RANCHO SIMI RECREATION AND PARK DISTRICT

RANCHO SIMI RECREATION AND PARK DISTRICT ACTIVITY CENTER
4201 GUARDIAN STREET, SIMI VALLEY, CA 93063

NOTICE OF SPECIAL MEETING

Notice is hereby given, pursuant to Section 54956 of the California Government Code, that the Rancho Simi Recreation and Park District has ordered that it will hold a Special Meeting on Thursday, September 17, 2020, at 6:30 p.m. to conduct a Board of Directors Special Meeting. The public is invited to attend via Zoom by clicking https://us02web.zoom.us/j/87888914943 and entering Meeting ID: 878 8891 4943. No password is needed. You may also access the meeting telephonically by calling 1-669-900-6833 and entering Meeting ID: 878 8891 4943. The purpose of the Special Meeting is to conduct the business listed on the attached Agenda.

Dan Paranick, District Clerk

Dated: September 11, 2020
Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation.

In compliance with revised Public Meeting laws enacted by the State of California, as well as Ventura County Public Health Orders’ social distancing requirements which restricts gatherings to slow the spread of the novel Coronavirus COVID-19 pandemic, this meeting will be held via Zoom by Board Members, District Staff, and the Public. There will be no in-person attendance.

Members of the public who wish to listen, speak or provide comments are encouraged to attend the meeting virtually via Zoom by clicking the following link: https://us02web.zoom.us/j/87888914943 Meeting ID: 878 8891 4943. No password is needed. You may also access the meeting telephonically by calling 1-669-900-6833. Enter Meeting ID: 878 8891 4943. At the appropriate time, in accordance with the agenda, the Chair of the Board will request that individuals who wish to speak identify themselves and make their comments.

Members of the public may also participate by providing written comments to the Board by sending an email to sandec@rsrpd.us by Thursday, September 17, 2020 at 5:00pm. The Chair will read comments during the meeting at the appropriate time for up to three minutes for each comment. If you have any questions regarding this virtual public meeting, please call Sandee Covone at 805-823-0971.

When recognized, please be professional. Speakers are allowed a maximum of three (3) minutes to comment. Depending upon the circumstances, the Board Chair may increase or decrease speaker time. At the conclusion of public comments, the Board Chair will thank the speaker(s) for participating.

The Board Chair may also determine appropriate action, if any, to be taken in response to comments received. Comments will be listened to, questions may be answered, speakers may be requested to further discuss the matter with staff, or an item could be added to a future Agenda or referred to a Board Committee, among other things. Items listed on the Agenda that require action will likely be voted upon by the Board of Directors. We appreciate your attendance and hope to see you again.

### BOARD OF DIRECTORS

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<td>Brian Dennert</td>
<td>Mark Johnson</td>
<td>Elaine Freeman</td>
<td>Kate O’Brien</td>
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### STAFF

District Manager
Dan Paranick
1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLLCALL

3. AGENDA REVIEW

4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

5. APPROVAL OF MINUTES
   a. Rancho Simi Recreation and Park District Board Meeting – September 3, 2020

6. PRESENTATIONS, SCHEDULED ITEMS AND PUBLIC HEARINGS
   a. Presentation of the Full Time Employee of the Month for July 2020 to Douglas Duran
   b. Presentation of the Part Time Employee of the Month for June 2020 to Ashley Danko

7. 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. Approval of 8/31/20 Accounts Payable Check Register and 8/28/20 Payroll Check Register
   b. Approval of Award of Contract for the Sunrise Meadows Open Space - Buttonwood Avenue Grading and Fence Replacement Project

8. NEW BUSINESS
   a. Approval of Grant Agreement to Receive Funds for the Arroyo Simi Greenway Project Phase IV from the Santa Monica Mountains Conservancy under the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2018 (Proposition 68)
   b. Consideration of Holding a Martin Luther King Jr. Day of Service Event and Providing Certificates of Recognition to Non-Profits and Community Groups for Supporting Earth Day Efforts
   c. Authorization and Approval to Waive Competitive Bid Requirements for the Purchase of a Modular / Mobile Home and Authorization to Solicit Bids for the Oak Park Caretaker’s Residence Construction Project
   d. Call for Nominations to Serve on the Board of Directors of the California Association for Park and Recreation Indemnity (“CAPRI”)
9. CONTINUED BUSINESS

10. WRITTEN COMMUNICATIONS OF NOTE

11. REPORTS BY BOARD MEMBERS

12. REPORT BY DISTRICT MANAGER

13. CLOSED SESSION

Closed Session Pursuant to Government Code Section 54956.95
Claimant: Mr. James Moldenhauer
Agency Claimed Against: Rancho Simi Recreation and Park District

Closed Session Pursuant to Government Code Section 54956.95
Claimant: Mr. Kurt Britz
Agency Claimed Against: Rancho Simi Recreation and Park District

Closed Session Pursuant to Government Code Section 54957
Public Employee Performance Evaluation
Title: District Manager

14. ADJOURNMENT

[Signature]
Dan Paranick, District Clerk

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.
1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – Chair Abele called the Meeting to Order at 6:32pm. The Pledge of Allegiance was led by Carolyn Cass-Barton.

2. ROLL CALL – Directors Freeman, Johnson, O’Brien, Vice Chair Dennert, and Chair Abele were in attendance. Staff in attendance included: Miguel Chavez, Tracy Engel, Lee Martin, Wayne Nakaoka, Dan Paranick, Theresa Pennington, District Counsel Brian Pierik, and Gina Viecco.

Guests included residents of Simi Valley and Oak Park who attended the meeting via Zoom, those who gave comments are listed under the appropriate topic below.

3. AGENDA REVIEW – There were no requested changes to the Agenda.

4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

Jan Britz-Kurt previously filed a claim for damage sustained to her car while at the Simi Hills Golf Course. The quote submitted seemed high, but due to the work involved for a small dent the cost is higher. She is asking the District to reconsider and submit their claim to insurance.

5. APPROVAL OF MINUTES

   a. Rancho Simi Recreation and Park District Board Meeting - August 20, 2020 – Motion: Director Freeman moved to approve the Minutes as written. Director O’Brien seconded the motion. The motion carried with a unanimous vote.

6. PRESENTATIONS, SCHEDULED ITEMS AND PUBLIC HEARINGS

   a. Approval of Mountains Recreation and Conservation Authority Final Budget for Fiscal Year 2020-21 – Theresa Pennington, Director of Administration, introduced Mr. Bassam Mosaad, the Financial Representative from MRCA. Mosaad provided an update to the Budget. This year is unusual due to COVID-19, their income has been reduced due to a loss of events and filming. However, the Budget is balanced due to reductions in multiple areas. They also have received grants to help supplement the gaps in the budget. They are aware this is not a sustainable measure, but this year there were not many options.

   Director Freeman thanked Mosaad, she appreciates the greater details, it helps to understand the Budget.
Director O'Brien commented the grant funds seem to have doubled this year. Mosaad responded, yes, it is true, the amount does fluctuate from year to year. In this Budget there was an additional $7 million that was not included with the Preliminary Budget.

Vice Chair Dennert was not able to attend the last MRCA meeting due to the scheduling in middle of the day, it is much easier to have meetings at the end of the day. Mosaad stated he would be happy to relay the message to the appropriate department.

Motion: Director Freeman moved to approve the Final Budget. Director O’Brien seconded the motion. The motion carried with a unanimous vote.

b. Presentation of the Full Time Employee of the Month for June 2020 to Miguel Chavez – Theresa Pennington, Director of Administration presented Miguel with his plaque and he will receive a paid day off. Miguel is the District’s Accountant with the Administration Department. He has worked with the District for 4.5 years; this is his 2nd Employee of the Month Award. Miguel thanked the Board for his award, he is proud to work with the District. He is thankful to work with a District Manager who appreciates the budgetary numbers and is especially grateful to work with Theresa Pennington, who is always so supportive. Tracy Engel added, Recreation and Accounting come from 2 different worlds, but Miguel has spent hours working with her and her staff to provide clarification to help them understand the process.

c. Presentation of the Full Time Employee of the Month for May 2020 to Bill Moritzky – The written report was provided by Theresa Pennington, Director of Administration. Bill is unable to attend the meeting tonight, he will be presented with his plaque during work hours and will receive a paid day off.

d. Status of the Districts Response to the COVID-19 Coronavirus Pandemic – The verbal report was provided by Dan Paranick, District Manager. The PAL (Play And Learn) program is up and working well, there is still room for additional enrollment. Pre-School registration is now open, so far there are 90 children registered. Recreation will also be adding an Adventure Academy in the afternoon from 2:30-5:30. Youth Sports is beginning to resume again starting with conditioning, however, most of the Fall Leagues have cancelled their seasons. Some religious organizations have been issued permits to conduct outdoor worship services. Paranick was interviewed by the Acorn regarding the fiscal impacts of COVID for all Special Districts. District Revenue is down, as expected due to COVID, he will provide a complete report with the upcoming Final Budget report.

Chair Abele asked if the numbers are down further than expected. Paranick responded, not more, just down as expected.

Vice Chair Dennert asked if there were any updates on the opening of playgrounds. Paranick responded nothing new, the Health Officer has not re-opened any playgrounds.

7. 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. Approval of 8/15/20 Accounts Payable Check Register and 8/14/20 Payroll Check Register – Staff responded to questions from the Board.

b. Approval of Notice of Completion and Final Acceptance for the Berylwood Park Skate Plaza Project – The written report was provided by Wayne Nakaoka, Director of Planning and Maintenance.

Motion: Director Freeman moved to approve the Consent Agenda. Director Johnson seconded the motion. The motion carried with a unanimous vote.

8. NEW BUSINESS – NONE

9. CONTINUED BUSINESS

a. Reconsideration of August 6, 2020 Agenda Item – Consideration of Tree Removal at Mae Boyar Park. Chair Abele will be making a motion to re-consider the vote from the previous meeting. District Counsel Picirk suggested item 9.a only be the discussion to reconsider the previous vote. Discussion of rescinding the previous vote and the merits of keeping or not keeping the tree should be discussed under the following item 9.b.

Chair Abele asked if any member of the Public would like to comment on the Board’s reconsideration of their previous vote.

The following people via Zoom requested the Board reconsider their previous vote regarding the tree removal at Mae Boyar Park: Stella (no last name), Carolyn Cass-Barton, Richard Caster, Jana Orkney, Jay Kapitz, Derek Ross, Molly McCarthy, Susan Meyers and Maryann Rush.

Director O’Brien added given the bad phone connection at the August 6, 2020 meeting, it would be wise to reconsider.

Chair Abele called a 10-minute Recess at 7:16pm.
Chair Abele called the meeting back to Order at 7:23pm.

Motion: Chair Abele moved to reconsider the previous Board vote from August 6, 2020 regarding the Mae Boyar Park tree removal. Director Freeman seconded the motion. The motion carried with a unanimous vote.

b. Consideration of Tree Removal at Mae Boyar Park – The staff report was presented by Dan Paranick, District Manager. Paranick provided the 3 alternatives given at the previous Oak Park Advisory Committee meeting and at the previous Board of Directors meeting.

O’Brien asked if it was possible to remove the rubber padding and build up soil or replace with wood chips. Paranick responded this would still be a safety hazard, as well as cost prohibitive. O’Brien also asked if it is possible to keep the trees, and get a liability waiver release signed by the park patrons somehow. Paranick responded the practicality of implementing this would be very difficult.
Freeman stated it was not a unanimous vote to remove the tree. She is in favor of saving the tree. She asked about using wood chips as opposed to the rubber padding. Paranick responded, yes, wood chips would provide some savings.

Johnson added there is a pattern of calling this a historical tree. Wayne Nakaoka, Director of Planning and Maintenance stated there was a mass tree planting in 1971 which is likely when these trees were planted. The Mae Boyar Park dedication was in 1960. The trees are not Historic but they are Heritage trees due to the trunks being larger than 90 inches.

Director Abele opened the topic to Public Comments at 7:46pm.

Jay Kapitz thanked the Board for reconsidering. Oak Park is rallying around this item and he would like the Oak Park Advisory Committee’s vote of 4-2 in favor of saving one of the trees have more weight. He has no problem with wood chip in the play area, he urged the Board to take their time with the decision.

Linda Kapitz, would like the tree saved, wood chips in the play area is fine.

Derek Ross stated the community is passionate to save trees. He would have voted to save the tree had he been in attendance at the Oak Park Advisory Committee meeting.

Cory (no last name) is in favor of saving the tree and read several quotes about the merits of trees.

Harry Medved is grateful for to the Board for reconsidering. Oak Park has trees for sentimental, historical, and emotional reasons. He would like the tree saved.

Janice Smets thanked the Board for reconsidering. She feels there should be money in the Budget to go towards saving the tree.

Janna Orkney stated 3 different arborists feel the tree is safe. This has been big news in the Acorn, on the front page and 4 additional pages inside. She prefers wood chips and added in the Bay Area they have better chips which are rounded.

Carolyn Cass-Barton thanked the Board for reconsidering. Oak Park is located in an unincorporated area of Ventura and there is a County Ordinance in place to protect Heritage Trees. She feels it is a minor root problem, exacerbated by the rubber play area padding. They have over 1,000 signatures in favor of saving the tree.

John Watts thanked the Board for reconsidering and he appreciates the community being passionate about the trees. He supports option #3 along with wood chips.

Mary Wisebrock thanked the Board for reconsidering, as a member of Save Open Space she supports saving the tree and likes wood chips.

Marleen Ribis thanked the Board for reconsidering. She feels the tree has sentimental value and was there before the play structure so it should be saved. She prefers wood chips.
Molly McCarthy loves the tree and wants it saved; she likes wood chips better.

Michael Green urged the Board to reconsider and save the tree.

Maryann Rush thanked the Board for reconsidering. She prefers wood chips and feels the rubber mat is the problem. The tree is part of the community and provides a legacy for Oak Park.

Linda Estrin is in favor of saving the tree, she would like organic wood chips.

Nicole Lelie wants to save the tree. She prefers rubber over the wood chips and suggested rubber chips that are now available.

Melanie Bremberg thanked the Board for reconsidering. She was raised in Oak Park playing under the tree in question. Three generations of their family have now enjoyed this tree, she feels it’s a witness tree, it’s been there through it all.

Chair Abele asked if there were any further comments from the public, no one else spoke up at this time.

District Manager Dan Paranick read emails that were submitted to the District. These are included with the Minutes.

Director Freeman agrees with all the public comments and the Oak Park Advisory Committee recommendation. She was at the dedication ceremony for the Mae Boyar Park and feels we need to respect the opinions of the Community. She is in favor of option #3 along with wood chips.

Director Johnson agreed with Freeman’s comments.

Vice Chair Dennert supports option #3 and appreciates the community’s passion for saving the tree. Their community is aware the additional funding comes from postponing a project in their area.

Paranick added it is not certain only one piece of playground equipment will need to be moved.

Chair Abele stated District staff does an excellent job performing the work and making appropriate decisions. He feels, all the logic says the tree should be removed, everything points to that. However, there comes a point when the outcry from the Community becomes overwhelming.

Motion: Vice Chair Dennert moved to rescind the previous Board action of August 6, 2020, and move forward with Option 3, remove 1 tree, keep 1 tree, and move a section of the playground away from the tree roots. Director Freeman seconded the motion. The motion carried with a unanimous vote.

10. WRITTEN COMMUNICATIONS OF NOTE – NONE
11. REPORTS BY BOARD MEMBERS

Vice Chair Dennert attended the Advanced Planning Committee and is excited about the plans. There is an upcoming community event the Importance of Pollinators. He attended the drive-in movie, the Candidate Orientation for the upcoming Election, and the Memorial Service for Greg Stratton.

Director Johnson did not attend any meetings. He visited the Skate Plaza and observed a lot of younger kids without helmets or protective gear, which is concerning.

Director Freeman regretfully was not able to attend the Memorial for Greg Stratton, they were great friends for over 45 years. Freeman suggested Paranick review the Budget again at the next Oak Park meeting.

Director O’Brien attended the Memorial for Greg Stratton, it was very nicely done. She attended the Candidate Orientation and found it very informative. She had no other meetings.

Chair Abele attended the Memorial event for Greg Stratton, he had an impact on so many areas in the Community, he has left an amazing legacy for future generations. He also attended the Advance Planning Committee meeting, the group took a tour of the area, he felt it was a productive meeting.

12. REPORT BY DISTRICT MANAGER – Comments were provided by Dan Paranick. Staff is working to enforce the rules at the Skate Plaza for anyone under the age of 18. So far there are 711 skaters registered in our system. There are still some issues with a group of teenagers (approximately 20-30) hanging out and not following the Park Rules. The Rangers will continue to be out there to monitor and enforce the rules as needed. Paranick participated in a conference call with other Park Districts Countywide, they are trying to get information on when larger outdoor events will be possible. District and General Managers statewide held a Zoom meeting to discuss the impact of COVID, some of the Districts reported having serious budgetary issues. Filming in the area is currently doing great. Thanks to Tracy Engel and especially Nikki Davy, who has done a great job reaching out to production companies.

Upcoming Events: The Park Pollinators event will be held Sept. 14th to 18th, additional Drive-in Movies are scheduled for October, the Senior Games will be held Oct. 13th to 28th with a modified events schedule, staff will be meeting with the Veteran’s group to discuss the upcoming Holiday, and the Activity Center will serve as a polling location this year.

Future Agenda Items: Caretaker residence bids, closed session at the next meeting, discussion regarding the Martin Luther King Day of service and Earth Day ideas, and information regarding grants. The Oct. 1st meeting will be moved to Sept. 30th and the Nov. 5th meeting will be moved to Nov. 4th due to scheduling issues. The Sept. 30th meeting is scheduled to be the first televised meeting.

Committee Activity: Historical Society meeting will be held Sept. 8th, the second Advance Planning Committee meeting will be scheduled, and there will be a Golf Committee meeting scheduled.
Dennert asked if the Rangers are going to start issuing citations at Berylwood and the Skate Plaza. Paranick responded, yes, it is the same group of kids and if warnings are not working then the Rangers will move on to citations.

13. CLOSED SESSION – NONE

14. ADJOURNMENT – Chair Abele adjourned the meeting at 8:55pm.

______________________________________________

Dan Paranick, District Clerk
RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: September 17, 2020
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for July 2020 to Douglas Duran

FULL-TIME EMPLOYEE OF THE MONTH FOR JULY 2020

The Full-Time Employee of the Month for July 2020 is Douglas Duran. Douglas is a Landscape Designer in the Planning and Maintenance Department. He has worked for the District for 19 years; this is his 6th Employee of the Month Award.

NOMINATION NARRATION

The person who nominated Douglas stated the following: Douglas has been with the District for almost 20 years as a Landscape Designer. He has worked on many important projects such as the Prince-Powell Colony House which now resides at Strathearn Historical Park, the Arroyo Simi Greenway, the relocation of the District offices to Guardian Street, and the build out of the maintenance area to name a few. He is currently working on Phase 3 of the Activity Center. Douglas puts his all into everything he does here at the District. He is willing to help, he is extremely friendly and welcoming, and always has a smile on his face. He can also whip up some mean lemon bars! Douglas is very deserving of the Employee of the Month Award.

BOARD ACTION

Douglas has been invited to attend the September 17, 2020 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.

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

Date: September 17, 2020

To: District Manager

From: Director of Administration

Re: Presentation of the Part-Time Employee of the Month for June 2020 to Ashley Danko

PART-TIME EMPLOYEE OF THE MONTH FOR JUNE 2020

The Part-Time Employee of the Month for June 2020 is Ashley Danko. Ashley is an Administrative Assistant V with the Planning and Maintenance Department. She has worked for the District for almost 4 years; this is her first Employee of the Month Award.

NOMINATION NARRATION

The person who nominated Ashley stated the following: My nominee has become one of the most valuable employees in the Planning and Maintenance Department. She is a bright, intelligent, and trustworthy individual who is always interested in more challenging assignments. Some of her more noteworthy accomplishments include: cataloging the District’s water usage and refuse disposal costs, organizing the District’s chemical MSDS/SDS safety information, and cataloging the Woolsey Fire cost recovery information used to differentiate the itemized cost for each project. In addition, she has assisted in the research and preparation of staff reports, and has performed Annual Park Inspections in the absence of her department head. More recently, she has learned the fundamentals in calculating the Park Dedication Fee Ordinance (Quimby Act) as it applies to residential developments, and co-authored the COVID-19 opening plan for Strathearn Park. Between her assignments, she has taught herself the fundamentals of using the AutoCAD drafting system and can produce non-technical graphic designs and drawings. Based on her hard work and dedication to the Park District, I believe that my nominee is rightfully deserving of becoming the Park District’s Part-Time Employee of the Month.

BOARD ACTION

Ashley has been invited to attend the September 17, 2020 Board Meeting to receive a plaque and a check for $75.00 from the Board Chair.

Theresa Pennington
Director of Administration
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Note: The table above is a summary of invoices and payments made to various vendors. The descriptions include the nature of the goods/services purchased and the corresponding amounts paid. Some entries include multiple invoice numbers and descriptions, indicating separate transactions or line items within a single invoice.
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PAYROLL CHECK REGISTER – 08/28/2020

Presented to the Board of Directors

Prepared by:
Tracy Heminuk
## Check Register Summary
### 8/28/2020

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DATE: September 17, 2020

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for the Sunrise Meadows Open Space – Buttonwood Avenue Grading and Fence Replacement Project

Background and Overview:

At its meeting of November 7, 2019, the District’s Board of Directors authorized staff to solicit bids for the fire and stormwater damage clean-up along Buttonwood Avenue in Oak Park. This project was temporarily delayed by staff due to issues surrounding COVID-19.

As designed, this project will remove mud, silt, and other debris from the fence line separating the residents along Buttonwood Avenue from the Park District’s Open Space (Sunrise Meadows). The build-up along this fence is up to twenty-four inches (24") in elevation, resulting in bent fence posts and augmentation in the alignment of the fence towards the residents’ homes. In addition to the grading and removal operation, a new five-foot-high chain link fence will be installed along the seven affected homes on Buttonwood Avenue.

The bid package was separated into a Base Bid and one Additive Bid Alternative. The Base Bid includes site demolition and cleaning, grading, excavation and soil exportation, concrete work, and installation of new five-foot-high chain link fencing. Additive Bid Alternative “A” includes the removal, transport, and disposal of all excess excavated soil from the project site to a legitimate solid waste landfill.

A Notice Inviting Bids for the project was published in the Ventura County Star on August 16, 2020. A total of ten (10) contractors received bid packages for the project.

On September 1, 2020, sealed, written bids were received from the following contractors in time for the opening of bids:
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid Amount</th>
<th>Additive Bid Alternative “A”</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic Construction Associates, Inc., Camarillo, CA</td>
<td>$65,000</td>
<td>$3,000</td>
<td>$68,000.00</td>
</tr>
<tr>
<td>Geske’s Hauling Service, Ventura, CA</td>
<td>$78,750</td>
<td>$7,000</td>
<td>$85,750.00</td>
</tr>
<tr>
<td>J &amp; H Engineering, Camarillo, CA</td>
<td>$77,850</td>
<td>$14,100</td>
<td>$91,950.00</td>
</tr>
<tr>
<td>Lee Construction, Simi Valley, CA</td>
<td>$96,465</td>
<td>$22,948</td>
<td>$119,413.00</td>
</tr>
<tr>
<td>No-Ho Constructors, Studio City, CA</td>
<td>$123,000</td>
<td>$14,100</td>
<td>$137,100.00</td>
</tr>
<tr>
<td>Summer Construction, Inc., Santa Paula, CA</td>
<td>$133,400</td>
<td>$17,000</td>
<td>$150,400.00</td>
</tr>
</tbody>
</table>

The apparent lowest responsible/responsive bidder, Civic Construction Associates, Inc. of Camarillo, CA has previous experience working for the Park District with the successful completion of the Mayfair Park Play Area Equipment Replacement Project in 2018 and the Berylwood Park Skate Plaza Project in 2020. Staff is confident in the ability of Civic Construction Associates to complete this project in conformance with the plans and specifications for the project, and is recommending that the project be awarded to Civic Construction Associates, Inc. in the amount of $68,000, which includes the Base Bid and Additive Bid Alternative “A”.

**Fiscal Impact:**

The cost of this project is eligible for reimbursable coverage under the State of California Emergency Disaster Repair Fund as administered under the Offices of Emergency Service (OES). Funding from OES is provided under a 75/25 percent ratio, with the District responsible for 25% of the cost. Therefore, staff estimates that the District’s portion of the shared cost of this project will not exceed $18,700 [25% of the sum of: Base Bid ($65,000) + Additive Bid Alt. “A” ($3,000) + 10% Construction Contingency ($6,800)].

Adequate funding for this project is available from the FEMA/Insured/SCE Proceeds, Supplemental General Fund Budget-Woolsey Fire Damage identified in the District’s Preliminary Budget for FY 2020-21.

**Board Action Requested:**

That the Board:

1. Award a contract for the Sunrise Meadows Open Space – Buttonwood Avenue Grading and Fence Replacement Project to Civic Construction Associates, Inc. of Camarillo, CA for the Base Bid and Additive Bid Alternative “A” in the aggregate amount of $68,000.
2. Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed $6,800, if and when the need arises for extra work or modifications to the project.

Wayne Nakaoka
Director of Planning and Maintenance
AGREEMENT WITH

CIVIC CONSTRUCTION ASSOCIATES, INC.

FOR THE

SUNRISE MEADOWS OPEN SPACE –

BUTTONWOOD AVENUE GRADING AND FENCE REPLACEMENT PROJECT
RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
Sunrise Meadows Open Space – Buttonwood Avenue
Grading and Fence Replacement Project

THIS AGREEMENT “Agreement” is made and entered into this _____ day of ______, 20__, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and Civic Construction Associates, Inc., a California corporation, 79 Daily Drive, #171, Camarillo, CA 93010, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

A. DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before September 1, 2020, for the following:

SUNRISE MEADOWS OPEN SPACE – BUTTONWOOD AVENUE
GRADING AND FENCE REPLACEMENT PROJECT
OAK PARK, CALIFORNIA

in the Community of Oak Park, California, hereinafter called PROJECT.

B. On September 1, 2020, at 2:00 P.M., in the DISTRICT offices, these bids were opened.

C. At its regular meeting held on September 16, 2020, the DISTRICT’S Board of Directors accepted the bid of CONTRACTOR for the PROJECT as being the lowest responsive and responsible bid received, and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements in this AGREEMENT, said parties agree as follows:

ARTICLE I

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

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

ARTICLE II

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

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of SIXTY-EIGHT THOUSAND AND NO/00 DOLLARS ($68,000.00), which includes the Base Bid Amount plus Additive Bid Alternative “A”, based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

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

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

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

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT'S Notice to Proceed and shall complete work on the PROJECT within thirty (30) consecutive calendar days after commencement.

ARTICLE VI

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

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

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by all applicable law and the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR. (Labor Code §1773.2.)

CONTRACTOR is aware of and agrees to abide by Labor Code sections 1775 and 1813, pertaining to statutory penalties for failure to comply with payment of prevailing wages. (Labor Code §§ 1775(a)(2)(E), 1810-1815.)

CONTRACTOR is aware of and agrees to abide by Labor Code section 1776, pertaining to the retention and inspection of payroll records. (Labor Code §1778(i).)
CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

Furthermore, if federal funds are used to pay for the work, CONTRACTOR and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Contractor and Subcontractor Registration

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

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

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

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

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

DIR Monitoring and Enforcement

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

Job Site Notices

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

ARTICLE VIII

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

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

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

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

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

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

ARTICLE IX

To the greatest extent allowed by law, CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, and from any and all claims, loss, damage, injury and liability, however the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

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

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

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

ARTICLE X

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

ARTICLE XI

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

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

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

(1) **Public Liability Insurance** in an amount of not less than TWO MILLION DOLLARS ($2,000,000.00) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than TWO MILLION DOLLARS ($2,000,000.00), in which case the aggregate may be TWO MILLION DOLLARS ($2,000,000.00).

(2) **Comprehensive Automobile Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence;

(3) **Contractual General Liability Insurance** in an amount of not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence.

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

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

**ARTICLE XII**

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

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

In entering into this AGREEMENT or a contract with a subcontractor to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR and any subcontractor will be deemed to have offered and agreed to assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the PROJECT. This assignment will be deemed made and will become effective at the time DISTRICT tenders final payment to CONTRACTOR, without further acknowledgement by the parties.
ARTICLE XVII

A. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this AGREEMENT and to bind it to the performance of its obligations.

B. This AGREEMENT is binding upon the heirs, executors, administrators, successors and permitted assigns of the parties.

C. This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the work to be performed under this AGREEMENT and supersedes all other agreements or understandings, whether oral or written, between CONTRACTOR and DISTRICT prior to the execution of this AGREEMENT.

D. No amendment to or modification of this AGREEMENT will be valid unless made in writing and approved by CONTRACTOR and by DISTRICT board, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

E. This AGREEMENT may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The AGREEMENT and Amendments to this AGREEMENT will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

F. Waiver by any party of any term, condition, or covenant of this AGREEMENT will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by DISTRICT of any work performed by CONTRACTOR will not constitute a waiver of any of the provisions of this AGREEMENT.

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

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

I. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

SIGNATURES ON FOLLOWING PAGE 10
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ______ day of ____________________, 20__, by their respective officers duly authorized in that behalf.

ATTEST:

Theresa Pennington
Deputy District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

by ________________________________

Dan Paranick, District Manager

APPROVED AS TO FORM:

Brian A. Pierik, District Counsel

CIVIC CONSTRUCTION ASSOCIATES, INC.:

A California Corporation

by ________________________________

President

by ________________________________

Secretary
Exhibit "A"

Contractor’s Bid Schedule
PROPOSAL

PROJECT: Sunrise Meadows Open Space - Buttonwood Avenue Grading and Fence Replacement Project

PROJECT NO: 2020-1-121

PROJECT LOCATION: Sunrise Meadows Open Space, Oak Park, California (34°-10'-11.23" N, -118°-44'-53.78" W)

BIDDER: Civic Construction Associates

BID OPENING DATE: September 1, 2020

TIME: 2:00 pm

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

Directors:

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

Sunrise Meadows Open Space
Buttonwood Avenue
Grading and Fence Replacement Project

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

In submitting this proposal, I agree:

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

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

3. Within fifteen (15) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.
4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement.

**BASE BID:**

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

The lump sum of **Sixty Five Thousand** ------------------------- Dollars

($ 65,000.00 )

**ADDITIVE BID ALTERNATIVE ‘A’**

Remove, transport and dispose of all excess excavated soil from the project site to a legitimate solid waste landfill. Haul route and disposal site to be determined by Bidder.

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

The lump sum of **three thousand** ---------------------------------------- Dollars.

($ 3000.00 )

**UNIT PRICES**

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

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

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

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

**BASE BID UNIT PRICES:**

---

Bid Proposal
00401 - 2

BIDDER'S INITIALS

45
**DESCRIPTION** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **TOTAL**
--- | --- | --- | --- | ---
1. MOBILIZATION | 1 | JOB | L.S. | 7,500.00
2. DEMOLITION / CLEAR & GRUB | 1 | JOB | L.S. | 5,000.00
3. EARTHWORK / GRADING | 1 | JOB | L.S. | 20,000.00
4. EROSION CONTROL | 1 | JOB | L.S. | 5,000.00
5. TEMPORARY CONSTRUCTION FENCE | 1 | JOB | L.S. | 2,500.00
(See Specification Section 01500, Section 1.14 for Requirements)

**GENERAL***

6. INSTALLATION OF NEW 5'-0" HIGH CHAIN LINK FENCING PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 600-2 | 1 | JOB | L.S. | $25,000.00

**BASE BID CONSTRUCTION TOTAL:** $65,000.00
(This amount to equal base bid on Page 00401-2)

AWARD OR REJECTION OF BIDS

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

The District will award this Contract under the following provisions.

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

The lowest combined total of the Base Bid and Additive Bid Alternate "A" for the project.

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

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

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

STATE LICENSES

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

INSURANCE

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

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

BONDS

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

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

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

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

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

PERMITS AND FEES

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

The Contractor will also be required to obtain and pay for an "Encroachment Permit" for the transportation of materials and debris on city streets from the City of Simi Valley Department of Public Works. All incidentals (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal. A copy of the "Encroachment Permit" must be provided to the Park District prior to transportation of materials to and from the project site.

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

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

PREVAILING WAGE RATES

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

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

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

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

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

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

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

Bid Proposal
00401 - 6

BIDDER'S INITIALS
(2) In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

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

JOB SITE NOTICES

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

VISITING THE SITE

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


ADDENDA

This bid includes ADDENDUM NO: 1 Dated: October 26, 2020

ASSIGNMENT

This Contract shall not be assigned by the Contractor.

TIMELINESS OF PERFORMANCE

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

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

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

NAME OF BIDDER Civic Construction Associates

BY

BIDDERS SIGNATURE

CEO/President

ADDRESS 79 Daily Drive, #171
Camarillo, CA 93010
805-551-5211

CONTACT PHONE NO.

CONTRACTOR'S LICENSE NO. 994455 EXP. DATE 7/31/2022

PRIMARY CLASS "A"- General Engineering
SECONDARY CLASS "C-27"- Landscaping

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NO. PW-LR-1000411013

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

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

Bid Proposal 00401 - 8

BIDDER'S INITIALS

51
BID GUARANTEE

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

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

N/A __________________________________________________________________________ Dollars ($____________________)

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

(*Circle the applicable word.)

Signature:____________________________

Title:______________________________

Company:__________________________

Date:______________________________

END OF DOCUMENT
SUBCONTRACTORS LIST

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

BY: Civic Construction Associates
hereinafter called "Bidder"

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

(Name of Project)

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

The prime contractor must also list sub-contractors working for sub-contractors for this project providing that they are performing Work equal to 1/2 of 1 percent of the total proposed Contract Sum.

<table>
<thead>
<tr>
<th>NO.</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE # / DIR#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

(Please duplicate and attach additional pages as required)

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

Provide signature identical to that shown on the Bid Form:

BIDDER:  

DATE: September 1, 2020

END OF DOCUMENT

Subcontractors List

00430-1
**AFFIRMATIVE ACTION PROGRAM**

Contractor/Subcontractor EEO Status Report

In compliance with Chapter IV (commencing with Section 30) to Division 1 of Part 1 of Title 5 of the California Administrative Code, the entity for which the Work of the Contract is to be performed is required to take affirmative action to assure Equal Opportunity Employment.

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

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

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

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Civic Construction Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>79 Daily Drive, #171</td>
</tr>
<tr>
<td>City</td>
<td>Camarillo</td>
</tr>
<tr>
<td>Number of Employees</td>
<td>13</td>
</tr>
<tr>
<td>This Firm is:</td>
<td>XXX Independently Owned and Operated</td>
</tr>
<tr>
<td>Parent Company:</td>
<td>An Affiliate</td>
</tr>
<tr>
<td>or</td>
<td>A Subsidiary</td>
</tr>
<tr>
<td>or</td>
<td>A Division</td>
</tr>
<tr>
<td></td>
<td>XX Small Business</td>
</tr>
<tr>
<td></td>
<td>_____ Large Business</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Has</th>
<th>Contractor Has Not</th>
</tr>
</thead>
<tbody>
<tr>
<td>Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11245.</td>
<td>XX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Filed the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31 prior.</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ XX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Filed Equal Employment Opportunity Information Report EEO-1 when required.</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ XX</td>
</tr>
</tbody>
</table>
Developed a written Affirmative Action Program. _______ XX _______

Contractor's Equal Employment Opportunity Program has ____ has not XX been subject to a Government Equal Opportunity Compliance Review.
If so, when: ____________________.

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

Signature ________________________

Title CEO/President __________________

Date September 1, 2020 ________________

END OF DOCUMENT
BID BOND

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

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the District, the accompanying bid dated September 1, 2020, attached hereto for the WORK of the Project entitled: Sunrise Meadows Open Space – Buttonwood Avenue – Grading and Fence Replacement Project in strict accordance with the specifications and drawings on file at the office of the Rancho Simi Recreation and Park District

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

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 24th day of August, 2020, the name and corporate seal of each corporate party being hereeto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Civic Construction Associates
(Corporate Seal) Principal
By: [Signature]
Title: [Title]

The Ohio Casualty Insurance Company
(Corporate Seal) Surety
By: [Signature]
Title: Andrew Sysyn, Attorney-in-Fact

END OF DOCUMENT

Bid Bond
00411-1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Orange

On 8/24/2020 before me, Maria Sysyn, Notary Public

personally appeared Andrew Sysyn

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: ______________________________________ Document Date: ________________________

Number of Pages: __________________ Signer(s) Other Than Named Above: ________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________________________ Signer's Name: ___________________________

☐ Corporate Officer — Title(s): ______________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ____________________________________________ Signer Is Representing: __________________________

☐ Corporate Officer — Title(s): ______________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual: ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ____________________________________________ Signer Is Representing: __________________________
Execution of Contracts: Section 5. Surety Bonds and Undertakings.

The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary, to appoint such attorneys-in-fact as may be necessary to act on behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of December, 2018.

State of PENNSYLVANIA
County of MONTGOMERY

On this 7th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect as follows:

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, or the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary, to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of August, 2020.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: September 17, 2020

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Grant Agreement to Receive Funds for the Arroyo Simi Greenway Project Phase IV from the Santa Monica Mountains Conservancy under the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2018 (Proposition 68)

BACKGROUND

The Arroyo Simi Greenway project began in 2007 as a joint effort of the Park District, the Ventura County Watershed Protection District, and the City of Simi Valley who worked in partnership to plan and develop the Arroyo Simi as an improved community asset. Through the Arroyo Simi Ad Hoc Committee, a Visioning Study was completed and a contract was awarded by the City of Simi Valley to RRM Design Group to prepare the Arroyo Simi Specific Plan. Using the Visioning Study as a base, the Specific Plan resulted in a set of plans and development standards to implement the design of the Visioning Study. RRM Design Group, the consultant who prepared the Visioning Study, was again retained to prepare the Greenway Specific Plan. The Specific Plan provides plans for the development of the Arroyo Simi Greenway; a phasing and implementation plan for the multi-phased, multi-year project; a sustainability program to ensure that the Greenway project protects the environment by choosing appropriate construction materials and restoring and preserving the natural environment; and a stewardship program for the long-term maintenance of the Greenway. The project area consists of the Arroyo Simi and adjacent Watershed Protection District’s right-of-way for most of the length of the City, from the City limits at the west end to Corriganville Park at the east end.

Currently three phases have been completed and the Arroyo Simi Greenway provides 5.67 miles of non-motorized pathways which traverse in an east-west direction throughout half of the City. At completion, the Greenway will be 11.96 miles long, extend the entire length of the City, and provide enhanced links to several schools, parks, businesses, open space and trails, and will also result in the creation of several new parks along the Arroyo.

DISCUSSION

On May 19, 2020, the District submitted a grant application to the Santa Monica Mountains Conservancy (SMMC) requesting funding from the State of California’s Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68). On June 1, 2020, SMMC’s Board of Directors approved funding requests and awarded $11,825,000 in Proposition 68 and Proposition 1 grant funds to 7 local agencies. The Park Districts’ funding request to complete the Arroyo Simi Trails and Greenway Project Phase IV was approved for the full request amount of $1,000,000. A cash match of $201,007 is required. Staff will include a share of the match requirement in the FY 2021-22 Budget. Staff has also discussed the Phase IV project with City staff and will work with the City to share in
providing for the cash match as has been done previously in the prior phases of the project. Attachment A is the Grant Agreement between the State of California / Santa Monica Mountains Conservancy and the Rancho Simi Recreation and Park District which must be signed and returned to SMMC. Under the terms of the Agreement, grant funds will be disbursed on a reimbursement basis upon completion of each element of construction. Staff anticipates that the project will be completed by June 2022; however, under the terms of the Agreement, the final deadline to complete the project is June 30, 2023.

BOARD ACTION REQUESTED

It is recommended that the Board authorize the District Manager to execute Grant Agreement No. 3810-P68-2018 with the Santa Monica Mountains Conservancy to receive the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All grant program funds in the amount of $1,000,000 to continue the revitalization of the Arroyo Simi Greenway.

ATTACHMENTS

A) Grant Contract  
B) Conceptual Design Map  
C) Grant Application

Dan Paranick  
District Manager
ATTACHMENT A

GRANT CONTRACT
August 26, 2019

Mr. Dan Paranick, District Manager
Rancho Simi Recreation and Park District
4201 Guardian Street
Simi Valley, California 93063

Grant Agreement

Dear Mr. Paranick:

Please find the enclosed grant agreement for your review:

3810-P68-2018 Arroyo Simi Trail and Greenway Phase 4

Please affix your digital signature to the agreement where indicated (or print, sign, and scan) and return all documents via email.

Should you have any questions, please feel free to contact me at (323) 221-9944 x 185 or via email at liz.jennings@mrca.ca.gov.

Sincerely,

LIZ JENNINGS
MRCA Contracts Coordinator,
on behalf of the Conservancy
STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   Santa Monica Mountains Conservancy

   CONTRACTOR'S NAME
   Rancho Simi Recreation and Park District (Arroyo Simi Trail and Greenway Phase 3)

2. The term of this Agreement is:
   7/10/2020 through 6/30/2023

3. The maximum amount of this Agreement is:
   $1,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   Exhibit A – Scope of Work
   1 page(s)

   Exhibit B – Budget Detail and Payment Provisions
   1 page(s)

   Exhibit C* – General Terms and Conditions
   GTC 610

   Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
   32 page(s)

   Exhibit E – Additional Provisions
   Board Materials
   Other Materials

   Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

   These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.):
Rancho Simi Recreation and Park District

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Mr. Dan Paranick, District Manager

ADDRESS
4201 Guardian Street
Simi Valley, California 93063

STATE OF CALIFORNIA

AGENCY NAME
Santa Monica Mountains Conservancy

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Ms. Rorie Skei, Chief Deputy Director

ADDRESS
570 West Avenue 26, Suite 100, Los Angeles, California 90065

California Department of General Services Use Only

SIGN HERE

Exempt per: SCM Vol. 1 Sections 4.01, 4.04, and 4.06
SCOPE OF WORK

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein: extend and improve the Arroyo Simi Greenway trail project with Board Materials date June 1, 2020.

2. The services shall be performed within the Santa Monica Mountains Conservancy Zone.

3. The services shall be provided during normal business hours.

4. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency: Santa Monica Mountains Conservancy</th>
<th>Contractor: Rancho Simi Recreation and Park District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Chief Deputy Director</td>
<td>Name: Dan Paranick</td>
</tr>
<tr>
<td>Phone: (310) 589-3200 ext. 112</td>
<td>Phone: (805) 584-4406</td>
</tr>
<tr>
<td>Fax: (310) 589-2408</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

Direct all inquiries to:

<table>
<thead>
<tr>
<th>State Agency: Santa Monica Mountains Conservancy</th>
<th>Contractor: Rancho Simi Recreation and Park District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Government Programs</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention: Budgets, Grants, and Contracts Officer</td>
<td>Attention: Dan Paranick</td>
</tr>
<tr>
<td>Address: 570 West Avenue 26, Suite 100</td>
<td>Address: 4201 Guardian Street</td>
</tr>
<tr>
<td>Los Angeles, California 90065</td>
<td>Simi Valley, California 93063</td>
</tr>
<tr>
<td>Phone: (323) 221-8900 x 101</td>
<td>Phone: (805) 584-4406</td>
</tr>
<tr>
<td>Email: <a href="mailto:maloney@smmc.ca.gov">maloney@smmc.ca.gov</a></td>
<td>Fax:</td>
</tr>
</tbody>
</table>
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
Attn: Budgets, Grants and Contracts Officer
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

C. Refer to additional billing information for more details.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does no appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
EXHIBIT E

Rancho Simi Recreation and Park District (Arroyo Simi Trail and Greenway Phase 3)
Proposition 68
3810-P68-2018

Additional General Provisions

A. Definitions

1. The term “Act” as used herein means the Prop 68: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68).

2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.

3. The term “Contract” as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.

4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.

5. The term “Grant Moneys” as used herein means funds derived from the sale of bonds authorized by the Act.

6. The term “Project” as used herein means the project described in Section B of Exhibit E.

7. The term “Project Performance Period” as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of Exhibit E.

8. The term “State” as used herein means the Santa Monica Mountains Conservancy.

9. The term “Contractor” as used herein means the party described as the Grantee on page 1 of this Contract.

B. Project Description

The Grantee shall be responsible for extend and improve the Arroyo Simi Greenway trail project in accordance with Conservancy Board materials dated June 1, 2020
Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, press releases and publicity materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.

For Projects that involve land acquisition:

1.1 Prior to purchasing fee title or a lesser interest in eligible land, the Grantee (buyer) must submit necessary information to the Grant Manager. This information must include:

1.1.1 An estimate of the current fair market value of the land interest to be purchased. To establish the fair market value, the Grantee will obtain one independent appraisal. One independent review appraisal will be required to review all appraisal reports and to prepare a written report of the review. All appraisals and the review appraisal must be prepared by real property appraisers currently licensed by the State of California Office of Real Estate Appraisers as a Certified General Appraiser.

1.1.2 A written statement of the proposed procedure and timing of the purchase of the land interest.

1.1.3 A written statement that the land is suitable for its intended uses, and that the Grantee is solely responsible for the mitigation of a hazardous material that may be found during the development of the site.

1.1.4 If not included in the appraisals, an adequate map showing the location of the proposed project including the land/easement proposed for purchase. Adequacy will be determined by the Grant Manager.

1.2 Open an escrow account with an institution licensed by the California Department of financial Institutions and obtain the services of an escrow company that has complied with the requirements of Division 6 of the California financial code, commencing with Section 17000.
1.3 Provide the escrow company with the Purchase and Sale Agreement outlining the terms and conditions by June 30, 2023.

1.3.1 Execute and deliver to the Grant Manager an original of the Purchase and Sale Agreement to include the terms of escrow and the seller’s restrictions during the term of the escrow, if any.

1.3.2 Provide the escrow company with all required deposit amounts and required insurance information.

1.3.3 Processing of grant deeds shall occur as part of the escrow instructions, and the grant deed will be recorded when all escrow instructions have been completed and immediately after escrow closes on or before June 30, 2023. If all of the property interest is not purchased, any funds disbursed under this Agreement must be returned to the Santa Monica Mountains Conservancy and any penalties for arbitrage on interest earned will be paid by the Grantee.

1.3.4 Close escrow and finalize the acquisition.

C. Project Period

The project period shall be from July 10, 2020 to June 30, 2023, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.
2. (Only if a match is required) The State and the Grantee hereby agree and acknowledge that the State's obligation to disburse the Grant Moneys under this Contract are explicitly conditioned upon Grantee's securing matching funds on a 1:1 ratio to the total amount approved by this Contract. Grantee will have the obligation to provide the State with proof of said matching funds as part of Grantee's payment requests and/or invoices to the State. In the event that Grantee is unable to provide proof of secured matching funds equal to the total Grant Moneys requested in any particular payment request/invoice, the State shall have no obligation to disburse any further Grant Moneys until such proof is provided.

3. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.

4. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et seq.)

5. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.

6. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.

7. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.

8. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.

9. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.
10. Grantee agrees to comply with applicable prevailing wage requirements.

11. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (http://gis.ca.gov/catalog/) maintained by the CERES Program (www.ceres.ca.gov).

11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.

12. Recipients of grant funding shall post signs and/or include appropriate documentation within the deliverables of the Grant acknowledging the source of the funds pursuant to direction and approval by the Conservancy. The Conservancy may withhold the final disbursement pending acknowledgement of the funding source in the manner approved by the Conservancy.

E. Project Costs

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.

2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

3. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Conservancy; however, the
EXHIBITE

Grantee shall notify the Conservancy in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of the Grant Funds may not be increased without Board Approval.

4. Indirect costs are costs that have been (1) incurred for common or joint objectives and (2) cannot be readily identified with a particular project or program. The Conservancy encourages Grantees to keep these costs as low as possible and requests information regarding these costs with the Grantee Data Sheet. These costs are to be stated in the agreement budget as a separate line item.

F. Work Products

1. Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.

2. All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

2. The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.
3. The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

G. Project Administration

1. Grantee agrees to promptly submit project status reports as the State may request. Failure to submit such project status reports in a timely manner may result in stop payments for future payment requests until such reports are submitted. Grantee shall provide State a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.

3. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee’s jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligation of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of
parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.

2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

I. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no
other use of the property shall be permitted except by specific act of the Legislature.

2. Grantee shall use the property for purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of the State to be used for related purposes within the Grantee's jurisdiction.

3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Moneys for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital cost of the project.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.

2. The Grantee shall not discriminate against any person on the basis of residence.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

K. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.
L. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and pursuant to this provision of this Contract, are severable.
Memorandum

To: The Conservancy
The Advisory Committee

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

Date: June 1, 2020

Subject: Agenda Item 13: Consideration of resolution authorizing a grant of Proposition 68 funds to the Rancho Simi Recreation and Park District for phase 3 of the Arroyo Simi Trail and Greenway, City of Simi Valley.

Staff Recommendation: That the Conservancy authorize a grant not to exceed $1,000,000 in Proposition 68 funds to the Rancho Simi Recreation and Park District to extend and improve the Arroyo Simi Greenway trail project.

Legislative Authority: Section 33204(a) of the Public Resources Code; and Proposition 68, Section 80000 of the Public Resources Code.

Background: Please see the attached Proposition 68 grant application from the Rancho Simi Recreation and Park District for a detailed description and analysis. The grant request is for $1,000,000 to be matched with approximately $262,000 in District funds in order to extend and complete a next phase in the Arroyo Simi Greenway, a long-planned nearly 12-mile trail system to traverse the City of Simi Valley along the Arroyo Simi. This grant will provide an additional 1.6 miles of enhanced access and trailheads, renovated trails, interpretive elements, and rest areas in the eastern portion of the city and Arroyo. The trail improvements will also connect to four parks or recreation amenities. Native plant restoration is part of the project, to enhance habitat and water quality. This trail segment project area happens to run through one of the City of Simi Valley’s most disadvantaged census tracts, and its completion will enhance outdoor recreation opportunities and safer bicycle and pedestrian access to schools and parks.

The Arroyo Simi Greenway project began in 2007 as a vision and joint effort of the District, the Ventura County Watershed Protection District, and the City of Simi Valley. It complements local and regional trail systems, including the Rim of the Valley Trail which intersects near the Arroyo Simi Equestrian Center, which was the subject of an early Conservancy grant in the 1980’s.

Proposition 68 grant guidelines for Visitor Serving Development and Improvement Projects received more than sufficient scoring under values for Prioritization, Category, Implementation, Climate Change, and Additional Consideration (totaling 133 out of a max of 145), plus points for matching funds.
April 23, 2020

Joseph Edmiston
Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, CA 90265

Dear Mr. Edmiston,

On behalf of the residents served by the Rancho Simi Recreation and Park District, thank you for your partnership. Please accept this letter as a conceptual submittal for project funding consideration from Proposition 1, Proposition 68, and / or Proposition 84 sources.

Rancho Simi Recreation and Park District is dedicated to providing multi-faceted experiences to the residents of Simi Valley. Our inclusive parks, programs, open space, and trails are enjoyed by thousands of residents each week, and offer something for every age, skill, and interest to enjoy.

Rancho Simi shares your commitment to the continued growth and success of our communities and believes one key to that success lies within the Recreation and Park District. Recreation is a vital part of the overall health and success of every community, which is why we continuously strive to provide excellent new parks, facilities, programs, trails and outdoor experiences for our residents.

Recreational activities offer a multitude of benefits including physical health, self-esteem, stress reduction, increased quality of life, and also aids in weight loss, increased energy levels, and reduces obesity related illnesses like heart disease and diabetes. Outdoor recreation has also proven to be an important way to build relationships and social skills which is a vital skill in modern society, inundated with distracting technological devices.

The investment of financial resources into the development of parks and recreation facilities and programs is crucial to the sustainability of every community and for the long-term well-being of its residents.
Rancho Simi would like to propose for your consideration two significant projects further detailed in the attached descriptions that will greatly enhance the Park Districts offerings to the residents of our community:

1) The first is the addition of a new segment of the Arroyo Bicycle and Pedestrian Greenway that runs east to west providing the only dedicated path that connects our open space and trail system through the City of Simi Valley.

2) The second is the restoration of Madea Creek and adjoining trails in Oak Park which will be renovated and revegetated with native trees and plant materials to restore it to its natural habitat.

We sincerely appreciate your time and consideration of these valuable projects that will provide health and wellness benefits to the constituents of the communities of Simi Valley and Oak for many years to come. Please let me know what additional steps or materials are required to complete our funding request.

Feel free to contact me if you or your staff have any questions or require additional information at 805-584-4406 or via email at danp@rsrdp.us.

Sincerely,

[Signature]

Dan Paranick
District Manager

cc: Board of Directors

Enclosures
Arroyo Bicycle and Pedestrian Greenway – Phase IV

As planned, the Arroyo Greenway functions as a bicycle and pedestrian centerpiece for the community; it connects the entire City of Simi Valley together through a safe, recreational pathway where its non-motorized users are separated from motorized users. The first three phases of the Arroyo Greenway Project have been completed and provide 5.67 miles of non-motorized pathways which traverse in an east-west direction through half of the City. At completion, the Arroyo Greenway will be 11.96 miles long, extending the entire length of the City and will connect the Arroyo to the Park District's open space and trails.

Once the new segment is completed, the greenway will be extended by a total of 1.60 miles, will have six enhanced trail entries, connect to four additional parks and recreation features, additional schools, and proceed through a densely developed business district. The new greenway segment will offer non-motorized recreation opportunities to businesses, residents, students and employees alike, to encourage residents to exercise. Expanding the bikeway will form new and important connections with the people that utilize it to various points of interest, nature, other like-minded people, and the waterway. The greenway is completely free to use, and is an easily accessible place of recreation for families to take their children or individuals to safely ride unhindered by motorized traffic.

Offering safe spaces for community residents to play and exercise is vital to the overall well-being of a community. The addition of trails encourages a greater number of people to use them, reducing obesity, heart disease, and other conditions attributed to a lack of exercise. Active transportation is also shown to reduce chronic illnesses including asthma, and at the same time improves air and water quality due to the minimization of greenhouses gases from motorized vehicles. As air and water quality improve, recreation will increase, improving the overall quality of life for the residents of Simi Valley.

This phase of the project is estimated at $1.25 million. We are respectfully requesting financial support in the amount of up to $1.25 million to assist in funding the completion of this project.
EXHIBIT E
Arroyo Simi Greenway Conceptual Design

[Map showing a conceptual design for Arroyo Simi Greenway with marked points for renovated trail entries and existing trail sections.]
Trail access through Darrah Park
EXHIBIT E

Arroyo Simi Greenway Site Photographs

Tapo Canyon Rd. trail access, looking east
EXHIBIT E
Arroyo Simi Greenway Site Photographs

Typical undeveloped trail entry (Darrah Park)
EXHIBIT E
Arroyo Simi Greenway Site Photographs

Tapo Street trail access south side.
Madea Creek Restoration Project

Medea Creek is situated within Medea Creek Natural Park and provides the community of Oak Park with a natural, biodiverse ecosystem set amongst a residential backdrop, providing a vast array of recreational opportunities.

Its headwaters begin at the base of the surrounding foothills from two separate natural water sources (east and west forks of Medea Creek), which traverse through native open space and residential sub-divisions. The two creeks merge inside the centralized heart of the Oak Park Community. From the confluence of the two streams, water flows southerly into the City of Agoura Hills at the Los Angeles County and Ventura County line. This watershed contains a multitude of natural and environmental resources which also functions as a wildlife corridor and contains habitats that contribute to the biodiversity within the Santa Monica Mountains. In addition to its natural and environmental resources, Medea Creek also serves as the primary storm water collection and conveyance system for the community of Oak Park.

A multi-purpose public recreational trail runs parallel to the entire length of Medea Creek, providing the community with a unique opportunity to enjoy walking, jogging, bicycling, picnicking, and other outdoor activities within the confines of this open space setting. This trail system interconnects with other natural open space trail systems owned by the Mountains Recreation and Conservation Authority, National Park Service, and Conejo Open Space Conservation Authority.

As a result of the Woolsey Fire, the hillsides surrounding the entire community and portions of Medea Creek Natural Park were destroyed, leaving the watershed completely barren of all vegetation. During periods of inclement weather, mud, silt, and other debris from the watershed collected and deposited within Medea Creek, disrupting the natural flow of water. This debris accumulation and altered water course caused a rise in the flood water elevation along the creek’s natural embankments, destroying the once biodiverse ecosystem.
To initiate the Medea Creek Natural Park Restoration Project, the Park District is proposing a three-phase approach:

**Phase One: Emergency Debris Removal**

Phase One will include the emergency removal of burnt and downed trees at key locations within the Medea Creek Natural Park’s watershed. These trees have the potential of blocking and/or altering the natural water course, which may have a negative impact on Medea Creek’s diverse ecosystem and adjacent residential properties. In addition, where downed trees have already altered the natural water course, minor dredging and grading may be required to remove the accumulated mud and silt and restore the alignment of the creek bed. All disturbed areas will be revegetated with native trees and plant material. The Park District estimates the associated cost for this portion of the work at $95,000.

**Phase Two: Long Term Planning**

In preparation for the long-term planning and restoration of the Medea Creek watershed not covered under the Emergency Debris Removal (Phase One), the Park District will require the services of a biological consultant to prepare an environmental/biological assessment and mitigation report to catalog the current conditions along the west fork of Medea Creek, including any fur or fauna habitats requiring special protective measures within the impacted areas. In addition, this report will provide recommendations for the restoration and reconstruction of Medea Creek, including the removal of non-native invasive species. The Park District will also need to retain the services of a consultant civil engineer to provide the plans and specifications for the project. The Park District estimates the associated cost for these services at $120,000.
Phase Three: Restoration and Reconstruction

Phase Three will primarily deal with the restoration and reconstruction of the west fork of Medea Creek. This project will require a close working relationship between the project’s Civil Engineer, Biological Consultant, and the Park District to minimize damage to the existing ecosystem. Once the mud, silt, and other debris have been satisfactorily removed from Medea Creek and a proper flowline has been re-established, revegetation of the impacted areas along the creek’s embankments will be performed to restore its natural habitat. The Park District estimates the cost of the restoration and reconstruction of the impacted areas along Medea Creek at $1,500,000.

Estimated Aggregate Project Cost: $1,715,000.
EXHIBIT E

Dos Vientos Ranch
Community Association

May 1, 2020

Irma Muñoz
Chairperson of the Board of Directors
Santa Monica Mountains Conservancy
Los Angeles River Center & Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065

Sent Via Email to: c/o Rorie Skei at skei@smmcca.gov

Chairperson of the Board of Directors
Santa Monica Mountains Conservancy
Los Angeles River Center & Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065

Subject: Letter in Support of Conejo Recreation & Park District's Proposition 68 Grant Request of $600,000 for Rancho Potrero Visitor Serving Improvements Project

Dear Chairperson Muñoz & Members of the Board:

On behalf of the Dos Vientos Ranch Community Association Board of Directors, I am writing in support of the Conejo Recreation and Park District’s (CRPD) Proposition 68 Grant Request of $600,000. CRPD is working to add visitor serving amenities within the old Olympia Farms site at Rancho Potrero.

The 315-acre Rancho Potrero property contains approximately 2.2 miles of existing trails that connect to State and National Parks trail systems in the western edge of the Santa Monica Mountains National Recreation Area. The project includes re-purposing the Olympia Farms barn pad to provide a visually remote - yet accessible - visitor gathering area to provide recreation & naturalist programming, support small summer camps and equestrian trail riding, while also providing daily use for the public. The project is a unique opportunity for the region to provide picnic and outdoor classroom amenities within the open space.

By adding visitor-serving amenities like picnic and gathering areas, horse corral with hitching post, native mature tree canopy for shade, an outdoor classroom, drinking fountain, storage, and educational signage, the site will be accessible for visitors and will restore habitat through installation of mature native trees and plantings, while also providing enhanced recreational and park space.

The Dos Vientos Ranch Community Association Board of Directors is excited about the prospect of this improvement because it will transform an old, unattractive, barely used torn-down barn's concrete pad which is now surrounded by weeds to a beautiful outdoor area. It will become an amenity for people of all ages to enjoy picnics, group gatherings, outdoor classrooms and other outdoor activities within walking distance of convenient, existing parking. Our community members are outdoor enthusiasts who will take advantage of this amenity and it will appeal to all visitors to this area as well.

Thank you for considering this letter and for all your efforts to promote development and access of park lands in and around our area.

Sincerely,

Kathy Emmons
Association Manager
For: The Board of Directors
Dos Vientos Ranch Community Association

CC: Conejo Recreation & Park District

The Emmons Company
One Boardwalk, Suite 102 Thousand Oaks, CA 91360 805/413-1170 * 805/413-1190 FAX
April 29, 2020

Irma Muñoz, Chairperson of the Board of Directors
Santa Monica Mountains Conservancy
Los Angeles River Center & Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, CA 90065
Via Email to: c/o Rorie Skei at skei@smmc.ca.gov

Subject: Letter in Support of Conejo Recreation & Park District’s Proposition 68 Grant Request of $600,000 for Rancho Potrero Visitor Serving Improvements Project

Dear Chairperson Muñoz & Members of the Board:

I am writing in support of the Conejo Recreation and Park District’s (CRPD) Proposition 68 Grant Request of $600,000. CRPD is working to add visitor-serving amenities within the old Olympia Farms site at Rancho Potrero.

The 315-acre Rancho Potrero property contains approximately 2.2 miles of existing trails that connect to State and National Parks trail systems in the western edge of the Santa Monica Mountains National Recreation Area. The project includes re-purposing the Olympia Farms barn pad to provide a visually remote - yet accessible - visitor gathering area to provide recreation & naturalist programming, support small summer camps and equestrian trail riding, while also providing daily use for the public. The project is a unique opportunity for the region to provide picnic and outdoor classroom amenities within the open space.

By adding visitor-serving amenities like picnic and gathering areas, horse corral with hitching post, native mature tree canopy for shade, an outdoor classroom, drinking fountain, storage, and educational signage, the site will be accessible for visitors from throughout the region. Cal. State Channel Islands is only 4 miles away and the cities of Camarillo and Oxnard are as close to the site as eastern portions of the Conejo Valley. By design, the development will restore habitat through installation of mature native trees and plantings, while also providing recreational and park space for the region.

Thank you for considering this letter and for all your efforts to promote development and access of park lands in and around our area.

Sincerely,

Jacqui Irwin
Assemblymember, 44th District
C:Conejo Recreation & Park District
EXHIBIT E

June 1, 2020; Agenda Item No. 13

Resolution No. 20-18

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY AUTHORIZING A GRANT OF PROPOSITION 68 FUNDS TO THE RANCHO SIMI RECREATION AND PARK DISTRICT FOR PHASE 3 OF THE ARROYO SIMI TRAIL AND GREENWAY, CITY OF SIMI VALLEY

WHEREAS, The Santa Monica Mountains Conservancy is authorized to award grants to joint powers authorities pursuant to Section 33204.2(a) and 33204.27(a) of the Public Resources Code; and

WHEREAS, The Santa Monica Mountains Conservancy is authorized to award grants to cities, counties, recreation and park districts pursuant to Section 33204(a) of the Public Resources Code; and

WHEREAS, The State of California has authorized an expenditure of funds from Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 to the Santa Monica Mountains Conservancy for capital outlay and local assistance multi-benefit grants for ecosystem and watershed protection and restoration projects; and

WHEREAS, The Rancho Simi Recreation and Park District has requested a grant from Proposition 68, Section 80110(b)(8) of the Public Resources Code in the amount not to exceed $1,000,000; and

WHEREAS, The proposed project is within the Santa Monica Mountains Conservancy Zone and Rim of the Valley Trail Corridor; and

WHEREAS, The proposed project meets one or more of the purposes of Proposition 68; and

WHEREAS, The proposed project received more than the minimum score required for consideration in accordance with the Conservancy’s Proposition 68 grant guidelines; and

WHEREAS, the proposed project meets the goals of reducing greenhouse gas emissions consistent with AB 32; and

WHEREAS, the proposed project is consistent with the Santa Monica Mountains Comprehensive Plan, the Rim of the Valley Trail Corridor Plan, and the San Gabriel and Los Angeles River Watershed and Open Space Plan; and
Agenda Item 13
June 1, 2020
Page 2

WHEREAS, The proposed project is consistent with the Conservancy’s Strategic Objectives to Implement the Santa Monica Mountains Comprehensive Plan, Rim of the Valley Trail Corridor Master Plan, and San Gabriel and Los Angeles Rivers Watershed and Open Space Plan, Expand efforts to integrate nature into the urban environment, Link and integrate new natural parks into existing park system, Create comprehensive, regional, and integrated trails plan, Develop long term capital improvement and maintenance plans, and Increase resource stewardship; and

WHEREAS, The proposed action is being taken subject to approval of the grant for compliance with the General Obligation Bond Law; and

WHEREAS, The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA); Now

Therefore Be It Resolved, That the Santa Monica Mountains Conservancy hereby:

1. FINDS the proposed project meets at least one of the purposes of Proposition 68.

2. FINDS that the proposed action is consistent with the Santa Monica Mountains Comprehensive Plan, the Rim of the Valley Trail Corridor Master Plan, and the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the Santa Monica Mountains Conservancy.

3. FINDS that the proposed action is consistent with the Conservancy’s Strategic Objectives.

4. FINDS that the proposed project received at least the minimum score required for consideration in accordance with the Conservancy’s Proposition 68 guidelines.

5. FINDS that the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA).

6. ADOPTS the staff report and recommendations dated June 1, 2020 for this item.

7. ADOPTS all of the preceding whereas clauses.

8. AUTHORIZES a grant of Proposition 68 funds to the Rancho Simi Recreation and Park District in the amount of $1,000,000 for the Arroyo Simi Trail and Greenway project.
Agenda Item 13
June 1, 2020
Page 3

9. FURTHER AUTHORIZES the Chairperson to execute the grant agreement and to perform any and all acts necessary to carry out this resolution; without limiting the generality of the foregoing, such authority shall include those provisions that he or she shall determine in the exclusive exercise of his or her discretion are necessary to carry out the purposes of this resolution and to comply with the policies of the Conservancy, and to otherwise carry out the provisions of state law and regulations.

~ End of Resolution ~

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Santa Monica Mountains Conservancy, duly noticed and held according to law, on the 1st day of June, 2020, at Los Angeles and various other locales, California.

Dated: 6-1-20

[Signature]
Executive Director
July 10, 2020

Jeff Maloney
Chief Staff Counsel
Santa Monica Mountains Conservancy
Los Angeles River Center and Gardens
570 West Avenue Twenty-Six, Suite 100
Los Angeles, CA 90065

RE: Proposition 68 grant to the Rancho Simi Recreation and Park District for Arroyo Simi Greenway

Dear Mr. Maloney:

You have asked the Office of the Attorney General to review the above-referenced grant to the Rancho Simi Recreation and Park District (District) and advise the Conservancy whether the grant complies with the General Obligation Bond Law and Proposition 68. We are reviewing this grant using our opinion standard pursuant to the language in the 2019/2020 budget that mandates Attorney General review of Conservancy grants from its appropriation of bond funds to insure compliance with the General Obligation Bond Law and the pertinent bond acts. We note that the Legislature has charged the Attorney General to review grants only to determine whether their purposes are consistent with the General Obligation Bond Law and the specific bond acts. Thus, our review does not address other questions such as the amount of the grant or compliance with other statutes. Nor do we address the budget for the grant except to determine whether the purpose of the funding is proper. In addition, because our review is focused on the propriety of this particular grant, we do not address the Conservancy’s compliance with the pre-grant requirements of Proposition 68, such as development and adoption of a strategic master plan or grant solicitation and evaluation guidelines.

The Conservancy proposes a $1,000,000 grant of Proposition 68 funds under Public Resources Code section 80110(b)(8) to the District. The grant will fund improvements to the Arroyo Simi Greenway, a pedestrian and bike path that runs through the City of Simi Valley. The improvements will extend the path by 1.6 miles, provide four additional park connections
and six enhanced trail entries. The grant will also fund interpretive elements, rest areas, and native plant restoration.

Proposition 68 allocated $30 million to the Conservancy in accordance with the terms and purposes of the Santa Monica Mountains Conservancy Act. (Pub. Resources Code, § 80110, subd. (b)(8).) Proposition 68 does not specifically define requirements for bond-funded projects. However, Proposition 68's purposes include funding projects that provide urban recreation and protect or restore natural resources. (Pub. Resources Code, § 80001, subd. (b)(4).)

Proposition 68 incorporates the General Obligation Bond Law. (Pub. Resources Code, § 80161.) The General Obligation Bond Law provides that bond funds may be used for the construction of "capital assets," which means "tangible physical property with an expected useful life of 15 years or more" and also includes "major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the capital asset." (Gov. Code, § 16727, subd. (a).)

The Conservancy's proposed grant would fund improvements of the Arroyo Simi Greenway. This is within the purposes of Proposition 68 because it is a project that funds urban recreation. The grant is also consistent with the Conservancy Act, as Proposition 68 requires, because the Conservancy Act authorizes grants to park and recreation districts to develop public recreational facilities. (Pub. Resources Code, § 33204.) The proposed grant is consistent with the General Obligation Bond Law because it funds the construction of capital assets.

Based on the foregoing, we find that this grant is proper pursuant to both Proposition 68 and the General Obligation Bond Law. Please feel free to contact us if you have any questions.

Sincerely,

CHRISTINA BULL ARNDT
Supervising Deputy Attorney General

For XAVIER BECERRA
Attorney General
STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 08/2017)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME
Rancho Simi Recreation and Park District (Arroyo Simi Trail and Greenway Phase 3)

2. FEDERAL I.D. NUMBER
95-2215284

3. AGENCY TRANSMITTING AGREEMENT
Santa Monica Mountains Conservancy

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE
010507

6a. CONTRACT ANALYST NAME
Rorie Skei, Chief Deputy Director

6b. EMAIL
skei@smmc.ca.gov

6c. PHONE NUMBER

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☐ No  ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES
Extend and improve the Arroyo Simi Greenway trail project.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
Extend and complete a next phase in the Arroyo Simi Greenway, a long-planned nearly 12-mile trail system to traverse the City of Simi Valley along the Arroyo Simi. The $1,000,000.00 grant request will be matched with approximately $262,000.00 in District funds, in accordance with the Santa Monica Mountains Conservancy Board Materials dated June 1, 2020.

10. PAYMENT TERMS (More than one may apply)
☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold ______ % ☐ Advanced Payment Not To Exceed
☐ Reimbursement / Revenue ☐ Other (Explain) ______ %

11. PROJECTED EXPENDITURES

<table>
<thead>
<tr>
<th>FUND TITLE</th>
<th>ITEM</th>
<th>FISCAL YEAR</th>
<th>CHAPTER</th>
<th>STATUTE</th>
<th>PROJECTED EXPENDITURES</th>
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<tbody>
<tr>
<td>Proposition 68-General</td>
<td>3810-101-6088</td>
<td>18/19</td>
<td>29</td>
<td>2018</td>
<td>$1,000,000.00</td>
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</table>

OBJECT CODE

AGREEMENT TOTAL

$1,000,000.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

$1,000,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

$0.00

TOTAL AMOUNT ENCUMBERED TO DATE

$1,000,000.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

Page 1 of 3
STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 08/2017)

12. AGREEMENT

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>TERM FROM</th>
<th>TERM THROUGH</th>
<th>TOTAL COST OF THIS TRANSACTION</th>
<th>BID, SOLE SOURCE, EXEMPT</th>
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<tr>
<td>Original</td>
<td>7/10/2020</td>
<td>6/30/2023</td>
<td>$1,000,000.00 Exempt</td>
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<tr>
<td>Amendment 1</td>
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<td>Amendment 2</td>
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<td>TOTAL</td>
<td></td>
<td></td>
<td>$1,000,000.00</td>
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</table>

13. BIDDING METHOD USED
- [ ] Request for Proposal (RFP) (Attach justification if secondary method is used)
- [ ] Invitation for Bid (IFB)
- [ ] Exempt from Bidding (Give authority for exempt status)
- [ ] Use of Master Service Agreement
- [ ] Sole Source Contract (Attach STD. 821)
- [ ] Other (Explain): N/A - Local Assistance

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)
N/A - Local Assistance

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
N/A - Local Assistance

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
N/A - Local Assistance

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)
- [ ] Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- [x] Not Applicable (Interagency / Public Works / Other ______________________)
- [ ] Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
- [x] By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE
SIGNER'S NAME (Print or Type)
Ms. Rorie Skel

DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?
- [ ] No
- [x] Yes
- [ ] N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
- [ ] No
- [x] Yes
- [ ] N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?
- [ ] None on file
- [ ] No
- [x] Yes

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
A. Contractor Certification Clauses
B. STD 204 Vendor Data Record
- [ ] No
- [x] Yes
- [ ] N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED
- [ ] No
- [x] Yes
- [ ] N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
- [x] Yes

SBODVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)
- [ ] No (Explain below)
- [x] Yes

% of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
- [x] No
- [ ] Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE
NAME/TITLE (Print or Type)
Ms. Rorie Skel, Chief Deputy Director

DATE SIGNED
The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>NAME/TITLE (Print or Type)</th>
<th>PHONE NUMBER</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Rorie Skei, Chief Deputy Director</td>
<td>(323) 221-8900</td>
<td>570 West Avenue 26, Suite 100</td>
<td></td>
</tr>
<tr>
<td>EMAIL</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP</td>
</tr>
<tr>
<td><a href="mailto:grants@smmc.ca.gov">grants@smmc.ca.gov</a></td>
<td>Los Angeles</td>
<td>CA</td>
<td>90065</td>
</tr>
</tbody>
</table>
ATTACHMENT B

CONCEPTUAL DESIGN MAP
ATTACHMENT C

GRANT APPLICATION
SANTA MONICA MOUNTAINS CONSERVANCY
GRANT APPLICATION

Project Name: Arroyo Simi Greenway Extension

Amount of Request: $1,000,000
Total Project Cost: $1,261,477

Applicant Name: Rancho Simi Recreation and Park District

Matching Funds: $261,477
RSRPD Cash & In-Kind
Lat/Long: 34.263500000, -118.730200000

Applicant Address:
4201 Guardian Street
Simi Valley, CA 93063

Project Address:
Sequoia Ave at Royal Avenue

<table>
<thead>
<tr>
<th>County</th>
<th>Senate District</th>
<th>Assembly District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ventura</td>
<td>27</td>
<td>38</td>
</tr>
</tbody>
</table>

Phone: 805-584-4400
Email: danp@rsrdp.us

Grantee’s Authorized Representative:
Dan Paranick, District Manager

Name and Title

805-584-4400

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

Outreach and Advertising Requirement:
- Applicant has read the staff report and board resolution regarding contract policies.
- Applicant has adopted contract policies for the purpose of increasing outreach and advertising to disadvantaged businesses and individuals.

All check boxes must be checked

Brief Project Description:

This project will extend the Arroyo Simi Greenway, a non-motorized recreational trail that runs through Simi Valley. The new section of the trail will expand from the already completed first phase of the greenway to the east. It will renovate 1.60 miles of land adjacent to the existing greenway to match the rest of the Arroyo Simi Greenway for all community residents to use recreationally. The enhancements will include easy and inviting access to the new addition to the trail including the installation of easily accessible gates, beautified entrances, and rest areas with various amenities at each of the three new entrances.

*attach additional pages with project detail*
<table>
<thead>
<tr>
<th>Tasks / Milestones</th>
<th>Budget</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Soils/AC Compaction Tests</td>
<td>$6,000</td>
<td>September 15, 2020</td>
</tr>
<tr>
<td>Preliminary Design</td>
<td>$285,109</td>
<td>March 1, 2021</td>
</tr>
<tr>
<td>Trail Construction</td>
<td>$972,373</td>
<td>June 1, 2022</td>
</tr>
</tbody>
</table>

For Acquisition Projects:

- APN(s): N/A
- Acreage: N/A

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

[Signature]

STATE OF CALIFORNIA • THE NATURAL RESOURCES AGENCY
Grantee Data Sheet

State of California
The Natural Resources Agency
Santa Monica Mountains Conservancy

Date: May 20, 2020

Grantee Name: Rancho Simi Recreation And Park District
Address: 4201 Guardian Street
State/Province: CA
Zip/Postal Code: 93063
Tax ID Number: 952215284

Phone: 805-584-4400
Fax:

Will administrative/overhead costs be included? No
If yes, is the overhead policy attached to this sheet? Not Applic.

Will vehicle costs be included? No
If yes, is the vehicle policy attached to this sheet? Not Applic.

Will cell phone costs be included? No
If yes, is the phone policy attached to this sheet? Not Applic.

☑ I have completed and submitted the STD 204 Payee Data Record form.
☑ I have read and accepted the policies and procedures within the Santa Monica Mountains Conservancy Grant Administration Manual.

☑ I am aware that the Santa Monica Mountains Conservancy has urged a reduction of costs associated with overhead, cell phone, and vehicle charges.

*If a reduction in the above costs has been made, please document the reductions and attach to this data sheet.

Project Name: Arroyo Simi Greenway Extension

Primary Contact Information

Name (1): Dan Paranick
Address: 4201 Guardian Street
State/Province: CA
Zip/Postal Code: 93063
Phone (1): 805-584-4400
Phone (2): 
Fax: 
Email: danp@rsrpd.us

Name (2): Douglas Duran
Address: 4201 Guardian Street
State/Province: CA
Zip/Postal Code: 93063
Phone (1): 
Phone (2): 
Fax: 
Email: douglas@rsrpd.us

Notes:

Signature Field: [Signature]
**PAYEE'S LEGAL BUSINESS NAME (Type or Print):** Rancho Simi Recreation and Park District

**SOLE PROPRIETOR — ENTER NAME AS SHOWN ON SSN (Last, First, M.I.):**

**E-MAIL ADDRESS:** danp@rsxpd.us

**MAILING ADDRESS**
4201 Guardian Street
Simi Valley, CA 93063

**BUSINESS ADDRESS**

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):** 952215284

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

**PAYEE ENTITY TYPE**

**CHECK ONE BOX ONLY**

- [ ] PARTNERSHIP
- [ ] CORPORATION:
  - [ ] MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
  - [ ] LEGAL (e.g., attorney services)
  - [ ] EXEMPT (nonprofit)
  - [ ] ALL OTHERS

**ENTER SOCIAL SECURITY NUMBER:** [ ]

(SSN required by authority of California Revenue and Tax Code Section 18646)

**PAYEE RESIDENCY STATUS**

- [ ] California resident - Qualified to do business in California or maintains a permanent place of business in California.
- [ ] California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
  - [ ] No services performed in California.
  - [ ] Copy of Franchise Tax Board waiver of State withholding attached.

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print):**

**SIGNATURE:**

**DATE:** 5/19/20

**TELEPHONE:** 805.584-4406

**Please return completed form to:**

**Department/Office:**

**Unit/Section:**

**Mailing Address:**

**City/State/Zip:**

**Telephone:** ( ) Fax: ( )

**E-mail Address:**
## ARROYO SIMI GREENWAY EXTENSION
### Rancho Simi Recreation and Park District
#### Scope of Work and Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Fall 2020</th>
<th>Win 2020</th>
<th>Spr 2021</th>
<th>Sum 2021</th>
<th>Fall 2021</th>
<th>Win 2022</th>
<th>Spr 2022</th>
<th>Sum 2022</th>
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<td><strong>PRELIMINARY DESIGN</strong></td>
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<td>Since the completion of Phase 1 and 2 the Park District has the required consultants to execute the design and construct documents. These drawings can be completed in a relatively short time frame due to the relative simplicity of the project.</td>
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<td><strong>ENVIRONMENTAL DOCUMENTATION (CEQA)</strong></td>
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<td>Noticed of Exemption for the Arroyo Simi Greenway Project was approved, filed and recorded with the Ventura County Clerk on November 2008.</td>
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<td><strong>NECESSARY PERMITS &amp; LONG-TERM OPERATION &amp; MAINTENANCE COMMITMENTS/AGREEMENTS</strong></td>
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<td>The Park District has maintained the sections of trails along the Arroyo Simi since 1966, and the Park District will continue to operate and maintain this project. Park District staff includes 4 maintenance supervisors and 44 full time crew members. Included is a two-person utility crew assigned exclusively to the Arroyo Simi. Building maintenance specialists and an electrician all presently help maintain the existing Arroyo Simi corridor as needed.</td>
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<td><strong>WILLING SELLER</strong></td>
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<td>The District has easement to use the land indefinitely for the purpose of recreation; permission is granted from Ventura County Watershed Protection District.</td>
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<td><strong>CONSTRUCTION SITE PREPARATION</strong></td>
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<td>Includes mobilization &amp; SWPP requirement and Demolition</td>
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<td><strong>CONSTRUCTION OF TRAIL</strong></td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>includes grading, paving, earth swale, gateways, etc (see cost estimate for details)</td>
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<tr>
<td>CONSTRUCTION OF TRAILSIDE FEATURES</td>
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<tr>
<td>Includes trees, shrubs, irrigation, benches, bike racks, trash receptacles, exhibit signs, etc.</td>
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<td>PROJECT CLOSE OUT</td>
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<tr>
<td>Includes final inspection &amp; final invoice with close out report to funder.</td>
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## COST ESTIMATE FOR DEVELOPMENT-PROJECTS

In preparing a cost estimate for the project, applicants should comply with the following:

1. All project elements should be detailed and customized to fit the project. Each element should be clearly described in the project narrative.
2. Each funding source must have its own column. Other Funding Source column headings should specify cash or in-kind.
3. The Recreational Trails and Greenways Grant and Other Funding Source columns should sum to the Total Cost column.
4. The cost of project elements funded by the Grant should not be split between the grant and other funding sources.
5. General overhead costs such as rent, utilities and office equipment/supplies are not eligible for reimbursement. In-service payroll may not include a "billable rate" or administrative cost allocation.

<table>
<thead>
<tr>
<th>PROJECT ELEMENTS (Examples)</th>
<th>Unit Price</th>
<th>Unit of Measure</th>
<th>Qty</th>
<th>Total Cost</th>
<th>Proposition 68 - SMMC</th>
<th>RSRPD (Cash)</th>
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**TOTAL CONSTRUCTION**

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**Community Access (not to exceed 5% of grant)**

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**Contingency (not to exceed 10% of grant)**

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<td>$91,117</td>
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**PROJECT GRANT TOTAL**

|                      | $1,261,477   | $1,000,000 | $201,007     | $60,470      |

The unit price multiplied by the quantity equals the Total Cost column.
Arroyo Simi Greenway Specific Plan
2007 Visioning Study

Visioning Study Workshop

Ad Hoc Committee Field Visit

VISIONING STUDY

Aranjo/Sing/Greening

OCTOBER 23, 2007
Development Plan

Key Study Areas:
- Key Study Area 12 & 12a:
  - S-Curve Park
  - Refer to Section 2.8
- Key Study Area 11 & 11a:
  - Arroyo Simi Equestrian Center
  - Darrin Park
  - Refer to Section 2.8
- Key Study Area 13:
  - Yosemite Avenue
  - Refer to Section 2.11

Legend:
- Al Grade Crossing
- Existing Trailhead Parking
- Existing Paved Trail
- Existing Dirt Trail to Remain
- New Paved Trail
- New Drainage Trail
- New Drainage Sidewalk
- Existing Sidewalk
- Widened Sidewalk
- New Equine Trail
- Existing Equine Trail to Remain
- Proposed Gateway & Gateway Monuments
- Interpretive Exhibit
- Major Directional Signage
- Mile Markers
- Gateway Benches
- Worksite/Playground Area
- Flood Proof/Public Art
- Opportunity

View

Trail Lighting Zone
Pocket Park
Overhead Rail Area
Proposed Screening
High Priority Habitat
Proposed Gateway
Greenway Benches
Worksite/Playground Area
Flood Proof/Public Art
Opportunity
Darrah Volunteer Park

Existing Views

Looking East

Looking West

Looking Southwest
Sketch View
Darrah Volunteer Park

Looking West towards Sequoia Avenue
**Brief Project Description**

This project will extend the Arroyo Simi Greenway, a non-motorized recreational trail that runs through Simi Valley. Presently, the Arroyo Simi Greenway is 5.67 miles long and traverses the City in an East-West direction for about half the width of the City. At completion, the trail will be 11.96 miles long. The new section of the trail will expand from the already completed portions of the greenway to the east. It will renovate 1.60 miles of land adjacent to the existing greenway, to match the rest of the Arroyo Simi Greenway for all community residents to use recreationally. The enhancements will include easy and inviting access to the new addition to the trail including the installation of easily accessible gates, beautified entrances, and rest areas with various amenities at each of the three new entrances. It will also feature freshly paved trails to provide easy maneuvering for non-motorized users. The new segment is partially developed from previously implemented, unrelated projects so that the far eastern portion beyond Tapo Canyon Road is paved but the pavement is in disrepair. The southern portion is not paved at all but does include a gravel road for maintenance access.

Once the new segment is completed, the greenway will be renovated by a total of 1.60 miles, will have enhanced trail entries, connect to four additional parks or recreation features, and proceed through a densely developed business district with several large corporations boasting large employee bases. The new greenway segment will offer non-motorized recreation opportunities to residents and corporate employees alike forming connections to points of interest, to nature, and to the waterway.

**Multi-Benefit Approach**

Extending the Arroyo Simi Greenway achieves the following goals of Water Code Section 79732(a):

(2) Implement watershed adaptation projects in order to reduce the impacts of climate change on California's communities and ecosystems.

(3) Restore river parkways throughout the state, including, but not limited to, projects pursuant to the California River Parkways Act of 2004 (Chapter 3.8 commencing with Section 5750) of Division 5 of the Public Resources Code, in the Urban Streams Restoration Program established pursuant to Section 7048, and urban river greenways.

(9) Protect and restore rural and urban watershed health to improve watershed storage capacity, forest health, protection of life and property, stormwater resource management, and greenhouse gas reduction.

(11) Reduce pollution or contamination of rivers, lakes, streams, or coastal waters, prevent and remediate mercury contamination from legacy mines, and protect or restore natural system functions that contribute to water supply, water quality, or flood management.

Not only does this project positively affect water in the area, increasing the use along the Arroyo Simi will foster public stewardship of the greenway, thereby deterring detrimental activities currently occurring in the stream area, such as dumping of trash. Native plant restoration throughout the Greenway along with increased sustainable maintenance practices and decreased littering will significantly improve the water quality of the Arroyo Simi while creating better habitat areas for local wildlife. Riparian plant communities are very important as habitat, and they are natural filters for trapping fine sediment and decomposing and degrading contaminants.
Socially, the trail is a great way to get residents outside and interacting with people in their community with similar interests. There are so many opportunities that come with this project, such as group bike rides and meet-ups, parent-child walks, and community runs. Because the trail is relatively flat, anyone can use it easily, whether it is a group of seniors getting some exercise safely on the trail or avid bicyclists getting in their morning exercise. Exercise also improves mental health by reducing depression and anxiety, so this bikeway can be used as a way to raise awareness of mental illnesses and promote exercise to help improve these social and medical conditions for residents of Simi Valley.

This project will improve this open green space which will improve public health and boost the resilience of the community by providing respite from urban environments, enhancing air and water quality, and promoting low-cost recreation for communities of all socio-economic levels.

Supporting the Purpose of Prop 68
Prop 68's purpose is to award projects that improve a community's ability to adapt to the unavoidable impacts of climate change; improve and protect coastal and rural economies, agricultural viability, wildlife corridors, or habitat; develop future recreational opportunities; or enhance drought tolerance, landscape resilience, and water retention. This project not only addresses each one of these intentions, it expands on the goals and plans set forth through regional planning organizations. Specifically, the restoration of the Arroyo Simi Greenway fits under Prop 68 eligible project category 3.3 Visitor Serving Development and Improvement Projects.

The development of the Greenway will require consideration of both the natural systems and the community's desire for recreational opportunities. Amenities like recreation and education can help to maintain the stability of the ecological systems because visitors appreciate them and care for them. The Greenway trail system will provide a variety of wildlife viewing and community volunteer activities and allow for trail users to experience nature within the Arroyo with minimal environmental impacts.

The Greenway will be managed for habitat conservation and recreational purposes, and natural resource protection and enhancement is a vital component to the project. Greenway trails will be sensitive of the existing riparian habitat and protect creek banks and riparian vegetation. Areas where bicyclists and pedestrians have access to the creek will be limited in number and will avoid areas that would require the removal or disruption of significant habitat areas. Preservation and enhancement of the Arroyo Simi and its adjacent open space areas are important to maintain the habitat value that the natural environment brings to residents and visitors.

The Arroyo Simi Greenway Specific Plan includes an Implementation Program and a Stewardship Program, illustrating the project readiness and technical capacity of the District and its dedicated staff. The purpose of these programs is to explore funding sources other than the City or the District's General Fund for the construction of the Greenway's components and for the long-term maintenance of the Greenway. The park facility improvements within the Greenway project area will be maintained by the Rancho Simi Recreation and Park District, one of the City's partners in the Greenway project. However, the Greenway will not only function as
a park, but it will also serve as an alternative transportation mode (pedestrian, bicycle, equestrian), and will incorporate sustainable construction and landscaping methods, public art, etc.

**Greenhouse Gas Emissions Reduction**

The greenway includes design elements to encourage more residents of Simi Valley to safely use their bikes to get around the valley instead of using their cars for every trip. Cars produce a lot of emissions, so by switching just a small percentage of people to use the bikeway at least once a week, substantial emission release could be prevented. Greenhouse gas benefits from the new 1.6-mile Class I bikeway will reduce VMT by 444,000 passenger miles resulting in 13,204 gallons of fossil fuel use that is replaced with active transportation. These savings amount to 155 MT CO₂e and net reductions in NO₂ of 38.5 pounds and 18.1 pounds of PM₂.₅.

The project also employs new tree planting, shrub planting, and storm water capture to help protect against climate impacts by improving local air and water quality. The project will plant one (1) Coast Live Oak, two (2) California Pepper, and eight (8) California Sycamore trees at the new trail entrances and trail connections. Assuming a 40-year lifespan and no mortality, tree planting will sequester 27.166 MT CO₂e, reduce PM₂.₅ by 25 pounds, remove 71 pounds of NO₂ emissions, capture 179,431 gallons of rain, and reduce runoff by 22,654.8 gallons.

The multiple benefits of air and water quality improvements were calculated using the ARB’s Urban Greening Calculator and associated methodology. The benefits are large and their importance is amplified by the proximity of the bikeway to the Simi and the vital role of the Simi in its watershed.

**Regional Plan Coordination**

The project is located in the City of Simi Valley, with an estimated population of 126,878. The Arroyo Simi runs the length of the City from east to west and bisects the City from north to south. The Arroyo Simi provides recreation opportunities to all residents of all ethnicities, income and educational levels. It is the only Class 1 bikeway in the city that allows users to get off the streets and safely away from traffic. Since 2007, when the project version was adopted, it has been a joint effort of the City of Simi Valley (City), Rancho Simi Recreation and Park District and the Ventura County Watershed Protection District to completely renovate the existing pathway along the top of the Arroyo Simi into a Greenway for multi-modal recreational transportation. On top of Rancho Simi Recreation and Park District (RSRDP), the City of Simi Valley has also invested significantly into this project, implementing phase 3 which included a bridge across the waterway for easy and safe access from one part of the trail to the other. From the onset, the greenway has been a partnership between RSRPD, the City, and the Ventura County Watershed Protection District.

The project's specific plan was developed through this partnership and fits into existing local and regional plans both for watershed protection and for trail connectivity. Furthermore, the trail will connect with three established and/or planned regional trails and will form a vital section of the planned regional system that will ultimately connect to a trail that spans from Mexico to Canada. On the west of the City, the greenway will connect to Mt. McCoy Trail at Stargaze Place and Tierra Rejada Road. In the center of its completed length, the greenway will connect with the
Rim of the Valley Trail which happens to intersect in the proximity of the Arroyo Simi Equestrian Center extending accessibility to both trails for equestrian use. Finally, upon completion, the eastern trailhead will be in close proximity to the Hummingbird Trail which connects to several other regional trails.

The greenway works as a backbone to the community; it connects the entire city together through a safe, recreational pathway where its non-motorized users are separated from motorized users except at street crossings. The trail has entrances/exits throughout its length, and the majority of them end up right at a park or minutes away from a school. With the length and placement of the trail, even if a school or park is not right outside of it, it can be used to travel the majority of the way safely before exiting and finishing the rest of the way via streets. The bikeway runs along a waterway and has many entrances/exits near trailheads that lead to beautiful trails throughout the mountains behind Simi Valley; the land of these are also owned by the District. Once completed, the greenway will reach the city limits on both the east and west boundaries. This produces the potential to connect through the adjacent cities should they undertake their own similar trail projects.

The Arroyo Simi Greenway provides access to major city streets, parks and schools to offer safe travelling throughout the community and numerous health-related and nature-related recreation opportunities. The incorporation of interpretive exhibits along the trail has also provided education to the public by fostering awareness about the climate and native species along the Arroyo Simi. The idea to renovate this trail was created with the intent of getting more community members out and exercising on a daily basis while simultaneously protecting the Arroyo Simi watershed. Extending this trail will make the trail more easily accessible to those that live further away from the existing trail and will give users extra trail length for greater exercise in order to promote an overall healthier lifestyle. Eventually, the trail will cross the entire City with minimal crossings with motorized traffic making it an ideal long bike ride or hike for individuals or interest groups. The trail also forms connections with multiple regional trails at each end and in the center of the trail.

On a local level, the Arroyo Simi Greenway project is projected into the City’s Master Plan which ties to the regional Ventura County Transportation Commission’s Master Plan which serves as the transportation plan for Ventura County. These plans support local flood control amongst other regional goals and serve as a Santa Monica Mountain nature and wildlife corridor expansion.

Matching Funds
The Park District in partnership with the City, will not use private or federal funding; local and state funding from the District is the only resource that will be utilized for this project. Although a match is not required for this grant, the District will provide 21% of the project costs through cash and in-kind match in local funds. If the project experiences cost overruns, the District will pull other funds for future projects to meet any unexpected budget needs after the budget and grant amount are established.

It is important to note that these funds are being used to leverage SMMC prop 68 funds because of the importance of the project to the community and the capacity of the District to assist even
though the project's location within a severely disadvantaged community and its service to that community removes the matching requirements. This includes a cash match of $201,007 supplied by Prop 68 Per Capita Funds and $60,470 from the in-kind contribution of professional staff time spent on direct project activities such as construction management and site inspections.

Disadvantaged Community
The project is within a severely disadvantaged community according to the Community FactFinder map at parksforcalifornia.org. The tract also appears as a severely disadvantaged community on the interactive mapping tool through the Waterboard. The tract has a geoid of 061110080023 which has a population of 1,053 and a Median Household Income of $34,950.

The proposed segment runs through one of the City's most severely disadvantaged census tracts which is estimated to have nearly 200 youth residents. These youth are some of Simi Valley's most at-risk residents who need access to low-cost, safe transportation to their schools and fun, as well as healthy outdoor recreation opportunities. Beyond the extreme poverty of this neighborhood, there is also park poverty with a total of 0.2 acres of parkland per 1000 residents. Providing better access to parks and safer transits to school will remove barriers experienced by these disadvantaged youth encouraging them to thrive in their education, health, and social and cultural connections which have all been shown to improve outcomes for at-risk youth.

Conservation Corps
The Park District has a long-standing relationship with the California Conservation Corps (CCC) and routinely contracts with the CCC for trail construction projects in both the Santa Susana Mountains and Simi Hills. The Park District intends to contract with the CCC for the installation of all interpretive exhibits and landscaping components of the project as was previously done in other phases. Both corps have been consulted to confirm this project continues to be feasible for their participation. The project is feasible for the LCC to participate so discussions about contracting the organization will be ongoing until the completion of the bid process.

Innovative Technology & Practices
The project expands outdoor experiences for disadvantaged youth in a way that is innovative and trend setting for this region of California. The Arroyo Simi runs east to west the full length of the City of Simi Valley, crossing under or running alongside numerous public streets. Pedestrian/bicycle entries to the Arroyo Simi are provided at cores of street crossings. Trail users can walk, bicycle, drive a car or take a public bus or train to one of the many trail entries to access it. The bikeway is completely free and available for anyone to use, therefore it will be an easily accessible place of recreation for families with youth to take their children. There are no sign-ups, slips, or anything of that nature involved, so anyone will be able to utilize the space for its intended purposes.

The project is innovative in providing services to disadvantaged youth. According to a Safe Routes to School study, Children from low income families are two times as likely to walk to school and are at higher risk of being injured or killed because of being pedestrians. Youth in the community can utilize the Arroyo Simi Bikeway daily to get to and from school safely. Since the bulk of the path is completely separated from any other traffic, and the parts that are not have designated crosswalks, it is so much safer for them to travel on versus taking traffic-ridden
streets to get to school. Apart from providing safer transportation to and from school, the path is a unique way of getting youth where they need to go throughout the city. Whether they are going to a friend's house, a park, an after-school job, or the movies, they will be able to utilize the greenway in order to safely get to their destination.

Furthermore, the trail provides a safe place for the youth to play and spend time together even as its own destination. Youth can walk, run, or ride together or alone along the trail and spend unlimited amounts of time engaging in free and healthy outdoor recreation. Getting and keeping the youth outside helps them form connections with other community members of all ages that are simultaneously using the trail. These connections help the youth develop into engaged community members which eventually will help support their continued education and/or their entry into the workforce through the network of connections formed in their youth. These valuable connections are often found to be the missing element for success among disadvantaged youth who tend to have fewer or less influential connections due to their social status. All residents are expected to use the trail which means disadvantaged youth will have more opportunity to interact with people of all income and social statuses therefore bridging the gap in their network.

One of the major objectives of this project is to provide a model that can be used or easily transferred by other communities. Having unique project characteristics, a bike path that can be easily accessed from public transportation is a very versatile recreational amenity that can really be constructed and implemented in any city. Greenways are becoming increasingly necessary for the reduction of greenhouse gases through mode shifts from private automobiles to non-motorized active transportation methods. Trails are also a cost-efficient way to get people moving, combating the obesity epidemic and many chronic illnesses often related to inactivity.

The Arroyo Simi Greenway Specific Plan is a comprehensive and well-thought-out plan that optimizes the use of watershed protection land in existing densely developed urban areas. The specific plan not only provides full information about the greenway's rational, design, connections, and development strategy, it also serves as a roadmap to the formation of innovative partnerships that solve multiple diverse problems with a single well-designed project. Because the entire plan is all laid out in one document, it has the ability to easily be shared with other communities, cities, and recreational programs.

Monitoring and Reporting

Metrics to be reported on at project close out will include the number of plants installed, acres expanded, and a post-assessment of the condition of the area, including photos.

The District has already completed/helped the City to complete the first 3 phases of this major project. The Park District is experienced in successfully executing this type of project and are fully prepared to do it for this phase of this vital project. The Park District has ample experience and resources to complete the project. Staff available to work on the project includes a full time Planner/Engineer, three Landscape Designers and supporting staff. As a partner on the project, the City of Simi Valley and Ventura County has pledged the full support of its Engineering and Planning Departments both of which maintain applicable tracking software.
The District is not only well-versed in the successful design, construction and maintenance of this kind of trail, it is also experienced in utilizing, tracking, and reporting the use of grant funds during trail construction projects. Each of the three previous phases have been partially funded by grants and each has been completed within the agreed upon terms including on time and within the budget with proper reporting and ample communication.

The Park District has vast experience managing grant funded projects. Similar projects for the Arroyo Simi Greenway were processed through the California River Parkways which were successfully completed. The Park District is well aware of the types of guidelines and tasks that it may be asked to perform to uphold the grant's standards. The District is experienced in tracking and reporting grant funds separately from all other funds, invoicing for grant reimbursement in a timely fashion, and accurately reporting project and funding status as agreed upon in a grant agreement.

Furthering the Conservancy's Strategic Objectives
Throughout the development of this project, priority has been given to aligning project objectives with coordinated plans and conservancy objectives. The Arroyo Simi Greenway Extension project further advances the Conservancy’s strategic objective effort by expanding efforts to integrate nature into the urban environment. This project achieves that by linking and integrating open spaces to encourage outdoor recreation. It also achieves the following purposes and guiding principles of Common Ground:

Land: Grow a greener Southern California
- Create, expand and improve public open spaces throughout the region
- Improve access to open space and recreation for all communities
- Improve habitat quality, quantity and connectivity
- Connect open space with a network of trails
- Promote stewardship of the landscape
- Encourage sustainable growth to balance environmental, social and economic benefits

Protect & Enhance Urban Creek
Corriganville Park is the most easterly portion of the Greenway and is where the Arroyo Simi Greenway begins. According to the Calleguas Creek Watershed Management Plan, it is very important to preserve essential upland habitat because the quality of water and habitat in the upper watershed has a significant effect on the downstream and ocean health. The addition of the non-motorized trail on the banks of the Arroyo Simi will provide a buffer that includes permeable surfaces and native vegetation managing storm water runoff, reducing water pollution, and increasing infiltration that also recharges groundwater.

Where enhanced flood improvements are deemed necessary (i.e., at bridge under crossings), enhanced pavement, public art, riprap, etc. will be used to provide aesthetic design treatments that are unique to the Arroyo Simi Greenway, per the Specific Plan Section. This will further improve water quality while also beautifying the District and drawing more residents to enjoy the trail and its multiple benefits.
The landscape design for the project has been kept true to the natural environment, maximizing existing native habitat to minimize irrigation needs. The enhanced entry designs will also plant new trees and shrubs which will sequester carbon and will filter the air capturing some GHG. Although the trail's purpose is to provide recreation opportunities while preserving water quality, the trail is expected to encourage noticeable mode shift as people convert some of their daily trips from private automobile to walking or biking on the trail.

Lastly, the Greenway will be managed for habitat conservation and recreational purposes. Natural resource protection and enhancement is also a vital component to the project. Greenway trails will be sensitive of the existing riparian habitat and protect creek banks and riparian vegetation. Areas where bicyclists and pedestrians have access to the creek will be limited in number and will avoid areas that would require the removal or disruption of significant habitat. Preservation and enhancement of the Arroyo Simi and its adjacent open space areas are important in maintaining the habitat value that the natural environment brings to residents and visitors.
Good evening,

Please see the attached consultation form with location map and entrance concept design. This project has been reviewed previously for the Recreational Trails and Greenways Grant.

The Santa Monica Mountains Conservancy has a rolling quarterly deadline for Prop 68 requests and the District has a goal of submitting the application on May 22.

Thank you,
Ashley Ramsey
California Consulting
918-606-6848

Prop-68-Corps-Consultation-Form.pdf
1457K
California Conservation Corps and
Certified Community Conservation Corps

Corps Consultation Form

Proposition 68 – Parks, Environment and Water Bond

To initiate the Corps Consultation Process, this completed form and all required attachments must be emailed to the California Conservation Corps (CCC) and certified local conservation corps (represented by the California Association of Local Conservation Corps (CALCC)):

California Conservation Corps: Prop68@ccc.ca.gov
California Association of Local Conservation Corps: inquiry@Prop68CommunityCorps.org

Upon completion of the consultation process, both the CCC and CALCC will each send to the Applicant a completed Corps Consultation Review Document to include with the grant application. Please see the Corps Consultation Process for more information. A copy of the process can be requested from the state department administering the grant program.

Except for an exempted project as noted below, this Corps Consultation Form shall be completed by entities applying for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

The Corps have determined that it is not feasible to use their services on projects that do not include hand labor, therefore these projects are exempt from the consultation process and do not need to submit the Corps Consultation Review Document to the administering agency.

1. Is this application solely for planning or acquisition with no field work?
   - Yes (Application is exempt from the requirement to consult with the Corps and no further action is required)
   - ☐ No (proceed to Question 2)

2. Department/Conservancy administering the grant program to which you are applying for funding:
   - Santa Monica Mountains Conservancy

3. Name of Grant Program:
   - SMMC Proposition 68 Grant Program

4. Due date of Grant Application: May 22, 2020

5. Anticipated Grant Award Date: August 31, 2020

6. Name of Grant Applicant Organization:
   - Rancho Simi Recreation and Park District

7. Project Title:
   - Arroyo Simi Greenway Project - Phase 4

8. Project Start and End Dates: September 2020 - June 2022

9. Anticipated Start and End Dates for Corpsmember Labor (identify all seasons, if applicable):
   - March 2022 - May 2022

10. Best person to contact regarding project details:
    - Name: Sandee Covone
    - Title & Organization: Executive Assistant, RSRPD
    - Email Address: sandec@rsrpd.us
    - Phone Number: 805-823-0971

Page 1 of 2
11. Project Description identifying key project activities, deliverables, and a clear description of field work (Attach additional pages if necessary):

The project will extend the Arroyo Simi Greenway, a non-motorized recreational trail that runs through the City of Simi Valley. This project is for the fourth phase of the 11.96 mile trail and includes the development of a 1.6 mile segment of the trail on the banks of the Arroyo Simi. The enhancements will include easy access to the new addition to the trail including the installation of ADA accessible gates, six beautified entrances, interpretive signs, and resting areas with various amenities such as benches and trash receptacles. The project will feature freshly paved trails to provide easy maneuvering for non-motorized users. Field work will include site preparation, trail construction, planting trees and shrubs at the six entrances, and installing interpretive signs throughout the length of the trail.

12. Portions of this project that can be carried out by Corpsmembers. If unfamiliar with the full capabilities of Corpsmembers, type "Uncertain". (Attach additional pages if necessary):

Field work could include site preparation, planting trees and shrubs at the six entrances, and installing interpretive signs throughout the length of the trail.

13. Please attach the following:
- Project Location Map(s) (required)
- Site Plan(s) (if available)
- Any other information that would be helpful for Project Managers to understand your project

Notes
CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.
Prior Corps Consultation Responses for the Same Project
Corps Consultation Review Document

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps (hereafter collectively referred to as Corps) staff and must accompany applications for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Please see the Corps Consultation Process, starting with Step 1 on Page 1 of this attachment. Applications that do not include this document demonstrating that both Corps have been consulted will not be given preference for receipt of a grant.

All implementation projects require Corps consultation. Applicants for all Proposition 68 Planning or Scientific Studies projects must consult with both Corps if the project includes any field work (including but not limited to baseline studies, invasive plant removal, native plant propagation, mapping, and site maintenance). Only projects without field work are exempt from the consultation process and do not need to submit the Corps Consultation Form to Funding Entities.

1. Name of Applicant: Rancho Simi Recreation and Park District

Project Title: Arroyo Simi Greenway Project - Phase 4

Department/Conservancy to which you are applying for funding: CNRA - Recreational Trails and Greenways

This Consultation Review Document is being prepared by:

☐ The California Conservation Corps (CCC)
☒ The California Association of Local Conservation Corps (CALCC)

2. Applicant has submitted the required information by email to the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC):

☒ Yes (applicant has submitted all necessary information to the CCC and CALCC)
☐ No (applicant has not submitted all information or did not submit information to both Corps - application is deemed non-compliant)

3. After consulting with the project applicant, the CCC and CALCC has determined the following:

☐ It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project (deemed compliant)
☒ It is feasible for the CCC and/or certified community conservation corps services to be used on the project and the following aspects of the project can be accomplished with Corps services (deemed compliant):

NOTE: The Los Angeles Conservation Corps could partner on all aspects of this proposal. As a licensed general and landscape contractor LACC are uniquely suited to complete the work while at the same time, teach young people some valuable work skills.

CCC and CALCC Representatives will return this form as documentation of consultation to applicant via email within five (5) business days of receipt as verification of consultation. Applicant will include a copy of this document as part of the project application.

If the Corps determine it is feasible to use their services on the project, applicant will coordinate with the Corps to develop estimated costs for those services for inclusion in the budget.

The Corps must be consulted each grant cycle prior to application. If past consultations are submitted, the requirement is not met.
Corps Consultation Review Document

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps (hereafter collectively referred to as Corps) staff and must accompany applications for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Please see the Corps Consultation Process, starting with Step 1 on Page 1 of this attachment. Applications that do not include this document demonstrating that both Corps have been consulted will not be given preference for receipt of a grant.

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1. Name of Applicant: Rancho Simi Recreation and Park District
   Project Title: Arroyo Simi Greenway Project - Phase 4
   Department/Conservancy to which you are applying for funding: CA Natural Resources Agency – Recreational Trails & Greenways Program

2. Applicant has submitted the required information by email to the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC):
   - Yes (applicant has submitted all necessary information to CCC)
   - No (applicant has not submitted all information or did not submit information to both Corps – application is deemed non-compliant)

3. After consulting with the project applicant, the CCC and CALCC has determined the following:
   - It is NOT feasible for CCC services to be used on the project (deemed compliant)
   - It is feasible for the CCC and/or certified community conservation corps services to be used on the project and the following aspects of the project can be accomplished with Corps services (deemed compliant):

CCC and CALCC Representatives will return this form as documentation of consultation to applicant via email within five (5) business days of receipt as verification of consultation. Applicant will include a copy of this document as part of the project application.

If the Corps determine it is feasible to use their services on the project, applicant will coordinate with the Corps to develop estimated costs for those services for inclusion in the budget.

The Corps must be consulted each grant cycle prior to application. If past consultations are submitted, the requirement is not met.
California Air Resources Board
Benefits Calculator Tool for the Urban Greening Grant Program
California Climate Investments
Version 2 - May 7, 2020

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| GHG Summary                  |                                |
|-------------------------------|                                |
| GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Planting (MT CO₂e) | 26 |
| GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Streets (MT CO₂e) | 0 |
| GHG Benefit from Energy Savings Estimated Using i-Tree Planting (MT CO₂e) | 0 |
| GHG Benefit from Energy Savings Estimated Using i-Tree Streets (MT CO₂e) | 0 |
| Avoided GHG from Establishment of New Bicycle and Pedestrian Facilities (MT CO₂e) | 155 |
| GHG Emissions from Tree Planting Project Implementation (MT CO₂e) | 1 |
| Total Urban Greening GHG Benefit (MT CO₂e) | 180 |
| Total GHG Benefit (MT CO₂e) | 180 |
| Total GHG Benefit per Total Urban Greening GGRF Funds (MT CO₂e/$) | 0.000180358 |
| Total GHG Benefit per Total Funds (MT CO₂e/$) | 0.000142747 |
### Co-benefits and Key Variables Summary

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**Total**

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DATE: September 17, 2020

TO: Board of Directors

FROM: District Manager

SUBJECT: Consideration of Holding A Martin Luther King Jr. Day Of Service Event and Providing Certificates of Recognition to Non-Profits and Community Groups for Supporting Earth Day Efforts

SUMMARY

At the request of Vice Chair Dennert, staff is asking the Board to consider the idea of staff coordinating and implementing a Martin Luther King Jr. Day of Service Event and distributing certificates to Non-Profits and Community Groups who support Earth Day efforts.

Dr. King lived his life serving others and following his example, MLK Jr. Day of Service is designed to honor his memory by making the Federal holiday a “day on, not a day off”. While the Points of Light organization leads the mission to establish the holiday as a “day on” and provides information, guidelines, ideas, and resources for getting involved, there are not set requirements or one way to participate. The day of service may be structured to include a single function or project, or multiple acts of service tailored to the current needs of the community.

A verbal report was presented to the Board at the May 7, 2020 meeting to follow up on a request for the Board’s consideration of recognizing local groups for their support of Earth Day. Board member discussion was favorable with a request to place the item on a future agenda for board approval and to provide more specific input regarding criteria for selection and a structured implementation plan.

RECOMMENDATION

Staff recommends the Board:

1. Discuss the idea of developing and offering a Martin Luther King Jr. Day of Service project or event and provide input on desired project or event content and community participation.

2. Discuss providing Certificates of Recognition to Non-Profits and Community Groups for Supporting Earth Day Efforts and authorizes staff to develop a proposal for criteria and an implementation plan.

Tracy Engel
Director of Recreation
DATE: September 17, 2020

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Authorization and Approval to Waive Competitive Bid Requirements for the Purchase of a Modular/Mobile Home and Authorization to Solicit Bids for the Oak Park Caretaker’s Residence Construction Project

Background and Overview:

Over the past year, staff has been working with CavcoWest Industries (manufacturer of modular/mobile homes) and our consultant engineers to prepare construction plans for the replacement of the Oak Park Caretaker’s Residence destroyed by the Woolsey Fire.

Construction plans were completed and submitted to the County’s Planning Dept., Public Works Engineering Dept., Building and Safety Dept., and the Fire Protection District for plan check approval. In addition to local permitting, manufactured homes must also be inspected and registered in conformance with the State of California’s Department of Housing and Urban Development (HUD) guidelines. A copy of the approved construction plan is attached as Exhibit “A”. At this time, staff has obtained all necessary statutory and regulatory construction permits for this project.

Due to the complexities surrounding the permitting and registration of modular/mobile home units, staff is requesting Board authorization to waive formal bid procedures and allow staff to purchase the modular/mobile home unit directly from the manufacturer (CavcoWest). CavcoWest has been actively involved with the plan check process in providing structural data to our consultant engineers for the design of the foundation for the modular/mobile home. In addition, CavcoWest modified its modular building plan to conform with local ordinances, including design of a specialized fire sprinkler system not normally associated with a typical modular/mobile home of this size.

In conformance with the District’s Policy Manual, exceptions to competitive bidding can be made “Where calling for bids on a competitive basis in the opinion of the District Manager is impracticable, unavailing, or impossible” [Policy 3-100-E, C (1): Exceptions to Competitive Bidding]. Such purchases still require Board authorization and approval for amounts exceeding $25,000.

Purchasing the unit outright would be consistent with Policy 3-100-E, C (1) for the following reasons:
1. Eliminates the necessity for the Park District to determine if a competitor’s proposed substitution (or-equal) for the modular/mobile home is equivalent to the specified product in the event a substitution is requested.

2. Eliminates the need for re-engineering the construction and fire sprinkler plans for the project to correlate to the proposed substitution.

3. Eliminates the need to re-submit construction plans to State and County agencies for plan check review and permitting.

Cavco West has provided the Park District with a written price quote for the purchase and delivery of the modular/mobile home, including all applicable State of California tax and documentation fees in the amount of $81,686.97 (see Exhibit “B”).

In addition to the purchase of the modular/mobile home unit, staff is requesting Board authorization to solicit public bids for the construction, placement, and installation of the modular/mobile home unit at the Oak Canyon Community Park. Currently, staff is estimating that the overall on-site improvements necessary for the placement and installation of the modular/mobile home unit at $45,000.

**Fiscal Impact:**

The purchase of the modular/mobile home and corresponding site-work for the installation of the modular/mobile home is a direct Woolsey Fire expense that is reimbursable to the Park District by our insurance carrier. Therefore, staff does not anticipate any fiscal impact to the Park District’s budget resulting from the purchase and installation of this new Caretaker’s Residence.

**Board Action Requested:**

That the Board:

1. Waive Competitive Bid Requirements for the purchase of a new modular/mobile home and authorize staff to purchase the modular/mobile home from Cavco West Industries in the amount of $81,686.97 through the issuance of a purchase order.

2. Authorize staff to solicit bids for the “Oak Park Caretaker’s Residence Construction Project” for the construction, placement, and installation of the modular/mobile home at Oak Canyon Community Park.

Wayne Nakaoka
Director of Planning and Maintenance
BUENA VISTA MODEL FLOOR PLAN

- BEDROOM #2
  - 10'0"
- MASTER BEDROOM
  - 13'0"
- OPT WINDOW
- OPT S6D
- OPT DORMER
- OPT PRISMATIC
- DINING ROOM
  - 11'6"
- LIVING ROOM
  - 17'6"
- KITCHEN
  - 8'0"
- MASTER BATH
- MAIN BATH
- FAU
- RE-CENTER W/ALT DOOR LOCATION
- OPT EXH WH DOOR
- OPT PRISMATIC DORMER

HUD APPROVED MANUFACTURED HOME
- SEE: 24 CFR, PART 3282.11
- TITLE 24 - HOUSING AND URBAN DEVELOPMENT
- SUBTITLE B - REGULATIONS RELATING TO HOUSING AND URBAN DEVELOPMENT
- CHAPTER XX - OFFICE
- SECTION 3282.11 - PREEMPTION AND RECIPROCITY

TYPICAL EXAMPLE OF MANUFACTURED HOME "HUD RED TAG" ISSUED AFTER THE MANUFACTURE OF THE HOME.

NOTE: PARK DISTRICT WILL PROVIDE "RED TAG" INFORMATION TO COUNTY OF VENTURA ONCE IT BECOMES AVAILABLE. CURRENTLY A TAG DOES NOT EXIST BECAUSE HOME HAS NOT BEEN ORDERED AND/OR MANUFACTURED. NO OTHER LEGAL SEAL OR DOCUMENT EXISTS FOR HUD APPROVED MANUFACTURED HOMES.
DOORSIDE ELEVATION

NOTE: WILDLAND-URBAN INTERFACE (WUI) PACKAGE SHALL INCLUDE:
- FIRE SPRINKLERS
- WUI TEMPERED WINDOWS
- WUI APPROVED EXTERIOR DOORS
- WUI EAVE VENTS
- DUAL FLUSH TOILETS (CAL GREEN)
- ALL CAN LIGHTS TO BE ENERGY EFFICIENT (TITLE 24)
- PHOTOCELL ON ALL EXTERIOR LIGHTS (TITLE 24)
- OCCUPANCY SENSOR IN BATHROOM (TITLE 24)
- DIMMER SWITCH ON ALL CEILING FAN LIGHTING CIRCUITS (TITLE 24)
- AUTO IGNITION GAS FURNACE, SWITCHED CIRCUIT FOR SERVICE
- AUTO IGNITION RANGE

Exhibit “A”
DOORSIDE ELEVATION

NOTE: HOME SHALL BE BUILT IN COMPLIANCE WITH ALL HUD STANDARDS, AS WELL AS ADDITIONAL CONSTRUCTION PACKAGE FOR WILDLAND-URBAN INTERFACE (WUI) AREA STANDARDS, REGULATIONS, AND PRODUCTS THAT ARE IN COMPLIANCE WITH CHAPTER 2A OF THE CALIFORNIA BUILDING CODE (CBC) AND CHAPTER R327 OF THE CALIFORNIA RESIDENTIAL CODE. HOME SHALL BE EQUIPPED WITH AN AUTOMATIC FIRE SUPPRESSION SYSTEM.

OFF DOORSIDE ELEVATION

NOTE: WILDLAND-URBAN INTERFACE (WUI) PACKAGE SHALL INCLUDE:
- FIRE SPRINKLERS
- WUI TEMPERED WINDOWS
- WUI APPROVED EXTERIOR DOORS
- WUI EAVE VENTS
- DUAL FLUSH TOILETS (CAL GREEN)
- ALL CAN LIGHTS TO BE ENERGY EFFICIENT (TITLE 24)
- PHOTOCELL ON ALL EXTERIOR LIGHTS (TITLE 24)
- OCCUPANCY SENSOR IN BATHROOM (TITLE 24)
- DIMMER SWITCH ON ALL CEILING FAN LIGHTING CIRCUITS (TITLE 24)
- AUTO IGNITION GAS FURNACE, SWITCHED CIRCUIT FOR SERVICE
- AUTO IGNITION RANGE
Exhibit "A"
GS Standard Features

Construction Features
- Solid I-Beam Frame Construction With Corrosion Resistant Undercoating
- Drain System Below Steel Frame For Easy Access
- Vapor Barrier Between Frame System and Subfloor
- Sealed Floor Duct System and Water Lines, Installed Inside R-22 Rated Fiberglass Blankets Under Subfloor
- 5/8 Inch OSB Floor Decking
- 2" x 6" Subfloor Construction (2x8 on 32 Wides) With Joists Spaced 16" On Center
- Shut-Off Valves On All Water Fixtures
- 2" x 4" Exterior Wall Construction With Studs Spaced 16" On Center and R-11 Rated Fiberglass Insulation
- 90" Exterior Sidewall Height
- 100 Amp Electric Service With Copper Wiring and Interior Panel Box
- Forced Air Gas Furnace and Air Exchange System
- 40 Gallon Electric Water Heater
- Engineered Roof Trusses and Laminated Plywood Centerline Beam
- R-25 Rated Blown Roof Insulation
- OSB or Plywood Roof Decking With Class A Rated Shingles and Underlayment

Exterior Features
- Cement Vertical Siding With Hand-Painted Finish
- Attractive Shutter Treatments Per Plan
- Two-Color Exterior Design Available In Several Color Combinations
- Large White Vinyl Dual-Paned Windows With Locks
- Residential Insulated Front Door With Deadbolt
- Residential 9-Lite Rear Door With Deadbolt
- Exterior Lights At Front and Rear Doors
- Roof Eaves On All Sides (28 & 32 Wides)
- Exterior GFCI Electric Outlet

Interior Features
- Linoleum Hard-Surface Floor Covering Including Entryway
- Durable Cut Pile Carpet, Available In Several Colors
- Vaulted Ceilings Throughout Entire Home With Knockdown Textured Finish
- Tape and Textured Interior Walls Throughout Home
- 2 Panel “Camden” Interior Passage Doors, Mortised With 150lb Hinges & Lever Handles
- 5/8” Thick Interior Door Jambs With Profiling Door Casing
- Drapery Valances With Aluminum Mini Blinds
- Ventilated Shelving In Wardrobes and Pantries
- Decorator Style Electrical Receptacles and Silent Rocker Switches
- Dining Room Chandelier, Bedroom Ceiling Lights and Bath Vanity Lights
- Ceiling Fan Ready In Living Room and Master Bedroom

Kitchen, Bath & Bonus Room Features
- Modular Cabinet Construction With 3/4” Thick, Bored and Screwed Face Frames
- 31” Tall Kitchen Overhead Cabinets With Finished Interiors, Adjustable Shelves and Large Crown Cabinet Moulding
- Hardwood Cabinet Doors With Concealed, Adjustable Hinges (2 colors)
- High-Pressure Laminate Countertops, Available In Several Colors
- 7” Deep Stainless Steel Kitchen Sink
- 16 Cubic Foot Double-Door, Frost-Free Refrigerator
- 30” Free-Standing Gas Range
- Utility Shelf Over Washer and Dryer Area In Bonus Room
- Exhaust Fans In Baths
- Marble Bath Sinks
- 1 Piece Fiberglass Tub/Shower Combinations In Baths
- Water Saver Commodes

Popular Options
- 2 x 6 Exterior Walls With R-19 Insulation
- Roof Insulation Upgraded to R-30, R-35 or R-40 (N/A On Singlewides)
- Roof Dormer and Upgraded Siding
- Oil Rubbed Bronze Package Decor Package
- Upgrade Ceiling Cove, Baseboard and Door Molding Package
- Gas or Wood burning Fireplaces
- Premium Carpet In Several Styles and Colors
- Upgrade Raised Panel Hardwood Cabinet Doors and Face Frames
- Upgrade Solid Surface Counter Tops & Splashes
- Premium Refrigerators and Ranges
- Dishwasher and “Space-Saver” Microwave
- Flash Bath in Master Bath
- Ceiling Fans and Upgrade Lighting
- Skylights In Kitchen and Baths

Your Cavco West Retailer:

Cavco West offers Homes, Park Model Building floor plans. Cavco West retail

IMPORTANT: Because we continuously update and modify Cavco products it is important for you to know that our brochures and literature are for illustrative purposes only. All information contained herein may vary from the actual home we build. Dimensions are nominal and length and width measurements are from exterior wall to exterior wall. The right is reserved to make changes at any time, without notice or obligation; in prices, colors, materials, specifications, features and models. Please check with your retailer for specific information about the home you select. (Add approximately four feet to determine transportable length.)

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Exhibit “A”

11 of 12
NOTES

1. All elements of this design and installation are to conform with NFPA-13B.
2. The water supply and visible adapters to be mounted by others at approx. 2'-0" A.F.F. at the riser location(s) shown.
3. The sprinkler heads shall be connected to the electric bellform for on-site device activation reporting.
4. All electric wiring is by others.
5. Do not scale drawings, please refer to dimensions and code lengths.
6. Handicap spacing as follows: 5'-0" C.C. for 2'/0" pipe, 6'-0" C.C. for 1'/0" pipe, 7'-0" C.C. for 1'-0" thru 3'/0" pipe.
7. For sprinkler head spacing and design criteria, see NFPA specs.
8. All sprinklers to be installed above or around central blower box piping by others.
9. This system to be hydrostatically tested at not less than 100 psi for 2 hours.
10. All overhead system pipe materials to be CPVC.
11. All replacement sprinklers to be equal to existing.
12. (1-0) indicates pipe C.L. dimension on the slope.
13. All piping to be 1" unless noted otherwise.
14. Per NFPA 13D - 2016 Section 7.3.5 and as the water supply of the sprinkler system is fed by the municipal water supply, the sprinkler system shall be tested, at manufacturer's factory prior to being shipped to the jobsite, for 2 hours with no pressure loss or water leakage.

Hydraulic Data

<table>
<thead>
<tr>
<th>REMOTE AREA</th>
<th>REMOTE AREA</th>
<th>REMOTE AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 (2 HEAD CRL 16X18 SPACING)</td>
<td>#1 (2 HEAD CRL 16X18 SPACING)</td>
<td>#1 (2 HEAD CRL 16X18 SPACING)</td>
</tr>
<tr>
<td>Occu. Class</td>
<td>Residential</td>
<td>Residential</td>
</tr>
<tr>
<td>Total Heads Flowing</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>K-Factor</td>
<td>4.9</td>
<td>4.9</td>
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<tr>
<td>Total Water Required</td>
<td>31.5</td>
<td>31.5</td>
</tr>
<tr>
<td>Total Pressure Required</td>
<td>20.0</td>
<td>20.0</td>
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</table>

Exhibit "A"
## ADDENDUM "A"

<table>
<thead>
<tr>
<th>Customer: Rancho Simi R.P.D.</th>
<th>Model: Buena Vista</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CA Code - Fire Sprinklers</strong></td>
<td>$6,480.00</td>
</tr>
<tr>
<td><strong>California W.U.I. Construction</strong></td>
<td>$756.00</td>
</tr>
<tr>
<td><strong>CA Code - Carbon Monoxide Detectors</strong></td>
<td>$0.00</td>
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</tbody>
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### Addendum "A" Upgrades

<table>
<thead>
<tr>
<th>Upgrade</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>August Nationwide Summer Sale</td>
<td>$7,236.00</td>
</tr>
</tbody>
</table>

### Preferred Payment Discount

<table>
<thead>
<tr>
<th>Discount Type</th>
<th>Discount Rate</th>
<th>Discount Amount</th>
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</thead>
<tbody>
<tr>
<td>3.0% Preferred Payment</td>
<td>3.0%</td>
<td>$(2,004.00)</td>
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<tr>
<td>0.0% Preferred Payment</td>
<td>0.0%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Subtotal 2

| State Tax | California | 4.3500% | $3,133.78 |
| Country Tax | Ventura County | 0.0000% | $0.00 |
| City Tax | 0.0000% | 0.00 |
| Tax on Home Preparation Fee | | $17.18 |
| Document Fee | | $395.00 |
| Misc #3 (Non-Taxable) | | |
| Freight | | $6,100.00 |
| 6 Year Extended Service Contract Not Purchased | | - |
| **Total** | | $81,686.97 |

### Additional Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ceiling Fan Ready in bed 2 (standard in L.R. and Master)</td>
<td>$135</td>
</tr>
<tr>
<td>Ice Maker Ready</td>
<td>$81</td>
</tr>
<tr>
<td>Omit refrigerator</td>
<td>-250</td>
</tr>
<tr>
<td>Dishwasher Ready</td>
<td>$135</td>
</tr>
<tr>
<td>Garbage Disposal</td>
<td>$216</td>
</tr>
<tr>
<td>All Electric: 200 amp service, all electric appliances</td>
<td>$675</td>
</tr>
<tr>
<td>Add 2 L.E.D. to Kitchen (3 standard + 2 - 5 total)</td>
<td>$136</td>
</tr>
<tr>
<td>Optional Cabinets in Utility Room (2 cabinets with bar)</td>
<td>$203</td>
</tr>
</tbody>
</table>

### Unpaid Balance

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Unpaid Balance</strong></td>
<td>$81,686.97</td>
</tr>
</tbody>
</table>

### TOTAL FOR ADDENDUM "A"

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL FOR ADDENDUM &quot;A&quot;</strong></td>
<td>$7,236.00</td>
</tr>
</tbody>
</table>

---

**Exhibit "B"**
DATE: September 17, 2020
TO: Board of Directors
FROM: District Manager
SUBJECT: Call for Nominations to Serve on the Board of Directors of the California Association for Park and Recreation Indemnity ("CAPRI")

SUMMARY

The California Association for Park and Recreation Indemnity ("CAPRI") is the Joint Powers Authority which secures and provides liability, property and workers compensation coverage (among others) to Rancho Simi Recreation and Park District and over 60 other such member agencies throughout the State.

CAPRI has distributed the attached Election Notice / Call for Nominations to fill two Member at Large position on the CAPRI Board of Directors. In order to qualify, a person must be a Board Member or management employee of a participating member district, and must send a letter of interest to CAPRI no later than September 30, 2020.

RECOMMENDATION

Staff recommends consideration be given to nominating individuals to serve on the CAPRI Board of Directors.

Dan Paranick
District Manager
September 1, 2020

TO: CAPRI Member Districts

FROM: Matthew Duarte, Executive Director

RE: 2020 CAPRI Board of Directors Election – Call for Nominations

Dear CAPRI Member:

Every even-numbered year, an election is held for select positions on the CAPRI Board of Directors. Of course, that means that 2020 is an election year. The Board of Directors is responsible for governance of CAPRI and its Workers’ Compensation and General Liability and Property programs. This includes guidance and oversight over each respective risk pool including risk control, claims handling, and investment management. Consistent with CAPRI’s Bylaws, the CAPRI Board of Directors has called for this year’s election to be held on November 2, 2020. The two seats up for election this year are “At Large”.

To be eligible to serve on the CAPRI Board of Directors, you must be a Board Member for a member agency or a management employee of a member agency, unless appointed to one of two positions as selected by the CARPD Board. The CAPRI Board of Directors meets between 4-8 times per year depending upon the needs of the organization. Travel expenses for Board of Directors meetings are reimbursed. Also, Board Members are encouraged to attend insurance/risk management/pooling conferences each year, which are paid for by CAPRI.

At this time, CAPRI is calling for nominations for the two seats on this year’s ballot. All qualified and interested individuals willing to serve should send a letter of interest to CAPRI outlining their interest and qualifications for the CAPRI Board of Directors. The letter of interest must be received by September 30, 2020 to be considered for nomination and placement on the ballot. Those interested in sending in a nomination, please send your letter of interest to CAPRI through either of the following means:

Via Mail: CAPRI
1075 Creekside Ridge Drive
Suite 240
Roseville, CA 95678

or

Via Email: mduarte@capri-jpa.org
At the close of the nomination period, the ballot will be finalized and sent out to the membership. The timeline for the 2020 election is as follows:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice/Call for Nominations</td>
<td>09/01/20</td>
</tr>
<tr>
<td>Nominations must be received</td>
<td>09/30/20</td>
</tr>
<tr>
<td>Ballots mailed to Districts</td>
<td>10/02/20</td>
</tr>
<tr>
<td>ELECTION (Ballot must be in)</td>
<td>11/02/20</td>
</tr>
<tr>
<td>Run-off Election Ballots (if needed)</td>
<td>11/16/20</td>
</tr>
<tr>
<td>RUN-OFF ELECTION (if needed)</td>
<td>12/14/20</td>
</tr>
</tbody>
</table>

If you have any questions or comments on this or anything related to CAPRI, please do not hesitate to contact us at any time. Thank you!

Sincerely,

Matthew Duarte

*Executive Director*