

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.2
(ID # 11000)

MEETING DATE:

Tuesday, October 8, 2019

FROM: Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Adopt Resolution No. 2019-09
Authorizing the Application for Per Capita Grant Funds, District ALL [\$0]

RECOMMENDED MOTION: That the Board of DIRECTORS:

1. Adopt Resolution No. 2019-09 Authorizing the Riverside County Regional Park & Open-Space District to submit applications to State of California, Department of Parks and Recreation for its Per Capita Grant Program; and
2. If awarded the grant, accept the grant award and authorize the General Manager, or designee, to execute grant award agreements and documents necessary for the administration of the grant that may result from aforementioned grant applications, provided that the District's contribution share has been budgeted for and approved by the Board of Directors, and that grant award documents are substantially in the State form attached and as approved by County Counsel; and
3. Direct the General Manager to return to the Board of Directors for approval if the funding of the grant significantly changes, or is altered or discontinued; and
4. Instruct the Clerk of the Board to return one copy of the resolution to the Riverside County Regional Park & Open-Space District.

ACTION:Policy

Scott Bangle, Director, General Manager / Park Director

9/26/2019

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel and Hewitt
Nays: None
Absent: Washington and Perez
Date: October 8, 2019
xc: Parks

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Per Capita Grant Funds			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In June 2018, California voters approved the "California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018" (Prop 68). Prop 68 authorizes \$4 billion in bonds to fund various water, parks, and coastal protection projects statewide. As a result of Prop 68's passage, California State Parks Office of Grants and Local Services (OGALS) has made \$185 million available through its Per Capita Grant Program. Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. This is not a competitive program; allocations were calculated based on questionnaires sent to potentially eligible entities in June 2019.

The Park District and County Parks Department allocation amount will be available later this year from the Office of Grants and Local Services. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The Park District identified the most project ready projects and presented recommendations to the District Advisory Commission which unanimously approved the following at their September 2019 meeting:

- Lake Cahuilla Veterans Regional Park – Entrance Road Repairs
- Lawler Lodge/Alpine Cabins – Paving Repairs and Improvements
- Rancho Jurupa Park – Roadway Repairs
- Lawler Lodge – Roof Replacement
- Lake Skinner Recreation Area – Roadway Repairs

With Resolution No. 2019-09 (223), the General Manager is seeking authorization from the Board of Directors to apply for the Per Capital Grant Program for fiscal year 2019 through 2020. If awarded the Grant, and provided that the District's contribution amount has been budgeted and approved by the Board, the General Manager is requesting for the Board's acceptance of the grant and authorization for the General Manager, or his designee, to sign the grant award documents without further action by the Board, subject to approval as to form by County Counsel. No budget adjustment is

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STATE OF CALIFORNIA**

necessary at this time since the District anticipated the continuation of this award program and included the funding in the FY19/20 budget requests. However, if a budget adjustment is warranted due to changes to the funding, the General Manager shall return to the Board of Directors for approval.

Board approval of the proposed resolution is a requirement of the grant application process, and authorizes the Park District to submit an application for funding. The standard State grant agreement is attached. A copy of any executed agreement(s) resulting from these applications will be provided to the Executive Office.

IMPACT ON CITIZENS AND BUSINESSES

These funds will provide the citizens of Riverside County with additional outdoor recreation opportunities and improvements not otherwise funded.

SUPPLEMENTAL:

Additional Fiscal Information

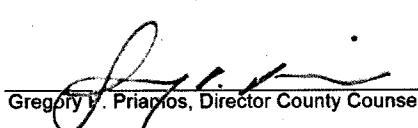
The Per Capita Grant Program has a 20% match requirement for projects not located in a severely disadvantaged area. Project sites must have a median income less than 60% of the statewide average within a half mile radius to qualify as severely disadvantaged. None of the identified project meet these criteria, and all are therefore subject to the matching funds requirement. A combination of Development Impact Fees and internal Park District Capital Improvement Program funds will be utilized to meet the match requirement. No County General Funds will be utilized in association with these projects.

ATTACHMENTS:

Resolution No. 2019-09
Standard State Agreement for Per Capita Projects


Nehini Maske, Principal Management Analyst

9/27/2019


Gregory V. Priamos, Director County Counsel

9/26/2019

1 Board of Directors

Riverside County Regional
Park & Open-Space District

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5 RESOLUTION NO. 2019-09
6 RESOLUTION OF THE BOARD OF SUPERVISORS
7 OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
8 APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

9 **WHEREAS**, the State Department of Parks and Recreation has been delegated the
10 responsibility by the Legislature of the State of California for the administration of the Per Capita
11 Grant Program, setting up necessary procedures governing application(s); and

12 **WHEREAS**, said procedures established by the State Department of Parks and
13 Recreation require the grantee's Governing Body to certify by resolution the approval of project
14 application(s) before submission of said applications to the State; and

15 **WHEREAS**, the grantee will enter into a contract with the State of California to complete
16 project(s);

17 NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS hereby:

- 18 1. Approves the filing of project application(s) for Per Capita program grant
19 project(s); and
- 20 2. Certifies that said grantee has or will have available, prior to commencement
21 of project work utilizing Per Capita funding, sufficient funds to complete the
22 project(s); and
- 23 3. Certifies that the grantee has or will have sufficient funds to operate and
24 maintain the project(s), and
- 25 4. Certifies that all projects proposed will be consistent with the park and
26 recreation element of the [city/county/district's] general or recreation plan (PRC
27 §80063(a)), and
- 28 5. Certifies that these funds will be used to supplement, not supplant, local
29 revenues in existence as of June 5, 2018 (PRC §80062(d)), and
- 30 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor
31 Code, and
- 32 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the
33 "Presidential Memorandum--Promoting Diversity and Inclusion in Our National

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BEN-VALDEZ
DATE 10/8/19

1 Parks, National Forests, and Other Public Lands and Waters,” dated January 12,
2 2017, the [city/county/district] will consider a range of actions that include, but are
3 not limited to, the following:

4 (A) Conducting active outreach to diverse populations, particularly
5 minority, low income, and disabled populations and tribal communities, to
6 increase awareness within those communities and the public generally
7 about specific programs and opportunities.

8 (B) Mentoring new environmental, outdoor recreation, and conservation
9 leaders to increase diverse representation across these areas.

10 (C) Creating new partnerships with state, local, tribal, private, and
11 nonprofit organizations to expand access for diverse populations.

12 (D) Identifying and implementing improvements to existing programs to
13 increase visitation and access by diverse populations, particularly
14 minority, low-income, and disabled populations and tribal communities.

15 (E) Expanding the use of multilingual and culturally appropriate materials
16 in public communications and educational strategies, including through
17 social media strategies, as appropriate, that target diverse populations.

18 (F) Developing or expanding coordinated efforts to promote youth
19 engagement and empowerment, including fostering new partnerships with
20 diversity-serving and youth-serving organizations, urban areas, and
21 programs.

22 (G) Identifying possible staff liaisons to diverse populations.

23 8. Agrees that to the extent practicable, the project(s) will provide workforce
24 education and training, contractor and job opportunities for disadvantaged
25 communities (PRC §80001(b)(5)).

26 9. Certifies that the grantee shall not reduce the amount of funding otherwise
27 available to be spent on parks or other projects eligible for funds under this
28 division in its jurisdiction. A one-time allocation of other funding that has been
expended for parks or other projects, but which is not available on an ongoing
basis, shall not be considered when calculating a recipient's annual
expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the
General Provisions contained in the contract shown in the Procedural Guide; and

1 11. Delegates the authority to the GENERAL MANAGER or designee to conduct
2 all negotiations, sign and submit all documents, including, but not limited to
3 applications, agreements, amendments, and payment requests, which may be
4 necessary for the completion of the grant scope(s); and

5 12. Agrees to comply with all applicable federal, state and local laws, ordinances,
6 rules, regulations and guidelines.

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9 ROLL CALL:

10 Ayes: Jeffries, Spiegel and Hewitt
11 Nays: None
12 Absent: Washington and Perez

13 The foregoing is certified to be a true copy of a resolution duly
14 adopted by said Board of Supervisors on the date therein set forth.

15 Kecia R. Harper, Clerk of said Board

16 By 
17 Deputy

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Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

Total State grant amount not to exceed \$ Grant amount

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

GRANTEE

Date _____

By _____
(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set

forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of

the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the

purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE
By: _____
Signature of Authorized Representative

Title: _____
Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____