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 – August 18, 2016

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Full-time Employee of the Month for August 2016 to Brian Pierce

VI. CONSENT AGENDA**
   A. Approval of Check Register: 8/19/16 (payroll)
   B. Receive and File Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees

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

VII. CONTINUED BUSINESS

None

VIII. NEW BUSINESS
   A. Approval of Contract for the Valley View Playground Renovation Project
   B. Approval of Agreement with Stantec Consulting Services, Inc. for Construction Staking, Engineering Construction Phase Support and QSP Services for the Arroyo Simi Greenway Phase 2 Construction Project
   C. Recommendation for Approval of a Freeway Maintenance Agreement Between Rancho Simi Recreation and Park District and State of California Department of Transportation in Connection with Alamos Canyon Trail Access
   D. Approval of Resolution Confirming that Larry Peterson is the District Manager of the Rancho Simi Recreation and Park District and Confirming the Authority of District Manager Larry Peterson to Sign the Purchase and Sale Agreement for the Acquisition of Alamos Canyon and Confirming the Authority of Larry Peterson to Sign All Other Documents and Take Other Necessary Actions Pertaining to the Alamos Canyon Transaction
E. Approval of a Resolution Authorizing Submission of a Grant Application to the California Wildlife Conservation Board for the Acquisition of the 371-acre Joncich Simi Hills Property and Entering into a Grant Agreement with the California Wildlife Conservation Board

F. Selection of Candidate to Serve as Special District Alternate Member to the Ventura Local Agency Formation Commission (“LAFCO”)

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 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County East North East Adjacent to Sage Ranch

Assessor Parcel Numbers: 646-0-170-040
649-0-010-415

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

Negotiating Party: Mark Joncich

Under Negotiation: Price and Terms of Payment

B. Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

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

- 615-0-150-37
- 615-0-150-32 (portion)
- 615-0-150-14
- 615-0-110-13 (portion)
- 500-0-292-25
- 500-0-292-23
- 500-0-292-24
- 500-0-292-25
- 500-0-292-17 (portion)
- 500-0-292-10
- 500-0-291-28

Which together total approximately 326 acres

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

Negotiating Party: Waste Management

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 Northeast of the Intersection of Cochise Street and Indian Hills Drive in Simi Valley, Ca

Assessor Parcel Number: 628-0-192-015

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

Negotiating Party: Bruce Finnegan

Under Negotiation: Price and Terms of Payment

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584-4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SCYCAMORE DRIVE, SIMI VALLEY, CA 93065
AUGUST 18, 2016, 6:30 P.M.

AGENDA
ITEM

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

PLEDGE OF ALLEGIANCE: Led by Theresa Pennington

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

                   Staff: Doug Gale, Wayne Nakaoka, Carol Odenberg, Theresa
                   Pennington, Larry Peterson, Brian Pierik, Esq.

                   Guests: Kim Hasenauer, Libby Santos

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

Libby Santos, a tennis enthusiast, said she and others heard the tennis courts at Rancho Madera Community Park were going to be lined for pickleball and inquired how the decision came to be. She said they have been trying to get those courts resurfaced. The courts are highly used by tennis players, instructors, and many USTA teams play there. USTA does not promote putting pickleball lines on tennis courts; they only allow inner tennis lines. No matches may be held on courts lined for pickleball, which she said is a real issue for them. She also said the noise from pickleball is distracting to tennis players and the community around the courts. She plays both sports but said she does not want pickleball there and that there are plenty of other spaces to create more pickleball courts. She stated they also pay to reserve those courts. She said two of the eight courts at Rancho Simi Park have been lined for pickleball, which they are fine with. They think the District did a fantastic job with the four courts at Rancho Tapo Park, two of which are lined for pickleball. She said they would like to be a part of the research and decisions made by Parks and Rec, and to be able to voice their concerns.

Chair Hostetler informed her that the District had decided not to line the courts for pickleball at Rancho Madera. It was also noted that Ms. Santos has been in contact with the District Manager and Director of Recreation to voice their concerns on this item and discuss it. Ms. Santos expressed some further thoughts about not wanting to lose the tennis courts in the community and about some other areas being more suited for pickleball. Director Johnson told her the District will look into this item and bring it to the Board for full discussion. Legal Counsel reminded Ms. Santos about the rules for public discussion under the Brown Act, and told her the Board can only briefly comment on this and that point has been reached. He said the District will review it, and then it will be brought back to the Board. They will be notified of the date. District Manager said it will be three or four months so that the District has an opportunity to assess the item.
IV. APPROVAL OF MINUTES:

Vice Chair O’Brien requested that the Minutes are amended to include a comment she made on the presentation given at the VCSDA meeting; she said she would like to hear the opposing side on the sales tax. Legal Counsel Pierik said the minutes can be amended and a majority of the quorum is fine; it is not a matter that requires three votes.

(A) Approval of Minutes of the Regular Meeting – August 4, 2016

ACTION: Vice Chair O’Brien moved to Approve Minutes of the Regular Meeting of August 4, 2016 as amended; Chair Hostetler seconded the motion. Director Johnson abstained. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Part-time Employee of the Month for July 2016 Frank Miller 35-16-v

Director of Administration reviewed the nomination. Chair Hostetler presented the Employee of the Month award to Frank Miller and congratulated him. Frank thanked everyone for the accolades, and said his job at the Park District is his second career after having been in the grocery industry. He acquaints success on the job to having good leadership, and that Golf Course Manager Reed and Sr. Maintenance Supervisor Hache make it easy to want to do a good job; otherwise, it would just be a job. Brian Reed said everything in the nomination is true about Frank. He has a good attitude, is upbeat, never lacks on the job, and he is one of the best people they have working at the Golf Course.

Legal Counsel stated that regarding the comments he made under Public Discussion to Ms. Santos, he wanted to make sure she knows it was because of the Brown Act and its restrictions. He said she has concerns and is certainly free to contact the District Manager or other staff by phone or email to express her views and whatever she would like considered by the Board. Ms. Santos said she has called and emailed staff.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 8/5/16 (payroll); 8/15/16 (payables)

(B) Approval of Notice of Completion and Final Acceptance for the Rancho Simi Community Park Lagoon Renovation Project – Phase 2 43-16-b

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

VII. CONTINUED BUSINESS:

(A) Approval of Minutes of July 21, 2016 Board Meeting

ACTION: Director Johnson moved to Approve Minutes of the July 21, 2016 Board Meeting; Chair Hostetler seconded the motion. Motion carried with a unanimous vote,
VIII. NEW BUSINESS:

(A) Presentation Regarding Rancho Simi Recreation and Park District Marketing in the Digital Age; Current Practices and Future Goals (Oral)

Recreation Coordinator June gave a thorough presentation on the District’s marketing in the digital age, current practices and future goals – how will our agency utilize social media. She reviewed our District’s new website, its responsive design, content management system, staff directory, social media and shareable links; how the District can target market using social media, sharing information and promoting it year-round; Max Galaxy and email marketing; utilizing Facebook, Twitter, Instagram, Yelp, YouTube, Pinterest and others. She said the District has used radio to transmit information to the public, the VC Star using digital and banner ads and also insert flyers, and through the digitally linkable District Reporter and Oak Park News. She discussed many more areas in the use of social media to market the District’s information. The Board and staff thanked her for the great work she has been doing in this area and for putting on a very informative presentation. District Manager explained how far the District has come within the digital age – from a dial up account to our current processes. He complimented Recreation Coordinator June for her efforts and focus on social media and to utilize all these opportunities, which allows us to reach out to so many people. Director Johnson said he appreciates her understanding of the use of social media and the challenges the District faces in its use.

(B) Approval for the Purchase of Three Toro Diesel Lawn Mowers through California Multiple Award Schedules (CMAS) 7-16-g

ACTION: Director Johnson moved to Approve the Purchase of Three Toro Diesel Lawn Mowers through California Multiple Award Schedules (CMAS); Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

(C) Approval to Create Position of Development Supervisor 35-16-w

ACTION: Vice Chair O’Brien moved to Approve Creating the Position of Development Supervisor; Director Johnson seconded the motion. Motion carried with a unanimous vote.

(D) Recommendation for Approval to Not Re-bid Beverage Vending Machine Contract 33-16-d

ACTION: Director Johnson moved to Approve Not Re-bidding the Beverage Vending Machine Contract; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

(E) Recommendation to Approve Lease Agreement for Xerox Photocopyer 27-16-b

ACTION: Director Johnson moved to Approve the Lease Agreement for Xerox Photocopyer; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

(F) Approval of Board Members and/or District Staff to Serve as a Volunteer on One or More of the California Special Districts Association’s 2017 Committees and Expert Feedback Teams 23-16-e

Vice Chair O’Brien said she would like to stay on the Fiscal and Audit Committees. District Manager said he will follow up with Director Freeman on whether she would like to stay on the Legislative and/or any other CSDA committees. District Manager will complete the form and return it to CSDA.
IX. WRITTEN COMMUNICATIONS OF NOTE:

None.

X. REPORTS BY BOARD MEMBERS:

Director Johnson did not have any committee meetings this period.

Vice Chair O'Brien attended an Advance Planning Committee meeting with Chair Hostetler, and said they mostly discussed the Lost Canyons BMX track.

Vice Chair O’Brien attended a Simi Valley Chamber of Commerce breakfast meeting along with Director Cavanaugh. They were presented with a Certificate for the District’s 50 years of membership with the Chamber.

Vice Chair O’Brien will be attending a CSDA meeting in Sacramento.

Chair Hostetler attended an Advance Planning Committee meeting.

XI. REPORT BY DISTRICT MANAGER:

District Manager said the District received an email from Gus who is 86 years old. He said he knew Ray “Crash” Corrigan and that he is in an unmarked grave in Inglewood. District Manager stated he confirmed it with Wikipedia, and said that seemed a shame in light of the popularity of his movie ranch.

Chair Hostetler stated that the Closed Session - Items XII. (A) and (B) would be pulled from the Agenda as there is nothing to report.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County 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
Minutes, Page 5, Regular Meeting, Board of Directors
Rancho Simi Recreation and Park District, August 18, 2016

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

Negotiating Party: Waste Management

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 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

Under Negotiation: Price and Terms of Payment

XIII. ADJOURNMENT: Director Johnson moved to adjourn the meeting at 7:35 p.m.; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

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

Date: September 1, 2016

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for August 2016 to Brian Pierce

FULL-TIME EMPLOYEE OF THE MONTH FOR AUGUST 2016

The District’s full-time employee of the month for August 2016 is Brian Pierce. Brian is a Recreation Coordinator in the Recreation Department. Brian has been working for the District for over nine years. This is his second employee of the month award!

NOMINATION NARRATION

The person who nominated Brian had this to say: During the last school year, when we had a rare rainy day, due to Brian’s fast thinking he was able to get all of our After School Club kids back to our location without being rained out by the sudden down pour. Literally minutes after calling Brian, we had two RSRPD vehicles waiting to give us a ride. The parents who were calling were delighted with this service! In addition, Brian has been an awesome boss. He manages 8 clubs and 8 directors which is a lot to keep up with! He gives us space to create our own styles at each of our clubs and supports us whole heartedly with our decisions. When there is a complaint, he listens to us first and then handles the problem. I thank him for being someone who we can always go to no matter how small or large the problem is. I think he should be recognized as employee of the month.

BOARD ACTION

Brian has been invited to attend the September 1, 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
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: September 1, 2016
TO: Board of Directors
FROM: District Manager
SUBJECT: Receive and File Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees

BACKGROUND

Attached for your review is the Summary of Park Dedication Fees and Summary of Projects Primarily Funded by Park Dedication Fees, for period ending June 30, 2016. This report demonstrates the District had a beginning balance of Park Dedication Fees, as of July 1, 2016, equal to $1,951,556.53. During the current fiscal year staff anticipates additional revenues will include interest and Park Dedication Fees.

In addition to these funds, the attached report lists other funding sources for particular projects (i.e., assessment funds, grants, donations). Staff has expended considerable effort ensuring projects are properly and completely funded, in accordance with the 2016-17 project list and consistent with the District's approved Preliminary Budget for Fiscal Year 2016-17.

BOARD ACTION REQUESTED

Staff recommends the Board receive and file this report.

Larry Peterson
District Manager
## SUMMARY OF PROJECTS PRIMARILY FUNDED BY PARK DEDICATION FEES

**QUARTER ENDING JUNE 30, 2016**  
**FUNDS ON HAND AS OF JULY 1, 2016**

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### SUMMARY OF CURRENT PARK DEDICATION FEES &
### SUMMARY OF PROJECTS PRIMARILY
### FUNDED BY PARK DEDICATION FEES

#### QUARTER ENDING JUNE 30, 2016

#### RANCHO SANTA SUSANA COMMUNITY PARK PLANNING AREA

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Rancho Santa Susana Planning Area Total 1,740,477.20 0.00 1,740,477.20 300,000.00 (1,610,000.00) 430,477.20
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**Rancho Simi Planning Area Total**

|                  | 32,936.64 | 0.00  | 32,936.64 | 100,000.00 | (110,000.00) | 22,936.64 |

Interfund, p. 7 100,000.00 Lagoon (110,000.00)
### SUMMARY OF CURRENT PARK DEDICATION FEES & SUMMARY OF PROJECTS PRIMARILY FUNDED BY PARK DEDICATION FEES

**QUARTER ENDING JUNE 30, 2016**

**RANCHO TAPO COMMUNITY PARK PLANNING AREA**

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**Rancho Tapo Planning Area Total**

|                  | 34,340.00 | 0.00  | 34,340.00 | 0.00  | 0.00          | 34,340.00 |
# Summary of Projects Funded Primarily by Interest, Donations, Land Sales, Miscellaneous

## Quarter Ending June 30, 2016

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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

Date: September 1, 2016
To: General Manager
From: Director of Planning and Maintenance
Subject: Approval of Award of Contract for the Valley View Playground Renovation Project

**Background and Overview:**

At its meeting on July 21, 2016, the District’s Board of Directors authorized the solicitation of bids for the Valley View Playground Renovation Project. This project includes complete demolition and removal of all existing play equipment and amenities, removal of three (3) existing trees within the play area, removal of the existing sand, resurfacing of the existing concrete seat walls, installation of a new concrete ADA walkway through the center of the play area and two concrete picnic area pads, installation of individual tot-lot and pre-teen play structures, a track ride, and two picnic areas with two small shade canopies. Additionally, the project will also include the removal and replacement of damaged and up-lifted concrete walkway and hardscape areas throughout Valley View Park. The Oak Park Recreation and Park Planning Committee approved the design of the new playground with a vote of 5 to 0 at their meeting held on July 14, 2016.

A Notice Inviting Bids was published in the Ventura County Star on July 31, 2016. A total of 11 contractors received bid packages for the Project.

On August 23, 2016, five (5) sealed bids were received in time for the bid opening from the following contractors:

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<td>Pacific Tennis Courts, Inc., Moorpark, CA</td>
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<td>United Construction &amp; Landscape, Northridge, CA</td>
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</tbody>
</table>
Staff is recommending that the project be awarded to the apparent low bidder, Unlimited Engineering Contracting, Inc. in the amount of $187,800.00. Unlimited Engineering Contracting has successfully completed several projects for the District, including Challenger Field Phase One and the Sinaloa Ballfield Waterline Installation Project.

**Fiscal Impact:**

Allowing for a 10% construction contingency, the construction total to complete the Valley View Playground Renovation Project is estimated at $206,580.00 (Base Bid [$187,800] + 10% Construction Contingency [$18,780] = $206,580).

Funding for this project has been earmarked in the District’s *Preliminary Budget for FY 2016-17* under the Oak Park General Fund (Fund 10) in the amount of $200,000.00. Additional funding to complete this project can be acquired through the reallocation of Oak Park General Fund Reserves (Fund 10) in the amount of $6,550.00.

**Board Action Requested:**

That the Board:

1. Award a contract for the Valley View Park Playground Renovation Project to United Engineering Contracting, Inc. in the amount of $187,800.00.

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 10%, or $18,780.00, if and when the need arises for extra work or modifications to the project.

Wayne Nakaoka  
Director of Planning and Maintenance
Agreement with

Unlimited Engineering

Contracting, Inc. for the

Valley View Playground

Renovation Project
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
VALLEY VIEW PLAYGROUND RENOVATION PROJECT

THIS AGREEMENT "Agreement" is made and entered into this ____ day of ________________, 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 UNLIMITED ENGINEERING CONTRACTING, INC, a California Corporation, located at 950 Firestone Circle, Simi Valley, CA 93065, 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 August 23, 2016, for the following:

VALLEY VIEW PLAYGROUND RENOVATION PROJECT

in Oak Park, 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 September 1, 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 Hundred Eighty-Seven Thousand, Eight Hundred and no/100 DOLLARS ($187,800.00), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain 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 forty-five (45) calendar days after commencement.

ARTICLE VI

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

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USC 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 contract until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

**ARTICLE XII**

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

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT's General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the 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:

Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK
DISTRICT:

by______________________________
Larry Peterson, District Manager

APPROVED AS TO FORM:

Brian A. Pierik, District Counsel

UNLIMITED ENGINEERING CONTRACTING,
INC., A California Corporation

by______________________________
President

by______________________________
Secretary
Contractor’s Bid Proposal

for the

Valley View Playground

Renovation Project
PROPOSAL

PROJECT: Valley View Park Playground Renovation Project

PROJECT NO: 065-2016-03

PROJECT LOCATION: 100 Los Arcos Drive, Oak Park, CA

BIDDER: Unlimited Engineering Contracting Inc.

BID OPENING DATE: August 23, 2016

TIME: 2 pm

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

Gentlemen:

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

Valley View Park Playground Renovation Project
100 Los Arcos Drive
Oak Park, California

and after having carefully examined the location of the proposed work and the 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 (labor and materials) 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 Forty-Five (45) consecutive calendar days from and after executing this Agreement.
BASE BID:

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

The lump sum of One Hundred Eighty Seven Thousand Eight Hundred Dollars

($ 187,800.00)

UNIT PRICES

All bidders are required by the District to submit itemized unit prices for the Base and Alternate Bid(s) 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.

The bidder is advised that the total sum of all of the unit prices should equal the Base and Alternate Bid(s) shown on page 00401-2.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><em><strong>GENERAL</strong></em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. MOBILIZATION</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2. DEMOLITION</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$27,000.00</td>
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<tr>
<td><em><strong>CONSTRUCTION</strong></em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. CONCRETE PAVING (Picnic areas &amp; walkways in play area)</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>4. CONCRETE PAVING (All other areas outside of play area)</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$16,000.00</td>
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<td>5. RESURFACING SEAT WALL</td>
<td>1</td>
<td>JOB</td>
<td>L.S.</td>
<td>$9,800.00</td>
</tr>
</tbody>
</table>

Bid Proposal
00401 - 2

BIDDER'S INITIALS
### RECREATION***

6. PLAY EQUIPMENT  
   (Pre-teen & Tot Lot -  
    Complete and in place)  
   1 JOB L.S.  
   $86,000.00

7. WOOD FIBER FOR PLAY EQUIPMENT  
   1 JOB L.S.  
   $17,000.00

### SITE FURNISHINGS***

8. PICNIC TABLES  
   4 EA  
   1000  
   $4,000.00

9. SHADE STRUCTURES  
   (Cool Toppers over picnic tables)  
   1 JOB L.S.  
   $6,000.00

**BASE BID CONSTRUCTION TOTAL**  

   $187,800.00  
   (This amount to equal base bid on Page 00401-2)

**AWARD OR REJECTION OF BIDS**

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

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

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

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

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

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

3. When the bids given for the basic work and various bid alternates for which the District wishes to contract makes a given bid more advantageous to the District than others.
STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid Class A Contractor License in the State of California in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code for 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 District will provide the contractor with the initially required grading and building permits for the project (if required). The contractor will be responsible for subsequent permits and permit fees (including plan check fees) from the appropriate governing 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 Design Consultant's, and/or plan clarification(s) for oversights by the District's Design Consultant's.

The Contractor will also be required to obtain and pay for an "Encroachment Permit" for the transportation of materials and debris on city streets from the City of Simi Valley Department of Public Works. 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. A copy of the "Encroachment Permits" must be provided to the Park District prior to transportation of materials to and from the project site.

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 temporary utilities, including water, sewer, electrical, telephone, storm drain, sewer, etc., for this project.

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.


ADDENDA

This bid includes ADDENDUM NO: N/A Dated: 
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, not made in collusion, or in the interest of any other person / firm other than represented by the undersigned.

NAME OF BIDDER: Unlimited Engineering Contracting Inc.

BY: Kevin Carter

TITLE: President

ADDRESS: 950 Firestone Circle Simi Valley, CA

PHONE NO. 818 652 6922  805 587 7514

CONTRACTOR'S LICENSE NO. 966591  EX P. DATE 10/17/17

PRIMARY CLASS: A

SECONDARY CLASS: B

Date: 8/23/16

(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
Officers Authorized to Contract

RESOLVED that the following are hereby authorized to sign contracts and obligations on behalf of the Corporation:

Name Authorized: Kevin Carter President or ________________
Name Authorized: Kristina Carter Secretary ________________
Name Authorized: ________________________________
Name Authorized: ________________________________

Other Filings

RESOLVED, that each of the officers of this Corporation is authorized and directed to make such filings and applications, including, without limitation, the statement required by Section 1501 of the California General Corporation Law, to execute and deliver such documents and instruments and to do such acts and things as such officer deems necessary in order to obtain such licenses, authorizations, and permits as are necessary or desirable for this Corporation's business, to fulfill such legal requirements as are applicable to this Corporation or its business or to complete the organization of this Corporation.

IN WITNESS WHEREOF, the undersigned(s) have set his/her/their hand(s) as of the following date: 1-27-14.

Signature: ________________________________
Name: Kevin Carter ________________, Director

Signature: ________________________________
Name: Kristina Carter ________________, Director

Signature: ________________________________
Name: ________________________________, Director

State of California
County of Ventura
On 1-27-2014 before me, Harold H. Savin, Notary Public, 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. ________________________________

HAROLD H. SAVIN
Commission # 2002103
Notary Public - California
Ventura County
My Comm. Expires Jan 22, 2017

Initial Minutes of Unlimited Engineering Contracting Inc
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and International Fidelity 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 Dollar ($ 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 August 23, 2016, attached hereto for the WORK of the Project entitled: Valley View Park Playground Renovation Project 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 ten (10) 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, 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 19 day of August, 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.

Unlimited Engineering Contracting, Inc. (Corporate Seal) Principal

By: [Signature] President

International Fidelity Insurance Company (Corporate Seal) Surety

By: [Signature] Yung T. Mullick, 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 Orange

On August 19, 2016 before me, Terah Johnston, Notary Public, personally appeared Yung T. Mullick 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: Terah Johnston

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: August 19, 2016

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Yung T. Mullick

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

Signer is Representing:
International Fidelity Insurance Company

Signer’s Name:

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

Signer is Representing:
POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY
ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAMES W. MOILANEN, YUNG T. MULICK, JENNIFER C. ANAYA, CHRISTINE T. HOANG,
TERAH JOHNSTON

Mission Viejo, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s). In pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and as effectually, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2010.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of Attorneys-in-Fact, or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof, or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal to be used whether hereof or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals, and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY CRUZ
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of August 2016.

MARIA BRANCO, Assistant Secretary
STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.

Fee $2833.00

Rec. No.

Filed 8/15/95

By Victoria S. Stidbury

Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 7th day of January, 2009.

Steve Poizner

Insurance Commissioner

By

Pauline D’Andrea

Pauline D’Andrea
SUBCONTRACTORS LIST

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

BY: Unlimited Engineering Contracting Inc.
hereinafter called "Bidder"

PROJECT: In accordance with Article 17 of Instructions to Bidders, pursuant to bidding for the Work titled:

Valley View Park Playground Renovation Project

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>
<td></td>
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<td>No Subcontractors Anticipated</td>
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</table>

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

Provide signature identical to that shown on the Bid Form:

Unlimited Engineering Contracting, Inc.

BIDDER: [Signature]  DATE: 8/23/16

END OF DOCUMENT
STATEMENT OF QUALIFICATIONS

1.01 INSTRUCTIONS

A. All questions must be completed with clear and comprehensive information. If necessary, questions may be answered on separate attached sheets.

B. This form shall be submitted with the contractor's proposal at the time of the Bid Opening.

2.01 CONTRACTOR/BIDDERS GENERAL INFORMATION

A. Name of Contractor/Bidder:
   Unlimited Engineering Contracting Inc.

B. Permanent Office Address:
   950 Firestone Circle
   Simi Valley, CA 93065

C. Mailing Address:
   950 Firestone Circle
   Simi Valley, CA 93065

D. Telephone Number: 805 587 7514 818 652 6922

E. Facsimile Number: 805 306 1247

F. E-Mail Address: unlimitedengineering101@yahoo.com

G. Contact Person (regarding Statement of Qualifications inquiries):
   Kevin Carter  President / Owner
   (Name)  (Title)

H. Is Contractor/Bidder's firm a corporation established under the guidelines of the State of California? Yes (x)  No ( )

If yes, please complete Part One below. If no, please complete Part Two below.

Part One (yes)

1. Please list Corporate Officers and Titles:
   Kevin Carter  President
   Kristina Carter  Secretary

2. Year of Incorporation: 2011

Statement of Qualifications 00440-1
Part Two (no)

1. Please explain if Contractor/Bidder's firm is a Sole Proprietorship, Partnership or a Corporation established in another State.
   (NO, see H part One)

2. Please list Owner, Partners or Corporate Officers and Titles:
   (NO, see H part One)

3. Year of Incorporation or Establishment of Business:
   (No, see H part One)

G. Number of Full-time Employees: 6

2.02 CONTRACTORS LICENSE INFORMATION (California only)

A. Primary License Classification:

   License Number: 966591

   Year Issued: 2011

B. Secondary License Classification(s):

   License Number: 966591

   Year Issued: 2015

3.01 CONTRACTOR/BIDDER'S BUSINESS HISTORY

A. Current Construction Contracts: Please list all current construction contracts (public or private) that your firm is currently performing

   1. Name of Project: Eastwood Park Improvements
      Project Address: 1451 N F St
      Name of Agency or Owner: City of Oxnard
      Amount of Contract: $ 128,500.00 0 % complete
      Anticipated Completion Date: November 2016

   2. Name of Project: N/A
      Project Address: 

Statement of Qualifications
00440-2
Name of Agency or Owner: ____________________________

Amount of Contract: $___________ __________% complete

Anticipated Completion Date: ________________

3. Name of Project: N/A

Project Address: ____________________________

Name of Agency or Owner: ____________________________

Amount of Contract: $___________ __________% complete

Anticipated Completion Date: ________________

4. Name of Project: N/A

Project Address: ____________________________

Name of Agency or Owner: ____________________________

Amount of Contract: $___________ __________% complete

Anticipated Completion Date: ________________

5. Name of Project: N/A

Project Address: ____________________________

Name of Agency or Owner: ____________________________

Amount of Contract: $___________ __________% complete

Anticipated Completion Date: ________________

B. Construction Bonding (Surety) Information: Please list the company names, agents and telephone numbers of the surety firms from whom your firm has obtained Performance/Payment Bonds for construction contracts within the past five years.

The Bond Exchange    International Fidelity Insurance Company

24800 Chrisanta Drive

Mission Viejo, CA 92691

Yung T Mullick 949 461 7000

C. Insurance Company Information: Please list the company names, agents and telephone numbers from whom your firm has obtained General Liability Insurance for construction contracts within the past five years.

Statement of Qualifications
00440-3
NFP & C Services, Inc - DBA Insurance West Corp
2450 Tapo Street
Simi Valley, CA 93063
Bob Salzinger / Denise Reeder 805 579 1900

D. Legal Actions/Insurance Claims: If your firm is the apparent low bidder, the Rancho Simi Recreation and Park District may require a detailed explanation for the following questions prior to an award of contract:

1. Have any type of claims (liability or worker’s compensation) been filed against your firm within the past five years?  NO

2. How many industrial accidents have occurred on job sites under your firm’s control within the past five years?  NONE

3. Are there any legal actions pending against your firm in affiliation with previous construction contracts or activities?  NO

4. Have any judgements been awarded against your firm arising out of prior construction activity?  NO

5. Has your firm ever been released from or failed to complete a construction contract?  NO

4.01 PUBLIC AGENCY REFERENCES

Please list three (3) public agencies for which your firm has completed similar contracts/work within the past five years:

A. Project Name: Old Meadows Park Playground Renovation
   Project Address: 1600 Marview Dr
   Thousand Oaks, CA 91362
   Agency Name: Conejo Recreation & Park District
   Contact Person: Tom Hare  Phone No.: 805 381 1218
   Amount of Contract 307,707.00  Date Completed: 7/2015
   Type of Work: R & R Playground Equipment, Shade Structure Installation & Grading/Turf Installation

B. Project Name: El Parque De La Paz
   Project Address: 2522 Pleasant Way
   Thousand Oaks, CA 91362
   Agency Name: Conejo Recreation & Park District

Statement of Qualifications
00440-4
Contact Person: Denise Johns/Tom Harb
Phone No.: 805 381 1218
Amount of Contract 195,397.00 Date Completed: 5/2014
Type of Work: R & R Playground Equipment & EWF/Concrete Walkways & Curbs/ADA Ramps

C. Project Name: Shade Shelter Install @ Elmhurst & Poinsettia
Project Address: 455 South Hill Road
Ventura CA 93003
Agency Name: Ventura Unified School District
Contact Person: Terri Allison Phone No.: 805 760 1297
Amount of Contract 44,997.00 Date Completed: 8/18/16
Type of Work: Shade Shelter Installation

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Rancho Simi Recreation and Park District, in verification of the recitals comprising this "Statement of Qualifications".

Dated at Simi Valley, California this 23rd day of August, 2016.

FIRM: Unlimited Engineering Contracting, Inc.
BY: Kevin Carter
TITLE: President

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.

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  Unlimited Engineering Contracting, Inc.  Telephone  (805) 587 7514
Street Address  950 Firestone Circle
City  Simi Valley  State  CA  Zip Code  93065
Number of Employees
This Firm is:
    x  Independently Owned and Operated
    ___ An Affiliate
Parent Company:
    ___ A Subsidiary
Address:
    or
    ___ A Division:
    or

    x  Small Business  ___ Large Business

Contractor
    Has  Contractor
    Has Not

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

    ___  ___

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

    ___  ___

Filed Equal Employment Opportunity Information Report EEO-1 when required.

    ___  ___

Developed a written Affirmative Action Program.

    ___  ___

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 non-segregated facilities and certifies
(does not certify) compliance with that requirement.

Signature

Title President

Date 8/23/2016

END OF DOCUMENT
THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

Date: September 1, 2016

To: General Manager

From: Director of Planning and Maintenance

Subject: Approval of Agreement with Stantec Consulting Services, Inc. for Construction Staking, Engineering Construction Phase Support and QSP Services for the Arroyo Simi Greenway Phase 2 Construction Project

Background and Overview:

At its meeting on April 2, 2015, the Board awarded a contract to Stantec Consulting Services, Inc. for the preparation of the construction plans and specifications for the Arroyo Simi Greenway Phase 2 Construction Project. Plans for the Phase 2 Construction Project were submitted to the City of Simi Valley and Ventura County Watershed Protection District for plan check review and the Park District received notification of construction approval by both agencies in May of 2016.

On June 16, 2016, the Board authorized the solicitation of bids for the Arroyo Simi Phase 2 Construction Project.

Following the bid opening on July 26, 2016, the Board awarded a construction contract on August 4, 2016 to United Construction and Landscape, Inc. for the Arroyo Simi Greenway Phase 2 Construction Project in the amount of $1,047,018.29. At that time, staff identified additional project costs, including a 7.5% construction contingency ($78,526.37) and an allowance of $68,600 for final permits and consulting services. Included in the $68,600 for final permit and consulting services was an allocation of $53,600 to retain the services of Stantec Consulting Services, Inc. to provide the construction staking, civil engineering and qualified storm water pollution prevention plan monitoring services (QSP) to complete the project.

At this time, staff is recommending that the Board approve the attached agreement with Stantec Consulting Services, Inc. for construction staking, engineering construction phase support and QSP services for the Arroyo Simi Greenway Project in the amount of $53,600.00.

Fiscal Impact:

Adequate funds to cover this portion of the work were identified as part of the “Approval of Award of Contract for the Arroyo Simi Greenway Phase 2 Construction Project” staff report dated August 4, 2016 (copy attached).
**Board Action Requested:**

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

Wayne Nakaoka
Director of Planning and Maintenance
Copy of Staff Report for

“Approval of Award of Contract
for the Arroyo Simi Greenway
Phase 2 Construction Project”

August 4, 2016
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>
<tr>
<th>Company</th>
<th>Base Bid Amount</th>
<th>Additive Bid Alternative A</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>United Construction &amp; Landscape, Inc., Northridge, CA</td>
<td>$ 731,269.81</td>
<td>$315,748.48</td>
<td>$1,047,018.29</td>
</tr>
<tr>
<td>Lee Construction, Simi Valley, CA</td>
<td>$ 847,750.00</td>
<td>$311,200.00</td>
<td>$1,158,950.00</td>
</tr>
<tr>
<td>Berry General Engineering Contractors, Inc., Ventura, CA</td>
<td>$1,109,066.00</td>
<td>$323,964.00</td>
<td>$1,433,030.00</td>
</tr>
<tr>
<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>
</tr>
</tbody>
</table>
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 for
Construction Staging, Engineering
Construction Phase Support and
QSP Services Between
Rancho Simi Recreation and Park District
and Stantec Consulting Services, Inc.
for the
Arroyo Simi Greenway Phase 2
Construction Project
AGREEMENT FOR CONSTRUCTION STAKING, ENGINEERING CONSTRUCTION PHASE SUPPORT AND QSP SERVICES BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND STANTEC CONSULTING SERVICES, INC. FOR THE ARROYO SIMI GREENWAY PHASE 2 CONSTRUCTION PROJECT

This AGREEMENT FOR CONSTRUCTION STAKING, ENGINEERING CONSTRUCTION PHASE SUPPORT AND QSP SERVICES ("Agreement") effective as of ____________________________, 2016 ("Effective Date"), is by and between the Rancho Simi Recreation and Park District ("District") and Stantec Consulting Services, Inc. ("Consultant").

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

Section 2. **Scope and Performance of Services.**

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

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

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

2.4 Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subconsultant(s), if any, listed in Exhibit B to perform the services required under this Agreement. Consultant shall notify District and obtain District's written approval with respect 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
12.3 Neither Consultant, nor any of Consultant’s officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District’s employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

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

Section 14. Nondiscrimination.

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

Section 15. Unauthorized Aliens.

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

Section 16. Conflicts of Interest.

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

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

Section 17. Confidential Information; Release of Information.

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

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

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

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

Section 18. Indemnification.

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

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

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

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

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

Section 19. Insurance.

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

Section 20. Assignment.

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

Section 21. Termination of Agreement.

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

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

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

Section 22. Default.

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

Section 23. Notices.

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

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

Telephone No. 805-584-4424
Fax No. 805-526-7648
Email: wayne@rsrpd.us

To Consultant: Stantec Consulting Services, Inc.
1327 Del Norte Road, Suite 200
Camarillo, CA 93010-9123
Attention: Ben Fischetti, P.E., Sr. Project Manager

Telephone No.: 805-322-1688
Fax: 805-981-0251
Email: Ben.Fischetti@Stantec.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: STANTEC CONSULTING SERVICES, INC.

By ________________________________
    Ben Fischetti, P.E., Senior Project Manager
Exhibit A

Scope of Services
EXHIBIT A

Arroyo Simi Greenway Phase 2
Construction Staking, Engineering Construction Phase Support
and QST Services
Scope of Work

Understanding of Project Requirements:

It is our understanding that the Rancho Simi Recreation & Parks District (District) is currently bidding the subject project with the intent of beginning construction this summer. The District will be providing the construction staking for the contractor and also would like our assistance for Engineering Construction Support and Qualified SWPPP Practitioner services. The project SWPPP has been previously prepared by Stantec and submitted to the State of California Storm Water Multiple Application and Report Tracking System (SMARTS). The project construction is scheduled to occur from August 15th to October 13th (approximately 9 weeks).

We understand that the project is a Risk Level 2 site. Furthermore we understand that the site will be readily accessible during normal working business hours (M-F; 7:00 am – 5:00 pm) during both construction activities and during rain events. Since the project is anticipated to be constructed between the months of August and October, the construction will occur over the dry period of the year when no discharge testing is required. For the purpose of this proposal, no rain event monitoring has been included; however, it has been listed as a contingency Scope of Work.

The intent of our services is to monitor and inspect the site in accordance with the provisions of the SWPPP and General Permit, identify failures and shortcomings, and direct you or your agents such that repairs or design changes to Best Management Practices (BMPs) can be implemented as soon as possible.

Scope of Work & Services:

Task 1 – Construction Staking:

- Attend pre-construction meeting with client, contractor and subcontractors to discuss staking requirements and scheduling to maximize efficiency.

- Verify existing horizontal and vertical control coordinate system and extend local control points as necessary for construction staking.

- Rough grade staking for access road, slope and swale for stations 1+00 to 12+50 in support of section grading that varies from existing surface.
• Storm drain staking.

• Edge of pavement staking for access road, both sides.

• Wall and fence staking.

• Monument sign staking.

Task 2 – Engineering Construction Phase Support:

This task will consist of providing engineering construction phase support on an as-needed basis. We have assumed a total of eight (8) hours per week for the duration of the project to accomplish the following tasks.

• Attend the pre-construction meeting to answer questions regarding the civil engineering design and coordination.

• Field visits for site construction observation.

• Respond to the Contractor’s request for information.

• Review Contractor’s submittal.

• Final walk-through/punch list review.

• Prepare civil engineering record drawings based on the “as-built” information provided by RSRPD or Contractor.

Task 3 QSP Services:

The State Water Resources Control Board’s Storm Water Construction General Permit (CGP) requires weekly rain inspections of the construction site by a Qualified Storm Water Pollution Prevention Plan Practitioner (QSP) or a trained designee, and the results of these inspections must be uploaded annually and at project completion into the SMARTS system.

Task 3A – Fixed Services:

• Weekly inspection

• Quarterly inspection

• Annual Report

• Notice of Termination (NOT)
Task 3B – As-Needed Contingency Services:

- Pre-rain inspection
- During rain inspection - for extended rain events
- Post rain inspection
- Change of information
- SWPPP amendment

Services Not Included:

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

1. Reimbursable expenses, such as photo copies, postage, shipping/delivery, mileage, prints, maps/documents.

2. Re-staking or replacing any construction stakes, control points and/or survey monuments that have been disturbed by others during the construction of the project.

3. Setting or re-setting of survey monuments, final monumentation, monument preservation and restoration.

4. Boundary surveying, including setbacks and easement locations.

5. As-built surveying, boring locations, shoring and soldier pile locations, pothole locations, and any type of certifications related thereto.

6. Staking related to pavement pattern delineation and striping.

7. Additional staking and surveying beyond those described herein.

8. Geotechnical study or reporting.

9. Testing, coring or excavations of any kind.

10. Full-time construction administration, management, or inspection services.

11. Non-visible pollutant monitoring and sampling associated with a breach, malfunction, leakage, or spill observed during a visual inspection which could result in the discharge of pollutants to surface waters that would not be visually detectable in storm water.
12. Services by consultants other than Stantec, including laboratory analysis of potential non-visible pollutants and their associated storage and transit costs.

13. Rain event monitoring and sampling and post rain event monitoring. We can perform the rain event and sampling and post rain event monitoring on a time and materials basis as detailed in the Task 3B Scope of Work.

14. SWPPP or BMP implementation. Stantec will provide direction to the Contractor or Owner for SWPPP or BMP implementation.

Proposed Fee and Method of Payment:

Our proposed services will be performed on a fixed fee basis and shall be billed monthly.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services, not including reimbursable expenses, will be:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Task 1 – Construction Staking</td>
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<td>Task 2 – Engineering Construction Phase Support</td>
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<tr>
<td>Task 3A – QSP Services (Fixed)</td>
<td>$ 4,500</td>
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<td><strong>TOTAL</strong></td>
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<tr>
<td>Task 3B – QSP Services (As Needed)</td>
<td>$ 4,100 (estimated contingency)</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT AMOUNT</strong></td>
<td><strong>$53,600</strong></td>
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</tbody>
</table>

Additional Services:

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Stantec 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 Exhibit "B", Stantec’s Billing Rate Schedule currently in effect.
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: Ben Fischetti, P.E., Senior Project Manager, Stantec Consulting Services, Inc.

2. Total compensation under this Agreement, including reimbursement for actual expenses, shall not exceed $53,600.

3. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Consultant as such, and 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", Stantec Consulting Services, Inc. Professional Fee Schedule – Effective 2016.
<table>
<thead>
<tr>
<th>Billing Level</th>
<th>Hourly Rate</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1             | $60         | Entry-level position  
|               |             | - Works under the supervision of a senior professional  
|               |             | - Recent graduate from an appropriate post-secondary program or equivalent  
|               |             | - Generally, less than four years' experience  |
| 2             | $68         | Junior Level position  
|               |             | - Independently carries out assignments of limited scope using standard procedures, methods and techniques  
|               |             | - Assists senior staff in carrying out more advanced procedures  
|               |             | - Completes work is reviewed for feasibility and soundness of judgment  
|               |             | - Graduate from an appropriate post-secondary program or equivalent  
|               |             | - Generally, one to three years' experience  |
| 3             | $75         | Fully Qualified Professional Position  
|               |             | - Carries out assignments requiring general familiarity within a broad field of the respective profession  
|               |             | - Makes decisions by using a combination of standard methods and techniques  
|               |             | - Actively participates in planning to ensure the achievement of objectives  
|               |             | - Works independently to interpret information and resolve difficulties  
|               |             | - Graduate from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, three to six years' experience  |
| 4             | $84         | First Level Supervisor or first complete Level of Specialization  
|               |             | - Provides applied professional knowledge and initiative in planning and coordinating work programs  
|               |             | - Adapts established guidelines as necessary to address unusual issues  
|               |             | - Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment  
|               |             | - Graduate from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, five to nine years' experience  |
| 5             | $92         | Highly Specialized Technical Professional or Supervisor of groups of professionals  
|               |             | - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise  
|               |             | - Participates in short and long range planning to ensure the achievement of objectives  
|               |             | - Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures  
|               |             | - Reviews and evaluates technical work  
|               |             | - Graduate from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, ten to fifteen years' experience with extensive, broad experience  |
| 6             | $101        | Senior Level Consultant or Management  
|               |             | - Recognized as an authority in a specific field with qualifications of significant value  
|               |             | - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise  
|               |             | - Independently conceives programs and problems for investigation  
|               |             | - Participates in discussions to ensure the achievement of program and/or project objectives  
|               |             | - Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects  
|               |             | - Graduate from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, more than twelve years' experience with extensive experience  |
| 7             | $109        | Senior Level Management under review by Vice President or higher  
|               |             | - Recognized as an authority in a specific field with qualifications of significant value  
|               |             | - Responsible for long range planning within a specific area of practice or region  
|               |             | - Makes decisions which are far reaching and limited only by objectives and policies of the organization  
|               |             | - Plans/approves projects requiring significant human resources or capital investment  
|               |             | - Graduate from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, fifteen years' experience with extensive professional and management experience  |

<table>
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<tr>
<th>Survey Crews</th>
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<th>Overtime Rate</th>
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</table>

1-3 2016 BC2064
Exhibit C

Insurance
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>
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<tbody>
<tr>
<td>Commercial General Liability</td>
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<td>Business Automobile Liability</td>
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<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.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: September 1, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Recommendation for Approval of a Freeway Maintenance Agreement Between Rancho Simi Recreation and Park District and State of California Department of Transportation in Connection with Alamos Canyon Trail Access

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.

As a result of the joint efforts of the two organizations, The Nature Conservancy and Rancho Simi Recreation and Park District were able to secure the following grants:

California Natural Resources Agency Environmental Enhancement and Mitigation Program (EEMP): $550,000
Santa Monica Mountains Conservancy (SMMC): $530,000
California Wildlife Conservation Board (CWCB): $1,842,126

On August 4, 2016, the Park District Board of Directors approved the Agreement for Purchase and Sale of Real Estate for the acquisition of 326 acres in Alamos Canyon for the purchase price of $2,892,126. The remaining $30,000 in grant funds will be applied towards expenses incurred during the acquisition process.

While it is a valuable wildlife corridor, Alamos Canyon is also a beautiful open space area that will provide a scenic location for passive recreational activities. The EEMP grant agreement
requires the Park District to provide public access to Alamos Canyon, but in addition to that, it is the Park District’s mission to provide additional opportunities for activities such as hiking, horseback riding, and nature observation to the people that the Park District serves.

**Public Access to Alamos Canyon:**

In order to secure access into the canyon, the Park District needed to negotiate agreements with both the County of Ventura and Caltrans:

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. The attached Freeway Maintenance Agreement identifies the encroachment area (which is the path of the access trail across Caltrans right-of-way), and specifies the maintenance duties the Park District agrees to perform within the encroachment area. The Park District has agreed to repair where necessary the existing Caltrans barbed wire fencing, and to be responsible to maintain the roadway section that the access trail utilizes, including providing graffiti removal, sweeping and debris removal when necessary, and providing all signs required for the operation of the multipurpose trail. After the agreement is fully executed, Caltrans will issue the encroachment permit to the Park District.

**Fiscal Impact:**

There is no immediate cost associated with the approval of the Freeway Maintenance Agreement. The costs of initially repairing the barbed wire fencing, preparing the encroachment area for use as a multipurpose trail, and maintaining the encroachment area pursuant to the attached agreement are estimated to be minimal with adequate funding existing within the existing Planning and Maintenance Department budget.
Board Action Requested:

That the Board approve the attached “Freeway Maintenance Agreement with Rancho Simi Recreation and Park District,” and authorize the District Manager to execute the Agreement on behalf of the Rancho Simi Recreation and Park District Board of Directors.

Larry Peterson
District Manager
FMA with Rancho Simi Recreation and Park District, Route 118, Alamos Canyon Road Undercrossing

FREEWAY MAINTENANCE AGREEMENT WITH RANCHO SIMI RECREATION AND PARK DISTRICT

THIS AGREEMENT is made effective this _______ day of ______________, 20___, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the Rancho Simi Recreation and Park District; hereinafter referred to as “DISTRICT” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, DISTRICT is a special district formed in 1961 under the Recreation and Park District Law contained in California Public Resources Code Section 5780 et seq.; to provide parks, recreational services and open space to the residents of the City of Simi Valley and other areas in the County of Ventura; and

2. WHEREAS, DISTRICT proposes to acquire from Waste Management Inc. approximately 326 acres of property north of SR 118 located in Alamos Canyon in the Cities of Simi Valley and Moorpark, County of Ventura, State of California, hereafter referred to as the “Property”; and

3. WHEREAS, DISTRICT proposes under Encroachment Permit 716-NMC-0127 to repair the existing barbed wire located in Alamos Canyon Road Undercrossing of SR 118 and use the Undercrossing for a pedestrian access to connect Oak Park County Park to the Property located in Alamos Canyon to serve as a natural park; and

4. WHEREAS, DISTRICT agrees to obligations and responsibilities of maintenance of Alamos Canyon Road Undercrossing of SR 118 in the vicinity of the State’s right of way.

5. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. DISTRICT agrees to their control and maintenance of those portions affected by DISTRICT as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.

2. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A by a mutual written execution of Exhibit A.
3. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES’ division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.

4. DISTRICT and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.

5. VEHICULAR AND PEDESTRIAN UNDERCROSSENGS

5.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.

5.2. DISTRICT will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, fence, gate, wall surfaces (including eliminating graffiti), drainage inlet (not including the drainage pipe) and V ditch, and facilities that may be required for DISTRICT’s benefit using that undercrossing.

5.3. DISTRICT will request STATE’s District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between DISTRICT roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE’s Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE’s Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

6. MULTI-PURPOSE TRAIL - DISTRICT will maintain, at DISTRICT expense, a safe multi-use trail for use by pedestrians, bicyclists and horseback riders along the entire length of the path by providing sweeping and debris removal when necessary; and all signing required for the operation of the multi-purpose trail.

7. LEGAL RELATIONS AND RESPONSIBILITIES

7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
7.2. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless DISTRICT and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction conferred upon DISTRICT and arising under this Agreement. It is understood and agreed that DISTRICT shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.

8. PREVAILING WAGES:

8.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. DISTRICT must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. DISTRICT agrees to include prevailing wage requirements in its contracts for public work. Work performed by DISTRICT's own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - DISTRICT shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in DISTRICT's contracts.

9. INSURANCE

9.1. SELF-INSURED - DISTRICT is self-insured. DISTRICT agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE.
with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

9.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by DISTRICT's contractor(s), DISTRICT shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and DISTRICT's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.
IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

RANCHO SIMI RECREATION AND PARK DISTRICT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MAVOLM DOUGHERTY
Director of Transportation

Initiated and Approved

By: ____________________________
Larry Peterson, District Manager

By: ____________________________
Deborah Wong, Deputy District Director
Maintenance District 07

As to Form and Procedure

By: ____________________________
Brian A. Pierik, District Counsel

As to Form and Procedure:

By: ____________________________
Attorney
Department of Transportation
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: September 1, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Resolution Confirming that Larry Peterson is the District Manager of the Rancho Simi Recreation and Park District and Confirming the Authority of District Manager Larry Peterson to Sign the Purchase and Sale Agreement for the Acquisition of Alamos Canyon and Confirming the Authority of Larry Peterson to Sign All Other Documents and Take Other Necessary Actions Pertaining to the Alamos Canyon Transaction

SUMMARY

On August 4, 2016, the Board approved the Purchase and Sale Agreement for the acquisition of Alamos Canyon. The District Manager thereafter signed the agreement and forwarded it to Chicago Title together with a request that escrow be opened for the transaction. On August 8, 2016, Chicago Title requested documentation to reflect the District Manager’s authority to sign the agreement. On August 19, 2016, the District Manager forwarded a copy of the approved and signed minutes from the August 4, 2016 Board Meeting. On August 24, 2016, Chicago Title responded by stating that the Minutes do not specify the name of the District Manager, as the signature line states only that Larry Peterson is the District Clerk. Chicago Title is now requesting a Resolution stating the name of the District Manager and specifying that person has the authority to sign the purchase and sale agreement and all other documents pertaining to this transaction.

BOARD ACTION REQUESTED

Approval of Resolution Confirming that Larry Peterson is the District Manager of the Rancho Simi Recreation and Park District and Confirming the Authority of District Manager Larry Peterson to Sign the Purchase and Sale Agreement for the Acquisition of Alamos Canyon and Confirming the Authority of Larry Peterson to Sign All Other Documents and Take Other Necessary Actions Pertaining to the Alamos Canyon Transaction.

[Signature]
Larry Peterson
District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO.__________

APPROVAL OF RESOLUTION CONFIRMING THAT LARRY PETERSON IS THE DISTRICT MANAGER OF THE RANCHO SIMI RECREATION AND PARK DISTRICT AND CONFIRMING THE AUTHORITY OF DISTRICT MANAGER LARRY PETERSON TO SIGN THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF ALAMOS CANYON AND CONFIRMING THE AUTHORITY OF LARRY PETERSON TO SIGN ALL OTHER DOCUMENTS AND TAKE OTHER NECESSARY ACTIONS PERTAINING TO THE ALAMOS CANYON TRANSACTION

WHEREAS, the Board of Directors approved a Purchase and Sale agreement for the District’s acquisition of Alamos Canyon property (hereinafter the “Agreement”) on August 4, 2016 and authorized the District Manager to sign the Agreement; and

WHEREAS, the District Manager, Larry Peterson, thereafter signed the Agreement and forwarded it to Chicago Title together with a request that an escrow be opened for the transaction; and

WHEREAS, Chicago Title is requesting verification that Larry Peterson is in fact the District Manager of the Rancho Simi Recreation and Park District; and

WHEREAS, Chicago Title is also requesting a Resolution confirming that Larry Peterson as District Manager has authority from the Board of Directors of Rancho Simi Recreation and Park District to sign the Agreement; and

WHEREAS, Chicago Title is also requesting confirmation that Larry Peterson as District Manager has authority to sign all other documents pertaining to this transaction,

NOW, THEREFORE, BE IT RESOLVED that: (1) Larry Peterson is the District Manager of Rancho Simi Recreation and Park District and (2) Larry Peterson is authorized by the Board of Directors of Rancho Simi Recreation and Park District to sign the Purchase and Sale Agreement for the acquisition of Alamos Canyon and (3) Larry Peterson is authorized by the Board of Directors of the Rancho Simi Recreation and Park District to sign all other Documents and take all other necessary actions pertaining to Alamos Canyon transaction.

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on September 1, 2016 at 1692 Sycamore Drive, Simi Valley, CA 93065, on a motion by Director

Ayes:

Noes:

Absent:

Chair of the Board of Directors
Rancho Simi Recreation and Park District
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DATE: September 1, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of a Resolution Authorizing Submission of a Grant Application to the California Wildlife Conservation Board for the Acquisition of the 371-acre Joncich Simi Hills Property and Entering into a Grant Agreement with the California Wildlife Conservation Board

SUMMARY

On May 26, 2016, the Board of Directors authorized the submission of a Proposition 1 Grant Application to the Santa Monica Mountains Conservancy (hereinafter the "Conservancy") for the acquisition of the 371-acre Joncich property located in the Simi Hills just east of Sage Ranch Park. See attached staff report. The Conservancy awarded Rancho Simi Recreation and Park District the amount of $500,000 towards the purchase of the subject property. On May 4, 2016, the Mountains Recreation and Conservation Authority approved the use of Caltrans mitigation funds, in an amount of $100,000.

The tentative purchase price of the property is $2,150,000, leaving a funding deficit of $1,550,000. Staff herein recommends the Board authorize the submission of a grant application to the California Wildlife Conservation Board (hereinafter "WCB") for the amount of $1,550,000, with authority to the District Manager to make adjustment to that amount as the application is prepared and submitted.

If approved, staff will continue to work with the Conservancy's staff in the development of the grant application. In that process the WCB will require the District to enter into a Grant Agreement. Attached is a draft Grant Agreement, for your review. The District has previously entered into a similar Grant Agreement in connection with its proposed acquisition of Alamos Canyon.

**Fiscal Impact:** There is no direct fiscal impact to the District associated with the approval of this Resolution and Grant Agreement. If the WCB grant is awarded, the WCB could impose restrictions upon the District's receipt of grant funds, which could include a request that the District contribute funds towards the acquisition of the property. Should that occur the item will be returned to the Board of Directors for further consideration.
RECOMMENDATION

Staff recommends the Board approve the Resolution Authorizing Submission of a Grant Application to the California Wildlife Conservation Board for the Acquisition of the 371-acre Joncich Simi Hills property and Entering into a Grant Agreement with the WCB.

Larry Peterson
District Manager
RESOLUTION NO. ________

RESOLUTION OF THE RANCHO SIMI RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS AUTHORIZING SUBMISSION OF A
GRANT APPLICATION TO THE CALIFORNIA WILDLIFE
CONSERVATION BOARD FOR THE ACQUISITION OF
THE 371-ACRE JONCICH SIMI HILLS PROPERTY
[APNS 646-0-170-040 AND 649-0-010-415] AND
ENTERING INTO A GRANT AGREEMENT WITH THE
CALIFORNIA WILDLIFE CONSERVATION BOARD

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

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

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

WHEREAS, the Board of Directors of the Rancho Simi Recreation and Park District is pursuing the fee
acquisition of 371 acres of land known as Joncich Simi Hills Property, located in the County of Ventura,
for the protection of public open space, protection of plant and animal habitat corridors, and to provide
public outdoor recreation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Rancho Simi Recreation
and Park District hereby:

1. FINDS that acquisition of the identified property is exempt from the provisions of the California
   Environmental Quality Act (Categorical Exemption, Section 15313, Class 13);
2. FINDS that the identified property possesses high ecological and habitat value;
3. FINDS that the use of referenced grant funds for acquisition of the identified property is an
   appropriate expenditure;
4. ADOPTS the staff report and recommendation for this item;
5. AUTHORIZES the submission of a grant application to the California Wildlife Conservation
   Board and the execution of a California Wildlife Conservation Board Grant Agreement for
   Acquisition of Fee Interest and the acceptance of grant funds for the purpose of acquisition of the
   identified property;
6. AUTHORIZES the acceptance of fee title to the identified property; and
7. AUTHORIZES the District Manager of the Rancho Simi Recreation and Park District to do any
   and all acts necessary to carry out this resolution, including making adjustment to the amount of
   the grant sought, and any recommendations made by the Governing Board.
The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on September 1, 2016, at 1692 Sycamore Drive, Simi Valley, CA 93065, on a motion by Director

Ayes:

Noes:

Absent:

Abstain:

Chair of the Board of Directors  
Rancho Simi Recreation and Park District
Previous Staff Report Re Authorization to Submit Grant and Enter Grant Agreement with the Santa Monica Mountains Conservancy
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 26, 2016

TO: District Manager

FROM: Senior Management Analyst

SUBJECT: Approval of a Resolution Authorizing Submission of a Proposition 1 Grant Application to the Santa Monica Mountains Conservancy for the Acquisition of the 371-acre Joncich Simi Hills Property and Entering Into a Grant Agreement with the Conservancy.

Background:

The approximately 371-acre Joncich property is located in the Simi Hills just east of the Santa Monica Mountains Conservancy's Sage Ranch Park. The property is a major component of the inter-mountain range habitat linkage that connects the Santa Susana Mountains to the Simi Hills via the Santa Susana Pass. A portion of the Rim of the Valley Trail (North American Cutoff Road) courses through the subject property. The ownership consists of APNs 646-0-170-040 and 649-0-010-415 both wholly within Ventura County. The property drains both to the Arroyo Simi and the Los Angeles River watersheds.

These parcels are part of a Conceptual Area Protection Plan (CAPP) that was recently fully approved by the California Department of Fish and Wildlife (CDFW). An approved CAPP is a requirement for funding from the Wildlife Conservation Board (WCB). There is a willing seller and an appraisal approved by the State Department of General Services (DGS) as submitted by the Mountains Recreation and Conservation Authority (MRCA). The May 2014 appraisal may need to be updated by DGS but land values have not declined during the interim.

Rancho Simi Recreation and Park District (District) staff has been working with the MRCA staff and a local CDFW representative to pursue the acquisition. That pursuit includes a proposed District application to Wildlife Conservation Board (WCB) for funding. To maximize the odds of receiving substantial WCB funding, the consensus was that the District should be the agency submitting grant applications and be the initial, and potentially permanent, fee simple landowner and manager of the property.

Matching funding is critical to secure a substantial grant from the WCB. The proposed action to request Proposition 1 funding from the Santa Monica Mountains Conservancy (Conservancy) is a step toward securing adequate matching funds for the acquisition. The Conservancy Proposition 1 grant program accepts applications quarterly. The application is not complex. The next submittal deadline is May 31, 2016. The Conservancy staff would
score the application and the Conservancy would consider the application at its June 27, 2016 meeting.

The WCB also meets quarterly but requires a complete grant application and verification of matching funding sources approximately eight weeks prior to scheduled meetings. The subject property does not qualify for WCB Proposition 1 funding, which is focused on stream function, and thus there is extreme competition for dwindling non-Proposition 1 WCB funding both statewide and particularly in southern California. With any chance of making the WCB’s August meeting, and even to carve out a staff recommendation for WCB funding for the November meeting, it is imperative to make the Conservancy’s May-June Proposition 1 grant round.

District staff has consulted the Conservancy staff about the competitiveness of the subject application. The property is a good fit for the funding source. There is a substantial USGS blueline stream on the Arroyo Simi watershed portion of property. Staff recommends an application seeking $485,000. A small portion (less than $25,000) would cover District staff time and any associated expenses. The total property acquisition cost is approximately $3,000,000.

At its May 4, 2016 meeting, the MRCA approved a grant of up to $199,000 to the District for the subject acquisition. This mitigation funding source is from past Caltrans Rocky Peak 118 freeway interchange work. Caltrans has approved the Joncich property for use of the funding. The WCB staff has confirmed that this particular mitigation funding was acceptable to the WCB for matching funding.

The District staff has not yet taken any formal action on the subject property. The proposed roadmap is for the District to apply to the Conservancy and the WCB for funding and to be the acquisition and long-term operations entity. Time is tight to secure potential WCB funding in 2016.

**Fiscal Impact:** There is no direct fiscal impact to the District associated with the approval of this Resolution and Grant Agreement. If the Conservancy grant is awarded, the Conservancy could impose restrictions upon the District’s receipt of grant funds

**Board Action Requested:**

That the Board approve the Resolution Authorizing Submission of a Proposition 1 grant application to the Santa Monica Mountains Conservancy for the Acquisition of the 371-acre Joncich Simi Hills property and Entering Into a Grant Agreement with the Conservancy.

Robin Walker
Senior Management Analyst
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. _________

RESOLUTION OF THE RANCHO SIMI RECREATION AND PARK DISTRICT BOARD OF DIRECTORS AUTHORIZING SUBMISSION OF A PROPOSITION 1 GRANT APPLICATION TO THE SANTA MONICA MOUNTAINS CONSERVANCY FOR THE ACQUISITION OF THE 371-ACRE JONCICH SIMI HILLS PROPERTY AND ENTERING INTO A GRANT AGREEMENT WITH THE CONSERVANCY

WHEREAS, the Santa Monica Mountains Conservancy is conducting a third grant cycle for Proposition 1 funding; and

WHEREAS, the Rancho Simi Recreation and Park District is eligible to apply for said Proposition 1 funding; and

WHEREAS, the 371-acre Joncich property in the Simi Hills comprised of APNs 646-0-170-040 and 649-0-010-415 contains the water and watershed resources consistent with the objectives of Proposition 1 and the Conservancy’s adopted Proposition 1 Competitive Grant Program Guidelines; and

WHEREAS, the Board of Directors of the Rancho Simi Recreation and Park District is pursuing the fee acquisition of 371 acres of land known as the Joncich Property, located in the County of Ventura, for the protection of water resources, public open space, protection of plant and animal habitat corridors, and to provide public outdoor recreation.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Rancho Simi Recreation and Park District hereby:

1. FINDS that acquisition of the identified property is exempt from the provisions of the California Environmental Quality Act (Categorical Exemption, Section 15313, Class 13);
2. FINDS that the identified property possesses high ecological, habitat, and watershed value;
3. FINDS that the use of referenced grant funds for acquisition of the identified property is an appropriate expenditure;
4. ADOPTS the staff report and recommendation for this item;
5. AUTHORIZES submission of a Proposition 1 grant application to the Santa Monica Mountains Conservancy in an amount not to exceed $500,000 to acquire APNs 646-0-170-040 and 649-0-010-415;
6. AUTHORIZES the execution of a Santa Monica Mountains Conservancy Grant Agreement for Proposition 1 funding and the acceptance of said grant funds for the purpose of acquisition of the identified property;
I, Larry Peterson, Clerk of the Board of Directors of the Rancho Simi Recreation and Park District, Simi Valley, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. ______ approved by the Rancho Simi Recreation and Park District Board of Directors at its meeting on May 26, 2016.

Clerk to the Board of Directors
Rancho Simi Recreation and Park District
DRAFT GRANT AGREEMENT

CALIFORNIA WILDLIFE CONSERVATION BOARD
CALIFORNIA WILDLIFE CONSERVATION BOARD
GRANT AGREEMENT
FOR
ACQUISITION OF FEE INTEREST

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

Phone: (805) 584-4400
Fax: (805) 526-0725

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

Project Name: Chatsworth – Simi Divide CAPP

Project Location: Ventura County

WCB Grant Agreement Number: ________

WCB Project ID: ________

Grant Agreement Amount: Not to exceed $1,550,000

Notices to be addressed to:

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

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

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

Pursuant to Chapter 4 of Division 2 (commencing with Section 1300) of the California Fish and Game Code and Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Prop. 84), Section 75055(b), the Wildlife Conservation Board ("Grantor") hereby grants Rancho Simi Recreation and Park District, a Special District ("Grantee"), a sum not to exceed One Million Five Hundred Fifty Thousand Dollars ($1,550,000.00) ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for Acquisition of Fee Interest ("Agreement").

2. **PURPOSES OF GRANT**

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of the project (the "Project") described as: Grantee’s acquisition of fee title to approximately 371 acres of land known as the Sage Ranch Connector within the Chatsworth Simi Divide Conceptual Area Protection Plan (CAPP), located in the County of Ventura, California (the "Property"). The Property is more particularly described in Exhibit A attached to this Agreement.

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

3. **CONDITIONS OF GRANT**

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

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

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

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

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

4. DISBURSEMENT PROCEDURE

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

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

a. Name and address of Grantee;

b. Project Name and Number of Grant Agreement;

c. Dollar amount and purpose of disbursement;

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

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

4.2. After receipt of the Disbursement Request, Grantor will promptly and timely (estimated to be 45 working days from the date Grantor receives the Disbursement Request) disburse an amount not to exceed One Million Five Hundred Fifty Thousand Dollars ($1,550,000.00) into the designated escrow account.

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

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

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

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

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

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

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

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

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

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

6. BREACH AND DEFAULT

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

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

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

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

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

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

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

8. NONPROFIT ORGANIZATION GRANTEE

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

9. **TERM**

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

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

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

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

10. **LIABILITY; MODIFICATIONS; INTERPRETATION**

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

10.2. This Agreement may be modified only by written amendment signed by Grantor and Grantee. No prior or contemporaneous oral understanding or agreement not incorporated in this Agreement shall be binding on either of the
10.3. All references herein to "Grantee" are intended to refer to Grantee or its designee, successor or assignee as may be approved by Grantor.

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

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

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

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

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

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

11. CONDEMNATION

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

12. **AUDIT**

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

13. **UNION ORGANIZING**

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

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

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

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

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

14. **NON-DISCRIMINATION**

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

15. EXHIBITS

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

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

16. AUTHORIZATION

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

17. NON-AVAILABILITY OF FUNDS

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

IN WITNESS WHEREOF, this Agreement is made and entered into this ___ day of __________, 2016, in the State of California, by and between the Wildlife Conservation Board and Rancho Simi Recreation and Park District, each of which hereby agrees to the terms and conditions referenced on pages 1 through 10, along with Exhibits A through D, of this Agreement.
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: ___________________________
   John P. Donnelly

Title: Executive Director

Date: ________________________

GRANTEE:
Rancho Simi Recreation and Park District

By: ___________________________
   Larry Peterson

Title: District Manager

Date: ________________________
FUNDING CERTIFICATION:

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

________________________________________________________________________
Fiscal Officer                                                   Date

Grantee: Name: Rancho Simi Recreation and Park District
Address: 1692 Sycamore Drive, Simi Valley CA 93065
Attn: Larry Peterson, District Manager
Phone: (805) 584-4400
Fax: (805) 586-7648

WCB Grant Agreement #: WC-
Agreement Item: _____ to _______

WCB Grant Amount: Not to exceed $1,550,000.00

Fund Source:

Appropriation Item: Chapter _____________, Statutes of ____________
Item ________________

Expenditure Code:
EXHIBIT A

(Legal Description)
EXHIBIT B

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

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

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

Project Name: Santa Susana Natural Area CAPP - ____________  
County: Ventura  

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

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of ______, 2016,  
is made by Rancho Simi Recreation and Park District ("Grantee") and recorded  
congruently with the Deed described below, to provide notice of an agreement between  
Grantee and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the  
State of California, affecting the real property described below.  

1. WCB and Grantee have entered into the California Wildlife Conservation  
Board Grant Agreement for Acquisition of Fee Interest, Grant Agreement No. ______  
("Grant" or "Agreement"), pursuant to which WCB grants to Grantee certain funds for  
Grantee’s acquisition of fee title to approximately 371+/- acres of real property located in  
the County of Ventura, California (the "Property"), by Grant Deed (the "Deed") from Mark  
Jonchich. The Property is legally described in Exhibit A attached to this Notice and  
incorporated in it by this reference. Initial-capitalized terms used in this Notice and not  
otherwise defined shall have the meaning set forth in the Grant.  

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEE:

Rancho Simi Recreation and Park District

By: ________________________________

Print Name: Larry Peterson

Title: District Manager

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

DATE: September 1, 2016

TO: Board of Directors

FROM: District Manager

SUBJECT: Selection of Candidate to Serve as Special District Alternate Member to the Ventura Local Agency Formation Commission ("LAFCO")

SUMMARY

The Ventura Local Agency Formation Commission ("LAFCO") has distributed the attached ballot that lists five nominated candidates vying for the position of Alternate Special District Member. Those candidates are:

Russ Baggerly  Ojai Valley Sanitary District
Robert Eranio  United Water Conservation District
Al Fox         Camrosa Water District
Mike Mishler   Pleasant Valley Recreation and Park District
Andy Waters   Calleguas Municipal Water District

Statements from each of these candidates are attached.

BOARD ACTION REQUESTED

Staff recommends the Board vote for a candidate to serve as the special district alternate member to the Ventura Local Agency Formation Commission.

Larry Peterson
District Manager
OFFICIAL BALLOT
INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Alternate Special District Member to the Ventura LAFCo

Rancho Simi Recreation and Park District

This is the Official Ballot for the Independent Special Districts Selection Committee for the purpose of electing one special district alternate member to the Ventura LAFCo. The election consists of five candidates (listed below in alphabetical order) for special district alternate member of the Ventura LAFCo to fill the unexpired four-year term ending January 1, 2019.

VOTE FOR ONLY ONE CANDIDATE

A minimum of 16 qualified votes must be returned by the deadline to establish a quorum of the Independent Special Districts. Should no candidate receive a majority of the qualified votes, a subsequent election among the two candidates receiving the highest number of votes will be conducted.

PLEASE RETURN THIS SIGNED BALLOT, VIA CERTIFIED MAIL, to the Ventura LAFCo, 800 S. Victoria Avenue, Ventura, CA 93009-1850, or if previous consent has been given to conduct this election via e-mail, send your signed ballot to kai.luoma@ventura.org. All Ballots MUST be signed by the district president/chair or presiding officer of the board and received by 5 P.M. Friday, October 14, 2016 to be considered.

As the District President, Chair or Presiding Officer, I duly certify that the Rancho Simi Recreation and Park District does hereby cast its ballot as follows:

(Please mark the box next to the name of one candidate to cast the District’s vote)

☐ Russ Baggerly  Ojai Valley Sanitary District
☐ Robert Eranio  United Water Conservation District
☐ Al Fox  Camrosa Water District
☐ Mike Mishler  Pleasant Valley Recreation and Park District
☐ Andy Waters  Calleguas Municipal Water District

Board President/Chair/Presiding Officer (print name)  Board President/Chair/Presiding Officer (Signature)

Date

County Government Center • Hall of Administration • 800 S. Victoria Avenue • Ventura, CA 93009-1850
Tel (805) 654-2576 • Fax (805) 477-7101
www.ventura.lafco.ca.gov
August 24, 2016

President/Chair of the Board
Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065

RE: Ballot for Election of a Special District Alternate Member to the Ventura LAFCo

Dear President/Chair of the Board:

Enclosed please find your Official Ballot for the election of a special district alternate member to the Ventura LAFCo. This election is being conducted by mail pursuant to California Government Code Section 56332(c) (or by email, if consent has been received by your District - see enclosed list of those districts which have consented to email), and is consistent with the Rules and Regulations of the Ventura County Independent Special Districts Selection Committee.

The term of Commissioner Bruce Dandy, a regular special district member of LAFCo, will expire on January 1, 2017. Pursuant to the Rules and Regulations of the Ventura County Independent Special Districts Selection Committee, current special district alternate member Mary Anne Rooney will automatically be seated as a regular special district member representing special districts and will start a new four-year term January 1, 2017.

This election is to select a new special district alternate member to the Ventura LAFCo. Whomever is elected will fill the remainder of the current four-year term that started on January 1, 2015. On January 1, 2019, when the term of current regular special district member Elaine Freeman expires, the special district alternate member will start a new four-year term as a regular special district member representing special districts, and a subsequent election to fill the new special district alternate member term will be conducted.

A total of five candidates have been nominated. Each is listed alphabetically on the Official Ballot and a copy of each candidate’s statement is enclosed.
INSTRUCTIONS

• Use the enclosed Official Ballot to vote for only one candidate.
• The Ballot must be signed by the district president/chair or presiding officer.
• All ballots being returned via US Mail must be returned via CERTIFIED MAIL to the Ventura LAFCo at the address listed above. Districts that have previously consented to conduct this election via email can email a copy of the signed ballot to: kai.luoma@ventura.org.
• BALLOTS MUST BE RECEIVED BY 5:00 p.m. FRIDAY, OCTOBER 14, 2016. (Ballots received after 5:00 p.m. Friday, October 14, 2016 will not be counted.)

There are 30 independent special districts eligible to vote in this election. At least 16 districts must return completed/signed ballots to achieve a quorum. If a quorum is achieved, the winning candidate must receive a majority of the qualified votes cast. Should no candidate receive a majority of the qualified votes, a subsequent election among the two candidates receiving the highest number of votes will be conducted. In the event of a tie for the highest number of votes, LAFCo will conduct a run-off election between those candidates.

The election results will be mailed to each district no later than Friday, October 21, 2016. Please let us know if you have questions.

Sincerely,

Kai Luoma
Executive Officer

Enclosures
RUSS BAGGERLY
russ.baggerly65@gmail.com
August 26, 2014

PROFESSIONAL EXPERIENCE

Elected Official, Policy and Political Analyst, Environmental Consultant

✦ Record of effective policy research and development for county and state legislation.
✦ Legal knowledge of topics from air quality to zoning.
✦ Possesses skills for developing public policy to fit real world situations, directing effective meetings, and developing consensus between conflicting interests.
✦ Involved in various political campaigns and initiative actions.
✦ Experienced in reviewing environmental documents, public administrative issues, and effective public speaking.

POSITIONS

Elected/Appointed/Volunteer Public Positions

Elected Official, Casitas Municipal Water District - 2004 to present
Received the endorsement and support of S.E.I.U. Local 721, 2004
   Executive Committee
   Water Resources Committee
   Ventura River Watershed Council
   Watersheds Coalition of Ventura County – Steering Committee

Elected Official, Ojai Valley Sanitary District 1996 to present
   Executive Committee
   Environmental Committee
   Ventura River Nutrient Assessment Committee
   Unpermitted Connection Committee
   Habitat Conservation Plan Committee

California Sanitation Risk Management Authority
   Executive Board Member 2006-2012
   Executive Board President 2011 to present

Elected Official, Ojai Valley Municipal Advisory Council 1996 to 2012

Ojai Basin Groundwater Management Agency, 2004 to present
Watershed U, University of California Cooperative Extension,
   Presenter/Moderator, Ventura, CA 2012
Air Pollution Control District, Clean Air Advisory Committee
Friends of the Santa Clara River, Board Member
Ormond Beach Task Force, Chairman
Citizens to Preserve the Ojai, Administrative Director, 1988 to 1989
Environmental Coalition, Board Member, 1987 to 1990,
   President 1990 to 2005
Environmental Defense Center, Board Member, Santa Barbara, 1989 to 1990
Robert Eranio  As Secretary/Treasurer of United Water Conservation District’s Board of Directors, Mr. Eranio represents Division 3 which includes a portion of the City of Ventura. He first served on the Board of Directors from December 1998 to November 2000, representing Division 2, and he returned to the Board to represent Division 3 in December 2002. He served as President of United’s board from January 2010 to 2012. He has worked in hands-on positions in the California water industry since 1986, and holds numerous professional certifications, including a Grade 5 water treatment operator license and a Grade 5 water distribution operator license and he is a cross-control specialist. Mr. Eranio has participated in many local water-related projects, including the City of Port Hueneme’s Urban Water Management Plan and Hazardous Waste Collection events, the City of Oxnard’s GREAT Program, and numerous Capital Improvement Projects for Crestview Mutual Water Company in Camarillo, where has been General Manager since 1995. He also runs a consulting business specializing in Operations & Maintenance and financial administration for multiple water districts in Ventura County.
AL FOX

Served 21 years in the Navy, advancing through the ranks from Airman Recruit to Lieutenant.

Served aboard three aircraft carriers, all operating in the Gulf of Tonkin during the Vietnam War.

The last assignment was Aircraft Scheduling Officer for the Squadron that supported the National Science Foundation, including 17 countries in the Antarctica. In addition to that responsibility, I was a volunteer on the Navy’s Parachute Rescue Team in the Antarctica.

Since retiring from the Navy in 1977, my wife Cindy and I have made our home in Camarillo.

I have four decades of experience as a Broker/Owner of a real estate company in Ventura County. While managing my multi-office operation, I also served on many of the Realtor Association’s committees and served as President of the Camarillo Association of Realtors. I was voted as “Realtor of the Year” in 1984.

Elected as a Director on the Camrosa Water District in 1997, with continuous service to present, serving two terms as President.

I served on the Fox Canyon Groundwater Management Agency.

I am a former President of the Association of Water Agencies of Ventura County, and currently serving as Secretary of the Association. I was honored as “Director of the Year” for this association in 2014.

Former President of the Ventura County Special Districts Association.

As I have stated above, I am not only concerned about my District, but am concerned about Ventura County, therefore I am soliciting your Districts vote for the LAFCo position.

Al E. Fox
EDUCATION & EXPERIENCE

EDUCATION:
- B.S. in Geophysics, SDSU
- M.S. in Hydrogeology, SDSU

ELECTED OFFICE:
- Director, PVRPD
  - Santa Monica Mountains Conservancy, Advisory Committee
  - Naval Base Ventura County Joint Land Use Study, Technical Committee

ASSOCIATIONS:
- Vice President, Ventura County Special Districts Association
- Coast Geological Society

COMMUNITY INVOLVEMENT:
- Regional Commissioner, AYSO Camarillo 1996-1999
- High School JV soccer coach, 2 years

AWARDS:
- AYSO Region 68 Dave Winters Award
- PVRPD Volunteer of the Year 2010

SOME COMMUNITY ACCOMPLISHMENTS:
- Identified over $35,000 in annual PVRPD electrical cost reductions.
- Identified major errors in two City of Camarillo traffic computer models.

In 1990, I recognized an opportunity to expand Mission Oaks Park from 10 to 20 acres by convincing the developer to agree to land swap/resizing. After convincing them to agree to the plan, I obtained PVRPD approval of the plan, got a sign off from Pleasant Valley School District for right-of-first refusal and worked with the developer to eventually obtain city approval.

When I started as Regional Commissioner of AYSO Region 68, the program only had $186 in savings. When I left three years later, the program had over $60,000 in savings, while still expanding in terms of players and volunteers.

Created first region based AYSO Spring Season program in Ventura County.

PROFESSIONAL CAREER:

WESTERN GEOPHYSICAL CO.

In the 70s, I ran 30 men geophysical seismic crew in Alaska. During that time, I interfaced with many state and federal agencies.

Photo shows abandoned polar bear cub rescued by our crew (when I still had hair on my head).

WOODWARD & CLYDE ENGINEERING CO.

Worked as a groundwater and engineering geologist. Included work on E.I.R.s and interfacing with local government agencies in the San Diego area.

EXXON geologist for 21 years

- Drilled production wells, including 8 mile reach wells from Harmony/Platform each costing more than $5,000,000.
- Built complex 3D geologic computer models that integrated hundreds of engineering and geologic parameters.
- Worked last 6 years in Exxon HQ as Data Manager/Coordinator for worldwide operations. Included finding solutions that would work across a variety of competing interests. Successful project manager. Occasionally advised foreign government officials regarding setting up new departments.

SOME KEY SKILL SETS:
- I understand the technical aspects of land use and complex water issues facing Ventura County.
- As a successful project manager, I can recognize opportunities and identify possible problems. I know how to ask the right questions.
- I have a long personal and professional history of effectively interfacing with many different types of individuals, groups, and viewpoints.
- I have the vision and experience to find solutions that address long term issues and not just solely focus on addressing current challenges.

THANK YOU FOR YOUR CONSIDERATION

Phone: 805 377-9068   email: mikkem3@gmail.com
Andy Waters

Director Waters would bring knowledge of the community, agriculture, and water resources to LAFCo.
He wants to see agriculture and water resources operated sustainably for generations to come.

Community

Director Waters was born in Thousand Oaks and grew up in Moorpark. He is a fourth generation farmer, with a family tradition of community service. His grandfather was on the committee that formed Calleguas Municipal Water District in the early 1950s to bring imported water into Ventura County. His father served on water agency boards in the Moorpark area and brought Director Waters to Fox Canyon Groundwater Management Agency meetings when he was still a teenager.

Agriculture

After graduating from Moorpark High School, Director Waters attended Cal Poly San Luis Obispo, majoring in agriculture. Knowing that farming was his lifelong passion, he returned to work for the family farm in Ventura County. He and his wife Heather have settled in Moorpark with their two daughters and their dog, Goose. He currently works with his brother managing the family business, growing berries, avocados, and vegetables in the unincorporated areas near Moorpark and Oxnard. He also serves as a board member for a commercial packing house.

Water Resources

Director Waters is continuing the family tradition of leadership in water resources. He serves as a board member for Thermic Mutual Water Company and Berylwood Heights Mutual Water Company. He is a member of the advisory committee for Ventura County Waterworks District No. 1 and chairs the Las Posas Basin Users Group. He represents mutual water agencies as an alternate member of the Fox Canyon Groundwater Agency Board of Directors. At Calleguas, he serves as Treasurer and is a member of the Groundwater and Finance Committees.

2100 Olsen Road
Thousand Oaks, CA 91360
(805) 579-7111