

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ADMINISTRATION OFFICE – ROOM 6
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**LONG RANGE PLANNING COMMITTEE
AGENDA**

Tuesday, November 10, 2020

3:00 P.M.

In order to minimize the spread of COVID-19 and keep with social distancing, District Staff strongly encourages public participation via virtual attendance. While meetings have been opened to the public, you may choose to participate in the Board committee meeting from the comfort of your home or other Stay Well at Home compliant location, with the following options:

- a. Email – If you wish to make a comment on a specific agenda item, please submit your comment via email by 2:00 pm on Tuesday, November 10, 2020 to Anthony Miller, Administrative Analyst at amiller@pvrpd.org. Your email will be printed and distributed to the Long Range Planning Committee members prior to the meeting.**
- b. Phone – You may call the PVRPD office at 805-482-1996, ext. #101 by 2:00 pm on Tuesday, November 10, 2020 or email amiller@pvrpd.org and provide your name, your phone number and your item of interest. You may also choose to listen to the entire meeting. PVRPD staff will call you on November 10 at 2:30 pm with instructions for participating.**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. LAS POSAS EQUESTRIAN PARK UPDATE**
- 4. FREEDOM PARK POOL SITE UPDATE**
- 5. ORAL COMMUNICATIONS**
- 6. ADJOURNMENT**

Note: Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the day preceding the Committee meeting.

Announcement: Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



Pleasant Valley Recreation & Park District

1605 E. Burnley St., Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

BOARD OF DIRECTORS

ELAINE MAGNER
NEAL DIXON
MIKE MISHLER
MARK MALLOY
ROBERT KELLEY

GENERAL MANAGER

MARY OTTEN

Las Posas Equestrian Park Trail Property Maps

Easements, Deeded Properties Disposition,
and County Flood Control Basin Map

EXHIBIT "B"
Affected Lots/Present Owners

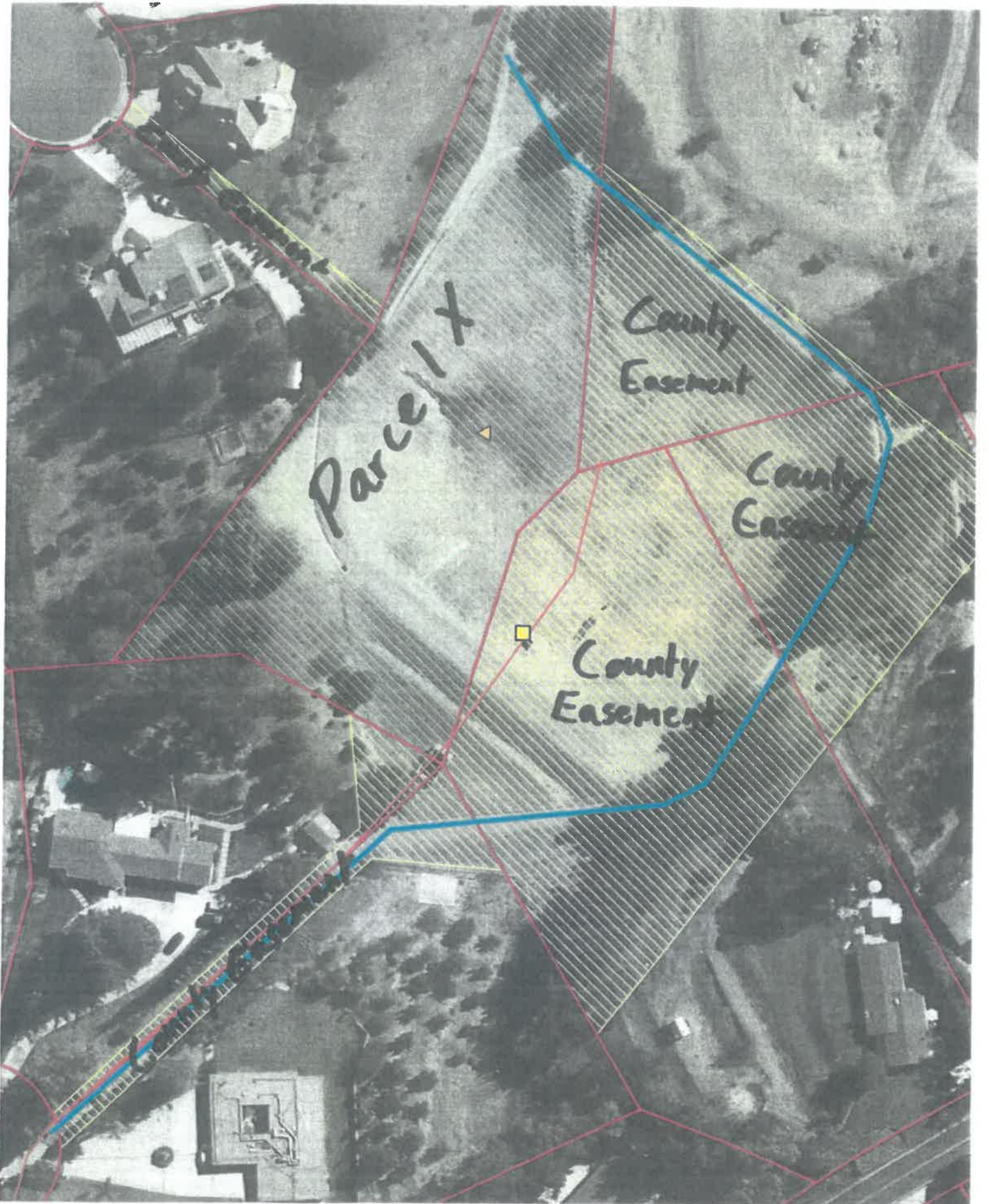
STRIP 4:

Lot 64: George and Cheri Burk
Lot 65: Dennis and Susan Reynolds
Lot 66: Robert & Catherine MacAlister
Lot 67: Zoltan & Sarota Dala
Parcel "a": Stan Pajka
Parcel "b": Mr. Garcia
Parcel "c": Mr. Glen Churchman

EXHIBIT "C"
Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki
Lot 53: Salvador and Soledad Plascencia
Lot 54: David G. and Karen J. Schumaker
Lot 55: Billy and Wilma Kilby
Parcel "c": Glenn Churchman
Parcel "d": Gordon Craig Adams and Tracey W. Adams,
Co-Trustees of the Adams Family 1989
Revocable Truste dated January 27, 1990
Parcel "e": Rose Marie Elliott
Parcel "f" *SANTA*



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: Jessica A. Puckett, CPRP, ADMINISTRATIVE ANALYST

DATE: November 10, 2020

**SUBJECT: FREEDOM PARK – POOL PROPERTY & AIRPORT
LAND SWAP**

SUMMARY

The District has recently been presented with multiple opportunities for development of the former Freedom Park Pool property and the in-line hockey rink. These opportunities are all contingent on the stipulations and conditions of the grant funding the District received from the State of California and the associated lease agreements created to ensure the successful completion of the projects.

BACKGROUND

In July 2000, the County of Ventura entered into reciprocal 20-year lease agreements with the District for two similarly sized parcels at the Camarillo Airport and Freedom Park. The parcel owned by the District and leased to the Airport is located at the corner of Eubanks Street and Skyway Drive in the airport business park. The parcel owned by the Airport and leased to the District is located on Convair Street between Aviation Drive and Willis Avenue. The two parcels are ± 1.9 acres in size. The reciprocal lease or “parcel swap” enabled the District to develop an outdoor roller-blade hockey rink and BMX track located near other property owned and maintained by the District known as Freedom Park. To date the Airport has not put its leased parcel to temporary or permanent use. At the time the leases were executed, it was anticipated the “parcel swap” would eventually become permanent since both the District and the Airport agreed it would be mutually beneficial. Freedom Park sits on parcel #230003014 and the adjoining Camarillo Airport property is parcel # 230003024. The District was awarded a grant of \$549,000 from the 2000 Parks Bond Act to construct the roller hockey rink and \$47,750 from the 2002 Resources Bond Act for the construction of the BMX track (In total, the State has awarded the District \$895,840 on 10 occasions for improvements to Freedom Park since 1975. The latest was in 2009/10 from the Roberti-Z’berg-Harris Block Grant from the 2000 Parks Bond Act for the baseball field improvements).

In 2004, Ventura County was working with the real estate brokerage firm, CB Richard Ellis (CBRE), to aid in leasing local office facilities and land parcels. CBRE brought forth a client interested in developing an office building and associated parking on the parcel leased to the Airport. In order to offer an appropriate lease term to the developer under a sublease agreement with the Airport and not delay the potential for development, the lease

between the District and the Airport would be required to extend beyond the 20-year term. Around the same time, former District General Manager John Williamson was informed by the State of the requirement for an extension of the 20-year land tenure in the lease agreements. To facilitate both needs, the District and the County approved two reciprocal lease amendments—one for the parcel leased by the District from the County and one for the parcel leased by the County from the District. Each lease amendment extended the initial lease term from 20 to 50 years ending in 2050 instead of 2020, providing both parties the flexibility that might be needed to effect development.

It was also brought to the District's attention in 2004 during the conceptual review and discussion of the development of the BMX track that when comparing the adopted Airport Comprehensive Land Use Plan, the far northeast section of the land swap parcel owned by the Airport falls within the Inner Turning Zone of the potential future second runway. It was agreed that a recommended course of action was to stipulate in the lease agreement between the District and Freedom Park BMX Raceway that the use be subject to review and possible termination at such time as the second runway would become operational at the Camarillo Airport.

DISCUSSION

Fast forward to 2020. Leadership within the Airports has changed and based on updated priorities, the undeveloped parcel at the northwest corner of Convair and Willis owned by the Airport is no longer being considered for a permanent land swap due to the future expansion of the Airport. The in-line roller hockey rink and BMX track are still operating on the same space and will continue to through the agreed upon term of 2050. There is no official permanent change of ownership or subdivision of parcels in the land swap parcel agreements.

Opportunities:

1. **Freedom Pool Property:** The District was approached by Ventura County Animal Services in February of 2020 to discuss property located at Freedom Park. The current Ventura County Animal Shelter is located at 600 Aviation Dr. in Camarillo, adjacent to the Camarillo Airport. COVID-19 started, and the conversation was put on hold. In mid-July a private company approached the District as to the ability of a long-term lease of the old Freedom Pool (535 Houck St.) which is on Freedom Park property and abuts though is not included in the land swap agreements. Freedom Pool has sat vacant and unoperated since August 2003 when the District decided to close the pool due to budget constraints and lack of revenue. The District then reached out to Animal Services knowing they had requested a prior meeting in February. Animal Services is in the search for a new home for the animal shelter. The entire block of property [Wills Ave., Eubanks St., Skyway Dr., Houck St.] that encompasses the old Freedom Pool, the land swap property leased to the Airport, and an undeveloped parking lot owned by Ventura County, sits just under 5 acres. It is on the small side of their preferred needed acreage, but still acceptable. Ventura County acknowledges and agrees that no changes would be allowed to the BMX track and in-link hockey rink should any land agreements occur.

We now have two entities wanting the same piece of property: a private business wanting to lease the pool property and make improvements to the existing structures to run their business, and Ventura County Animal Services wanting both the pool property and land swap parcel to build a new animal shelter on the entire block.

2. Multi-Use of the In-Line Hockey Rink: In our first public meeting for our Pickleball Ad Hoc Committee on Monday, November 2, the suggestion was made to utilize the in-line hockey rink for pickleball. Based on reading the grant stipulations sent to us last month from the State mandating that the purpose of any amenity or improvement funded by the State must not be changed, we have inquired if it is a violation to convert the in-line hockey rink into a multi-purpose space to also use as a pickleball court.

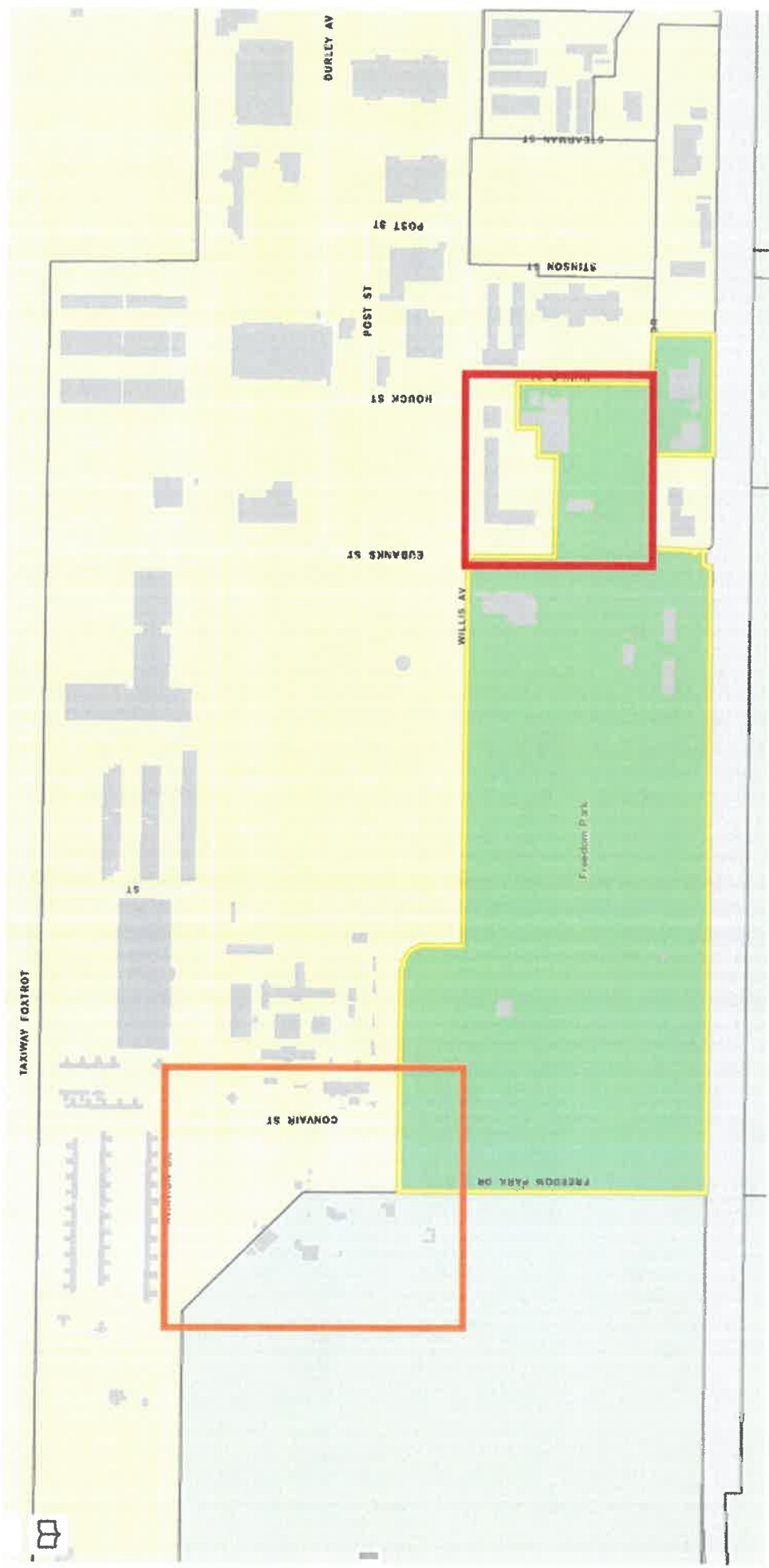
Staff has requested legal clarification from the State Office of Grants and Local Services as to whether either option violates the grant terms and conditions and if so, legal justification as to why it does. Both Ventura County Animal Services and the private business owner are waiting for us to provide direction.

STAFF RECOMMENDATION

It is recommended the Committee provide staff direction.

ATTACHMENTS

- 1) Parcel Map of Freedom Park (1 page)
- 2) Grant Terms and Conditions – BMX Track (6 pages)
- 3) Grant Terms and Conditions – In Line Hockey Rink (7 pages)



C 0207569

GRANT CONTRACT
2002 Resources Bond Act
PER CAPITA GRANT PROGRAM

Noted 10/17/03
 2011
 2008

GRANTEE Pleasant Valley RPD

THE PROJECT PERFORMANCE PERIOD is from July 01, 2003 thru June 30, 2011

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the total Project Grant Amount indicated.

THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION LANDS AND FACILITIES.

Total State Grant Amount not to exceed \$286,000.00

Pleasant Valley RPD

By *John C. Williamson*
 (Signature of Authorized Representative)

Title General Manager

Date 10/3/03

By _____

Title _____

Date _____

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By *Julie Malone*
 Date 10-6-03

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$286,000.00		CONTRACT NUMBER C0207569		FUND. 2002 Resources Bond Act	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		CALSTARS VENDOR NO. 000000441000			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT 3790-101-6029(1)(a)	CHAPTER 157	STATUTE 03	FISCAL YEAR 2003/04
T.B.A. NO.	B.R.. NO.	INDEX. 1091	OBJ. EXPEND 702	PCA. 66010	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER *Karen Bradley* 10/8/03 DATE _____

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Acquisition" means to obtain fee title or a lesser interest in real property, including specifically, a conservation easement or development rights.
4. The term "Department" means the California Department of Parks and Recreation.
5. The term "Development" means including, but not limited to, improvement, rehabilitation, restoration, enhancement, Preservation, protection, and interpretation. Resources Bond Act of 2002 funds may only be used for Capital Improvement.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

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

The Grantee shall 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 State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.

7. 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.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or Program.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
10. The Grantee shall maintain and operate the property funded for a period that is commensurate with the type of Project and the proportion of state funds allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific Act of the Legislature. The agreements specified in this section 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 those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an 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 used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a use authorized by that category.
11. Lands or interests in land acquired with grant funds shall be acquired from a willing seller.
12. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

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

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total Project Grant Amount set forth on page 1 of this Contract:
 - a. Up to a 10% advance of the total Project Amount.
 - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application. The Grantee shall immediately place these funds in escrow.

- c. The remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total Project Grant Amount set forth of page 1 of this Contract:
 - a. Up to a 10% advance of the total Project Grant amount.
 - b. On proof of award of a construction Contract or commencement of construction by Force Account, up to 80% of the total Project Grant Amount, not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
3. The remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project, as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund and be available for Appropriation by the Legislature for one or more of the local assistance programs that the Legislature determines to be the highest priority statewide.
2. The 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 only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the 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 monies 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 monies disbursed under this Contract by the State would be inadequate compensation to the State for any 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, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

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

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall 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.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific Act of the Legislature.
2. The Grantee shall maintain and operate the property developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Program.

J. Application Incorporation

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

K. 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 Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

**GRANT CONTRACT
 PER CAPITA GRANT PROGRAM**

GRANTEE Pleasant Valley RPD

THE PROJECT PERFORMANCE PERIOD is from July 01, 2000 thru June 30, 2008

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita Program in the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the Project(s) up to the total State Grant Amount indicated.

THESE FUNDS ARE FOR THE ACQUISITION, DEVELOPMENT, IMPROVEMENT, REHABILITATION, RESTORATION, ENHANCEMENT, AND INTERPRETATION OF LOCAL PARKS AND RECREATIONAL LANDS AND FACILITIES, INCLUDING RENOVATION OF RECREATIONAL FACILITIES CONVEYED TO LOCAL AGENCIES RESULTING FROM THE DOWNSIZING OR DECOMMISSIONING OF FEDERAL MILITARY INSTALLATIONS.

Total State Grant Amount not to exceed \$635,000.00

Pleasant Valley RPD

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By John C. Williamson
Grantee
(Signature of Authorized Representative)

Title General Manager

Date September 27, 2001

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____

By Donna Artega

Title _____

Date _____

Date 10-16-01

**CERTIFICATION OF FUNDING
 (FOR STATE USE ONLY)**

CONTRACT NUMBER C2003547		FUND Bond Act of 2000			
VENDOR NUMBER 000000441000		AMOUNT OF THIS ESTIMATE \$635,000.00		APPROPRIATION	
UNENCUMBERED BALANCE \$		ITEM 3790-103-0005	CHAPTER 52	STATUTE 2000	FISCAL YEAR 2001/02
T.B.A. NO.	B.R. NO.	INDEX 1091	OBJ. EXPEND 702	PCA. 64301	PROJECT / WORK PHASE.
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER <u>Norothy Kroll</u>					DATE <u>10/30/01</u>

Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Acquisition" as used herein means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

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

The Grantee shall 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 State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.
7. 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.

8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
11. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section 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 those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an 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 used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

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

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:
 - a. Up to a ten percent advance of the total Project Grant Amount
 - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
 - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth on page 1 of this Contract:
 - a. Up to a ten percent advance of the total Project Grant Amount.
 - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
 - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project related purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. The 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 only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the 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 by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the 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 monies 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 monies disbursed under this Contract by the State would be inadequate compensation to the State for any 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, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of a judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

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

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall 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.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State Project Grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability 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 except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

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

K. 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 Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.