side, and the rim of Alamos Canyon on the west side.

• CUP Condition 39/BIO-7. Design and implement a plan for habitat enhancements along the channel in Alamos Canyon in order to improve overstory cover for migrating animals and to increase potential habitat for species that rely on riparian corridors. The plan must provide for planting and maintenance of sycamore and coast live oak trees in and adjacent to Alamos Canyon in areas void of trees. A minimum of 30 sycamores and 30 coast live oaks shall be established within the area identified.
• CUP Condition 40/BIO-8. Design a plan for and implement at least 2 of the following improvements or enhancements to the Alamos Canyon crossings (i.e., Alamos Canyon East and West culverts and Alamos Canyon Road undercrossing):
  o Alamos Canyon West Corridor:
  o Enhance and maintain riparian vegetation near culverts.
  o Alamos Canyon Road Undercrossing:
  o Increase the vegetative cover along Alamos Canyon Road.
  o Replace the paved road with a decomposed granite surface if it is still used for maintenance, otherwise remove the road surface and base entirely and replace it with native vegetation.
  o Remove the barbed wire fencing along the road.
  o Alamos Canyon East Corridor:
  o Increase vegetation cover along the drainage.
  o Measures Applicable to the three Alamos Canyon Corridors:
  o Installation of fencing by the project applicant to funnel wildlife into the
  o Alamos Canyon undercrossing.

The permittee shall coordinate with Caltrans to ensure that the improvements selected will not conflict with any planned Caltrans projects.

• CUP Condition 41/BIO-10. Develop and implement a Sensitive Plant Species Restoration Plan for Plummer’s and Catalina mariposa lily, and any federal or state listed plant species found during pre-construction surveys prior to onset of grading in the expansion area.

• CUP Condition 42/BIO-11. Pre-construction spring botanical surveys shall be conducted by a qualified, County- approved biologist for listed and locally important plant species with the potential to occur within the project site prior to the start of vegetation clearing and grading. To the extent feasible, grading limits shall be adjusted to exclude documented occurrences of listed and locally important plant species, including Plummer’s mariposa lily and Catalina mariposa lily. During years of unfavorable conditions for mariposa lilies, the distributional data from 2005 shall be used to adjust grading limits, because the numbers and local distribution of mariposa lilies may vary considerably from year to year in response to environmental conditions, and conditions in 2005 were relatively favorable for identifying the distribution of the mariposa lilies.

• CUP Condition 43/BIO-12. A preconstruction survey shall be conducted by a qualified, County- approved biologist for locally important wildlife species no sooner than 14 days prior to the start of vegetation removal and grading. Prior to vegetation removal, the biologist shall ensure that potential natal badger dens are avoided and that less mobile species, such as coast horned lizard, will be relocated to suitable habitat outside of the construction area. A qualified, County- approved
biologist shall be on-site to monitor vegetation removal and topsoil salvaging and stockpiling to minimize injury or mortality to locally important wildlife species.

- CUP Condition 44/BIO-13. Develop a plan to revegetate all lands temporarily disturbed by grading as well as intermediate, permanent slopes and closed portions of the landfill as indicated below. Revegetation efforts shall emphasize native plant species and provision of quality habitat for locally important wildlife species and other native wildlife.

- CUP Condition 45/BIO-14. The loss of habitat for locally important wildlife species, including sage scrub, chamise chaparral, grassland, and oak woodland as documented in Table 3.4-4 of the EIR, shall be mitigated through preservation of existing intact plant communities or restoration and preservation of disturbed plant communities at a 1:1 ratio in the project vicinity. This measure can be coordinated with Mitigation Measure BIO-6.

**Project Description and Phasing**

The SVLRC CUP boundary was expanded to encompass approximately 887 acres. The waste disposal area will encompass areas to the north and west from its current permitted location and will increase the landfill footprint from 185 acres to 367.5 acres. The waste capacity of the landfill will increase from 43.5 to 120 million cubic yards.

Each phase of waste disposal area at the SVLRC is constructed by sequentially excavating areas called cells. As the active cell nears capacity, a new cell is excavated and lined. As phases near capacity, cells will be developed in the next phase. As phases are completed, intermediate or final cover will be applied. The HRMP will be completed in several stages over the operational phases of the landfill (Phases I, II, III, and IV; Figure 3, Expansion Phases).

**Existing Biological Conditions**

**Plant Communities**

The SVLRC expansion area supports a complex mosaic of vegetation associations and plant densities. Plant communities mapped by Psomas include: chamise chaparral, coast live oak woodland, landscaped areas, non-native grassland, riparian, and Venturan coastal sage scrub (Table 1, Approximate Acreages of Plant Communities on the Project Site; Figure 4, Plant Communities). A detailed description of each plant community is provided below.
EXHIBIT F
ALAMOS CANYON LONG-TERM RESOURCE MANAGEMENT PLAN

Prepared for:
Waste Management of California, Inc.
September 29, 2015

Prepared by:

PSOMAS

Dr. Irena Mendez and Dr. Brad Blood
3 Hutton Centre Drive, Suite 200
Santa Ana, CA 92707
(714) 751-7373; fax (714) 545-8883
2WAS020301
1.0 Introduction

This Alamos Canyon Long-Term Management Plan (Plan) implements the Alamos Canyon Wildlife Corridor Plan of the Habitat Restoration and Management Plan (HRMP) by providing guidelines for the enhancement and long-term management of the 57-acre Alamos Canyon Dedication Area (Dedication Area) to ensure the continued availability of the Alamos Canyon Wildlife Corridor (Corridor) pursuant to Conditional Use Permit (CUP) Condition 38 issued for the Simi Valley Landfill and Recycling Center (SVLRC) Expansion Project (Ventura County 2011). The Corridor is a major north-south local and regional corridor that provides access under California State Route (SR) 118 to numerous species of wildlife (SAIC 2010). The Dedication Area is located adjacent to the western CUP boundary of the SVLRC. The CUP boundary was approved in the certified SVLRC Expansion Project Final Environmental Impact Report (FEIR) (SAIC 2010). The Plan has been updated to address comments received from the County of Ventura in December 2014 and March 2015, providing details on the methods to be employed for quantitative monitoring of the Dedication Area.

The 57-acre Dedication Area will be enhanced and managed in perpetuity for the benefit of native plants and wildlife, including the riparian zone and adjacent upland habitat, through a restrictive covenant or conservation easement (CUP Condition 38). The Dedication Area will be enhanced for the benefit of wildlife both passing through and residing within this area by improving the overstory along the Corridor, enhancing riparian vegetation near the SR-118 culvert consistent with permits issued by the U.S. Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act and the California Department of Fish and Game (CDFW) pursuant to Section 1602 of the State Fish and Game Code, and restoring upland areas that consist of disturbed coastal sage scrub. Enhancement and restoration will include:

- Planting of oak and sycamore trees to improve cover for migrating animals and increase potential habitat by providing additional vegetative overstory cover pursuant to CUP Condition 39 (see HRMP Condition 39 in Psomas 2014)
- Enhancement and maintenance of riparian vegetation near the SR-118 culvert located at the southern terminus of the Dedication Area within the Corps/CDFW mitigation site.
- Restoration of coastal sage scrub within 10 acres of disturbed coastal sage scrub

The Dedication Area will also serve as the mitigation site for impacts to round-leaved filaree (*California macrophylla*) pursuant to CUP Condition 41 (this HRMP Condition 41). In addition, the 57-acre Dedication Area in combination with the 193.8-acre Brea Canyon Preservation Area, will preserve a total of approximately 251 acres in perpetuity as compensatory mitigation for permanent impacts to 215 acres of plant communities and wildlife habitat including impacts to designated critical habitat for coastal California gnatcatcher (*Polioptila californica californica*) resulting from implementation of the SVLRC Expansion Project (See HRMP Conditions 34 and 45 in Psomas 2014)(Figure 1, *Local Vicinity*).

This Plan describes the prescribed management goals and activities to comply with CUP Condition 38, as well as the funding mechanism and financial assurances to support the dedication and long-term management and maintenance of the Dedication Area as vegetation and
wildlife habitat in perpetuity. This Plan will be incorporated into the Restrictive Covenant and/or Conservation Easement as an exhibit to meet the terms and conditions specified in the approved Restrictive Covenant and/or Conservation Easement. The Restrictive Covenant and/or Conservation Easement will be prepared and submitted to the County of Ventura (County) Planning Division for review and approval. Once the legal instrument is recorded, the area will be preserved in perpetuity in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values, collectively known as Conservation Values. The legal instrument will also require approval from the Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act and the California Department of Fish and Wildlife (CDFW) pursuant Section 1602 of the State Fish and Game Code.

1.1 Alamos Canyon Preserve Location

The 57-acre Dedication Area is located in southeast Ventura County (County), north of SR-118 and the limits of the City of Simi Valley (City) and east of the City of Moorpark (Figure 1). It is south of undeveloped open space and west of the CUP boundary of SVLRC (Figure 2, Alamos Canyon Dedication Area).

1.2 Long-term Management Plan Background and Purpose

The purpose of this Plan is to provide for the ongoing management and maintenance of existing plant communities and the habitat they provide to resident and migratory wildlife as well as special status plant species. The Plan includes the following components:

- A summary of biological resources within and adjacent to the Dedication Area as described in the certified EIR for expansion of the landfill and updated by 2014 plant community mapping and reconnaissance surveys within the Dedication Area
- A summary of management and maintenance goals; related activities for enhancement and ongoing management of the Dedication Area; and associated monitoring/reporting
- A summary of the funding mechanism and financial assurance for the management activities described in this Plan

The Dedication Area will be managed in compliance with this Plan consistent with the Restrictive Covenant and/or Conservation Easement approved by the County and becomes effective upon recordation of the subject legal instruments. The legal instrument will also require approval from the Corps pursuant to Section 404 of the Clean Water Act and the CDFW pursuant Section 1602 of the State Fish and Game Code.

1.3 Responsible Entities

The management activities described in this Plan will be implemented by Waste Management of California, Inc. (WMC) or its designees within the 57-acre Dedication Area. This Plan and the legal instrument that preserve the parcel in perpetuity are under the purview of the County, CDFW and the Corps. As property owner, WMC or its designees may designate responsibilities
to an outside consultant to serve as Biological Monitor or contractor to serve as Maintenance Contractor. The roles and responsibilities of the entities involved are described below.

1.3.1 Waste Management of California, Inc.

WMC is the property owner of the Dedication Area and is responsible for implementing the management activities within the Preservation Area through its staff or designees including but not limited to outside consultants and contractors. WMC or its designees at its discretion will retain a Biological Consultant to serve as Biological Monitor and/or a contractor to serve as Maintenance Contractor to perform the management activities described in this Plan, as appropriate. WMC or its designees will be responsible for the oversight of Plan activities and will coordinate with the Biological Monitor and Maintenance Contractor during program implementation.

1.3.2 County of Ventura

The County in its role as lead agency pursuant to the California Environmental Quality Act (CEQA) issued its discretionary approval of the SVLRC Expansion Project in July 2011. Subsequently the County issued a CUP specifying conditions to ensure that WMC implements mitigation measures related to biological resources (Ventura County 2011). This Plan and the legal instrument that protects the Dedication Area in perpetuity will be reviewed and approved by the County in accordance with CUP Conditions 34 and 45 to ensure that WMC complies with the subject conditions. WMC has prepared a HRMP under the purview of the County that describes compliance with CUP Conditions 34 and 45 as well as Conditions 36, 39, 40 and 41 that pertain to the Dedication Area.

1.3.3 U.S. Army Corps of Engineers

The Corps in its role as federal lead pursuant to Section 404 of the Clean Water Act (Act) will issue an individual permit for discharge of fill into approximately 1.4 acres of federal non-wetland waters resulting from implementation of the SVLRC Expansion Project. Adverse impacts to non-wetland waters will be offset by compensatory mitigation at a ratio of 3:1 for acres of mitigation area versus acres impacted as a result of the project. Thus 4.2 acres will be enhanced and preserved in perpetuity within the Dedication Area as described in CUP Condition 36 (See HRMP Condition 36 in Psomas 2014). This Plan, and the legal instrument that protects the Dedication Area in perpetuity, is under the purview of the Corps in accordance with the individual permit and any special conditions issued pursuant to Section 404 of the Act.

1.3.4 California Department of Fish and Wildlife

The CDFW in its role as state lead pursuant to Section 1602 of the State Fish Game Code will issue a Streambed Alteration Agreement (SAA) for diverting/obstructing the natural flow of, or changing the bed, channel, or bank of, or using materials from the streambeds of 2.024 acres of state waters/wetlands resulting from implementation of the SVLRC Expansion Project. Adverse impacts to state waters/wetlands will be offset by compensatory mitigation at a ratio of 3:1 for
acres of mitigation area versus acres impacted as a result of the project. Thus 6.1 acres will be enhanced and preserved in perpetuity within the Dedication Area as described in Condition 36 (See HRMP Condition 36 in Psomas 2014). This Plan, and the legal instrument that protects the Dedication Area in perpetuity, is under the purview of the CDFW in accordance with the SAA and any special conditions issued pursuant to Section 1602 of the State Fish and Game Code.

1.3.5 Biological Monitor

WMC or its designees may use site personnel or retain a Biological Monitor to perform the annual evaluations, develop annual summary reports, or perform any as-needed surveys, as described in this Plan. The Biological Monitor will be experienced with resource management issues, including non-native species control, native plant establishment, and the protection of biological resources. The Biological Monitor will coordinate with WMC and the Maintenance Contractor, as appropriate, throughout all inspection and survey activities.

1.3.6 Maintenance Contractor

WMC or it designees may use site personnel or retain a Maintenance Contractor to perform any or all of the maintenance and management tasks described in this Plan, as appropriate. If retained, the Maintenance Contractor will also be responsible for coordinating with WMC and the Biological Monitor, as appropriate, regarding all activities. The Maintenance Contractor will be experienced in performing standard management activities of natural lands: non-native plant species control, pest management, and biological resource protection.
2.0 Long-term Goals and Objectives

This Dedication Area has been established by way of a Restrictive Covenant and/or Conservation Easement to prevent any use that would impair or interfere with its natural, open and scenic condition together with its ecological, historical, visual and educational values, herein referred to as conservation values in compliance with the CUP issued by the County and associated resource agency permits.

The goals for the long-term management of the Dedication Area include:

- Enhancing and managing the 57-acre Dedication Area to ensure the continued availability of the Alamos Canyon Wildlife Corridor for the benefit of native plants and wildlife, including the riparian zone and adjacent upland habitat
- Serve as the compensatory mitigation site for impacts to waters and wetlands under the jurisdiction of the Corps, CDFW and County of Ventura at a ratio of 3:1 for acres of mitigation area versus acres impacted as a result of the project
- Serve as the compensatory mitigation site for impacts to round-leaved filaree impacted as a result of the project
- Serve as the compensatory mitigation site in combination with the 193.8-acre Brea Canyon Preservation Area, for impacts to 215 acres of plant communities and wildlife habitat that include impacts to designated critical habitat for coastal California gnatcatcher as a result of the project

Three management goals have been developed to support the enhancement and preservation of the Corridor/mitigation lands and their conservation values in perpetuity:

- Protect and preserve on-site resources, including special status species and their associated natural habitats
- Ensure that enhancement activities meet performance standards under regulatory purview
- Implement protective measures using an adaptive management approach

The following specific objectives have been developed to meet the stated management goals:

- Perform periodic biological surveys to provide updated information on the status of the preserved biological resources
- Conduct ongoing biological monitoring of site conditions to identify threats to native flora and fauna
- Use an adaptive management approach to modify ongoing management activities based on the results of periodic biological surveys and biological monitoring to ensure the protection of conservation values
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

Date: August 4, 2016

TO: District Manager

FROM: Director of Administration

SUBJECT: Approval of Mountains Recreation and Conservation Authority Final Budget for Fiscal Year 2016-2017

SUMMARY

The Mountains Recreation and Conservation Authority (the “MRCA”) was formed on June 27, 1985 through a Joint Powers Agreement between the Santa Monica Mountains Conservancy (“SMMC”) and the Conejo Recreation and Park District. On July 10, 1987, the Agreement was amended to provide for the inclusion of the Rancho Simi Recreation and Park District. The stated purpose of the MRCA is to acquire, develop and conserve additional park and open space lands with special emphasis on recreation and conservation projects, and the protection and conservation of watersheds and the development of river parkways.

The MRCA is governed by a Joint Exercise of Powers Agreement (JPA). Section 11.3 of the Agreement requires that an annual budget be prepared and submitted to the SMMC and the two Park Districts for approval. At its meeting of June 2, 2016, the Rancho Simi Recreation and Park District Board approved the MRCA preliminary budget. Attached is the MRCA staff report of June 27, 2016, and FY 2016-17 MRCA Final Budget as prepared by MRCA staff and detailed as (1) FY16.17 Official Budget by Account Class Category; (2) FY 16.17 Final Management Revenue Budget; (3) FY 16.17 Final Management Expense Budget; and (4) FY 16.17 Final Management Budget by Task.

This Final MRCA Budget for fiscal Year 2016-2017 was approved by the SMCC Board on June 27, 2016, the MRCA Board at its meeting on July 6, 2016, by Conejo Recreation and Park District on July 7, 2016.

Basem Mosaad, Deputy Financial Officer from MRCA is scheduled to be present at tonight’s meeting to help answer any questions.
RECOMMENDATION

Staff recommends the Board approve the attached Mountains Recreation and Conservation Authority Final Budget for Fiscal Year 2016-2017.

Theresa Pennington
Director of Administration
Memorandum

To: the Conservancy
   The Advisory Committee

From: Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Director

Date: June 27, 2016

Subject: Agenda Item 11: Consideration of resolution approving the Mountains Recreation and Conservation Authority Final Budget, Fiscal Year 2016-2017.

Staff Recommendation: That the Conservancy adopt the attached resolution approving the Mountains Recreation and Conservation Authority Final Budget, Fiscal Year 2016-2017.

Legislative Authority: Section 6500 et. seq. of the Government Code, and MRCA Joint Exercise of Powers Agreement, Section 11.3:

"...The Authority shall prepare an annual budget, in a form approved by the Conservancy and the Districts, which budget shall be submitted to the Conservancy and the Districts for approval, in the time and manner as specified by the Conservancy and the Districts..."

Background: In accordance with section 11.3 of the MRCA Joint Exercise of Powers Agreement, The Mountains Recreation and Conservation Authority (MRCA) final budget is submitted to the Conservancy for approval.

The governing boards of the MRCA, Conejo Recreation and Park District (CRPD) and the Rancho Simi Recreation and Park District (RSRPD) approved a preliminary version of this budget at their meetings on June 1, 2016, June 2, 2016 and June 16, 2016 respectively. The MRCA Finance staff were able to finalize the 2016-2017 budget for approval on this June 27, 2016 meeting.

The final budget is described herein and further detailed in four attachments: (1) Official Budget by Account Class Category - this is the Official budget of the MRCA, (2) Final Management Revenue Budget, (3) Final Management Expense Budget, and (4) Final Management Budget by Task.
The FY 2016-2017 final budget was prepared using information available in grant and contract files, prior year revenue receipts and expenditures, and information regarding future projects funding.

Task (Project) Accounting:

The MRCA budgets each task (project) separately, and the total budget figures are a compilation of those project budgets. The Final Management Budget by Task details the amount of expenses expected to be incurred in FY 2016-2017 by task. See the Final Management Budget by Task report for more information.

Projects are identified in the Logos.NET system as reimbursable or advanced funds, which aids in the MRCA’s accounts receivable process. All reimbursable grants are invoiced by the MRCA on a periodic basis, or as allowed for in the grant agreements.

It is the practice of the MRCA to include budgets for anticipated projects, sometimes where funding is not yet finalized. Anticipated projects for FY 2016-17 are identified as “TBD” in the Final Management Budget by Task. If funding is not secured these projects may not be pursued.
# MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

## Final Official Budget By Account Class Category for Fiscal Year Ending June 30, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<tr>
<td>Add: FY 2016-2017 Budgeted Revenue</td>
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<tr>
<td><strong>TOTAL PROJECTED REVENUE FY 2016-2017</strong></td>
<td><strong>$36,763,000</strong></td>
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<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
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<td>MRCA Grants</td>
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<td>Land &amp; Improvements</td>
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<td>Equipment</td>
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<td>General Contingency</td>
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**TOTAL BUDGETED EXPENSES FY 2016-2017** $36,763,000
# Mountains Recreation and Conservation Authority
## Fiscal Year 2016-2017 Final Management Revenue Budget

<table>
<thead>
<tr>
<th>REVENUE:</th>
<th>Actual-12/13</th>
<th>Actual-13/14</th>
<th>Actual-14/15</th>
<th>Approved 15/16</th>
<th>Proposed Final 16/17</th>
<th>Notes</th>
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<td>Interest Earnings</td>
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<td>Use Of Fund Balance</td>
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<td>$-</td>
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<td><strong>$36,763,000</strong></td>
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All numbers are rounded to the nearest thousand.

**Proposed Final 16.17 Budget Notes:**

A) PAD revenues include approx. $570K carryover from the prior year.

B) CFD revenues include approx. $194K carryover from the prior year.
## Mountains Recreation and Conservation Authority
### Fiscal Year 2016-2017 Final Management Expense Budget

<table>
<thead>
<tr>
<th>EXPENSE</th>
<th>Actual-12/13</th>
<th>Actual-13/14</th>
<th>Actual-14/15</th>
<th>Approved 15/16</th>
<th>Proposed Final 16.17</th>
<th>Notes</th>
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<td>Supplies &amp; Maintenance</td>
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<td><strong>Total Expenses</strong></td>
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<td><strong>$35,880,747</strong></td>
<td><strong>$41,685,000</strong></td>
<td><strong>$36,763,000</strong></td>
<td></td>
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</tbody>
</table>

All numbers are rounded to the nearest thousand.

### Proposed Final 16.17 Budget Notes:

A) Salaries and Benefits reflect the elimination of the Mrca interpretation division among other work force changes.

B) Supplies and Maintenance expenses are reduced as a result of the expiration of Prop A 1992 S&M funds.

C) Includes planned acquisitions in the total amount of $950k funded by PAD in areas # B, G & I.
<table>
<thead>
<tr>
<th>#</th>
<th>Task Number &amp; Name</th>
<th>Task Budget</th>
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<tbody>
<tr>
<td>1</td>
<td>1209 - Sanitation Ranger Patrol</td>
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<td>2</td>
<td>1211 - NHPA Ranger Patrol</td>
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<td>3</td>
<td>1212 - WCA Ranger Patrol</td>
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<td>4</td>
<td>1225 - BHRCA Staffing Agreement 15/16+</td>
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<td>5</td>
<td>3002 - SMMC Related Expenses</td>
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<td>6</td>
<td>3003 - Enhanced Pub Safety/Prk Surchrge</td>
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<td>7</td>
<td>3005 - CFD Admin (HH &amp; MM)</td>
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<td>8</td>
<td>3005 - PAD Admin (Dist. 1 &amp; 2)</td>
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<td>9</td>
<td>3006 - CFD Acquisitions (HH &amp; MM)</td>
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<td>10</td>
<td>3006 - PAD Acquisitions (Dist. 1 &amp; 2)</td>
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<td>11</td>
<td>3007 - PAD Capital Improvements (Dist. 2)</td>
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<td>12</td>
<td>3008 - PAD Maintenance &amp; Brushing (Dist. 1 &amp; 2)</td>
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<td>3009 - BHRCA-Park-to-Playa Trail Proj</td>
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<td>14</td>
<td>3010 - CFD Ranger/Maint. (HH &amp; MM)</td>
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<td>3014 - W Mulholland Trailhead SMM05054</td>
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<td>16</td>
<td>3017 - Lopez Cyn Restor-SMM CF1020 CalT</td>
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<td>3021 - Feinberg ROV Trl Signage SMM0815</td>
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<td>3026 - Joughin Ranch 58A 03 2042</td>
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<td>3034 - Ballona Wetland Interp SMM0533</td>
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<td>3035 - Ballona Crk Conn Loop 58L2092223</td>
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<td>3036 - Mentryville Improvements SMM0745</td>
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<td>3042 - Milton Street Park 58L2-09-2222</td>
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<td>3043 - Easements Processing Fund</td>
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<td>3047 - Coastal Slope Trail Acq SMM0765</td>
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<td>3048 - Franklin Cyn Improv SMM0605</td>
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<td>3051 - Prop A Maintenance &amp; Services</td>
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<td>3077 - East Canyon ARY 58A1-99-0807</td>
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<td>3078 - Compton YTF 58A1-99-0808</td>
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<td>3086 - Coastal Slope Trail SMM0765</td>
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<td>3088 - Minor Cap-LA Riv Wtrshed SMM0853</td>
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<td>Task Budget</td>
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<td>3138 - Hirco LLC Mitigation Acq&amp;Restor</td>
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<td>3151 - Forest Lawn Ph II CDFG Portion</td>
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<td>3187 - CA Coastal Comm Hab Impact Mit</td>
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<td>3191 - 5th Dist-Lopez Cyn/Alonzo #2195</td>
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<td>3230 - AV Solar Ranch One 10-9810</td>
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<td>3233 - Hollywood Bowl Overlk SMM84-1122</td>
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<td>3235 - River Center Imp SMM-84-1356</td>
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<td>3240 - Enc-Silverlake Reservoir 11/11</td>
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<td>3241 - PCH Public Beach Aecessway 07-047</td>
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<td>3251 - LA Flood-1.65mil acquisition</td>
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<td>3252 - LA Flood Dist - restoration</td>
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<td>3253 - Tehachapi Trans-SCE spl 11-735</td>
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<td>3258 - Elephant Hill (acq) - SMM</td>
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<td>3260 - SCC - Lechuza Planning 50k</td>
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<td>3262 - Franklin/Ivar CDPR SW-019-024</td>
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<td>3263 - m-CalTrans 405 CDFG 09-0339 6/12</td>
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<td>3266 - Caballero Creek PPD 84-1207</td>
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<td>3267 - Pacoima Wash Greenwy PPD 84-1215</td>
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<td>3286 - m-Colonies Partners Alluvial Sag</td>
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<td>3287 - Pacoima Wash Bikeway</td>
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<td>3292 - m - Carlisle Trail (.065)</td>
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<td>3293 - Elephant Hill (Planning) - SMMC</td>
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<td>73</td>
<td>3312 - LAR - Kayak Zone</td>
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<td>3315 - PP&amp;D Griffith-El Pueblo, SMM1349</td>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

Date: August 4, 2016
To: General Manager
From: Assistant General Manager
Subject: Approval of Award of Contract for the Arroyo Simi Greenway Phase 2 Construction Project

Background and Overview:

At its meeting on June 16, 2016, the District’s Board of Directors authorized the solicitation of bids for the Arroyo Simi Greenway Phase 2 Construction Project. This second phase includes the construction of two new asphalt bikeway sections totaling 1.67 miles. One section extends from Erringer Road westward to First Street (1.04 miles) and the second section extends from Madera Road westward to Stargaze Place (0.63 miles). The project also includes the construction of three new formal trail entries (two on the west side of Madera Road and one at Stargaze Place) and three new signalized trail/street crossings parallel to the Arroyo Simi Channel at Royal Avenue, Sycamore Drive, and Erringer Road. In addition, identification/directional signage, park benches, trash receptacles, and educational interpretive exhibits will be installed along the newly paved trail sections.

The bid documents for the project provided for a Base Bid incorporating all of the Phase 2 Greenway improvements and an Additive Alternate Bid “A” for the installation of the signalized trail/street crossings.

A Notice Inviting Bids was published in the Ventura County Star on June 26, 2016. A total of 14 contractors received bid packages for the Project.

On July 26, 2016, four (4) sealed bids were received in time for the bid opening from the following contractors:

<table>
<thead>
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<th>Company</th>
<th>Base Bid Amount</th>
<th>Additive Bid Alternative A</th>
<th>TOTAL</th>
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<td>United Construction &amp; Landscape, Inc., Northridge, CA</td>
<td>$731,269.81</td>
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<td>Lee Construction, Simi Valley, CA</td>
<td>$847,750.00</td>
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<td>Berry General Engineering Contractors, Inc., Ventura, CA</td>
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<td>Sully Miller Contracting Co., Brea, CA</td>
<td>$1,238,409.00</td>
<td>$364,996.00</td>
<td>$1,603,405.00</td>
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Staff is recommending that the project be awarded to the apparent low bidder, United Construction & Landscape, Inc. in the amount of $1,047,018.29, which includes the Base Bid and Additive Bid Alternative A. United Construction & Landscape has not been previously awarded a construction contract with the Park District. United Construction & Landscape possesses both a General Engineering (Class A) contractor license and a General Building (Class B) contractor license in addition to specialty contractor licenses for Earthwork and Paving (C-12) and Landscaping (C-27). According to staff’s research, United Construction and Landscape has completed or has on-going construction projects with Conejo Recreation and Park District, Ventura County Watershed Protection District, and the Las Virgenes Unified School District.

**Fiscal Impact:**

The District has already expended $107,000 for the aerial topographic survey and design services contract. The bid for construction totals $1,047,018.29. Allowing for a 7.5% construction contingency of $78,526.37 and $68,600 allowance for final permits and consulting services utilized during the course of construction the aggregate cost of the Arroyo Simi Greenway Phase Two Construction Project is estimated at $1,301,144.66.

The budget allocation consists of a combination of the California Rivers Parkways Grant received from the California Natural Resource Agency in the amount of $886,642, a Park District contribution of $150,000, and a City of Simi Valley contribution of $150,000. The original project budget therefore totals $1,186,642, resulting in a potential shortfall of $114,502.66.

This shortfall can be made up through the reallocation of budgeted line items in the Grant Fund account (Fund 90) earmarked for Class 1 Trail Maintenance in the amount of $48,000 and the Arroyo Simi Greenway Phase 3 Construction Project in the amount of $66,500. Staff proposes this reallocation to ensure that funding requirements for construction are met.

The actual amount of the contingency expenditures and construction oversight services will be determined at the completion of construction. The District will then be in a position to quantify the actual shortfall and request an additional contribution from the City of Simi Valley.

**Board Action Requested:**

That the Board:

1. Award a contract for the Arroyo Simi Greenway Phase 2 Construction Project to United Construction & Landscape, Inc. in the amount of $1,047,018.29.

2. Authorize the General Manager to execute an Agreement with the awarded company on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed 7.5%, or $78,526.37, if and when the need arises for extra work or modifications to the project.

Wayne Nakaoka  
Director of Planning and Maintenance
AGREEMENT WITH UNITED CONSTRUCTION & LANDSCAPE, INC. FOR THE ARROYO SIMI GREENWAY PHASE 2 CONSTRUCTION PROJECT
RANCHO SIMI RECREATION AND PARKS DISTRICT

PUBLIC WORKS CONTRACT PROJECT
ARROYO SIMI GREENWAY PROJECT – PHASE TWO
Demolition, Grading, Drainage, Asphalt Paving & Amenities

THIS AGREEMENT "Agreement" is made and entered into this ______ day of ____________________, 2016, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and UNITED CONSTRUCTION & LANDSCAPE, INC., a California Corporation, located at 9018 Balboa Blvd., Suite 128, Northridge, CA 91325, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice inviting Bids, duly advertised for written bids to be submitted on or before July 26, 2016, for the following:

Arroyo Simi Greenway Project – Phase Two
Demolition, Grading, Drainage, Asphalt Paving & Amenities

in the City of Simi Valley, California, hereinafter called PROJECT.

At 2:00 P.M. on said date, in the offices of the Rancho Simi Recreation and Park District, said bids were duly opened.

At its regular meeting held on August 4, 2016, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

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

ARTICLE I

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

All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

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

ARTICLE II

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

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of ONE MILLION, FORTY-SEVEN THOUSAND, EIGHTEEN AND 29/00 DOLLARS ($1,047,018.29) for the Base Bid and Additive Bid Alternate A, based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain ten percent (10%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within Sixty (60) calendar consecutive days after commencement.

ARTICLE VI

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

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

ARTICLE VII

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

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

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

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

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

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

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

DIR Monitoring and Enforcement

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

Job Site Notices

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

ARTICLE VIII

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

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

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

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

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

ARTICLE IX

CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided

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

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

(c) That notwithstanding any provision of this Agreement to the contrary, the duty of the CONTRACTOR to defend or indemnify or save harmless the DISTRICT and/or its elective and appointive boards, officers, agents and employees, shall not apply in the event of conduct of the DISTRICT
and/or its elective and appointive boards, officers, agents and employees covered by the provisions of California Civil Code Section 2782, or other applicable laws, gives rise to the claim, loss, damage, injury and/or liability.

ARTICLE X

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

ARTICLE XI

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

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

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

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

(2) **Comprehensive Automobile Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

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

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

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

**ARTICLE XII**

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

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

SIGNATURES ON FOLLOWING PAGE 9
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ______ day of __________________, 2016, by their respective officers duly authorized in that behalf.

ATTEST: ___________________________  RANCHO SIMI RECREATION AND PARK DISTRICT:

______________________________  by______________________________
Larry Peterson, District Clerk  Larry Peterson, District Manager

APPROVED AS TO FORM:________________________

______________________________  UNITED CONSTRUCTION & LANDSCAPE, INC., a California Corporation.
Brian A. Pierik, District Counsel  ________________

______________________________  President

______________________________  Secretary
CONTRACTOR'S BID PROPOSAL FOR THE

ARROYO SIMI GREENWAY PHASE 2

CONSTRUCTION PROJECT
PROPOSAL

PROJECT: Arroyo Simi Greenway Project - Phase Two
Demolition, Grading, Drainage, Asphalt Paving & Amenities

PROJECT NO: 028-2016-2

PROJECT LOCATION: Arroyo Simi Flood Control Channel
(Between Erringer Rd. to First Street and Stargaze Pl to Madera Rd.,
in the City of Simi Valley)

BIDDER: United Construction & Landscape, Inc.

BID OPENING DATE: July 26, 2016

TIME: 2:00 pm

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

Directors:

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

Arroyo Simi Greenway Project - Phase Two
Demolition, Grading, Drainage, Asphalt Paving & Amenities
In the City of Simi Valley

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

In submitting this proposal, I agree:

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

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

3. Within fifteen (15) days from the mailing by the District of notification to commence work, the
   contractor shall commence work and complete the same within the allotted time and in
   accordance with the contract documents.

4. To accomplish the entire work within 60 consecutive calendar days from and after executing
   the Agreement.
BASE BID: DEMOLITION, GRADING, DRAINAGE, ASPHALT PAVING & AMENITIES:

All work shown and identified in the Arroyo Simi Greenway Phase Two Construction Plans, Sheets 1 through 40 as Prepared by Stantec.

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of Seven Hundred Thirty One Thousand Two Hundred Sixty Nine Dollars 8/100

($731,269.81)

ADDITIVE BID ALTERNATIVE ‘A’ - Traffic Signal Installation & Striping


The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of Three Hundred Fifteen Thousand Seven Hundred Forty Eight Dollars 48/100

($315,748.48)

UNIT PRICES

All bidders are required by the District to submit itemized unit prices for the Base Bid and or Additive Bid Alternates at the time of the bid opening. This format including all itemized unit prices may be used as a basis for Contractor’s payments.

The District hereby notifies the bidders that the quantities shown are only estimations used by the District to determine the lowest responsible bidder. The District advises bidders to make their own quantity calculations for bid purposes and adjust the quantities as required. For items not specifically mentioned in this unit price sheet, the bidder shall incorporate those costs into the closest resembling item(s).

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

Bidder is advised that the total sum of all of the unit prices should equal the Base Bid and Additive Bid Alternative above.
### BASE BID UNIT PRICES:

**DEMOLITION, GRADING, DRAINAGE, ASPHALT PAVING & AMENITIES:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
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<td>(Signs provided by Park District)</td>
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<td><strong>AMENITIES</strong>*</td>
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**BASE BID CONSTRUCTION TOTAL:** $731,269.61

(This amount to equal base bid on Page 00401-2)

Bid Proposal 00401-3

BIDDER'S INITIALS IT
### ADDITIVE BID ALTERNATIVE 'A'
#### TRAFFIC SIGNAL INSTALLATION & STRIPING - BASE BID UNIT PRICES:


<table>
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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>703-7, AND 704-3)</td>
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<td>703-7, AND 704-3)</td>
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</table>

**BASE BID CONSTRUCTION TOTAL**
(This amount to equal Additive Bid Alternative 'A' on page 00401-2

$315,748.48

Bid Proposal
00401 - 4

BIDDER'S INITIALS IT
AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject all bids, reject non-responsive bids and, so far as permitted by law, to waive any informality in the bids. If an award is made, the Contract shall be awarded within forty-five (45) calendar days after the opening of the bids.

The District will award this Contract under the following provisions.

A. The method for calculating the lowest bid will be as follows:

The lowest bid shall be the lowest total of the base bid prices on the base contract and the following additive or deductive items: Additive Bid Alternative ‘A’ Traffic Signal Installation & Striping.

B. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

C. Within ten (10) days of the mailing by the District of the notification of award of Contract, the Contractor shall provide all bonds required and execute the formal Contract in proper form.

D. Within fifteen (15) days from the mailing by the District of notification to commence work, the Contractor shall commence work and shall complete the same within the allotted time and in accordance with the Contract Documents.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a Contractor in the State of California where the work is to be done and that his license covers the type of work for which this proposal is made in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

The awarded contractor for this project must possess a current and valid General Engineering (A) Contractor's license issued by the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professions Code of the State of California.

INSURANCE

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

The Contractor at his own expense shall carry public liability insurance which shall not be less
than $2,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily
injury and property damage. The General Public Liability Insurance shall cover the General
Contract and all Subcontractors to the work. The insurance certificate shall include a statement
to the effect that the District shall be notified forty-five (45) days prior to cancellation or
expiration of policy. Workmen's Compensation coverage as required and described by the
State of California.

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

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

The Faithful Performance Bond shall be for 100% the Contract price, to guarantee faithful
performance of all prescribed work within the time allotted, in a manner acceptable to the
District.
Concurrent with executing a Contract with the District, the Contractor shall file with the District
Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible
Corporate Surety, authorized to issue such bonds in the State of California and secured through
the offices of an authorized agent with an office in California. The Contractor shall pay for all
bond premiums, costs and incidentals.

Each bond shall be signed by both the Contractor and Surety, and the signature of the
authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the
Contractor or Surety from their obligations. Notices of such changes or extension shall be
waived by the Surety.

PERMITS AND FEES
The Park District will provide the contractor with the initially required building permit, grading
permit, and encroachment permit for the project if required. The contractor will be responsible
for subsequent permit fees (including plan check fees) from the appropriate public authority(ies).
for acts created by the contractor. These include but are not limited to contractor’s modifications, substitutions and/or corrective modifications required during the course of the work from contractor’s oversight or negligence. The contractor will not be responsible for subsequent plan check and permit fees for modifications requested by the District, District’s Consultants, and plan clarification(s) for oversights by the District’s Consultants.

The Park District will provide an ‘Encroachment Permit’ from City of Simi Valley Public Works and Ventura County Watershed Protection District. It will be the Contractor’s responsibility to abide by the regulations set by both agencies. All incidentals (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal.

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

The contractor will arrange and pay for all meter and connection permits and/or any cost or fees for utilities, including water, sewer, electrical, telephone, storm drain, etc., for this project.

PREVAILING WAGE RATES

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

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

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

Under Labor Code Section 1771.7, a contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code Section 1771.1)

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

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

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

2. In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

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

JOB SITE NOTICES

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

VISITING THE SITE

The undersigned has thoroughly examined the drawings, Project Manual including specifications, addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof.

Bid Proposal 00401 - 8  BIDDER'S INITIALS S S

ADDENDA

This bid includes ADDENDUM NO: __________ Dated: __________

ASSIGNMENT

This Contract shall not be assigned by the Contractor.

TIMELINESS OF PERFORMANCE

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

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

The undersigned states that this is a genuine proposal and neither collusion nor made in the interest of any other person and has not included anyone to submit a sham bid or refrain from bidding.

NAME OF BIDDER UNITED CONSTRUCTION & LANDSCAPE, INC

BY

TITLE PRESIDENT

ADDRESS 9018 Balboa Blvd. Suite 128
Northridge, CA 91325

PHONE NO. 818-988-9750

CONTRACTOR'S LICENSE NO. 960915 EXP. DATE 5/31/17

PRIMARY CLASS A, B

SECONDARY CLASS C-12, C-27

Date 7/26/16

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

Check one: ( ) Owner
( ) Partnership
(✓) Company
(✓) Corporation
( ) Other

END OF DOCUMENT

Bid Proposal 00401 - 10

BIDDER’S INITIALS JT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and Contractors Bonding and Insurance Company as Surety, are hereby held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of Ten percent of the total amount of the bid Dollars ($10%), for the payment of which sum, in lawful money of the United States, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the District, the accompanying bid dated July 26, 2016, attached hereto for the WORK of the Project entitled: Arroyo Simi Greenway Project – Phase Two- Demolition, Grading, Drainage, Asphalt Paving & Amenities in strict accordance with the specifications and drawings on file at the office of the Rancho Simi Recreation and Park District

NOW THEREFORE: If the above burden Principal shall not withdraw said bid within forty-five (45) days after the opening of the same, and, if the Principal is given Notice of Intent to Award Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District in accordance with the Bid as accepted and, when required, give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or

In the event of the withdrawal of said bid within the period specified or the failure specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the Bid Documents accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the Bid Documents.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 22nd day of July, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

United Construction & Landscape, Inc. (Corporate Seal) Principal
By: [Signature] Title: President

Contractors Bonding and Insurance Company (Corporate Seal) Surety
By: [Signature] Title: Matthew J. Coats, Attorney-in-Fact

END OF DOCUMENT

Bid Bond
00411-1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On July 26th, 2016 before me, Alberto Daniel Garcia, Notary Public, personally appeared Indira Jayaraman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bond
Document Date: 7.26.16
Number of Pages: 1
Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)
Signer’s Name: Signer Is Representing: 

□ Corporate Officer — Title(s): 
□ Director □ President □ Secretary □ Treasurer
□ Partner — □ Limited □ General
□ Individual □ Attorney In Fact
□ Trustee □ Guardian or Conservator
□ Other: 

□ Corporate Officer — Title(s): 
□ Director □ President □ Secretary □ Treasurer
□ Individual □ Attorney In Fact
□ Trustee □ Guardian or Conservator
□ Other: 

Signer Is Representing: 

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-300-876-6827) Item #5907
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On JUL 22 2016 before me, Summer L. Reyes, Notary Public

Date

personally appeared Matthew J. Coats

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ___________________________________________ Document Date: ____________________________
Number of Pages: ________ Signer(s) Other Than Named Above: ______________________________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ___________________________________________ Signer’s Name: ___________________________________________

☐ Corporate Officer — Title(s): ___________________________ ☐ Corporate Officer — Title(s): ___________________________
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: ___________________________________________ ☐ Other: ___________________________________________

Signer Is Representing: ___________________________________________ Signer Is Representing: ___________________________________________
POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Linda D. Coats, Matthew J. Coats, Summer Reves, jointly or severally

in the City of Laguna Hills, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge, and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of August, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Vice President

State of Illinois
}
SS

County of Peoria

On this 21st day of August, 2015 before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bocker
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 23rd day of July, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Vice President

0475404020212
A0059115
BID GUARANTEE

(NOTE: The following statement shall be used if other than a bid surety bond accompanies bid).

Accompanying this proposal is a *money order, *certified check, *cashier's check, payable to the order of the Rancho Simi Recreation and Park District in the amount of

_________________________________________ Dollars ($________)

which is ten (10%) percent of the total amount of bid. The proceeds of this check shall become the property of said Rancho Simi Recreation and Park District, if the undersigned fails to execute a Contract and furnish the required bonds within the stipulated time. Otherwise, the check shall be returned to the undersigned.

(*Circle the applicable word.)

Signature

Title

Company

Date

END OF DOCUMENT

Bid Guarantee
00421-1
SUBCONTRACTORS LIST

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

BY: UNITED CONSTRUCTION & LANDSCAPE, INC.
hereinafter called "Bidder"

PROJECT: Arroyo Simi Greenway Project – Phase Two
Demolition, Grading, Drainage, Asphalt Paving & Amenities
Simi Valley, California.

In accordance with Article 17 of Instructions to Bidders, for portions of the Work equaling or exceeding 1/2 of 1 percent of the total proposed Contract Sum, the undersigned proposes to use the following sub-contractors. Except as otherwise approved by the District, the undersigned proposes to perform all other portions of the Work with his own forces.

<table>
<thead>
<tr>
<th>NO.:</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
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<tr>
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<td>Electric</td>
<td>TAFFI Electric 1644 Eastman Ave. Ventura, Ca 93003 Tel: 805-654-7972</td>
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THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: [Signature]

DATE: 2/26/10

END OF DOCUMENT
AFFIRMATIVE ACTION PROGRAM

Contractor/Subcontractor EEO Status Report

In compliance with Chapter IV (commencing with Section 30) to Division I of Part I of Title 5 of the California Administrative Code, the entity for which the Work of the Contract is to be performed is required to take affirmative action to assure Equal Opportunity Employment.

Pursuant to Executive Order 11246, as amended, you are advised that under the provisions of government contracting and in accordance with the Executive Orders, contractors and subcontractors are obligated to take affirmative action in providing equal employment opportunities regardless of race, creed, color, national origin, age, sex, or physical handicap where the latter does not affect one's job performance.

Your commitment to Equal Opportunity Employment is expected to be reflected in the racial and sexual composition of your firm's workforce and a vigorous Affirmative Action Plan shall be undertaken to overcome underutilization.

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID DOCUMENTS, SUBCONTRACTORS WILL FILE IDENTICAL REPORTS WITH CONTRACTOR FOR SUBMISSION WITH THE EXECUTED CONTRACT.

Firm Name: UNITED CONSTRUCTION + LANDSCAPE INC
Street Address: 9018 Balboa Blvd, #128
City: Northridge
State: CA
Zip Code: 91325

Telephone: (818) 919-1923

Number of Employees: 12

This Firm is:

☑ Independently Owned and Operated
☐ An Affiliate
☐ A Subsidiary
☐ A Division:

☑ Small Business  ☐ Large Business

Contractor Has  Contractor Has Not
☑

Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11245.

☑

Filing the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31 prior.

☑


☑

Developed a written Affirmative Action Program.

Affirmative Action Program
00491-1
Contractor’s Equal Employment Opportunity Program has _____ has not √ been subject to a Government Equal Opportunity Compliance Review. If so, when: _______________________.

Contractor acknowledges receipt of the notice to prospective subcontractor or requirement for certification of nonsegregated facilities and certifies (does not certify____) compliance with that requirement.

Signature ___________________________

Title ____________________________

Date 7/26/14

END OF DOCUMENT

Affirmative Action Program
00491-2
THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:       August 4, 2016

TO:         District Manager

From:       Director of Planning and Maintenance

Subject:    Approval of Agreement with Behr-Browers Architects, Inc. for the Design and
            Construction Management Services for the Mae Boyar Recreation Building
            Replacement Project

Background and Overview:

At its meeting on April 9, 2015, the Oak Park Recreation and Park Planning Committee
reviewed and discussed a proposed Mae Boyar Recreation Building Replacement Project based
upon a preliminary conceptual site plan, floor plan, and building elevation plan provided by Park
District staff.

To evaluate the design and assist with the community outreach process, Mr. Derek Ross, then
Chair of the Oak Park Recreation and Park Planning Committee, formed the Mae Boyar
Recreation Building Ad Hoc Committee consisting of Chair Ross and committee members Mike
Paule and James Ebert.

After the Oak Park Recreation and Park Planning Committee meeting on April 9, 2015, the Mae
Boyar Recreation Building Ad Hoc Committee was convened six times to review and discuss
various aspects of the design and implementation of the proposed building. Copies of all six Ad
Hoc Committee meeting minutes are attached to this report for informational purposes. It should
be noted that Mike McReynolds replaced Mike Paule on the Mae Boyar Recreation Building Ad
Hoc Committee and the Oak Park Recreation and Park Planning Committee as the MAC
appointee on December 29, 2015.

At its regular meeting of April 14, 2016, the Oak Park Recreation and Park Planning Committee
was presented with a staff report requesting review and possible approval of a conceptual design
for the proposed Mae Boyar Recreation Building Replacement Project. As a result, the Oak Park
Recreation and Park Planning Committee made a recommendation to the Board of Directors to
proceed with the Mae Boyar Recreation Building Replacement Project based upon the
conceptual 3800 sq. ft. floor plan, modern building style elevation plan, and corresponding site
plan utilizing the eight (8) on-street parking spaces.

Subsequent to the April 14, 2016 Oak Park Recreation and Park Planning Committee meeting,
staff solicited proposals from four architectural firms for the project. Two proposals were
received by the June 28, 2016 submittal deadline. The first proposal was from Behr-Browers
Architects of Westlake Village. The second proposal was from Little Diversified Architectural Consulting of Newport Beach. Both architectural firms have the knowledge, background and experience to perform the required services.

Since both proposals were based on a scope-of-work prepared by Park District staff, the scope-of-services identified in each proposal is relatively the same. One notable difference between the two proposals is the estimated cost to provide these services. Behr Brosers Architects' proposal estimated their total design and construction management cost for this project to be $207,150 (plus reimbursable expenses), while Little Diversified Architectural Consulting estimated their total cost to be $300,000 (plus reimbursable expenses).

At its meeting on July 14, 2016, the Oak Park Recreation and Park Planning Committee was presented with a staff report recommending that Behr-Browsers Architects be selected for the design and construction management services for the Mae Boyar Recreation Building Replacement Project. Both firms are fully capable of providing the plans, specifications, and construction management services needed to design and construct this project. Staff’s recommendation to award a contract to Behr-Browsers Architects was based upon their previous experience working with Park District staff and lower overall cost to provide the work. Committee Member McReynolds moved to recommend to the Board of Directors the retention of Behr-Browsers Architects for the design and construction management services for the Mae Boyar Recreation Building Replacement Project, and requested that staff obtain a price quote to incorporate one of the LEED certifications that may be further considered by the Board of Directors. This motion was seconded by Committee Member Charter and the motion carried unanimously.

LEED, or Leadership in Energy and Environmental Design, is a green building certification program that recognizes the best-in-class strategies and practices. LEED is the only independent third party verification and rating system administered by the Green Building Certification Institute.

To receive a LEED certification, building projects must satisfy prerequisites and earn points to achieve different levels of certification (Certified, Silver, Gold and Platinum). LEED prerequisites, credits, and points allocations differ for each certification level, and the architect (design team) must choose the best combination of credits/points objectives for the project. Typically, LEED certified buildings are resource efficient, use less water and energy than a typical building of similar stature, and reduce greenhouse gas emissions. In addition, environmentally friendly and sustainable building materials are often used in the design and construction of LEED certified buildings.

An E-mail price quote was received from Behr-Browsers Architects on July 25, 2016 for the incorporation of the LEED certification into the project’s scope-of-work. This price quote estimates that the documentation, administration and energy modeling portion of the work for which Behr-Browsers Architects will be under contract will range between $42,000 and $50,000. In addition, there are LEED registration, review, and commissioning consultant fees that will be the responsibility of the Park District. These fees are estimated to range from $13,000 to $17,000.
**Contract Considerations:**

Since the total square footage of the proposed Mae Boyar Recreation Building is relatively small (3800 sq. ft.) and the design and construction management services proposal received from Behr-Bowers Architects totals $207,150, it is staff’s recommendation that the additional aggregate cost to incorporate the LEED certification (ranging from $55,000 to $67,000) should not be awarded based on its comparative cost to the design and construction management services portion of the work and overall economic impact to the project. It should be noted that many of the resource efficiency, water reduction, and energy savings objectives under a LEED certification program can be accomplished by Behr-Bowers Architects under the design and construction management services contract without applying for LEED certification for the project. This includes the use of environmental friendly and sustainable building materials.

Attached to this staff report is a contract agreement with Behr-Bowers Architects for the design and construction management services for the Mae Boyar Recreation Building Replacement Project in the amount of $207,150. This contract agreement has been reviewed and approved by District Legal Counsel. If it is the Board’s desire and direction to add LEED certification to this project, a new contract will be drafted by staff and forwarded to District Legal Counsel for review and approval. For contract purposes, Behr-Bowers Architects has agreed to the lower range estimate of $42,000.00 for the addition of LEED certification to the project. Consulting services in excess of the $42,000 may be required to complete the LEED certification for the project, but these services will not exceed the upper range price quote of $50,000.00.

**Fiscal Impact:**

Adequate funds have been budgeted in the Park District’s *Preliminary FY 2016-17 Budget* in the Oak Park General Fund (Fund 10) to complete this work.

**Board Action Requested:**

1. That the Board approve the agreement with Behr-Bowers Architects for the design and construction management services for the Mae Boyar Recreation Building Replacement Project in the amount of $207,150.00, plus $5,000.00 in reimbursable expenses.

Or:

2. That the Board conceptually approve and authorize an agreement with Behr-Bowers Architects which includes both the base contract of $207,150.00 (plus $5,000.00 in reimbursable expenses) for the design and construction management services for the Mae Boyar Recreation Building Replacement Project and the addition of LEED certification for the project in the amount of $42,000.00. Said agreement to be issued upon review and approval by District Legal Counsel.

Wayne Nakaoka  
Director of Planning and Maintenance
Attachments:

Agreement for Design and Construction Management Services between the Rancho Simi Recreation and Park District and Behr-Bowers Architects, Inc. for the Mae Boyar Recreation Building Replacement Project.

Copy of E-mail from Behr-Bowers Architects for addition of LEED Certification.

Reference Information:
Mae Boyar Ad Hoc Committee Meeting Minutes for May 27, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for October 29, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for November 19, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for December 29, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for February 10, 2016
Mae Boyar Ad Hoc Committee Meeting Minutes for March 11, 2016
Oak Park Recreation and Park Planning Committee Staff Report of April 9, 2015
Oak Park Recreation and Park Planning Committee Staff Report of July 9, 2015
Oak Park Recreation and Park Planning Committee Staff Report of April 14, 2016
Oak Park Recreation and Park Planning Committee Staff Report of July 14, 2016
AGREEMENT FOR DESIGN AND CONSTRUCTION

MANAGEMENT SERVICES BETWEEN RANCHO SIMI

RECREATION AND PARK DISTRICT AND

BEHR-BROWERS ARCHITECTS, INC. FOR THE

MAE BOYAR RECREATION BUILDING

REPLACEMENT PROJECT
AGREEMENT FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND BEHR-BROWERS ARCHITECTS, INC. FOR THE MAE BOYAR RECREATION BUILDING REPLACEMENT PROJECT

This AGREEMENT FOR DESIGN AND CONFIGURATION MANAGEMENT SERVICES ("Agreement") effective as of ____________, 2016 ("Effective Date"), is by and between the Rancho Simi Recreation and Park District ("District") and Behr-Browers Architects, 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/cmu.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
except at Consultant’s own risk until written instructions are received from District.

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.
Section 11. **Consultant's Books and Records.**

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.

Section 12. **Status of Consultant.**

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 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@rsrpd.us

To Consultant: Behr-Browsers Architects, Inc.
340 N. Westlake Blvd., Suite 250
Westlake Village, CA 91362
Attention: Michael Browsers, AIA, Principal

Telephone No.: 805-496-1101
Fax: 805-494-1421
Email: mbrowsers@behrbrowsers.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.


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: BEHR-BROWSERS ARCHITECTS, INC.

By __________________________________
    Michael Browers, AIA, Principal
EXHIBIT A

SCOPE OF SERVICES
EXHIBIT A

MAE BOYAR PARK
Mae Boyar Recreation Building Replacement Project
Scope-of-Services

1. **PROJECT DESCRIPTION and BASIS FOR BASIC SERVICES**

   Professional Services as specified in Basic Services herein are based on the following:

1.1. The scope of Basic Services is for the development of the design, entitlement processing, preparation of construction documents and construction administration for a one story, approximately 3,800 square foot recreation building to replace an existing recreation center located in the park at 130 Kanan Road in Oak Park, California.

1.2. The project is located in an unincorporated part of Ventura County, and as such, the County of Ventura will have jurisdiction over entitlements, permitting and approvals. It is assumed that the project will require a Conditional Use Permit for entitlement approval.

1.3. The scope of Basic Services herein is based on the Site Plan Concept Drawing No. 1 as prepared by the Client, and assumes that the general layout of the building and site will be substantially as illustrated in that drawing. It is assumed that the scope of work is limited to the building pad, parking areas and connecting walkways. No other areas of the park are included.

1.4. The scope of Basic Services herein assumes the Client will provide the following:

   1.4.1. All programatic data and information for the project.
   1.4.2. A detailed survey showing all property boundaries, topography, easements, existing structures, on and off site utilities, significant trees, site features, adjacent roads and other public rights of way, etc. as required for the project.
   1.4.3. County as-built utilities plans.
   1.4.4. Soils report including infiltration testing.
   1.4.5. Oak/significant tree report.
   1.4.6. Traffic report (if required).
   1.4.7. Landscape architect.

1.5. Consultants provided under Basic Services herein are limited to civil, structural, mechanical, electrical & plumbing engineers, as well specifications consultants and construction budget estimator (Phase 1 only).

1.6. Consultants not provided under Basic Services herein, but required to complete the work, shall be provided by the Client. These include, but are not limited to, survey, soils
and geology testing, infiltration testing, oak/significant tree consultant, landscape architect, etc.

1.7. The scope of Basic Services herein assumes new electrical service and a new fire water line will be required, and that those utilities are readily available in the street. (NOTE: Fire sprinklers will be required in this new building. As they currently do not exist in the existing building, a new fire water line will need to be brought from the street to the building pad.) All other utilities are assumed to be available on site adjacent to the building pad in sufficient capacity to provide required services to the new building including, but not limited to, water, sewer, gas, telephone, etc.

1.8. The scope of Basic Services herein includes site lighting for the parking lot and walkways between the building and parking area.

1.9. As Phase 1 will not include the services of any engineers or consultants, the preliminary construction estimate required for Phase 1 work will be a magnitude of cost only based primarily on costs per square foot for similar type of projects. As such, the accuracy of the estimate will be limited and will likely not reflect the final actual construction budget required for the project.

1.10. The scope of Basic Services herein assumes the Client will pay all entitlement processing and permit fees required for the project and, if required, will provide for the preparation of any radius maps, property owners lists or other exhibits that may be required for entitlement processing and not otherwise provided in Basic Services herein.

1.11. The scope of Basic Services herein assumes the Client will provide all bidding services including the preparation of all bid documents, bid forms, instructions to bidders and any other documents required for bidding.

1.12. The scope of Basic Services herein assumes this project will not seek any Leadership in Energy & Environmental Design (LEED) services. As such, any services related to the design and/or preparation of any documents related to LEED are not included in the scope of Basic Services herein.

2. **BASIC SERVICES**

The following is a summary of the proposed Basic Services:

PHASE 1-MASTERPLAN & CONCEPTUAL BUILDING DESIGN:

2.1. **RESEARCH & DATA ACQUISITION:**
   2.1.1. Make one visit to the project site to review the existing site conditions and take photographs of the existing site.

   2.1.2. Review County zoning requirements including permitted uses, density limitations, setbacks, building height restrictions, parking requirements, landscape area requirements, design guidelines, etc.

2.2. **DEVELOPMENT OF COMPUTER GENERATED BASE DRAWINGS:**
   2.2.1. Review and evaluate as-built site survey documentation as provided by the
Client. The site survey shall contain, at a minimum, property boundaries, topography, easements, existing structures, utilities, significant trees, site features, adjacent roads and other public rights of way, etc.

2.2.2. Based on the site survey as provided by the Client and/or the Client’s civil engineer in a usable electronic format, prepare a computer generated site model of the existing site for use as a base model for the development of the conceptual computer generated building models.

2.3. CONCEPTUAL DESIGN:

2.3.1. Based on the Project Description and Basis for Basic Services, along with the base documents prepared herein, develop one conceptual design for the proposed building along with a conceptual parking layout.

2.3.2. Prepare the following architectural documents for submittal to the Client for review and approval:

2.3.2.1. Conceptual site plan (in color).
2.3.2.2. Conceptual floor plan.
2.3.2.3. Conceptual exterior building elevations (in color).
2.3.2.4 2 computer generated conceptual exterior images of the proposed building.

2.3.3. Attend a maximum of 3 meetings with the Park District to present the project for approval to the Oak Park Committee and Park District Board of Directors.

2.3.4. Make one set of minor modifications to the conceptual design and conceptual design documents base on input from the Park District, Oak Park Committee and/or Park District Board of Directors.

2.3.5. Develop one conceptual construction estimate based on costs per square foot for similar type of projects.

PHASE 2-SCHMATIC DESIGN & ENTITLEMENTS:

2.4. SCHEMATIC DESIGN & PREPARATION of ENTITLEMENT DOCUMENTS:

2.4.1. Attend one meeting with County staff to determine CUP submittal requirements based on the approved conceptual design developed in Phase 1.

2.4.2. Based on the Project Description and Basis for Basic Services, along with the approved conceptual design developed in Phase 1, work with the Client and engineering consultants to refine the design as follows:

2.4.2.1. Work with the structural engineer as provided herein to develop the basic structural system of the building including identifying major structural components.

2.4.2.2. Work with the mechanical & plumbing engineer as provided herein to develop the basic HVAC system for the building including identifying
major equipment sizes and locations, as well as the sizes and locations of major plumbing utility points of connection and location and size of a required fire riser room.

2.4.2.3. Work with the electrical engineer as provided herein to identify electrical loads, preliminary transformer sizes and locations, and electrical room size, coordinate new electrical service requirements with SCE, layout exterior parking and walkway lights and provide photometry’s for proposed exterior lighting as required by the County for entitlement submittal.

2.4.2.4. Work with the civil engineer as provided herein to develop the preliminary grading and paving for the site, including parking, disabled paths of travel, storm water retention, hydrology, existing and proposed utilities, etc. as required by the County for the entitlement submittal.

2.4.3. Develop entitlement drawings to provide the following REQUIRED architectural documents for CUP submittal to the County:

2.4.3.1. Detailed architectural site plan showing all parking areas, driveways, landscaped areas, loading areas, site lighting, monument signs, and building footprint, etc.

2.4.3.2. Floor plans of existing and proposed floor layouts illustrating existing and new proposed area.

2.4.3.3. Detailed exterior building elevations of all sides of the building showing all existing and proposed architectural design improvements including architectural features, materials, colors, signage and graphics, etc.

2.4.3.4. Project data summary, including parking summary (based on information provided by the civil engineer provided by the Client).

2.4.3.5. Materials and colors board.

2.4.4. Coordinate with the Client’s landscape consultant is his development of landscape, irrigation and paving plans based on site plans developed by the civil engineer.

2.4.5. Provide preliminary consultant engineering input for use in the development of the design. No consultant drawings will be provided as a part of this phase of the work, however, initial engineering systems will be developed. Consultants include the following:

2.4.5.1. Structural engineer.
2.4.5.2. Mechanical engineer.
2.4.5.3. Electrical engineer.
2.4.5.4. Civil Engineer.
2.5. ENTITLEMENT PROCESSING:
2.5.1. Assist the Client in the preparation of the CUP application and environmental assessment form.

2.5.2. Provide the Client with project data as required for the Client to complete any other entitlement application forms.

2.5.3. Attend a maximum of 4 meetings including 2 with the Park District and 2 with County staff.

2.5.4. If required by the County, make one set of minor modifications to the schematic design and entitlement documents.

2.5.5. If required by the County, make more than one set of minor modifications to the schematic design and schematic design documents.

2.5.6. Assist the Client in determining appropriate views for use in the preparation of any computer generated model or associated renderings that may be required by the County or the Client for marketing.

2.5.7. Prepare one Powerpoint presentation for use in presenting the project to the County Planning Commission.

2.5.8. Attend one Planning Commission hearing.

PHASE 3 - CONSTRUCTION DOCUMENTS:

2.6. ARCHITECTURAL CONSTRUCTION DOCUMENTS:

2.6.1. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1., along with the Design developed herein, prepare one set of architectural construction documents.

2.6.2. Coordinate with the civil, structural, mechanical, electrical and plumbing engineers in their preparation of engineering construction documents as provided for in Basic Services herein.

2.6.3. Coordinate with the specifications consultants in their preparation of architectural and hardware specifications as provided for in Basic Services herein.

2.6.4. Coordinate the interface of the work with the Client's consultants including, but not limited to, the landscape architect.

2.6.5. Coordinate the submittal of architectural, structural, mechanical, electrical and plumbing construction documents to the County Building Department & Fire Department for plan check.
2.6.6. Coordinate the submittal of civil engineering construction documents to the County Public Works for plan check.

2.6.7. Make plan check corrections generated by the County Building Department, Fire Department & Public Works Department.

2.7. CONSULTANT ENGINEERING & CONSTRUCTION DOCUMENTS:

STRUCTURAL ENGINEERING:
2.7.1. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1., along with the Design developed herein, provide structural design and preparation of structural construction documents for the building.

2.7.2. Respond to Building Department and Fire Department plan check corrections.

MECHANICAL ENGINEERING:
2.7.3. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1., along with the Design developed herein, provide mechanical design and preparation of mechanical construction documents for the building.

2.7.4. Respond to City plan check corrections.

ELECTRICAL ENGINEERING:
2.7.5. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1., along with the Design developed herein, provide electrical design and preparation of electrical construction documents for the building. Services include site lighting design.

2.7.6. Respond to Building Department and Fire Department plan check corrections.

PLUMBING ENGINEERING:
2.7.7. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1., along with the Design developed herein, provide plumbing design and preparation of plumbing construction documents for the building. Fire sprinklers are assumed to be provided by the contractor on a design-build basis. As such, services related to fire sprinklers are limited to providing a performance specification only.

2.7.8. Respond to Building Department and Fire Department plan check corrections.

SPECIFICATIONS:
2.7.9. Prepare one set of architectural, structural, mechanical, electrical and plumbing specifications.

2.7.10. Prepare one set of hardware specifications.
CIVIL ENGINEER:
2.7.11. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1., along with the Design developed herein, provide civil site design construction documents including grading, drainage, storm water mitigation, site signing and striping, fire water, and domestic water and sanitary sewer.

2.7.12. Respond to Public Works plan check corrections.

2.8. BIDDING & NEGOTIATIONS:
2.8.1. Cooperate with the Client and/or Client's contractor(s) in providing copies of construction documents for bidding.

2.8.2. Responding to contractor Requests for Information (RFI's) during bidding.

2.8.3. Assist the Client in the review of bids.

PHASE 4-SERVICES DURING CONSTRUCTION:

2.9. ARCHITECTURAL SERVICES DURING CONSTRUCTION:
2.9.1. Make one review of each shop drawing required by the Specifications.

2.9.2. For a period not to exceed the Duration of Services During Construction as specified herein (maximum of 6 calendar months), respond to written and reasonable contractor Requests for Information regarding questions on design intent and/or clarifications to items not specifically or clearly identifiable or understandable, or readily inferable on the Construction Documents prepared under Basic Services herein.

2.9.3. If requested by the Client, review monthly contractor pay requests to confirm approximate percentage of construction work completed. (No review or accounting of any costs or other information or documentation is included). Note: A site visit will be required to verify each pay request. Said site visits shall be compensated as specified herein for site visits.

2.9.4. Make a maximum of 24 architectural site visits during construction as required and/or requested by the Client or contractor to review the structural progress of the work.

2.10. CONSULTANT SERVICES DURING CONSTRUCTION:

STRUCTURAL ENGINEERING:
2.10.1. Make one review of each structural shop drawing required by the Specifications.

2.10.2. For a period not to exceed the Duration of Services During Construction as specified herein (maximum of 6 calendar months), respond to written and reasonable contractor Requests for Information regarding questions on design intent and/or clarifications to items not specifically or clearly identifiable or understandable, or readily inferable on the Construction Documents prepared under Basic Services herein.
2.10.3. Make a maximum of 2 structural engineering visits to the site during construction as required and/or requested by the Client or contractor to review the structural progress of the work.

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING (MEP):
2.10.4. Make one review of each MEP shop drawing required by the Specifications.

2.10.5. For a period not to exceed the Duration of Services During Construction as specified herein (maximum of 6 calendar months), respond to written and reasonable contractor Requests for Information regarding questions on design intent and/or clarifications to items not specifically or clearly identifiable or understandable, or readily inferable on the Construction Documents prepared under Basic Services herein.

2.10.6. Make a maximum of 2 MEP engineering visits to the site during construction as required and/or requested by the Client or contractor to review the structural progress of the work.

CIVIL ENGINEERING:
2.10.7. Make one review of each civil shop drawing required by the Specifications.

2.10.8. For a period not to exceed the Duration of Services During Construction as specified herein (maximum of 6 calendar months), respond to written and reasonable contractor Requests for Information regarding questions on design intent and/or clarifications to items not specifically or clearly identifiable or understandable, or readily inferable on the Construction Documents prepared under Basic Services herein.

2.10.9. Make a maximum of 4 civil engineering visits to the site during construction as required and/or requested by the Client or contractor to review the structural progress of the work.

3. CHANGES IN SERVICES:

3.1. Verification of any as built conditions and/or preparation of any as built documentation.
3.2. Making any changes required due to inaccurate and/or incomplete information provided by the Client and/or the Client's consultants.
3.3. Making any Client requested changes to previously approved designs and/or documents.
3.4. Providing any services required by, or resulting from, changes to the Project Description and Basis for Basic Services as specified herein. Said services include, but are not limited to, research, studies, evaluation of alternatives, modifications to designs, development of new designs, modification of existing documents, preparation of new documentation, attendance at meetings, etc.
3.5. Making any changes due to Client direction to proceed with anything that deviates from Local, State or Federal Zoning Ordinances or Building Codes including, but not limited to, anything that may require a variance, modification, adjustment, interpretation, or any other deviation to written Zoning Ordinances and/or Building Codes.
3.6. Making any changes to comply with government agency policy, interpretation or other requirements not specifically stated in the local, state or federal Zoning Ordinances and Building Codes.

3.7. Making any changes due to the enactment and/or revisions to codes, laws, ordinances, and/or regulations after the preparation of documents prepared under 2.0 Basic Services.

3.8. Providing any renderings or other exhibits not specified in Basic Services herein.

3.9. Providing any services related to the development and/or documentation of signage and graphics.

3.10. Providing any consultant services other than those specified in 2.0 Basic Services herein.

3.11. Processing the construction documents through any agencies other than the Building Department, Fire Department and Public Works.

3.12. Make plan check corrections generated by agencies other than Building Department, Fire Department & Public Works.

3.13. Providing any services related to obtaining approvals from agencies other than the Building Department, Fire Department & Public Works including, but not limited to, the processing of any required sign-offs or other approvals from agencies other than the Building Department, Fire Department and Public Works.

3.14. Providing any services related to government agency processing of any documents prepared by consultants not contracted directly with Behr Browsers Architects, Inc.

3.15. Providing any services related to Leadership in Energy & Environmental Design (LEED).

3.16. Providing any construction related services including, but not limited to, responding to written contractor Requests for Information review of submittals, attendance at meetings, or any other services provided after the Duration of Construction Services period (6 months).

3.17. Providing any services related to contractor Requests for Information (RFI) regarding items specifically shown or otherwise clearly identifiable or reasonably inferable in the construction documents including, but not limited to, coordination with consultants, preparation of responses to RFI’s, attendance at meetings, making site visits, participating in telephone conferences, or other related services.

3.18. Providing any services related to Contractor and/or Client requests for deviations to the construction documents including, but not limited to, coordination with consultants, responding to written Requests for Information, attendance at meetings, making site visits, participating in telephone conferences, or other services related to Contractor and/or Contractor deviations to the construction documents.

3.19. Providing any services related to written contractor Requests for Information regarding questions arising out of unknown or unexpected field conditions during construction including, but not limited to, conditions resulting from the construction not being in compliance with the construction documents. Said services include, but are not limited to, coordination with consultants, preparation of responses to RFI’s, attendance at meetings, making site visits, participating in telephone conferences, or other related services.

3.20. Making more than one review of each required shop drawing, making reviews of shop drawings not submitted in accordance with the requirements of the construction documents, or making reviews of shop drawings not required by the Specifications.
3.21. Providing any services related to the review and/or coordination of Substitution Requests including, but not limited to, coordination with consultants, preparation of documentation, attendance at meetings, making site visits, participating in telephone conferences, or other related services.
3.22. Providing any services related to value engineering.
3.23. Providing any services in connection with the work of a construction manager.
3.24. Providing any services related to any Client generated changes during construction.
3.25. Providing any services related to any Contractor generated changes during construction other than as provided in Basic Services herein.
3.26. Providing any services related to the contractor’s failure to perform in accordance with the Construction Documents.
3.27. Making more than 24 architectural site visits during construction.
3.28. Making more than 4 structural engineer site visits during construction.
3.29. Making more than 2 MEP engineer site visits during construction.
3.30. Making more than 4 civil engineer site visits during construction.
3.31. Preparation of any punch lists.
3.32. Providing any as-built or record documents or other work related to built work construction.
3.33. Attendance at more meetings than specified in Basic Services.
3.34. Providing any other services not specified in Basic Services.

4. **COMPENSATION:**

4.1. FEE FOR BASIC SERVICES:

Total compensation for Basic Services is proposed as follows plus Reimbursable Expenses as specified herein:

**PHASE 1-MASTERPLAN & CONCEPTUAL BUILDING DESIGN:**

**RESEARCH & DATA ACQUISITION:**
- Paragraph 2.1.1 thru 2.1.2: $1,200.00 plus Reimbursable Expenses.

**DEVELOPMENT of COMPUTER GENERATED BASE DRAWINGS:**
- Paragraph 2.2.1 thru 2.2.2: $2,500.00 plus Reimbursable Expenses.

**CONCEPTUAL DESIGN:**
- Paragraph 2.3.1 thru 2.3.4: $12,500.00 plus Reimbursable Expenses.
- Paragraph 2.3.5: $3,500.00 plus Reimbursable Expenses.

**PHASE 2-SCHEMATIC DESIGN & ENTITLEMENTS:**

**SCHEMATIC DESIGN & PREPARATION of ENTITLEMENT DOCUMENTS:**
- Paragraph 2.4.1 thru 2.4.4: $20,000.00 plus Reimbursable Expenses.
- Paragraph 2.4.5.1 (Structural): $750.00 plus Reimbursable Expenses.
- Paragraph 2.4.5.1 (Mechanical): $2,500.00 plus Reimbursable Expenses.
- Paragraph 2.4.5.1 (Electrical): Included under Mechanical.
- Paragraph 2.4.5.1 (Civil): $8,000.00 plus Reimbursable Expenses.

**ENTITLEMENT PROCESSING:**
- Paragraph 2.5.1 thru 2.5.8: $9,500.00 plus Reimbursable Expenses.
PHASE 3-CONSTRUCTION DOCUMENTS:
ARCHITECTURAL CONSTRUCTION DOCUMENTS:
• Paragraph 2.6.1 thru 2.6.7: $63,000.00 plus Reimbursable Expenses

CONSULTANT ENGINEERING & CONSTRUCTION DOCUMENTS:

STRUCTURAL ENGINEER:
• Paragraph 2.7.1 thru 2.7.2: $6,000.00 plus Reimbursable Expenses

MECHANICAL ENGINEER:
• Paragraph 2.7.3 thru 2.7.4: $19,100.00 plus Reimbursable Expenses.

ELECTRICAL ENGINEER:
• Paragraph 2.7.5 thru 2.7.6 Included under Mechanical Engineering.

PLUMBING ENGINEER:
• Paragraph 2.7.7 thru 2.7.8: Included under Mechanical Engineering.

SPECIFICATIONS:
• Paragraph 2.7.9: $7,000.00 plus Reimbursable Expenses.
• Paragraph 2.7.10: $2,500.00 plus Reimbursable Expenses.

CIVIL ENGINEER:
• Paragraph 2.7.11 thru 2.7.12: $12,150.00 plus Reimbursable Expenses.

BIDDING & NEGOTIATIONS:
• Paragraph 2.8.1 THRU 2.8.3: Included under Architectural.

PHASE 4-SERVICES DURING CONSTRUCTION:
ARCHITECTURAL CONSTRUCTION ADMINISTRATION:
• Paragraph 2.9.1 thru 2.9.3: $9,000.00 plus Reimbursable Expenses.
• Paragraph 2.9.4: $19,200.00 plus Reimbursable Expenses.

CONSULTANT CONSTRUCTION ADMINISTRATION:
STRUCTURAL ENGINEER:
• Paragraph 2.10.1 thru 2.10.2: $750.00 plus Reimbursable Expenses.
• Paragraph 2.10.3: $800.00 plus Reimbursable Expenses.

MEP ENGINEER:
• Paragraph 2.10.4 thru 2.10.5: $2,400.00 plus Reimbursable Expenses.
• Paragraph 2.10.6: $2,400.00 plus Reimbursable Expenses.

CIVIL ENGINEER:
• Paragraph 2.10.7 thru 2.10.8: $1,500.00 plus Reimbursable Expenses.
• Paragraph 2.10.9: $900.00 plus Reimbursable Expenses.
4.2. FEE FOR CHANGES IN SERVICES:
The Client agrees to pay Behr Browsers Architects, Inc., as compensation for Changes in Services rendered, on an Hourly or Fixed Fee basis, plus Reimbursable Expenses as appropriate and as authorized by the Client in writing.
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: Michael Browers, AIA, Principal, Behr-Browers Architects, Inc.

2. Total compensation under this Agreement, including reimbursement for actual expenses, shall not exceed $207,150 plus an additional $5000 (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”, Behr-Browers Architects, Inc. Professional Fee Schedule – Effective June 21, 2016.
EXHIBIT BB

MAE BOYAR PARK
Mae Boyar Recreation Building Replacement Project
Behr-Browers Architects – Profession Fee Schedule – June 21, 2016

1.0. HOURLY RATES:
Principal: $350.00/Hour
Design/Project Director: $250.00/Hour
Associate Architect: $200.00/Hour
Project Manager: $175.00/Hour
Interior Design Manager: $150.00/Hour
Senior Designer/Draftsperson: $150.00/Hour
Intermediate Designer /Draftsperson: $130.00/Hour
Junior Designer /Draftsperson: $100.00/Hour
Clerical/Technical Writer: $75.00/Hour
Specialty Principal Services: $450.00/Hour
  • City Processing Consultation
  • Design Review Consultation
  • Expert Witness
  • Public Presentations
LEED Consultation: $350.00/Hour

The above rates are valid during normal business hours only (Monday thru Friday, 7:00 AM thru 6:00 PM Pacific Time, excluding holidays). Any work performed outside of normal business hours shall be billed as premium time. Premium time work, if required, will be quoted separately. Public presentations include formal presentations to government organizations and agencies (including, but not limited to, Planning Commission and City Council hearings), business organizations, homeowners organizations, and other groups of 6 or more people.

The hourly rates specified herein shall be valid for a period of one year from the date of this Authorization for Professional Services, after which the hourly rates shall be adjusted, and shall be adjusted on an annual basis thereafter for the duration of this Authorization for Professional Services. Hourly rate adjustments shall not exceed a maximum of 10% each year.

1.1. TRAVEL RATES:
Travel outside the greater Los Angeles & Ventura County Areas shall be quoted separately.
1.2. REIMBURSABLE EXPENSES:
Compensation for Reimbursable Expenses is in addition to compensation for Basic Services and Additional Services, and shall be as follows:

1.2.1. REPRODUCTIONS:
All printing, plotting and reprographics by outside firms at invoice cost plus 20%. In house reproductions at the following rates:

- Black & White prints on standard paper at 8 1/2 x 11 @ $1.00/Sheet, 8 1/2 x 14 @ $1.50/Sheet, 11 x 17 @ $2.00/Sheet.

- Black & White photo-copies on standard paper at $0.25 per sheet (8 1/2 x 11, 8 1/2 x 14 and 11 x 17).

- Color Reproductions on any paper and Black & White Reproductions on glossy paper or heavy weight bond: 8 1/2 x 11 @ $17.50/Sheet, 8 1/2 x 14 @ $20.00/Sheet, 11 x 17 @ $25.00/Sheet, 13 x 19 to 15 x 21 @ $35.00/Sheet, 24 x 36 to 30 x 42 @ $50.00/Sheet.

- Black & White photo copying at $0.25 per sheet (8 1/2 x 11, 8 1/2 x 14 and 11 x 17).

1.2.2. SPECIAL EXHIBITS:
Renderings, photo simulations, graphics, marketing materials and other special exhibits shall be quoted separately.

1.2.3. ELECTRONIC MEDIA:
All electronic files at $50 per DVD for each original DVD. Additional copies (identical DVD’s) at $10 per additional copy.

1.2.4. COMMUNICATIONS:
Long-distance telephone calls (outside Los Angeles and Ventura Counties), special postage (express mail, registered mail, etc.) and delivery services (Federal Express, California Overnight, etc.) at invoice cost plus 20%.

1.2.5. TRAVEL:
Travel by automobile at $.60 per mile. Air or other modes of transportation as well as food, lodging or other related and necessary expenses (outside Los Angeles and Ventura Counties) shall be reimbursed at invoice cost plus 20%. Air travel over 1,000 miles for Principals shall be via First/Business Class.

1.2.6. CONSULTANTS:
Services and expenses paid by Behr Browers Architects, Inc. at invoice cost plus 20%. Services and expenses paid directly by the Client at invoice cost.
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.
COPY OF E-MAIL FROM BEHR-BROWERS

ARCHITECTS, INC. FOR ADDITION OF

LEED CERTIFICATION
Hi Wayne,

To follow up on our conversation last week about an estimate to add services related to possibly obtaining basic LEED Certification for the proposed project, we have the following initial fee information for your consideration.

**LEED registration & review fees (these are Agency fees)**
+$3,000 - $4,000

**BBA Documentation & Administration**
+$35,000-$40,000

**Energy Modeling**
+$7,000-$10,000

**LEED Commissioning consultant (hired by owner directly)**
+$10,000
+$3,000 for enhanced commissioning

At this time it is uncertain as to whether or not we would ultimately need MEP, civil or other consultants for any LEED calculations, exhibits or reports that may be needed to gain LEED Certification, and if we do, what would be the extent of their scope of work. Having said that, I have included estimates for MEP and civil, however, they will need to be confirmed once the scope of work is better defined. No other consultants are included.

Also, I attached the LEED credit list for your reference (not every credit will be pursued, but some investigation will be needed to determine which ones will be pursued).

I hope this is helpful. Please give me a call to discuss what additional information you may need for your presentation.

Thanks.

Michael
LEED for New Construction and Major Renovations (v4)

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**Location & Transportation**

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**Total**

110
Copy of:

Mae Boyar Building Ad Hoc Committee
Meeting Minutes

For:

1. May 27, 2015
2. October 29, 2015
3. November 19, 2015
4. December 29, 2015
5. February 10, 2016
MAE BOYAR BUILDING PROJECT
PUBLIC FEEDBACK AND QUESTIONS RECEIVED

AD HOC MEETING MAY 27, 2015

Don’t cut trees down
Consider two story building to keep footprint the same
Retain landscape buffer for parking lot
Don’t tear down building during 50th anniversary
Include history wall in new building
Keep park name the same
Reflect heritage of building, not community center design
Retain angle of building to Kanan
Don’t expand parking
Consider parking lot at end of Satinwood
Relocate tennis courts
RANCHO SIMI RECREATION AND PARK DISTRICT

MAE BOYAR BUILDING AD HOC COMMITTEE

OAK PARK COMMUNITY CENTER & GARDENS
1000 NORTH KANAN ROAD, OAK PARK, CA

THURSDAY, OCTOBER 29, 2015, 4:30 PM

MINUTES

I. Call to Order – the meeting was called to order at 4:30 pm by Committee Chair Derek Ross with Committee members Ebert and Paule in attendance and staff members Peace, Peterson and Nakaoka in attendance. Resident Carolyn Cass-Barton arrived a few minutes after the meeting started.

II. Public Discussion – Carolyn Cass-Barton expressed her strong interest in the Mae Boyar Park building replacement project and requested notification of future meetings.

III. Review and Discussion Regarding Existing and Potential Uses of Mae Boyar Building – District staff reviewed existing uses of the Mae Boyar building and discussed the need for a larger building capable of handling the District’s After School Club at that location. That program currently operates out of a combination of the Mae Boyar Park building and a portable building on the adjacent school campus. Staff and the Committee also discussed the public demand for rentable District facilities, the potential to expand recreation programming with a larger building, and the possibility of constructing a two story building with a usable meeting space located on the second floor. Staff also stated that the sale of the District’s office location in Simi Valley would result in net proceeds that may eliminate the need to borrow to construct the next Mae Boyar building.

IV. Site Visits – those present (including Carolyn Cass-Barton) then carpooled to the following sites in the following order and toured each location while discussing the various attributes of each facility; Juan Bautista de Anza Park at 3701 Lost Hills Road in Calabasas, Agoura Hills/Calabasas Community Center at 27040 Malibu Hills Road in Calabasas, and Agoura Hills Recreation and Event Center at 29900 Ladyface Court in Agoura Hills. Photos of the facilities toured are posted on the District’s website: www.rspd.org – click on Administration tab, then click on Oak Park Committee link, then click on Mae Boyar Ad Hoc Committee link.

V. Adjourn meeting – the tours concluded and the meeting adjourned at about 6:40 pm.

Larry Peterson
District Manager
I. Call to Order – the meeting was called to order at 2:35 pm by Committee Chair Derek Ross with Committee member Ebert in attendance, and staff members Lemmo, Peace, Peterson and Nakaoka, OPUSD staff members Martin Klauss and Julie Suarez, and resident guest Carolyn Cass-Barton in attendance.

II. Public Discussion – Carolyn suggested consideration be given to the craftsmen bungalow style made popular by architects Greene and Greene for the new building design, similar to the style of the Agoura Library.

III. Tour Mae Boyar Park and Building – District staff explained that it had previously contracted for a topographical survey of Mae Boyar Park, as that information will be necessary for the building design process. The aerial image and elevations graphic were received by the District shortly before this meeting, and presented to those in attendance. Staff also provided a reminder of the size of the current building, and reviewed the potential size of any new building and the associated parking space requirements set forth in the County’s Non-Coastal Zoning Ordinance. Those present then walked the perimeter of the park.

IV. Discuss Parking and Building Attributes – A discussion of these items occurred during the tour of the park from three primary vantage points. The School District staff asked questions, provided some input, and expressed a willingness to explore possible School uses of the building during the morning and days. School District staff also expressed a willingness to further review and comment on any District design or facility sharing ideas.

V. Discuss Obtaining Additional Public and School District Input – Staff distributed a draft survey and reviewed the questions listed. A discussion occurred of how best to obtain resident input with a consensus that the District should finalize the survey and e-mail it to the District’s database of Oak Park residents.
VI. Adjourn meeting – the meeting adjourned at 3:40 pm.

[Signature]

Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

MAE BOYAR BUILDING AD HOC COMMITTEE

OAK PARK COMMUNITY CENTER AND GARDENS
1000 NORTH KANAN ROAD, OAK PARK, CA

TUESDAY, DECEMBER 29, 2015, 4:30 PM

AGENDA

I. Call to Order - the meeting was called to order at 4:30 pm by Committee Chair Derek Ross with Committee members Ebert and McReynolds in attendance, staff members Peterson and Nakaoka in attendance, and resident guests Carolyn Cass-Barton, Mr. and Mrs. McDonald and Mr. and Mrs. Wasserman in attendance.

II. Public Discussion – the guests present asked questions about the building replacement process, design, feedback, and survey and expressed concerns that an increase in the size of the building or an increase in the use of the building would increase traffic and noise to unacceptable levels to the neighbors of the park. Staff and Committee Members provided information about the process and feedback received and answered the various questions that were posed.

III. Review and Discussion of Survey Results – the Committee reviewed and discussed the various survey responses.

IV. Receive and Discuss Additional Committee Member Input – Committee members reflected on the feedback received and the subject of the next meeting and expressed concurrence that the next meeting would be the appropriate opportunity for them to provide additional input on what factors and attributes they think should be considered by staff as it drafts the next design concept thereafter.

V. Adjourn meeting – the meeting adjourned at 6:40 pm.

[Signature]
Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

MAE BOYAR BUILDING AD HOC COMMITTEE

MAE BOYAR PARK
130 KANAN ROAD, OAK PARK, CA

WEDNESDAY, FEBRUARY 10, 2016, 6:30 PM

AGENDA

I. Call to Order – the meeting was called to order at 6:34 pm by Committee Chair Ross, with Committee Members Ebert and McReynolds, staff members Lemmo, Nakaoka, Peace and Peterson, Board Member Hostetler and resident guests John Deluca and Barbara DiMinico in attendance.

II. Public Discussion – Mr. Deluca stated that he is ok with a larger parking lot, that the trees are important but that the building should not be scaled back because of them, and that he does not want the Mae Boyar building to serve as a second community center. Ms. DiMinico stated that she would like the new building to look similar to the existing building, and that she believed the building size should not be increased.

III. Review and Discussion Regarding Current and Future Building Uses and Feedback Received Regarding Building Replacement – staff member Nakaoka presented an overview of the existing building uses and attributes, and presented a handout indicating parking, occupancy and square footage alternatives. The existing building size is 2075 square feet. This is broken down by the assembly area of 1300 square feet, and the accessory area (kitchen, restrooms, storage) of 775 square feet. The modular building being utilized for the After School Club program being operated on the school campus is approximately 980 square feet, the storage container in front of the Mae Boyar building is approximately 160 square feet and the storage area connected to the south end of the Mae Boyar building is approximately 150 square feet. The total square footage being utilized by the Park District for Mae Boyar programming is 3365 square feet. There are approximately 120 children enrolled in the After School Club. The existing parking lot can accommodate 31 vehicles.

IV. Additional Committee Member Input in Regards to Next Draft Concept – the Committee Members reviewed each item on the summary of feedback received and expressed their concurrence with the majority of feedback received, including preservation of the trees if possible, retention of the parking lot landscape buffer, keeping the building one story with an operable partition, incorporating technology where possible, and making it capable of
accommodating current and future recreational and rental uses for the benefit of the residents. The Committee Members expressed agreement that the next concept drawing should reflect a total of 3800 square feet, which would include 1612 square feet of accessory space and 2188 square feet of assembly space. The Committee Members also expressed support for moving the building southwest a bit to create a larger public space to the north east of the building as that side of the building could then have large sliding glass doors that can be opened to that area to increase the building functionality.

Committee Member Ebert suggested the District consider a local architect with familiarity of the Oak Park area. He also stated he met with Carolyn Cass-Barton and that she expressed her opinion that the new building could be a little bigger, that the parking lot could be modified, that she preferred the diagonal orientation of the building and that the building should be moved to the south west to create more usable space on the other north east side of the building.

Committee Chair Ross suggested the School District would likely be willing to work with the Park District on parking capacity expansion and also could benefit from some building uses, and asked if the District would consider electric charging stations.

Committee Member McReynolds expressed his support for rustic or modern style, accommodation of the after school club program, with room to grow for evening programs, outdoor barbeque areas, expressed his support for the Park District staff to work with the School District staff on space allocation, and requested additional next renderings to also show the building parallel to Conifer and parallel to Kanan.

Staff received the input and instruction to develop the next concept rendering(s) for presentation at the next Ad Hoc Committee meeting with the goal of preparing a concept that can be reviewed by the Oak Park Committee at its meeting on April 14, 2016.

V. Adjourn meeting – the meeting was adjourned at 8:06 pm.

[Signature]
Larry Peterson
District Manager
Call to Order – the meeting was called to order at 2:35 pm by Chair Derek Ross with Committee members Mike McReynolds and James Ebert present, staff members Richard Lemmo, Wayne Nakaoka, Renee Peace and Larry Peterson in attendance, and guests Carolyn Cass-Barton, Betty Salazar and Stephanie Bertholdo in attendance.

Public Discussion – Resident Betty Salazar indicated her desire to see an alternative building look and stated that she does not want trees to be removed. Resident Carolyn Cass-Barton said that the Brookside school parking lot should be shared between the School and Park Districts. Staff member Nakaoka responded by stating his opinion that shared use of the parking lot will likely lead to use restrictions being placed onto the Mae Boyar building by the County during the permitting process.

Review and Discussion of Revised Conceptual Layout and Site Plan for the Mae Boyar Recreation Building Replacement Project – Staff member Nakaoka reviewed the staff report and graphic showing the proposed building shifted to the southwest and an expanded parking lot in the approximate location of the existing parking lot. More discussion occurred that trees should not be removed, and some discussion also occurred about the potential to relocate trees. Various discussions occurred regarding parking options, which included a potential expansion of the Brookside School parking lot and on-street parking. Reducing the size of the parking lot by six stalls, making the assumption that the cars would instead be parked on the street, appears to eliminate the need to remove two trees.

The Committee Members reviewed and expressed support for the identified building parameters, which include: Size the building at 3800 square feet; Place it diagonal to Kanan Road; Move it southwest from the current location to create more usable space on the northeast side; Include large sliding glass doors on north side of building; Expand the parking lot to meet the County’s parking requirements; Design the building and parking lot to prevent the need for tree removal if possible; Consider the potential expansion of the Brookside School parking lot to help meet the parking requirements; Retain the landscape
buffer for the parking lot; Limit the building to a single story; Improve park lighting; and, include kitchen and restrooms, operable partition to separate main assembly area, natural lighting, picnic and grilling facilities in adjacent grass area, high tech wiring, and drought tolerant landscaping where appropriate.

Committee Member Ebert expressed his opinion that the residents had expressed their support for a rustic look to the new building. Committee member McReynolds reviewed the survey results which showed support for a look matching the Oak Park Community Center or more modern look. Some additional discussion occurred, including a reference to the design of the Agoura Library.

Committee Member McReynolds made a motion to present three alternatives to the Oak Park – Park and Recreation Planning Committee at its April 14th meeting, showing three design renderings – Oak Park Community Center style, modern style and rustic style, showing two parking lot locations – Brookside School parking lot and existing Mae Boyar Park parking lot, and showing 56 parking spaces in the park and 50 parking spaces in the park and 6 parking spaces on the street; Committee Member Ebert seconded the motion; motion passed unanimously.

Staff indicated it will prepare a graphic showing an expansion to the Brookside School parking lot and submit it to the Oak Park Unified School District with a question of whether or not it would be willing to consider such an expansion and if so under what circumstances.

IV. Adjourn meeting – the meeting adjourned at 3:50 pm.

[Signature]
Larry Peterson
District Manager
Copy of:

Oak Park Recreation and Park Planning Committee
Staff Reports

For:

1. April 9, 2015
2. July 9, 2015
3. April 14, 2016
4. July 14, 2016 (w/o attachments)
The existing Mae Boyar Recreation Building was constructed and dedicated along with the park site in November of 1966. The existing building is approximately 2075 sq. ft. in size and contains a concession/kitchen area, men's and women's restrooms, two storage areas, and a 1300 sq. ft. multi-purpose activity room. A similar structure using the same construction plans was built by the Park District at Arroyo Park in Simi Valley during the same time period.

This building has served the Oak Park Community well for the past 48-1/2 years, but over time has fallen into some disarray, requiring constant roof, HVAC, and plumbing repairs. The walls surrounding the multi-purpose activity room are exhibiting signs of structural wood rot and the men's and women's restrooms are not in compliance with current ADA regulations.

Attached for your review and discussion is a preliminary site plan, floor plan and building elevation plan prepared by Park District staff for the proposed replacement of the Mae Boyar Recreation Building. The overall footprint of the new building was increased by 48%, resulting in a 4000 sq. ft. facility. The exterior elevation of the building was modeled after the Oak Park Community Center and incorporates a profile similar to its Recreation Room and Nature Center. The proposed site plan incorporates a new 72 car parking lot with a circular vehicular drop-off area adjacent to Brookside Elementary School. The preliminary construction cost of the entire project is estimated at $1,883,936.33.

Committee Action Requested:

1. Review and discuss the preliminary concept drawing and cost estimate prepared by Park District staff for the proposed Mae Boyar Recreation Building.

Wayne Nakaoka
Director of Planning and Maintenance
Site Plan
Scale 1" = 60'-0"
(69 Stalls + 3 H.C.)

Mae Boyar
Recreation Building
Preliminary Concept Drawing
Date: 3-27-2015 V 1.0
## COST ESTIMATE WORKSHEET

**PROJECT:** General Cost Estimate for Preliminary Mae Boyar Recreation Building  
**ESTIMATE NO.:** 03  
**LOCATION:**  
**PREPARED BY:** WIN  
**DATE:** 4-2-2015

### A. Demolition and Removal

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**Sub-Total** $1,694,294.39
## COST ESTIMATE WORKSHEET

**PROJECT:** General Cost Estimate for Preliminary Mae Boyar Recreation Building  
**ESTIMATE NO.:** 03  
**LOCATION:**  
**PHASE:**  
**PREPARED BY:** WIN  
**CHECKED BY:**  
**DATE:** 4-2-2015  
**SHEET:** 2 OF 2

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**Date:** 4-2-2015
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: July 9, 2015

TO: District Manager

From: Director of Planning and Maintenance

Subject: Proposed Mae Boyar Recreation Building Replacement Project - Update

Background and Overview:

On April 9, 2015, the Oak Park Committee was provided a staff report containing a preliminary conceptual site plan, floor plan, and building elevation plan for the proposed Mae Boyar Recreation Building Replacement Project. The floor plan was based on a new 4000 sq. ft. building with its exterior profile modeled after the Oak Park Community Center. The proposed site plan incorporated a new 72-car parking lot with a circular vehicular drop-off area adjacent to Brookside Elementary School. The estimated construction cost of the project totaled $1,883,936.33.

To evaluate the design and assist with the community outreach process, Chair Ross formed a Mae Boyar Building Ad Hoc Committee consisting of Chair Ross, Vice Chair Paule, and Committee Member Ebett. The first meeting of the Mae Boyar Building Ad Hoc Committee was held on May 27, 2015 at the Oak Park Community Center. After a brief review of the conceptual drawings prepared by staff for the proposed Mae Boyar building, Chair Ross opened the floor to public comments.

The majority of the public comments received were in favor of replacing the Mae Boyar Building with a new building capable of accommodating community meetings, recreational opportunities, and possibly consolidating the Brookside Afterschool Program into one location. Notable objections to the preliminary design included the reconstruction and expansion of the parking lot area, the proposed removal of mature trees, the addition of a second driveway along Conifer Street, and the modern appearance of the proposed structure. At the conclusion of the meeting, Chair Ross indicated that he would make a full report on the public comments collected at the Mae Boyar Building Ad Hoc Committee meeting to the full Oak Park Committee at its next meeting.

Conceptual Alternatives:

Based on the public comments received, staff has prepared a second set of preliminary conceptual drawings (see attached Preliminary Concept Drawing No. 2) for review and discussion by the Oak Park Committee. The size of the proposed parking lot reconstruction has
been reduced and reconfigured to go around the existing mature trees (see Plan Sheet 1 of 3). The parking lot has the capacity for 39 regular parking stalls and 2 handicapped stalls. In addition, the proposed Mae Boyar building footprint has been reverted back to its existing diagonal orientation within the park.

The size of the proposed Mae Boyar building has been reduced from the Preliminary Concept Drawing No. 1 design of 4000 sq. ft. to 3500 sq. ft. The 500 sq. ft. reduction was taken from the multipurpose room side of the structure while keeping the basic floor plan of the original preliminary concept drawing intact (see Plan Sheet 2 of 3). The exterior of the building has been changed to provide for an architectural appearance closer to the existing structure and surrounding neighborhood. The revised exterior elevation plan (see Plan Sheet 3 of 3) graphically depicts the building with T1-11 siding and a mansard roofline. The revised cost estimate for Preliminary Concept Drawing No. 2 shows a probable overall construction cost of $1,650,186.88.

A third project alternative (see Preliminary Concept Drawing No. 3) would be to demolish and construct a new building and keep the existing parking lot in its present configuration. The existing parking lot contains 29 regular parking stalls and 2 handicapped parking stalls. Upgrades will have to be made to bring the existing parking lot up to current ADA standards. In addition, the parking lot surface (asphalt) should be removed and replaced due to its deteriorated condition. The site plan (see Plan Sheet 1 of 3) for Preliminary Concept Drawing No. 3 graphically depicts the existing parking lot with the same 3500 sq. ft. building proposed as part of Preliminary Concept Drawing No. 2. The cost estimate for Preliminary Concept Drawing No. 3 with an allowance for parking lot upgrades included is estimated at $1,251,971.62.

Current Status:

Currently, staff is securing a proposal to obtain a topographic survey of the entire park site to ultimately prepare a Master Plan depicting the proposed improvements. Staff recommends the Committee consider and discuss the three alternatives and provide staff direction as to the development of any additional conceptual alternatives. Staff also recommends that the Committee discuss what outreach efforts should be utilized to obtain community feedback as to the building replacement project. Outreach efforts could include e-mail distributions, paid ads and/or legal notices, surveys, public meetings (which could be held at Mae Boyar Park), articles within the Oak Park Recreation brochure, etc. The public input, once obtained, may be further considered by the Committee as it continues to evaluate building amenities, functionality, and adjacent parking lot requirements.

Committee Action Requested:

Review and discuss the preliminary conceptual drawing alternatives and cost estimates prepared by Park District staff for the proposed Mae Boyar Recreation Building Replacement Project.

Wayne Nakaoka
Director of Planning and Maintenance
Encls: (1) Proposed Mae Boyar Recreation Building Replacement Project Staff Report dated April 9, 2015.

(1) Mae Boyar Recreation Building Preliminary Concept Drawing No. 2 w/Cost Estimate

(1) Mae Boyar Recreation Building Preliminary Concept Drawing No. 3 w/Cost Estimate
Copy of:

Proposed Mae Boyar Recreation Building Replacement Project Staff Report from Oak Park - Planning and Recreation Planning Committee Meeting dated April 9, 2015
DATE: April 9, 2015
TO: District Manager
From: Director of Planning and Maintenance
Subject: Proposed Mae Boyar Recreation Building Replacement Project

The existing Mae Boyar Recreation Building was constructed and dedicated along with the park site in November of 1966. The existing building is approximately 2075 sq. ft. in size and contains a concession/kitchen area, men’s and women’s restrooms, two storage areas, and a 1300 sq. ft. multi-purpose activity room. A similar structure using the same construction plans was built by the Park District at Arroyo Park in Simi Valley during the same time period.

This building has served the Oak Park Community well for the past 48-1/2 years, but over time has fallen into some disarray, requiring constant roof, HVAC, and plumbing repairs. The walls surrounding the multi-purpose activity room are exhibiting signs of structural wood rot and the men’s and women’s restrooms are not in compliance with current ADA regulations.

Attached for your review and discussion is a preliminary site plan, floor plan and building elevation plan prepared by Park District staff for the proposed replacement of the Mae Boyar Recreation Building. The overall footprint of the new building was increased by 48%, resulting in a 4000 sq. ft. facility. The exterior elevation of the building was modeled after the Oak Park Community Center and incorporates a profile similar to its Recreation Room and Nature Center. The proposed site plan incorporates a new 72 car parking lot with a circular vehicular drop-off area adjacent to Brookside Elementary School. The preliminary construction cost of the entire project is estimated at $1,883,936.33.

Committee Action Requested:

1. Review and discuss the preliminary concept drawing and cost estimate prepared by Park District staff for the proposed Mae Boyar Recreation Building.

Wayne Nakaoka
Director of Planning and Maintenance
# COST ESTIMATE WORKSHEET

**PROJECT:** General Cost Estimate for Preliminary Mae Bovar Recreation Building  
**ESTIMATE NO.:** 03-1  
**SHEET: 1 OF 2**  
**Prepared By:** WIN  
**Date:** 4-2-2015  
**Location:**  
**Phase:**  
**Checked By:**  
**Date:**

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**B** New Construction  

| B1.0 | Site Grading | 3930 | Cyds | $10.00 | $39,300.00 | 5 | $41,265.00 |
| B2.0 | New Recreation Building | 4000 | S.F. | $200.00 | $800,000.00 | 5 | $840,000.00 |
| B3.0 | New Parking Lot Improvements | 36140 | S.F. | $10.50 | $379,470.00 | 5 | $398,443.50 |
| B4.0 | New Concrete Walkways (TBD) | | S.F. | $6.60 | $3,996.00 | 5 |
| B5.0 | New Irrigation and Landscaping (TBD) | | S.F. | $2.50 | $975.00 | 5 |

**C** Design Consultants  

| C1.0 | Aerial Topo and Site Surveying | 1 | Allow | $8,500.00 | $8,500.00 | 5 | $8,925.00 |
| C2.0 | Site Civil Engineer - 15% of Items B1.0, B3.0, & B4.0 | 0.15 | Allow | $439,708.50 | $65,956.28 | 5 | $69,254.09 |
| C3.0 | Site Soils Engineer - 5% of Items B1.0 & B3.0 | 0.05 | Allow | $439,708.50 | $21,985.43 | 5 | $23,084.70 |
| C4.0 | Architect w/ Sub Consultants - 18% of Item B2.0 | 0.18 | Allow | $840,000.00 | $151,200.00 | 5 | $158,760.00 |

**Sub-Total** | | | | | | | $1,694,294.39 |
## COST ESTIMATE WORKSHEET

**PROJECT:** General Cost Estimate for Preliminary Mae Boyar Recreation Building  
**ESTIMATE NO.:** 03-1  
**PREPARED BY:** WIN  
**DATE:** 4-2-2015

**LOCATION:**  
**PHASE:**  
**CHECKED BY:**

### ITEM NO. | DESCRIPTION | QUANTITY | TOTAL | O&P % | TOTAL COST
---|---|---|---|---|---
| Carry-Over from Page 1 of 2 | | | $1,694,294.39 |
| D | Permits abd Fees | | | |
| D1.0 | County Planning - Administrative Adjustment | 1 Allow | $7,500.00 | 5 | $7,875.00 |
| D2.0 | Building and Safety Plan Check Fees | 1 Allow | $5,000.00 | 5 | $5,250.00 |
| D3.0 | Public Works Engineering Plan Check Fees | 1 Allow | $5,000.00 | 5 | $5,250.00 |
| Project Sub-Total | | | | | $1,712,669.39 |
| Project Contingencies 10% | 0.1 Allow | $1,712,669.39 | $171,266.94 |
| Project Total | | | | | $1,883,936.33 |
Preliminary Concept Drawing No. 2

3500 sq. ft. Recreation Building w/ Reduced Size Parking Lot
Exterior Elevation Plan
Scale 1" = 16'-0"

Interior Elevation Plan - Section A-A
Scale 1" = 16'-0"

Mae Boyar
Recreation Building
Preliminary Concept Drawing No. 2
Date: 6-24-2015 V 1.0
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Sub-Total: $1,481,784.89
## COST ESTIMATE WORKSHEET

**PROJECT:** General Cost Estimate for Preliminary Mae Boyar Recreation Building  
**ESTIMATE NO.:** 03  
**SHEET: 2 OF 2**  
**PREPARED BY:** WIN  
**DATE: 6-26-2015**  
**LOCATION:**  
**PHASE:**  
**CHECKED BY:**  
**DATE:**

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Preliminary Concept Drawing No. 3

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Sub-Total $1,121,881.02
### COST ESTIMATE WORKSHEET

**PROJECT:** General Cost Estimate for Preliminary Mae Boyar Recreation Building  
**ESTIMATE NO.:** 03  
**PREPARED BY:** WIN  
**DATE:** 6-26-2015  
**LOCATION:**  

**PHASE:**  
**CHECKED BY:**  
**DATE:**

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| Project Sub-Total | | | | | | | | $1,138,156.02 |
| Project Contingencies 10% | 0.1 Allow | $1,138,156.02 | | | $113,815.60 | | | |

| | | | | | | | | |

| Project Total | | | | | | | | $1,251,971.62 |
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: April 14, 2016

TO: District Manager

From: Director of Planning and Maintenance

Subject: Review and Possible Approval of Concept Design for Proposed Mae Boyar Recreation Building Replacement Project

The following is a brief summary of the actions taken in regards to the Mae Boyar Building Replacement Project since the last Oak Park Recreation and Park Planning Committee meeting held on January 14, 2016.

On February 10, 2016, the fifth Mae Boyar Building Ad Hoc Committee meeting was held at the Mae Boyar Park Building. After a brief public discussion and comment period, staff provided an overview of the project and presented the committee members with a handout indicating the building occupancy and required parking stalls based on square footage estimates of the proposed structure. The committee members reviewed the information provided along with the summary of community feedback received for the project and expressed agreement that the next concept drawing should reflect a total of 3800 square feet. The concept drawing will include a 2,188 square foot main assembly room and 1,612 square feet of accessory space. The committee members also expressed their support for moving the building on the site plan in a southwesterly direction to create a larger public area on the northeasterly side of the building.

The sixth Mae Boyar Building Ad Hoc Committee meeting was held at the Oak Park Community Center on March 11, 2014. A revised 3800 square foot conceptual building layout and site plan for the proposed Mae Boyar Building was presented to the committee for review and discussion. The new site plan graphically depicted the proposed southwesterly building shift requested by the committee members at the February 10th Ad Hoc meeting and included a conceptual layout for a 56 stall on-site parking lot to meet County parking standards. The revised building floor plan incorporated a larger sliding glass door to the north side of the structure and added an exterior door to access the storage room. Two conceptual elevations of the building were provided for discussion purposes, one depicting a modern double-pitched roof assembly and one that was based on the style of the Nature Center at the Oak Park Community Center.

A motion was made to present the 3800 square foot floor plan along with three alternative renderings of the conceptual elevation of the proposed Mae Boyar building (Oak Park Community Center style, modern style, and rustic style) to the Oak Park Recreation and Park Planning Committee at its April 14th meeting. In addition, the committee requested staff to prepare two additional parking lot alternatives: one illustrating the expansion of the existing Brookside Elementary School parking lot, and the other utilizing the eight (8) available parking
spaces along Conifer Street with a corresponding reduction to the conceptual 56 stall on-site parking lot design to save as many trees as possible.

Attached for the Oak Park Recreation and Park Planning Committee’s review and discussion are the following items:

1. A copy of the accepted conceptual building floor plan from the March 11, 2014 Mae Boyar Ad Hoc Committee meeting (plan sheet 1 of 6)

2. Three separate conceptual building elevation drawings depicting:
   a. Oak Park Community Center Style (plan sheet 2 of 6)
   b. Modern Style (plan sheet 3 of 6)
   c. Rustic Style (plan sheet 4 of 6)

The conceptual site plan for the 56 stall on-site parking lot design (plan sheet 5 of 6) was revised to move the proposed Mae Boyar building an additional 12 feet to the southwest to eliminate conflict with the proposed installation of the exterior patio canopy and existing Ash tree south of the children’s area. This revision eliminates the need to remove the Ash tree south of the children’s play area and reduces the number of overall tree removals from five trees to four trees.

A new conceptual parking lot design utilizing the eight (8) available on-street parking spaces along Conifer Street with a corresponding reduction to the 56 stall on-site parking lot concept is depicted on plan sheet 6 of 6. This concept also depicts the 12 foot adjustment in the alignment of the proposed building in the southwesterly direction and limits the necessary tree removals to two trees.

Based on e-mail correspondence between the Oak Park School District and Park District in regards to the proposed joint use of the existing Brookside Elementary School driveway and potential expansion of the existing parking lot, the Oak Park School District has expressed apprehension about the proposal. Dr. Knight’s memorandum expressed concern regarding adding more traffic in a bad spot on that corner and the potential for School District staff to utilize the parking lot during the day, circumventing its availability to serve the Mae Boyar building. In addition, School District staff is concerned about the safety of adding more vehicular traffic to a single driveway on Sandlewood Drive and its potential impact on adjacent residents. Based on this information, the Park District has abandoned the concept to expand the Brookside Elementary School parking lot.

**Committee Action Requested:**

That the Oak Park Recreation and Park Planning Committee recommend to the Board of Directors to proceed with the Mae Boyar Recreation Building Replacement Project based on staff’s recommendation to utilize the Oak Park Community Center Building style (plan sheet 2 of 6) and corresponding site plan depicting the use of the eight (8) on-street parking spaces (plan sheet 6 of 6).

Wayne Nakaoka  
Director of Planning and Maintenance
MAE BOYAR BUILDING PROJECT

Building Parameters

Recommended by Mae Boyar Ad Hoc Committee

Based upon Community Feedback

1. Building size at 3800 square feet
2. Move building southwesterly to create more usable space on northeast side
3. Include large sliding glass doors on north side of building
4. Expand parking lot to meet parking requirement
5. Design building and parking lot to prevent need for tree removal, if possible
6. Consider potential expansion of school parking lot to meet parking requirement
7. Retain landscape buffer for parking lot
8. Design preference is to match look of Oak Park Community Center
9. Keep building one story
10. Improving park lighting
11. Include the following amenities
   a. Include kitchen and restrooms
   b. Operable partition to separate main assembly area
   c. Incorporate natural lighting
   d. Add picnic and grilling facilities in adjacent grass area
   e. Include high tech wire capability
   f. Incorporate drought tolerant landscaping
Exterior Elevation Plan
Scale 1" = 16'-0"

Interior Elevation Plan - Section A-A
Scale 1" = 16'-0"

Modern Style

Mae Boyar
Recreation Building
Elevation Concept Drawing Alt. 2

Date: 4-14-2016 V 1.0
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: July 14, 2016

TO: District Manager

From: Director of Planning and Maintenance

Subject: Review and Possible Approval of Architect Selection for the Mae Boyar Building Replacement Project

Background and Overview:

On April 9, 2015, the Oak Park Recreation and Park Planning Committee reviewed and discussed a proposed Mae Boyar Recreation Building Replacement Project based upon a preliminary conceptual site plan, floor plan, and building elevation plan provided by Park District staff.

To evaluate the design and assist with the community outreach process, Mr. Derek Ross, then Chair of the Oak Park Recreation and Park Planning Committee, formed the Mae Boyar Building Ad Hoc Committee consisting of Chair Ross and committee members Mike Paule and James Ebert.

Since that time, the Mae Boyar Building Ad Hoc Committee was convened six times to review and discuss various aspect of the design and implementation of the proposed building. Copies of all six Ad Hoc Committee meeting minutes are attached to this report for informational purposes. It should be noted that Mike McReynolds replaced Mike Paule on the Mae Boyar Building Ad Hoc Committee and the Oak Park Recreation and Park Planning Committee as the MAC appointee on December 29, 2015.

At its regular meeting of April 14, 2016, the Oak Park Recreation and Park Planning Committee was presented with a staff report requesting review and possible approval of a conceptual design for the proposed Mae Boyar building replacement project. As a result, the Oak Park Recreation and Park Planning Committee made a recommendation to the Board of Directors to proceed with the Mae Boyar Recreation Building Replacement Project based upon the conceptual 3800 sq. ft. floor plan, modern building style elevation plan, and corresponding site plan utilizing the eight (8) on-street parking spaces.

Subsequent to the April 14, 2016 Oak Park Recreation and Park Planning Committee meeting, staff solicited proposals from four architectural firms for the project. Two proposals were received by the June 28, 2016 submittal deadline. The first proposal was from Behr Browsers
 Architects of Westlake Village. The second proposal was from Little Diversified Architectural Consulting of Newport Beach. Both architectural firms have the knowledge, background and experience to perform the required services.

Since both proposals were based on a scope-of-work prepared by Park District staff, the scope-of-services identified in each proposal is relatively the same. One notable difference between the two proposals is the estimated cost to provide these services. Behr Browsers Architects’ proposal estimated their total design and construction management cost for this project to be $207,150 (plus reimbursable expenses), while Little Diversified Architectural Consulting estimated their total cost to be $300,000 (plus reimbursable expenses).

Since both firms are fully capable of providing the plans, specifications, and construction management services needed to design and construct this project, staff is recommending that a contract be awarded to Behr Browsers Architects based upon their lower overall cost to provide the work.

If the Oak Park Recreation and Park Planning Committee agrees with staff’s recommendation to select Behr Browsers Architects for the design and construction management services for the Mae Boyar Building replacement project, a formal award of contract will be calendared for Board approval at its regularly scheduled meeting on August 4, 2016.

Committee Action Requested:

That the Oak Park Recreation and Park Planning Committee recommend to the Board of Directors that they approve the selection of Behr Browsers Architects for the design and construction management services for the Mae Boyar Recreation Building replacement project.

Wayne Nakaoka
Director of Planning and Maintenance

Att.: Mae Boyar Ad Hoc Committee Meeting Minutes for May 27, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for October 29, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for November 19, 2915
Mae Boyar Ad Hoc Committee Meeting Minutes for December 29, 2015
Mae Boyar Ad Hoc Committee Meeting Minutes for February 10, 2016
Mae Boyar Ad Hoc Committee Meeting Minutes for March 11, 2016
Oak Park Recreation and Park Planning Committee Staff Report of April 9, 2015
Oak Park Recreation and Park Planning Committee Staff Report of July 9, 2015
Oak Park Recreation and Park Planning Committee Staff Report of April 14, 2016
Little Diversified Architectural Consulting Proposal dated June 27, 2016
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: August 4, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Determination of Extent of District Participation in Simi Valley Days Parade

SUMMARY

After participation in the 2015 Simi Valley Days Parade questions were raised about whether or not the District should participate in the following year’s parade. The District recently received from the Simi Valley Days Foundation the parade registration materials for the 2016 parade. The parade participation fee is $130 this year. The District’s parade entry has typically been five golf carts driven separately by members of the Board of Directors. The associated effort for this entry includes transporting and cleaning the carts, installation and removal of signs, banners and sound system, assembly of a publicity cart, and the ordering, installation and removal of decorations. Approximately 68 hours of staff time are required for this effort, at an estimated cost in staff time of approximately $3,000. Additional parade expenditures are made for balloons, banners, flyers and prizes which have averaged about $900 annually. Staff recommends the Board weigh the estimated costs and benefits of the District’s participation in the parade to determine the extent of the District’s participation in the 2016 Simi Valley Days parade.

BOARD ACTION REQUESTED

Staff recommends the Board discuss and determine the extent of the District’s participation in the 2016 Simi Valley Days Parade.

[Signature]
Larry Peterson
District Manager