

Pursuant to Governor Newsom's Executive Order N-29-20, members of the PROS Commission and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Deputy District Clerk at boardcomment@cambridgesd.org.



Parks, Recreation and Open Space Commission (PROS)

REGULAR MEETING
Tuesday, September 1, 2020 - 10:00 AM

AGENDA

Please click the link below to join the webinar:

<https://zoom.us/j/98312531120?pwd=cWVoNXNJdVhKWGIxQ29yODE0dUV4QT09>

Passcode: 175231

Or iPhone one-tap:

US: +16699006833, 98312531120# or +12532158782, 98312531120#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 929
205 6099 or +1 301 715 8592

Webinar ID: 983 1253 1120

International numbers available: <https://zoom.us/u/aedG2Xeauw>

1. OPENING

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. CHAIR REPORT

2. EX - OFFICIO REPORTS

- A. Friends of the Fiscalini Ranch Report

3. PUBLIC COMMENT NOT ON THE AGENDA

Members of the public may now address the Commission on any item of interest within the jurisdiction of the Commission but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Commission cannot discuss or act on items not on the agenda.

Each speaker has up to three minutes.

4. FACILITIES AND RESOURCES SUPERVISOR

5. CONSENT AGENDA (Estimated time: 15 Minutes)

- A. Consideration to Approve the Minutes from the Regular Meeting Held on August 4, 2020

6. REGULAR BUSINESS

- A. Discussion Regarding the San Luis Obispo County Beautification and Infrastructure Grant (BIG)
- B. Discussion and Consideration of Recommendation of Preferred Cambria Skate Park Location to the Board of Directors
- C. Discussion and Consideration to Appoint an Ad Hoc Committee to Prepare a List of Parks, Recreation and Open Space Projects, Priorities and Costs

7. FUTURE AGENDA ITEMS

8. ADJOURN

**Parks, Recreation and Open Space Commission
(PROS)**

REGULAR MEETING
Tuesday, August 4, 2020 - 10:00 AM

MINUTES

1. OPENING

A. CALL TO ORDER

Chair Kniffen called the meeting to order at 10:00 a.m.

B. ESTABLISH QUORUM

A quorum was established.

Commissioners present via Zoom – Commissioners Atencio, Kniffen, Johansson, Cooper, Renshaw, Bahringer. Commissioner Lord was absent.

Staff present via Zoom: General Manager John F. Weigold IV, Facilities & and Deputy District Clerk Haley Dodson. Resources Supervisor Carlos Mendoza was absent.

C. CHAIR REPORT: None

2. EX - OFFICIO REPORTS

- A. Friends of the Fiscalini Ranch Report given by Kitty Connolly was as follows: 1. We received the County Beautification and Infrastructure Grant which involves planting trees around the dog park for shade and aesthetics. 2. There will be work on the Wallbridge Trail and the bridge that was taken down for safety reasons. A new low bridge will be installed. 3. There is concern over an electric Motorcycle which is riding the trails on the Ranch. We are trying to discourage him. 4. Bells are being considered for Bicycle riders so they do not scare hikers when they come up behind them on the Ranch. They would be picked up and returned to bell boxes at the start and finish of the trails. 5. July 18, 2020 was a successful watering day for the newly planted pine trees on and below the Ridge trail. 30 volunteers participated in this effort. 6. It was suggested by a PROS member that FFRP sell the bells at their store. Kitty said that was a wonderful idea. 7. It was also suggested that trail maps and brochures be displayed at the Dog Park as many out of town people use that facility. This will be taken care of as FFRP has an extra box that can be used for brochures. 8. A public comment was made by Michael Calderwood that pertained to the Ranch. He suggested that the placement of the signs on the Bluff Trail, about no Bikes allowed, was too low for people to see on bikes. He suggested that the signs be placed a little higher and on a slant. 9. Kitty also said that we are consolidating our signs for readability, but we haven't gotten to the Bluff Trail yet.

3. PUBLIC COMMENT NOT ON THE AGENDA

Public Comment: None

4. **FACILITIES AND RESOURCES SUPERVISOR:** John Weigold gave the facilities report as Carlos was absent. CCSD has received from Prop 68 a grant for 177,000. This is wonderful news. CCSD will be able to file for individual projects: eg. East Ranch bathroom, Skate Park etc. The grant will pay for 25% of the design costs. It requires matching funds of 35,000 or in kind contributions. On August 13, the CCSD board will be considering how to guide PROS in the availability of this money and potential projects it might consider. It will lay down some suggestions or policies for PROS to follow. All projects need to be finished by December 2024.

5. CONSENT AGENDA (Estimated time: 15 Minutes)

- A. Consideration to Approve the Minutes from the Regular Meeting held on July 7, 2020

Commissioner Johansson moved to approve the July 7, 2020 meeting minutes.

Commissioner Atencio seconded the motion.

All approved.

6. REGULAR BUSINESS

- A. Discussion Regarding the Camelia Skate Park: A follow up discussion was then held on the Skate Park. The committee for the skate park is hard at work gathering signatures and money. A discussion was then held on the fact that our kids do not have enough to do in this town and are overlooked. However, another issue was also presented that they need to be more responsible for their own recreation. No decision was made except that the skate Park will move forward.
- B. Discussion Regarding the San Luis Obispo County Beautification and Infrastructure Grant (BIG): A discussion was held about the Beautification grant that PRFOS got for 20,000. Commissioner Johansson is going to pull the best ideas from the bathroom pre-fab kits we received, to give to Monty and Civil Design Studio to start this project on its way to the County for permits etc. Kermit will bring them to the next meeting and then some decisions can be made so we can start Civil Design on its way.

7. **FUTURE AGENDA ITEMS:** Another project to be considered once the bathroom is in place is the construction of an active recreation track. The track would provide for circuit walking with workout stations in a natural setting. Plans for a playing field would follow.

8. **ADJOURN:** Chair Commissioner Kniffen adjourned the meeting at 11:15 a.m



COUNTY OF SAN LUIS OBISPO
ADMINISTRATIVE OFFICE
Wade Horton, *County Administrator*

July 17, 2020

Cambria Community Services District
Parks, Recreation, and Open Space Committee
Stephen Kniffen, Chairman
1316 Tamsen Dr.
Cambria, CA 93428

RE: Beautification and Infrastructure Grant (BIG) Program

Dear Mr. Kniffen:

On July 7, 2020, your organization was approved for a Beautification and Infrastructure grant (BIG) by the County of San Luis Obispo Board of Supervisors. To receive grant funding, the enclosed agreement needs to be signed and returned to me at the address below:

County of San Luis Obispo
Administrative Office
c/o Courtney Pene
1055 Monterey Street, Ste. D430
San Luis Obispo, CA 93408

The following are some helpful tips:

- 1) Please provide TWO signatures in the "Applicant" signature block (see additional information attached), otherwise the agreement will be returned
- 2) Please only add your signatures and leave the date of the agreement blank as that section will be filled out upon execution.
- 3) To expedite funding disbursement, please return the original wet copy agreement by **August 17, 2020** to the County address above.

The enclosed agreement includes as the scope of work (Exhibit A) based on grant submittal. You will be required to submit a year-end report in September of 2021 in a format that will be sent out in the near future. If you have any questions, please call me at 805-788-2642.

With gratitude,

Courtney Pene
Administrative Analyst

County of San Luis Obispo Government Center

1055 Monterey St., Ste. D430 | San Luis Obispo, CA 93408 | (P) 805-781-5011 | (F) 805-781-5023
admin@co.slo.ca.us | slocounty.ca.gov

**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND CAMBRIA COMMUNITY SERVICES DISTRICT, PARKS, RECREATION, AND
OPEN SPACE COMMISSION**

THIS AGREEMENT made and entered into on _____, 2020 by and between County of San Luis Obispo (hereinafter referred to as the "County") and Cambria Community Services District, Parks, Recreation, and Open Space Commission (hereinafter referred to as the "Applicant").

WITNESSETH:

WHEREAS, Applicant has applied to County for a grant of County funds for the project detailed in the scope of work ("Exhibit "A") attached hereto; and

WHEREAS, the County funds that the project is eligible for a County grant of County funds as a local community project; and

WHEREAS, the Infrastructure/Beautification Grant Review Committee (Review Committee) reviewed the project as detailed in the scope of work (Exhibit "A") attached hereto; and

WHEREAS, the Board of Supervisors approved funding of the Applicant's **planning and preparation for restroom facilities on Fiscalini East Ranch Park** by approving the Review Committee's recommendation on July 7, 2020.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES**: The Applicant shall perform and complete the activities contained in the Scope of Work (Exhibit A) attached to this agreement.
2. **PURPOSE**: The Applicant agrees that the primary purpose of this grant is to provide funding for programs/programs that benefit the public by promoting the health and well-being of the community, encouraging behaviors and activities that focus on preventing disease, and enabling County residents to reach and maintain optimal health stability and independence.
3. **TERM OF AGREEMENT**: The term of this agreement shall be for 12 months, beginning **July 1, 2020 and ending June 30, 2021**. The agreement may be extended by 90 days if the Applicant and County agree in writing. The Board of Supervisors expressly grants to the County Administrator for County of San Luis Obispo the authority to extend the Agreement pursuant to this Section as long as the change does not

increase the maximum dollar amount of this Agreement or any other burden of the County under this Agreement.

4. **GRANT:** The County hereby agrees to transfer to Applicant, as a local community grant, **\$20,000** to complete all tasks and activities contained in Exhibit A. Program/project funding shall not be used to supplant existing operations not related to the project but must be used to support the project as proposed in Exhibit A.

Applicant understands and agrees that said grant is for the amount specified herein and the County has no obligation to award further, additional or ongoing grants beyond the term of this agreement.

5. **REPORTING:** The Applicant shall prepare and submit an annual report within sixty (60) days after the end of the grant period (see #3 - Term of Agreement), and should include the following: 1) final comparison of the approved project budget to actual expenditures, 2) actual project results reported in meaningful, measurable terms, and 3) this report shall be signed and dated by the project program manager. The Applicant shall provide at the County's request any other required or needed reports.

Should Applicant fail to expend the grant funds in the project as proposed in Exhibit A, County may, at its option, require Applicant to repay all or any portion of the funds not expended in the project or improperly expended.

6. **EQUIPMENT:** If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, the Applicant agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.
7. **ADMINISTRATIVE PROVISIONS:** Notwithstanding anything herein to the contrary, the Applicant is subject to the provisions of the applicable state and local laws and the Applicant's Articles of Incorporation and Bylaws.
8. **ACCOUNTING:** The Applicant shall comply with all applicable accounting regulations and standards.

9. AUDITS:

- A. The Applicant shall maintain such records and accounts pertaining to the project in accordance with general accounting practices. In addition, the Applicant shall maintain such records and accounts as may be required by the County. County may require Applicant, at its sole expense, to have its records and accounts audited annually by an accountant licensed by the State of California and approved in advance by said Auditor-Controller, and to present said audit to the County within thirty (30) days after the completion of the audit. County may make its own audit of Applicant's records and accounts at any time, if County so desires. Financial records should clearly demonstrate that the grant funds have been spent for the intended grant purpose within the scope of work (Exhibit A).
- B. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and Applicant hereby agrees that all such records and instruments are available to the County. All State and Federal tax returns of Applicant insofar as this Agreement is concerned shall also be made available to the County for accounting purposes if requested.

10. INDEMNIFICATION: To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Applicant's performance or attempted performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

11. INSURANCE: Applicant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Applicant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

A. Commercial General Liability Insurance Policy ("CGL")

Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with

limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Business Automobile Liability Policy ("BAL")

ISO Form Number CA 0001 covering, Code 1 (any auto), or if Applicant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation And Employers' Liability Insurance Policy ("WC/EL")

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Applicant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Applicant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Applicant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Applicant.

D. Professional Liability/Errors and Omissions

Insurance covering Applicant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Applicant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

E. Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be

covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Applicant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Applicant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Applicant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

F. Primary Coverage

For any claims related to this contract, the Applicant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Applicant's insurance and shall not contribute with it.

G. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

H. Failure to Maintain Insurance

Applicant's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Applicant, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Applicant resulting from said breach.

I. Waiver of Subrogation

Applicant hereby grants to County a waiver of any right to subrogation which any insurer of said Applicant may acquire against the County by virtue of the payment of any loss under such insurance. Applicant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

J. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Applicant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

K. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

L. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Applicant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

M. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Verification of Coverage

Applicant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Applicant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Administrative Office
1055 Monterey Street, #D430
San Luis Obispo CA 93408
Attention: Courtney Pene

O. Subcontractors

Applicant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

P. Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Q. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

12. NON-DISCRIMINATION: Applicant shall not discriminate against any person or class of persons in violation of any and all federal, state and local non-discrimination laws.
13. COMPLIANCE WITH ALL LAWS: Applicant agrees to abide by all laws and regulations applicable to the expenditure of County grant funds, including but not limited to, the audit of the expenditure of these funds for compliance with regulations and the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds.
14. SEVERABILITY: The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.
15. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of, any other remedy provided by law.
16. LAW: This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretations of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.
17. VENUE: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Applicant shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Applicant specifically acknowledges that in entering into and executing this Agreement, Applicant relies solely upon the provisions contained herein and no other Agreement or oral discussions prior to entering into this Agreement.
19. NO WAIVER: The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.
20. HEADINGS: The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provisions of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.
21. NON-ASSIGNMENT OF AGREEMENT: This Agreement is intended to secure specialized services of Applicant and thus Applicant shall not assign, transfer, delegate or sublet this Agreement, or any interest therein, without the prior written consent of the County, and any such assignment, transfer, delegation or sublet without the County's prior written consent shall be considered null and void.
22. NOTICES: Any notices, demands or communication, under or in connection with this Agreement may be served upon County by personal service, or by mailing the same by regular mail and directed to County at:

County of San Luis Obispo
Administrative Office
1055 Monterey Street, D430
San Luis Obispo CA 93408
ATTN: Courtney Pene

and may be likewise served on Applicant at:

Cambria Community Services District
Parks, Recreation, and Open Space Committee
Stephen Kniffen, Chairman
1316 Tamsen Dr.
Cambria, CA 93428

IN WITNESS WHEREOF, the County has executed this Agreement and the Applicant has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized office, all as of the day and year first above written.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO

BY: _____

_____, 2020

APPROVED AS TO FORM AND LEGAL EFFECT

RITA L. NEAL

County Counsel

By: _____
Assistant County Counsel

Applicant: _____
By: _____
Print Name: _____
Title: _____

Date: _____

Applicant: _____
By: _____
Print Name: _____
Title: _____

Exhibit A

Scope of Project, as described in grant application

- Toilet design finalization and construction plan, specification for the sewer line, water line and lighting system, and access trails for people and maintenance equipment.
- These construction plans will be used for the County permitting process. After County approval, the plans will be used in the bidding process for construction.
- The East Ranch toilet will be the size of the other two public toilets built in the Cambria East and West Villages. There will be 2 sides opposite a central mezzanine for fixture access. The woman's side will have an accessible staff and one regular size stall, with sink and baby changing table. The men's side will have an accessible toilet, urinal, sink, and baby changing table.
- These same plans will be used as a basis for design unless it is estimated that commercially built toilets of similar size are more cost effective.