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SAN MATEO COUNTY
Environmental Services Agency

Date: July 30, 2001
Hearing Date: August 7, 2001

TO: The Honorable Board of Supervisors

FROM: Marica Raines, Director Environmental Services Agency MR

SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE FILING FOR LOCAL ASSISTANCE FUNDS FROM THE PER CAPITA GRANT PROGRAM AND THE ROBERTI-Z'BERG-HARRIS URBAN OPEN-SPACE AND RECREATION PROGRAM OF THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR AND COASTAL PROTECTION BOND ACT OF 2000 (PROPOSITION 12)

RECOMMENDATION

1. Adopt a resolution authorizing the filing for local assistance funds from the Per Capita Grant Program (Per Capita) and the Roberti-Z'berg-Harris Urban Open-Space and Recreation Program (RZH) of the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12).
2. Appoint the Director of Environmental Services Agency as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and other documents that may be necessary for the completion of Project(s).

BACKGROUND

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 was approved by voters in March 2000. The Bond Act of 2000, commonly referred to as Proposition 12, is intended to revive state stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection, coastal beaches and scenic areas. The Per Capita Program and the RZH Urban Open-Space and Recreation Program are two of several programs authorized by the Bond Act of 2000. In accord with the program criteria generally described below, these funds may be used at the discretion of the County.

Per Capita Grant Program

The Per Capita Grant Program is intended to meet the urgent need for safe, open and accessible local park and recreational facilities for increased recreational opportunities that provide positive alternatives to social problems.

Proposition 12 provides that the funds allocated for the Per Capita Grant Program be used for projects that accomplish the following:

- A. Rehabilitate facilities at existing local parks that will provide for more efficient management and reduced operational costs. This may include grants to local agencies for the renovation of recreational facilities conveyed to local agencies resulting from the downsizing and decommissioning of federal military installations.
- B. Develop facilities that promote positive alternatives for youth and that promote cooperation between local park and recreation service providers and youth-serving nonprofit organizations.
- C. Promote family oriented recreation, including art activities.
- D. Provide for open, safe, and accessible local park lands, facilities, and botanical gardens.

Eligible projects include acquisition, development, improvement, rehabilitation, restoration, enhancement, and interpretation of local park and recreation lands and facilities, including renovation of recreation facilities conveyed to local agencies resulting from the downsizing or decommissioning of federal military installations.

Roberti-Z'berg-Harris (RZH) Urban Open-Space and Recreation Program

Funds from the RZH Urban Open-Space and Recreation Program Act (RZH) are to be used for high priority projects that satisfy the most urgent park and recreation needs, with emphasis on unmet needs in the most heavily populated and economically disadvantaged areas within each jurisdiction. The funds should supplement, rather than supplant, local expenditures for park and recreation facilities, and should not diminish a local jurisdiction's efforts to provide park and recreation services.

Eligible projects for RZH funding include acquisition of park and recreation lands and facilities; development and rehabilitation of park and recreation lands and facilities; special, major-maintenance projects; and innovative recreation programs.

DISCUSSION

The County's allocation for Per Capita and RZH funds was determined on a per capita basis using the California Department of Finance January 2000 projections for San Mateo County, less the estimated population for County lands encompassed by the Midpeninsula Regional Open Space District (MROSD). The exact population for lands encompassed by MROSD could not be determined easily. As a result, MROSD and County Parks staff each proposed estimated populations. MROSD and County Parks staff agreed to recommend allocation of the difference between the estimated populations to the acquisition of Driscoll Ranch area properties. Acquisition of this area would benefit both MROSD and County Parks. MROSD would operate and maintain the property while County Park visitors would enjoy connections outside of the parks system. Based on the negotiated understanding, San Mateo County would formally allocate the difference with the understanding that it would be forwarded to MROSD for the Driscoll Ranch project.

The County's allocation (including the funds to be forwarded to MROSD) for Per Capita and RZH are as follows:

<u>County Allocation</u>	<u>Amount</u>
Per Capita Allocation	\$1,955,000
Roberti-Z'berg-Harris Block Grant Allocation	\$854,305

Considering both the program eligibility criteria and the needs of County Parks, staff has identified a series of projects for potential funding through the Per Capita and RZH programs. In developing the series of projects, staff evaluated system-wide needs including major maintenance and special projects, outstanding capital projects identified for potential funding for fiscal year 2001-2002, and other projects not listed in the Capital Projects List FY 01-02. The identified projects, if funded, would meet critical or outstanding needs of the park's system. Staff also attempted to provide an even geographic distribution of program dollars. This series of projects have been compiled into the San Mateo County Proposition 12 Project List. It is the intention of the County Parks staff to use the List as the basis for San Mateo County's Prop 12 projects.

County Parks staff will continue to seek alternative grant sources to leverage the County's Prop 12 allocations. It is possible for listed projects to be funded partially or completely through alternative funds. County Parks staff has listed 3 projects that are eligible for Prop 12 funding but are not currently assigned to either the Per Capita or RZH program. Should projects on the list be funded through alternative funds, the "extra" 3 projects will be funded through the County's Prop 12 funds. Should there be additional funds remaining from the County's Prop 12 allocations or should there be any additions to the project list, County Parks staff will reappear before the Parks and Recreation Commission and the Board of Supervisors.

As noted above, County Parks staff has included, as part of the San Mateo County Proposition 12 Project List, a project not located within the County Parks system. This project, a cooperative effort between the MROSD and County parks, would acquire property in and around Driscoll Ranch. The County's contribution to this project was part of a negotiated understanding between MROSD and County Parks in resolving the population distribution formula in determining the Per Capita and RZH program funds. As part of the development of the Driscoll Ranch area property, adjacent County parklands Sam McDonald and Pescadero Park would be benefited by aggregation of recreational sites and trail system in the La Honda area.

FISCAL IMPACT

Projects funded by the Per Capita grant program do not require a local match. However, County Parks staff will continue to make application for alternative grant funds in an effort to leverage the Per Capita grant dollars. As a result, projects funded by the Per Capita grant program will not have an effect on the Parks and Recreation Division's budget. Existing staff resources will be spent to manage projects funded by the Per Capita grant program.

Projects funded by the RZH program must have a minimum local match of 3/7th of the total grant amount. One-third of the local match (1/7th of the total grant amount) must come from private, federal or non-state sources, unless waived. Most projects identified by County Parks staff have existing or potential local match funds. County Parks staff will not make application for RZH

funds until the subject project has the local match support.

REVIEW BY OTHERS:

The San Mateo County Park and Recreation Commission recommends that the Board of Supervisors approve a resolution authorizing subsequent grant application submissions for the Per Capita Grant Program and the Roberti-Z'berg-Harris Urban Open-Space and Recreation Program of the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12) and approve the required resolution.

Midpeninsula Regional Open Space District staff recommends the “joint” project at Driscoll Ranch.

The County Counsel’s Office has reviewed the resolution and finds it in order.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM AND THE PER CAPITA GRANT PROGRAM UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND COASTAL PROTECTION BOND ACT OF 2000

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that;

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the above programs;

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant program, setting up necessary procedures;

WHEREAS, said procedures established by the California Department of Parks and Recreation require the governing body to certify by resolution the approval of the Grantee to apply for the Roberti-Z'Berg-Harris allocation and the Per Capita allocation;

WHEREAS, the Grantee will enter into Contracts with the State of California for subject Project(s);

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the San Mateo County Board of Supervisors by adoption of this resolution hereby approves the filing for local assistance funds from the Roberti-Z'Berg-Harris Urban Open Space and Recreation Program and the Per Capita Grant Program under the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000; and certifies that the Grantee has or will have sufficient funds to operate and maintain the Project(s); and certifies that the Grantee has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and certifies that the Grantee has or will have available, prior to commencement of any work on the Project(s) for Roberti-Z'Berg-Harris Project(s), included in this Application, the required Match; and certifies that the Project(s) included in this Application conform to the recreation element of any applicable city or county general plan;

IT IS FURTHER ORDERED, that the San Mateo County Board of Supervisors by adoption of this resolution hereby appoints the Director of Environmental Services Agency as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and other documents that may be necessary for the completion of Project(s).

San Mateo County Prop 12 Project List

Proposed Projects for Per Capita Funding

In no particular order

Project Name	Project Description	Prop 12 Funding	Other Potential Funding Sources		Total Cost
			Desc.		Amount
Cooperative Project with MROSD	Driscoll Ranch—County Share ONLY for Per Capita funds. This project is a joint effort with MROSD as part of the agreement between MROSD and County Parks for receipt of RZH and Per Capita Funds.	80,320	MROSD	To be determined	To be determined
Coast Side Projects	Individual projects and allocation of funds to be determined by County Parks, which is currently undertaking a Mid-Coast Recreational Needs Assessment.	500,000			500,000
Edgewood Park—Sunset Trailhead Project	The neighborhood adjacent to the Sunset gate has changed considerably over the years from a more rural to suburban character. As a result, County Parks would like to bring this gate more into character with the neighborhood. Several issues at the Sunset gate must be considered including: restricting after-hours entry to the park, equestrian access, and maintaining emergency vehicle, County and PG&E access.	32,000			32,000
Fitzgerald Restroom Rehabilitation Project	Rehabilitate the existing restroom facility at Fitzgerald Park and Marine Reserve to include ADA accessibility elements. The project will also include re-plumbing the facility to accommodate children.	15,000			15,000
Junipero Serra Park Playground	Safe playground facilities are essential to children's development. Playgrounds offer opportunities for children to play with others, keep fit and healthy, and develop crucial social and motor skills. Playgrounds also assist in establishing a sense of place for a community by offering a place to create social networks for all ages. Historically, there were two playground facilities located at Junipero Serra Park. The upper facility at the Meadow View area was completely removed in late 1999. The second playground facility in the DeAnza has received	332,680			332,680

The San Mateo County Prop 12 Project List

	<p>funding to retrofit in order to meet current playground safety and ADA standards. This proposes the design and installation of a new playground facility located in the Meadow View area.</p> <p>This funding may be leveraged by the grant funding opportunity for Playground Accessibility, a program of the California Integrated Waste Management Board. This project has a twelve to eighteen-month timeline.</p>				
Magic Mountain Playground Enhancement	<p>Replace the old Magic Mountain playground equipment, which was removed due to safety concerns. Design and engineer playground equipment, prepare site and construct and install playground equipment. The new playground equipment will comply with current ADA and safety standards. This project will also include a strong public participation component to solicit input and feedback on the design of the equipment.</p>	500,000	<p>Member Request (tent.)</p> <p>Land and Water Conservation Fund—Reimb (tent.)</p>	180,000	700,000
Memorial Park Campground Enhancement Project (Phase I)	<p>Replace three of the current 13 restroom facilities that need to be replaced. These restroom facilities were constructed in 1938 and do not meet current sanitary or building codes and are not ADA compliant. All thirteen facilities need replacement. Modular restroom/shower facility @\$151,000 each</p>	453,000			453,000
San Bruno Mountain Roof Replacement	<p>This is the only public restroom serving all of San Bruno Mountain's 2,500 acres and 100,000 annual visitors. With such a large geographic area and large numbers of visitors, San Bruno Mountain visitors rely heavily upon this sole restroom facility. While well maintained by park staff, the restroom has been damaged by over-hanging eucalyptus branches that drop debris on the roof of the restroom. This damage has caused leaks and subsequent dry rot. Without significant repairs, this facility will become dangerous and need to be closed.</p> <p>While many people consider restroom facilities to be merely a park amenity, park staff believes the presence of</p>	42,000			42,000

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	a restroom actually protects the park's environment. Without this restroom facility, park visitors could be forced to walk off designated trails to do what comes naturally. Walking off designated trails degrades the sensitive habitat and the subsequent activity could damage the water quality of Colma Creek watershed and other drainages throughout the park.				
SUBTOTAL	PER CAPITA	1,955,000			
TOTAL	AMOUNT GRANTED TO COUNTY	1,955,000			

The San Mateo County Prop 12 Project List
Proposed Projects for Roberti-Z'Berg-Harris Block Grant
In no particular order

Project Name	Project Description	Prop 12 Funding	Other Potential Funding Sources		Total Cost
			Desc.		Amount
Cooperative Project with MROSD	Driscoll Ranch—County Share ONLY for Roberti-Z'Berg-Harris. This project is a joint effort with MROSD as part of the agreement between MROSD and County Parks for receipt of RZH and Per Capita Funds.	35,045	MROSD	To be determined	To be determined
Crystal Springs Trail Ranger Station	This proposes to install a 12' by 32' modular office within a fenced security compound at Mile 5.9 (north gate of Sawyer Camp Trail) along the Crystal Springs Trail. This project will provide an office facility for staff, a dressing room, and visitor information. Presently, the rangers assigned to the Crystal Springs Trail Facility commute to an office located at Junipero Serra Park. The addition of this facility would: <ul style="list-style-type: none"> • increase the amount of time staff is in the park • reduce the amount of time spent commuting • reduce annual vehicle mileage • provide a place for visitor information 	33,500	San Mateo County Parks Foundation	16,500	50,000
Crystal Springs Trail Water Supply Project	While visitors are generally satisfied with the trail, road conditions and the lack of on-site drinking water are recurring complaints about this popular location. The proximity of Sawyer Camp Trail to urban populations and the fact that the trail is paved cause many visitors to assume the trail has facilities providing drinking water. Unfortunately, the Trail is not adjacent to any viable, potable water sources. The nearest water source is approximately 1,000 feet away. San Mateo County Park proposes connecting to existing water service East of I 280 and protect sensitive wildlife habitat by boring the pipe through segments of the project.	99,509	County San Mateo County Parks Foundation	40,246 40,245	180,000

<p>Environmental Education Program</p>	<p>A comprehensive environmental education program is a desired facet of a parks and recreation system. Environmental education is an approach to teaching and learning that assists the members of our community in developing knowledge, skills and values essential to effective environmental stewardship. Environmental education is a process fostering the following:</p> <ul style="list-style-type: none"> • Environmental awareness • Environmental appreciation gained through knowledge • Sense of environmental stewardship and responsibility • Necessary skills for problem solving and participation <p>A comprehensive environmental education program should address all grade levels, beginning with pre-school, through high school and beyond to become a life-long process for every citizen. This continuing education is critical to the development of a sense of stewardship toward their environment and a commitment to the future.</p> <p>San Mateo County Park and Recreation Division proposes to develop the specific details of a Comprehensive Environmental Education Program. This specifically proposes the following tasks:</p> <ul style="list-style-type: none"> • Inventory important natural, historical and cultural resources within our park system • Inventory existing environmental education resources already developed by such organizations such as the Friends of Huddart/Wunderlich, Friends of Fitzgerald Marine Reserve, Friends of Edgewood, Coyote Point Museum, Environmental Volunteers, etc. • Establish a resource library and link materials to the 	<p>100,000</p>	<p>San Mateo County Parks Foundation</p>	<p>175,000</p>	<p>275,000</p>
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The San Mateo County Prop 12 Project List

	<p>California Science Framework appropriate to each grade level</p> <ul style="list-style-type: none"> • Develop specific materials relating to each park • Provide avenues for the dissemination of educational materials including the internet <p>The deliverables from this program can also be applied to the content of future interpretive centers and programs.</p>				
Flood Park ADA Improvement Project	General accessibility components including restroom replacements, parking lot access, pathways and path of travel improvements and drinking fountain accessibility.	175,000	County of San Mateo	175,000	175,000
Sanchez Adobe Roof and Partial Seismic Strengthening	<p>In the current year's budget the County appropriated \$40,000 for repair of the Sanchez Adobe Roof. Because the Adobe is a designated state landmark, the State Historic Preservation Officer must approve renovations. Parks hired a recognized preservation architect to assist with an appropriate approach to the project. During the course of the analysis the architect found evidence of severe dry rot in the support beams. He also pointed out that the building is an area of public assembly (with over 4,000 school children visiting annually). He recommended a range of options:</p> <p>Replace roof only: \$121,500 to \$141,500 New roof plus full seismic strengthening: \$260,250 to \$280,250 New roof plus partial seismic strengthening: \$174,000 to 204,000</p> <p>This project will fund the roof replacement and full seismic strengthening.</p>	196,175	County San Mateo County Parks Foundation	40,000 44,075	280,250
Vegetation Management Program	The first phase of the Vegetation Management Plan was funded by the Parks and Recreation Foundation in the amount of \$50,000 and is currently underway. The first phase of the Vegetation Management Plan consisted of	113,576	San Mateo County Parks Foundation	100,000 (tentative)	213,576

	<p>the following tasks: data acquisition; inventory/mapping of vegetation communities and habitats; vegetation assessment; vegetation management issues identification; plant communities definition</p> <p>It is estimated that the first phase will be completed in October 2001. On Vegetation Management Plan completion, the Division will possess a complete inventory and assessment and Best Management Practices to better manage existing vegetation resources.</p> <p>It is anticipated the second phase could begin October, 2001 and is estimated to be completed by May, 2002. The second phase will consist of the following tasks: establish vegetation management plan objectives, policies and actions; develop applicable Best Management Practices; identify potential pilot projects and unit cost formulas, collaborative projects and community involvement opportunities; integrate existing successful programs; build a collaborative relationship with regional agencies, professionals and community supporter for development of a plan; conduct meetings with project team; prepare draft plans; create final Vegetation Management Plan</p> <p>An environmental review and the implementation phase will begin after Phase II is completed.</p>				
<p>West Union Creek Bridge</p>	<p>Remove the existing bridge structure, which cannot accommodate equestrians and replace it with a free-spanning bridge. The project will also include directional and interpretive signs and fencing.</p>	<p>101,500</p>	<p>TBD</p>	<p>43,500</p>	<p>145,000</p>
<p>SUBTOTAL</p>	<p>ROBERTI-Z'BERG-HARRIS BLOCK GRANT</p>	<p>854,305</p>			
	<p>AMOUNT GRANTED TO COUNTY</p>	<p>854,305</p>			

The San Mateo County Prop 12 Project List

"Extra" Projects
In no particular order

Fitzgerald Marine Reserve Master Plan Implementation	Make improvements in accord with the master plan as conceptually approved by the Board of Supervisors. Implementation Phase I (the top priority for implementation) includes Visitor Management Program Actions and Resource Management Program Actions.				100,000
Resurfacing of Old Guadalupe Trail	<p>This project is the second (of two phases) to repave Old Guadalupe multi-use Trail, which receives visitors who inline skate, scoot, bike, jog and walk along this short .8 mile paved segment of trail in the Saddle Area of San Bruno Mountain State and County Park. The trail is located in the State Park-owned segment of San Bruno Mountain. While San Mateo County Parks has maintained the trail, it has suffered normal degradation over the years and receives new uses such as in-line skating and scooters that require a more even pavement. This normal degradation of the roadway has resulted in a rough surface making passage by wheelchairs, scooters, in-line skates and other wheeled vehicles difficult.</p> <p>The project will include preparatory repairs on the existing surface, laying new asphalt, and grading the side of the roadway to improve public safety by reducing the height difference between the new roadway level and the adjacent ground.</p>				40,000
San Pedro Valley Visitor Center Improvement Project	This project would make basic improvements to Visitor Center deficiencies as well as evaluate the existing structure, its use and needed upgrades to meet the changing needs of the community. Basic improvements would include the floor and entrance way interior.				100,000
Wunderlich Service and Entry Road Repaving	Repave the Wunderlich Service and Entry Roads				40,000

Grant Contract

Special Provisions

General Provisions

A. Definitions

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

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. 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. 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. 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, 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. 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 of the Resources Agency, 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. Grantee shall maintain and operate the property funded pursuant to this chapter 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 Department, 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. 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 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 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. When Acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition when an escrow is opened.
2. If the Project includes Development, the State may disburse to 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 amount.

- b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Grant amount, or the actual cost, whichever is less.
- c. 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. Grantee shall promptly submit written Project reports as the State may request. In any event, Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. 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. 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. 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 Grantee and 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. Grantee and 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. 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 State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend 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 State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and 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. 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. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. 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. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized 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. 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. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. 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.

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.