INNOVATIVE PRACTICES: CASE STUDIES
VOLUME I

SUGGESTED BY CALIFORNIA PARK AND RECREATION PROVIDERS

OCTOBER 2004

CALIFORNIA STATE PARKS
PLANNING DIVISION
PARKS AND RECREATION TECHNICAL SERVICES
INNOVATIVE PRACTICES: CASE STUDIES
VOLUME I

SUGGESTED BY CALIFORNIA PARK AND RECREATION PROVIDERS

October 2004

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Preface

While working with the Office of Grants and Local Services and the California Park and Recreation Society, Planning staff learned that many local park and recreation providers look for innovative approaches to solving difficult agency problems. In response, an Innovative Concepts entry form was developed in 2002 and provided to local agencies through conferences, workshops, and one-on-one contact. The objective of these Case Studies is to gather and share ideas for dealing with practical needs and their associated problems, and to recognize and give greater visibility to innovative park and recreation agencies, organizations and administrators. Ultimately, the objective of this document is to encourage parks and recreation service providers to develop their own innovative methods for dealing with reduced funding and to provide expanded opportunities for inventive solutions.

This document, Innovative Practices: Case Studies Suggested by California Park and Recreation Providers, Volume I, September 2004, is a compendium of innovative concepts submitted by state, local and non-profit park and recreation service providers. In most instances, only light editing was made. Subject areas include creative funding, partnerships and collaborations, operations and maintenance, facility design, innovative programs and services to under served/special populations. For each case study, in addition to a project description and participants’ involvement, information is included on what worked well and what could be improved, as well as information on other source providers for whom this concept may have interest. You are encouraged to get in touch with the contact person listed for each case study to get further information on funding, staffing, or other details. Copies of memorandums of understanding, agreements, and etc., have been included in an appendix in the on-line version of this document. (www.parks.ca.gov/PARTS)

This is your document – your contributions and those of your colleagues make it pertinent to solving agency concerns or problems. We encourage agency staff, volunteer groups, and/or board members to complete and return an Innovative Concepts Form for the next volume of Innovative Practices: Case Studies. Sharing winning approaches to solving complex problems will increasingly be more valued given the uncertainty of future park and recreation funding. A project may not be innovative to everyone, but to someone who wants to try something a little different it may be just the spark they need. Your ideas will help make a difference in the way park and recreation providers do business.

In recent years voters have consistently shown their support for park facilities, recreation programs and cultural and natural areas through the passage of park bond acts. In 2000, due in part to the robust economy, California voters approved a $2.1 billion park bond measure, the first since 1988. In 2002 voters approved Proposition 40, the "California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002" totaling $2.6 billion. While the voter-approved bond measures have been effective in acquiring land and developing new facilities, there are restrictions on the use of the funds for operation and maintenance.
Innovative Practices: Case Studies Suggested by California Park and Recreation Providers is part of a series of publications produced by California State Parks’ Planning Division Park and Recreation Technical Services Unit. This series of publications, entitled Concepts - Practical Tools for Parks and Recreation, is designed to provide information on a wide variety of subjects relevant to the park and recreation profession. And, as a part of our technical service efforts, we will continue to provide tools for park and recreation providers in the form of articles and guidebooks, workshops, participation in conference sessions and compilation of information on issues of topical concern.

Recent publications in this series include:


A Park and Recreation Professionals’ Glossary: Words, Phrases and Acronyms for Park and Recreation Professionals, June 2004 http://www.parks.ca.gov/PARTS
Innovative Practices: Case Studies
Volume I
Suggested by California Park and Recreation Providers
September 2004

Table of Contents

Preface ............................................................................................................................................... ii

Topics from Innovative Concepts Submittals .............................................................................. viii

Executive Summary ...................................................................................................................... xii

I - Partnerships and Collaborations
1. Intergenerational Programming Concept, City of El Cajon, Recreation Department and the Boys and Girls Club of East San Diego County ........................................................... 2
2. Joint Powers Agreement for a Community Center, Valley-Wide Recreation and Park District and Menifee Union School District .................................................................................. 5
3. Joint Powers Agreement, Four School Districts and the City of Roseville, Department of Parks and Recreation, and Libraries ........................................................................................................... 6
4. An Unique Strategy to Develop a 25-acre Park Site on a Local Community College Campus, City of Moreno Valley ................................................................................................................ 8
5. Aquatic Center Partnership, Northern Buttes District, California State Parks and California State University, Chico ........................................................................................................... 11
6. Historic Site Collaboration, City of Brea, Olinda Historic Museum and Park, and Chino Hills State Park ........................................................................................................................................ 12
7. Park Collaboration, California Non-Profit Management Corporation and California Citrus State Historic Park ........................................................................................................................ 15
8. Desert Managers Collaboration, Federal, State and County Government Representatives ........................................................................................................................................ 17

II – Creative Funding
1. Share Office Space with Another Agency, Cordova Recreation and Park District ........ 19
2. Skate Park Brick Sponsorship, City of Azusa, Recreation and Family Services ............ 21
3. Duck Derby, Paso Robles Department of Library and Recreation Services .................. 24
III – Facility Design
1. The Alexander Hughes Community Center, City of Claremont ............................................. 27
3. Master Plan Project for Parkland that Engaged the Public in the Design, City of Cupertino ........................................................................................................................................... 37
4. Renette Park Plaza, City of El Cajon ............................................................................................. 40
5. Final Action Plan Report, Stanislaus County .............................................................................. 46

IV - Services to Under Served/Special Populations
1. The Teens in Lakewood Care (TLC) Program, City of Lakewood, Recreation and Community Services .................................................................................................................. 52
2. Teens with Disabilities Job Training Opportunity Program, Rancho Simi Recreation and Park District ............................................................................................................................... 57
3. A Story of Collaboration, Mendocino District, California State Parks and Mendocino County Mental Health ................................................................................................................ 59

V - Operations and Maintenance
1. Resolving Playground Sand Compaction, City of Bakersfield, Recreation and Parks Department ........................................................................................................................................ 62
2. Standard Landscape Specifications Manual, Valley-Wide Recreation and Park District ............................................................................................................................................. 64
3. Bark Park, City of Foster City Parks and Recreation Department .............................................. 77
4. Guideline Specifications for Nursery Tree Quality, Urban Tree Foundation .............................. 78

VI - Innovative Programs
1. Discovery Kit Program, County of San Diego, Department of Parks and Recreation .... 84
2. Lakeside Teen Mentoring Program, County of San Diego, Department of Parks and Recreation ................................................................................................................................. 86
3. Family Fun Series, City of Foster City Parks and Recreation Department ............................... 90
4. Family Camping and Paleontology Trip, Red Rock Canyon State Park, Mojave Sector, Inland Empire District, California State Parks and Los Angeles Museum of Natural History ................................................................. 92
Appendix ................................................................. A-1

Innovative Concepts Form ................................................ A-2

I. Valley-Wide Recreation and Park District, Joint Use Agreement with
Menifee Union School District for a community center ..................... A-4

II. Roseville Recreation and Park District

A. Agreement for Grading of Park Site adjacent to the Catheryn Gates Elementary
School ......................................................................................... A-6

B. Master Agreement between the City of Roseville and The Dry Creek Joint
Elementary School District regarding the Joint Use of Facilities ........ A-8

C. Contract Addendum, Addendum No. 1, Heritage Oak Elementary School/
Park Joint Use ............................................................................ A-14

D. Agreement for Joint Use of Ray E. Lockridge Park/Excelsior School .......... A-15

III. City of Moreno, Parks and Recreation Department

A. Joint Development and Use Agreement between the Riverside Community
College District and the Moreno Valley Community Services District .......... A-20

B. First Amendment to the Joint Exercise of Powers Agreement ................. A-33

C. Joint Exercise of Powers Agreement ............................................. A-36

IV. National Off-Highway Vehicle Conservation Council

A. Letter Seeking Support ................................................................ A-42

B. Publication Agreement .............................................................. A-44
<page left intentionally blank>
<table>
<thead>
<tr>
<th>Innovative Concept</th>
<th>Maximizing Limited Resources: Making the most of what you have</th>
<th>Developing Community Involvement: Methods for developing the public’s buy-in</th>
<th>Modernizing and Maximizing Park Facilities: Meeting the needs of today’s recreating public</th>
<th>Involving Youth: Developing programs and opportunities for youth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intergenerational Programming, El Cajon &amp; Boys and Girls Club, p. 2</td>
<td>X</td>
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<td>JPA, Valley-Wide &amp; Menifee Union School District, p. 5</td>
<td>X</td>
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<tr>
<td>JPA, School District &amp; Roseville, p. 6</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25-acre Park Site on College Campus, Moreno Valley, p. 8</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquatic Center Partnership, Northern Buttes, State Parks &amp; C.S.U., Chico, p. 11</td>
<td>X</td>
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<td>X</td>
</tr>
<tr>
<td>Olinda Historic Site, City of Brea and Chino Hills State Park, p. 12</td>
<td>X</td>
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# Topics from Innovative Concepts Submittals

<table>
<thead>
<tr>
<th>Innovative Concept</th>
<th>Maximizing Limited Resources: Making the most of what you have</th>
<th>Developing Community Involvement: Methods for developing the public’s buy-in</th>
<th>Modernizing and Maximizing Park Facilities: Meeting the needs of today’s recreating public</th>
<th>Involving Youth: Developing programs and opportunities for youth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citrus State Historical Park &amp; Non-Profit Management, p. 15</td>
<td></td>
<td>X</td>
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<tr>
<td>Desert Managers Collaboration, p. 17</td>
<td>X</td>
<td></td>
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<td></td>
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<tr>
<td>Shared Office Space, Rancho Cordova Recreation and Parks District, p. 19</td>
<td>X</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Skate Park Brick Sponsorship, City of Azusa, p. 21</td>
<td></td>
<td></td>
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<td>Duck Derby, Paso Robles Department of Recreation, p. 24</td>
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<td>The Alexander Hughes Community Center, City of Claremont, p. 27</td>
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<td>Innovative Concept</td>
<td>Maximizing Limited Resources: Making the most of what you have</td>
<td>Developing Community Involvement: Methods for developing the public’s buy-in</td>
<td>Modernizing and Maximizing Park Facilities: Meeting the needs of today’s recreating public</td>
<td>Involving Youth: Developing programs and opportunities for youth</td>
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<tr>
<td>Park Guidelines for Off-Highway Vehicles, p. 33</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Master Plan Project, City of Cupertino, p. 37</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Renette Park Plaza, City of El Cajon, p. 40</td>
<td>✗</td>
<td>✗</td>
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</tr>
<tr>
<td>Final Action Plan Report, Stanislaus County, p. 46</td>
<td>✗</td>
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<td>✗</td>
<td></td>
</tr>
<tr>
<td>Teens in Lakewood Care (TLC), City of Lakewood, p. 52</td>
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<td></td>
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<td>✗</td>
</tr>
<tr>
<td>Teens with Disabilities Job Training Opportunity, Rancho Simi Recreation and Parks Department, p. 57</td>
<td>✗</td>
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<tr>
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<td>Maximizing Limited Resources: Making the most of what you have</td>
<td>Developing Community Involvement: Methods for developing the public’s buy-in</td>
<td>Modernizing and Maximizing Park Facilities: Meeting the needs of today’s recreating public</td>
<td>Involving Youth: Developing programs and opportunities for youth</td>
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<td>Mendocino State Parks and Mendocino County Mental Health Department, p. 59</td>
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<td>Resolving Playground Sand Compaction, Bakersfield Recreation and Parks Department, p. 62</td>
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<td><em>Standard Landscape Specifications Manual</em>, Valley-Wide Recreation and Park District, p. 64</td>
<td>X</td>
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<tr>
<td>Bark Park, Foster City Parks and Recreation Department, p. 77</td>
<td>X</td>
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<tr>
<td><em>Specifications for Nursery Tree Quality</em>, Urban Tree Foundation, p. 78</td>
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<td>X</td>
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<td>Discovery Kit Program, County of San Diego, p. 84</td>
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<td>Innovative Concept</td>
<td>Maximizing Limited Resources: Making the most of what you have</td>
<td>Developing Community Involvement: Methods for developing the public’s buy-in</td>
<td>Modernizing and Maximizing Park Facilities: Meeting the needs of today’s recreating public</td>
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<td>Lakeside Teen Mentoring Program, County of San Diego, p. 86</td>
<td></td>
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<tr>
<td>Family Fun Series, Foster City Parks and Recreation Department, p. 90</td>
<td></td>
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<tr>
<td>Family Camping and Paleontology Trip, Red Rock Canyon State Park and LA Museum of Natural History, p. 92</td>
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Executive Summary

The Park and Recreation Technical Services Unit of the Planning Division, California State Parks, is charged with collecting relevant data on current trends, ideas and practices in all areas of the parks and recreation profession. Thus, this document presents the first compilation of innovative solutions to everyday situations submitted by state, local, and non-profit agencies. For the most part, only light editing was required to put the case studies into similar formats.

As a provider of park and recreation services, you have the opportunity each day to find new and innovative ways to serve your clients. These case studies can be adapted to your particular situation, or they may spark another innovative solution. Included are 27 innovative examples of unique fund raising ideas and building designs, development guidelines, innovative programs, new approaches to serving under served populations, Joint Powers Agreements and Memorandums of Understanding. These are the tools park and recreation professionals may want to explore to operate programs, maintain facilities and inspire their co-workers. A brief recap of the innovative case studies shown in the subject areas into which they have been categorized follows.

Partnerships and Collaborations.

The City of El Cajon suggests a winning formula between a senior center and the Boys and Girls Club of East San Diego County. This Intergenerational Programming suggestion involved partnering in computer training and softball. With the success of these first two programs, a series of other projects have been developed, involving golf, band, and gardening.

The Valley-Wide Recreation and Park District in Riverside County and the Menifee Union School District jointly funded and built a 12,000 square-foot community center adjacent to a middle school. The collaboration in the form of a Joint Powers Agreement between the Valley-Wide Recreation and Park District and the Menifee Union School District involved each agency sharing in operation costs and hours of operation, resulting in a win-win situation for the entire community.

Is it possible for a park and recreation agency to collaborate with more than one agency at a time? The City of Roseville, Department of Parks, Recreation and Libraries has done just that with their example of interagency cooperation with four school districts for the development and operation of joint use facilities. Using a Joint Powers Agreement, the City and School Districts have jointly planned adjacent school and park sites and new specific plan areas. Benefits include reduced costs for land acquisition, economy of scale for the construction of recreation/school joint use facilities and overall use of facilities for the expansion of programs.

Originally slated by developers as two, five-acre parks at the opposite sides of a community college campus, the City of Moreno Valley and the Riverside Community College District thought bigger would be better. They worked closely with the residential developers and
California State Parks to design and jointly operate a much larger 25-acre park site on campus land adjacent to Lake Perris State Recreation Area.

The Associated Student Body of California State University, Chico will be learning by doing this summer. In a partnership with California State Parks at Lake Oroville State Recreation Area, students will operate an Aquatic Center at the lake’s North Forebay. Classes will be offered for students and the public, and equipment rentals will be provided.

California’s citrus heritage is the interpretive theme of California Citrus State Historic Park in Riverside County. The citrus groves and agricultural products, community events in the park and interpretation of the citrus industry are managed by collaboration between the California Non-Profit Management Corporation and California State Parks.

The passage of the California Desert Protection Act led to the formation of a forum for governmental agencies to work together to conserve and enhance California’s desert resources. Managers from the federal, state and county entities have undertaken many cooperative projects, ranging from sharing data to a joint fire management center.

Creative Funding

When designing a park site along a busy street, Cordova Recreation and Park District suggests adding an office area to accommodate another agency’s needs. This office space could generate revenue and offer additional security to the facility at no new cost to the park agency.

Financing a state-of-the-art skate park facility can seem insurmountable to many local agencies. The City of Azusa Recreation and Family Services suggested a multi-tiered fundraising approach that combined the sale of “donor bricks” with an added incentive of a high ticket raffle prize - a new Chevrolet truck.

Looking for a way to raise funds for recreation programs in their community, the Paso Robles Department of Library and Recreation Services established a non-profit agency, Recreation Encourages Community (REC). The REC’s Duck Derby was developed as a fun and creative project to raise funds for the city’s aquatic program.

Facility Design

When a school site was deemed surplus, the City of Claremont saw an opportunity to expand an adjacent city park and open a full service community center. The Alexander Hughes Community Center meets the recreation needs of the community and also provides much needed space for community meetings, administrative offices, and storage.

The National Off-Highway Vehicle Conservation Council’s Park Guidelines for Off-highway Vehicles is a resource guide that provides assistance in the planning, development, enhancement and operation of Off-Highway Vehicles (OHV) facilities. In addition, it provides direction in terms of funding, operating and maintaining new OHV facilities and upgraded
parks that meet the needs of the OHV community while addressing environmental safety and public concerns.

The City of Cupertino tried a unique approach to developing a master plan for the Stevens Creek Corridor. They prepared a comprehensive master plan kit that contained a variety of planning tools and information, distributed the kit free-of-charge to residents, and as a result received numerous responses from a broad cross-section of the community.

For innovative facility design, the City of El Cajon submitted the Renette Park Plaza for consideration. The Plaza was built to accommodate an emerging need for places for youth to skateboard and hang out. It was designed to match the surrounding areas of the park, and provide a skating area that blends with the park setting by combining skate elements like ledges, boxes, rails and quarter pipes with park features such as planter boxes and benches.

City and county recreation providers in Stanislaus County have learned that by working together they can meet the needs of both large sporting events and local residents. The City of Modesto and Stanislaus County contracted with a landscape architectural firm to develop an Action Plan to guide sports facility development throughout the county, resulting in a network of resources and information for a broad audience.

Services to Under Served/Special Populations

The Teens in Lakewood Care (TLC) Program administered by the City of Lakewood, Recreation and Community Services pairs the needs of senior citizens with the willingness of volunteers from the Lakewood Teen program and the Lakewood Jaycees. The teens are matched with a Jaycee crew leader, provided a project site and assigned specific tasks.

The Rancho Simi Recreation and Park District has partnered with two local high schools to help prepare students with disabilities for future employment. The District provides job training opportunities in local parks to provide students relevant experience, training, and increased self-esteem.

The Mendocino District, California State Parks, provided locations for Mendocino County Mental Health’s back-to-work program. Program clients gain valuable experience working in unique settings and the parks benefit, too.

Operations and Maintenance

The U.S. Consumer Product Safety Commission requires that playground managers provide protective surfacing for all playground features. The City of Bakersfield offers a unique tractor with a spring tooth harrow that creates minimal dust, allowing the sand sifting process to be less of a hazard to the environment and to the tractor operator.
Valley-Wide Recreation and Park District has developed a standardized specifications manual for landscape and park development projects. The manual is provided to potential and current contractors, eliminating second guessing on project bids and maintenance.

Dog parks are part of park and recreation facilities all over the state and usually consist of trees, grass, muddy paws and happy pets. The City of Foster City has a new twist on this feature – synthetic turf. The city reports dogs and dog owners love it, and maintenance costs are lower than in standard dog parks.

Can specifications be developed by a committee? The Urban Tree Foundation, comprised of practicing nurserymen, horticultural advisors, landscape architects and non-profit tree groups, has developed Guideline Specifications for Nursery Tree Quality to meet the needs of landscape professionals for quality control in landscape trees.

Innovative Programs

The County of San Diego shares five different environmental education discovery kits for elementary school aged children. Each kit is self-contained and includes all the necessary items to conduct activities. Over 800 teachers are trained annually in the program and nearly 10,000 students have benefited from the kits.

The Lakeside Community Teen Mentoring Project provides youths transitioning from middle to high school with meaningful opportunities to learn life skills. The Teen Mentoring Project is designed to improve the ability of the students to make positive choices and achieve success in school, career, community and family. The program links high school students to the San Diego County Parks and Recreation Department’s Critical Hours Program, a prevention and intervention program for middle school-aged youth.

The City of Foster City’s Parks and Recreation Department’s Family Fun Series gives families an opportunity to relax and enjoy the company of family members looking for an escape from the stress of the daily hustle and bustle. A series of seven, free one-day special events such as bike rides, concerts and overnight camping experiences give families an opportunity to spend quality time together.

Parks and museums share missions and goals, yet rarely pool their resources. The Los Angeles County Museum of Natural History and the California State Parks staff at Red Rock Canyon State Park are working together to provide families an educational experience and camping fun at the same time. The park provides the camp sites and the museum staff provides the paleontologists and ornithologists. Both entities and the public benefit from the experience.
I. PARTNERSHIPS AND COLLABORATIONS
Project One

**Intergenerational Programming Concept with the City of El Cajon Recreation Department and the Boys and Girls Club of East San Diego County**

**Contact:** Susie Lowe, Recreation Services Supervisor  
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(619) 440-8974 (fax)  
wells@ci.el-cajon.ca.us

**Project Description:** For years the City of El Cajon Recreation Department and the Boys and Girls Clubs of East San Diego County shared the same space within Wells Park. On the west side of the park is the City of El Cajon’s designated Senior Center which hosts a variety of activities for seniors that include senior softball, golf, music, band, dances, seminars and lectures. On the east side of the park is the Boys and Girls Club’s of East County El Cajon Clubhouse. The Boys and Girls Club serves youth ages 6-18. The Boys and Girls Clubs of East County offers summer and school break day camps, after-school programs, and activities and a teen center located inside the Clubhouse. The Clubhouse serves a high percentage of at-risk and low income youth in the community.

The City of El Cajon and the Boys and Girls Clubs of East County have worked together in a cooperative spirit on several projects. However, the two agencies went to an Intergenerational Programming Conference together and seriously started discussion about offering programs together. The first step in this partnership was the idea of an Intergenerational Computer Lab. The city at the time was contemplating establishing a Computer Lab for seniors on the “west” side of the park through the use of a Community Development Block Grant. The Boys and Girls Club was in a similar process. The Boys and Girls Club was looking to expand their existing computer lab facility which hosted about seven computers. The decision was made to build an “Intergenerational Computer Lab” which could accommodate classes for seniors in the morning hours and would serve youth in the afternoon hours. Twenty-five computers were installed in a friendly classroom setting for youth ages 6-12 to use after-school, and for the seniors to use in the morning. A separate computer lab for teens and seniors was established with ten computers.

With the success of the computer lab, the City of El Cajon and the Boys and Girls Club of East County wanted to provide services for the ever growing senior population who are retired or working part time and want to have meaningful experiences giving back to their community and mentoring youth that may be at risk. The El Cajon area is seeing an increasing number of youth who are exposed to at-risk behavior, being brought up in single family households and particularly in the Wells Park area, a population that is low income.
Who was involved? Which groups, organizations, or agencies contributed to this innovative concept? The City of El Cajon coordinates the project with the Boys and Girls Club of East San Diego County. There have been other organizations to assist us including Grossmont Union School District Adult Education and the County of San Diego Aging and Independence Services Intergenerational Programs Office. San Diego County Children’s Initiative provided a senior volunteer who is an experienced artist to provide art instruction at the Boys and Girls Teen Center.

How is it working? What is going well and what could be improved? The program is going well. The next Intergenerational Program we became involved with after the computer lab is softball. The Senior Softball participants age 50 and over were willing to make a difference in the lives of many children in the community. The members took endless pride in reaching out to the youth at the Boys and Girls Club in Wells Park. The seniors are positive and caring with the youth. The youth in turn bring enthusiasm and the willingness to learn a new skill from the seniors. They all share experiences with each other. Nine volunteer seniors, male and female, coached and connected with 60 youth twice a week. The season ended in April with a trip to a San Diego Padre game. The new season will start again this June and our group can’t wait because each child and senior steps onto the field with hopes and dreams. You can also see the shared affection and friendships connecting and bringing our community together.

With the success of the Senior Softball program, the Intergenerational Program has continued to grow. The Senior Band at Wells Center will be working with Teen Center youth in their recording studio on music concepts and will be teaching the teens how to play instruments.

The Senior Golf Club has agreed to spend time with youth participants on developing golf skills as well as golf etiquette. And an Intergenerational Garden is in the works where seniors who grew up farming can team with youth that live in multi-family housing and are unable to have an actual gardening experience.

Asking specific groups of seniors who have a certain talent has worked well. We do not do a broad base search for volunteers. We specifically ask them to volunteer their time. It has been found that 80% of seniors will say yes when personally asked to volunteer.

One of the things that did not necessarily go wrong but created an awkward situation for us was our senior golf group teaming with our teens over the summer. The senior golf group was very energetic and enthusiastic about providing golf instruction to ten at-risk youth. About a week before the program was to begin, the golf group called and cancelled their participation. We were bewildered and wondered if they were upset with the program. We found out that, unfortunately, several members had died or fallen ill, as well as they had spouses that had died or fallen ill.

Why do you think this would be of interest to other service providers? Intergenerational programming incorporates activities that bring older adults and youth together. This program is unique in that it enables participants to share skills, knowledge, and experiences with each other.
Some of the benefits of Intergenerational Programming are:

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<thead>
<tr>
<th>Youth</th>
<th>Older Adults</th>
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<td>Increased nurturing and personal attention</td>
<td>Develop meaningful relationships</td>
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<tr>
<td>Affirmation of worth</td>
<td>Reaffirmation of worth</td>
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<tr>
<td>Transfer of history and culture</td>
<td>Ability to leave a legacy</td>
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<tr>
<td>Improved academic and social skill</td>
<td>Cognitive and social stimulation</td>
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<tr>
<td>Non-judgmental friends</td>
<td>Increase self-esteem</td>
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<td>Sense of continuity</td>
<td>Communicate positive value</td>
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Both groups get to have a sense of past, present, and future, and they feel acknowledged and worthy. We have found that if you just ask the seniors they are more than willing to participate and volunteer time. The youth have been very enthusiastic and have diverse interests and needs. The seniors really do feel rewarded and feel that they have a worth to offer to society after retirement. Staff time is minimal in that the program takes time to coordinate; however, the seniors are giving the most time in actually providing the program. This type of programming saves both agencies money because of the people (volunteer) resource.
Project Two

Joint Powers Agreement for a Community Center, Valley-Wide Recreation and Park District and Menifee Union School District

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Project Description: Valley-Wide Recreation and Park District and Menifee Union School District built a 12,000-square foot community center on park district land adjacent to Bell Mountain Middle School. The School District contributed $1,000,000 and the park district provided the land and $500,000. The facility is operated Monday through Friday by the school, 7:30 – 3:30, and Monday through Friday by the Park District, 4:00 – 10:00 and Saturday and Sunday from 10:00 – 6:00. Utilities are split 50/50 and full maintenance is performed by the park district. This provides a community asset that is operational fifteen hours a day, seven days a week.

The park district operates and maintains a 25-acre park adjacent to a new junior high. The school district’s project came in under bid, which left them with a million dollars that they needed to spend. On their wish list, as well as the park district’s, was the need for a gymnasium. The park district had the land and the school district had the money.

What led to this innovative idea? Available funds and land.

Who was involved? Which agencies, organizations or groups contributed to this innovative concept? The Menifee Union School District and Valley-wide Recreation and Park District each manage the facility during their respective hours of operation. The collaboration took place between the school superintendent and the park district’s general manager.

How is it working? What is going well and what could be improved? We would change nothing. This collaboration has led to shared responsibility and defined use time.

Why do you think this would be of interest to other service providers? A public facility is now utilized 18-hours per day, seven days a week – it’s a public facility with maximum use.

[A copy of the Joint Powers Agreement can be found in the appendix of the on-line version of this publication – www.parks.ca.gov/PARTS Appendix I]
**Project Three**

**Joint Powers Agreement, Four School Districts and the City of Roseville, Department of Parks, Recreation and Libraries**

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**Project description:** The City of Roseville has been using the concept of joint use for years, to the extent that it is an implementation measure in the Parks and Recreation Element of the Roseville General Plan under interagency coordination. Since then, the city has joint use agreements with the four school districts within the city limits, which covers every public school in the city.

**What led to this innovative idea?** The idea of Joint Use in the City of Roseville was implemented over 30-years ago, with the first joint use agreement between one elementary school district and the city. It was born out of necessity on both the city’s part and the school district. The city was growing and needed additional facilities for their expanding recreation program and the school district needed assistance with the maintenance of their ball fields. Both parties recognized the collective benefits of partnership through the joint use agreement for facilities and services.

**Who was involved? Which agencies, organizations or groups were involved?** The main agencies involved were each of the four school districts within Roseville city limits (three elementary districts and one high school district), and the City of Roseville. About two years ago, the City of Roseville took over handling the scheduling for all of the city and school ball fields for all the youth groups and city recreation uses, but use of the school facilities such as classrooms, gymnasium and multi-purpose rooms, must go through the respective schools to schedule even to reserve as outlined in the agreements. The joint use agreement negotiations are usually handled by the Director and/or a Senior Manager for the city, with implementation/scheduling handled by a Recreation Technician or similar staff.

**How is it working? What is going well and what could be improved?** Overall, joint use agreements have worked well for the city. The benefits include that the students have expanded recreation programs now offered at their school; reduced costs for acquisition and development of facilities; and economies of scale when developing facilities and expanding facilities. Besides expanding use of school facilities, we have jointly planned and in some cases jointly built parks along with schools. The city’s General Plan requires new parks be located adjacent to school sites to facilitate the joint use concept. Currently, the city has 22 school/park sites, with another six to be built. Some unique examples of our joint use
agreements include building swimming pools, multi-purpose rooms, and gymnasiums, as well as park sites.

**Challenges we faced:** Lack of communication between the superintendents and their staff (i.e., principals) at the individual schools regarding the joint use agreements; last minute changes in schedules; and defining which school activity takes priority over City use. Meetings usually are scheduled to clear up these issues. One new concern that appears to be developing is related to the economy, whereby the school may now want to rent their facilities to raise revenues.

**Suggestions for a successful joint use partnership:** 1) Be sure to have support from the top of both organizations; 2) word the joint use agreements to be as detailed and specific as possible i.e., hours, dates of use, clarify who has first rights of use for both the City and school facilities, specify that the school and City shall meet “X” times during the school year to review requests and schedules, etc., 3) have one person as the point of contact at each school and for the City; and 4) define the values associated with each party’s benefit from the joint use agreement (i.e., cost of maintaining the ball fields, vs. the cost of use of a multi-purpose room for a recreation program).

**Why do you think this would be of interest to other service providers?** Joint use agreements prove to be a win-win situation for all involved. They stretch limited funding capabilities and provide expanded facilities for the community’s benefit. Since the schools and the City are essentially serving the same clientele – the citizens, this partnering is a natural and positive way to approach the challenges each organization is experiencing in these challenging times together.

[A copy of the Joint Powers Agreement can be found in the appendix of the on-line version of this publication – www.parks.ca.gov/PARTS Appendix II]
Project Four

A Unique Strategy to Develop a 25-acre Park Site on a Local Community College Campus, City of Moreno Valley

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        (909) 413-3701
        (909) 413-3719 (fax)
        georgep@moval.org

Project Description: The City of Moreno Valley (City), Riverside Community College District (RCCD), California State Parks Lake Perris State Recreation Area (State) and a local developer collaborated to develop 25-acre park on the local Community College campus. The developer owed the City Parks and Recreation Department two, five-acre parks as part of a development agreement. Instead, the developers are providing funding equal to the value of those two parcels as well as funding they would have spent to construct the parks to the city. The city and RCCD collaborated on the design for the project with the city passing through the developer’s contribution of approximately $2,000,000. Once the project is completed, the RCCD will assume all responsibility for maintaining the park and will have use during school hours for physical education and other classes while the city residents will have access all other times. Additionally, the city residents will have access anytime (7:00 a.m. to 10:00 p.m.) to the tot lot and picnic shelters.

Since the project abuts Lake Perris State Recreation Area, the State worked with the City and RCCD to develop multi-use trails that border the property and will provide access to Lake Perris in the future.

What led to this innovative concept? As part of a development agreement, the City of Moreno Valley was to receive two, five-acre parks on either site of the Riverside Community College, Moreno Valley Campus. With no funds forthcoming to develop physical education/recreation facilities, but with 25-acres, the City and the College entered into discussions on a potential partnership. The up side was that the RCCD would maintain the facilities once developed and the local neighborhoods would get a much larger park with added amenities. Additionally, a multi-use trail borders Lake Perris State Recreation Area providing residents with miles of trails for horseback riding, walking or jogging. Eventually, splinter trails will allow residents access to the lake.

Who was involved? Which agencies, organizations or groups contributed to this innovative concept? The partners in this project included the City of Moreno Valley Parks and Recreation Department, the Riverside Community College District, Empire Land Limited Liability Corporation, and the California State Parks (Lake Perris State Recreation Area). The
Community College District took the lead with input from the city and the State on the planning and development of the project.

**How is it working? What is going well and what could be improved?** The partnership and the willingness of all parties to work in the best interests of the community as a whole worked very well. Also, the construction of the facilities under the leadership of the Community College District took only three months to complete. We would do all of our projects this way if we could find partners like the ones involved in this project.

It is really hard to say that anything went wrong, but the joint-development agreement was very complex and lawyers from both sides took what seemed like forever to agree on the final language for the agreement. Additionally, the two, five-acre park sites were sold back to the developer so we had to ensure that the residents would still be receiving “their” park and that the hours of use would be such to benefit the residents even during school hours.

**Why do you think this project would be of interest to other service providers?** This project is an excellent example of a partnership to benefit the community. It eliminates any duplication of effort and provides enhanced amenities for the residents. From the perspective of the City of Moreno Valley Parks and Recreation Department, it provided additional facilities with no additional maintenance costs.

[A copy of the Joint Powers Agreement can be found in the appendix of the on-line version of this publication – www.parks.ca.gov/PARTS Appendix III]
Residents To Get Another Park: MORENO VALLEY: A Groundbreaking Is Being Held Today At The 25-Acre Site Near RCC's Campus.

BYLINE: MELISSA EISELEIN; THE PRESS-ENTERPRISE

MORENO VALLEY

Construction will begin soon on Moreno Valley's newest park, a joint effort among the city, Riverside Community College and housing developer Empire Land.

City and college officials will break ground for the 25-acre College Park at 9:30 a.m. this morning during a ceremony at RCC's Moreno Valley campus, 16130 Lasselle St.

"It's really unique in the fact that it's a project between the city, the college and the developer," Moreno Valley Parks and Recreation Director George Price said. "Instead of getting two 5-acre parks, we're getting a 25-acre park by doing it on the college property."

The college has joint-use agreements with the cities of Norco and Riverside for athletic fields, said Robert Gurrola, RCC's project manager.

Tot lot and picnic areas will be open to the public all day. Other areas of the park will be open to the public on evenings and weekends. During the day, the college will use the park for athletic classes.

The $1 million first phase of the park, which will use about half of the 25 acres, will include a tot lot, picnic area, basketball court, an open field and security lighting, Price said. Future plans will probably include several multipurpose fields and an amphitheater, he said "It's going to cost the city nothing. The developer is paying for it," Price said. Construction of the park is expected to cost about $2 million.

Empire Land, whose housing development agreement required five acres of land for park use, purchased a 5-acre parcel adjacent to the college property from the city for $500,000. In addition, the developer gave the city $500,000 that will be used to build the park.

The college will pay maintenance costs of about $100,000 a year, Gurrola said "We're really pleased with the arrangement. How can you better maximize and be more efficient?" Price said.
Project Five

Aquatic Center Partnership, Northern Buttes District, California State Parks and California State University, Chico

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Oroville, CA 95966
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(530) 538-2244 (fax)
rfost@parks.ca.gov

Project Description: California State Parks is partnering with California State University, Chico to operate an Aquatics Center at Lake Oroville. The result of this partnership will be the North Forebay Aquatic Center, which will be available for use by university students and the general public.

What led to this innovative idea? The idea came from a similar program done at Lake Natoma at Folsom Lake State Recreation Area in partnership with California State University, Sacramento. The success of that aquatic center inspired California State Parks to find a creative similar use for Lake Oroville. The North Forebay Aquatic Center will meet student and public need by providing recreational facilities for both groups.

Who is involved? Which agencies, organizations or groups contributed to this innovative concept? The Northern Buttes District and California State University, Chico are involved. The Associated Student Body is responsible for running the center. The center will offer three levels of classes. The first use will include formal instruction at the University for the Recreation majors. The second level of classes offered will be non-credit and designed for the student population. Those classes may include beginning sailing, kayaking, etc. The remaining classes will be open to the general public and for local Park and Recreation district’s programs. There will also be equipment rentals available to the public.

Why do you think this will be of use to other service providers? The partnership serves a purpose for both the University and California State Parks. The collaboration is an efficient and effective way of providing training and services to the public.

California State Parks will also benefit from the increase in revenue. Day-use fees will continue to be collected and the increase in visitors to the Aquatic Center will bring new revenue to the department’s budget.
Project Six

Historic Site Collaboration, City of Brea, Olinda Historic Museum and Park and Chino Hills State Park

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        Brea, CA 92823
        (909) 780-6222
        (909) 780-6073 (fax)
        RKrueper@parks.ca.gov

Project Description: The City of Brea and Chino Hills State Park recently entered into a 20-year Operations Agreement to operate and manage the Olinda Historic Museum and Park. The purpose of the Agreement is to provide for the joint operation of the park for the use and enjoyment by the public, to promote the preservation of historic facilities and to provide an administration office for Chino Hills State Park.

What led to this innovative idea? The City of Brea owns approximately 12-acres of land with historical structures relating to California’s first oil wells, which include a jackline pump house, field office, and the first oil well in California (drilled in 1897). The city has also added improvements consisting of a picnic area, restrooms, vehicle parking and gravel display pad. The city was seeking guidance on how to protect the buildings and oil wells at the park. They approached the Chino Hills’s State Park Historian. The two agencies identified the need to collaborate. California State Parks could aid the city in preservation efforts, and also fill the need for office space in the park area.

How is the program working? The City of Brea maintains all buildings, infrastructure, utilities, landscaping, and historic artifacts. Chino Hills State Park provides all housekeeping, daily operations, public safety, volunteer docent training and interpretive scheduling.

Olinda Historic Museum and Park is located within a mile of the western boundary of Chino Hills State Park, providing the space for a nearby administrative office to accommodate State Park staff and provide a base of operations. Future plans in the partnership include the completion of a trail connection from Olinda Historic Park to the State Park through adjoining lands under an open space conservation easement.
Volunteer Needed

Olinna Historic Museum and Park invites local residents to become involved in developing exhibits, researching funding opportunities, and serving as a park volunteer under the direction of the State Park Rangers. Interested volunteers are needed to give tours and staff the field house. Please call the City’s Community Services Department at (714) 671-4031 for details about volunteer opportunities.

Admission is FREE.

No motorized vehicles are allowed in the park (with the exception of the parking lot).

For your safety:
- Dogs must be on a leash at all times.
- The City of Brea and the California State Parks have formed a unique partnership to make the historic museum and park available to the public. The historic museum gives access to the west side of Chino Hills State Park and thus the field house also serves as a base of operation for both parks.

Volunteers will receive docent training and needed to give tours and staff the field house for “black gold.”

Olinna Oil Field #1 drilled in 1867 and 100 years later it’s still pumping. The field house, which was the office and headquarters of the Olinna oil operation. Highlights include the scale model and warehouse where parts were stored and organized.

A jackline pump and its surrounding building. This pump was once the power source for several active wells.

A “mystery building” (some say this was once a jail or holding cell, but that may be a legend).

Good news Nora! The City of Brea has preserved a vital part of local history by recapitulating 12 acre historical park to retrace the sights, sounds, smells, and the vital role Olinna played in the development of Orange County’s oil industry. Olinna Oil Field #1. Visitors will travel back in time to explore what life was like as an Olinna “wildcatter.” Informative exhibits will explain the natural and geological history of the area including how oil is created, located and drilled.

Points of interest:
- Efforts are underway to create exhibits in the field house and on the 10,000 square foot display adjacent to the Olinna Oil Field #1. Visitors will travel back in time to explore what life was like as a 19th century oil worker.
- Olinna Oil Field #1 still pumps some 15,000 barrels of oil a day.
- The City of Brea and the California State Parks have formed a unique partnership to make the historic museum and park available to the public.
- The historic museum gives access to the west side of Chino Hills State Park.
- The field house is open for visitors to tour.
- Olinna Oil Field #1 is in the process of being developed into a tourist attraction.
- No motorized vehicles are allowed in the park (with the exception of the parking lot).

For the public’s convenience, new restrooms, parking lot and picnic area have been added along with landscaping and an entrance gate.

Olinna Historic Museum and Park is located in the Olinda Ranch neighborhood of the City of Brea. Park address is: 4025 Santa Fe Road, Brea, CA 92823.

For your safety:
- Dogs must be on a leash at all times.
- The City of Brea and the California State Parks have formed a unique partnership to make the historic museum and park available to the public.
- A jackline pump and its surrounding building. This pump was once the power source for several active wells.
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Olinna Oil Field #1 drilled in 1867 and 100 years later it’s still pumping. The field house, which was the office and headquarters of the Olinna oil operation. Highlights include the scale model and warehouse where parts were stored and organized.

A jackline pump and its surrounding building. This pump was once the power source for several active wells.

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For the public’s convenience, new restrooms, parking lot and picnic area have been added along with landscaping and an entrance gate.

Olinna Historic Museum and Park is located in the Olinda Ranch neighborhood of the City of Brea. Park address is: 4025 Santa Fe Road, Brea, CA 92823.
Project Seven

Park Collaboration, California Non-Profit Management Corporation and California Citrus State Historic Park

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Project Description: California Citrus State Historic Park opened in August 1993 as a living historical museum reflecting the citrus industry heritage. The park includes 182-acres of citrus groves managed in a collaborative effort by the California Citrus SHP Non-Profit Management Corporation and California State Parks. The purpose of the Non-Profit Management Corporation is to provide for the management, care, maintenance, enhancement, interpretation, development and operation of various designated portions of the park. Revenues generated under this non-profit management agreement help fund new facilities and programs, and maintain the citrus groves in the park. The income-producing groves also provide a backdrop for the palm tree-lined trails, walkways, entryway and picnic areas. The park also includes a visitor center that features tours and exhibits. The Parks and Recreation Commission, upon the recommendation of the District Superintendent and the Director of California State Parks, appoints the non-profit Board of Directors.

What led to this innovative idea? Enabling legislation (PRC 5007.4) allowed California State Parks to enter into an operating agreement with a qualified nonprofit organization for the California Citrus State Historic Park for the purpose of: 1.) leasing, managing and maintaining agriculture (citrus) production; 2.) selling citrus fruit and fruit products at the park; 3.) manage, operate and collect rental fees for community event building that include weddings and meetings located within the park; and 4.) use of funds generated from the sales and rentals for financing facilities and programs within the park.
Who is involved? Which agencies, organizations or groups contributed to this innovative concept? Board members are recruited from various professional backgrounds and citrus interests to provide a diverse representation in decisions related to the non-profit's mission. The Non-Profit Management Corporation has the authority to fundraise and the funds are used to enhance the park. Income is derived from the management of the citrus groves, rentals of the event center, gift shop sales, and donations and fundraising activities. A General Manager, Wedding Director, and Giftshop Manager were hired to maintain the concession areas. Citrus grove management is handled through a separate contract between the Non-Profit Management Corporation and the Park Ranch Partnership.

How is it working? Concessions and citrus sales have provided over $300,000 of improvements for park facilities and programs since its opening in 1993. Citrus agriculture production has consistently improved while at the same time providing self-sustaining funding through the sale of fruit to meet annual operational costs of preserving and maintaining the parks citrus landscape without relying on State Park Budget support.
Project Eight

Desert Managers Collaboration, Federal, State, and County Government Representatives

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California State Parks  
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CMATT@parks.ca.gov

Project Description: The Desert Managers Group (DMG) was created in 1994 after the passage of the California Desert Protection Act. The DMG was established to provide a forum for governmental agencies to work together to conserve and enhance the California Desert for current and future generations. Through the leadership of the DMG, agencies are working together to better serve the public by eliminating duplication of effort, and developing cooperative land and resource management practices. Close collaboration enables each agency to more effectively conserve resources while achieving its mission.


How is it working? In the spirit of collaboration and finding ways to avoid duplication the agencies have undertaken a number of joint projects. Those projects include:

- Removal of burros from federal and state lands
- Development of common date standards and shared GIS data
- Clean up of ten illegal dumps on public and park lands
- Creation of an illegal dumpsite database
- Publication of a quarterly online magazine to provide information about desert areas of interest and recreation opportunities
- Relocation of low altitude military training route in Joshua Tree National Park to protect park resources and enhance military training
- Development of a joint BLM/NPS fire management center
- Implementation of a standardized monitoring program to determine population status of the desert tortoise in 4.7-million acres of critical habitat.
II. CREATIVE FUNDING
Project One

Shared Office Space with Another Agency, Cordova Recreation and Park District

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(916) 362-9602 (fax)  
jerry@crpd.com

Project Description: When purchasing new park sites on busy public streets, consider devoting a small portion of the new park closest to the street for use as office space and/or shared with other governmental agencies, such as police, fire, water, city hall, etc. The purpose of this idea is to generate possible rental income for the park agency. If police or fire departments are housed, an added benefit of 24-hour security would be provided at no additional cost to the park agency. Projected office or station space would be financed and built by the proposed renter.

It should be noted that the Cordova Recreation and Park District has never proposed such a project nor has legal counsel researched the concept. This is strictly an idea at this time. Such a concept may require rezoning of the park site to permit such a project. In addition, if any federal funding, such as the Land and Water Conservation fund was utilized, it may restrict park usage.

What led to this innovative idea? This concept is strictly the idea of Cordova Recreation and Park District’s Administrator, Jerry Steinke. With park agencies facing continued budget and revenue shortfalls, this idea may be one way to help generate an on-going source of additional revenue.

Who was involved? Which agencies, organizations or groups contributed to this innovative concept? We cannot answer this question since it has never been done [by our agency].

How is it working? To my knowledge, this concept has never been implemented, and I am not sure why. However, private enterprise builds and rents office space all the time for a profit. Why can’t park agencies perform the same service and receive the money? While it is not our intention to compete with private business, some park sites lend themselves perfectly for this kind of business venture. In these days of hard financial times, agencies have to be creative.

What would you say went well and what could be improved? Unable to answer the question since it has not been done [by our agency] before.

Why do you think this would be of interest to other service providers? If park agencies can legally get into the real-estate business, I see no reason why other service agencies would not be interested to enter into a joint venture. It would reduce the overall costs of land for each participating agency and possibly sharing of utility cost and office space. Such a facility could
service the ratepayers all in one location, and in some cases, the location could be perfect for each agency. This type of sharing could save money for the taxpayer as well.
Project Two

Skate Park Brick Sponsorship [Donor Wall], City of Azusa, Recreation and Family Services Department

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jjacobs@ci.azusa.ca.gov

Project Description: The Donor Wall project was a multi-tiered fundraising project that catered not only to longtime community families and individual residents, but also to service clubs and larger commercial and corporate entities as well. Involvement in the project could be had for as little as $100 a brick. Additional attributes were available for $500, $1,000 or $5,000 contributions respectively. The net result was that the range of donations available offered something for everyone.

What led to this innovative idea? The City of Azusa’s Recreation and Family Services Department was committed to build a large, state-of-the-art skate park facility in the fall of 2000 after years of brainstorming and strategizing. Financing was a concern yet not insurmountable due to resources available to us at the time including Proposition 12, Community Development Block Grant, Community Facilities District and Quimby funds. The key however, was community buy-in, both from a financial interest and an “ownership” interest. Though the financial interest was minimal (less than 10% of the cost of the $450,000 project), the “ownership” interest in the described project was critical to the success of the project. With ownership in hand, the community would embrace this otherwise disconnected recreation participation sector while at the same time stand united in an effort to reduce vandalism in their facility. This was all accomplished in the construction of the Canyon City Skate Park Donor Wall project, entitled “Another Brick in the Wall….”

Who was involved? Which agencies, organizations, or groups contributed to this innovative concept? The City of Azusa is a traditional family community, which prides itself on its history, as well as its future. In this respect, donor bricks were a perfect depiction of their involvement in this project regardless of their familiarity with the sport of skateboarding. Each donor had an opportunity to see his or her name, company, or organization in print on the wall and the lure of this recognition was both great and timeless. However, concern was addressed that an additional “hook” was necessary to fuel the fundraiser, and that is what led to the friendly discussion with department “angel” Peter Hoffman of Sierra Auto Cars. I approached Peter, a longtime supporter of our department, and not to my surprise, he bit on a rather unorthodox sponsorship opportunity. Peter agreed to give us a $17,000 new 2001 Chevrolet S-10 truck for $11,000. He combined a number of factory incentives to afford us this opportunity. This allowed us the “hook” of raffling off this beautiful truck at the grand opening of the skate park eleven months later, and really fueled our marketing and fundraising efforts both during that period by releasing the truck for promotion purposes to us immediately.
The program worked in this fashion: for every $100 brick you purchased, you received a raffle entry allowing you to vie for the Chevrolet S-10. If you bought $500 in bricks, you received (5) entries and if you donated $5,000 you received (50) entries accordingly. This allowed us to cater to the traditional Azusan whose representation on the donor wall was priceless to him and his family. It also catered to the contemporary Azusan who saw this as a great opportunity to secure a new vehicle with minimum risk. In all, 350 bricks were sold in various combinations, and the odds of driving off in the new truck correspondingly were 350-1. Long odds, yes, but quite reasonable given today’s lottery environment.

**What would you say went well and what could have been improved?** The net take on the project was $20,000 after the truck, bricks, and commemorative T-shirts were purchased and issued to all donors to wear for the grand opening celebration on July 13, 2002. I believe that the project, though a lot of work, was a tremendous success, and in hindsight, wouldn’t change a thing.

**Why do you think this would be of interest to other service providers?** As in all fundraising efforts, competition for money is very tight. A gimmick is needed to separate your cause from others. The Canyon City Skate Park donor wall project was priceless, and afforded us that necessary gimmick. I would be happy to share any other information with you on this project. Best of luck to you in your fundraising efforts.

FYI – The winner of the 2001 Chevrolet S-10 truck was the Azusa Elks Lodge who purchased $500 in bricks for the project.
SKATE PARK BRICK SPONSORSHIP

(Individual, Family, Business, or Organization)
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Attention to:  
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Address:  

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Brick (Exactly as to how you would like it to read)
*Limit 19 characters per line including spaces.
*Limit (2) lines
*Please print neatly

Jane Doe
Example:
Doe Family

City of Azusa
Please make checks payable to the ________, and send to:
c/o Joe Jacobs, Director of Recreation and Family Services Department
City of Azusa Recreation Department, 320 N. Orange Place, Azusa CA 91702

Creative Funding 23
**Project Three**

**The Duck Derby, Paso Robles Department of Library and Recreation Services**

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**Project Description:** In February of 2000, the Paso Robles Department of Library and Recreation Services developed a non-profit foundation and fund-raising arm of their program titled REC (Recreation Encourages Community), to enhance parks and recreation for the City of Paso Robles. Each year the foundation’s board chooses a project to focus on and raises funds through events and the handling of beer and wine sales at downtown concerts. The money is used to replace and or enhance recreation equipment and/or facilities. Projects are chosen on the basis that the city doesn’t have the money in the budget to meet the need.

The two main fundraisers have been the annual Duck Derby and the summer Concerts in the Park series. The Duck Derby is an actual race of floating rubber ducks in a local creek bed. Community members adopt each duck for $10 or can purchase a whole flotilla of 50 ducks for $500. REC Inc. handles the beer and wine sales at the downtown Concerts in the Park. Local wineries have donated wines or sold them at a discount to REC Inc.

**What led to this innovative idea?** The city felt people disliked donating money to a governmental agency, therefore they created a non-profit agency that would be more widely accepted as a charity and as a tax write-off due to its 501(c)(3) status. The other idea that led to the development of REC Inc. was the issue of a limited city budget. There were a number of projects that needed funding, including dilapidated playground equipment that was not accessible to special needs populations.

**Who was involved? What agencies, organizations or groups contributed to this innovative concept?** When setting up REC Inc., the Paso Robles Department of Library and Recreation Services invited community members to a meeting. City staff worked with the city attorney to draw up the non-profit incorporation papers and bylaws. City staff basically manage the agenda and minutes preparation, and the REC Inc. committee has the decision making power and is responsible for raising the revenues and making the disbursements. The local swim club, North County Aquatics, has now become involved with assisting REC Inc. in the municipal pool fundraiser. REC Inc. is also a receptacle for other monies donated for park and recreation purposes.

**How is it working? What would you say went well and what could have been improved?** What has gone well for REC Inc. was the fact that it has raised over $65,000, which allows parks and recreation projects to be done without impacting the city’s annual budget.

In doing the initial goal setting with the REC Inc. committee, there wasn’t a clear concept about which ideas would work or not, thus multi-million dollar projects became priority items.
The committee took on a multi-million dollar competitive pool complex. The committee was too young to start off with such a large project and was not successful in completing it. REC Inc. is now focusing on projects that are smaller and do-able.

**Why do you think this would be of interest to other service providers?** The very nature of non-profit organization allows them a tax advantage that other agencies don’t have. Non-profits have a great amount of flexibility in how the money they raise is spent.

**How is your creative funding idea working?** The funneling of money from various sources to identifiable programs and projects has helped the department do some programs without a negative effect on the city budget.
III. FACILITY DESIGN
Project One

The Alexander Hughes Community Center, City of Claremont

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Background: In 1995, the Claremont Unified School District (CUSD) declared its Danbury School site as surplus property. The site, which included a 31,000 square foot school facility and 9.5-acres of land, was adjacent to a 3-acre neighborhood city park. Danbury School, which was built in 1968, was an open-space school facility, containing no traditional classrooms. There were no permanent interior walls. The facility, which opened originally as a joint program for elementary school students and special needs students, has been closed since 1973 as a regular elementary school. Only the program for special needs students and some district administrative functions operated at the site after that time. City officials, who visited the facility, were aware that it had potential for rehabilitation and conversion to community center use. The building was particularly sited for renovation and reuse, since it was constructed with reinforced cinder block exterior walls, was Field Act certified, and the entire interior could be reconfigured. As the District began to consider declaring the site as surplus property, city staff began to seriously discuss the purchase and reuse of the building.

Project Description: In January 1996, the City of Claremont formally notified the Claremont Unified School District that it was interested in purchasing the Danbury School site. The City Council and the CUSD Board of Education held a joint meeting in March 1996 at which the City Council stated its commitment to purchase the site at market value, $1.6 million. At the time, the city did not have the full funding available, but provided the District with a $200,000 down payment. The city and the School District have forged a strong relationship over the years, and the District felt that the City would “make good” on its promise to find the balance. The city completed payment of the balance of the purchase price at escrow closing, on June 30, 1997.

In June 1996, the City of Claremont was approved for an allocation of $1.175 million to be used for the renovation of the Danbury School site as a part of the 1996 Los Angeles County Proposition A Park Bond. The city subsequently packaged seven additional funding sources to pay for construction costs.

With the purchase of the property, the city not only gained a facility ready to be renovated into a new use, but was also able to preserve open space by adding 9.5 -acres to adjacent Lewis Park.
Design process: In August 1996, city staff held a neighborhood meeting at the Danbury School site to provide information on the proposed use of the facility as a community center and to receive public input related to suggestions and concerns about traffic and noise, there was wide support for the renovation and reuse of the building. Since the School District had minimal activity in the building, neighbors had expressed concerns that it had become an eyesore and subject to inappropriate activity. Neighbors felt the city would significantly improve the look of the building, the landscaping, and that increased use would enhance neighborhood safety.

In May 1998, the city hired architect Peter J. Pitassi, A.I.A. for the project. Mr. Pitassi was hired using a citizen's review panel of three members. During the summer of 1998, the architect and city staff held three design charettes to provide direction as to the community and city’s vision for a community center. The first charette was held with Human Services Department staff, members of the Human Services Commission, and members of several standing Human Services community committees. The second charette was held for members of the community. At this charette, which was attended by dozens of residents, participants toured the building, heard presentations of the kinds of programs currently offered by the Human Services Department, and brainstormed the kinds of additional activities and services that could be offered. Participants then worked in groups to develop “bubble” drawings of how the building might be laid out. The final charette was held with Human Services contract instructors and community group representatives.

In July, 1999 the City Council formally named the new community center for Alexander Hughes. Mr. Hughes was a long-time community volunteer, former principal of Claremont High School, and was the Mayor of Claremont, and Associate Superintendent of Schools at the time of his death in December 1989. Mr. Hughes was a strong advocate for close school and city relationships. The Hughes family home is across the street from the community center.

Based on the significant input that he received, Mr. Pitassi presented developed designs for the facility and in June 2000, the City Council approved the design and authorized going out to bid for the project. A groundbreaking ceremony on July 16, 2000 marked the start of construction.

Design features: The original Danbury School building was built like a fortress. There were no windows, and it had a dropped ceiling resulting in interior spaces that were dark and somewhat depressing. Additionally, the operating systems (HVAC) were antiquated and inefficient. The building had been originally constructed as an all-electric building. The exterior walls, which were cinder block construction with brick exterior, and the steel deck roof system, were in excellent shape. Early in the design process, the city asked the architect to develop ways to “open up” the building. Additionally, the city directed that state-of-the-art building operating equipment and systems be included. The City mandated that the facility be ADA accessible.

As a part of his design, the architect removed all interior walls and completely rebuilt the interior of the building. He added glass block window inserts along all of the exterior walls, and
added large glass storefronts to several locations throughout the building. The architect also added skylights, and in the large public spaces (entry hallways, large activity rooms, and Human Services offices) he moved the ceiling height to the steel deck, exposing the beams, vent systems, etc. which were painted forest green. The architect designed the building to have a large entry corridor, with a sweeping front counter for registrations, information, and equipment check out. A wide access corridor was designed as the “Gallery” with spaces for display of public art. This access corridor connects meeting rooms, the physical activity room, childcare, the dance studio, the reading room, and the creative arts center. It is a dramatic space that has good use of natural light, formal seating areas and several paintings and pieces of three dimensional public art. All interior rooms were given window or storefront entrances to enhance the open space feel. A community kitchen was added, bringing the total square footage of the building to 32,000 square feet.

Finishes for the building were chosen to add a sense of high quality and functionality. They included terra cotta ceramic tile floors with rose colored marble inserts, and a rose colored marble covering for the large front counter. Interior finishes included vinyl wallpaper in many hallways and meeting rooms, and oak book shelves for the reading room, which also includes a fireplace. Meeting rooms and the library received specialized carpet treatments. Restrooms were designed to be high quality and included elaborate wall and floor tile designs and upgraded finish work.

*Exterior improvements to facility and site:* The project included significant improvements to the site, as well as to the original facility. The site was completely re-landscaped, which was a major improvement since the School District had never completed landscaping on the original site, leaving 25% of the site as raw dirt and scrub. Additionally, all of the previous landscaping had deteriorated and become overgrown due to lack of maintenance over the years.

The new site plan integrated the open space into a park like setting, connecting the site to the existing neighborhood park site. The new larger park includes trees, turf, seating areas, walking trails, basketball courts, and a soccer field. The original parking lot was reconfigured and re-landscaped to provide easy customer drop-off, additional handicapped parking spaces, and to serve as a transportation stop for the city’s dial-a-ride transit. A new 75-car parking lot was added to the south side of the site, which also provides parking for the new park amenities.

*Enhancement in recreational opportunities:* The final design for the Alexander Hughes Community Center reflects a strong focus on enhancing the community’s opportunity to access recreation classes and activities, while providing much needed space for community meetings. The Hughes Center was designed with a variety of rooms that could be utilized for recreation classes of all sizes, as well as for hosting community groups. The Hughes Center includes the following facilities:

- A 3,000-square foot dance studio with mirrored walls, floating wooden floor, and state-of-the-art sound system.
• A 3,000-square foot physical activity room with matted floor that house gymnastics, karate classes, and has a rock-climbing wall.

• A 2,500-square foot creative arts center that includes classroom space for all levels of art instruction, crafts instruction, a ceramic kiln, arts patio, and double darkrooms (color, and black and white) with photo studio.

• A state-of-the-art childcare center with enclosed exterior play yard. This allowed the City to open a second affordable preschool location.

• A community computer center with ten computer stations, full internet access and printers. The computer center is available free to all center users.

• Meeting rooms ranging in sizes to accommodate from 25-150 people. All meeting rooms are equipped with motorized movie screens and conference boards.

• The largest meeting room was designed to serve as an alternative City Council Chamber and has thirteen microphone stations, plus wireless mike. It also has a state-of-the-art sound system, and was set up for Power Point presentations. A community kitchen was added to this room as new construction. The room was designed so that it could be used separately from the remainder of the center. It has its own restrooms, two entryways and an exterior patio with fountain.

• A library/reading room with a fireplace and access for lap top computer use. The library maintains subscriptions to more than a dozen magazines and several daily papers.

• An entertainment center with large screen television, surround sound, DVD, VCR, cable, and satellite dish. Human Services maintains a stock of films (PG only) that can be checked out at no cost from the center's front desk.

• A game room with billiard, table tennis, and foosball tables, along with game tables. Board games can be checked out at the center's front desk.

• Significant administrative office and storage space for the Human Services Department, with separate storage areas for special events, sports, records, etc. Additionally, each activity room in the facility has several large storage closets.

Community use of the Hughes Center: The Alexander Hughes Center opened for public use on July 16, 2001, almost a year to the date after groundbreaking. The opening of the Hughes Center has brought about a 300% increase in the number of recreation enrichment and life-long learning classes offered to the community. Additionally, the center has provided meeting space to numerous community groups of all sizes, ranging from the Girl Scouts to the League of Women Voters. The Claremont Unified School District has become an active user of the facility. Some community groups, such as the University Club of Claremont, the Rotary Club, the Veterans of Foreign Wars, and the Senior Computer Club, now meet weekly at the Hughes Center. Numerous city-sponsored groups (Committee on Human Relations,
Committee on Disabilities, etc.) meet at the center and it has become a key site for city staff training. The center drew 55,000 persons in its first year of operation and 75,000 in its second year.

With the opening of the Hughes Center, customer service hours were extended to Monday through Thursday, 7:30 a.m. until 9 p.m., Fridays from 7:30 a.m. until 7:00 p.m., and Saturdays from 8:00 a.m. until 5:00 p.m. This has greatly increased the number of hours that residents can enroll in classes, utilize day care, or receive information about city programs and services. The center maintains flyers and brochures on a wide range of city services and provides information on the activities and programs of local non-profit agencies. The center also houses several public art pieces including the prominent “Claremont Stelae” that was created by artist Wayne Healy of the East Los Streetscapes.

**Operation and maintenance:** As part of the construction of the Alexander Hughes Community Center, all of the building’s systems were modernized to provide maximum efficiency while providing a comfortable and welcoming environment. Windows, skylights and glass block were added to the building to provide natural light sources. Prior to the renovation, the building was an all-electric building, heated by a radiant heat system located in the ducting. This system was removed, gas service was supplied, and a fully automatic, computer-monitored and controlled heating and air condition system was installed. The system is fully automatic and zone controlled so that it can meet the needs of the building as the various programs demand. Computer controlled, high efficiency lights were also installed throughout the building, backed up by an emergency generator capable of providing power to the entire facility in the event of an emergency. To augment the efficiency of the building’s system, 12-inches of foam insulation was installed on the roof and the interior of the building is insulated throughout.

**How is it working? What is going well and what could be improved?** The concept, design, construction, and now active use of the Alexander Hughes Community Center not only met a long-standing community need, but also allowed for the preservation of open space and for the reuse of a long neglected facility that had much life left in it. This was a project that was a winner for the community in multiple ways. The opening of the Hughes Community Center will benefit Claremont for years to come.
Project Two

*Park Guidelines for Off-Highway Vehicles, National Off-Highway Vehicle Conservation Council*

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**Project description:** *Park Guidelines for Off-Highway Vehicles* is a comprehensive 196-page resource guide to assist state and local agencies in the planning, development, enhancement and operation of off-highway vehicle (OHV) recreation facilities. The 196-page book:

- Answers common questions that arise when development of an OHV park is desired or proposed;

- Provides information to the OHV public on community planning and coalition building necessary to promote local OHV park planning efforts and to develop local public support for an OHV park;

- Provides information and resources to the OHV public, youth group leaders and governmental agencies that will encourage and assist them in the development of OHV parks, youth activities, safety training, and environmental programs;

- Provides information that will assist governmental agencies and the private sector in planning, designing, funding, operating and maintaining new OHV and upgraded parks that meet the needs and desires of the OHV recreation community while addressing environmental and general public concerns; and

- Offers ideas, resources and suggestions to managing governmental agencies and private owners of OHV parks that will enhance ongoing activities and encourage development of additional programs.

**What led to this innovative idea?** Population growth accompanied by urban sprawl and environmental concerns have produced a countrywide shortage of appropriate and legal areas to ride and drive off-highway recreation vehicles. Urban opportunities, particularly within or near major population centers are particularly limited. Local motocross tracks, where available, usually offer only limited opportunity and normally do not adequately address environmental and social concerns.
In addition to a shortage of OHV recreation areas, there have been no books or body of compiled information that addressed the specific and unique design, development or management needs for an OHV park.

In 1995, during meetings between the Los Angeles County Park and Recreation Department, the Off-Highway Motor Vehicle Recreation (OHMVR) Division of California State Parks and several OHV leadership enthusiasts, the concept of small, urban or “postage stamp” parks was discussed. Prior to these discussions, Los Angeles County had been looking for several hundred acre blocks of land on the more open fringe areas of the county. The recreationists and the OHMVR Division believed that parks closer to population centers and designed for an urban setting could provide more accessible recreation opportunity, training along with multiple social, environmental, and economical benefits.

**Who was involved? Which agencies, organizations or groups contributed to this innovative concept?** Development of the *Park Guidelines* was coordinated and funded by the National Off-Highway Vehicle Conservation Council (NOHVCC). NOHVCC is a national non-profit (501) non-membership educational foundation who’s primary purpose is to develop and provide a wide spectrum of programs, materials, and information or “tools” to individuals, clubs, associations, and agencies in order to protect, enhance, and expand responsible off-highway vehicle recreation opportunities across the country.


The sponsors and 35 additional partners, including individuals, the book’s graphic designer, David Evans and Associates; cartoonist Jerry Barnett; OHV interest groups throughout the country; and county and state agencies contributed valuable advice, gratis work, photographs, and documents for the Park Guidelines.

**How is it working?** The National Off-Highway Vehicle Conservation Council holds all rights to the contents of *Park Guidelines for Off-Highway Vehicles*. Book sales are handled through the NOHVCC home office. In addition to the book, NOHVCC is able to provide an “Introduction to OHV Parks” CD, referrals to operating parks and contact information for professional consultants.

*Park Guidelines* may also be purchased through the National Recreation and Park Association. NRPA is the initial publisher of the book. However, should NRPA decide at any time not to print further copies of the *Park Guidelines*, all publishing rights return to NOHVCC.

By May 2004, over 900 *Park Guidelines* books were sold and distributed throughout the country. With grant support from the RTP [Recreational Trails Program] Program, copies of the book were provided to every RTP state trail administration office in the United States. Distribution of the book has included sales to Canada, Australia and Great Britain.
What would you say went well?

- **Funding and credibility**: There was little difficulty in locating project funding and support. Sponsors were selected that had a strong interest in well-designed, well-built and managed OHV parks, and would receive direct benefit from publication of the book. Concise application letters outlined the project, stated what support was being asked, identified specifically how the support would be used, and what was the value of a produced book. Every sponsor approached provided full support.

  Partnerships with OHV interests throughout the country and throughout the project produced the most current information available and referrals to other sources for difficult to find information.

- **Credibility**: *Park Guidelines*, being written by a professional park designer and published by the National Recreation and Park Association, received immediate credibility from diverse target audiences traditionally not aware of or not interested in developments of OHV parks.

- **Sales**: Book sales remain strong by marketing through the sponsors, the NOHVCC national communication network, periodic articles to special interest media, and word of mouth.

- **The Future**: The future of the book is protected. NOHVCC purchased all rights to the book through contract with the author. NOHVCC may sell the book directly. And, publishing rights, should the National Recreation and Park Association ever decide not to reprint, return to NOHVCC.

  NOHVCC will keep the book in print and plans to develop supplements to the *Park Guidelines* in the future.

What could have been improved? The project was a classic example of learning by doing. Lack of experience, insufficient research and sought out advice about publishing a book resulted in unnecessary delays and significant additional costs in graphic design, layout and rewriting.

  Obtaining photographs that were of reprint quality, would correctly illustrate the text they were needed for, and would meet the photo standards of NOHVCC was far more difficult than expected. In many cases these photographs did not exist. Planning should have allowed time and funding for photo travel.

  Editing draft materials to meet the standards of NOHVCC and sponsors while being sensitive to the author’s expertise, style and personality caused significant cost increases and delay in final printing. Lesson learned is that NOHVCC had the expertise to write the book. Hiring the same author to edit the book rather than write it, could have produced the same book and avoided many difficulties.
Why do you think this would be of interest to other service providers? There is great interest and need for expert and current information on all aspects of off-highway vehicle recreation. Park Guidelines for Off-Highway Vehicles is a good, first-step compilation of information regarding the planning, design, construction, operation, and maintenance of sustainable and high quality OHV recreation areas.

[A sample letter seeking support for this project and a sample publication agreement can be found in the appendix of the on-line version of this publication. www.parks.ca.gov/PARTS Appendix IV]
Project Three

Master Plan Project for Parkland that Engaged the Public in its Design, City of Cupertino

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Project Description: The Cupertino City Council engaged the public in the planning of a master plan/vision for the 60+-acre Stevens Creek Corridor in Cupertino. To that end, a kit was distributed, free-of-charge. The kit provided information in many formats, including an aerial photo, 30” x 40” base maps, templates of a variety of park amenities, mini kit for designing roads and trails, ruler 1”=100 ft. scale for maps, pencil, historical information, community surveys, and other important documents pertaining to the land. Also provided was visual information and instructions in the form of either DVD or videotape.

The kit was developed with the knowledge that most people would have no architectural landscaping education and/or experience.

Approximately 320 kits were distributed and 108 visions were returned. The visions came from individuals, businesses, groups, several 6th grade classes, and one college class.

What led to this innovative idea? The goals were to engage the public in the planning process so we could minimize the effects of park operation on surrounding residents, preserving and restoring the creek corridor and wildlife habitat, and providing a trail that would accommodate a variety of uses.
Corridor kit gaining a reputation

By Jennifer Zhang

The Stevens Creek Corridor between Blackberry Farm and McClellan Ranch Park has sparked national interest, and the reason has little to do with the riparian woodlands in the area.

The interest has more to do with the corridor project's design kits.

These kits are so comprehensive that they have become models for other planning professionals.

"We've gotten requests for design kits from a number of people who do park planning, including one planner as far away as Ontario, Canada," says Therese Smith, director of the city's parks and recreation department.

As a tool for Cupertino residents to share their vision for the 60-acre corridor, each kit contains three sprawling maps of the property, a large aerial photograph of the parkland, instructional DVDs and a thick packet of additional background information about the corridor.

Template sheets containing cutouts for parking spaces, community gardens,
sports facilities and more are included in the kit, and there are materials such as yarn, thread and ribbon to represent a multi-use path, a pedestrian path and a road, all of which can be pasted on one of the maps.

"We've included everything you would need to begin to prepare a conceptual plan," Smith says.

Smith first thought about creating the kits in the summer of 2002. At that time her department had just concluded a feasibility study on the Stevens Creek Trail, a project planned for the 60-acre corridor, which covers the areas of Blackberry Farm, McClellan Ranch and the Stocklmeir and Simms properties.

Besides disagreement from the community about what kind of trail to put in, the project also raised many issues regarding the long-term use of these properties. That was when residents criticized the project's process and when Smith began thinking about how to address the complaints.

"We held eight focus groups to hear residents' concerns, and we heard over and over again that three minutes to speak at a public meeting was not enough time to communicate ideas. So I started thinking about preparing the kits," Smith says.

"Over the two-year period, there were people who committed nearly a hundred hours to attend public meetings on the trail study," Smith continues. "I figured if folks were willing to spend that much time on an issue, it would be a good idea to give them some tools to work with so they could share their ideas."

A team of staff and consultants assembled and distributed 320 kits to interested individuals and groups during a kickoff meeting in March. Participants have had 30 days to generate their proposals. The deadline for kit submittal is April 24.

"After that we'll know more about how good an exercise this was, but from the feedback that I've received so far, I think the council and parks and recreation commission will have a lot of good ideas to look at," Smith says.

The Cupertino City Council and parks and recreation commission will meet in a joint study session on May 12 to peruse all the submitted kits.
Renette Park Plaza, City of El Cajon

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Project Description – What led to this innovative idea? The Plaza, which opened in October 2002, is the newest addition to Renette Park. Renette Park is a five-acre park in a residential neighborhood of single-family homes and apartment complexes and is within short walking distance of an elementary and middle school. The park includes a community recreation center, an outdoor-lighted basketball court, an ADA accessible tot lot playground, and an open play field utilized by youth sports leagues and the community at large.

The Plaza replaced two “huts” in the park built in 1959 and a concrete slab used as a play area for handball (up against the “hut!”), 4-square, tetherball and general play. Frequently, youth skated in this area as well. The Plaza’s goal was to maintain play space, but to enhance it structurally and visually, expand the area’s use to address neighborhood needs, and enhance the safety and visibility of the park.

The Plaza was specifically designed to complete the park with progressive and innovative features as well as to address the strong emerging need for places for youth to skate. The Plaza was also designed to match the surrounding areas of the park, and provide a skating area that blends with the park setting by combining elements like ledges, boxes, rails and quarter pipes with park furniture such as planter boxes and benches. The Plaza also includes a small raised stage, with steps and handrails and a separated multipurpose play area for 4-square, tetherball and a ball wall. All of the features and surfaces in this concrete area are skate-able with steel coping on all edges of every feature.

The Plaza addresses the need for safe places for youth to skate in a small, already established neighborhood park. It serves as a satellite for our larger skate park on the opposite end of the city. The Plaza also addresses the need for a multipurpose play area for the neighborhood youth and an outdoor stage area for center events, Tiny Tot May Festivals and Teen performances.

The Plaza was funded by Community Development Block Grant (CDBG) and Proposition 12 funds.
Who was involved? Which groups, organizations, or agencies were involved? Who is managing the project now? The Plaza was the third phase of improvements that took place over a three-year period at Renette Park. Before the first phase began a community meeting was held to inform the neighborhood of intended improvements and to receive input. The planning team that coordinated the development of the Plaza consisted of Recreation, Parks and Police Department staff. The Recreation Department supervises the Plaza, along with Police Department assistance as needed, and the Parks Department maintains the area.

How is it working? What is going well and what could be improved? With the Plaza, we are now providing a safe and appropriate place for children and teenagers to skate. Before the Plaza was built, skaters were zipping through the recreation center and our busy, newly expanded center parking lot. Youth were attracted to the new, larger parking lot to perform their skating and biking tricks, which was undoubtedly an unsafe skating environment. With the completion of the Plaza, recreation staff is now able to successfully enforce that skating is only allowed in the Plaza area of the park.

Because the Plaza was designed to meet the strong emerging needs for youth to skate and replace the two outdated huts originally located in the center of the park, it has provided a more open space area thus allowing both center recreation staff, and police driving through the neighborhood, to see “from a distance” what is happening in the Plaza. In the past, the huts provided places for people to hide from view and do inappropriate activities. Increased visibility has eliminated that issue and thus provides a safer place for youth and teens to gather.

Additional uses for the Plaza include graduation ceremonies for both recreation and school programs, space for center activities, and informal games/tournaments, and as a dance stage for instructional dance programs. This outdoor amphitheater is an excellent way to celebrate community by sponsoring showcases in a natural park setting. The Recreation Department plans to increase those types of activities in the Plaza.

Providing a place for neighborhood youth to skate has been a great asset for our community. The Plaza area has enough challenging items (stairs and mounds) for the average neighborhood skater to enjoy, but it is not thrilling enough for the hardcore skaters to travel from other cities to use. It is truly the neighborhood’s skate area.

With this asset, there have been challenges as well. Teens are hanging out in the Plaza, which brings behaviors for which we were not prepared. The normal teen behaviors (hanging out after the park is closed and goofing around) have gone on without much interaction from recreation staff. The recreation staff has worked with the police department to deal with the teens that have been smoking and drinking alcohol in the Plaza, while also asking the teens in general to curb the foul language and play fighting, and to act as role models for the younger park patrons.

The community perceived that there was an increase in gang violence in the neighborhood since the Plaza had opened. While the neighborhood has experienced rising gang activity, it notably has not been due to the addition of the Plaza nor Renette Park. Unfortunately, the
local community is experiencing these social challenges with gang activity and as a result, recreation staff continually seeks opportunities to work with the local schools and community policing division to further educate the neighborhood on how to decrease gang behavior in the their community.

In hindsight, if you could do it over again, what would you change? Because the Plaza is an open, indirectly supervised, area of the park, safety gear enforcement and curbing negative teen behaviors has been a challenge. In hindsight, creating a fence around the Plaza area may have been a solution to the challenge of enforcing park rules in the Plaza. However, while a fence may help with rules and code enforcement, would also compromise the multipurpose scope of the area. Before considering a multi-purpose space such as a Plaza with skate-able surfaces, we recommend you take the time to consider your overall goal for a Plaza and prepare for the inherent challenges.

Why do you think this would be of interest to other service providers? Communities experience problems with youth skating in public areas. The Plaza concept has provided Renette Center and Park a safer alternative for youth skating in a safe open space area other than parking lots and sidewalks. In addition, the multipurpose stage can be used as a community-gathering place for center/park events as well as for various community-performing groups. In short, skaters use a skate park. A Plaza provides skate-able surfaces in a safe public domain in addition to augmenting “play” opportunities for youth, teens, and the community at large.
Skate Plazas or Mini Skate Parks: An Option For Communities With Limited Space

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Spring 2002
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Page 40

The skaters are congregating in front of local businesses, jumping their boards on and off of benches, bicycle racks, stair rails, etc. Patrons are being frightened away. Businesses want the kids removed or at least an alternative place for the boarders to go. The community agrees that something needs to be built. The local park and recreation department wants to build a skate park but it doesn’t have the space nor the funds. What is the alternative?

A skate plaza.

Smaller than a skate park which needs a minimum of 10,000 square feet, a skate plaza can fit into an already established park. The space needed for a skate plaza can be as small as 2,000 square feet and up to 7,000 square feet. Designed and decorated to match the surrounding areas of the park, a skate plaza easily blends in within the park setting by combining skateboard elements like ledges, boxes, rails and quarter pipes with park furniture such as planter boxes and benches.

Jeff Hutchins, Senior Associate with Lawrence R. Moss and Associates, doesn’t agree with term skate plaza. “The term skate plazas denotes dual purposes: relaxing park patrons and the high-energy sport of skateboarding. This is not necessarily a good mix.” Hutchins believes the term “mini skate park” is more appropriate and that seating should not be included in the mini skate park but outside where seated observers are less likely to be hit by wayward skateboards.

Hutchins also cautions agencies not to consider a skate plaza as the sole solution to a communities skate park needs. Unlike most large skate parks, skate plazas are not able to serve all skateboarding needs. Because skate plazas are smaller than skate parks, they have lower ramps, fewer elements and are more street oriented. They tend to serve the needs of beginners rather than the high-flying advanced skaters. He believes the best use of a skate plaza is as a satellite to larger parks. “Mini skate parks serve a purpose as a training area for beginners as well as a place for advanced skaters to practice certain tricks.”

Stephan Rose, Landscape Architect with Purkiss-Rose-RSI agrees with Hutchins. “A skate plaza alone will not meet the demand for skate space for most communities.” However, he believes that skate plazas may become a new trend for communities. “Skate plazas are ideal for communities with limited space for a skate park. They don’t attract large crowds and thus
fit well into a park setting.” Rose also notes that an ideal skate plaza will incorporate urban furniture and can incorporate durable recycled products.

In July 2002 the City of El Cajon will be opening a large skate park and a few weeks later a skate plaza. The city is building the two areas to solve the needs of local skaters. According to Dave Knapp, Recreation Services Supervisor for the City of El Cajon, “Skaters were using the parking lot and other inappropriate areas of Renette Park to skate. We found ourselves constantly chasing the skaters off.” The large skate park is designed for more advanced skaters and will attract skaters from around the city. The plaza will fill a smaller niche. Knapp explained “We did not build the plaza to bring people from all over. It was built to serve the kids in the local neighborhood.” The City of El Cajon decided to make all structures in the plaza “skate friendly” by using coping on all edges of the plaza. Furniture, planters and even stairs and railing to a nearby stage will have coping so that skaters can perform their stunts with minimal damage to the surroundings.

Skate plazas can serve a community in several ways. First it gives skaters a place of their own away from businesses. It gives them objects to skate on while minimizing the amount of damage from skateboards. And lastly it allows a community with minimal space to still meet a pressing need. As Knapp concludes, “By building the plaza, we’re now giving the skaters somewhere to go.”

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City of El Cajon

Renette Plaza

We Create Community Through People, Parks, and Programs!

“A space to be safe and secure”
Project Five

Project Title: Final Action Plan, Stanislaus County

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Project Description: The City of Modesto, Parks, Recreation and Neighborhood Department and Stanislaus County contracted with a landscape architectural firm to complete an evaluation of the youth and adult sports facilities and programs in the entire county, and to project future program needs for the next twenty years. Based on these projections, the Final Action Plan Report identified the type and quantities of sports facilities needed in the county, as well as separately for each designated community. The report identifies the amount of land that will be required, the estimated cost of development and the estimated cost of annual maintenance for these facilities. Also identified in the Final Action Plan Report are existing and potential future funding sources and strategies to develop these facilities. In order for this report to be as accurate and successful as it was, the participation of the other eight cities in the county, the five municipal advisory councils and the citizens of each community (through a series of community workshops) were needed.

What led to this innovative idea? Due to the increases in youth and adult sports organizations in the area, staff and officials from both the City of Modesto and Stanislaus County hypothesized that it would be valuable to create a shared network of facilities that would include one or more regional sports complexes. Large sporting events needed to book numerous venues. There was an obvious need to work together to provide facilities to meet the needs for these events.

How is it working? The Final Action Plan Report is now used as a guideline to develop much-needed regional sports facilities in municipalities throughout the county. The information guides all of the cities in the county in building the right type of sport facilities and it creates a networking opportunity to bring in more revenue. The plan is a story of cooperation and collaboration that supports local organizations, encourages an outcome that might not other wise be possible, and it provides resources and information to a broader audience.
Regional Sports Facility Study

Stanislaus County City of Modesto

Final Action Plan Report
April 2002

Ceres
Denair
Empire
Hickman
Hughson
Keyes
Modesto
Newman
Oakdale
Patterson
Riverbank
Salida
Turlock
Waterford
Introduction

The purpose of the Regional Sports Facility Study is to examine the existing uses, programs, facilities, demographics, and financial resources associated with sports within Stanislaus County. Understanding the current circumstances allowed for the projection of sports facility needs per community within Stanislaus County, over the next twenty years. Using these projections, recommendations were created, aiming to meet these needs spatially and monetarily for the region as well as the individual communities.

Within Stanislaus County there are several levels of sports delivery systems. These include recreational leagues, competitive leagues, school programs, and pickup games. This study surveyed only those programs which utilize public facilities. We have quantified the programs, participation, and facility type, and have determined the amount of game and practice fields currently available.

Once the quantification of the existing facilities and programs was determined, the study utilized demographic growth expectations to project game and practice needs. Facility usage was then compared to the existing quantities of available fields and facilities. This developed into a quantification of needs based upon current needs (zero to five years out), short term needs (five to ten years out) and long term needs (ten to twenty years out). Recommendations were then made for each region within the county, which were then broken down into recommendations for each of the individual communities involved.

The communities involved in this process were:

| Ceres       | Denair     |
| Empire      | Hickman    |
| Hughson     | Keyes      |
| Modesto     | Newman     |
| Oakdale     | Patterson  |
| Riverbank   | Salida     |
| Turlock     | Waterford  |

This project was created for several reasons. First, within Stanislaus County many of the sports facilities are shared by programs from adjacent communities, resulting in facility overuse and dilapidation. In order to get an accurate picture of the usage patterns for the county, the study relied on input from the communities.

Secondly, Stanislaus County is projected to grow substantially within the next twenty years and a general plan needed to be established to identify the current and future needs for athletic facilities and programs. Pulling resources together to develop a study and list of recommendations could only be accomplished by looking at the entire county and then providing recommendations for each community to meet the needs of tomorrow.

Thirdly, the support offered by Stanislaus County to help fund and develop the facilities and support the recreational programs within the entire county was a motivating factor. Many communities will depend on this funding support in order to meet their needs for the future. This report and its recommendations present a clear direction for sports facility development, based on the communities’ needs, for Stanislaus County.

Each community should utilize the recommendations and findings to plan for the future development of facilities, support of the athletic programs and their growth, and ways in which to fund the developments. It will be important for adjacent communities to collaborate in the development of new facilities, in order to make the best use of space, usage, and available funds.

Understanding and utilizing the information for the future of sports delivery systems within Stanislaus County is important. Much of the data contained in this report and appendix can be adapted and modified as new information becomes available. This enables the communities and the county to periodically update the numbers, thus generating a more accurate depiction of what each community needs. Specific athletic facility developments will need validation and additional community involvement as new facilities are planned.

Budget information and use area needs are identified to assist in the development of capital budgets, land purchasing, and generating funds for construction.
Study Process Overview

Time Frame

The City of Modesto and Stanislaus County contracted the beats group team in December of 1999 to begin work on the Regional Sports Facility Study. The heals group team included Economic & Planning Services, SportsPlan Studio and thebealsgroup, inc. The collaboration of these companies made it possible to combine knowledge and experience in order to approach the study in the most effective method to provide accurate recommendations.

This project also included a Technical Advisory Committee and a Task Force. The Technical Advisory Committee (TAC) included representatives from Stanislaus County and City of Modesto. They assisted in periodical reviews, input of the process, and coordinated the study with the Task Force and each community involved. The County of Stanislaus and the City of Modesto were an integral part of the project team and were necessary for successful data collection. The Task Force was represented by one or two community representatives. Periodic meetings were held with the TAC and Task Force to review overall planning and process understanding as well as refine materials and data collection.

The Regional Sports Facility Study project scope evolved as the project progressed, and the final phase of the project was completed at the end of 2001.

Process Explanation

The Regional Sports Facility Project was broken up into five phases. Each phase was designed to encompass a specific area of the study and lay the groundwork for the proceeding phases.

Phase I - Project Pre planning

The first phase, Project Pre-planning, laid the groundwork for the entire project. It was recognized from the beginning that an incredible amount of data needed to be collected to clearly and accurately understand the sports needs of Stanislaus County. The goals and objectives of the project needed to be clearly defined, stated, understood and agreed upon by all parties involved in the project prior to the study.

Following the project's start-up, Task Force Meetings were held to help create and explain the following project goals and objectives:

- Review the roles and responsibilities of the Task Force
- The planning process
- Vision setting
- Method of community input
- Establish a dialogue between the communities within the region.

Included in the Project Pre-planning phase were document reviews and the development of the Survey. The Survey was designed to be the primary source of information gathering for the entire project. The quality of the information provided directly influenced the quality of the final products and the extent of the long-term benefits for all parties involved.

Phase II - Environmental Scan

In order to accurately collect and understand the data, the Environmental Scan Phase was developed. The Environmental Scan identified the existing sports programs and facilities, trends and patterns, physical resources, and fiscal environment through surveys sent out amongst the communities. The results of the Environmental Scan provided the foundation for the study and the infrastructure for future phases. In addition, the environmental scan also included facility, program, and financial assessments, along with...
continued Technical Advisory Committee and Task Force meetings.

Phase II was extended as it became evident that the quantification needed to be verified for existing facilities, programs, participation and financial input. Although many of the communities of Stanislaus County submitted extensive data for survey, others had some difficulties in being able to quantify the participation in sports programs. More time was allotted to revisit the survey and update numbers that had been changed, not found initially, or were recalculated utilizing different methodology.

**Phase III - Analysis, Needs, and Visioning**

Project Visioning was the long-range planning stage which utilized the environmental scan information to develop broad conceptual ideas for the design and master plan recommendations. During this phase multiple vision plans were developed and designed as the guiding mechanisms for the project design phase.

**Phase IV - Design**

The Project Design includes the initial design for the delivery of the sports facilities to satisfy the current and projected needs of sports programs in Stanislaus County. Community Workshops, Technical Advisory Committee Meetings, and Task Force Meetings were held to explore and decide upon the design options. During this phase three sports facility delivery options were created and presented to the community.

**Phase V - Master Plan**

The final phase analyzed the quantitative results from the environmental scan and created recommendations based on the sports delivery option chosen. The facility recommendations included the quantity of facilities needed, the design and categorization of various types and sizes of facilities, what each type of facility could include, within which community they should be how much land each community would need to satisfy their needs, and an estimation as to what the facilities would cost.

The final product of this phase, and the culmination of the project, was the creation of the Master Plan. This report serves many purposes for this project: It is a summary of the project, describing the findings from all phases, showing facility types and recommendations, providing potential funding mechanisms, and developing a preliminary master plan for development based on the projections of future demand and funding availability.

Although this project technically ends with the completion of Phase V, the results and report will continue to be a useful tool for Stanislaus County. Not only will the report enable the communities to understand their sports facility needs, but they will also be able to continually update their needs as participation and trends in sports programs change or as facilities are

April 2002
IV. SERVICES TO UNDER SERVED/SPECIAL POPULATIONS
Project One

The Teens in Lakewood Care (TLC) Program, City of Lakewood, Recreation and Community Service

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Project Description: The purpose of this program is to provide limited, free home maintenance to Lakewood residents who are physically unable to do the work themselves and/or unable to pay to have it done. Volunteers from TLC tackle chores such as washing windows, gardening, removing debris and more. The volunteers are Lakewood Teen Board members (a leadership group made up of teens involved with the Recreation and Community Services Department) and students from four local high schools who give their time and talents to help others in need. Supervising the teens and work sites are adult members of the Lakewood Jaycees. The teens are matched up with a Jaycee crew leader, given a project site and assigned specific tasks to accomplish. The main project goal is to help residents maintain their independence by assisting with home maintenance. It also provides Lakewood area teens with an ongoing volunteer experience of helping their neighbors and the opportunity to work side-by-side with Jaycee members.

The desired outcome is two-fold. First and foremost is the positive outcome of helping your neighbors. Many of the TLC recipients are lower income residents who are in need of assistance with home projects. Without the help of the TLC program, these residents would not be able to have this work done. Second, it provides a meaningful volunteer opportunity for area teens to learn the invaluable lesson of helping others. They discovered that giving of their time and energy to the community is worthwhile, needed and very much appreciated.

What led to this innovative idea? The Teens in Lakewood Care (TLC) program began in January 1999 in response to a growing need in Lakewood. The Recreation and Community Services Department became aware that with an expanding senior population, there was a need to assist these residents with home maintenance tasks. The TLC program is an off-shoot of the successful Lakewood Volunteer Day program, which was started in 1997.

Lakewood Volunteer Day gave community groups and organizations a vehicle for stepping out in their community on a designated Saturday in April and helping a neighbor in need. Projects included landscaping, yard cleanup, painting fences, removing trash and debris and more. Because of its success and the need in Lakewood for a similar year round program, Lakewood’s Recreation and Community Services Department created the TLC program.
Planning for the program began in August 1998. A committee was formed, and a partnership was developed between the City of Lakewood, the Lakewood Jaycees and area high schools.

Who was involved? Which agencies, organizations or groups contributed to this innovative concept? A community partnership was formed with the Lakewood Jaycees in the fall of 1998. Their role was one of working side-by-side with the volunteer teens. Teens were recruited through clubs and organizations at four area high schools. Participants in the city’s Therapeutic Recreation program were also eager to become involved. These “specially challenged” volunteers have been an invaluable resource. It has also been an excellent mainstreaming activity for them. City staff has also provided site supervision and assistance with cleanup jobs. Partnerships with area businesses and organizations were then formed. Businesses such as the Lakewood Home Depot donated materials and support in the form of volunteer staff to assist with hard-to-handle tasks. Lakewood's refuse contractor, B-Z Disposal, Inc. donated or reduced the rate of trash bin rental and collection, a very necessary component of the program. Community organizations such as the Soroptomists and Rotary Clubs provided monetary support.

One of the most unique aspects of this program is the various city and county departments working together to make the program a success. The Finance Department assists with the TLC budget. The city’s Community Development Department assists with identifying homes that had unique code enforcement issues. When these special projects were identified, a nuisance Property Abatement Team, consisting of representatives from the Community Development Department, the Lakewood Sheriff’s Department and the Los Angeles County District Attorney’s office, were brought together. Their role was to work as a specialized group to tackle specific code violations, especially those of a legal nature. TLC teamed up with this group on several occasions to help with special project sites. Coordination with the Community Development Department has been beneficial in many ways. Specifically, they secured a block grant for this team and were able to assist TLC with funding for startup materials. This unique mix of departments working together created a “win-win” environment for everyone.

This combination of volunteers and community resources resulted in a major community impact. The greatest benefit is that the program is viewed as one of “neighbor helping neighbor.” In the large sprawl of Los Angeles County, it sometimes seems impossible to get that “hometown feeling” of a small community. The Teens in Lakewood Care program has helped create that feeling in Lakewood.

How is it working? What is going well and what could be improved? The program is working great. It provides teens with the opportunity to have a sense of community by helping their neighbors in need. Their repeat participation in the program demonstrates their commitment. Some of the teens have expanded their interest in volunteering by returning to their project site to help the resident with future needs, thus creating a lasting bond of friendship.
There are many positive results of this year-long program. At this time, there is nothing that we would change or do differently.

- The community receives the benefit of living in nice, well-maintained neighborhoods, thus providing residents with an opportunity to become involved and help their fellow neighbors. This program also gives community members a mechanism for addressing neighborhood clean-up issues.

- The city can now respond and resolve problems and complaints on neighborhood clean-up issues in a customer friendly manner. Prior to TLC, the only avenue was through the standard code enforcement process. The program is cost effective while providing various city departments the opportunity to work together for the common good of the community.

- Area businesses that support the program benefit in several ways. It gives them visibility in the community and an avenue to funnel their resources (volunteer, in-kind and monetary), thus creating a spirit of commitment to the community.

- The volunteers benefit in several ways through teens and adults working together. The adults provide leadership and prove to be good role models for the teens. The teens, in turn receive the benefit of working side-by-side with their friends, meet new teens from other schools. obtain invaluable volunteer experience that they can take with them in future endeavors, and leave them with a great feeling of helping someone in need.

- The program recipient is rewarded with one of the most important benefits of all. They not only get their home project completed by a caring group of adults and teens, they also are able to keep their dignity and independence. It also helps the resident feel less isolated as well because their neighbors and the city care about them enough to come to their home and help. It also gives staff the opportunity to provide resource and referral information to the person being served so that they may be helped with their ongoing needs.

**Why do you think it would be of interest to other service providers?** The program helps elderly and disabled residents maintain their independence by assisting with home maintenance. The majority of the TLC project sites are owned by low-income, elderly or disabled residents. Without resolution, the residents may have been forced to vacate their property. With the help of the TLC program, these residents were able to remain in their homes. It also gives area teens an ongoing volunteer experience. Over 100 youth participate in the TLC program annually. Most of the teens volunteered for more than one project.
The program is run from September through June, every other month, however, requests can be made throughout the year. Project sites are chosen based on the number of applications, the prioritized need and the ability to match TLC volunteers with project sites. TLC serves Lakewood residents who meet the qualifications.

This community volunteer program is sponsored by the City of Lakewood and the Lakewood Teen Board, in cooperation with the Lakewood Jaycees.

For information on volunteering, please call the Youth Center at (562) 429-7472.

*If you know any home sites to be considered for this program or if you would like an application, please call (562) 630-6141. ■*
The project goal is to help residents maintain their independence by assisting with home maintenance. It provides Lakewood area teens with an ongoing volunteer experience of helping their neighbors. It also gives them the opportunity to work side by side with adults who are leaders in the community.

TLC provides free home maintenance to Lakewood residents who are physically unable to do the work themselves and/or unable to pay to have it done. TLC is a cooperative program between the City of Lakewood, area high school teens, the Lakewood Jaycees and the TLC crew. The TLC crew tackles outside chores such as general debris cleanup, weeding, trimming, planting and light painting.

TLC volunteer teens are students from local high schools who give their time and talents to help others in need. Supervising the teens and work sites are adult members of the Lakewood community. The teens are matched up with an adult crew leader, given a project site and assigned specific tasks to accomplish.
Project Two

Teens with Disabilities Job Training Opportunity Program, Rancho Simi Recreation and Park District.

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Program Description: The Rancho Simi Recreation and Park District has partnered with two local high schools. Both schools have programs to prepare students with disabilities for future employment. The school staff continually looks for job training opportunities to give students experience, training, and increased self-esteem.

Through our volunteer program we have made the following “jobs” available for these students:
1) Hand-watering of plants in areas without irrigation.
2) Refilling Mutt-Mitt stations with Mutt-Mitt bags for the public to use to keep animal waste products out of the parks and the storm drain system.
3) Students, along with a school aide, visit one park each week to inspect for repairs needed, hazards, and all-around park checks. They fill out a report and our staff follows up as needed.

What led to this innovative idea? Each party had a need to fill, so we put them together. Everyone benefits.

Who is involved? Which agencies, organizations or groups contributed to this innovative concept? This program is a partnership with five agencies:
a) The County of Ventura allocates some funding for Mutt-Mitt stations and a small allotment of Mutt-Mitts each year. The county gives all of these items to the City of Simi Valley.
b) The City of Simi Valley does not own parks, so they turn everything over to us (Rancho Simi Recreation and Park District).
c) Boy Scouts install the Mutt-Mitt stations as an Eagle Scout project.
d) The high school students with disabilities, along with an aide from their school, visit parks on a weekly route to refill the stations (approx 50-60 stations in our park system served and are serviced semi-monthly).
e) The five agencies and groups include:
   • County of Ventura
   • City of Simi Valley
   • Rancho Simi Recreation and Park District
   • Boy Scouts
   • Students from two local high schools
How is it working? What is going well and what would you say could be improved? Everything is going well. The project is year-round. The high schools appreciate the job opportunities and we appreciate the volunteer help. We are a victim of our own success. The challenge we have is finding additional money to fund the Mutt-Mitts project on an annual basis. The kids supply the labor, the public uses the mitts. We need more mitts to keep up with the demand.

Why do you think it would be of interest to other service providers? Anyone with the same groups may be able to make the same project work. All it takes is some creative thinking and the willingness to work together for the benefit of all.
Project Three

A Story of Collaboration, Mendocino District, California State Parks, and Mendocino County Mental Health

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Project Description: Mendocino County Mental Health works with the Mendocino District, California State Parks, on a back-to-work program for mental health clients. Mendocino District provides a crew leader, crew transport, tools and a place of work for a group, to not number more than six mental health clients, who are attempting to get back into the workforce. The program goal is to prepare the clients to go back to work by teaching them to be punctual, to leave personal issues at the door, to follow directions, to have appropriate public behavior, some basic job survival skills, and at the same time support the Mendocino County Mental Department.

What led to this innovative idea? In March of 2002, Rene Timmons from Mendocino County Health approached Peter Braudrick, the Mendocino District Maintenance Chief, about the possibility of using State Parks as a work location for a back to work program with the County Department of Mental Health. The model for the program was the “Village Project” in Los Angeles.

The County had never dealt with State Parks before and it took 18-months to finalize the Memorandum of Understanding. Job descriptions were developed, work projects looked at and the hiring of the right person for the crew leader with backups.

How is it working? What is going well and what could be improved? The program has been in place for nine months [as of June 2004]. We have had a couple of people make it through the program to completion. Due to the limited population in the area, the County decided to include people with physical disabilities as well. The crew has completed construction of a trail at Mendocino Woodlands State Park, painted the interior of a residence at Van Damme State Park, performed a variety of beach cleanups and combination building scrub downs, fence building, trail repair, vegetation management, campsite cleanup, and the dismantling of an old mobile home. These are just a few examples of the projects completed. With funding cut backs and the lack of seasonal staff, the crew has plugged a staffing need with little cost to the District. The program has changed some of the Park staff’s perception of what constitutes “mental health issues” with the realization it could be any of us in the program.
The Crew Leader and District Maintenance Chief continue to go to training sponsored by the County on dealing with a variety of training issues and problem solving skills. County Mental Health benefits from having additional clinical support staff paid for with grants to the program. The County provides transportation to Russian Gulch State Park for the clients. In rural counties, such as coastal Mendocino County, State Parks often plays a major role in employment. With the closing of the lumber mill in Fort Bragg, California State Parks is the third or fourth largest employer, and has a major role in the tourist economy of the county.
V. OPERATIONS AND MAINTENANCE
Project One

Resolving Playground Sand Compaction, City of Bakersfield, Recreation and Parks

Contact: Ed Lazaroti, Supervisor II
Recreation and Parks, City of Bakersfield,
900 Truxton Avenue
Bakersfield, CA 93309
(661) 326-3171
(661) 864-0861 (fax)
elazarot@ci.bakersfield.ca.us

Project Description: We tested four different combinations of tractors and implements to find the best equipment to resolve playground sand compaction problems. The following combinations demonstrated limited promise: thirty horsepower, four-wheel drive tractor and three-point disk, a 48" tiller and a shovel type implement. These combinations either created large amounts of dust or failed to fluff the protective surfacing to the required depth.

We decided on a twenty horsepower tractor with a spring tooth harrow with seven-inch shank sweeps. Minimal dust was created and the harrow tilled the protective surfacing to a depth of six plus inches. We also incorporated use of a portable high-pressure washer to clean the rubberized protective surfacing and remove graffiti from playground equipment.

What led to this innovative idea? There were two reasons that led to the development of a new method for playground surfacing maintenance program. The first reason was to comply with U.S. Consumer Product Safety Commission and ASTM (F1292-93 and F1487-98) that requires safety standards for playground protective surfaces. F14387-12.2.1 states, “owner/operator shall maintain the protective surfacing within the use zone of each play structure in accordance with Specification F1292 appropriate for the fall height of each structure.” Our playground surfaces require loose fill material, in this case sand, maintained uncompressed at a depth of six inches below the surface.

Second, we were using a cumbersome 50 horsepower tractor and 84” tiller to fluff the sand. This large piece of equipment prevented close tilling near the playground toys and was hard to maneuver. The process created so much dust it became a hazard to the environment and the operator. When the operation was ongoing, you could see the dust a mile away.

Who was involved? Which agencies, organizations or groups contributed to this innovative concept? The City of Bakersfield Recreation and Parks, Employee’s Union and South Kern Machinery were involved in testing different pieces of equipment and making the selection.

How is it working? What is going well and what could be improved? We hired PlaySafe, LCC to test the protective surfaces tilled by the John Deere tractor and spring tooth harrow.
They used a Triaxial accelerometer that measures impact in three dimensions and processes it into G force and Head Injury Criteria. These two measurements are the methods that the Consumer Product Safety Commission (CPSC) and the American Society of Testing and Materials (ASTM) use to evaluate the surfacing under and around playground equipment.

All protective surfaces tilled by the spring tooth implement passed the Triaxial accelerometer test. The new maintenance practice eliminated the amount of dust generated by the tiller and larger tractor. It solved the dust concerns about the health of the operator and for the environment.

Since the John Deere tractor is smaller, we have the capability to maneuver closer to the playground equipment. This decreases the amount of time required to till the sand lots properly. We are now on a two week cycle to till all of our sand lots.

Why do you think this would be of interest to other service providers? The actual cost of the spring tooth harrow is $750. There is minimal maintenance required for this implement. The harrow requires a twenty plus horsepower tractor to pull it. It is a simple way to reduce a maintenance headache and achieve compliance with CPSC and ASTM standards.

Playground Maintenance

What does a John Deere tractor with a spring tooth harrow have in common with Recreation and Parks playground equipment? The answer comes in two parts, first complying U.S. Consumer Product Safety Commission and ASTM (F1487-01 and F1487-98) safety standards, and, secondly, the environment.

Consumer Product Safety Commission standards require loose fill material or rubberized protective surfacing installed to protect a child from a fall off playground equipment. Recreation and Parks uses sand for loose fill material and rubberized protective surfacing for American’s with Disability Act (ADA) access to playground equipment for handicapped persons. CPSC’s standard requires sand to be maintained uncompressed to a depth of six inches below the surface. It is our responsibility to fluff the sand so the required depth compiles with CPSC for the safety of children. Sixty percent (60%) of the injuries occurring in playgrounds are a result of falls from structures.

Recreation and Parks has taken steps to develop a maintenance program to keep our playgrounds in compliance. In prior years, Recreation and Parks periodically used a large tractor with a tiller to fluff the sand. The tiller created so much dust from the process of fluffing the sand that it could have caused a health problem. To eliminate this problem, we have implemented the use of the small 4-wheel drive tractor for easy maneuverability in the play areas combined with a four-foot spring tooth harrow with sweeps to fluff up the sand. With virtually no moving parts, less dust is created which reduces potential health hazard caused by excessive dust. This maintenance procedure is expected to be done on a monthly basis, along with high pressure washing of the protective surfacing to remove the accumulation of sand. The washer is also used to remove stains and graffiti from the playground equipment.
Project Two

Standard Landscape Specifications Manual, Valley-Wide Recreation and Park District

Contact: Sam Goepp, General Manager
Valley-Wide Recreation and Park District
P.O. Box 907
San Jacinto, CA 92581
(909) 654-1505
(909) 654-5279
goepp@linkline.com

Project Description: A Standard Specifications Manual for park operations and maintenance was created for the purpose of providing information to contract applicants and developers regarding the requirements to meet Valley-Wide’s standards on parks and recreation facilities, open space, and streetscapes.

What led to this innovative idea? Having 30-years of park experience led me to this idea. There was a combination of developers requiring constant supervision, and not understanding park development standards and construction. The manual was developed to address development needs and to reduce staff’s overall involvement. This program has been in place since 1979.

Who was involved? Which agencies, organizations or groups contributed to this innovative concept? The park director and the community. It is important to hold neighborhood meetings. Ask the community what they want and allow them to design the park facilities to meet neighborhood and community needs. Specifications are utilized to meet park concepts developed through neighborhood meetings.

How is it working? What is going well and what could be improved? Works great! The manual eliminates second guessing from the development community and landscape architects. The park district has to maintain the resulting facilities, so the manual makes it easier for us. All of the designs are done to meet our equipment. There is also a standardized central computer system for locks, lighting, and irrigation. This cuts down on wasted man-hours and results in energy savings.

[Selected pages from the Manual are attached.]
Valley-Wide Recreation & Park District

Standard Landscape Specifications

Prepared by: Land Development Consulting
Revised: May, 2003
I Introduction

a. Valley-Wide Recreation and Park District hereinafter referred to as “Valley-Wide”.

b. Properties maintained by Valley-Wide, hereinafter referred to as Landscape Maintenance District (LMD). These projects are composed of three categories:

i. Streetscapes
   - Entries and entry monuments
   - Medians and parkways

ii. Park and Recreation Facilities
   - Neighborhood parks
   - Community parks
   - Sports parks
   - Hiking and bicycle trails

iii. Open Space
   - Detention basins
   - Drainage channels
   - Other

c. The owner or developer whose project falls within these categories may wish to submit to Valley-Wide for dedication, thenceforth becoming a Valley-Wide LMD. This book is for the purpose of providing information to the applicant/developer regarding the requirements to meet Valley-Wide standards. This information only applies to Valley-Wide maintained areas, not the entire project site.

II Plan Format (General)

a. All drawings must be submitted to Valley-Wide for plan approval. Drawings must comply with all of Valley-Wide’s Landscape standards.

b. Working drawings for streetscapes must be no larger than 24” x 36” in size. Parks or other areas may not exceed 30” x 42” in size.

c. Drawing scale shall not exceed 1”=40’0” unless approved in writing by Valley-Wide. Provide graphic scale to all scaled sheets.

d. Title blocks for drawings shall include:

i. Project name

ii. Owner/Developer name, address, telephone number, fax number and contact person

iii. Landscape architect’s name, address, telephone number, fax number and name of person drawn by

iv. Landscape architect’s seal signed and dated on each sheet

v. Project street address, location and tract number
II  Plan Format (General) – cont’

d.  
vi.  Hold harmless clause (all sheets)  
vii.  Date of drawings  
viii.  Revision block (update for every submittal)  
ix.  Sheet number block (indicating sheet____of____)  
x.  Valley-Wide approval on all sheets-lower right corner (See Exhibit “A”)  
e.  Title sheets shall include:  
ii.  Vicinity maps, index maps  
iii.  Contents with sheet description and sheet numbers  
iv.  Valley-Wide LMD square footage  
v.  Applicable utility company names and telephone numbers  
vii.  Reduced plan indicating Valley-Wide LMD area  
ix.  Note to read, “All work must conform to Valley-Wide standard landscape specifications”  
x.  Hold Harmless and Indemnification Clause (See Exhibit “B”)  

III  Specific Plan Requirements  

a.  Valley-Wide specifications must be incorporated to drawing sheet or issued as an exhibit with drawings.  
b.  Valley-Wide standard details must be incorporated into drawing sheets. No generic installation details will be accepted.  
c.  Only plant material listed on Valley-Wide’s approved plant list will be accepted unless otherwise approved in writing.  
d.  Plant material quantities must be in accordance with Valley-Wide’s plant material guidelines.  
e.  Planting plan must include a legend, which specifies plant symbol, quantity, size and detail number for each type of plant material specified.  
f.  Each plant material specified must have an individual symbol on plan and be indicated on legend. Abbreviated call-outs with general symbols will not be approved.  
g.  It is the intent of Valley-Wide to conserve water wherever and however possible. Valley-Wide encourages the use of drought tolerant plant material and drip irrigation whenever possible.  
h.  Turf areas for parkway and street landscapes may only be used near street intersections and high visible traffic areas. Typical streetscape shall have approved groundcovers in lieu of turf where possible.  
i.  Design irrigation with regard to water conservation. (See irrigation plan requirements section).  

IV  Minimum Plant Standards  

a.  Street Trees along R.O.W.  
ii.  Provide one each 24” box approved street tree @ 30’ spacing for average tree count  
ii.  Design tree layout to be in groupings 2-5 trees typical where possible
Minimum Plant Standards – Cont’

b. Trees for Parkways/Slopes
   i. Provide one each 15 gallon approved tree for every 700 square feet
   ii. For parkways/slopes under 20 feet in width provide one 15 gallon tree at 30’ spacing max. Design tree layout to be in groupings of 2-5 trees typical where possible. Quantities per sq. ft. excludes R.O.W sq. ft.

c. Shrub Planting for Streetscape/Parkway Planters
   i. Provide one each 1 gallon approved perennial flower/ornamental shrub for every 40 square feet
   ii. Provide one each 5 gallon approved ornamental shrub for every 40 square feet
   iii. All planters shall have groundcover and bark mulch

d. Shrub Planting for Slopes
   i. Provide one each 1 gallon approved perennial flower/ornamental shrub for every 60 square feet
   ii. Provide one each 5 gallon approved ornamental shrub for every 75 square feet

e. Ground Cover Planting
   i. Provide approved groundcover throughout all planters with rooted cuttings @ 12” O.C.

f. Slope Erosion Control
   i. Provide approved groundcover throughout all slopes with rooted cuttings @ 12” O.C.
   ii. All 2:1 slopes shall also receive Alysum ‘Royal Carpet’ hydro-seed in addition to groundcover
   iii. Slopes 2:1 directly adjacent walks or retaining walls may be subject to jute netting

g. Bark Mulch
   i. All planters must receive a 2” minimum layer of approved bark mulch
   ii. All slopes under 2:1 must also receive a 2” minimum layer of approved bark mulch

h. Wall Covering
   i. All tract walls shall have one approved 1 gallon vine @ 10’ spacing
   ii. All tract walls shall also have one approved 5 gallon ornamental shrub @ 3’ spacing
   iii. Material for wall covering is in addition to required counts per square foot
IV Minimum Plant Standards – Cont’

i. Layout

i. Design plants and ground covers to be in groupings of free-flowing patterns with variations in color, texture and height. Plants must be positioned so that the tallest are positioned behind smaller material. Formal, linear patterns are discouraged. It is our intention for the layout of all plant material to be of a natural, un-industrial scheme.

V Plan Submittal Procedures

a. The applicant owner/developer with properties considered for Valley-Wide dedication will need to submit the following:

i. A letter of request signed by owner/developer
ii. One copy of original deed to property or parcel; or easement documents
iii. One site plan (8 1/2” x 11”) or; on the required title sheet, identify all properties to be deeded over to Valley-Wide
iv. Finished landscape planting and irrigation plans with specifications. Two (2) sets of plans are required for review of compliance to design guidelines
v. One (1) copy of construction plans approved by the County of Riverside, when necessary
vi. An application deposit which covers applicable administrative fees, plan check fees and inspection fees

b. Address all plans submitted to: Valley-Wide Recreation and Park District
   901 W. Esplanade Ave.
   San Jacinto, CA  92543
   Attention: Samuel Goepp

c. Allow 2 to 4 weeks for initial landscape plan.

d. All plans will be reviewed by the landscape supervisor for consistency, accuracy, clarity, and conformity to the Valley-Wide standard specifications, details and design guidelines before approval is given. Plans requiring corrections and/or found incomplete must be resubmitted for approval. A letter of explanation listing required corrections will be sent to the landscape architect.

e. Valley-Wide will distribute all submittals to and from the appropriate landscape supervisor.

f. All plans will be processed in the order received, on a first-come, first-served basis.

g. Upon request, the owner, developer or architect of the project must submit street improvement; grading and/or storm control plans for review.

h. Developer or architect of the project must submit fence and wall plans to Valley-Wide for review. In addition to Valley-Wide review all block walls must be submitted to the County of Riverside per county requirements.

i. Restroom and maintenance buildings must be submitted to Valley-Wide for layout and design prior to submitting to County of Riverside. Restroom and maintenance buildings must meet Valley-Wide’s standard criteria.
VI  Additional Requirements

a. Developer is required to pay park fees on all residential units.

b. The developer must form or annex to the appropriate landscape maintenance district to fund the maintenance of streetscapes, parks and detention basins.

c. The Park District must approve all plans for landscape maintenance areas, including but not limited to entries, parks, detention basins, walls, irrigation materials, plants, etc., prior to installation of any materials or plants. Plan Requirements, Specifications and Details are available by calling the Park District at (909) 654-1505.

d. Prior to installation, all fence and wall plans must first be approved by the Park District and all materials used must conform to District standards. Plans must also be approved by all other governing agencies as set forth by the County of Riverside.

e. If the development includes a park within the LMD, the park plan (including restroom/maintenance buildings) must first be approved by the Park District to check conformance with District standards for amenities. The District will not accept parks smaller than 5 acres. Park land must be usable land, not drainage basins, ditch or a retention basin. Park District’s logo and name must appear on all park signage. Plans must also be approved by all other governing agencies as set forth by the County of Riverside.

f. Any proposed tot-lot needs to be visible from the street. Experience has shown that mini park areas located behind homes invite problems, i.e., hang-out areas for teens.

VII. Approval Process

a. Once approval has been granted, the architect must submit Mylars and three (3) copies of landscape drawings for signature. Valley-Wide will retain two (2) sets. One (1) set will be stamped “Approved Construction Plans”. This set must be available during pre-construction conference and must remain at the job site at all times. After approved plans have been distributed to all applicable contractors, the owner/developer may proceed with a pre-construction conference.

b. Owner/developer must also submit required plans to the County of Riverside Transportation for approval per county requirements. Owner/developer may not begin work until an encroachment permit has been issued.

c. No installation construction may begin without a pre-construction conference. The owner/developer must notify Valley-Wide, the landscape architect and landscape contractor seven (7) days in advance to schedule the pre-construction conference. The following parties must be present at the pre-construction conference:

   i. Valley-Wide’s representative
   ii. Landscape architect (if requested)
   iii. Owner/developer
   iv. Landscape contractor

d. The developer must provide the following at the pre-construction conference:

   i. Copy of encroachment permit
   ii. Project superintendent and contact information
   iii. List of subcontractors with contact information
VII. Approval Process – Cont’

d.

iv. Project schedule with projected turn-over date

e. The landscape subcontractor shall provide submittals per specifications at the pre-construction conference as listed but not limited to the following:

i. Soil sample(s) with laboratory recommendation
ii. Bark sample(s)
iii. Manufacturer’s cut sheets (irrigation equipment)
iv. Tagged plant material (trees 24” box or larger)

f. Contractor is responsible for notifying the Valley-Wide supervisor in advance for the following irrigation and planting inspections, according to the time indicated:

i. Pressure line installation and testing 48 hours
ii. Controller installation 48 hours
iii. Lateral line and sprinkler installation 48 hours
iv. Coverage test 48 hours
v. Final grading 48 hours
vi. Weed abatement observation 48 hours
vii. Tree & shrub layout and plant material observation 48 hours
viii. Finish grad prior to hydro-seeding 48 hours
ix. Final walk (commencement of maintenance) 7 days
x. Monthly maintenance walk 48 hours
xi. Final inspection 7 days

No underground work shall be covered until the work has been inspected and approved. Any work covered without inspection must be uncovered and inspected at the cost of the contractor covering said work.

The listed inspections in no case relieve the owner/developer and/or architect of liability that may be incurred.

No final inspection will be performed until as-built drawings are complete and approved.

Upon completion of all required inspections, after the project is in compliance with all Valley-Wide standard specifications and project has been maintained to an acceptable condition, a letter of acceptance will be sent to the owner/developer. Upon acceptance, Valley-Wide will submit applicable legal information to the County Recorders Office to commence the transfer process.

Owner/developer shall be responsible for the project until the project deed or easement has been recorded to Valley-Wide. Questions regarding turn-over should be forwarded to Sam Goepp at Valley-Wide @ (909) 654-1505.

All approved plans over six (6) months old are subject to re-submittal to ensure that drawings are per current standards.

The attached exhibits must be incorporated on drawings:
## Valley-Wide Park & Recreation District
### Landscape Plan Approval Checklist

#### General:
- Screen out areas other than Valley-Wide LMD maintained areas
- Difficult to read and interpret
- 30” x 42” maximum size sheets completed plans (all sheets listed on title sheet index)
- Sheet ___ of ___
- Max. scale 1” = 40’
- North arrow on each plan
- Match lines
- Street names
- Project limits: building coverage, paved areas, R.O.W., private areas
- Maintenance responsibilities defined
- Handicap ramps & rails
- Plan cross-referencing
- 1st submittal (2 sets)
- Re-submittal (2 sets)
- Approval (3 sets)
- Re-submittal required past 6 mo. for re-approval

#### Title Sheets:
- Location map
- Vicinity maps with street configurations
- Index
- General notes: Landscape quantities:
  - Total sq. ft. in R.O.W.
  - Total sq. ft. Valley-Wide LMD area
  - Total acres Valley-Wide LMD area
  - Total trees in R.O.W. - by size
- Project title/tract no./cross street & addresses
- Revision block
- Landscape Arch. Seal/signature
- Developer’s name/address/phone number
- Project Manager’s name/phone number
- Plan Date
- Valley-wide approval block on all sheets (Lower right corner)
- List required inspections
- A.D.A.A.G. note

#### Irrigation Plans:
- Maintenance responsibilities defined
- Spot elevation (top of curb and point of connection (P.O.C))
- Location of water meter and/or P.O.C.
- Water information (blocked out)
  - water source & phone no.
  - potable/reclaimed
  - available pressure range (high/low)
  - water meter size
  - peak demand in GPM
  - date information obtained
- Backflow preventer provided
- Pressure regulator
- Master valve
- Flow sensor
- Filter
- Controller/Enclosure
- Booster pump/Enclosure
- Precipitation rates for each valve
- Strainer
- Irrigation pressure loss calculations – farthest, largest (15-20 PSI residual)
- Cross connections (none allowed)
- Drinking fountains (handicap accessible)
- Isolation ball/butterfly valves
- Quick coupler valves – 150’ O.C. w/ball valves
- Approved irrigation equipment
- Reclaimed water “Standard Notes” from water district
- Cross-reference on each sheet for irrigation legend, details, notes and specifications
- Details per Valley-Wide Landscape Guidelines
- Legend
  - equipment model number/size
  - radius per sprinkler head
  - PSI demand per sprinkler head
  - GPM demand per sprinkler head
- Specifications per Valley-Wide Landscape Guidelines
## Planting Plans:

- Conformance with master plan
- Maintenance responsibilities defined
- Concrete header (LMD area project limits and between turf and planters)
- Trees on approved street tree list
- Min. street tree spacing distance
- Site distance: Primary corners
- Site distance: Secondary corners
- Cross reference on each sheet for planting legend, details, notes and specifications
- Details per Valley-Wide Landscape guidelines
- Specifications per Valley-Wide Landscape guidelines

### Legend
- botanical name
- common name
- plant size
- plant quantities
- plant spacing
- plant symbols
- special comments
- tree trunk caliper & canopy diameter

## Site Furnishings:

- Trash Receptacle
- Park Bench
- Picnic Table
- ADA Picnic Table
- Play Structure
- BBQ
- Shade Structure
- Drinking Fountain
- Bleachers
- Players Bench
- Bat Rack
- Ballfield bases
- Pitching Rubber
- Brickdust

## Specifications:

- P.O.C. & backflow preventer connections brass pipe & fittings
- Mainline – 2 ¼” size or larger, Class 315 PVC; 2” size or smaller, Sch 40 PVC
- Lateral lines Sch. 40 PVC ¼” minimum size
- Fittings Sch. 40 PVC for mainlines
- Fittings Sch. 40 PVC for lateral lines
- Quick coupler valves
- Controller/enclosure
- Remote control valves
- Valve boxes
- Wiring - #14 minimum, #12 for over 2500 ft.
- Depth of cover over piping:
  - Mainline 2” and larger – 24” minimum
  - Mainline ¼” – 1 ½” – 18” minimum
  - Control wires – 18” minimum
  - Lateral lines – 12” minimum
- Flush/adjust/coverage test/pressure test @130 PSI for minimum 2 hours

- Furnish upon request by Valley-Wide Inspector
  - 6 extra sprinkler heads for each type and pattern used
  - 4 rotary (if used) heads for each type and pattern used
  - 2 keys for each controller
  - 2 keys for each enclosure lock
  - 2 coupler keys w/ hose swivels & hose bib
  - 1 coupler lid key
  - 1 valve box key
  - 1 5’ tee wrench for 3” gate valves
  - 2 wrenches & screw drivers for adjusting all heads specified

- Record as-built drawings/controller charts (reduced and mounted in plastic)
- Plant tablets per manufacturer’s recommendations (Agriform Tablets)
- Inspections (provide 48 hours notice)
  - Refer to Valley-Wide Landscape guidelines
# Valley-Wide Landscape Standards

## Park Site Requirements

<table>
<thead>
<tr>
<th>Park Type &amp; Description</th>
<th>5-Acres or Less</th>
<th>Larger than 5-Acres but less than 20-Acres</th>
<th>Larger than 20-Acres</th>
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<tr>
<td><strong>Neighborhood Park</strong></td>
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<tr>
<td>Drinking Fountains</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
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<td>Trash Receptacles</td>
<td>3</td>
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<tr>
<td>Restrooms</td>
<td>Determined per project</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Lighting</td>
<td>None</td>
<td>N/A</td>
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<tr>
<td>Park Benches</td>
<td>3</td>
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<tr>
<td>Play Structure/Tot Lot</td>
<td>1</td>
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<td>N/A</td>
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<tr>
<td>Shade Structure</td>
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<td><strong>Community Park</strong></td>
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</tr>
<tr>
<td>Drinking Fountains</td>
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<td>2 min., plus 2 every 10 acres</td>
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</tr>
<tr>
<td>Trash Receptacles</td>
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<td>4 min., plus 2 every 5 acres</td>
<td>1 min., plus 2 every 10 acres</td>
</tr>
<tr>
<td>Restrooms</td>
<td>N/A</td>
<td>Required</td>
<td>Required</td>
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<tr>
<td>Lighting</td>
<td>N/A</td>
<td>Required</td>
<td>Required on fields and walkways</td>
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<td>Play Structure/Tot Lot</td>
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<td>Barbecues</td>
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<td>Picnic Tables</td>
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<td>Larger than 5-Acres but less than 20-Acres</td>
<td>Larger than 20-Acres</td>
</tr>
<tr>
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<td><strong>Sports Park</strong></td>
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<td>Lighting</td>
<td>N/A</td>
<td>Required on fields and walkways</td>
<td>Required on fields and walkways</td>
</tr>
<tr>
<td>Benches</td>
<td>N/A</td>
<td>6 min.</td>
<td>6 min., plus 2 every 5 acres</td>
</tr>
<tr>
<td>Play Structure/Tot Lot</td>
<td>N/A</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Swings</td>
<td>N/A</td>
<td>1 per 5 acres</td>
<td>8 min.</td>
</tr>
<tr>
<td>Barbecue</td>
<td>N/A</td>
<td>2 min., plus 1 per 5 acres</td>
<td>8 min.</td>
</tr>
<tr>
<td>Picnic Tables</td>
<td>N/A</td>
<td>3 min., plus 2 per 5 acres</td>
<td>10 min., plus 2 per 5 acres</td>
</tr>
<tr>
<td>ADA Picnic Tables</td>
<td>N/A</td>
<td>1 min., plus 1 per 5 acres</td>
<td>4 min., plus 1 per 5 acres</td>
</tr>
<tr>
<td>Bike Racks</td>
<td>N/A</td>
<td>3 bike min., plus 1 per acre</td>
<td>6 bike min., plus 1 per acre</td>
</tr>
<tr>
<td>Multi-purpose Trail</td>
<td>N/A</td>
<td>Required</td>
<td>Required</td>
</tr>
<tr>
<td>Bleachers</td>
<td>N/A</td>
<td>2 per field</td>
<td>2 per field</td>
</tr>
<tr>
<td>Dug-outs</td>
<td>N/A</td>
<td>2 per field</td>
<td>2 per field</td>
</tr>
<tr>
<td>Player Benches</td>
<td>N/A</td>
<td>2 per field</td>
<td>2 per field</td>
</tr>
<tr>
<td>Bat Racks</td>
<td>N/A</td>
<td>2 per field</td>
<td>2 per field</td>
</tr>
<tr>
<td>Bases</td>
<td>N/A</td>
<td>1 set per field</td>
<td>1 set per field</td>
</tr>
</tbody>
</table>

**Note:** Park sites must have a designed parking lot with a minimum of four (4) parking stalls per acre of developed park land.

All park sites in Valley-Wide LMD must be active.
Palm Tree Planting

1. Palms tree per plan
2. 2" thick bark mulch
3. Earth watering basin rake smooth prior to seeding and at end of plant establishment period for all remaining basins
4. Finish grade (set top of rootball 3" above grade)

- Rootball depth
- Fertilizer tablets per specs. & soil report
- Undisturbed native soil
- Washed plaster sand
- 3/4" crushed gravel
- Tree tubes w/bubblers (per tube detail)

Note:
- All backfill to be water jetted during planting for maximum stability
- Prune fronds as directed by Valley Wide's representative
- All fronds to be tied together with organic twine prior to planting

LD Consulting 2003 (Any deviation or reproduction of this design must be approved in writing by Valley Wide Recreation & Park District)

Valley Wide Recreation
5/03
Palm Tree Planting PL-1
Project Three

Bark Park, City of Foster City Parks and Recreation Department

Contact: Kevin Miller, Director
City of Foster City Parks and Recreation Department
650 Shell Blvd Foster City, CA 94404
(650) 286-3388
(650) 345-1408 (fax)
kmiller@fostercity.org

Project Description: Foster City Parks and Recreation Department built a dog park using synthetic turf. The Dog Park has been open for play every day since it was first opened in 2001.

What led to this innovative idea? The area where the park was going to be built has a very high water table. Dog park turf usually gets torn up and muddy. Other dog parks in the area have failed or have been closed repeatedly for renovation. Too much compaction occurs, especially when the ground is wet. High salt concentrations from uric acid that the dogs leave at the sites were causing problems. We wanted this to be a very low maintenance park. Synthetic turf used on athletic fields seemed like a great alternative.

How is it working? What is going well and what could be improved? The synthetic turf has been a phenomenal success! The dogs and the dog owners love it. The turf receives a ten-minute wash down each night from an automatic irrigation system. The wash down is done with a pressure hose. Underneath the synthetic system there are drains connected to the sewer line. The wash down has been successful in keeping odors extremely low. The Dog Park also provides plastic bag dispensers and trashcans for owners to dispose of waste. The Dog Park is heavily used in all types of weather. The one issue that could be improved is the use of stainless steel bolts on benches and drinking fountains. The original bolts had to be replaced due to excessive rust from the constant wash down every night from the automatic irrigation system.

How does it work? The synthetic turf is placed over 8” of ¾ minus rock with a 2” layer of decomposed granite directly beneath the synthetic turf. Maintenance time spent on upkeep of the Dog Park is only three hours a week. The cost of the turf pays off in lower maintenance costs.
Project Four

Guideline Specifications for Nursery Tree Quality, University of California, Davis

Contact: Richard W. Harris  
University of California, Davis  
Department of Environmental Horticulture  
1515 Shasta Drive #4207  
Davis, CA 95616  
(530) 747-6107  
rwharris@urcad.org

Project Description: A committee comprised of municipal arborists, urban foresters, nurserymen, U.C. Cooperative Extension horticultural advisors, landscape architects, non-profit tree groups, horticultural consultants, etc., developed specifications to ensure high quality landscape trees. After more than a year of work, they succeeded in drafting a document entitled Guideline Specifications for Nursery Tree Quality for California.

This document will be published and the guidelines promoted throughout the nursery and landscape industry. Its intent is to help landscape professionals develop their own comprehensive and detailed specifications to ensure that they obtain high quality contain-grown nursery trees. The document is also intended to help nursery professionals in their efforts to improve the quality of trees grown in California. These specifications can be modified or specific simulations.

What do the Guideline Specifications for Nursery Tree Quality include? Information of choosing and maintaining trees, including pest control, leaves, crown form, branches, trunk, height, and roots.
Guideline Specifications for Nursery Tree Quality

I. PROPER IDENTIFICATION

All trees shall be true to name as ordered or shown on the planting plans and shall be labeled individually or in groups by species and cultivar (*where appropriate*).

II. COMPLIANCE

All trees shall comply with federal and state laws and regulations requiring inspection for plant disease, pests and weeds. Inspection certificates required by law shall accompany each shipment of plants. Clearance from the County Agricultural Commissioner, if required, shall be obtained before planting trees originating outside the county in which they are to be planted. Even though trees may conform to county, state, and federal laws, the buyer may impose additional requirements.

III. TREE CHARACTERISTICS AT THE TIME OF SALE OR DELIVERY

A. TREE HEALTH

As typical for the species/cultivar, trees shall be healthy and vigorous, as indicated by an inspection for the following:

1. Trees shall be relatively free of pests (*insects, pathogens, nematodes or other injurious organisms*).
2. An inspection of the crown, trunk, and roots shall find the following characteristics:

   a. **Crown Form:** The form or shape of the crown is typical for a young specimen of the species/cultivar. The crown is not significantly deformed by wind, pruning practices, pests or other factors.
   
   b. **Leaves:** The size, color and appearance of leaves are typical for the time of year and stage of growth of the species/cultivar. Leaves are not stunted, misshapen, tattered, discolored (*chlorotic or necrotic*) or otherwise atypical.
   
   c. **Branches:** Shoot growth (*length and diameter*) throughout the crown is typical for the age/size of the species/cultivar. Trees do not have dead, diseased, broken, distorted or other serious branch injuries.
   
   d. **Trunk:** The tree trunk should be fairly straight, vertical and free of wounds (*except properly–made pruning cuts*), sunburned areas, conks (*fungal fruiting bodies*), wood cracks, bleeding areas, signs of boring insects, galls, cankers/lesions and girdling ties.
   
   e. **Tree height and trunk diameter** are typical for the age, species/cultivar and container size.
   
   f. **Roots:** The root system is free of injury from biotic (*insects, pathogens, etc.*) and abiotic agents (*herbicide toxicity, salt injury, excess irrigation, etc.*). Root distribution is uniform throughout the soil mix or growth media and growth is typical for the species/cultivar.
B. CROWN

1. **Central Leader**: Trees shall have a single, relatively straight central leader and tapered trunk, free of codominant stems and vigorous, upright branches that compete with the central leader. If the original leader has been headed, a new leader at least \( \frac{1}{2} \) (one-half) the diameter of the original leader shall be present.

Maintaining a single, central leader is preferable.

Heading and retaining a leader is acceptable.

Heading without retaining a leader is unacceptable.
D. ROOTS

1. The trunk, root collar (root crown) and large roots shall be free of circling and/or kinked roots. Soil removal near the root collar may be necessary to inspect for circling and/or kinked roots.

2. The tree shall be well rooted in the soil mix. When the container is removed, the rootball shall remain intact. When the trunk is carefully lifted both the trunk and root system shall move as one.

3. The upper–most roots or root collar shall be within 1" (one inch) above or below the soil surface.
4. The rootball periphery should be free of large circling and bottom–matted roots. The acceptable diameter of circling peripheral roots depends on species and size of rootball. The maximum acceptable size should be indicated for the species (if necessary).

![preferable](image1.jpg) ![unacceptable](image2.jpg)

E. MOISTURE STATUS
At time of inspection and delivery, the rootball shall be moist throughout. The crown shall show no signs of moisture stress as indicated by wilted, shriveled or dead leaves or branch dieback. The roots shall show no signs of excess soil moisture conditions as indicated by poor root growth, root discoloration, distortion, death or foul odor.

V. INSPECTION
The buyer reserves the right to reject trees that do not meet specifications as set forth in these guidelines or as specified by the buyer. If a particular defect or substandard element or characteristic can be easily corrected, appropriate remedies shall be required. If destructive inspection of a rootball(s) is to be done, the buyer and seller should have a prior agreement as to the time and place of inspection, minimum number of trees or percentage of a species or cultivar to be inspected and financial responsibility for the inspected trees.

DELIVERY
The buyer should stipulate how many days prior to delivery that notification is needed.
VI. INNOVATIVE PROGRAMS
Project One

Discovery Kit Program, County of San Diego, Department of Parks and Recreation

Contact: Christine Lafontant, Recreation Manager
County of San Diego Department of Parks and Recreation
5201 Ruffin Road, Suite P
San Diego, CA 92123-1699
(858) 694-3046
(858) 495-5841 (fax)
christine.lafontant@sdcounty.ca.gov

Project Description: During the 1940s, Mr. Louis A. Stelzer owned the land that is now known as Stelzer Park. Mr. Stelzer, a contractor from Los Angeles called this weekend retreat, “Shadow Mountain.” He was very fond of this area and since he had no children of his own, he decided to deed the land to the County of San Diego to have it developed into a place where the “needy and disabled” children of San Diego could learn about nature and enjoy the wilderness as he had. Upon his death, the land was deeded to the county, which developed it into the first park in Southern California designed for people with disabilities. There was also a transportation trust fund to be used to transport children to the park. In 1990, the Discovery Kit Program was designed in conjunction with the park to assist with the Environmental Education (EE) of the thousands of students who visit the park with their teachers.

There are five different ‘kits’; Nature Awareness for grades 1 and 2; Native Americans for grades 3 and 4; Plants for grades 5 and 6; Geology Study for grades 4 and 5; and birding for grades K-1. Each kit is grade specific and topic specific, and they are correlated with the California Science Framework for grades K-6. Each kit is also self contained and includes all of the items necessary to conduct the provided activities. There are three parts to the kits, one for pre-trip activities, one for the field trip activities, and one for the follow-up activities.

Classroom teachers must first attend training at Stelzer Park that familiarizes them with the program and with other opportunities that are provided by the Department of Parks and Recreation. Recently, the Multiple Species Conservation Program (MSCP) was incorporated into the program, and storm water and watershed education will be given to the teachers for them to pass onto their students. After the training, the teachers are allowed to make reservations for a field trip and they arrange to pick up the kit of their choice. They make their own transportation arrangements, and with the transportation fund, the county reimburses the cost. The teachers are allowed only one trip per year.

What led to this innovative idea? When the park first opened, teachers were coming to the park allowing their students to play all day on the playground. This was not in keeping with the dreams of Mr. Stelzer of having the children use the park for Environmental Education. At the time, EE was not something that a lot of teachers in San Diego County were aware of. A ranger by the name of Nancy Dollard-Dawson collected activities from different environmental
Innovative Programs

organizations and developed the program to assist the teachers and to help regulate the use of the funds.

**How is it working? What is going well and what could be improved?** The program is working great! Over 800 teachers are trained in the program, and nearly 10,000 students benefit from it every year. The problem is that there are not enough days in a school year to accommodate all of the teachers! The program won the National Counties Achievement Award in 1993.

One thing that is so special is that the program fits the location like a glove. Stelzer County Park is abundant in wildlife and habitats, and has a year-round spring. Native Americans once lived in the canyon, which is evident by the various milling sites. The trails are well built and maintained, winding through the various habitats. It is the perfect place to teach children about the environment.

Problems have arisen due to change of staff and program coordination. Teachers also complain about the distance they have to drive to pick up their kids.

**Who is/was involved? Which agencies, organizations or groups contributed to this innovative concept?** Ranger Nancy Dollard-Dawson compiled curriculum from *Project Learning Tree, Project Wild, Teaching Nature to Children*, The California State Environmental Education Guide, and *Hands on Nature* to create the kits. She stayed at the park for a year to assist with the program implementation. Department of Parks and Recreation rangers coordinate the program and train the teachers. There are educators from all over San Diego County that are involved in the program.

**Why do you think it would be of interest to other service providers?** Anyone who desires to create a program that would benefit children and educate them in science could use this program. This program not only enhances science skills, but also teaches language arts, math, and history.
Project Two

Lakeside Teen Mentoring Project, County of San Diego, Department of Parks and Recreation

Contact: Christine Lafontant, Recreation Manager
County of San Diego Department of Parks and Recreation
5201 Ruffin Road, Suite P
San Diego, CA 92123-1699
(858) 694-3046
(858) 495-5841 (fax)
christine.lafontant@sdcounty.ca.gov

Project Description: The Lakeside Teen Mentoring Project provides high school and middle school students the opportunity to build mentoring relationships in the community of Lakeside, California. The project successfully links high school students at El Capitan High School to the County of San Diego Department of Parks and Recreation’s Critical Hours Program, a coordinated prevention and intervention program for middle school-aged youth. The project provides youth opportunities to learn life skills that improve their ability to make positive choices and achieve success in school, career, community, and family functioning. The goal of the Lakeside Teen Mentoring Project is to provide the community teen-mentoring, which uses community resources to serve the educational needs of all teen students.

After piloting the program, writing a curriculum and lobbying several public governing boards, the program is now an accredited class where enrolled teen mentors receive five credits from El Capitan High School for their efforts. The class requires the participating juniors and seniors to spend one hour each week in formal class instruction and four hours each week providing middle school students help with homework, sports, games, peer mediation, conflict resolution or other activities and services. The four additional hours take place at any of the parks and recreation Lakeside Critical Hours sites, which include a teen center and two local middle schools.

What led to this innovative idea? Funding for after school activities has been very limited. The Department of Parks and Recreation receives $50,000 in Critical Hours annually from the County of San Diego Department of Health and Human Services. This funding enables agencies to offer after school programs to middle school students. With this $50,000 budget, we operate our entire after school program in collaboration with our partners and sub-contractors. In order to provide quality programming with limited funds, we decided to be creative in looking at the community’s resources. Youth are a valuable and commonly untapped resource. They are eager to serve their community and assist younger students in their development whether they are helping with homework, sharing their stories, or providing a compassionate ear. When these teens are given the responsibility they rise to the occasion and make a difference. By providing this opportunity, mentoring teens are earning school credit while gaining work experience. The project has been a win-win situation for all those involved.
Who was involved? Which agencies, organizations or groups contributed to this innovative concept? The Lakeside Teen Mentoring Project was established in 1998 through a unique collaboration between the County of San Diego Department of Parks and Recreation, the Grossmont Union High School District (El Capitan High School) and the Lakeside Union School District, guided by the Lakeside Teen Advisory Board (LTAB). LTAB is a local group consisting of adolescents, parents, concerned citizens, recreation specialists, medical personnel, mental health professionals, school district staff and law enforcement officials contributing to the group with a focus on adolescent health promotion, with substance use and violence as key concerns. To increase referrals and access to adolescent health services, advisory board members procured funding and hired professionals to engage middle school students in supervised after school activities, nutrition and fitness projects, and mentoring relationships with high school role models. The project is primarily managed by El Capitan High School, as they are responsible for conducting the class and evaluating the students. The Department of Parks and Recreation supports the project by providing staff support to the class to discuss needs of the Critical Hours Program, training and supervising the mentors on-site, and providing uniforms for the mentors. The Lakeside Union School District provides additional support by providing teachers to supervise mentors during school-site activities.

How is it working? What is going well and what could be improved? The best supportable evidence of the most significant achievements of the program are the middle school students’ sustained or improved school performance and their ability to gain and sustain self confidence and positive self worth through our mentors’ influence. This project is funded in part through the Critical Hours contract. Within the requirements of the contract we must track the sustained or increased school performance from the middle school students that participate in the program. The minimum percentage of students who must sustain or increase their school performance is 90%. Through the work of our mentors we continually surpass that requirement. In fiscal year 2003-04, 92% of the sampled participants sustained or increased their school performance. The mentors’ ability to reach out to middle school students and gain their trust and respect is essential. These students will not ask for or listen to the mentor’s assistance if they do not trust or respect them. Our mentors excel at helping the students sustain and in most cases increase their grades.

Success can also be measured by the accomplishments of the Teen Mentors themselves. Former mentors have gone on to become Department of Parks and Recreation staff, interns, and college graduates. One of the former mentors is currently running a teen center and recreation programs for a nearby municipality. These achievements reflect the positive influence a program of this nature can have on all its beneficiaries.

Middle school students respond well to the mentors because they are so close in age. The high school students are effective mentors because although they are familiar with what the younger students are experiencing, they are at a different stage developmentally and therefore can provide guidance and reassurance. Our mentors help the students increase their self-confidence and self worth. Many of our participants enroll in our program as sixth graders with little or no confidence or self worth. After building rapport and friendships with our mentors, their confidence rises on a daily basis. When these same participants graduate from
our program as ninth graders it is incredible to see how effective the program has been. They are much more confident and possess a much more positive self-image. One of the goals of the project is for youth that have been mentored to become the mentors once they become high school juniors. Several of our current mentors were at one time teen center program participants who looked up to those who mentored them.

**What problems does the Mentoring Project address?** One of the problems our program addresses is the lack of guidance and positive role models for middle school students in Lakeside, California. Many middle school students struggle with their class work, have low self-esteem, and have other challenges such as violence, drug abuse, and dysfunctional families. Mentors address many of these needs. A great number of middle school students are in dire need for someone in their life who will be there to talk and listen, teach them life skills, and to bring out strengths that are already there. Our mentors do this and much more. Many of our middle school students create positive relationships with our mentors. Some students will only come to the teen center or middle school homework clubs if they know a certain mentor will be there.

Another problem our program addresses is the lack of supervision at the Homework and Computer Clubs on school sites. There are often over forty students enrolled in the clubs. With that ratio of students per teacher, students do not always receive adequate attention. Our mentors provide much needed support with homework and tutoring and an added level of supervision and safety. At the teen center the mentors provide help with homework as well as providing additional supervision. There are many outdoor recreation activities provided at the teen center. The mentors lead and participate in almost every activity the teen center provides. Many times they are the eyes and ears of the teen center. They often are the only people with whom the students will discuss issues, positive or negative.

**Why do you think this would be of interest to other service providers?** The Lakeside Teen Mentoring Project is extremely replicable, therefore it would be very easy for other service providers to implement. The mentoring curriculum for the class has already been created as well as requirements, professionalism guidelines and standards.

At the beginning of each semester, licensed counselors, law enforcement officers, park and recreation staff, and teachers train students enrolled in the mentoring project for five hours. Topics covered in the training include park and recreation regulations, program expectations, medical emergencies, safety issues, professionalism, peer counseling, asset development, role modeling, tutoring, effective communication, project reporting, boundaries, motivation and participation. These subjects are also discussed throughout the semester, and during the class to provide ongoing training. Mentors are graded on class attendance, teen center attendance, middle school attendance, and an end-of-year community service project. Every mentor class develops a service project requiring entire class participation. Examples of service projects include design development of a new community teen center and a community event focusing on diversity and healthy lifestyles targeting teens.

Mentors the receive high school credit and are enrolled in the County of San Diego Department of Parks and Recreation Volunteer Program. Mentors receive volunteer credit for
Innovative Programs

every hour they work as mentors. This is an important component addressing California high
school performance of volunteer service requirements to graduate.

What are some benefits of the Mentoring Project? The current and potential beneficiaries
of the project are the middle school students, the mentors, and the community. The middle
school students are the direct beneficiaries. Middle school students benefit from the social and
academic interaction with positive high school role models, which will better prepare them for
success in high school and provide them with a mentor who will help them in the transition to
high school.

The mentors also benefit from this program. They learn positive life skills, increase their self-
confidence and self-worth by helping others increase theirs, and learn possible new career
skills. The County of San Diego Department of Parks and Recreation has hired many of the
mentors who have gone through our program. Other youth based employers have hired many
other mentors, based on their experience. Several former mentors have pursued careers in
education, recreation, and counseling. One mentor from the first class is currently managing
the operations of a teen center in a neighboring community.

The citizens of Lakeside directly benefit by having more positive role models for youth in their
communities. Mentors are there to listen, guide, and motivate middle school students. As a
continuous cycle, students who are mentored become mentors. We continuously benefit the
San Diego citizens by developing positive, self-confident leaders who will play major roles in
the community.

What are some obstacles of the Mentoring Program? The high school classroom teacher
and the middle school homework clubs teachers are paid positions. This may be an obstacle
due to budgetary constraints. Another obstacle may be that the middle school superintendent
or principals may not want high school students on their campuses during after school hours.

How is the project funded? The current operating budget for the Teen Mentoring Project is
funded through the Critical Hours grant and in-kind services from key participants. The
Department of Parks and Recreation provides $15,000 for in-kind services including
supervising staff in addition to uniforms and project manuals. The Grossmont Union High
School District also provides in-kind services, such as the salary for a teacher for the
mentoring class, totaling $12,000. The Lakeside Union School District provides staff time to
supervise the mentors in the amount of $2,500. The total current operating budget for the
program is $29,500.
Project Three

Family Fun Series, City of Foster City Parks and Recreation Department

Contact: Mary Bates, Recreation Supervisor
City of Foster City Parks and Recreation Department
650 Shell Blvd.
Foster City, CA 94404-2501
(650) 286-3390
(650) 345-1408 (fax)
mbates@fostercity.org

Project Description: The City of Foster City Park and Recreation Department created a program called “Family Fun Series”. This program was designed to provide opportunities for families in the community to spend quality time together. The Series consists of seven, free, one-day special events held throughout the summer. Those events include family concerts, sand castle and sculpture contests, kite flying, community bike rides, and an overnight camp experience.

What led to this innovative idea? Living in California can involve long commutes, increased living expenses, a need for dual incomes, and fast paced lifestyles. This leaves little time for families to spend together. Recognizing this dilemma, Foster City Parks and Recreation Department staff identified the need to provide opportunities for families to take a break from the daily hustle and bustle of life and spending quality time together.

Who was involved? Which agencies, organizations or groups were involved? The City of Foster City Parks and Recreation manages the program and activities. Foster City Parks and Recreation joined forces with members of the business community as well as the Police Department’s Bike Patrol to host the Community Bike Ride. A local bike shop provided a free bike inspection, while Jamba Juice provided fresh fruit and juice at the halfway point and frozen yogurt at the finish line.

How is it working? What is going well and what could be improved? The events are designed to have an “intimate nature” to achieve a comfortable, safe atmosphere where families can relax and socialize with other families. As parents supervised this play, they could be seen starting their own conversations; discussing their children, various community activities and even arranging future play dates in the park.

Another desired outcome is to promote Department services. Each of the Department’s coordinators oversees an event and has direct interaction with the people the Department serves. The size of the event allows for quality communications between staff and participants, thus promoting relationships of trust and respect. Through this interaction, staff is able to promote specific classes, programs or events that might cater to the individual’s interest. As a result, relationships are built and families are more confident using the Department’s services.
The series takes place in the city’s parks and families are introduced to the wonderful natural resources right in their own backyard. The goal is to provide hands-on experience so that they will come back and picnic in the parks, ride bikes along the levee or play at the beaches. Many capital improvements for the parks and levee are scheduled as a direct result of increased usage and public awareness of these natural resources.
Project Four

Family Camping and Paleontology Trip, Red Rock Canyon State Park and Los Angeles County Museum of Natural History

Contact: Craig Mattson, Superintendent
Mojave Sector, Inland Empire District
California State Parks
43779 15th Street West
Lancaster, CA 93534
(661) 726-1668
(661) 940-7327 (fax)
CMATT@parks.ca.gov

Project Description: In 1998, Red Rock Canyon State Park and the Los Angeles County Museum of Natural History initiated a series of mutual fund-raising family campout weekends that offer the public a high-value, high-quality educational experience. The family campout includes fossil digs and collection, facilitated by the Los Angeles County Museum of Natural History. The program provides a satisfying experience for families and is produced as a collaboration effort from the Los Angeles County Museum of Natural History and Red Rock Canyon State Park.

Who is involved? The Los Angeles County Museum of Natural History manages the program. Red Rock Canyon State Park makes the camping space available to the program. The Red Rock Canyon State Park staff also contributes at the trip orientation and helps out on the collections if available. Parks and Museums share broadly overlapping missions and concerns involving public service, natural and cultural heritage preservation, and budgetary constraints, and yet rarely pool their resources to meet mutual goals. Museum/Park partnerships can be designed to provide high-quality education and recreational experiences.

How is it working? The program is a wonderful way to introduce Red Rock Canyon to Los Angeles County residents. Residents are not only exposed to Red Rock Canyon, but are also participating in an educational family activity. The groups are kept small, with a total of fifty participants, including staff. The activity is done at no cost to State Parks. The Los Angeles County Museum of Natural History charges the participants a reasonable fee for the program that covers any costs to the park. Through this program the public has displayed a profound willingness to purchase high-quality time with recognized experts in paleontology and ornithology. Such efforts and experiences maintain potential for future expansion.
### Schedule of Activities

**April 16-18, 2004**  
Headquarters area is Red Rock Canyon State Park Campsites 49/50

**Friday**

Arrival: Check in with Park Headquarters, proceed to campground area where museum representative will assist in assigning campsites.

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00-10:00 PM</td>
<td>Welcome campfire at Campsite 49</td>
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**Saturday**

<table>
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<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 AM</td>
<td>First light</td>
</tr>
<tr>
<td>7:00 - 8:00 AM</td>
<td>Breakfast</td>
</tr>
<tr>
<td>8:30 AM</td>
<td>Orientation and fossil collecting demonstration (Campsite 49)</td>
</tr>
<tr>
<td>9:15 - 11:30 AM</td>
<td>Fossil Collecting</td>
</tr>
<tr>
<td>11:30 - 1:00 PM</td>
<td>Lunch at Campground</td>
</tr>
<tr>
<td>1:00 – 3:30 PM</td>
<td>Fossil Collecting</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>“Happy Hour” (Bring your refreshments to headquarters area, share days’ finds, and do fossil casting activity)</td>
</tr>
<tr>
<td>5:00 – 7:00 PM</td>
<td>Dinner</td>
</tr>
</tbody>
</table>

**Sunday**

<table>
<thead>
<tr>
<th>Time</th>
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</tr>
</thead>
<tbody>
<tr>
<td>7:00 – 9:00 AM</td>
<td>Breakfast</td>
</tr>
<tr>
<td>8:00 – 9:00 AM</td>
<td>Nature Hike (meet at headquarters)</td>
</tr>
<tr>
<td>9:15 – 11:30 AM</td>
<td>Fossil Collecting</td>
</tr>
</tbody>
</table>

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This document is designed to provide other service providers with information on new and innovative ideas or concepts that agencies, non-profit organizations and District offices have in solving difficult problems. Your contact information will be included in the publication for further questions. Please email this completed form to the California State Parks at ehook@parks.ca.gov. If you would like to include any attachments to support your entry, send them electronically. If you need further assistance, please contact the department at 1416 9th Street, Room 108, Sacramento, California 95814; phone 916 654-2442; fax 916 653-4458.

Today’s Date: __________

Agency/Non-profit organization: ______________________________________
Contact(s): ______________________________________
Mailing address: ______________________________________
Phone/Fax numbers: ______________________________________
Email: ______________________________________
Recorded by: ____________________ Phone/email: ____________________________

- What is the general subject area?
  - [ ] Creative funding
  - [ ] Partnerships/collaborations
  - [ ] Operations and maintenance
  - [ ] Planning tools
  - [x] Facility design
  - [ ] Services to under served/special populations
  - [ ] Innovative program(s)
  - [ ] Other: ____________________________________________________________

- Please describe the innovative activity or idea:

1. Project Description:
2. What led to this innovative idea?

3. Who was involved? Which agencies, organizations or groups contributed to this innovative concept?

4. How is it working? What is going well and what could have been improved? Include both the pros and the cons.

5. Why do you think this would be of interest to other service providers?

The Planning Division will collect these ideas, attempt to categorize them and when the time is appropriate, will produce articles, guidebooks or facilitate workshops based on case studies. Thank you very much for your assistance and time.
Valley-Wide Recreation and Park District

Joint Use Agreement with Valley-Wide Recreation and Park District and Menifee
Union School District for a community center.

August 15, 2000

JOINT USE AGREEMENT

1. Menifee Union School District (MUSD) and Valley-Wide Recreation and Park District (VWRPD) hereby agree to develop, operate, and maintain a joint use gymnasium, adjacent parking facilities, and attendant facilities.

2. The gym will be located on Wheatfield Park, owned and operated by VWRPD. The parking lot will be located on both the middle school property owned by MUSD adjacent to Wheatfield Park and on a portion of Wheatfield Park. Exact locations and dimensions of the gym and parking lot are reflected on construction documents for those facilities.

3. MUSD and VWRPD agree to share costs for the project as follows:
   a. VWRPD: $500,000
   b. MUSD: The remainder of the project costs as determined by bid.

   Project costs include all costs related to construction including grading, utilities, relocation of utilities including irrigation lines, inspection and testing, and relocation of existing facilities, which may be required as a result of the construction. Both temporary and permanent fencing will be included in construction. Architectural, engineering, and related consulting fees are also project costs.

4. Control of the gym will be in accordance with the following schedule:
   a. MUSD will control the gym from 6:00 a.m. to 3:30 p.m. Monday through Friday except holidays when it will be under the control of VWRPD.
   b. VWRPD will control the gym from 3:31 p.m. to 5:59 a.m. Monday through Friday and all day Saturday, Sunday, and holidays.
   c. Some days early in July and during the winter break of MUSD may not need to be under the control of MUSD. These days will be identified each year after development of the school calendar.
   d. Designate up to 12 days per school year for use of the gym for special night time activities by MUSD.

5. Maintenance costs for the gym, and parking lot will be shared as follows:
   a. MUSD – none until VWRPD’s contribution to project costs equals MUSD’s share; 50% thereafter.
   b. VWRPD – 100% of the costs until such time as VWRPD’s total contribution to project costs equal MUSD’s share; 50% thereafter.

   Maintenance includes the following:
   a. Structural maintenance
   b. Roofing
c. Gym flooring (annual refinishing of the gym floor is anticipated)
d. HVAC components
e. Electrical components
f. Plumbing fixtures
g. Other interior items not specified above
h. Custodial functions to be provided by VWRPD
i. Parking lot maintenance
j. Security alarm: Response to activities will be addressed separately
k. Signage to clearly post the joint use name and both districts
l. Keying & hardware per MUSD specifications
m. Storage: Enclosed fenced area adjacent to roll-up door
n. Landscaping: VWRPD will maintain the landscaping around the gym at its expense.

6. Utility costs will be shared as follows:
   a. MUSD: 50%
   b. VWRPD: 50%
      Utilities include electricity, gas, water, sewer, and audio visual. Trash removal costs will be borne by MUSD, and VWRPD will pay for their own telephone expenses.

7. Both MUSD and VWRPD will have rooms designated in the gym for their exclusive use. Refer to the plans for the specific rooms so designated. *Valley-Wide has office next to office with window into gym.

8. Temporary fencing will protect as much of Wheatfield Park as possible during construction. The permanent fence will separate the gym from the remainder of Wheatfield Park.

9. Insurance and liability issues during construction and thereafter will be addressed after MUSD and VWRPD have conferred with their insurance carriers.

10. Other issues which either MUSD, VWRPD or both wish to include in a joint-use agreement.

Agreed upon and between

Dan Wood, Assistant Superintendent of Business
MENIFEE UNION SCHOOL DISTRICT

Samuel W. Goepp, General Manager
VALLEY-WIDE RECREATION AND PARK DISTRICT
AGREEMENT FOR GRADING OF PARK SITE ADJACENT TO THE CATHERYN GATES ELEMENTARY SCHOOL

THIS AGREEMENT is made and entered into the 6th day of January, 1999 by and between the City of Roseville, a municipal corporation, ("CITY") and ROSEVILLE CITY SCHOOL DISTRICT, a public school district ("DISTRICT"), and

WITNESSETH:

WHEREAS, DISTRICT intends to construct the Catheryn Gates Elementary School ("SCHOOL") which abuts an undeveloped portion of Park Site 53, NCRSP [Neighborhood Community Regional Service Plan] owned by CITY and

WHEREAS, the parties proposed to concurrently grade the school site and park site in order to achieve cost savings; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, IT IS AGREED by and between the parties hereto as follows:

1. For purposes of this Agreement, park site improvements are to include grading and drainage according to the grading, drainage and turf improvement plans and specifications prepared by ____________.

2. DISTRICT agrees to include in its advertisement for bids for the construction of the School alternative bids for grading, drainage and turf improvements on the park site.

3. If CITY approves the alternative bids, the DISTRICT agrees to include the park site grading, drainage and turf improvements in its contract for the construction of the school subject to the following terms and conditions:

   a. CITY, at its sole cost and expense, shall prepare a grading, drainage and turf improvement plans for the park site.

   b. DISTRICT shall administer grading, drainage and turf improvements of the park site as part of its overall construction contract. CITY shall be responsible for the cost of a soils engineer and/or any other professional experts that are not included in the alternative bid.

   c. Upon completion of park site grading, drainage and turf improvements, in accordance with the plans and specifications and after final inspection and acceptance by CITY, CITY shall reimburse DISTRICT. In addition, CITY shall reimburse DISTRICT for any out of pocket expenses (i.e., change orders) in connection with the work as may be agreed upon in advance by CITY and DISTRICT.
d. As construction progresses and in accordance with the park plans and specifications and after periodic inspection and acceptance by CITY. CITY shall reimburse DISTRICT for park improvements with NCRSP Neighborhood Park Funds within one (1) year of completion of work in an amount not to exceed ______________ as set forth in Exhibit “B”, a copy of which is attached hereto, with written approval by the Director of Parks and Recreation. If, after two (2) years of execution of this Agreement, the balance has not been fully repaid, CITY will reimburse DISTRICT through alternative funding sources.

e. DISTRICT shall let the contract in accordance with the applicable provisions of the Public Contract Code, Labor Code and other applicable provisions of law.

f. Upon completion of Project, DISTRICT shall submit “as built” plans to CITY for park improvement.

4. All notices and other communications required or permitted by this agreement shall be in writing and shall be duly served, given, personally delivered or deposited in the United States Mail certified or registered form, postage prepaid, addressed as follow:

James Roberts  
ROSEVILLE CITY SCHOOL DISTRICT  
1000 Darling Way  
Roseville, CA 95678

Michael Shellito  
CITY OF ROSEVILLE  
401 Vernon Street, Suite B  
Roseville, CA 95678

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and District has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a ROSEVILLE CITY SCHOOL DISTRICT  
 municipal corporation a public school district

BY: ___________________  
ALLEN E. JOHNSON  
City Manager  
Signed by: City Clerk

Signed by City Attorney

BY: ___________________  
its Superintendent

APPROVED AS TO SUBSTANCE:

BY: ____ (signed)____  
MICHAEL SHELLITO  
Parks and Recreation Director
MASTER AGREEMENT BETWEEN THE CITY OF ROSEVILLE 
AND 
THE DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT 
REGARDING THE JOINT USE OF FACILITIES

This Agreement is made and entered into this 30th day of September 1992 by and between the CITY OF ROSEVILLE, a municipal corporation (“City”) and the DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, a California school district, created and existing by virtue of the laws of the State of California (“District”), and

WITNESSETH

WHEREAS, the parties hereto provide certain services to their residents and taxpayers within the same general area in the County of Placer, City of Roseville, State of California, which services include services relative to education and recreation activities; and

WHEREAS, Section § 16653 of the Education Code authorizes agreements between public authorities for the purposes of organizing, promoting and conducting programs of community education and recreation; and

WHEREAS, District and City desire to cooperate with each other and enter into such an agreement pursuant to said statutory authorization for the purpose of sponsoring and promoting community education and recreation programs and activities including child care; and

WHEREAS, the parties desire to establish general guidelines for joint use as well as site specific requirements; and

WHEREAS, the public interest, convenience and necessity will be served thereby;

NOW, THEREFORE, the parties agree as follows:

1. Definitions.
   A. “Facilities” shall be defined as ballfields, gymnasium, playgrounds, parks, school grounds, school buildings, and other recreational areas presently operated or that may hereafter be operated by the parties.
   B. “Recreation Activities” shall be defined as regularly scheduled programs, including childcare programs, offered by City and supervised by City staff.

2. Joint Use of Facilities.
A. District and City shall permit joint use of facilities under the terms and conditions set forth in the Agreement.
B. City shall comply with requirements of the California Education Code related to the use of facilities.
C. District shall permit City to use District parking facilities when schools are not in regular sessions.
D. All activities sponsored by District shall be supervised and conducted by District and all activities sponsored by City shall be supervised and conducted by City. District and City shall be responsible, respectively, for said activities and areas during the period of their respective sponsorship, and each will bear the cost of all necessary expendable equipment, supervising and teaching personnel needed during said period.

   A. This agreement is intended to be, and is, a Master Agreement. As new schools are constructed, supplemental agreements and addenda, consistent with the spirit and intent of this agreement, shall be executed by District and City.
   B. The parties to this agreement agree to execute additional or supplemental documents to carry out the intent and purposes of this agreement.

4. Scheduling and Reservations.
   A. The use of District facilities by City, as set forth above, shall not at any time interfere with the regular conduct of school activities nor shall such use be inconsistent with the use of such facilities for school purposes.
   B. Reservation Request forms approved and on file by the parties shall be used for use of facilities.
   C. In the event City coordinates youth league use of District facilities, City shall direct and inform youth leagues who in turn will submit a written request to District for District Facility use. A fee and deposit or charge for any District Facility use shall be required by District for each league. District shall sign off fields at close of season and District shall return deposit. Each school administration shall be responsible for scheduling use of facilities. Youth league shall be required to maintain, repair and groom fields when used in accordance with District standards and shall be approved in writing by District.
   D. Dates for the use of District’s facilities shall be scheduled bi-annually so as to avoid any conflict between District and City use. In scheduling use of District Facilities, school event and program shall have the first priority; and City Recreation Activities shall have second priority; and any other events by other groups or agencies shall have third priority.
   E. Dates for the use of City’s facilities shall be scheduled bi-annually so as to avoid any conflict between City and District use. In scheduling use of City facilities, City recreation activities shall have the first priority, and school event and program shall be second priority, and any other events by other groups or agencies shall have third priority.
   F. District may have use of City facilities during regular school hours provided District makes reservations with City for such use at least seventy-two (72) hours in advance of use, and City does not need facilities for recreational activities.
G. In the event City recreational activities are conducted during school hours and involve school children, City shall submit written plans to the school principal for written approval by the principal with copies to Distinct.

H. Upon notice of year-round school programs being implemented, this Agreement shall be amended within sixty (60) days of a written request of either party in order to reach an understanding consistent with the spirit of this Agreement and in particular, shall not be in conflict with Sections 4.D and 4.E of this Agreement.

5. Improvements on District Property.
   A. All improvements constructed, erected or installed by City on District property, no matter how affixed or attached to the land, shall be, and at all times remain, the property of the City with right of removal. In the event of any such removal, District property shall be left in the condition as existed prior to the construction of said improvements. Prior to such removal, District shall have the right to purchase such improvements at a price mutually agreed upon by City and Distinct. In the event of disagreement, an average price set by two independent appraisers will be used.
   B. City, with approval of District, may install sprinkler systems, turfing, playground equipment, fencing, landscaping, and additional recreational equipment, including sheds and child care structures on District property provided said installation is not in conflict with school use and subject to approval of the Governing Board of District.
   C. District shall provide and allow use by City of such utility services as are required for installation and maintenance of improvements on District property, including water, electricity, gas, sanitary and storm sewers.

   A. District shall provide custodial services for District facilities. Extraordinary custodial costs incurred by District as a result of improper City use of Such facilities shall be billed directly to City and paid to District annually upon receipt thereof.

7. Landscaping.
   A. District shall provide landscaping, gardening and repair services for all District facilities, including, but not limited to, the irrigation and care of turfed areas, shrubs, trees and other landscaping around District facilities.
   B. City may mow any turf playfield as set forth in addenda for individual school site agreements.

   A. District and City shall maintain their respective facilities in a clean and safe condition.
   B. District and City shall report any defects or dangerous conditions in or on the other party’s facilities within twenty-four (24) hours upon discovery.
9. **Indemnification.**
   A. City agrees to defend, indemnify and hold harmless District, its Board of Trustees, officers, servants, agents and employees from any claim or lawsuit brought by any person or entity against District as the result of any act or omission of City, its officers, servants, agents; and

   District agrees to defend, indemnify and hold harmless City, its City Council, officers, servants, agents and employees from any claim or lawsuit brought by any person or entity against City as the result of any act or omission of District, its officers, servants, agents and employees.

10. **Fees and Charges.**
    A. City may charge admission for the use of District facilities for amateur athletic contests, demonstrations or exhibits, and other educational and non-commercial events. In such cases, District may levy a charge upon City for the use of District facilities.

11. **School Buses.**
    A. District may make school buses and drivers available for the use of City, and for the use of groups or activities sponsored or approved by City, and City agrees to pay District the cost thereof, approved in writing by both parties prior to such use of school buses and drivers.

12. **Insurance.**
    A. City and District shall indemnify and hold harmless from liability the other party, its officers, agents, servants or employees while acting as such from all damages, costs, or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of injury or death of any person received or suffered by reason of operation of each party of its own program upon said property. Each party hereto shall take out a policy of liability insurance or establish a self-insurance program in the manner provided by law. City and District both agree to separately maintain General Liability Insurance covering the joint use facilities described in this agreement with minimum limits of $1,000,000 per occurrence, bodily injury and property damage during the life of this agreement. City and District further agree to separately maintain Workers Compensation Insurance respectively covering their own employees.

    B. City and District shall each be solely responsible for first party property insurance on the properties separately owned by them. The entity holding said first party property insurance shall be solely entitled to recovery of any proceeds of said insurance in the event of loss.

    C. District shall be solely responsible for maintaining property insurance coverage for all school site facilities. City shall maintain property insurance coverage for all park site facilities. Any losses which occur shall be covered by the respective policy of insurance.
13. **Future Planning.**
   A. Pursuant to *California Education Code* Section §1046, District shall communicate with City in order to review all possible methods of coordinating planning, design and construction of new school facilities and school sites or old school facilities and major additions thereto, with recreation and park facilities in the community.
   B. City may consider the purchase of additional land adjacent to newly proposed school sites. When City is considering a recreation site, District will be notified so that District can consider land for adjacent school sites.

14. **Childcare Programs.**
   A. By separate agreement, District shall permit City to provide for childcare programs on District property.

15. **Pre-Approved Forms and Applications.**
   A. District and City shall use pre-approved forms for purposes of scheduling and other matters; such forms to be on file with both District and City.
   B. Forms include, but are not limited to:
      1. City Facility Use Request
      2. District Facility Request Form
      3. Fee Schedules
         a. Bus
         b. Facility Use
         c. Athletic Fields

16. **Integration.**
   A. This agreement and its written addenda and written amendments constitute the entire promises, terms, conditions and understandings between the parties. No amendment or addenda to this agreement shall be of any force or effect unless in writing and signed by both parties.
   B. This agreement is an integrated document and shall be read with its addenda and amendments as a whole.

17. **Attorney’s Fees.**
   A. Should any dispute arise under this agreement, jurisdiction and venue shall be in the Superior Court of Placer County, California.
   B. In any dispute arising under this agreement the prevailing party shall be entitled to its costs and reasonable attorney’s fees.

18. **Termination.**
   A. This Agreement shall automatically continue on a year-to-year basis unless terminated under this paragraph or unless a default is made in any of the terms, conditions or covenants contained herein. This Agreement may be terminated by either City or District at the close of a fiscal year, provided, however, that written notice of the intent to so terminate is at least sixty (60) days prior to the close of such fiscal year.

19. **Relationship of the Parties.**
   A. The parties hereby agree that their relationship shall be that of joint users of the property described in this agreement, or its successor documents, and in no
event shall this agreement be construed as creating a master/servant relationship or agency/principal relationship.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 92-284, adopted by the Council of the City of Roseville on the 30th day of September, 1992 and City Council has caused this Agreement to be executed.

IN WITNESS WHEREOF, the Dry Creek Joint Elementary School District, a California school district, has authorized the execution of this Agreement in duplicate by its Governing Board and under the authority of Resolution No. 1992-28, adopted by the District on the 17th day of September, 1992. The Board of Trustees has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation by Allen E. Johnson City Manager

DRY CREEK SCHOOL DISTRICT by Kelvin Lee Superintendent

ATTEST:

by Helen Florance by Clerk of the Board
City Clerk

APPROVED AS TO FORM:

by Michael F. Dean by Raymond Clayton
City Attorney Special Counsel

APPROVED AS TO SUBSTANCE:

by Edmund O. Mahany Sage Institute, Inc.
Parks and Recreation Director District Consultant
ADDENDUM NO. 1
HERITAGE OAK JOINT USE

A. City shall install three backstops for ballfields on school property.

B. City shall construct an asphalt path along sound wall, near drainage swale on school turf area. District and City shall share the cost of construction as follows: approximately _______________ to be paid by District, and approximately _______________ to be paid by City. Costs beyond those stated shall be shared equally by the parties.

C. City shall plant trees and bushes around perimeter of school turf area along Junction Boulevard, and City shall reimburse District for costs not to exceed _____________ for shrubs on Junction Boulevard to asphalt play area.

D. City shall construct a “skinned” infield on District’s ball diamond located along Junction Boulevard and park boundary.

E. City shall accept onto park property fill dirt from school site grading.

F. District shall allow City to use school parking lot for special programs when not in use by school per written requests submitted to District for day and time of said use.

G. City may connect restrooms for park and childcare buildings to District sewer line.

H. Once the overall site is developed, City will maintain all turf areas between the District’s hardcourt areas and the park site, and the park facilities (see Exhibit “A”). District will maintain all educational buildings, hardcourt area, parking lots and landscaped areas, including lawns around the school buildings (see Exhibit “A”). Maintenance of turf/park areas must be accommodated in the School schedule of turf use areas to allow City to maintain the areas between the hours of 7:30 a.m. and 2:30 p.m. weekdays. Annual maintenance of turf areas during the school year will include:
   1. Aeration of turf areas one full day, twice per year;
   2. Weekly mowing at three hours per week;
   3. Fertilizing, three times per year, two hours per instance;
   4. Irrigation trouble-shooting, as needed.

   An acceptable maintenance schedule shall be mutually agreed upon by both parties at the start of each school year; and, a mowing schedule shall be mutually agreed upon by City and District to determine a consistent schedule.

I. In exchange for City’s contribution to District for ongoing services and capital outlay items, City shall not pay user fees to District for use of District facilities, except in those instances where City charges an admission and except if City’s use of District facilities exceeds the cost of services and capital outlay as set forth in the Master Agreement and addenda.
AGREEMENT FOR JOINT USE OF
RAY E. LOCKRIDGE PARK/EXCELSIOR SCHOOL

THIS AGREEMENT is made and entered into this 4th day of August, 1999, by and between the City of Roseville, a municipal corporation, ("CITY") and Eureka Union School District, a public school district ("District"), and

WITNESSETH

WHEREAS, the City has approved the Southeast Roseville Specific Plan, hereinafter referred to as the “Specific Plan” which designates and reserves a future school site for the District and a park site for the City; and

WHEREAS, Education Code Sections § 10900, et seq., authorizes the parties hereto to enter into agreements for community recreation programs; and

WHEREAS, the City and District are desirous of jointly using the park site for playfield purposes and a portion of the school site for community recreation; and

WHEREAS, this joint use will maximize the use of the playgrounds and buildings for the City and District and will lower facilities costs for both parties and the community; and

WHEREAS, in November 1988 City and District entered into an Agreement for Joint Use of Ray E. Lockridge Park Property, and the City and the District now desire to amend such Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained it is agreed by and between the City and District hereto as follows:

1. The above recitals are incorporated herein by this reference.

2. City hereby grants to District the right to use the portion of Ray Lockridge Park property described in the agreement for joint use of the Ray E. Lockridge Park for school playfield purposes. “Playfield” purposes shall include school activities such as turf activities, physical education classes, athletic events, outdoor education and other similar activities. The District has exclusive rights to a portion of Ray E. Lockridge Park (labeled in Exhibit “A”) during regular school hours (8:00 a.m. – 3:30 p.m.) during the regular school year (180 student days) from the last 10 days of August through June 10th, excluding holidays.
The City also grants permission to the District for encroachment of approximately 25' into the southeast section of the joint use play field in order to locate two 24' x 40' portables. The two portables are listed on Exhibit A as the HH facilities.

3. The District hereby grants the City the right to use the eight-acre school site shown on Exhibit “A,” for community recreation purposes when the property is not needed for school purposes. The City has first use rights to use the Districts’ outdoor hardcourt areas, gymnasium and designated rooms (including any multi-purpose room) after District use. Annually, in May and January, District and City will meet to establish the schedule for the City’s use of outdoor hardcourt areas, gymnasium and designated rooms for City’s recreational use as follows:

A. The City will have the right to use the outdoor hardcourt areas daily after school (approximately 3:30 p.m.), weekends and during vacation periods (including summer break), unless the school has a scheduled event.

B. The City will have the right to use established meeting rooms daily after school, weekends and during vacation periods, including summer break. Designated rooms will be scheduled with school Principal and City will retain rights of use after use is confirmed in writing with school Principal.

C. The City will have the right to use the gymnasium for use two (2) consistent nights per week (Monday through Wednesday) during school year, from 6:00 p.m. – 10:00 p.m. and on Saturdays from 8:00 a.m. – 8:00 p.m. or Sundays from 8:00 a.m. – 8:00 p.m. On Friday nights the gym will be available to the City at least two nights a month during the school year. Additional evening gym time will be made available depending upon school use, season, dates, time, etc. When not utilized by the District for school programs, the gymnasium will also be available to City for use during holiday and vacation periods including summer months.

D. Bumping Rights – Once during any ninety (90) day period, either party has the right to bump for use of their own annually scheduled facilities, provided written notice is given to both parties one (1) week in advance of facility need.

4. Annual pre-arranged use of facilities by either party is without cost (i.e., custodial or staff) to either party, except in the case of necessary additional clean up, or significant utility expense due to exceptional facility use (additional non-scheduled uses). Where practical, City staff may be authorized by District to be custodian and supervisor of school facility during City use of school facilities. When the City uses school facilities when District custodial staff is not scheduled, his/her time must be paid by the City or organization using the facilities. The City has the option of assigning its staff to serve as the custodian.

5. The City grants the District the right to improve the park property, if the property is needed for school purposes before the property is developed as a park. These improvements may include, but are not limited to grading, drainage, turf and irrigation. Any and all improvements made by the District shall be in accordance with City’s plans and specifications and shall be approved in accordance with the City’s procedures.

6. The City and District each reserve the right, when and if special circumstances require, to make necessary changes or improvements to the facilities included in this agreement.
agreement, upon giving the other party ninety (90) days advance written notice. These improvements shall not lessen the educational programs of the District or the recreational programs of the City.

7. The City has the financial responsibility to develop the park area and the District has the financial responsibility to develop the educational buildings, hardcourt, parking lot and the landscaping around the buildings. The school’s multipurpose room flooring shall be upgraded to a parquet hardwood floor. The City shall assist in funding this upgrade cost to a maximum cost of ______________ (architect and construction). The school district will also upgrade the basketball backboards. The City will accelerate the preparation of the grading plans of the park soccer field area adjacent to the school to facilitate play areas for the school. In the initial agreement, the School and City have agreed that the school could use this turf area. The City will maintain all turf areas on park property. District will maintain all education buildings, hardcourt area, parking lot and landscape areas, including lawn around school buildings located within school property boundaries. Maintenance of turf/park areas must be accommodated in School schedule of turf use areas to allow City to maintain area between the hours of 7:30 a.m. and 2:30 p.m. weekdays. Annual maintenance of turf areas during school year will include: 1) Aeration of turf areas one (1) full day, two times per year; 2) Weekly mowing, 1 hour per week; 3) Fertilizing, three times per year, two hours per time; 4) Irrigation trouble-shooting – as needed when event happens. For maintenance on a regular basis, an acceptable maintenance schedule shall be mutually agreed upon by both parties at the start of each school year.

Either party shall report any defects or dangerous conditions in or on the other party’s facilities within twenty-four (24) hours of discovery. In additional, immediate repair, replacement or protection of property shall be immediately addressed either on a temporary or permanent basis by party discovering hazard.

8. The District shall clean up the park area at the end of the school day, in order for the City to utilize the playground property for recreation. The City shall clean up the gymnasium, hardcourt and meeting rooms after evening or weekend use by the City so the facility is properly ready for school use. If vandalism or damage occurs in the school facilities during city use, the City will pay to replace the item(s) to District standards. If vandalism or damage occurs in the park during District use, the District will pay to replace the item(s) to City standards. It is the respective party’s responsibility to reimburse the other party for expenses incurred for repair, or replacement of facilities damaged during use.

9. If the District must implement a year-round school program, double session, or other special schedule to deliver educational services, this agreement shall be amended within sixty (60) days of a written request of either party. Both parties shall meet to reach an understanding consistent with the spirit of this Agreement and focus on the principle of maintaining the best joint use for both parties.

10. This Agreement shall continue in full force and effect until the earlier of: a) termination by the mutual written consent of the City and District; b) the School Site is not longer used for school purposes, or c) the material breach of this Agreement by either the City or the District.
11. Each party shall indemnify and hold harmless from liability the other party, its officers, agents, servants or employees while acting as such from all damages, costs or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of injury or death of any person received or suffered by reason of operation by each party of its own program upon said property. Each party hereto shall take out a policy of liability insurance or establish a self-insurance program in the manner provided by law. City and District agree to maintain minimum limits of $1,000,000 general liability insurance per occurrence, during the life of this Agreement. City and District also agree to maintain workers’ compensation insurance for their respective employees.

12. All activities sponsored by District shall be supervised and conducted by District and all activities sponsored by City shall be supervised and conducted by City. The District and City shall be responsible, respectively, for said areas during the period of their respective sponsorship, and each will bear the cost of all necessary expendable equipment, supervising and teaching personnel needed during said period.

13. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

14. All notices or other communications required or permitted by this agreement shall be in writing and shall be duly served and given when personally delivered or deposited in the United States mail or registered form, postage prepaid, addressed as follows:

   **DISTRICT**
   Eureka Union School District
   5477 Eureka Road
   Granite Bay, CA 95746

   **CITY**
   Roseville Parks and Recreation Department
   401 Vernon Street, Suite B
   Roseville, CA 95678

15. Either party may institute legal action to cure, correct or remedy any default, to enforce any convent or agreement herein, or to enjoin any threatened or attempted violation.

16. The terms and provisions contained in this Agreement constitute the entire agreement of the parties and shall supercede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

17. This Agreement may be executed in duplicate counterparts.

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 99-317, adopted by the Council of the
City of Roseville on the 4th day of August, 1999, and District has caused this Agreement to be executed.

CITY OF ROSEVILLE
a municipal corporation

By Allen E. Johnson
City Manager

By Carolyn Parkinson
City Clerk

By Mark J. Doane
City Attorney

EUREKA UNION SCHOOL DISTRICT
a public school district

By Reve Taylor
President, Board of Trustees

By Ronald L. Feist, ED.D
District Superintendent & Secretary
to the Board of Trustees

APPROVED AS TO SUBSTANCE:

By: Michael T. Shellito
Director of Parks and Recreation
JOINT DEVELOPMENT AND USE AGREEMENT

This Agreement made this 10th day of September, 2002, between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (RCCD), and the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), hereinafter sometimes referred to individually as a “Party” or jointly as the “Parties”, is as follows:

RECITALS

A. RCCD is a community college district, organized and existing pursuant to the laws and constitution of the State of California.

B. CSD is a community services district, organized and existing pursuant to the laws and constitution of the State of California.

C. Each Party is a public authority within the meaning of subdivision (a) of Section §10901 of the Education Code of the State of California and has the authority to enter into this Agreement.

D. Each Party is a public agency within the meaning of Section § 6500 of the Government Code of the State of California and has the authority to enter into this Agreement.

E. The Parties each possess separately the powers to organize, promote, conduct, and provide programs of community recreation and service (hereinafter referred to as the “Recreation Power”).

F. The Parties each possess real property and other resources that are or can be used in exercise of the Recreation Power.

G. The Parties have determined that it is in the best interest of efficiency and economy, and in furtherance of the public health and welfare that the recreational resources of the Parties should be available for community use to the fullest extent practicable.

H. RCCD and CSD have entered into a Joint Exercise of Powers Agreement dated 9/10/02 (hereinafter referred to as the “Joint Powers Agreement”). The Joint Powers Agreement is attached hereto and incorporated herein as Exhibit A.

I. Under the Joint Powers Agreement, the Parties have manifested their intent to jointly plan, develop, construct, maintain, and use certain recreational facilities.

J. In furtherance of their intent, the Parties desire to enter into this Joint Development and Use Agreement (hereinafter referred to as the “Agreement”) setting forth the terms and conditions for the lease of certain real property, and the planning, development, construction, maintenance, and use of certain recreational facilities to include, but are not limited to, sports fields, tot lot, picnic shelters, amphitheater, volleyball courts, basketball courts, community building, and other amenities to be
determined at a later date (hereinafter referred to as the “Recreational Facilities”), by
the Parties and/or the community at large.

K. This Agreement supersedes and amends all other agreements of joint development
and use, whether oral or written, currently in effect related to the Recreational
Facilities of the RCCD and CSD that are specifically set forth herein.

GENERAL PURPOSE
The purpose of this Agreement is to set out terms and conditions for the joint planning,
development, funding, construction, maintenance, and use of recreational Facilities at a
site within a portion of the RCCD Moreno Valley Campus, which site is shown on Exhibit ____ attached hereto and incorporated herein.

TERMS AND CONDITIONS

1. Joint Development and Use of RCCD Property

   A. RCCD Obligations:

   (1) RCCD shall provide approximately twenty-five (25) acres on its Moreno Valley
campus to be jointly developed and used for park and recreation purposes by
the Parties. Said site is identified in Exhibit ____ attached hereto and
incorporated herein.

   (2) RCCD agrees that CSD shall have access for the community to and across the
multi-purpose trail traversing the RCCD Campus that connects to the CSD
trails on both sides of the Campus. Said trail is identified in Exhibit ____
attached hereto and incorporated herein.

   (3) RCCD agrees that CSD shall have free use of the multi-purpose building during
the times of exclusive use of CSD of the Recreational Facilities; however, the
dates and times of such use shall be agreed to in a separate scheduling
agreement to be annually negotiated by the Parties. Use of the multi-purpose
building by any other person or group shall be scheduled through RCCD and
subject to all terms and conditions imposed by RCCD for such use.

   (4) RCCD shall be the project manager for the design and construction of
the entire project, including the distribution of funds received from CSD pursuant to
the provisions of this Agreement; provided, however, that no funds received
from CSD shall be disbursed without prior approval of the CSD, which approval
shall not be unreasonably withheld. Funds received from the CSD shall only be
used for payment of contractors, agency fees and deposits, and other project-
related expenses in compliance with the Public Contract Code for those
purposes specifically provided for in this Agreement to be constructed with park
development fees.

   (5) RCCD may construct the Recreational Facilities in phases, including but not
limited to grading; drainage; landscaping; irrigation; utilities; and amenities as
mutually agreed upon by the Parties. Construction must be Title 24 and ADA
compliant and built to City/CSD standards.

   (6) RCCD shall comply with all rules, regulations, terms, conditions, requirements,
and standards of the Department of State Architect for the construction and
maintenance of the Recreational Facilities. RCCD shall submit all plans and
change orders pertaining to Recreational Facilities constructed in whole or in part from monies paid to RCCD by CSD pursuant to this Agreement to the CSD for review and comment.

(7) RCCD shall comply with the bidding and contract requirements of the Public Contract Code.

(8) RCCD shall utilize State approved inspectors to inspect the construction of the Recreational Facilities and shall allow inspections by CSD of construction and maintenance of Recreational Facilities constructed in whole or in part from monies paid to RCCD by CSD pursuant to this Agreement.

(9) RCCD may attempt to secure additional funding for construction and/or maintenance of the Recreational Facilities.

(10) RCCD shall provide ample free public parking within reasonable walking distance of the Recreational Facilities at all times while the Recreational Facilities are open for public use, including the tot lot and picnic shelters.

B. CSD Obligations:

(1) Except for negligent or intentional acts or omissions by RCCD or its officers, employees, or agents; and except where RCCD fails to fulfill its maintenance obligations pursuant to this Agreement, CSD otherwise agrees to defend and indemnify RCCD and its officers, employees, and agents against actions and/or lawsuits for personal injury and property damage that arise out of or are related to the CSD use of the multi-purpose trail traversing the RCCD Campus.

(2) CSD is informed and believes that it will receive park development fees pursuant to the Moreno Valley Ranch Development Agreement for Planning Areas 24, 25, 32, 49, 49A, and 50. CSD is also informed and believes that it may also receive additional fair market value monies established by appraisal for Planning Areas 16 and 28. Attached hereto and incorporated herein as Exhibit __ is a copy of a map showing the abovementioned Planning Areas in the Moreno Valley Ranch Specific Plan 193. CSD commits to use said park development fees and fair market value monies, estimated to be $2,250,000, for the planning and construction of the Recreational Facilities identified in this Agreement as the fees and monies become available in an amount not to exceed the actual fees and monies received. Fees and monies provided by CSD shall not be used for any purpose specifically provided for in this Agreement. Fees and monies provided by CSD shall not be used for the ongoing maintenance of the Recreational Facilities or for the full payment of utilities.

(3) CSD shall receive and review all plans and change orders submitted by RCCD pursuant to this Agreement and shall process same in the normal course of business.

(4) CSD shall pay or secure a waiver from the City of Moreno Valley for all plan check and inspection fees for the Facilities covered by this Agreement.

(5) CSD may attempt to secure additional funding for the construction and/or maintenance of the Recreational Facilities specifically provided for in this Agreement.
C. **Priority of Use:**

During the term of this Agreement, use of the Recreational Facilities shall be as follows:

1. The Recreational Facilities, excluding the multi-purpose building, shall be open for public use during the hours established by CSD for parks, as from time to time amended, which is currently between the hours of 7:00 a.m. and 10:00 p.m., daily. Use of the multi-purpose room shall be as provided for in the separate scheduling agreement annually negotiated by the Parties.

2. Except for the tot lot and the picnic shelters, RCCD shall have exclusive use of the Recreational Facilities at all times not otherwise specifically provided for herein. The general public, including students of RCCD, shall have use of the tot lot and picnic shelters at all times the Recreational Facilities are open. CSD may acquire the right to exclusive use of the Recreational Facilities, except for the tot lot and picnic shelters, at any other time upon written agreement with RCCD.

3. Except for the tot lot and the picnic shelters, CSD shall have exclusive use of the Recreational Facilities from 4:00 p.m. to 10:00 p.m., Monday through Friday, and from 7:00 a.m. to 10:00 p.m. on Saturdays, Sundays, and holidays. The general public, including students of RCCD, shall have use of the tot lot and picnic shelters at all times the Recreational Facilities are open. CSD may acquire the right to exclusively use the Recreational Facilities at any other time upon written agreement with RCCD. For purposes of this Agreement, “holiday” shall mean any holiday during which RCCD administrative offices are closed to conduct normal business.

4. Between the hours of 10:00 p.m. and 7:00 a.m., the Recreational Facilities, including the tot lot and picnic shelters, shall be under the exclusive control of RCCD, unless otherwise agreed to by the Parties in writing.

5. Any Party may permit, rent, or otherwise allow exclusive use of any or all of the Recreational Facilities by any individual or group without the consent of the other Party during any period of that Party’s right to exclusive use of the Recreational Facilities. No Party shall have the right to permit, rent, or otherwise allow exclusive use of any or all of the Recreational Facilities during any time period for which that Party does not have the right of exclusive use of the Recreational Facilities unless that Party first obtains the written permission of the other Party.

D. **Maintenance Obligations:**

1. **RCCD:**
   - Except as otherwise specifically provided for herein, RCCD shall be solely responsible for the repair, maintenance, upgrade, and replacement of all Recreational Facilities to minimum RCCD standards for like Recreational Facilities.
   - Except as otherwise specifically provided for herein, RCCD shall be solely responsible for all costs of repair, maintenance, upgrade, and replacement of all Recreational Facilities.
(c) Except as otherwise specifically provided for herein, RCCD shall be solely responsible for the repair or replacement of any Recreational Facility as a result of normal wear and tear, damage, destruction, vandalism, or graffiti.

(d) RCCD shall maintain the multi-purpose trail to at least minimum State standards for similar trails used for public recreational purposes. Fees and monies paid to RCCD by CSD may be used for the initial construction of the trail, but shall not be used for the ongoing maintenance of said trail.

(2) CSD:

(a) CSD shall be solely responsible for the repair, maintenance, upgrade, and replacement of the sports field lighting system.

(b) CSD shall be solely responsible for the repair or replacement of any Recreational Facility as a result of damage, destruction, vandalism, or graffiti that can unequivocally be shown to have occurred during any period of exclusive use by CSD.

E. Utility Obligations:

(1) RCCD:

(a) Except as otherwise specifically provided for herein, RCCD shall be solely responsible for providing all utilities necessary for the use and enjoyment of the Recreational Facilities including, but not limited to, electricity, natural gas, telephone, water, and waste removal.

(b) Except as otherwise specifically provided for herein, RCCD shall be solely responsible for payment of all utilities consumed by, at, on, or otherwise through the use and enjoyment of the Recreational Facilities.
(2) CSD:
   (a) CSD shall be solely responsible for payment of all electric energy costs for
       sports field lighting during all times of exclusive use by CSD.

F. Concessions:

(1) RCCD:
   (a) RCCD shall have the right to provide its own concession operations, or
       concession operations through various civic groups or concessionaires for
       the furnishing of food snacks or non-alcoholic beverages during all times
       during which RCCD has exclusive use of the Recreational Facilities.
   (b) RCCD shall have exclusive rights to contract, install, operate, allow, or
       otherwise permit vending machines on the property and to derive the
       income from.
   (c) RCCD shall respect and not interfere with any contracts, or other obligations
       of CSD concerning concessions during any time of exclusive use of the
       Recreational Facilities by CSD.

(2) CSD shall have the right to provide its own concession operations, or
concession operations through various civic groups or concessionaires for
the furnishing of food snacks or non-alcoholic beverages during all times
during which CSD has exclusive use of the Recreational Facilities.

(b) CSD shall respect and not interfere with any contracts or other obligations
of RCCD concerning concessions during any time of exclusive use of the
Recreational Facilities by RCCD.

3. General Provisions Applying to the Entire Agreement

A. Insurance:
   (1) RCCD:
       (a) RCCD shall procure and maintain, at its sole expense comprehensive
           general/premises liability coverage to protect against loss from damages
           arising out of bodily injury or property damage suffered or alleged to be
           suffered from any act or omission of RCCD or its officers, agents,
           contractors, employees, invitees, vendors, successors, assigns, or any
           person or entity acting for or at the request of RCCD, or under RCCD’s
           control or direction.
       (b) Such comprehensive general/premises liability insurance shall be
           maintained by RCCD or its successors or assigns in full force and effect
           throughout the full term of this Agreement, and any extensions hereof, in the
           minimum amount of one million dollars ($1,000,000) per individual per
           occurrence, or two million dollars ($2,000,000) aggregate.
       (c) Comprehensive general/premises liability insurance procured and
           maintained by RCCD shall provide coverage to, and be the primary
           insurance of, the Parties for liabilities arising out of and during the times of
           exclusive use by RCCD of any or all of the Recreational Facilities.
(d) Comprehensive general/premises liability insurance procured and maintained by RCCD shall provide coverage to the Parties, at all times of non-exclusive use by the Parties of any or all of the Recreational Facilities. Such comprehensive general/premises liability insurance shall be coordinated with the comprehensive general/premises liability insurance of CSD for any and all liabilities arising out of the non-exclusive use of the Recreational Facilities by the Parties.

(e) Except as otherwise specifically provided for herein, RCCD shall procure and maintain, at its sole expense, casualty insurance covering damage or destruction of the Facilities in the amount of the full replacement cost of the Facilities against all commercially insurable hazards and casualties. The minimum amount of coverage for said policy shall be one million dollars ($1,000,000).

(f) The terms of the above-required insurance policies issued to provide the required coverage shall not be amended to reduce the required coverage or policy limits, nor shall said policies be canceled by the insurance carrier without thirty (30) days written notice from the insurance carrier by certified or registered mail of the amendment or cancellation to CSD. Within fifteen (15) days of the written notice from the insurance carrier of cancellation of the policy or policies, RCCD shall submit to the CSD new evidence of insurance for the coverage and in the amounts required herein.

(g) All insurance companies providing insurance pursuant to this Agreement shall be rated (A minus: VII – Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

(h) CSD and the City of Moreno Valley, and their officers, employees, and agents, shall be named as additional insured on each of the above policies. RCCD hereby waives any and all subrogation rights against CSD and the City of Moreno Valley, and their officers, employees, and agents, under all of the above-required policies. The Certificate of Insurance or appropriate insurance binder shall bear an endorsement containing the following provisions:

“It is agreed that the Moreno Valley Community Services District and the City of Moreno Valley and their respective officers, employees, and agents are included as additional insured under this policy and the coverage provided shall be primary insurance and not contributing with any other insurance available to the Moreno Valley Community Services District, the City of Moreno Valley, or their respective officers, employees, or agents under any third party policy. It is further agreed that any and all rights of subrogation under this policy against the Moreno Valley Community Services District and the City of Moreno Valley and their respective officers, employees, and agents are hereby waived.”

(2) CSD:
(a) CSD shall procure and maintain, at its sole expense, comprehensive
general/premises liability coverage to protect against loss from damages
arising out of bodily injury or property damage suffered or alleged to be
suffered from any act or omission of CSD or its officers, agents, contractors,
employees, invitees, vendors, successors, assigns, or any person or entity
acting for or at the request of CSD, or under CSD’s control or direction.

(b) Such comprehensive general/premises liability insurance shall be
maintained by CSD or its successors or assigns in full force and effect
throughout the full term of this Agreement, and any extensions hereof, in the
minimum amount of one million dollars ($1,000,000) per individual per
occurrence, or two million dollars ($2,000,000) aggregate.

(c) Comprehensive general/premises liability insurance procured and
maintained by CSD shall provide coverage to, and be the primary insurance
of, the Parties for liabilities arising out of and during the times of exclusive
use by CSD of any or all of the Recreational Facilities.

(d) Comprehensive general/premises liability insurance procured and
maintained by CSD shall provide coverage to the Parties, but shall not be
the primary insurance of the Parties, at all times of non-exclusive use by the
Parties of any or all of the Recreational Facilities. Such comprehensive
general/premises liability insurance shall be coordinated with the
comprehensive general/premises liability insurance of RCCD for any and all
liabilities arising out of the non-exclusive use of the Recreational Facilities
by the Parties.

(e) CSD shall procure and maintain, at its sole expense, casualty insurance
covering damage or destruction of the Sports Field Lighting System in the
amount of the full replacement cost of the Sports Field Lighting System
against all commercially insurable hazards and casualties.

(f) The terms of the above-required insurance policies issued to provide the
required coverage shall not be amended to reduce the required coverage or
policy limits, nor shall said policies be canceled by the insurance carrier
without thirty (30) days written notice from the insurance carrier by certified
or registered mail of the amendment or cancellation to RCCD. Within fifteen
(15) days of the written notice from the insurance carrier of cancellation of
the policy or policies, CSD shall submit to RCCD new evidence of insurance
for the coverage and in the amounts required herein.

(g) All insurance companies providing insurance pursuant to this Agreement
shall be rated (A minus: VII – Admitted) or better in Best’s Insurance Rating
Guide and shall be legally licensed and qualified to conduct business in the
State of California.

(h) RCCD and its officers, employees, and agents shall be named as additional
insured on each of the above policies. CSD hereby waives any and all
subrogation rights against RCCD and its officers, employees, and agents
under all of the above-required policies. The Certificate of Insurance or
appropriate insurance binder shall bear an endorsement containing the
following provisions:
“It is agreed that the Riverside Community College District and its officers, employees, and agents are included as additional insured under this policy and the coverage provided shall be primary insurance and not contributing with any other insurance available to the Riverside Community College District, or its officers, employees, or agents under any third party policy. It is further agreed that any and all rights of subrogation under this policy against the Riverside Community College District and its officers, employees, and agents are hereby waived.”

(3) Joint Policies:
(a) Nothing in this Agreement shall be construed to prohibit the Parties from jointly procuring and maintaining a single policy or policies to provide the coverage in the amounts required by this Agreement upon mutually agreed upon terms and conditions.

(4) Self-Insurance:
(a) Nothing in this Agreement shall be construed to prohibit the Parties from legally self-insuring for any or all of the risks contemplated by this Agreement upon the same terms and conditions imposed by this Agreement for commercial insurance coverage.

B. Privileges and Immunities:
(1) To the fullest extent allowed by law, the officers, agents, and employees of any Party shall retain all the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and all benefits, including but not limited to, pension, relief, disability, and workers’ compensation which they are entitled to when performing their respective functions within the territorial limits of such Party, and while they are engaged in the performance of their functions and duties extraterritorial pursuant to this Agreement.

C. Indemnification:
(1) Each Party shall hold the other Party, and their officers, agents and employees, free and harmless from any liability for loss, damage, or injury to persons or property arising from the acts or omissions of that Party in connection with the joint use of the Recreational Facilities. Without limiting the generality of the foregoing, the Parties, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of the Government Code. Each Party hereby agrees to defend, indemnify and hold harmless the other Party for any loss, cost, or expense, including court costs and reasonable legal fees, that may be imposed upon the other Party solely by virtue of Section 895.2 of the Government Code.
D. Term:

(1) The term of this Agreement shall be for a period of fifty (50) years, unless terminated earlier as hereinafter provided; with automatic extensions to a total of 100 years.
(2) This Agreement may be extended up to five (5) ten (10) year periods upon the same terms and conditions upon mutual consent of the Parties in writing, or the Parties may negotiate a new Agreement.
(3) Upon expiration of the term of this Agreement, RCCD shall take title to the Recreational Facilities without any further obligation to CSD; except, however, RCCD shall pay to CSD the then fair market value of the sports field lighting system. If RCCD does not wish to acquire the sports field lighting system, then CSD may, at its option, remove the sports field lighting system or abandon it in place without any further obligation by RCCD.

E. Termination:

(1) This Agreement shall not be terminated by the Parties at anytime during its term except as a remedy to the non-defaulting Party in any court action for material breach of the terms and conditions of this Agreement.

F. Policies and Procedures:

(1) The Parties shall jointly prepare a written policy and procedures manual for the joint use of the Recreational Facilities, which shall include, without limitation, the following:
   (a) The names and phone numbers of persons authorized by each Party to resolve operational issues relating to this Agreement;
   (b) The establishment of records regarding this Agreement;
   (c) The use of administrative and operations personnel to effectuate the terms of this Agreement;
   (d) The policies, regulations, and legal provisions that shall apply to the Recreational Facilities.

G. Dispute Resolution:

(1) In the event of a dispute between the Parties with respect to the operational provisions of this Agreement, an RCCD official and the Executive Director of the CSD shall meet to attempt to resolve the dispute. Disputes concerning operational matters that have not been resolved, and all disputes regarding money or possible liability, shall be referred to a joint session of the CSD Board of Directors and the RCCD Board of Trustees for resolution. In the event the dispute is not successfully resolved in such joint session, either Party may then seek relief in a court of competent jurisdiction.

H. Remedies:
(1) In any court action arising out of or otherwise related to this Agreement, the Parties shall be entitled to any and all available remedies in law and/or equity.

(2) In addition to all available legal and equitable remedies, and because of the inadequacy of monetary remedies due to the nature and purpose of this Agreement, any Party may seek and obtain judicial relief by specific performance and/or by civil injunction or writ of mandate to continue the joint use of the Facilities by the Parties pending final resolution of any dispute arising out of or otherwise related to this Agreement.

(3) The prevailing Party in any action arising out of or otherwise related to this Agreement shall be entitled to all court costs and reasonable attorney fees actually incurred.

(4) For purposes of this Agreement, “prevailing Party” shall mean any Party in whose favor all of the issues in a court proceeding are finally determined.

I. Notices:

(1) Notices required or permitted to be given by any Party pursuant to this Agreement shall be made in writing and delivered either personally or by certified mail, postage prepaid, to the other Parties at the following addresses, or to such other address as may be designated from time to time in a written notice given pursuant hereto by the concerned Party:

   (a) RCCD:
       Riverside Community College District
       4800 Magnolia Avenue
       Riverside, CA 92506
       Attention: Aan Tan, Associate Vice-President of Facilities and Planning

   (b) CITY/CSD:
       City of Moreno Valley
       Parks and Recreation Department
       Post Office Box 88005
       14177 Frederick Street
       Moreno Valley, CA 92552-0805
       Attention: George Price, Director of Parks and Recreation

J. Miscellaneous:

(1) Severability. If any section, clause, or phrase of this Agreement, or the application thereof to any Party or any other person or circumstance, is held to be invalid by a final decision of a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement, of the application thereof to any Party or any other person or circumstance, shall not be affected thereby.

(2) Non-assignability of Participating Interests. The rights and duties of any Party to this Agreement shall not be assignable or transferable unless such assignment or transfer is required by law and is not within the control of the Party making the assignment or transfer.
(3) **Section Headings.** The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions or language of this Agreement.

(4) **Choice of Laws.** This Agreement is made in Riverside County, State of California, under the Constitution and laws thereof, and shall be construed and enforced in accordance with the laws of the State of California.

(5) **Jurisdiction.** Because the Parties are governmental entities located within Riverside County, and in the interest of avoiding any bias or prejudice as to any particular Party, the Parties agree that jurisdiction to hear disputes arising out of this Agreement shall be in the Superior Court of any neutral county in the State of California agreed upon by the Parties. In the event the Parties cannot agree, the action shall be filed in the Superior Court of Riverside County and the Presiding Judge of said court shall assign this matter to a neutral county at the Court’s discretion.

(6) **Cooperation.** The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the accounting, litigation, and public relations.

(7) **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto.

(8) **Entire Agreement.** This Agreement supersedes any and all prior written and/or oral agreements that may or may not exist concerning the subject matter of this Agreement and constitutes the only Agreement by and between the Parties hereto.

(9) **Amendments.** The Parties upon mutual agreement in writing signed by those having signature authority to legally bind the respective Party and upon ratification of the amendment by the respective governing bodies of the Parties may amend this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the date first herein above written.

MORENO VALLEY COMMUNITY SERVICES DISTRICT

Charles White, President of the Board of Directors of the Moreno Valley Community Services District

ATTEST:

______________________________
City Clerk, in the capacity of Secretary

RIVERSIDE COMMUNITY COLLEGE DISTRICT

James L. Buysse, Vice President Administration and Finance
to the Board of Directors of the Moreno Valley Community Services District

APPROVED AS TO FORM:

______________________________
City Attorney, in the capacity of General Legal Counsel to the Moreno Valley Community Services District

APPROVED AS TO FORM:

______________________________
Attorney for the Riverside Community College District

Attachments: [Not included with this copy]
1. Exhibit ___ – Join Powers Agreement and Amendment
2. Exhibit ___ – Map of RCCD site where Facilities are to be located.
3. Exhibit ___ – Map of RCCD Campus showing multi-purpose trail.
4. Exhibit ___ – Map showing Planning Areas contributing park development fees.
First Amendment to the Joint Exercise of Powers Agreement

The Joint Exercise of Powers Agreement, entered into on July 22, 1993, by and between Riverside Community College District ("District") and the City of Moreno Valley ("City"), is hereby amended to read as follows:

“This Agreement, amended this 10th day of September, 2002 by and between Riverside Community College District ("District"), the City of Moreno Valley ("City") and the Moreno Valley Community Services District ("CSD"), hereinafter sometimes referred to as "the Parties", is as follows:

Recitals

A. The District is a community college district, organized and existing pursuant to the laws and constitution of the State of California.

B. The City is a municipal corporation, organized and existing pursuant to the laws and constitution of the State of California.

C. The CSD is a public body corporate and politic, organized and existing pursuant to the laws and constitution of the State of California.

D. Each party is a public authority within the meaning of subdivision (a) of Section §10901 of the Education Code of the State of California and has the authority to enter into this Agreement.

E. Each party is a public agency within the meaning of Section § 6500 of the Government Code of the State of California and has the authority to enter into this Agreement.

F. The District, the City, and the CSD each possess separately the powers to organize, promote, conduct and provide programs of community recreation and service. Said power is hereinafter sometimes generally referred to as the “Recreation Power.”

G. The District, the City, and the CSD each possess property and other resources which are or can be used in exercise of the Recreation Power.

H. The territory within the boundaries of the separate parties is either the same territory within the boundaries of each respective party or is contiguous to such territory.

I. The Parties have determined that it is in the interest of efficiency and economy, and in furtherance of the public health and welfare that the recreational resources of the Parties should be available for community use to the fullest extent practicable.

J. In furtherance of their intent, the Parties desire to enter into a master agreement setting forth basic conditions for the joint exercise of the Recreation Power including, without limitation, the joint use of funds, personnel and the real and personal property of each, all in accordance with the following terms and conditions.”
Section 8 entitled “Notices” is amended to read as follows:

8. **NOTICES.** Notices required or permitted to be given hereunder shall be sufficiently given if made in writing and delivered either personally or by certified mail, postage prepaid, to each other Party at the following addresses or to such other address as may be designated from time to time in written notice given pursuant hereto by the concerned Party:

**If to District:**
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Assistant Superintendent/Business Manager

**If to the City:**
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attention: City Manager

**If to the CSD:**
Moreno Valley Community Services District  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attention: City Clerk

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be amended as of the date first herein above written.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: President, Board of Trustees  
Date

CITY OF MORENO VALLEY  
Date

MORENO VALLEY COMMUNITY SERVICES DISTRICT  
Date
ATTEST:
City Clerk, for the City and CSD

________________________
District Secretary

APPROVED AS TO FORM:

________________________
City Attorney, as counsel for both the City and the CSD
Joint Exercise of Powers Agreement
City of Moreno, Parks and Recreation Department

JOINT EXERCISE OF POWERS AGREEMENT

This Agreement, made this 22nd day of July, 1993, by and between RIVERSIDE COMMUNITY COLLEGE DISTRICT ("District") and the CITY OF MORENO VALLEY ("City"), hereinafter sometimes referred to as “the Parties”, is as follows:

RECITALS

A. The District is a community college district, organized and existing pursuant to the laws and constitution of the State of California.

B. The City is a municipal corporation, organized and existing pursuant to the laws and constitution of the State of California.

C. Each party is a public authority within the meaning of subdivision (a) of Section § 10901 of the Education Code of the State of California, and have the authority to enter into this Agreement.

D. Each party is a public agency within the meaning of Section § 6500 of the Government Code of the State of California and have the authority to enter into this Agreement.

E. The District and the City each possess separately the powers to organize, promote, conduct and provide programs of community recreation and service. Said power is hereinafter sometimes generally referred to as the “Recreation Power.”

F. The District and the City each possess property and other resources, which are or can be used in exercise of the Recreation Power.

G. The territory within the boundaries of the separate parties is either the same territory within the boundaries of each respective party or is contiguous to such territory.

H. The Parties have determined that it is in the interest of efficiency and economy and in furtherance of the public health and welfare that the recreational resources of the Parties should be available for community use to the fullest extent practicable.

I. In furtherance of their intent, the Parties desire to enter into a master agreement setting forth basic conditions for the joint exercise of the Recreational Power including, without limitation, the joint use of funds, personnel and the real and personal property of each, all in accordance with the following terms and conditions:
TERMS AND CONDITIONS

1. JOINT PLANNING. Each Party shall advise the other regarding its land acquisition and major development plans when the acquiring or developing Party intends the land or development to be devoted to joint use. Each Party shall acquire adjacent sites wherever possible whenever it is mutually determined that a facility for joint use could feasibly be constructed thereon. Feasibility studies for such joint use may be proposed by either Party and delivered to the other Party for approval prior to any such land acquisition. Where no joint use is immediately planned, public buildings and facilities constructed by each Party shall be designed to serve the specific purpose for which it is constructed; provided, however, that where deemed practicable by the affected party, the design shall also contemplate community needs for joint use. Where joint use is immediately planned, such facilities shall be designed primarily for joint use, and the costs of such design and architectural work shall be borne by both Parties as set forth in the separate agreement for the facility as described in Paragraph 2 hereof.

2. JOINT DEVELOPMENT. The joint acquisition and development of specific facilities shall be accomplished by an agreement by and between the Parties for each such facility, the terms and conditions of which shall be consistent with the provisions hereof. Any such agreement shall address, without limitation, the following issues as applicable:
   a. Allocation between the Parties of the cost of financing the acquisition of real and personal property to be part of the facility;
   b. Allocation between the Parties of the cost of financing the construction of improvements to real property to be part of the facility;
   c. Timing of contribution of funds, other personal property and real property for the facility by each Party;
   d. Identification of accounts in which funds contributed by the Parties for the facility shall be deposited;
   e. Identification of the Party or Parties having the authority to make disbursements from the accounts in which contributed funds for the facility are held;
   f. Accounting standards which shall be observed by the Party or Parties having the authority to make such disbursements, the type of reports subject to such accounting standards which shall be made by the disbursing Party, and the frequency of such reports;
   g. The vesting of title to real and personal property (i) acquired for the facility or (ii) contributed by one of the Parties for the facility during the joint use thereof;
   h. Identification of the Party having responsibility for preparing design specifications, bid forms and supervision of work up to the time of completion of such work; and
   i. Evidence of approval of the acquisition and development of the facility by the governing bodies of each Party.

3. JOINT USE. The joint use of a facility by the Parties (a) already owned by a Party or (b) to be jointly acquired and developed by the Parties shall be pursuant to an agreement by and between the Parties for such facility. In the event a facility is to be
jointly acquired and developed by the Parties, such agreement may be combined with the Agreement described in Paragraph 2 hereof. Any such agreement shall address, without limitation, the following issues as applicable:

a. The agreement of a Party owning a facility to permit the joint use of the facility, provided that such use shall not interfere with the primary purpose of such facility, or constitute a violation of applicable law;

b. The identification of the Party having the duty to maintain and operate the facility during such joint use;

c. The allocation between the Parties of the costs of maintenance and operation of the facility;

d. The identification of the Party, if any, having the duty to contribute qualified employees to operate and maintain the facility;

e. Provisions, as applicable, for the exclusive use of the facility by one or both of the Parties, and the particular periods of such exclusive use;

f. The terms and conditions pursuant to which money, other personal property or real property previously contributed to the joint use by one Party may or shall be acquired by the Parties jointly or distributed to the Parties upon termination of the joint use;

g. The term of the joint use of the facility and the rights of each Party in and to the facility thereafter;

h. Identification of accounts in which funds contributed by the Parties for the maintenance and operation of the facility shall be held, the Party or Parties having the authority to make disbursements from the accounts in which contributed funds for the facility are held, and the accounting standards which shall be observed by the Party or Parties having the authority to make such accounting standards which shall be made by the disbursing Party and the frequency of such reports; and

i. Evidence of approval of the joint use of the facility by the governing bodies of each of the Parties.

4. TERM. This Agreement shall continue in full force and effect until terminated. This Agreement may be terminated by any Party upon ninety (90) days advance written notice to the other Parties provided, however, that no such termination shall affect or modify any rights, duties or obligations established pursuant to an agreement by and between the Parties pursuant to Paragraph 2 or 3 hereof.

5. PRIVILEGES AND IMMUNITIES. All the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions within the territorial limits of such Party, shall apply to such officers, agents and employees to the same degree and extent while engaged in the performance of their functions and duties extraterritorial pursuant to this Agreement or any agreement entered into pursuant hereto.

6. INSURANCE AND INDEMNIFICATION.
a. The Parties may, in an agreement entered into pursuant to Paragraph 2 or 3 hereof, agree to obtain public liability insurance to protect themselves and each other from claims for personal injury or property damage arising out of implementation of such agreement, and the cost of any such insurance coverage, if obtained solely for claims arising from implementation thereof, shall be a proper charge against revenues received in carrying out the purpose of this Agreement. To the extent that liability for any such claim is not covered by insurance obtained pursuant to this paragraph 6 (a), the defense and the administration of claims arising out of performance of this Agreement shall be allocated to the Parties in accordance with Paragraph 6 (b) hereof.

b. Section § 895.2 of the Government Code imposes certain tort liability jointly upon public agencies solely by reason of such agencies being parties to an agreement as defined in Section § 895 of said Code. Therefore, each of the Parties, as between themselves, pursuant to the authorization contained in Sections § 895.4 and 895.6 of the Government Code, assumes the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement or any memorandum of understanding entered into pursuant hereto, to the same extent that such liability would be imposed in the absence of Section § 895.2 of said Code. To achieve this purpose, each Party hereby agrees to defend, indemnify and hold harmless each other Party for any loss, cost or expense that may be imposed upon such other Party solely by virtue of Section § 895.2 of the Government Code.

7. NO LIMITATION.
   a. Nothing contained in this Agreement or in any agreement entered into pursuant hereto shall be construed to limit the right of any Party to organize, promote, conduct or provide any program or programs of community recreation apart from or in addition to any such programs organized, promoted, conducted or provided pursuant hereto.
   b. Except as may be specifically provided herein to the contrary, nothing contained in this Agreement or in any agreement entered into pursuant hereto shall be construed to prohibit the entering into, or to repeal, amend or otherwise modify any other agreement entered into between one or more Parties and any other party or parties or any non-party, whether or not such other agreement treats the same subject matter.

8. NOTICES. Notices required or permitted to be given hereunder shall be sufficiently given if made in writing and delivered either personally or by certified mail, postage prepaid, to each other Party at the following addresses or to such other address as may be designated from time to time in written notice given pursuant hereto by the concerned Party:

   If to District:
   Riverside Community College District
   4800 Magnolia Avenue

Appendix
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9. MISCELLANEOUS.
   a. **Severability.** If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstances is for any reason held to be invalid by the final decision of a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to any other Party or through other persons or circumstances shall not be affected thereby.
   b. **Non-assignability of Participating Interests.** The rights and duties of any Party to this Agreement shall not be assignable or transferable without the prior written consent of the other Party.
   c. **Section Headings.** The section heading herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.
   d. **Laws of California.** This Agreement is made in the State of California, under the constitution and laws thereof, and shall be construed and enforced in accordance with the laws of such state.
   e. **Construction of Language.** It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, cooperation in matters relating to accounting, litigation, public relations and the like.
   f. **Cooperation.** The Parties hereby agree to cooperate with each other in carrying out the purposes and objectives of this Agreement, including, without limitation, cooperation in matters relating to accounting, litigation, public relations and the like.
   g. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.
   h. **Amendments.** This master Agreement contains all of the terms and conditions made between the Parties as of this date but may be amended by the mutual agreement of the governing bodies of both Parties at a future date to encompass specific recreational and cultural facilities, projects and activities where such amendment is determined to be in the best interest of the Parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the date first herein above written.
RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: President, Board of Trustees

CITY OF MORENO VALLEY

By: Mayor

ATTEST:

City Clerk

District Secretary

APPROVED AS TO FORM:

City Attorney
June 15, 2001

Edward Moreland, Vice President
Government Relations Department
American Motorcyclist Association
1225 I Street, N.W., Suite 500
Washington, D.C. 20005

Re: The NOHVCC OHV Park Guide

Dear Mr. Moreland,


The support that NOHVCC is seeking from AMA is funding for cartoon artwork by “Barnett.” Mr. Barnett’s work, featured in many issues of American Motorcyclists, meets the standards of the Guide’s author, George Fogg. The Guide may require as many as forty small cartoons illustrating individuals, small groups of OHV enthusiasts and OHV recreation situations.

Format for the Guide is an 8 ½ x 11”, perfect bind, 150 to 180-page document. Publication is scheduled for Spring 2002.

Mr. Fogg, under contract with NOHVCC, is already in the process of writing the Guide. George Fogg as the author of three park development books published by the National Recreation and Park Association, as a selected Fellow of the American Society of Landscape Architects, and with over 40-years of experience in the planning, design, development, maintenance, and operation of parks will give automatic credibility to the Guide.

The budget for the Guide project, including writing, layout, and publishing is ______. Direct financial support for the Guide includes the United States Department of Transportation Federal Highway Administration, the Motorcycle Industry Council, and American Honda Motor Company. In addition to their initial support, FHWA will purchase a minimum of fifty Guides for immediate distribution to all Recreational Trails Program State Trail Administrators.
The purpose of the Guide is to provide information and resources to park planners, government agencies, private developers, and off-highway vehicle (OHV) recreation enthusiasts for the planning, design, funding, operation and maintenance of OHV parks that meet the needs and desires of the OHV public while addressing environmental and general social concerns.

An OHV park as defined in the Guide is a developed and managed recreational and educational facility that provides for a variety of OHV riding and driving experiences. An OHV park may consist of a few acres nestled within a large metropolitan area or a rural multi-thousand acre site.

We recognize that the support we are requesting is considerable. However, we believe that the direct benefit derived from support recognition within the Guide is worthwhile and that the long term benefits to off-highway motorcycle and ATV enthusiasts are invaluable and in keeping with the AMA Mission.

We look forward to discussing our request with you further at your earliest convenience.

Sincerely,

Dana Bell, Project Coordinator
National Off-Highway Vehicle Conservation Council
5764 Campo Walk
Long Beach, CA 90803
PUBLICATION AGREEMENT

Made between the National Off-Highway Vehicle Conservation Council, Inc., 4718 South Taylor Drive, Sheboygan, WI (the NOHVCC) and the National Recreation and Park Association (NRPA), 22377 Belmont Ridge Road, Ashburn, VA 20148.

The NOHVCC and NRPA agree that:

1. The NOHVCC will have written for publication a work on the subject of “Park Guidelines for Off-Highway Vehicles.” The NOHVCC grants NRPA the exclusive right to publish and sell the work, during the full term of copyright. NOHVCC shall retain the right to sell copies of the work through its normal distribution channels.
2. When the manuscript is ready for publication, it will be published at NRPA’s expense.
3. The NOHVCC will supply text and appropriate illustrations to NRPA by 1 February 2002. Final design and layout of the work will be completed by the NOHVCC in consultation with NRPA.
4. The NOHVCC guarantees that they are the sole owner of the work and have full power and authority to copyright it and to make this agreement; that the work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.
5. The work will contain no material from other copyrighted works without the written consent of the owner of such copyrighted material. The NOHVCC will obtain such consents and supply copies to NRPA.
6. NRPA will have the right (1) to publish the work in suitable style as to paper, printing, and binding; (2) to fix or alter the price; (3) to use all customary means to market the work.
7. NRPA will furnish ten copies (five each case bound and soft bound, if case bound copies are manufactured) of the book to the NOHVCC without charge. The NOHVCC may purchase additional copies for any use, including re-sale, at the following discounts from the retail price:
   a. 1-4 copies: 30%
   b. 5-49 copies: 40%
   c. 50 copies or more: 50%
8. NRPA will have the right to discontinue manufacture of the work at any time after the first printing of the work. Upon being declared out of print, all rights revert to the NOHVCC.

-End of contract-
Planning Division Publications of General Interest

The Concepts series

The California Department of Parks and Recreation’s Planning Division examines a wide range of issues relevant to outdoor recreation in California. Through surveys, guidebooks, articles and workshops, the Department studies current issues, trends and their implications for recreation service providers and the public. The results of this research are available to park and recreation professionals through a publication series called Concepts: Practical Tools for Parks and Recreation.


The California Recreational Trails Plan, Phase 1: 2002. Identifies 12 trails-related goals and general action guidelines to help direct future actions of the Department’s Statewide Trails Office for trail programs both within the State Park System and for its wider, statewide and national roles. http://www.parks.ca.gov/trails

The California Outdoor Recreation Plan: 2002. Assessment of the major outdoor recreation issues facing California and recommendations on how public agency park and recreation providers can effectively address these issues. http://www.parks.ca.gov/default.asp?page_id=796


Bear Facts Newsletter. A Planning Division newsletter published three times a year, containing articles on planning trends and information on parks and recreation in California. http://www.parks.ca.gov/default.asp?page_id=21810

Additional Planning Division articles and publications are available on the Planning Division’s Park and Recreation Technical Services Web page: http://www.parks.ca.gov/PARTS