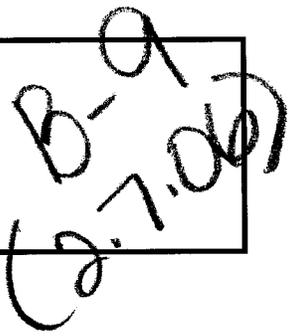


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT General Services		(2) MEETING DATE February 7, 2006	(3) CONTACT/PHONE Duane Leib (805) 781-5200		pj
(4) SUBJECT Execution of Joint Use Agreement with Cambria Community Services District for the development of a community park on the East Ranch.					
(5) SUMMARY OF REQUEST In January, 2000, your Board approved a contribution from the Parks Public Facilities Fee (PFF) program toward the purchase of the East West Ranch by the Cambria Community Services District (CCSD). The contribution was conditioned on the eventual development of a community park by CCSD on the East portion of the property. Staff is now recommending an additional contribution of \$225,000 from Parks PFF toward the planning, environmental review and development of the community park on the East Ranch.					
(6) RECOMMENDED ACTION Approve execution of Joint Use Agreement with Cambria Community Services District for development of a community park on the East Ranch and direct Chair to sign.					
(7) FUNDING SOURCE(S) Parks Public Facility Fees		(8) CURRENT YEAR COST \$225,000	(9) ANNUAL COST N/A	(10) BUDGETED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO	
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Cambria Community Services District, County Parks and Recreation Commission, County Counsel					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

(19) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: center; font-size: 2em; font-family: cursive;">  </div>	<div style="font-size: 2em; font-family: cursive;">  </div>
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COUNTY OF SAN LUIS OBISPO

Department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS

**FROM: *D. Leib*
DUANE P. LEIB, GENERAL SERVICES DIRECTOR**

DATE: FEBRUARY 7, 2006

SUBJECT: EXECUTION OF JOINT USE AGREEMENT WITH CAMBRIA COMMUNITY SERVICES DISTRICT FOR THE DEVELOPMENT OF A COMMUNITY PARK ON THE EAST RANCH

RECOMMENDATION

Approve execution of Joint Use Agreement with Cambria Community Services District for development of a community park on the East Ranch and direct Chair to sign.

DISCUSSION

In January, 2000, your Board approved a contribution of \$500,000 from the Parks Public Facilities Fee (PFF) program toward the purchase of the East West Ranch by the Cambria Community Services District (CCSD). The contribution was conditioned on the eventual development of a community park by CCSD on the East portion of the property.

CCSD is now proceeding with the environmental review, planning and development of the East Ranch community park. Because CCSD has designated this community park as the community's highest recreational priority, County Parks staff and the Parks Commission support a contribution from Parks PFF to assist the District in the implementation of their park plan.

Such a contribution toward park development has been contemplated since the initial partnership to acquire the property. Further, the proposed funding has been generated by development fees pay in the north coast area making the funding proposal consistent with Board goals for use of Parks PFF. Partnering with CCSD in the development of this park site also helps to meet community recreational needs without further burdening County Parks' ongoing maintenance budget.

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Staff now recommends ~~if~~ your Board approve the attached Joint Use Agreement with CCSD to facilitate the funding contribution in a manner consistent with the Parks Public Facilities Fee program.

OTHER AGENCY INVOLVEMENT

The County Parks and Recreation Commission endorsed this project; County Counsel has approved the agreement as to form; the Cambria Community Services District Board has approved the agreement.

FINANCIAL CONSIDERATIONS

The \$225,000 contribution in Parks Public Facilities Fees toward the planning and development of the East Ranch community park has no direct impact on the County General Fund nor the Parks operating budget.

RESULTS

To facilitate the cooperative development of a recreational facility serving the residents of Cambria and the County north coast area.

Attachment:

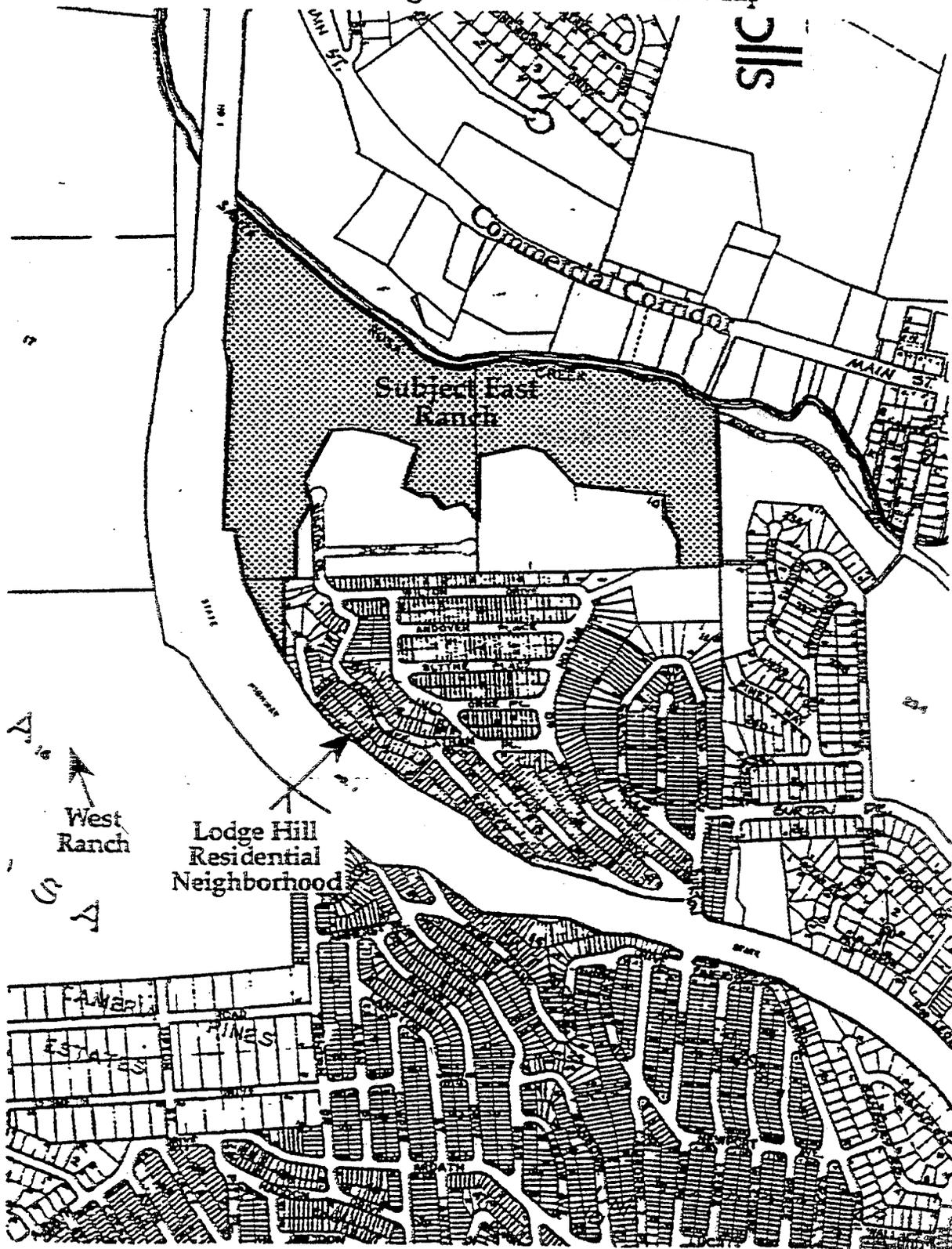
- ▶ Joint Use Agreement

f:\bos\020706\East Ranch Park JUA

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EXHIBIT A

East Ranch Neighborhood Overview Map



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**JOINT USE AGREEMENT
BETWEEN THE CAMBRIA COMMUNITY SERVICES DISTRICT
AND THE COUNTY OF SAN LUIS OBISPO
FOR JOINT IMPROVEMENT OF PUBLIC PARKS, RECREATION,
AND OPEN SPACE FACILITIES IN CAMBRIA**

This Agreement is made this 21st day of November 2005, between the CAMBRIA COMMUNITY SERVICES DISTRICT ("DISTRICT"), a Special District located in the County of San Luis Obispo, and the COUNTY OF SAN LUIS OBISPO ("COUNTY"), a public entity in the state of California.

Section I - Purpose

1.1 The DISTRICT owns, maintains and operates parks, recreation and open space facilities in Cambria for community and visitor uses. The DISTRICT's Board of Directors and Parks, Recreation and Open Space Commission (PROS) have established that additional parks, recreation and open space facilities are required in the community of Cambria. This includes the development of a Master Development Plan and an Environmental Impact Report on the East Ranch portion of the East West Ranch to meet COUNTY land use requirements and to facilitate development of a proposed community park on the East Ranch property as well as providing funding for East Ranch community park development as determined by the DISTRICT and PROS.

1.2 The COUNTY has established a need for additional parks, recreation and open space facilities within the community of Cambria and desires to make accommodations for such needs.

1.3 The DISTRICT and COUNTY believe a joint effort to finance proposed parks, recreation and open space facilities rather than to provide separate and less appropriate facilities would be in the best interests of both entities and the community as a whole.

1.4 The DISTRICT and COUNTY, its residents and visitors, will receive the benefit of increased parks, recreation, and open space facilities for children and adults at considerable savings and viability than if the COUNTY or DISTRICT were to undertake such a project at its own expense.

Section II - Authority and Method of Exercise

2.1 The DISTRICT and COUNTY are authorized under the authority of the California Government Code, Section 6500 et. seq, jointly to provide any services for which each might individually be responsible. Under such authority, the parties to this Agreement may designate any one of the parties as the agency to administer the program and to exercise such power or powers as may therein be specified. The parties agree that the DISTRICT shall be the administrator of this Agreement as discussed below.

2.2 The COUNTY is authorized under Board of Supervisors Resolution No. 91-536, dated October 15, 1991, to collect and use Public Facility Fees for the acquisition and construction of recreational facilities that serve the neighborhood and community needs of the unincorporated areas of the COUNTY.

2.3 The COUNTY will contribute a total capital outlay of Public Facility Fees not to exceed \$225,000 toward the projects specified above in 1.1 to be developed by the Cambria Community Services

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District. Following adoption of this agreement, funds will be electronically transferred by the COUNTY to an account specified by the DISTRICT within 30 days of receipt of invoice from DISTRICT.

2.4 The DISTRICT will be responsible for all environmental permitting, bids, contracting, and legal compliance. The DISTRICT will be responsible for all contract payments to the chosen contractors, and will have sole responsibility for and authority over the manner in which the studies and development are completed.

Section III - Manner of Operation

3.1 The DISTRICT shall make available to the general public for community recreational purposes all parks, recreation and open space facilities on the East Ranch where the DISTRICT proposes to develop amenities. Such facilities will be made available to the public for its lawful use at any time providing the public's use does not violate any federal or state laws, and the use is consistent with all other terms of this Agreement.

3.2 The DISTRICT agrees to defend, indemnify and hold harmless the COUNTY and its officers, agents and employees from and against any and all claims, demand, costs, expenses, judgments, causes of action and liability which may be incurred by reason of injury to person or property due to any dangerous or defective condition or alteration on the East Ranch where the DISTRICT develops parks, recreation and open space amenities; and the COUNTY agrees to defend, indemnify and hold harmless the DISTRICT and its officers, agents and employees from and against any and all claims, demand, costs, expenses, judgments, causes of action and liability which may be incurred by reason of injury to person or property arising by reason of dangerous or defective conditions or alteration where such condition was caused or allowed to exist or continue by reason, fault, or action by or on behalf of the COUNTY.

3.3 The parties agree that the General Manager for the DISTRICT shall be the designated official who shall be responsible for maintaining and accounting for all funds contributed by the COUNTY for the costs of planning and developing the community park site. An accounting of how the COUNTY contributed expended funds shall be provided by the DISTRICT to the COUNTY within six months of final expenditure of COUNTY funds but not later than November 20, 2010.

Section IV - Miscellaneous

4.1 The term of this Agreement shall be for a five-year period beginning on November 21, 2005 and terminating on November 20, 2010.

4.2 Neither party to this Agreement shall assign or transfer this Agreement or any interest therein without the prior written consent of the other party.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

COUNTY OF SAN LUIS OBISPO

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Chair, Board of Supervisors

By: Tammy A. Rudock
Tammy A. Rudock
General Manager

Approved by the Board of Supervisors this _____ day of _____, 2005.

By: Arther R. Montandon
Arther R. Montandon
District Legal Counsel

ATTEST:

ATTEST:

Clerk of the Board of Supervisors

Kathy Choate
District Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Rita Neal
Deputy County Counsel

Date: 1/12/06

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