ITEM NO. 17

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 7, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department and Public Works Department

SUBJECT: **APPROVAL TO ACCEPT $1,458,000 IN GRANT FUNDS FROM THE PROPOSITION 12 PER CAPITA STATE BLOCK GRANT PROGRAM FOR THE CONSTRUCTION OF THE MANCE BUCHANON PARK PROJECT AND TO ACCEPT $468,191 FROM THE PROPOSITION 12 ROBERTI-Z'BERG-HARRIS STATE BLOCK GRANT PROGRAM FOR THE CONSTRUCTION OF THE BUDDY TODD RESERVOIR RE-USE PHASE I PROJECT AND APPROVAL TO BUDGET THESE FUNDS TO THE PUBLIC WORKS DEPARTMENT**

SYNOPSIS

Staff requests City Council approval to accept $1,458,000 in grant funds from the Proposition 12 Per Capita State Block Grant Program for the construction of the Mance Buchanon Park (formerly River Park) project and to accept $468,191 from the Proposition 12 Roberti-Z'Berg-Harris State Block Grant Program for the construction of the Buddy Todd Reservoir Re-Use Phase I project, and approval to budget these funds to the Public Works Department.

BACKGROUND

In Fall of 2001, the City of Oceanside entered into contracts with the State of California to encumber block grant funds through Proposition 12, Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 in the amounts of $1,458,000 and $468,191 (Attachments I and II). On July 6, 2005, the City Council approved those allocations to be appropriated to the Mance Buchanon Park project and to the Buddy Todd Reservoir Re-Use project, respectively. Additionally, it was approved for staff to submit applications to the State of California for said projects. On January 18, 2006, the State of California approved the applications for the projects and has provided the City a notice to proceed in the spending of funds (Attachments III and IV).

ANALYSIS

The State of California requires all recipients of Bond Act Block Grant funds to submit applications for the projects to be funded under its specific program. The City has followed the guidelines required by the State and has submitted project applications describing the below projects and has been provided a notice to proceed in the spending of the funds. Both projects are managed through the Public Works Department utilizing the Public Works Budget. It is most efficient to have the grant funds budgeted to and administered by the Public Works Department for expenditure.

The Mance Buchanon Park project will be utilizing the funds toward the development of the park to include soccer fields, playground structures and support infrastructure including parking, snack bars, maintenance sheds and picnic areas. City Council approved the award of contract for grading, drainage and utilities on April 5, 2006. The balance of the project, through completion, is scheduled as follows:

City Council award grading contract	April	06
Begin demolition, grading and utilities	June	06
Grading and utilities completed	October	06
Begin soccer fields, buildings and access roads	December	06
Complete soccer fields, buildings and access	November	07

The Buddy Todd Park Reservoir Re-Use project will be utilizing the funds toward the development project that will convert the approximately 2.5-acre water reservoir into passive landscaped park area, to include new irrigation, picnic areas and a new centralized parking lot. A contract for final design was approved by City Council on November 9, 2005. The balance of the project, through completion, is scheduled as follows:

City Council approve final design and advertise to bid	August	06
City Council award construction contract	November	06
Begin irrigation, landscaping and new parking area	January	07
Complete irrigation, landscaping and new parking	June	07

FISCAL IMPACT

The Parks CIP budget will be increased by $1,926,191 from Proposition 12 State Block grant funds (272.416246.4456.xxxx) for costs associated with the Mance Buchanon Park project of $1,458,000 (598.845015.5392) and the Buddy Todd Reservoir Re-Use Project of $468,191 (598.844021.5392).

The projects are not fully funded by these grant funds. The total estimated cost for the Mance Buchanon Park project is $11 to $13 million and is planned to be funded additionally from developer fees, Proposition 40 revenues and the revenues from the land sale to the school district and up to $1 million in General Fund Capital Reserves. The total estimated cost for Buddy Todd Park is approximately $1.3 million and is planned to be funded additionally from developer fees and water utilities.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

City Attorney analysis does not apply.

RECOMMENDATION

Staff recommends City Council approval to accept $1,458,000 in grant funds from the Proposition 12 Per Capita State Block Grant Program for the construction of Mance Buchanon Park and to accept $468,191 from the Proposition 12 Roberti-Z'Berg-Harris State Block Grant Program for the construction of the Buddy Todd Reservoir Re-Use Phase I project, and approval to budget these funds to the Public Works Department.

PREPARED BY:

Megan Crooks
Administrative Analyst

SUBMITTED BY:

Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Assistant to City Manager

Mike Blessing, Deputy City Manager

Margery Pierce, Neighborhood Services Director

Peter Weiss, Public Works Director

Nita McKay, Financial Services Director

Barry Martin, Water Utilities Director

Attachments:
I – Per Capita State Grant Contract
II – Roberti-Z-Berg-Harris State Grant Contract
III - River Park Development Letter to Proceed
IV - Buddy Todd Reservoir Re-Use Project Letter to Proceed

Attachment I

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
PER CAPITA GRANT PROGRAM

GRANTEE City of Oceanside

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 $1,458,000.00

City of Oceanside
Grantee

By _____
(Signature of Authorized Representative)

Title City Manager

Date 11-30-01

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 _____

Date 12-11-01

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NUMBER C2003399		FUND Bond Act of 2000				
VENDOR NUMBER 400000001500		AMOUNT OF THIS ESTIMATE $1,458,000.00		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 Karen Brockley					DATE. 12/18/2001	

PER CAPITA PROGRAM

Project Contract
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.

Attachment II

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

RECEIVED
MAR 0 1 2002
Planning Department

GRANT CONTRACT

Roberti-Z'berg-Harris Urban Open Space and Recreation Grant Program (Block Grants)

GRANTEE City of Oceanside

THE PROJECT PERFORMANCE PERIOD is from July 01, 2001 thru June 30, 2009

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 Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act. and 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 AND/OR DEVELOPMENT OF HIGH PRIORITY PROJECTS THAT SATISFY THE MOST URGENT PARK AND RECREATION NEEDS, WITH EMPHASIS ON UNMET NEEDS IN THE MOST HEAVILY POPULATED AND MOST ECONOMICALLY DISADVANTAGED AREAS WITHIN EACH JURISDICTION.

Total State Grant Amount not to exceed $468,191.00 (or 70 percent of all Project costs)

City of Oceanside
Grantee

By _____
(Signature of Authorized Representative)

Title City Manager

Date 11-30-01

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 Donna Arteaga

Date 12-18-01

I hereby certify that the Grantee has met, or will meet, all federal, state and local environmental, public health, relocation, affirmative action,and clearinghouse requirements and all other appropriate codes, laws and regulations prior to the expenditure of grant funds. (Public Resources Code 5626(d)

Signed _____ 12/10/01
(Signed - Legal Counsel for Grantee) Date

CERTIFICATION OF FUNDING (For State Use Only)

CONTRACT NUMBER	FUND			
C2009254	Bond Act of 2000			
VENDOR NUMBER	AMOUNT OF THIS ESTIMATE	APPROPRIATION		
400000001500	$468,191.00			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTE	FISCAL YEAR
$	3790-101-0005(1)(b)	106	2001	2001/02

T.B.A. NO.	B.R.. NO.	INDEX.	OBJ. EXPEND	PCA.	PROJECT / WORK PHASE.
		1091	702	64014	

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

SIGNATURE OF ACCOUNTING OFFICER _____ DATE. 12/27/2001

ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM ACT

Project Contract
Special Provisions

General Provisions

. Definitions

1. 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.
2. The term "Act" as used herein means the Appropriation for the Program.
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 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.

. 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 agrees to furnish at least thirty (30) percent of the total cost of the Project unless waived per the procedures stated in the current State Procedural Guide for the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act and 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 and local matching 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 Grantees' 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.

Project Costs

The Grant monies to be provided 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 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 State Grant Amount set forth of 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.

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 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 purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

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.

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.

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.

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 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.

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.

Application Incorporation

1. 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.

Severability

1. 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.

State of California • The Resources Agency
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001 Ruth Coleman, *Director*
916-653-7423

January 18, 2006

RECEIVED
JAN 23 2006
CITY MANAGER'S OFFICE

Steven Jepsen, City Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Dear Steven Jepsen,

Re: Project Name: River Park Development
Program: 2000 Bond Act
Project Number: 00-37-093
Requested Grant Amount: $1,458,000

This letter acknowledges receipt of your application for the above referenced project. The application is complete. You may proceed with the project. Based on the application you submitted, the following is a description of the expected results from this grant:

> Development of the River Park to include soccer fields, playground structures and support infrastructure including parking, snack bars, maintenance sheds and picnic areas.

Please let me know if this does not agree with your understanding of the project. Please remember that you must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

Refer to your procedural guide for grant process information.

If you have any questions, please contact me at (916) 651-8584 or email me at bbost@parks.ca.gov.

Sincerely,

Bonnie Morse West

Bonnie Morse West
Project Officer

State of California • The Resources Agency
Arnold Schwarzenegger, *Governor*
DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001 Ruth Coleman, *Director*
916-653-7423

January 30, 2006

Michelle Lawrence
Interim Parks & Recreation Director
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Dear Michelle Lawrence,

Re: Project Name: Buddy Todd Park Reservoir Re-Use Project
Program: 2000 Bond Act
Project Number: RZ-37-071
Requested Grant Amount: $468,191

This letter acknowledges receipt of your application for the above referenced project. The application is complete. You may proceed with the project. Based on the application you submitted, the following is a description of the expected results from this grant:

> A development project in the city of Oceanside that will convert approx. 2.5 acre water reservoir (Phase I) into passive landscaped park area, to include new irrigation, picnic areas and a new centralized parking lot.

Please let me know if this does not agree with your understanding of the project. Please remember that you must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

In addition, your request for waiving the 10% private match requirement has been approved.

Please refer to your procedural guide for grant process information.

If you have any questions, please contact me at (916) 651-8584 or email me at bbost@parks.ca.gov.

Sincerely,

Bill Boston
Project Officer