Rancho Simi Recreation and Park District Board of Directors Meeting

AGENDA
December 6, 2018; 6:30 pm
Activity Room No. 3
Rancho Simi Recreation and Park District Activity Center
4201 Guardian Street, Simi Valley, CA 93063
(805) 584-4400; www.rsrpd.org

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

4. APPROVAL OF MINUTES
   a. Special Meeting – November 14, 2018

5. SCHEDULED ITEMS AND PUBLIC HEARINGS
   a. Presentation of the Full Time Employee of the Month Award for November 2018 to Jose Anaya
   b. Presentation of the Part Time Employee of the Month Award for November 2018 to Brian Egan
   c. Recognition of Board Member Gene Hostetler
   d. Administer Oath of Office to Members Elected to the Board of Directors on November 6, 2018 at the General Election
   e. Extend Privilege of Floor to Newly Elected Board Members

RECESS TO RECEPTION

6. ROLL CALL

7. SCHEDULED ITEMS AND PUBLIC HEARINGS
   b. Election of Chair of Board of Directors for 2019
c. Election of Vice Chair of the Board of Directors for 2019

8. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director’s request.)

Approval of Check Registers: 11/15/18 (Accounts Payable); 11/9/18 (Payroll)

9. CONTINUED BUSINESS - NONE

10. NEW BUSINESS

   a. Approval of the Rancho Simi Recreation and Park District Board Schedule for 2019 Meetings, Workshops and Conferences

   b. Approval of Resolution 1967 Modifying District Policy Manual Chapter 12 Facility Use Fee Schedule

   c. Approval of Permit Agreements for Use of Recreational Facilities by Santa Susana Baseball League, Simi Valley Baseball League and Simi Valley Girls Softball League

   d. Approval and Adoption of Part-time Employee Pay Schedule effective December 28, 2018

11. WRITTEN COMMUNICATIONS OF NOTE

12. REPORTS BY BOARD MEMBERS

13. REPORT BY DISTRICT MANAGER

14. CLOSED SESSION

   a. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

      Agency Designated Representative: District Manager

      Employee Organization: Unrepresented Part Time Employees

15. 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.
Rancho Simi Recreation and Park District
Board of Director’s Special Meeting

MINUTES

November 14, 2018 6:30 p.m.
Rancho Simi Recreation and Park District
4201 Guardian Street, Activity Room 3
Simi Valley, CA 93063
(805) 584-4400; www.rsrpd.org

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – The meeting was called to order at 6:30pm by Chair Johnson. The Pledge of Allegiance was led by Chair Johnson.

2. ROLL CALL – Director Abele, Director Hostetler, Director O’Brien, Vice Chair Freeman, and Chair Johnson were in attendance. The following staff were in attendance: Julian Almaraz, Larry Dolley, Tracy Engel, Ron Goldberg, Dan Paranick, Theresa Pennington, Legal Counsel Brian Hamblin, Brian Reed, Cyndi Richards, Jim Rosales and Gina Viecco. Guests in attendance included Brian Dennert.

   District Manager Dan Paranick requested the addition of an emergency item to the agenda due to a significant incident. Staff is requesting Resolution 1965 be added as item 8.c. Vice Chair Freeman moved to add this item to the Agenda. Director O’Brien seconded the motion. The motion carried with a unanimous vote.

3. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA) – Cyndi Richards addressed the Board to comment on the Veteran’s Day Celebration held on Sunday November 11, 2018. It was a great event, thank you to District staff and the Board for hosting a great Veteran’s Day memorial. Ms. Richards pointed out the hard work of Volunteer Coordinator Jeannie Liss, Carolyn Valdez and the Maintenance staff, they all did an excellent job.

4. APPROVAL OF MINUTES

   a. Regular Meeting – November 1, 2018 – Director O’Brien moved to approve the Minutes as written. Director Hostetler seconded the motion. The motion carried with a unanimous vote.

5. SCHEDULED ITEMS AND PUBLIC HEARINGS

   a. Presentation of the Part-time Employee of the Month for October 2018 to Julian Almaraz – Director of Administration Theresa Pennington presented Mr. Almaraz with his plaque and check. The Ranger Program has been in a transitional period and Mr. Almaraz has really stepped up and assisted wherever needed. Mr. Almaraz thanked the Board and his co-workers. Ranger Jim Rosales commended Almaraz for a job well done.
6. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director’s request.)

   a. 10/26/18 Payroll Check Register; 10/31/2018 Accounts Payable Check Register – The Board had no questions for staff. Director Hostetler moved to approve the Consent Agenda. Vice Chair Freeman seconded the motion. The motion carried with a unanimous vote.

7. CONTINUED BUSINESS

   a. Consideration of Letter of Support Relating to the Federal Land and Water Conservation Fund – The staff report was presented by District Manager Dan Paranick. Board members requested additional information before approving this item. Paranick provided information regarding specific projects and the funding received by the District from this Fund. Director O’Brien asked what happens if funds are not disbursed. Vice Chair Freeman answered that it then gets directed to a different fund. O’Brien requested that additional text be added to the letter requesting any funds received by the District be used for maintenance of existing resources as opposed to new acquisitions. Chair Johnson felt this would be a good idea and agreed with the addition to the letter. Director Abele commented he is intending to vote no. He feels this is not the best use of federal funds and the District has not received any money from this fund since 2004. Abele also requests it be noted in the letter this was not a unanimous vote by the Board. Freeman thanked staff for the time and research in gathering additional information. Director Hostetler moved to approve the letter with the requested additional text added. Vice Chair Freeman seconded the motion. The motion carried with a 4 to 1 vote as follows:
      Abstain:
      Ayes: Directors Freeman, Hostetler, Johnson and O’Brien
      Noes: Director Abele
      Absent:

8. NEW BUSINESS

   a. Selection of Candidates to Serve as Special District Regular Member and Special District Alternate Member to the Ventura Local Agency Formation Commission (“LAFCO”) – The staff report was presented by District Manager Dan Paranick. Staff is requesting the Board to select one candidate for a Regular Member and Alternative member. After a brief discussion the Board made their selections for the vote.

      Director Hostetler moved to select Elaine Freeman as the Regular Member. Director Abele seconded the motion. The motion carried with a unanimous vote.

      Vice Chair Freeman moved to vote for Jack Curtis as the Alternate Member. Chair Johnson seconded the motion. The motion carried with a 4 to 1 with Director Abele voting for Andy Waters.
b. Rejection of All Bids Received for the Tree Trimming and Pruning Services at Various District Parks Project and Authorization to Resolicit Bids for the Project in the month of March 2019 – The staff report was presented by District Manager Dan Paranick. The lowest bid received this year is 41% higher than last year’s bid even though the scope of the work has been reduced. Staff would like authorization to reject all current bids and resolicit bids for this project. Director O’Brien and Vice Chair Freeman both inquired if there were any trees presenting a current hazard. Paranick responded there are no hazardous items the District is aware of at this time. Director Hostetler moved to authorize the rejection of the current bids and allow staff to resolicit. Director O’Brien seconded the motion. The motion carried with a unanimous vote.

c. Adoption of Resolution 1965 declaring a Local State of Emergency and Authorizing Emergency Related Procedures in Response to the Woolsey Fire and Related Incidents – The staff report was presented by District Manager Dan Paranick. The District already has crews doing cleanup work, and staff is assessing damages in Oak Park and Simi Valley. So far there is $1.7 million in estimated damages in Oak Park and $30,000 for Simi Valley. Staff is also working on debris flow mitigation. The District is in the process of completing a professional cleaning of the Oak Park Community Center before reopening to the public. Vice Chair Freeman inquired into lost vehicles and structures. Paranick provided details on District property that was lost in the fire. Director Abele commended Paranick and District staff for the efficient response to this emergency. Director Abele moved to approve Resolution 1965. Director O’Brien seconded the motion. The motion carried with the following roll call vote:

Abstain:
Ayes: Directors Abele, Freeman, Hostetler, Johnson and O’Brien
Noes:
Absent:

9. WRITTEN COMMUNICATIONS OF NOTE – NONE

10. REPORTS BY BOARD MEMBERS

Director Hostetler attended the Veteran’s Day event, he felt it was nice but possibly a bit long. He commended the staff on their great work with this event.

Director O’Brien attended the Veteran’s Day event, agreed it was a little long but an awesome event. It is one of her favorite District events and staff was great. She also attended the Historical Society Meeting which went well. In addition, she went to lunch with the District Manager and CAPRI staff.

Director Abele stated it has been an unbelievable week for our community and commended all of the first responders. It has been a terrible time starting with the shooting at Borderline immediately followed by the fires. Sadly, his family also suffered a personal loss as his sister-in-law passed away just before the Veteran’s event. He thanked everyone for their thoughts and support.
Vice Chair Freeman attended the Veteran’s Day event. She also attended the Historical Society dinner and commented that the Halloween event and Dia de Los Muertos Celebrations were well attended events. Freeman provided her fellow Board Members with an update on CSDA Bills. She commented that it will be a busy upcoming year for legislation.

Chair Johnson had no meetings to report on. He commented on the fast-moving fire up north, sadly, mostly everything up in Paradise is gone. The fire was so fast moving, there was not much the firefighters could do. Unfortunately, this will affect the insurance rates for CA, the District should start to prepare for that.

11. REPORT BY DISTRICT MANAGER – Comments were provided by District Manager Dan Paranick. There is an upcoming meeting scheduled for November 28, 2018 in Oak Park; they will postpone the discussion regarding Pickleball and the time will be used to provide updates and information on the Woolsey Fire instead. During the December 6, 2018 Board of Directors meeting we will be transitioning an outgoing member and welcoming an incoming member. The selection of the Chair and Vice-Chair for 2019 will also be made during this meeting. Paranick felt the Veteran’s Day event was really well done and a very special event, he commended staff for the excellent work.

12. CLOSED SESSION – NONE

13. ADJOURNMENT – Director Hostetler moved to adjourn the meeting. Vice Chair Freeman seconded the motion. The motion carried with a unanimous vote, Chair Johnson adjourned the meeting at 7:09pm.
Date: December 6, 2018

To: District Manager

From: Director of Administration

Re: Presentation of the Full-Time Employee of the Month for November 2018 to Jose Anaya

FULL-TIME EMPLOYEE OF THE MONTH FOR NOVEMBER 2018

The Full-Time Employee of the Month for November 2018 is Jose “Red” Anaya. Jose is a Groundskeeper II in the Planning and Maintenance Department. He has been working for the District for 8 years; this is his third Employee of the Month Award.

NOMINATION NARRATION

The first person who nominated Jose stated the following: Since Jose’s arrival to the crew, he has been positive and a joy to be around. He helps keep the morale of the whole crew high. He has sought out ways to improve his area of responsibility by seeking out projects on his own as well as completing assigned projects in a timely manner. Over the past few months he has been part of some major renovations throughout the crew’s area of responsibility and has been an integral part of the completion of projects, on time or ahead of schedule. Jose does not complain and shows up every day ready to work. He is always the first one out the door in the morning to get the day started and the last one to arrive back at the shop at the end of the day. This employee takes great pride in any task he is tackling and it shows with the quality of work he displays on a daily basis.

The second person who nominated Jose had this to say: I am nominating Jose for the employee of the month award because of all the hard work he has been doing. He gives the district 100% each and every day. He is tasked with roving and maintaining the outer parks for the west crew. His eye for detail has brought the parks in his area to higher standards. I have received a lot of compliments from the public about how great the parks have been looking and what a hard worker he is. Jose will stop and answer any question that the public might have and will take the time to help them. Even when he is off duty on weekends he will inform his supervisor or crew leader if he sees any issues; like a downed tree, graffiti or cars in the parks that should not be there, just to name a few. For these reasons and many more, he is deserving of the Employee of the Month Award.

BOARD ACTION

Jose has been invited to attend the December 6, 2018 Board Meeting to receive a plaque from the Board Chair; He is also eligible for a day off with pay within the next 60 days.

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

Date: December 6, 2018

To: District Manager

From: Director of Administration

Re: Presentation of the Part-Time Employee of the Month for November 2018 to Brian Egan

PART-TIME EMPLOYEE OF THE MONTH FOR NOVEMBER 2018

The Part-Time Employee of the Month for November 2018 is Brian Egan. Brian is a Golf Assistant I at Simi Hills Golf Course. He has been working for the District for three months; this is his first Employee of the Month Award.

NOMINATION NARRATION

The person who nominated Brian for this award stated the following: I am nominating Brian Egan for the Part-Time Employee of the Month Award for his outstanding work. Brian is a Golf Assistant I at Simi Hills Golf Course where he works as a Cart Attendant and Custodian. Brian is a hard worker and is able to complete any task given to him. He is courteous to customers and is willing to go out of his way to help the customer in any way he can. Brian showed this during one of his shifts where he overheard a customer talking about losing a personal item. Without being asked, Brian approached the customer and volunteered to locate the lost item, which was left in a golf cart. Brian ran down to the cart barn to locate the item and then ran back up to the golf shop to return the lost item.

On many occasions Brian has helped out with scheduling conflicts. For example, Brian was asked on a Tuesday morning if he could come in once he got out of school to work a closing shift and without hesitation he said, “Yes I can”. Brian always has a positive attitude and is always willing to help out whenever and wherever he can.

BOARD ACTION

Brian has been invited to attend the December 6, 2018 Board Meeting to receive a plaque and a check for $75.00 from the Board Chair.

Theresa Pennington
Director of Administration
RANCHO SIMI RECREATION AND PARK DISTRICT

ACCOUNTS PAYABLE CHECK REGISTER

November 15, 2018
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88480 11/02/2018 AT & T- INTERNET - knolls asc internet service
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knolls asc internet service
Utilities Phone/Internet 87.45

88481 11/02/2018 BAY ALARM - Invoices 2068052181015, 2098852181015, 2098952181015, 2104452181015, 2147552181015, 2175352181015, 2266252181015, 2266652181015
SV-AlarmMonitoring Activity Ctr.-RSSCC
SV-AlarmMonitoring Activity Ctr.-RSSCC
Contract Services Buildings District 2,190.00

88482 11/02/2018 BAY ALARM - Golf_Burglar_Alarm 2.06895E+12 Golf_Burglar_Alarm
Professional & Special Services 578.85

88483 11/02/2018 BAY ALARM - SGC_Burglar_Alarm 2.10385E+12 SGC_Burglar_Alarm
Contract Services 185.85

88484 11/02/2018 BERMUDA SANDS - Golf Merchandise 40334 Golf Merchandise
Inventory 1,564.09

88485 11/02/2018 BEZIGN DESIGN - ASC Staff T-Shirts, Polos, and Sweatshirts 12450 ASC Staff T-Shirts, Polos, and
Professional & Special Services

88486 11/02/2018 BMC - Invoices 59339342, 59354054, 5936025, 59367394, 59397971 59339342, 59354054
SV-Supplies SV-Supplies
Contract Services Buildings District 140.50

88487 11/02/2018 BURKE WILLIAMS & SORENSON - Invoices 232842, 232843
Legal Services
Professional & Special Services 7,948.19

88488 11/02/2018 C.A.P.R.I. - Workers Comp - 2nd Quarter Premium 4076 Workers Comp - 2nd Quarter Pre
Insurance State Compensation 207,064.00

88489 11/02/2018 CAL STATE RENT A FENCE INC. - Invoices 112797, 112798, 112927, 113312, 113445 112798
OP - PORTA POTIES Sinaloa Golf Course
Contract Services Grounds 534.89

88490 11/02/2018 CAL-COAST MACHINERY - Invoices 507121, 507848 507121, 507848
NEW EQUIPMENT
Capital Equipment 7,497.25

88491 11/02/2018 CALIFORNIA DO IT CENTER - Invoices 152777, 152831, 152842, 152872, 153017, 153057, 153078, 153097, 69680, 69723, 69727, 69745, 69748, 69752, 69761, 69762, 69764, 69774, 69775, 69782, 69813, 69834 152831, 152842, 152872, 153017, 153057
SV/OP-Supplies SV/OP-Supplies
MVIE - Other District
Buildings 789.78

88492 11/02/2018 HAYLEY CHURCH - Reimbursement for teen night 11123 Reimbursement for teen night
Trip/Transportation Fees 90.00
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182.33

1,391.70

616.00

2,409.26

493.58

8,213.36

1,261.12

1,712.75

140.00

336.00

442.98
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88544 11/02/2018 PRUDENTIAL OVERALL SUPPLY - Uniform Service Supplies - Custodial OPCC 911.00
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88545 11/02/2018 THOMAS PUCKETT - ceramics instructor Instructor Fees 552.50
ceramics instructor

88546 11/02/2018 RELIABLE SNOW SERVICE - Snowfest 2018 Snow Festival District 8,427.75
Invoices snowfest 2018

88547 11/02/2018 ROYAL BOYS BASKETBALL - Press Guide Ad Marketing 120.00
evan brown Press Guide Ad

88548 11/02/2018 SC FUELS - Invoices SV-Gas,Oil Supplies - Gasoline, Oil 5,729.03
1282640, 1285661, 1288066, 1291305 SV-Gas,Oil Fleet District
1285661

88549 11/02/2018 HESTER SCHNEEKLOTH - art instructor Instructor Fees 535.92
art Instructor

88550 11/02/2018 SHERWIN-WILLIAMS - Invoices 3rd Quarter 2018 Rental Facility Strathearn Historical 9,570.20
Invoices 38768, 87194, 8835 Maintenance - Other Capital Improv Mae Boyar Park 112.36
38768 SV/OP-PaintSupplies
87194 SV/OP-PaintSupplies
8835 SV/OP-PaintSupplies

88551 11/02/2018 SIMI PACIFIC BUILDING MATERIAL - Hardware/Supplies Maintenance - Other 530.57
Hardware/Supplies Grounds District

88552 11/02/2018 SIMI VALLEY CHAMBER/COMMERCE - Guide Ad Marketing 625.00
2019 Guide Ad

88553 11/02/2018 SIMI VALLEY HISTORICAL SOCIETY - 3rd Quarter 2018 3rd QTR REV Rental Facility Strathearn Historical 9,570.20
2018 3rd QTR REV

88554 11/02/2018 SIMPLOT PARTNERS - Invoices SV Fertilizer Maintenance - Other 12,649.28
205054522, 205054585, 205054586, 205054587 SV Fertilizer Grounds District

88555 11/02/2018 SO CAL OFFICE TECHNOLOGIES - Xerox Office Equipment/Maint 1,494.28
Xerox #7835
622344 Xerox #7835

88556 11/02/2018 SOUTHERN CALIFORNIA EDISON - SCE Utilities Electric 27,072.83
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**Total Checks**                                                                                                   | 988,179.78  |
PAYROLL CHECK REGISTER 11/09/2018

PRESENTED TO THE BOARD OF DIRECTORS

PREPARED BY
Tracy Heminuk
### CHECK REGISTER SUMMARY

**11/9/2018**

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**SUBTOTAL:** 549,816.41

**GRAND TOTAL:** 549,816.41
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Bldgs. Maint. Worker II - Mech        1,837.00 | 0.00  | 108393
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Bldgs. Specialist - Electrician       0.00  | 1,770.21 | 160026
Bldgs. Specialist - Mechanic          0.00  | 2,293.32 | 107332
Bldgs. Specialist - Utility           0.00  | 1,946.40 | 159926
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Bldgs. Specialist - Utility           250.00 | 1,830.83 | 105838
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Buildings Maintenance Worker I        0.00  | 1,771.92 | 103181
Buildings Maintenance Worker I        0.00  | 1,530.40 | 160120
Buildings Specialist - Pools & Water Features 0.00  | 1,763.27 | 170001
Computer Support Specialist           0.00  | 2,765.90 | 101694
Crew Leader                           250.00 | 1,939.70 | 100864
Crew Leader                           0.00  | 2,040.64 | 101805
Crew Leader                           0.00  | 2,074.72 | 103646
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Crew Leader                           0.00  | 1,927.14 | 107478
Crew Leader - Heavy Equipment         0.00  | 2,213.47 | 105329
Crew Leader - Heavy Equipment         0.00  | 1,818.74 | 108379
Crew Leader - Irrigation              0.00  | 1,963.61 | 101742
Crew Leader - Buildings Maint.        0.00  | 1,785.55 | 103430
Customer Service Representative       0.00  | 1,750.05 | 108439
Customer Service Representative       1,572.18 | 0.00  | 106354
Director of Administration            0.00  | 4,035.77 | 106987
Director of Planning & Maintenance    0.00  | 3,947.45 | 105972
Director of Recreation                0.00  | 2,474.15 | 102393
District Manager                      0.00  | 5,619.67 | 160284
Golf Assistant I                      0.00  | 94.23   | 160266
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DATE: December 6, 2018

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of the Rancho Simi Recreation and Park District Board Schedule for 2019 Meetings, Workshops and Conferences

SUMMARY

Attached for your consideration is the proposed Board Meeting Schedule for the calendar year 2019. All meetings are scheduled to start at 6:30pm with the exception of the Budget Workshop on May 30, 2019, which is scheduled to start at 5:30pm. Conflicts with conference and educational offerings have been avoided. Due to the July 4th holiday there is one meeting scheduled for July. As directed by the Board, staff reviewed the schedule with the Oak Park Advisory Committee on November 28, 2018. The Committee supported having four Board Meetings in Oak Park to include one joint meeting between the Oak Park Advisory Committee and the Rancho Simi Recreation and Park District Board of Directors. In addition, the Committee supported the scheduling of the meetings to allow time between each Committee Meeting and Board Meeting for any necessary follow up activity.

RECOMMENDED BOARD ACTION

Staff recommends the Board approve the Rancho Simi Recreation and Park District Board Schedule for 2019 Meetings, Workshops and Conferences.

Dan Paranick
District Manager
<table>
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<th>DAY OF WEEK</th>
<th>TIME</th>
<th>LOCATION</th>
<th>FUNCTION</th>
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<td>Thursday</td>
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DATE: December 6, 2018

TO: District Manager

FROM: Director of Recreation

SUBJECT: Approval of Resolution 1967 Modifying District Policy Manual, Chapter 12. Facility Use, Fees and Conditions

SUMMARY

The District’s Facility Use, Fees and Conditions Policy includes a Facility Use Fee Schedule which lists the various rental rates that the District charges for the use of its facilities. Rental rates and related fees within the Fee Schedule were adjusted approximately 3% in February 2018 with an intent to review the necessity for adjustment again as of January 2019. Prior to that, the fees were not adjusted for over 18 months. Rising maintenance, staffing, and administrative costs have continued to keep pace at a 3% level and an adjustment for 2019 is warranted. Exhibit A reflects an approximate 3% increase incorporated into the scheduled rates for all facilities except Robert P. Strathearn Historical Park. In addition, the established rental rates at Rancho Simi Community Park Pool have been incorporated into the schedule. The percentage varies a bit due to rounding, as the intent is to use whole dollars. Staff recommends approval of the changes.

BOARD ACTION REQUESTED

Staff recommends approval of the attached Resolution Modifying District Policy Manual Chapter 12 Facility Use, Fees and Conditions and authorization for the District Manager to proceed with implementation of this update to the District’s Policy Manual.

Tracy Engel
Director of Recreation
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO.1967

RESOLUTION MODIFYING DISTRICT POLICY MANUAL, CHAPTER 12. FACILITY USE, FEES AND CONDITIONS

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

WHEREAS, Chapter 12 of the District’s Policy covers Facility Use, Fees and Conditions, which includes descriptions of District Policy and a Fee Schedule for the District facilities that may be rented; and

WHEREAS, the Fee Schedule is in need of update to reflect and facilitate the rising cost of maintaining District facilities; and

WHEREAS, the rates on the Fee Schedule attached thereto are shown at an approximate 3% increase from the current rates, which is appropriate at this time,

WHEREAS, the established rates at Rancho Simi Community Park Pool have been incorporated into the Facility Use Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED that the District’s Policy Manual at Chapter 12 Facility Use, Fees and Conditions is hereby amended as indicated in the attachment hereto, and the District Manager is authorized to proceed with the implementation of this update to the District’s Policy Manual.

The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on December 6, 2018, at 4201 Guardian Street, Simi Valley, CA 93063, on a motion by Director

Abstain:

Ayes:

Noes:

Absent:

Chair of the Board of Directors
Rancho Simi Recreation and Park District
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**REVISED JANUARY 1, 2019**

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<td>9am - 1pm</td>
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<td>Dog Training - Private (reserved area plus profit use fees apply)</td>
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<td>Non-Profit Discount (Applies to Amphitheaters, Picnic Pavillons and Room Rental Rates Only)</td>
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<td>179</td>
<td>Sales</td>
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<td>180</td>
<td>Supportive Roles (facility monitor, maintenance, site coordinator, private security, etc.)</td>
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# FACILITY USE FEE SCHEDULE

ROBERT P. STRATHEARN HISTORICAL PARK

REVISED FEBRUARY 1, 2018

## Rates

<table>
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<tr>
<th>Facility Type</th>
<th>3 Hour</th>
<th>6 Hour</th>
<th>8 Hour</th>
<th>9 Hour</th>
<th>10 Hour</th>
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<tr>
<td>Base Fee</td>
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<td>Alcohol permit</td>
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<td>Site Coord @$26.00/hr</td>
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<tr>
<td>Rehearsal</td>
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| **Church Rental for Ceremony Only** |        |        |        |        |         |
| **Church Rental for Ceremony Only—NO ALCOHOL, NO RANGER** |        |        |        |        |         |
| Base Fee      | $309.00 |        |        |        |         |
| Alcohol permit| $155.00 |        |        |        |         |
| Site Coord @$26.00/hr | $78.00 |        |        |        |         |
| Ranger @$38/hr | $114.00 |        |        |        |         |
| Rehearsal     | $52.00  |        |        |        |         |
| Rental Fee Total: | $708.00 |        |        |        |         |
| Refundable Damage/cleaning dep | $200.00 |        |        |        |         |
| Amount Paid:   | $608.00 |        |        |        |         |

| **Reception Set up ONLY (in Barn or Outside)** |        |        |        |        |         |
| **Reception Set up ONLY (in Barn or Outside)** |        |        |        |        |         |
| **Reception AND Reception Set-up (any combination of ceremony and reception sites)** |        |        |        |        |         |

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>3 Hour</th>
<th>6 Hour</th>
<th>8 Hour</th>
<th>9 Hour</th>
<th>10 Hour</th>
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<tbody>
<tr>
<td>Ceremony AND Reception Set-up</td>
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</tbody>
</table>

| **Reception AND Reception Set-up (any combination of ceremony and reception sites)** |        |        |        |        |         |

## Additional Information

- Additional Hours Above 8 Hours are billed at $206 ($142 base fee + $26 Site Coordinator + $38 Ranger)
- If alcohol is SOLD at an event an additional $150 fee will apply

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*Exhibit A*  
Page 7
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 6, 2018
TO: District Manager
FROM: Director of Recreation
SUBJECT: Approval of Permit Agreements for Use of Recreational Facilities by Santa Susana Baseball League, Simi Valley Baseball League and Simi Valley Girls Softball League

SUMMARY

Rancho Simi Recreation and Park District’s baseball and softball facilities in Simi Valley are currently being used by five local, non-profit organizations to provide league play year-round. Use of the facilities have operated under permit agreements between these groups and the Park District for many years. Three of the five organizations have agreements that expire on December 31, 2018. Santa Susana Baseball League uses the facility at Houghton-Schreiber Park, Simi Valley Baseball League uses the Darrah Volunteer Park facility and Simi Valley Girls Softball uses both Big Sky Park and the Park District maintained ball fields at Apollo High School. The attached Girls Softball Agreement only pertains to their use at Apollo High School.

Attached are renewal permit agreements for the above-mentioned organizations to allow their continued use of Rancho Simi Recreation and Park District facilities for scheduled league play and activities. The agreements are for a period of two (2) years ending December 31, 2020, subject to review annually. The current agreements propose to increase the annual fee from $1,300 per field per year to $1,350 per field per year in 2019 and $1,400 per field per year in 2020.

RECOMMENDATION

Staff is recommending approval of the above-mentioned permit agreements for Santa Susana Baseball League, Simi Valley Baseball League and Simi Valley Girls Softball League use at the Apollo Fields, and authorization for the District Manager to execute the agreements on behalf of the Rancho Simi Recreation and Park District.

Tracy Engel
Director of Recreation
PERMIT AGREEMENT BETWEEN
RANCHO SIMI RECREATION AND PARK DISTRICT AND
SIMI VALLEY GIRLS SOFTBALL
FOR USE OF SIMI VALLEY UNIFIED SCHOOL DISTRICT
APOLLO HIGH SCHOOL SOFTBALL FIELDS

1) 
Permit to Use: Simi Valley Girls Softball ("Permittee") is hereby granted an exclusive Facility Use Permit ("Permit") for the use of the three softball fields ("Facility") located at the Simi Valley Unified School District ("School District") Apollo High School, 3150 School Street, Simi Valley, CA 93065, for girls' softball practices, league games, tournaments and competitions.

2) 
Term of Permit: This Permit shall be for a term commencing January 1, 2019 and ending December 31, 2020.

3) 
Scheduling of Use: Permittee shall have the right to the full and unrestricted use of the Facility, on the days and times as specified below:
   A) Monday through Friday, 4:00 p.m. to 7:30 p.m. or dusk.
   B) Saturdays/Sundays: 7:00 a.m. to 7:30 p.m. or dusk.
   C) The District reserves the right to schedule additional use of the Facility when the Facility is not being used by the Permittee.

4) 
Sublease of Facility: Permittee is not permitted to sublease or utilize Facility for any use other than the uses specified in this Permit without prior written permission from the Park District.

Permittee shall not use the Facility for special events (for example, fundraisers, tournaments, walk-a-thons, carnivals, and rallies) or any other purpose beyond the purposes defined in Paragraph 1, "Permit to Use," without written permission from the Park District. Permittee shall submit a written request to Park District for permission to hold a special event (a) prior to issuing any publicity regarding the event, and (b) a minimum of forty-five (45) days prior to the event. Park District
shall respond to Permittee's request in writing within fourteen (14) days of receipt of written request.

5) **Facility Use Fee**: The Permittee shall pay $1,350.00 per field per calendar year x 3 fields ($4,050.00 total for 2019) for use of the premises, payable by January 31 prior to the year’s use. Fee increases to $1,400.00 per field in 2020 ($4,200.00 total for 2020).

6) **Exclusive Use by Permittee**: During the term of this Permit, use of the Facility shall be limited to the Permittee and its invitees. Permittee may enforce this policy as necessary. To assist with enforcement of this policy, signs shall be posted stating:

   "You must be either a permit holder or the invitee of a permit holder in order to enter this facility. Please call (805) 584-4400 for further information. Thank you for your cooperation. Rancho Simi Recreation and Park District."

7) **Maintenance of Fields, Facilities and Equipment**: The Park District shall be responsible for and provide general maintenance for the upkeep of the Facility covered by this Permit, including mowing and irrigation of turf, maintenance of the Facility’s irrigation system, and rodent control.

8) **Annual Closure for Turf Renovations**: The Park District does not anticipate needing to close the Facility for an extended period of time for turf renovations and repairs during this Permit term. If turf repairs or other major renovation projects are required, Park District will work together with Permittee to schedule an appropriate time for the field closures.

9) **Trash Receptacle / Trash Removal**: During the entire term of this Permit, Permittee shall be financially responsible to furnish a dumpster and provide for the removal of trash and debris resulting from use by Permittee. After each use
by the Permittee, all papers, waste materials, and other debris shall be picked up and collected by Permittee and discarded in trash receptacles provided by the Park District or in the dumpster provided by the Permittee. The dumpster shall be emptied on a regular basis.

10) **Use of Challenger Restrooms:** The use of the two restrooms at the Challenger Field is granted to Simi Valley Girls Softball in lieu of using the Apollo SE Restroom Facility.

11) **Apollo High School Portable Classroom Restrooms:** The Apollo High School SE portable classroom building is located on the northeast corner of the Apollo High School Fields. During the term of this Permit, Permittee is permitted to utilize the Apollo High School portable classroom building boys' and girls' restrooms only during games, tournaments, and other events as requested by Permittee when approved and scheduled by Park District. When approved, Park District shall provide cleanup of the boys' and girls' restrooms to assure that the restrooms are maintained in a clean; tidy and wholesome condition at all times. However, when Permittee has been given permission to use these restrooms, Permittee is required to monitor the use of the restrooms to assure use is limited to Permittee and its invitees, and to assure that no loitering, horseplay, smoking, drug or alcohol use, vandalism or other abuse of the restrooms occur. Permittee shall pick up all trash and debris in the restrooms at the conclusion of each use and discard same in the trash receptacles provided.

Permittee acknowledges that permission and terms for use of the Apollo SE portable classroom restrooms may be subject to change based on issues that may arise during the term of the Permit.

12) **Storage Units:** During the term of this Permit, Permittee is permitted to provide, at its sole cost and expense, three storage units to be located within the Facility for storage of softball equipment and supplies. Permittee shall coordinate with Park
District and receive prior approval from Park District regarding placement of the storage unit within the confines of the Facility.

13) **Compliance with Rules and Regulations:** Permittee shall use the Facility in compliance with all School District and Park District ordinances, rules, regulations and policies, including complying with signs posted at the Facility. Any question as to whether the Facility is being used in accordance with Park District or School District ordinances, rules, regulations and policies shall be determined by the relevant entity, either the Park District or School District.

Permittee shall not use, or permit to be used, in connection with its use of the Facility, smoking of cigarettes, any intoxicating beverages, or drugs.

14) **Pets:** Pets of any kind are not allowed in the Facility at any time. The only animals allowed in the Facility are guide dogs or disability assistance dogs accompanied by their trainer or disabled owner. Permittee may enforce this policy as necessary.

15) **Damage and Repairs:** Permittee shall not commit any waste upon the Facility, or any nuisance or other act or thing which may disturb use of nearby privately owned or publicly owned property. Further, during such times as the Facility is used under this Permit, the Permittee and its officers, representatives and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Facility utilized by the Permittee and on property which is adjacent to same. In the event the Facility, Park District properties or properties owned by others are damaged or destroyed as a result of use under this Permit, the Permittee shall immediately reimburse Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. Park District may, at its sole option, upon application by Permittee, permit Permittee to repair such
damage rather than reimburse Park District for its costs in having said damage repaired.

Permittee shall be responsible for repair and replacement of Permittee's equipment, furniture and fixtures within the Facility, including repairs and maintenance needed as a result of normal wear and tear, and any graffiti or vandalism.

16) **Supervision of Use:** Whenever Permittee shall be using the Facility, Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangement which have been made by Permittee and Park District for use of said Facility. It is specifically understood that it shall not be necessary for Park District to provide personnel to supervise or assist in the operation of Permittee's activities. Park District may, however, monitor the use of the Facility under this Permit to ensure that such use shall be consistent with this Permit and the public interest. During all use under this Permit, Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.

17) **Temporary Decorations, Displays and Advertising Prohibited:** Permittee is prohibited from posting temporary decorations, displays and advertising on and around the Facility.

18) **Development of Site:** During the term of this Permit, Permittee may desire to modify or develop Facility to meet the needs of Permittee. In such event, all costs incurred in such work shall be borne by Permittee without contribution from Park District, unless agreed upon in writing by both parties that Park District shall share in the cost of the work. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to Park District for written approval prior to any work.
being performed. All modifications, improvements and additions performed by Permittee shall be completed in strict accordance with the plans and specifications which have been approved by Park District, using materials and construction techniques which are consistent with Park District standards. Construction by Permittee shall be in strict accordance with all local building codes and requirements.

19) **Non-Liability for Loss / Insurance:** This Permit is made upon the express condition that the School District and Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use and maintenance of Facility. Permittee hereby assumes all risk of damage to persons and property in or upon the Facility, from any cause or source whatsoever, and Permittee hereby waives any and all claims against the School District and Park District for damage to persons or property in, on, or about said Facility. Permittee shall hold the School District and Park District harmless from, and indemnify the School District and Park District against, any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding or action brought for injury to persons or damage to property, resulting from or associated with the use and maintenance of the Facility. Permittee shall further save and hold harmless the School District and Park District from, and indemnify the School District and Park District against, any and all orders, judgments, and decrees which may be entered in any such suits or actions. In order to protect the School District and Park District from liability and loss in this regard, Permittee shall secure, carry and maintain at all times during the term of this Permit, at its sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the School District and Park District and the Permittee. Said insurance shall not be less than the principal amount of **One Million Dollars** ($1,000,000.00) combined single limit for each occurrence with no aggregate limit for injury to person(s) and damage to
property. Evidence of required liability insurance shall be provided on an acceptable Certificate of Insurance form with a policy endorsement form naming the Simi Valley Unified School District and Rancho Simi Recreation and Park District as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Permit shall be provided through insurance brokers and carriers acceptable to the School District and Park District.

20) Notices: All notices to be given under this Permit shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District
4201 Guardian Street
Simi Valley, CA 93063
Attention: Director of Recreation

Notice shall be given to the Permittee at the following address:

Simi Valley Girls Softball
Post Office Box 1111
Simi Valley, CA 93062
Attention: League President

21) Failure of Performance: If Permittee fails to comply with any of the terms, conditions, provisions or requirements of this Permit, Park District shall give written notice to Permittee of the violation of the terms and conditions of this Permit. The Park District shall give Permittee the opportunity to cure said
defects. If Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to Park District within thirty (30) days following the giving of said notice by Park District, Park District may, in its sole discretion, temporarily terminate said use or permanently terminate this Permit and all use of the Facility by Permittee. If Park District terminates this Permit, pursuant to this paragraph, Permittee and its invitees shall immediately cease use of the Facility and they shall, within thirty (30) days following such termination, remove from Facility all equipment and other personal property belonging to the Permittee and invitees. In the event Permittee does not remove said property within thirty (30) days following termination, said property shall be deemed abandoned and shall become the property of the Park District. In such event, Park District may either use, sell or otherwise dispose of same at its sole discretion. If Park District elects to dispose of said property, Permittee shall reimburse Park District for its costs of doing so within sixty (60) days of being billed for said costs by Park District.

22) **Waiver**: The waiver by Park District of any breach of any term, covenant, condition, provision, or requirement herein contained shall not be deemed to be a waiver of said term, covenant, condition, provision or requirement of any subsequent breach of same or any other term, covenant, condition, provision, or requirement herein contained.

Rancho Simi Recreation and Park District

Simi Valley Girls Softball

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Dan Paranick, District Manager

Mike Crowder, President

Date: ____________________ Date: ____________________

Page 8 of 8
RANCHO SIMI RECREATION AND PARK DISTRICT

PERMIT AGREEMENT FOR USE OF RECREATIONAL FACILITIES AT

HOUGHTON-SCHREIBER PARK

This Agreement is made and entered into the date hereinafter set forth by and between the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Park District", and SANTA SUSANA BASEBALL LEAGUE, hereinafter referred to as "Permittee". In consideration of their mutual covenants, conditions, agreements, obligations assumed, and other considerations contained herein, the parties hereto agree as follows:

1. **Background:** Pursuant to authority granted by the Public Resources Code of the State of California, the Park District has organized, promoted and conducted programs of community recreation. Pursuant also to the Public Resources Code, the Park District has established systems of recreation, recreation centers, parks, and athletic fields. It is the desire of the Park District to secure the fullest utilization possible of these athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs open to the residents of the Park District. It is the intent of the parties in this Agreement to establish specific understandings for the use of certain Park District fields and facilities by the Permittee in its organized recreational and sports program in order to expand and enhance recreational opportunities for residents of the Park District.

2. **Permit to Use:** The Park District hereby grants to the Permittee a non-exclusive permit for use of four (4) baseball fields and an exclusive use of the concession building on that Park District facility known as Houghton-Schreiber Park. Said property is hereinafter referred to as the "Premises". Use of the Premises by the Permittee shall be in strict accordance with the requirements and the other provisions set forth in this Agreement.

3. **Scheduling of Use:** Through this Agreement the Park District is granting the Permittee use of the Premises as defined herein. It is the intent of the Park District to give the Permittee priority use of the Premises. The Permittee recognizes, however, that it is the desire of the Park District to use the Premises for other activities in addition to those planned and scheduled by the Permittee. These may include, but not be limited to, the following: (a) Park District sponsored tournaments, camps, and programs when the Premises are not scheduled for use by the Permittee; (b) permits for large groups or businesses for parties, picnics, etc. when the Premises are not scheduled for use by the Permittee; and (c) permits for other club teams when the Premises are not scheduled for use by the Permittee.
In order to maximize such use, the Permittee and the Park District shall establish, by mutual agreement, specific schedules covering use of the Premises by the Permittee. At least thirty (30) days prior to commencement of the Permittee’s playing season(s), the Permittee shall submit to the Park District a schedule specifying, in detail, the dates and times for which the use of the Premises is requested. The schedule shall then be reviewed and approved to the greatest extent consistent with the operation of the Permittee and the overall programs and activities of the Park District. Whenever the Premises, excluding the concession snack bar, are not specifically scheduled for use by the Permittee, the Park District may use same for its own programs and issue appropriate permits for use of the Premises by other individuals, groups, and organizations as described above. Should the Park District use or permit use of the premises, the Park District shall be responsible for maintenance of the premises during such use.

It is further understood by both parties that when the Premises are not scheduled for use by the Permittee or other permitted uses as described above, the Premises (excepting the restroom/concession building) will be available for open play by the general public. At no time shall locks be installed on any of the ballfield gates which would restrict access to the Premises by the general public when the fields are not scheduled for use by the Permittee or other permitted uses, without prior approval of Park District. Tournament play shall be coordinated with the Director of Recreation.

4. Term of Agreement - Scheduling of Use: This Agreement shall be for a term of two years commencing January 1, 2019 and ending December 31, 2020, during which time the Permittee shall be permitted to use on priority basis the Premises pursuant to the specific provisions contained herein.

5. Use of Special Facilities, Equipment and Services: In the event the Permittee desires use of facilities, equipment or services which will result in expense to the Park District beyond those expenses which would normally be incurred for routine maintenance and operation of the fields, facilities, and equipment covered by this agreement, the Permittee shall pay all such additional expenses. Payments for said expenses shall be made through the Park District or at the discretion of the Park District directly to the entity providing such facilities, equipment or services. Facilities, equipment and services for which the Permittee shall be financially responsible shall include, but not be limited to, the following: (A) Charges for law enforcement officers or private security officers. (B) Charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use by Permittee. (C) Extra custodial and grounds maintenance costs. (D) Charges for phone lines and service. (E) Bases, home plate and pitching plate.
6. **Permit Fee:** Permittee fee is $1,350 per field per calendar year ($1,350 \times 4 = $5,400 total) for use of the Premises, payable by January 31, 2019. Fee increases to $1,400 per field in 2020 ($1,400 \times 4 = $5,600).

7. **Park District Regulations:** The Permittee shall use the Premises in compliance with all Park District ordinances, rules, regulations, and policies. Any question as to whether the Premises are being used in accordance with Park District ordinances, rules, regulations and policies shall be determined exclusively by the Park District.

8. **Development of Site:** During the term of this Agreement, the Premises may require modification or development to meet the needs of the Permittee. In such event, all costs incurred in such work shall be borne by the Permittee without contribution from the Park District, unless agreed upon by both parties that the Park District will share in the cost of the work.

Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the Park District for review prior to any work being performed. The Park District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the Permittee. If either the Permittee or the Park District so requests, a meeting shall be held between representatives of the Permittee and the Park District to resolve problems or clarify matters related to the plans and specifications. If the Park District finds the plans and specifications to be acceptable, it shall so advise the Permittee in writing, and the Permittee shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the Park District, the Permittee shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the Park District. All modifications, improvements, and additions performed by the Permittee shall be completed in strict accordance with the plans and specifications which have been approved by the Park District, using materials and construction techniques which are consistent with Park District standards. Construction by the Permittee shall be in strict accordance with all local building codes and requirements.

The Park District reserves for itself the right to inspect all such work. Accordingly, the Permittee shall plan and coordinate such work with the Park District to provide for such inspection. In the event Park District inspectors determine that work is not being performed in accordance with the plans and specifications, the Permittee shall immediately correct such deficiencies in the work and take corrective action to insure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the Park District may, at its option, require termination of work on such modification or development, or the Park District may correct such
deficiencies and all costs so incurred shall be paid by the Permittee within ten (10) days after submission of an itemized statement.

During any modification, improvements or new additions, the Permittee shall assign a person to coordinate work being performed with Park District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with Park District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

9. Maintenance of Fields, Facilities, and Equipment: The Park District shall be responsible for and provide general maintenance for the upkeep of the fields covered by this Agreement. This general maintenance shall include the irrigation of planted portions of said fields and the mowing of the outfield grass planted thereon. The Park District shall also maintain permanent facilities and equipment provided by it under this Agreement. The Park District shall respond to safety and maintenance issues and concerns raised by the Permittee in a timely manner. The Permittee shall perform all special maintenance required for the use of the Premises. Special maintenance to be provided by the Permittee shall include, but not be limited to, the “lining” or marking of the fields and the “dragging” of all areas which are not planted. The Permittee shall also keep and maintain the Premises, including the restroom/concession building and areas nearby, in a clean, sanitary and orderly condition. After each use by the Permittee, all papers, waste materials, and other debris shall be picked up and collected by the Permittee for discard in such manner as the Park District shall designate. The Permittee shall be responsible for repair and replacement of its equipment, furniture and fixtures within the Premises, including repairs and maintenance needed as a result of normal wear and tear, and any graffiti or vandalism.

a. Additional responsibilities of the Permittee shall include brick dust, fertilization, mowing, watering, and sprinkler repair of the infields, and all outfield fence, and dugout repairs.

b. Additional responsibilities of the Park District shall include fence repair of backstops, foul-line fences, bleacher repairs, fertilization, mowing, watering, leveling and sprinkler repair of all outfield grass, gopher/rodent abatement, weed abatement, repair of bathroom fixtures and plumbing (if not the result of misuse or lack of supervision during league use) sewer drain lines, water and electric supply, and parking lot repairs, and graffiti removal from Park District facilities and equipment.

10. Damage and Repairs: The Permittee shall not commit any waste upon the Premises of the Park District, or any nuisance or other act or thing which may disturb use of nearby Park District property or facilities or disturb nearby privately owned or publicly owned property. Further, during such times as the
Premises are used under this Agreement, the Permittee and its officers, representatives, and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Premises utilized by the Permittee and on property which is adjacent to same. In the event Park District property or properties owned by others are damaged or destroyed as a result of use under this Agreement, the Permittee shall immediately reimburse the Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. The Park District may, at its sole option, upon application by the Permittee, permit the Permittee to repair such damage rather than reimburse the Park District for its costs in having said damage repaired.

11. Supervision of Use: Whenever the Permittee shall be using the Premises, the Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangements which have been made by the Permittee and the Park District for use of said Premises. It is specifically understood that it shall not be necessary for the Park District to provide personnel to supervise or assist in the operation of the Permittee's activities. The Park District may, however, monitor the use of the Premises under this Agreement to ensure that such use shall be consistent with this Agreement and the public interest. During all use under this Agreement, the Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.

12. Temporary Decorations and Displays: The Permittee may, with Park District approval, place on the Premises covered by this Agreement reasonable decorations and displays appropriate to the Permittee's use of same. Prior to placing such decorations and displays, the Permittee shall submit to the Park District written descriptions and sketches of the decorations and displays desired. The Park District shall either approve, reject or suggest appropriate modifications of same within a reasonable period of time after submission. It is specifically understood that all such decorations and displays shall not be offensive to persons who may reasonably be expected to view them. Further, all such decorations and displays shall be placed in such a manner that their use shall not result in damage to or destruction of the Premises or other property of the Park District. Notwithstanding any prior approval given to an exhibition or display, the Park District reserves and retains the rights to add to and to eliminate from such exhibition or display any articles or displays without liability or responsibility to the Permittee or any other person or entity acting under this Agreement.

The Permittee shall also be permitted to place temporary advertising signs on the Premises provided that they have been approved by the Park District pursuant to the procedure set forth above for approval of temporary decorations and displays. Said advertising signs shall be restricted to outfield fences and shall not be offensive to persons who may reasonably be expected to view them. All proceeds realized by the Permittee from the installation of advertising signs shall be used
for authorized and recognized activities of the Permittee, and they shall not be used for the personal gain of any individual or individuals. The Park District reserves the right to demand removal of the temporary advertising signs from the Premises for any reason.

13. **Use of Portable Equipment**: Portable equipment, such as storage bins, cargo containers, backstops, bleachers and batting cages shall be permitted under this Agreement. Prior to placing portable equipment on the Premises, which are in addition to the portable equipment in place at the time of execution of this Agreement, the Permittee shall submit to the Park District plans and specifications describing in detail the specific equipment to be used and the planned locations for said equipment. If the use of said equipment is approved by the Park District, with such permission being processed through the Park District, the Permittee may use such portable equipment on the Park District property designated. All such portable equipment shall meet the specifications of the Park District and shall be located in accordance with directions by the Park District. The Permittee shall maintain all such portable equipment in a state of good condition and repair at all times.

14. **Snack Bar**: The operation of the Concession Building portion of the Premises is being exclusively assigned to the Permittee through the term of this Agreement. The Permittee is permitted to maintain and operate a snack bar within the Premises for the service of food and beverages which are customarily sold at such activities except that shelled seeds and nuts shall not be sold without Park District consent and that no alcoholic beverages shall be sold. All proceeds realized by the Permittee from operation of the snack bar shall be used for authorized and recognized activities of the Permittee, and they shall not be used for the personal gain of any individual or individuals. The Permittee shall, at its sole expense, obtain and maintain all applicable licenses and County health permits associated with operation of the snack bar. The Permittee shall not block access to the electrical room/plumbing chase or store anything in the restrooms.

15. **Non-Liability for Loss - Insurance**: This Agreement is made upon the express condition that the Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use and maintenance of Premises. The Permittee hereby assumes all risk of damage to persons and property in or upon the Premises, from any cause or source whatsoever, and the Permittee hereby waives any and all claims against the Park District for damage to persons or property in, on, or about said Premises. The Permittee shall hold the Park District harmless from, and indemnify the Park District against, any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property, resulting from or associated with the use and maintenance of the Premises. The Permittee shall further save and hold harmless the Park District from, and
indemnify the Park District against, any and all orders, judgments, and decrees which may be entered in any such suits or actions. In order to protect the Park District from liability and loss in this regard, the Permittee shall secure, carry, and maintain at all times during the term of this Agreement, at its sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the Park District and the Permittee. Said insurance shall not be less than the principal amount of One Million Dollars ($1,000,000.00) combined single limit for each occurrence with no aggregate limit for injury to person(s) and damage to property. Evidence of required liability insurance shall be provided on a Certificate of Insurance form with a policy endorsement form naming the Park District as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Agreement shall be provided through insurance brokers and carriers acceptable to the Park District.

16. Assignment: The permission to use the fields and facilities contained in this Agreement has been granted by the Park District only after careful consideration of the reputation and responsibility of the Permittee and the nature of the uses to be made of same. Accordingly, this Agreement may not be transferred, assigned or sub-leased to any other individual or entity. Further, the Permittee shall not authorize or permit use of said Premises by other entities or individuals without the prior written approval of the Park District.

17. Intoxicating Beverages and Drugs: The Permittee shall not use, or permit to be used, in connection with its use of the Premises, smoking of cigarettes, any intoxicating beverages or drugs without the specific written approval of the Park District. Park District approval for the use of same shall be given only after a formal application has been made to the Park District, and that application has been thoroughly reviewed and evaluated. In the event Park District approval is given for the use of intoxicating beverages in connection with the use of the Premises, the Permittee shall pay such additional charges and costs as shall be associated with such use, and the Permittee shall comply with all additional rules and regulations of the Park District applicable to such use.

18. Notices: All notices to be given under this Agreement shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District
4201 Guardian Street
Simi Valley, CA 93063
Attention: Director of Recreation
Notice shall be given to the Permittee at the following address:

Santa Susana Baseball League  
P.O. Box 764  
Simi Valley, CA 93062  
Attention: League President

19. Failure of Performance: If the Permittee fails to comply with any of the terms, conditions, provisions, or requirements of this Agreement, the Park District shall give written notice to the Permittee of the violation of the terms and conditions of this Agreement. The Park District shall give the Permittee the opportunity to cure said defects. If the Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to the Park District within thirty (30) days following the giving of said notice by the Park District, the Park District may in its sole discretion temporarily terminate said use or permanently terminate this Agreement and all use of the Premises by the Permittee. If the Park District terminates this Agreement, pursuant to this paragraph, the Permittee and its invitees shall immediately cease use of the facility and they shall, within thirty (30) days following such termination, remove from the facility all equipment and other personal property belonging to the Permittee and invitees. In the event the Permittee does not remove said property within thirty (30) days following termination, said property shall be deemed abandoned and shall become the property of the Park District. In such event, the Park District may use, sell or otherwise dispose of same at its sole discretion. If the Park District elects to dispose of said property, the Permittee shall reimburse the Park District for its costs of doing so within sixty (60) days of being billed for said costs by the Park District.

20. Waiver: The waiver by the Park District of any breach of any term, covenant, condition, provision, or requirement herein contained shall not be deemed to be a waiver of said term, covenant, condition, provision, or requirement or any subsequent breach of same or any other term, covenant, condition, provision, or requirement herein contained.

RANCHO SIMI RECREATION AND PARK DISTRICT

Dan Paranick, District Manager

Date: ______________________

SANTA SUSANA BASEBALL LEAGUE

Eric Adair, President

Date: ______________________
This Agreement is made and entered into the date hereinafter set forth by and between the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Park District", and SIMI VALLEY BASEBALL LEAGUE, hereinafter referred to as "Permittee". In consideration of their mutual covenants, conditions, agreements, obligations assumed, and other considerations contained herein, the parties hereto agree as follows:

1. **Background:** Pursuant to authority granted by the Public Resources Code of the State of California, the Park District has organized, promoted and conducted programs of community recreation. Pursuant also to the Public Resources Code, the Park District has established systems of recreation, recreation centers, parks, and athletic fields. It is the desire of the Park District to secure the fullest utilization possible of these athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs and association embracing within its purposes the provision of organized athletic programs open to the residents of the Park District. It is the intent of the parties in this Agreement to establish specific understandings for the use of certain Park District fields and facilities by the Permittee in its organized recreational and sports program in order to expand and enhance recreational opportunities for residents of the Park District.

2. **Permit to Use:** The Park District hereby grants to the Permittee a non-exclusive permit for use of four (4) baseball fields and an exclusive use of the restroom/concession building on that Park District facility known as Darrah Volunteer Park. Said property is hereinafter referred to as the "Premises". Use of the Premises by the Permittee shall be in strict accordance with the requirements and the other provisions set forth in this Agreement.

3. **Scheduling of Use:** Through this Agreement the Park District is granting the Permittee use of the Premises as defined herein. It is the intent of the Park District to give the Permittee priority use of the Premises. The Permittee recognizes, however, that it is the desire of the Park District to use the Premises for other activities in addition to those planned and scheduled by the Permittee. These may include, but not be limited to, the following: (a) Park District sponsored tournaments, camps, and programs when the Premises are not scheduled for use by the Permittee; (b) permits for large groups or businesses for parties, picnics, etc. when the Premises are not scheduled for use by the Permittee; and (c) permits for other club teams when the Premises are not scheduled for use by the Permittee.

In order to maximize such use, the Permittee and the Park District shall establish, by mutual agreement, specific schedules covering use of the Premises by the Permittee. At least thirty (30) days prior to commencement of the Permittee’s playing season(s), the
Permittee shall submit to the Park District a schedule specifying, in detail, the dates and times for which the use of the Premises is requested. The schedule shall then be reviewed and approved to the greatest extent consistent with the operation of the Permittee and the overall programs and activities of the Park District. Whenever the Premises, excluding the concession snack bar, are not specifically scheduled for use by the Permittee, the Park District may use same for its own programs and issue appropriate permits for use of the Premises by other individuals, groups, and organizations as described above. Should the Park District use or permit use of the Premises, the Park District shall be responsible for maintenance of the premises during such use.

It is further understood by both parties that when the Premises are not scheduled for use by the Permittee or other permitted uses as described above, the Premises (excepting the restroom/concession building) will be available for open play by the general public. At no time shall locks be installed on any of the ballfield gates which would restrict access to the Premises by the general public when the fields are not scheduled for use by the Permittee or other permitted uses, without prior approval of Park District. Tournament play shall be coordinated with the Administrator of Recreation and Leisure Services.

4. Term of Agreement - Scheduling of Use: This Agreement shall be for a term commencing January 1, 2019 and ending December 31, 2020, during which time the Permittee shall be permitted to use on priority basis the Premises pursuant to the specific provisions contained herein.

5. Use of Special Facilities, Equipment and Services: In the event the Permittee desires use of facilities, equipment or services which will result in expense to the Park District beyond those expenses which would normally be incurred for routine maintenance and operation of the fields, facilities, and equipment covered by this agreement, the Permittee shall pay all such additional expenses. Payments for said expenses shall be made through the Park District or at the discretion of the Park District directly to the entity providing such facilities, equipment or services. Facilities, equipment and services for which the Permittee shall be financially responsible shall include, but not be limited to, the following: (A) Charges for law enforcement officers or private security officers. (B) Charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use by Permittee. (C) Extra custodial and grounds maintenance costs. (D) Charges for phone lines and service. (E) Bases, home plate and pitching plate. (F) Charges for electricity and gas.
6. **Permit Fee:** The Permittee shall pay $1,350 per field per calendar year ($5,400 total for 2019) for use of the Premises, payable by January 31 prior to the year's use. Fee increases to $1,400 per field per calendar year beginning 2020 ($5,600 total for 2020).

7. **Park District Regulations:** The Permittee shall use the Premises in compliance with all Park District ordinances, rules, regulations, and policies. Any question as to whether the Premises are being used in accordance with Park District ordinances, rules, regulations and policies shall be determined exclusively by the Park District.

8. **Development of Site:** During the term of this Agreement, the Premises may require modification or development to meet the needs of the Permittee. In such event, all costs incurred in such work shall be borne by the Permittee without contribution from the Park District, unless agreed upon by both parties that the Park District will share in the cost of the work.

Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the Park District for review prior to any work being performed. The Park District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the Permittee. If either the Permittee or the Park District so requests, a meeting shall be held between representatives of the Permittee and the Park District to resolve problems or clarify matters related to the plans and specifications. If the Park District finds the plans and specifications to be acceptable, it shall so advise the Permittee in writing, and the Permittee shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the Park District, the Permittee shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the Park District. All modifications, improvements, and additions performed by the Permittee shall be completed in strict accordance with the plans and specifications which have been approved by the Park District, using materials and construction techniques which are consistent with Park District standards. Construction by the Permittee shall be in strict accordance with all local building codes and requirements.

The Park District reserves for itself the right to inspect all such work. Accordingly, the Permittee shall plan and coordinate such work with the Park District to provide for such inspection. In the event Park District inspectors determine that work is not being performed in accordance with the plans and specifications, the Permittee shall immediately correct such deficiencies in the work and take corrective action to insure compliance with the plans and specifications. In the event of failure to comply with the plans and specifications, the Park District may, at its option, require termination of work on such modification or development, or the Park District may correct such
deficiencies and all costs so incurred shall be paid by the Permittee within ten (10) days after submission of an itemized statement.

During any modification, improvements or new additions, the Permittee shall assign a person to coordinate work being performed with Park District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with Park District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

9. **Maintenance of Fields, Facilities, and Equipment:** The Park District shall be responsible for and provide general maintenance for the upkeep of the fields covered by this Agreement. This general maintenance shall include the irrigation of planted portions of said fields and the mowing of the outfield grass planted thereon. The Park District shall also maintain permanent facilities and equipment provided by it under this Agreement. The Park District shall respond to safety and maintenance issues and concerns raised by the Permittee in a timely manner. The Permittee shall perform all special maintenance required for the use of the Premises. Special maintenance to be provided by the Permittee shall include, but not be limited to, the “lining” or marking of the fields and the “dragging” of all areas which are not planted. The Permittee shall also keep and maintain the Premises, including the restroom/concession building and areas nearby, in a clean, sanitary and orderly condition. After each use by the Permittee, all papers, waste materials, and other debris shall be picked up and collected by the Permittee for discard in such manner as the Park District shall designate. The Permittee shall be responsible for repair and replacement of its equipment, furniture and fixtures within the Premises, including repairs and maintenance needed as a result of normal wear and tear, and any graffiti or vandalism.

a. Additional responsibilities of the Permittee shall include brick dust, fertilization, mowing, watering, and sprinkler repair of the infields, and all outfield fence, dugout and shade structure repairs.
b. Additional responsibilities of the Park District shall include fence repair of backstops, foul-line fences, bleacher repair, fertilization, mowing, watering, leveling and sprinkler repair of all outfield grass, gopher/rodent abatement, weed abatement, repair of bathroom fixtures and plumbing (if not the result of misuse or lack of supervision during league use), sewer drains, water and electric supply and graffiti removal from Park District facilities and equipment.

10. **Damage and Repairs:** The Permittee shall not commit any waste upon the Premises of the Park District, or any nuisance or other act or thing which may disturb use of nearby Park District property or facilities or disturb nearby privately owned or publicly owned property. Further, during such times as the Premises are used under this Agreement, the Permittee and its officers,
representatives, and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Premises utilized by the Permittee and on property which is adjacent to same. In the event Park District property or properties owned by others are damaged or destroyed as a result of use under this Agreement, the Permittee shall immediately reimburse the Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. The Park District may, at its sole option, upon application by the Permittee, permit the Permittee to repair such damage rather than reimburse the Park District for its costs in having said damage repaired.

11. **Supervision of Use:** Whenever the Permittee shall be using the Premises, the Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangements which have been made by the Permittee and the Park District for use of said Premises. It is specifically understood that it shall not be necessary for the Park District to provide personnel to supervise or assist in the operation of the Permittee's activities. The Park District may, however, monitor the use of the Premises under this Agreement to ensure that such use shall be consistent with this Agreement and the public interest. During all use under this Agreement, the Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.

12. **Temporary Decorations and Displays:** The Permittee may, with Park District approval, place on the Premises covered by this Agreement reasonable decorations and displays appropriate to the Permittee's use of same. Prior to placing such decorations and displays, the Permittee shall submit to the Park District written descriptions and sketches of the decorations and displays desired. The Park District shall either approve, reject or suggest appropriate modifications of same within a reasonable period of time after submission. It is specifically understood that all such decorations and displays shall not be offensive to persons who may reasonably be expected to view them. Further, all such decorations and displays shall be placed in such a manner that their use shall not result in damage to or destruction of the Premises or other property of the Park District. Notwithstanding any prior approval given to an exhibition or display, the Park District reserves and retains the rights to add to and to eliminate from such exhibition or display any articles or displays without liability or responsibility to the Permittee or any other person or entity acting under this Agreement.

The Permittee shall also be permitted to place temporary advertising signs on the Premises provided that they have been approved by the Park District pursuant to the procedure set forth above for approval of temporary decorations and displays. Said advertising signs shall be restricted to outfield fences and shall not be offensive to persons who may reasonably be expected to view them. All proceeds realized by the Permittee from the installation of advertising signs shall be used for authorized and recognized activities of the Permittee, and they shall not be
used for the personal gain of any individual or individuals. The Park District reserves the right to demand removal of the temporary advertising signs from the Premises for any reason.

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14. **Snack Bar:** The operation of the Concession Building portion of the Premises is being exclusively assigned to the Permittee through the term of this Agreement. The Permittee is permitted to maintain and operate a snack bar within the Premises for the service of food and beverages which are customarily sold at such activities except that seeds and nuts with shells shall not be sold without Park District consent and that no alcoholic beverages shall be sold. All proceeds realized by the Permittee from operation of the snack bar shall be used for authorized and recognized activities of the Permittee, and they shall not be used for the personal gain of any individual or individuals. The Permittee shall, at its sole expense, obtain and maintain all applicable licenses and County health permits associated with operation of the snack bar. The Permittee shall not block access to the electrical room/plumbing chase or store anything in the restrooms.

15. **Non-Liability for Loss - Insurance:** This Agreement is made upon the express condition that the Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use and maintenance of the Premises. The Permittee hereby assumes all risk of damage to persons and property in or upon the Premises, from any cause or source whatsoever, and the Permittee hereby waives any and all claims against the Park District for damage to persons or property in, on, or about said Premises. The Permittee shall hold the Park District harmless from, and indemnify the Park District against, any and all claims against the Park District for damage to persons or property in, on, or about said Premises. The Permittee shall further save and hold harmless the Park District from, and indemnify the Park District against, any and all orders, judgments, and decrees.
which may be entered in any such suits or actions. In order to protect the Park District from liability and loss in this regard, the Permittee shall secure, carry, and maintain at all times during the term of this Agreement, at its sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the Park District and the Permittee. Said insurance shall not be less than the principal amount of **One Million Dollars ($1,000,000.00)** combined single limit for each occurrence with no aggregate limit for injury to person(s) and damage to property. Evidence of required liability insurance shall be provided on a Certificate of Insurance form with a policy endorsement form naming the Park District as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Agreement shall be provided through insurance brokers and carriers acceptable to the Park District.

16. **Assignment:** The permission to use the fields and facilities contained in this Agreement has been granted by the Park District only after careful consideration of the reputation and responsibility of the Permittee and the nature of the uses to be made of same. Accordingly, this Agreement may not be transferred, assigned or sub-leased to any other individual or entity. Further, the Permittee shall not authorize or permit use of said Premises by other entities or individuals without the prior written approval of the Park District.

17. **Intoxicating Beverages and Drugs:** The Permittee shall not use, or permit to be used, in connection with its use of the Premises, smoking of cigarettes, any intoxicating beverages or drugs without the specific written approval of the Park District. Park District approval for the use of same shall be given only after a formal application has been made to the Park District, and that application has been thoroughly reviewed and evaluated. In the event Park District approval is given for the use of intoxicating beverages in connection with the use of the Premises, the Permittee shall pay such additional charges and costs as shall be associated with such use, and the Permittee shall comply with all additional rules and regulations of the Park District applicable to such use.

18. **Notices:** All notices to be given under this Agreement shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District  
4201 Guardian Street  
Simi Valley, CA 93063  
Attention: Director of Recreation
Notice shall be given to the Permittee at the following address:

Simi Valley Baseball League  
PO Box 754  
Simi Valley, CA 93062  
Attention: League President

19. **Failure of Performance:** If the Permittee fails to comply with any of the terms, conditions, provisions, or requirements of this Agreement, the Park District shall give written notice to the Permittee of the violation of the terms and conditions of this Agreement. The Park District shall give the Permittee the opportunity to cure said defects. If the Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to the Park District within thirty (30) days following the giving of said notice by the Park District, the Park District may in its sole discretion temporarily terminate said use or permanently terminate this Agreement and all use of the Premises by the Permittee. If the Park District terminates this Agreement, pursuant to this paragraph, the Permittee and its invitees shall immediately cease use of the facility and they shall, within thirty (30) days following such termination, remove from the facility all equipment and other personal property belonging to the Permittee and invitees. In the event the Permittee does not remove said property within thirty (30) days following termination, said property shall be deemed abandoned and shall become the property of the Park District. In such event, the Park District may either use, sell or otherwise dispose of same at its sole discretion. If the Park District elects to dispose of said property, the Permittee shall reimburse the Park District for its costs of doing so within sixty (60) days of being billed for said costs by the Park District.

20. **Waiver:** The waiver by the Park District of any breach of any term, covenant, condition, provision, or requirement herein contained shall not be deemed to be a waiver of said term, covenant, condition, provision, or requirement or any subsequent breach of same or any other term, covenant, condition, provision, or requirement herein contained.
DATE: December 6, 2018

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval and Adoption of Part-time Employee Pay Schedule effective December 28, 2018

SUMMARY

The State minimum wage rate is increasing from $11 per hour to $12 per hour on January 1, 2019. The District has hundreds of part-time employees serving in different classifications and at different hourly rates of pay. An increase in the minimum rate of pay necessitates a review of all part-time classifications and hourly rates of pay.

In 2018, the District complied with the minimum wage increase by eliminating the first two steps of Classification 1 and did not increase wages. It has been two years since the part-time employees received a pay increase. The attached proposed Part-Time Pay Schedule reflects the implementation of the state minimum wage increase to $12 an hour as well as an estimated increase of 3% for the remaining classifications. The total annualized cost of complying with the State mandate and providing the recommended 3% increase is estimated at $230,000; the General Fund portion of the cost is estimated at $180,000. The cost to the District for fiscal year 2018-2019 is approximately $115,000 with the General Fund portion of $90,000. The District budget can support these additional costs and if approved, these changes will be reflected in the final budget which is scheduled to be presented to the Board on December 20, 2018.

BOARD ACTION REQUESTED

Staff recommends approval of the attached part-time employee pay schedule, effective December 28, 2018 to coincide with the start of the pay period.

Dan Paranick
District Manager
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