

SMRPD RECREATION PROGRAM FACILITIES RENTAL INCOME AS OF 5/16/15

Program	Last	First	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	TOTAL
Gentle Yoga Stretch	Balalis	Jennifer							500.00					
Zumba Fitness!	Croissant	Dawn						200.00						
AA Meetings	Meadows	Lora		15.00	15.00		15.00	15.00	15.00	15.00	15.00	15.00	15.00	
Barefoot Vet	Boldrick	Lorrie						25.00	25.00	25.00	25.00			
Discover Yoga	Taylor	Christine									157.20			
Yoga: Vinyasa Flow	Jones	Brandi-Lee										89.00		
Tai Chi	Salat	John												
SUBTOTAL				15.00	15.00	15.00	15.00	240.00	540.00	40.00	197.20	104.00	15.00	1181.20
RENTALS														
County of Orange	Polling Place		100.00				100.00				50.00			
Murphy, Thomas				25.00				25.00						
Martin, Lori					50.00									
Wareh, Sarah								250.00						
Ragland, Pamela								50.00						
Baldrige, Mary & Kyle								25.00						
GWRRRA Chapter: 4/19	????													
Rattlesnake Aversion										570.00				
Tiffany Ortega: 3/22 : \$25	????													
Melissa Clemons: 2/8: \$25	????													
Mary Robinson: 5/9: \$250	????													
SUBTOTAL			100.00	25.00	0.00	50.00	100.00	350.00	0.00	570.00	50.00	0.00	0.00	1120.00

SMRPD REC PROGRAM: 5/24/15

Type of Activity	Location	Program	Last	First	Days	Time
Youth	Modj FS	Fire Explorers	Newell	Bruce	Monday	6:30-9:00 pm
Rec Prog	Modj Comm Ctr	Gentle Yoga Stretch	Balalis	Jennifer	Mon & Thurs	9:30-10:45 am
Rec Prog	Silv Comm Ctr, Bldg A	Zumba Fitness!	Croissant	Dawn	Thurs	7-8 pm
Rec Prog	Modj Comm Ctr	Silent Meditation Group	Voehl	Maureen	Thurs	7:10-8:10 pm
Rec Prog	Silv Comm Ctr, Bldg B	AA Meetings	Meadows	Lora	Thurs	7:30-8:30 pm
Rec Prog	Silv Comm Ctr, Bldg A	Santa Ana Mountain Artists	Myers	Judy	2nd & 4th Weds	11:10 am-2 pm
Rec Prog	Silv Comm Ctr, Bldg A	Brown Baggers	Myers	Judy	1st Weds	12:30 pm-2 pm
Private use	Silv Comm Ctr Parking Lot	Barefoot Vet	Boldrick	Lorrie	2nd Weds	3:00 - 7:00 pm
Rec Prog	Blackstar Gate	Monday Night Bike Riders	Peterson	Brett	Mondays, Apr-Oct	5:30-8:30 pm
Rec Prog	Modj Comm Ctr	Discover Yoga	Taylor	Christine	Tuesday	7:30-8:30 pm
Comm Mtg	Silv Comm Ctr, Bldg B	Inter-Canyon League Mtg	Sarkissian	Geoffrey	1st Tues	7:00 PM
Comm Mtg	Silv Comm Ctr, Bldg B	SMRPD	Olson	John	4th Tues	7:00 PM
Rec Prog	Silv Comm Ctr, Bldg A	Yoga: Vinyasa Flow	Jones	Brandi-Lee	m, w, Fri	7:30-8:30 am
Rec Prog	Modj Park	Tai Chi	Salat	John	Saturdays	9-10 am
Comm Mtg	Silv Comm Ctr, Bldg A	Bible Study	Mileham	Bev	Mondays	5-7 pm
Rec Prog	Modj Comm Ctr	Open Art Group	Voehl	Maureen	Fridays	9-1 pm
			Stinson	Jane		

Subj: **Baker Canyon Analysis by John Olson/Please read before the SMRPD Meeting**
Date: 5/24/2015 9:48:44 A.M. Pacific Daylight Time
From: john9olson@gmail.com
To: Dljmail@aol.com, sprockethead@cox.net, Phil.osophy@Cox.Net, ktoopp63@gmail.com

Baker Canyon Analysis by John Olson

Grant Agreement Terms-5/14/2003-California Wildlife Conservation Board to Trust for Public Land ("TPL")

Art. 1 Purpose-

Specifies that the acquisition "will be for the purposes of wildlife habitat preservation, restoration and management, wildlife education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation."

Art. 2 Conditions of Grant, Section 2.2 provides Grantee agrees "that it will use, operate and manage the Property consistent with the PURPOSE OF GRANT as stated in Article 1, above." It further provides the Property may be transferred "as long as the purposes for which the grant was awarded are maintained and all the Grant conditions must be passed on to any successor in interest." The Grantee agrees, and did record a notice of this agreement, giving notice of the fact there are restrictive covenants.

Art. 4, Remedies, states that in the event of any default under the agreement, then Grantee may be required to fully refund the the amounts paid to the Grantee for its acquisition of the Property for the specific property, or the Grantee may be required to convey a conservation easement (identical to that stated in the Purpose, above) to the State or a non-profit and money equivalent to the sum of the value of the conservation easement and the money paid to the Grantee for the specific property for its acquisition of the property.

SMRPD is being asked to accept the Property in a donation from TPL. Accepted "as is" with 45 days to close. To my knowledge no environmental studies, cost studies, management studies have been done. SMRPD is a small parks and recreation district, with about \$75,000 in annual income, and expenses that exceed that income by \$5-20k. As part of the deal, SMRPD may receive a donation of a little over \$100,000, and in that connection TPL may deed over around 35 acres of land (where the large cross is located to Santiago Retreat Center "SRC") subject to the conservation easement.

As part of the 35 acre transfer, TPL will first grant a conservation easement to SMRPD recognizing the conservation values (scenic, natural, wildlife habitat, etc.) The parties intend that there will be an inventory made documenting the baseline conservation values (paid for by whom?), and that SMRPD will have an affirmative right to preserve the conservation values in perpetuity exclusively for recreation, wildlife and conservation purposes, all to forever preserve its natural, scenic and open space conditions. SMRPD will be able to enter the 35 acres to inspect, to enjoin improper uses, require restoration, etc. Grantor TPL (or its successor) has duty to maintain property.

Property is landlocked, and an easement is contemplated that would allow access through the industrial composting operation site of Aguinaga Green. This area has large composting piles, daily large trucks coming and going, and it seems parking may be outside the site with walk through the composting site to gain access. The easement agreement has not been drafted.

Questions (and Comments):

1. What are SMRPD affirmative obligations under the conservation easement?

To better understand what this donation would mean to SMRPD, John Olson and Debbie Johnson met with representatives from Irvine Ranch Conservancy and OC Parks on March 5 to discuss issues regarding the conservation easement and SMRPD management requirements if it accepts the Baker Canyon. The comments in these questions reflect information derived from the IRC Meeting, and also reflect the Trust of Public Land's email responses to an email from John Olson.

Comment:

The affirmative and restrictive easement obligations already should have been defined after a baseline study of all the flora and fauna in the proposed land area, which would take place over the seasons, and typically takes a

year to conduct. This study would show possible species, and endangered species that might be present (Chaparral Bear Grass, Mariposa Lilly, California Gnatcatcher, Orange Throated Whiptail, Coastal Cactus Wren). From this study, there should be a much more defined conservation easement than that quoted in the Purpose section outlined above. There should also be a Resource Management Plan defining what can and cannot be done in terms of uses by the public. The baseline study of the whole property is necessary to ascertain what public access and public uses can be allowed, consistent with the conservation easement for "wildlife habitat preservation, restoration and management, wildlife education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation." If this has not been done, then someone needs to hire a biological firm to do it, such as PRQ, Harmsworth, LSA, Dudek. If SMRPD wants to offer public access and uses, we need the baseline studies for the whole 700 acres, to define the baseline environmental values, and make a management plan. This baseline study can easily cost \$50-100,000.

If the studies have been done in the past by TPL, then SMRPD still needs to hire a biological firm to update the studies, advise on uses, and tell SMRPD what it must do for management, annual monitoring, security, etc. Again, this can cost \$50-100,000.

It is appropriate in accepting this kind of donation to ask that the donor (TPL) to pay for these costs.

Question to TPL- have the baseline studies, more defined easement with definitions, and management plan already been done? Can you provide? Do they have any helpful data, studies, photos, etc. to turnover to a firm for the appropriate study? Who will pay for all this?

TPL was asked these questions, and it appears that no baseline study of the 700 acres has been done, nor will they offer funds to do the study. They will, however, do a study on the 35 acre portion. See Bob Flewelling email of APRIL 14 email response for detail.

2. Under just normal stewardship for land, with the conservation easement in place, what would be likely management requirements and annual costs to meet those obligations in perpetuity for nearly 700 acre landlocked site?

Comment:

IRC and OC Parks have around 24 staff members to manage the local canyon areas, which are over 20,000 acres. Even for a much smaller area, such as the 350 acre park in Newport Beach, they have the equivalent of two full time persons to provide biological, educational, trails maintenance, restoration work, security, etc. IRC estimated that at a minimum it could certainly cost tens of thousands a year to take on the role of steward of the 700 acres. SMRPD would need annual baseline monitoring, trail maintenance, security, restoration. Cost would depend on baseline values, a more defined easement, management plan, proposed public use.

TPL Questions: What studies have been done on annual costs to SMRPD for taking on stewardship? Do they have any studies?

TPL has been asked this question, and it does not appear that any study has been done. See Bob Flewelling email of APRIL 14 email response for detail.

3. What would be the minimum staffing and training to manage 700 acres? (SMRPD has 5 volunteer board members with no land management training, and a part time caretaker.)

See Number 2, above.

4. What public recreational uses could be offered given the conservation easement? How feasible would those uses be if the only access is through the industrial composting site?

Comment:

Recreational uses depend on the baseline studies, the more defined easement, and the management plan. If you allow public uses, then you must have enforcement procedures to protect the baseline values. Thus, appropriate public access and use is at present unknown to us.

OC Parks has control over the road to Baker Canyon, and its easement (to Diane Dulac) provides for limited road use, and provides that use cannot exceed the current uses. OC Parks and The Nature Conservancy would have to grant SMRPD an easement to get to Aguinaga, and an easement from Aguinaga and possibly SRC would be required from there to Baker Canyon, with some kind of survey to show the easement. If parking for the public is outside the Aguinaga site, then there is a long walk to Baker Canyon through the composting site, and the retreat area.

Questions to TPL: What public uses do you think are allowed, and what is this based on?

TPL has been asked this question, but has not responded with any specific suggested uses, although it has noted that in the past certain public use, such as "observances of the cross", have occurred. See Bob Flewelling email of APRIL 14 email response for detail.

5. What kind of consulting report/investigation should be done before accepting any donation of the land? And the likely cost? Is that something Irvine Ranch Conservancy does? Time likely to get that in place?

See Question 1, above.

Comment:

Additionally, no environmental studies have been done, and counsel and IRC both recommend both Phase 1 and Phase 2 studies, with costs that can be \$10,000 and \$35,000 or more for each study. If SMRPD accepts land with toxic wastes present, then SMRPD can have the clean up obligation regardless of who dumped the waste.

Questions to TPL:

What Environmental studies have been done. Would you pay for them to be done, or updated?

TPL will not pay for either a Phase 1 or Phase 2 report. TPL did do a Phase 1 study when it took the land in 2003, which has been provided to us. This report does not show contamination. This report would need to be updated.

6. Are there public funds available for the costs of acquisition, management, and in what amount? What kind of donation/annuity would SMRPD really need to manage/own in perpetuity? What if SMRPD accepts the donation and does not properly manage the site due to lack of funds?

Comment:

No public resources have been identified to pay SMRPD to manage the land. It is appropriate for the donor (TPL) to provide sufficient funds in the form of an everlasting annuity to fund yearly needs. If SMRPD annual costs are in the range of tens of thousands of dollars, then the annuity needs to be in the millions of dollars. This may explain why the California Wildlife Conservation Board refers to some \$13.2 million donation to TPL in connection with its acceptance of some 3,500 acres, and TPL having to refund the money provided for a specific property if it violates the easement restrictions. (Note 800acres/3,500 acres x \$13.2 million+ \$2.65 million possible exposure) As the easement runs with the land and binds SMRPD as well, there is exposure for return of the funds donated to TPL if the easement is violated.

Questions for TPL:

How will SMRPD, a very small parks district operating in the red already, pay for annual stewardship? How much did you receive for land management of this parcel, and how much can you convey to SMRPD? Does SMRPD have exposure to repay the amounts TPL received (millions of dollars?) from California Wildlife if the conservation easement is not observed? Are there other substantial sources you can identify? Don't we need to have the stewardship obligations and public uses all defined, and some kind of management plan, to know our likely yearly expenses and the size of the annuity we need?

TPL has responded that there are no funds available from TPL, or any other source to their knowledge, to manage the land, other than the approximately \$100,000 which would be received as part of the 35 acre transfer. See Bob Flewelling email of APRIL 14 email response for detail.

Sent from my iPad=

Subj: **Fwd: Baker Canyon**
Date: 5/24/2015 9:02:49 A.M. Pacific Daylight Time
From: john9olson@gmail.com
To: Dljmail@aol.com

Part of Board package.

Sent from my iPad

Begin forwarded message:

From: John Olson <john9olson@gmail.com>
Date: March 23, 2015 at 10:32:37 AM PDT
To: Derek Ostensen <derekostensen@me.com>
Cc: Debbie Johnson <Dljmail@aol.com>
Subject: Baker Canyon

Dear Derek-

In response to your emails of last week, I think it may be easiest to let you know what I do have, which seems very incomplete. My documents include the following:

Grant Agreement for Acquisition of Fee Interest-3(?)14/2003-California Wildlife Conservation Board to Trust for Public Land ("TPL"); draft Conservation Easement and Grant of Access between TPL and SMRPD dated 8/21/14 (missing Ex. B); Draft Donation Agreement dated 4/30/14; Santiago Retreat Center proposal dated 3/24/14. Despite repeated requests for documentation from the prior SMRPD Board members, this is all I have, and if additional documents or further refined draft agreements, exhibits, studies, etc. have been created, I need these.

Here are some specific concerns I have, and which I am hoping you can provide assistance.

My first focus, from a documentation point of view, is the Grant Agreement, which provides as follows:

Art. 1 Purpose-

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Art. 2 Conditions of Grant, Section 2.2 provides Grantee agrees "that it will use, operate and manage the Property consistent with the PURPOSE OF GRANT as stated in Article 1, above." It further provides the Property may be transferred "as long as the purposes for which the grant was awarded are maintained and all the Grant conditions must be passed on to any successor in interest." The Grantee agrees, and did, record a notice of this agreement, giving notice of the fact there are restrictive covenants.

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large cross is located to Santiago Retreat Center "SRC") subject to the conservation easement.

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The Property is landlocked, and an easement is contemplated that would allow access through the industrial composting operation site of Aguinaga Green. This area has large composting piles, daily large trucks coming and going, and it seems parking may be outside the site with walk through the composting site to gain access. The easement agreement for this access has not yet been drafted.

Questions:

1. What are SMRPD affirmative obligations under the conservation easement?

To better understand what this donation would mean to SMRPD, I am interested in whether there have already been wildlife studies made and more detailed definitions of the easement.

My understanding is that the affirmative and restrictive easement obligations already should have been defined after a baseline study of all the flora and fauna in the proposed land area, which would take place over the seasons, and typically take a year to conduct. This study would show possible species, and endangered species that might be present (Chaparral Bear Grass, Mariposa Lilly, California Gnatcatcher, Orange Throated Whiptail, Coastal Cactus Wren). From this study, there should be a much more defined conservation easement than that quoted in the Purpose section outlined above. There should also be a Resource Management Plan defining what can and cannot be done in terms of uses by the public. The baseline study of the whole property is necessary to ascertain what public access and public uses can be allowed, consistent with the conservation easement for "wildlife habitat preservation, restoration and management, wildlife education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation." If this has not been done, then it is my understanding that someone needs to hire a biological firm to do it, such as PRQ, Harmsworth, LSA, Dudek. If SMRPD wants to offer public access and uses, we need the baseline studies for the whole 700 acres, to define the baseline environmental values, and to make a management plan. I understand that this baseline study can easily cost \$50-100,000.

If the studies have been done in the past by TPL, then I understand that SMRPD still needs to hire a biological firm to update the studies, advise on uses, and tell SMRPD what it must do for management, annual monitoring, security, etc. Again, this can cost \$50-100,000.

I understand it is appropriate in accepting this kind of donation to ask that the donor (TPL) to pay for these costs.

Question to TPL- have the baseline studies, more defined easement with definitions, and management plan already been done? Can you provide them? Do they have any helpful data, studies, photos, etc. to turnover to a firm for the appropriate study? Who will pay for all this?

2. Under just normal stewardship for land, with the conservation easement in place, what would be likely management requirements and annual costs to meet those obligations in perpetuity for a nearly 700 acre landlocked site? IRC and OC Parks have around 24 staff members to manage the local canyon areas. SMRPD has 5 volunteer board members with no land management training, and a part time caretaker. I understand that SMRPD would need staff or consultants for annual baseline monitoring, trail maintenance, security, restoration. Cost would depend on baseline values, a more defined easement, management plan, proposed public use.

TPL Questions: What studies have been done on annual costs to SMRPD for taking on stewardship? Do you have any studies?

3. What public recreational uses could be offered given the conservation easement? How feasible

would those uses be if the only access is through the industrial composting site?

Recreational uses depend on the baseline studies, the more defined easement, and the management plan. If you allow public uses, then you must have enforcement procedures to protect the baseline values. Thus, appropriate public access and use is at present unknown to us.

OC Parks has control over the road to Baker Canyon, and its easement (to Diane Dulac) provides for limited road use, and provides that future use cannot exceed the current uses. OC Parks and The Nature Conservancy would have to grant SMRPD an easement to get to Aguinaga, and an easement from Aguinaga (and possibly SRC) would be required from there to Baker Canyon, with some kind of survey to show the easement. If parking for the public is outside the Aguinaga site, then there is a long walk to Baker Canyon through the composting site, and the retreat area.

Questions to TPL: What kind of public uses do you think are allowed, and to what extent, and what is this based on?

4. It is my understanding that no environmental studies have been done, and counsel recommends both Phase 1 and Phase 2 studies, with costs that can be \$10,000 and \$35,000 or more for each study. If SMRPD accepts land with toxic wastes present, then SMRPD can have the clean up obligation regardless of who dumped the waste.

Questions to TPL:

What environmental studies have been done? What do they show regarding pollution, etc.? Would you pay for them to be done, or updated?

5. Are there public funds available for the costs of acquisition, management, and in what amount? What kind of donation/annuity would SMRPD really need to manage/own the Property in perpetuity? What if SMRPD accepts the donation and does not properly manage the site due to lack of funds?

No public resources have been identified to pay SMRPD to manage the land. The donor (TPL) sometimes can provide sufficient funds in the form of an everlasting annuity to fund yearly needs. If SMRPD annual costs are in the range of tens of thousands of dollars, then the annuity needs to be in the millions of dollars. This may explain why the California Wildlife Conservation Board refers to some \$13.2 million donation to TPL in connection with its acceptance of some 3,500 acres, and TPL having to refund the money provided for a specific property if it violates the easement restrictions. (Note 800 acres/3,500 acres x \$13.2 million = \$2.65 million possible exposure) As the easement runs with the land and binds SMRPD as well, is there exposure for return of the funds donated to TPL if the easement is violated? What is the exposure?

Questions for TPL:

How will SMRPD, a very small parks district operating in the red already, pay for annual stewardship? How much did you receive for land management of this parcel, and how much can you convey to SMRPD? Does SMRPD have exposure to repay the amounts TPL received (millions of dollars?) from California Wildlife if the conservation easement is not observed? Are there other substantial sources of funding that you can identify? Don't we need to have the stewardship obligations, public uses all defined, and some kind of management plan, to know our likely yearly expenses and the size of the annuity we need?

As is perhaps apparent, I am very concerned about taking on obligations that are unknown in their extent and content, particularly for a District that is already struggling financially. Perhaps some of my concerns are easily resolved, but I do need to know how much this acquisition entails to close, and then how much staff and money is required to manage the property, and where the money comes for this. I look forward to hearing from you.

John Olson
SMRPD

From: **Bob Flewelling** Bob.Flewelling@tpl.org
Subject: Baker Canyon Property - 714 Acres
Date: April 14, 2015 at 10:46 AM
To: John Olson johnolson@gmail.com
Cc: scott ferguson sferguson@conservationfund.org, derekostensen@me.com

Dear Mr. Olson,

I am writing in response to your March 23 email to Derek Ostensen.

The proposal that has been under discussion with SMRPD directors and their counsel for many months is as follows: The Trust for Public Land (TPL) would concurrently (1) donate a conservation easement to SMRPD over the 35-acre "cross parcel"; (2) sell the easement-restricted cross parcel to the Santiago Retreat Center for the parcel's appraised market value of \$110,000; and (3) donate the remaining 679 acres in fee to SMRPD together with the net sale proceeds of the cross parcel (approximately \$100,000 plus) for SMRPD's stewardship of the 679-acre fee parcel and for monitoring and enforcing the conservation easement over the cross parcel.

Each of these transfers would be conditioned on the concurrent occurrence of the others; that is, none would occur unless all three occurred at the same time.

The 679-acre fee parcel would be subject only to the Grant Agreement between the Wildlife Conservation Board (WCB) and TPL, which provides that management of the property will be for "wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation"; the parcel would not be subject to any additional restrictions, including any separate conservation easement. The Grant Agreement was signed by WCB and TPL in 2003 and is final.

The 35-acre cross parcel would be subject only to a conservation easement (the easement would replace the Grant Agreement with respect to the cross parcel only). The conservation easement (the 8/21/14 draft which you have seen was negotiated with SMRPD directors and their counsel) follows a widely used standard form for similar properties and circumstances and is not expected to contain many, if any, further details or definitions in the final draft.

TPL has owned the entire 714 acres since 2003. Our management of the property has been passive in character. Although public use has not been affirmatively invited, it has not been physically barred either; uses, including occasional religious observances at the cross, have been light and low-impact. WCB, which awarded the grant funds TPL used to buy the property, has never communicated any concerns to us regarding compliance with any of the terms of the Grant Agreement.

TPL has managed the property using its own general operating funds; we have received no funds for the property's management from anyone, including WCB (per Sec. 2.1.i of the Grant Agreement, the \$13.215 million grant was restricted to "purchase money only" to enable TPL to buy 16 separate private properties totaling approximately 5,300 acres). We are unaware of any specific public or private source for management funds beyond the approximately \$100,000 plus that we have agreed to donate to SMRPD for the purpose.

As previously agreed, Derek Ostensen will conduct a baseline inventory and prepare appropriate documentation of the relevant features of the 35-acre cross parcel for purposes of monitoring and enforcing the conservation easement to be donated to SMRPD. We would also be willing to provide a current title report and share a copy of the Phase 1 environmental site assessment we obtained prior to our acquisition of the property. We have not prepared or hired others to prepare any further studies and we do not plan to do so.

We would be pleased to answer any questions that you or the other SMRPD directors may have.

If SMRPD directors wish to continue with discussions concerning the transaction as described above, please let us know as soon as possible. If they do not wish to continue, we would appreciate knowing that as well.

Sincerely yours,

1
2
3 AGREEMENT NUMBER: 70191

4 AGREEMENT FOR PARTICIPATION
5 INSIDE THE OUTDOORS
6 SCHOOL PROGRAM
7 NON-PUBLIC SCHOOLS 2014 - 2015

8 This AGREEMENT is hereby entered into this 1st day of
9 September, 2014, by and between the Orange County Superintendent of
10 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
11 referred to as SUPERINTENDENT, and Silverado Children's Center,
12 hereinafter referred to as SCHOOL. SUPERINTENDENT and SCHOOL shall
13 be collectively referred to as the Parties.

14 TERMS, CONDITIONS, AND RESPONSIBILITIES

15 1.0 SUPERINTENDENT shall provide a forty-five (45) minute to
16 seventy-five (75) minute Inside the Outdoors - School Program,
17 hereinafter referred to as PROGRAM, more specifically described in
18 Exhibit "A", which is attached hereto and incorporated by reference
19 herein.

20 2.0 This AGREEMENT shall be in full force and effect for the period
21 commencing September 1, 2014 and ending August 31, 2015. This
22 AGREEMENT must be fully executed by the Parties and be on file with
23 the SUPERINTENDENT prior to SCHOOL participating in the PROGRAM.

24 3.0 SUPERINTENDENT shall provide the PROGRAM for SCHOOL pursuant to
25 Exhibit "A".

26 4.0 SCHOOL shall provide one (1) teacher to participate in the
27 PROGRAM with each group of 25-30 students.

1 4.1 All participating SCHOOL employees and adult aides, in
2 cooperation with the PROGRAM staff shall be expected to
3 take an active role in the supervision of students.

4 5.0 Should a SCHOOL group exceed four (4) classrooms on a given day
5 (approximately one hundred twenty (120) students), the additional
6 classroom(s) may be scheduled to participate on another day.

7 6.0 SCHOOL shall be responsible for the supervision and care of its
8 students. SCHOOL shall also be responsible for the actions of its
9 students and employees while participating in the PROGRAM.

10 7.0 SCHOOL shall hold harmless, defend, and indemnify the Orange
11 County Superintendent of Schools, the Orange County Board of
12 Education, and its officers, agents, and employees from any and all
13 claims for damages resulting from the acts or omissions of SCHOOL,
14 its officers, agents, employees, and students with respect to the
15 Inside the Outdoors - School Program.

16 SUPERINTENDENT shall hold harmless, defend, and indemnify the
17 SCHOOL, its officers, agents, employees, and students from any and
18 all claims for damage resulting from the acts or omissions of the
19 Orange County Superintendent of Schools, the Orange County Board of
20 Education and its officers, agents, and employees with respect to
21 the Inside the Outdoors - School Program.

22 8.0 Any notice of cancellation by SCHOOL must be received in
23 writing by SUPERINTENDENT at least twenty (20) business days,
24 excluding holidays, prior to the scheduled PROGRAM date. In the
25 event of a cancellation, the SCHOOL is responsible to find an
equivalent replacement no later than ten (10) business days prior to

1 the cancelled program date; SUPERINTENDENT may also attempt to find
2 an equivalent replacement if possible. If SCHOOL or SUPERINTENDENT
3 is unable to find an equivalent replacement, SCHOOL will be charged
4 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
5 SCHOOL wishes to reschedule a scheduled PROGRAM date, SCHOOL may be
6 charged an additional fee of Seventy-five dollars (\$75.00).

7 9.0 SCHOOL agrees to pay SUPERINTENDENT per student or per PROGRAM
8 more specifically described in Exhibit "B", which is attached hereto
9 and incorporated by reference herein. Payment shall be made based
10 on the number of students that actually attend, but not less than
11 ninety percent (90%) of the number of students identified in Exhibit
12 "A". If SCHOOL is designated as sponsored, a minimum enrollment
13 requirement is ninety percent (90%) of the contracted number of
14 students, and is paid by sponsorship. If the number of students who
15 attend is less than ninety percent (90%) of the contracted
16 enrollment number, SCHOOL will be charged a per student fee for all
17 students that fall below ninety percent (90%).

18 9.1 A day of participation is defined as a student being
19 present during any part of a scheduled PROGRAM day.

20 9.2 Should the scheduled attendance from any given school in
21 a SCHOOL change by more than ten percent (10%), the
22 SCHOOL shall inform SUPERINTENDENT in writing at least
23 twenty business days prior to the first (1st) day of
24 attendance.

25 9.3 Schools may be charged an additional transportation fee
of \$35.00 - \$125.00 per day.

1 10.0 Full payment of fees by SCHOOL or individual on behalf of
2 SCHOOL must be received by SUPERINTENDENT within thirty (30)
3 calendar days of billing postmark.

4 11.0 SCHOOL agrees to bear the expense of repairs and/or breakage
5 resulting from unreasonable wear or abuse to property and/or
6 equipment caused by its students and/or teachers participating in
7 the PROGRAM.

8 12.0 In the interest of public health, SUPERINTENDENT provides a
9 tobacco-free environment. Smoking or the use of any tobacco products
10 are prohibited in buildings and vehicles, and on any property owned,
11 leased or contracted for by the SUPERINTENDENT pursuant to
12 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
13 this policy could result in the termination of this AGREEMENT.

14 13.0 SUPERINTENDENT and SCHOOL agree that they will not engage in
15 unlawful discrimination in employment of persons because of race,
16 color, religious creed, national origin, ancestry, physical
17 handicap, medical condition, marital status, or sex of such persons.

18 14.0 SUPERINTENDENT and SCHOOL agree that this AGREEMENT shall be
19 construed and entered into in accordance with the laws of the State
20 of California, through California state courts with venue in Orange
21 County, California.

22 15.0 NOTICE. All notices or demands to be given under this AGREEMENT
23 by either party to the other, shall be in writing and given either
24 by: (a) personal service or (b) by U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or if mailed on the third day after deposit in any
2 U.S. Post Office. The address to which notices or demands may be
3 given by either party may be changed by written notice given in
4 accordance with the notice provisions of this section. As of the
5 date of this AGREEMENT, the addresses of the parties are as follows:

6 SCHOOL: Silverado Children's Center
7 7525 Santiago Canyon Road
8 Silverado, California 92676
Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
11 P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

12 16.0 If any term, covenant, condition or provision of this AGREEMENT
13 is held by court of competent jurisdiction to be invalid, void or
14 unenforceable, the remainder of the provisions shall remain in full
15 force and effect and shall in no way be affected, impaired or
invalidated thereby.

16 17.0 The failure of SUPERINTENDENT or SCHOOL to seek redress for
17 violation of, or to insist upon, the strict performance of any term
18 or condition of this AGREEMENT, shall not be deemed a waiver by that
19 party of such term or condition, or prevent a subsequent similar act
20 from again constituting a violation of such term or condition.

21 18.0 This AGREEMENT contains the entire agreement between
22 SUPERINTENDENT and SCHOOL regarding the services and any agreement
23 hereafter made shall be ineffective to modify this AGREEMENT in
24 whole or in part unless such agreement is embodied in an amendment
25 to this AGREEMENT which has been signed by both SUPERINTENDENT and

SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

SCHOOL: SILVERADO CHILDREN'S CENTER

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: May 5, 2015

School Programs

Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Flat Fee* or Fee per Student	Comments
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	7/7/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	7/7/2015				no charge*	
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	7/21/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	7/21/2015				no charge*	
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	7/28/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	7/28/2015				no charge*	
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	8/4/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	8/4/2015				no charge*	
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	8/10/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	8/10/2015				no charge*	
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	8/18/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	8/18/2015				no charge*	
SILVERADO CHILDREN'S CENTER	TRAVELING SCIENTIST 1 -	8/25/2015		P6	30	\$250.00*	AMAZING ANIMALS
SILVERADO CHILDREN'S CENTER	Mileage	8/25/2015				no charge*	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 8.0 and Section 9.0 of the Agreement.

Subj: RE: Summer contract
Date: 5/22/2015 7:50:27 A.M. Pacific Daylight Time
From: KEllis@ocde.us
To: Djmail@aol.com
CC: ssmith@ocde.us, silveradochildrenscenter@gmail.com, francesca.duff@ergodic-systems.com

Hi Debbie,

Thank you for taking the time to read the contract! So many times this doesn't happen.

Our contract is for the day, not by session. The cost is \$250 per day. We can have as many sessions as needed on each day. I have the list of topics that will be covered. Our computer system defaults to Amazing Animals. We will specialize the sessions for each week as outline in previous emails. This will be listed on the teaching schedule (which will also tell us how many sessions you would like and at which times). I think there should be a blank teaching schedule in with the contract, I have also attached one to the email.

As for the student numbers, any date with less than 60 students is at a flat rate. Your flat rate for the day is the reduced cost of \$250 (usually its \$360). The 90% would not apply to you since you will have less than 60 student each day.

I hope this helps clear things up. Please feel free to contact me if you have any additional questions.

Kelly Ellis
 Inside the Outdoors
 Orange County Department of Education
www.insidetheoutdoors.org
 (714)708-3897
 Fax (714) 649-0162

Visit the New Funding link on our website for the latest grant information!

Everyday American businesses generate enough paper to circle the earth 20 times.
 Please consider the environment before printing this e-mail.

Begin forwarded message:

From: <Djmail@aol.com>
Date: May 22, 2015 at 6:01:04 AM PDT
To: <ssmith@ocde.us>
Cc: <francesca.duff@ergodic-systems.com>, <silveradochildrenscenter@gmail.com>
Subject: Summer contract

Hi, Stephanie,

Francesca Duff gave me the contract prepared by your office to present to the Board and I had some questions.

The contract is for 7 sessions starting July 7th. It says the number of students is 30 and the charge is \$250 each.

- a) Because of our licensing restrictions, we cannot have preschool and school age students in the same session.
- b) The price you mentioned when we met was around \$100-\$130. The contract puts the charge per



Traveling Scientist TEACHING SCHEDULE

Inside the Outdoors®



Return this schedule at least **FOUR WEEKS PRIOR** to your participation. Questions: (714) 708-3885.
FAX to (714) 649-0162 or **district mail** to: Inside the Outdoors, 200 Kalmus Drive, Costa Mesa, CA 92628

School _____ District _____ Phone (____) _____

School address _____ Principal's Name _____

Directions from our Traveling Scientist facility (8755 Santiago Canyon Rd., Silverado, CA 92676) _____

We accommodate your school's schedule! Tell us what times you would like your presentations. Reserve one room for all programs. Limit class sizes to 40 students. Allow 15 minutes between lessons and 30 minutes for a lunch break. A projection screen and a room suitable for a slide presentation are necessary for the Birds of Prey, Rainforest, and Rethink Resources programs.

ALL- AMAZING ANIMALS (AA) - 45 - 60 minutes
ALL- RETHINK RESOURCES (RR) - 60 minutes
PRE- CREATURE FEATURE (CF) - 45 minutes
K- ME IN MY WORLD (MW) - 45 minutes
1ST- SCALES OR SLIME? (SS) - 60 minutes
2ND EIGHT LEGS OR SIX? (ES) - 60 minutes
3RD- CATCH THE RAYS (CR) - 60 minutes
3RD- FEATHER FUN! (FF) - 60 minutes
3RD- MAD PLANTS (MP) - 60 minutes

4TH- MAGNETS ARE MAGNIFICENT (MM) - 60 minutes
4TH- ROCKIN' GEOLOGY! (RG) - 60 minutes
4TH- WHAT'S FOR LUNCH? (WL) - 60 minutes
5TH- DRIP DROP (DD) - 60 minutes
5TH- BODY OF KNOWLEDGE (BK) - 60 minutes
5TH- WHAT'S THE MATTER? (WM) - 60 minutes
5TH- SURVIVING OUR STANDARDS (SOS) - 75 minutes
6TH- RAIN FOREST (RF) - 60 minutes
6TH- BIRDS OF PREY (BP) - 60 minutes

DATE 10/29/12

Class

DATE

Class

Time	Grade	Topic	Teacher	Class Size	Time	Grade	Topic	Teacher	Class Size
Fr: 8:00 To: 9:00	2	ES	Ms. Fall	32	Fr: To:		Topic		
Fr: 9:15 To: 10:15	2	ES	Ms. Garcia	30	Fr: To:		Topic		
Fr: 10:30 To: 11:30	3	FF	Ms. Jones	30	Fr: To:		Topic		
Fr: 12:00 To: 1:00	3	FF	Ms. Smith	32	Fr: To:		Topic		
Fr: To:					Fr: To:		Topic		

DATE

Class

DATE

Class

Time	Grade	Topic	Teacher	Class Size	Time	Grade	Topic	Teacher	Class Size
Fr: To:		Topic			Fr: To:		Topic		
Fr: To:		Topic			Fr: To:		Topic		
Fr: To:		Topic			Fr: To:		Topic		
Fr: To:		Topic			Fr: To:		Topic		
Fr: To:		Topic			Fr: To:		Topic		