

**JOINT USE AGREEMENT
BETWEEN THE CAMBRIA COMMUNITY SERVICES DISTRICT
AND THE COUNTY OF SAN LUIS OBISPO
FOR ACQUISITION OF
CAMBRIA COMMUNITY PARK**

This Agreement is made this 29th day of May, 2003, between the CAMBRIA COMMUNITY SERVICES DISTRICT ("DISTRICT"), a public entity in the State of California and the COUNTY OF SAN LUIS OBISPO ("COUNTY"), a public entity in the State of California, with reference to the following facts:

1. The DISTRICT and COUNTY are authorized under the authority of the California Government Code, Section 6500 et. seq., jointly to provide any services for which each might individually be responsible.

2. The DISTRICT is seeking to purchase certain property known as the East West Ranch to preserve for open space preservation and public recreational use and intends to set aside approximately 50 acres of said property as a community park serving the recreational needs of Cambria, as shown on Exhibit A, "East West Ranch," attached hereto and incorporated herein by reference.

3. The DISTRICT and COUNTY have determined a need for additional public recreational facilities within the unincorporated community of Cambria and both desire to make accommodations for such needs.

4. The DISTRICT and COUNTY believe a joint effort to finance the purchase of a site for such outdoor recreational facilities rather than to provide separate and less appropriate facilities would be in the best interest of both entities and the citizens within the DISTRICT and the COUNTY as a whole.

5. The DISTRICT will have the benefit of additional outdoor recreational facilities, which might otherwise be beyond the ability of the DISTRICT to purchase without the COUNTY'S financial contribution.

6. The COUNTY and its residents will receive the benefit of increased outdoor recreational facilities for children and adults at a considerable savings and viability than if the COUNTY were to undertake such a project at its own expense.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section I - Authority

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

Section II - Term of Agreement

2.1 This Agreement shall be in effect for a period of 5 years, unless earlier terminated pursuant to the provisions of this Agreement. The term shall commence upon execution of this Agreement by both the COUNTY and DISTRICT. During the period of this Agreement, the DISTRICT agrees to complete the purchase of the East West Ranch and begin the planning and development process of an approximately 50-acre portion of said Ranch as a community park for use for any all residents of the COUNTY under the same conditions and costs as it provides such services to residents of the DISTRICT.

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

Section III - County Contribution

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

3.2 Under that authority, COUNTY shall contribute a total capital outlay of five hundred thousand dollars (\$500,000) toward the cost of acquiring a community park at the East West Ranch site.

Section IV - Manner of Operation

4.1 The DISTRICT and COUNTY have agreed to cooperate in funding the acquisition of a community park at the East West Ranch; however, no independent entity has been established nor is one intended with regard to the DISTRICT and COUNTY in carrying out the terms of this Agreement.

4.2 The parties agree that the DISTRICT shall be the administrator of this Agreement. The DISTRICT will be responsible for all bids, offers to purchase, escrow and monitoring of all legal compliance, including but not limited to those laws governing construction of public facilities related to the purchase. The DISTRICT will be responsible for all payments to the seller, and will have sole responsibility for and authority over the manner in which the transaction is completed.

4.3 Upon acquisition, the DISTRICT shall be responsible for all maintenance and upkeep of the site.

4.4 The DISTRICT may improve, change or alter the site in any manner, which is not inconsistent with the parties intended result of providing a community park for use by the residents of the DISTRICT and the COUNTY.

4.5 The DISTRICT agrees to defend, indemnify and hold harmless the COUNTY and its officers, agents and employees from and against any and all claims, demands, costs, expenses, judgements, causes of action and liability which may be incurred by reason of injury to person or property due to any dangerous conditions at the community park site for which the DISTRICT is responsible.

Section V – Accounting

5.1 The parties agree that the General Manager for the DISTRICT shall be the designated official who shall be responsible for maintaining and accounting for all funds contributed by the DISTRICT and the COUNTY for the costs of acquiring the community park site.

Section VI – Default

6.1 Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. Should the DISTRICT fail to successfully acquire the East West Ranch or be able to provide an approximately 50-acre community park site resulting from said acquisition, the DISTRICT shall return all COUNTY contributed funds.

Section VII – Miscellaneous

7.1 This Agreement may be amended or modified only in writing, signed by DISTRICT and COUNTY.

7.2 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.3 The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.4 Notices desired or required to be given pursuant to this Agreement or by any law now or hereafter in effect may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, if to COUNTY, shall be addressed as follows:

COUNTY OF SAN LUIS OBISPO
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Parks Manager

and any such notice and the envelope containing the same, if to the DISTRICT, shall be addressed as follows:

CAMBRIA COMMUNITY SERVICES DISTRICT
P. O. Box 65
Cambria, CA 93428
Attention: General Manager

Either party may, by notice to the other given in accordance with this Section 7.5, specify a different address for notice purposes.

7.5 Non-Discrimination: DISTRICT and COUNTY shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

7.6 Entire Agreement and Modifications: This Agreement embodies the whole Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Agreement must be in writing and executed by both DISTRICT and COUNTY.

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

COUNTY OF SAN LUIS OBISPO

CAMBRIA COMMUNITY SERVICES DISTRICT

By: Michael P. Ryan
Chair, Board of Supervisors

By: [Signature]
General Manager

Approved by the Board of Supervisors this 22 day of July, 2003.

ATTEST:
JULIE L. RODEWALD
Clerk of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: C.M. CHRISTENSEN
Deputy Clerk

By: [Signature]
Deputy County Counsel

Date: 7/10/03