

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



**ITEM: 3.18
(ID # 22354)**

MEETING DATE:

Tuesday, August 29, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2023-216 and Approval of the Maintenance and Operations Agreement between the County of Riverside and the Desert Recreation District (DRD) for the Mecca Regional Sports Park; California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4. [\$0] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301, Existing Facilities, and 15061(b)(3), "Common Sense" Exemption;
2. Adopt Resolution No. 2023-216, authorizing the County transfer the maintenance and operations of the Mecca Regional Sports Park to the Desert Recreation District (DRD);

Continued on Page 2

ACTION:Policy


Rose Salgado, Director of Facilities Management 8/16/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Maintenance and Operations Agreement between the County of Riverside and the Desert Recreation District for the Mecca Regional Sports Park, and authorize the Chair of the Board to execute the same on behalf of the County;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

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: None			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 2019, the County of Riverside submitted a grant application to the California Department of Parks and Recreation (State) for the Statewide Park Program to develop a regional sports park in the unincorporated community of Mecca. The County's grant application was selected for funding and on April 21, 2020, per M.O. 3.8, the County entered Contract No. C9801008 (Contract) with the State for the development of the Mecca Regional Sports Park (Sports Park). On March 22, 2022, per M.O. 3.13, the County entered into an agreement with Three Peaks Corporation for the construction of the Sports Park, which has reached substantial completion as of June 30, 2023.

To best maintain and provide this asset to the community, the County desires to enter into the Maintenance and Operations Agreement (Agreement) to transfer the management and operation of the Sports Park to the Desert Recreation District (Desert Recreation). As the local provider of recreation services to Mecca and surrounding communities, Desert Recreation is best suited to operate the Sports Park to its full capacity and potential.

The term for the Agreement is two (2) years, allowing time for the County and Desert Recreation to negotiate a permanent long-term Operating and Maintenance Agreement or a Transfer Agreement for the Park to Desert Recreation in accordance with the Contract terms. The contract performance period ends on June 30, 2048. The State has reviewed the Resolution and Agreement and is in supports the transfer of operations to Desert Recreation.

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

The Agreement and Resolution No. 2023-216 have been reviewed and approved as to form by County Counsel.

The potential impacts of the construction and operation of the Sports Park were previously analyzed in an Initial Study/Mitigated Negative Declaration, which was approved by the Board of Supervisors on October 29, 2019, and found to have no significant effects on the environment. In addition, pursuant to the California Environmental Quality Act (CEQA), the transfer of operations under this Maintenance and Operations Agreement was reviewed and determined to be categorically exempt from CEQA under State Guidelines sections 15301, Existing Facilities, and 15061(b)(3), "Common Sense" Exemptions. The Maintenance and Operations Agreement governs the operation and maintenance of the existing park by Desert Recreation and involves negligible or no expansion of the existing use. The Agreement is also an administrative action and would not result in physical modifications to the site and is limited to responsibility for the operation and maintenance of the Sports Park and therefore it can be seen with certainty that the activity will not have a significant effect on the environment.

Impact on Residents and Businesses

This Agreement for the Sports Park will allow Desert Recreation to best manage and operate the park for the benefit of the residents of this community.

Additional Fiscal Information

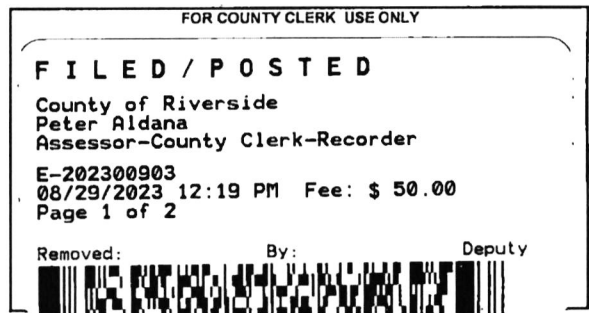
The consideration for this agreement is the operation and maintenance of the Sports Park

ATTACHMENTS:

- Resolution No. 2023 – 216
- Mecca Park Maintenance and Operations Agreement
- Aerial
- NOE Mecca Sports MOA 6-20-23

SC:sc/062023/


Aaron Gettis, Deputy County Counsel 8/16/2023



NOTICE OF EXEMPTION

June 20, 2023

Project Name: Authorization to Convey Maintenance and Operation obligations from the County of Riverside to the Desert Recreation District for Assessor’s Parcel Numbers (APN) 727-282-031 and 727-272-021, Riverside

Project Number: FM08100009946

Project Location: A portion of two County-owned parcels adjacent to the south of the Mecca Boys and Girls Club located at 91391 66th Avenue, west of Dale Kiler Road, Assessor’s Parcel Numbers (APNs) 727-282-031 and 727-272-021

Description of Project: In 2019, the County of Riverside submitted a grant application to the California Department of Parks and Recreation (State) for the Statewide Park Program to develop a regional sports park in the unincorporated community of Mecca. The County’s grant application was selected for funding and on April 21, 2020, per M.O. 3.8, the County entered into Contract No. C9801008 (Contract) with the State for the development of the Mecca Regional Sports Park (Sports Park). On March 22, 2022, per M.O. 3.13, the County entered into an agreement with Three Peaks Corporation for the construction of the Sports Park, which has reached substantial completion as of June 30, 2023. In an effort to best maintain and provide this asset to the community, the County desires to enter into the Maintenance and Operations Agreement (Agreement) to transfer the management of the Sports Park to the Desert Recreation District (Desert Recreation). As the local provider of recreation services to Mecca and surrounding communities, Desert Recreation is better suited to operate the Sports Park to its full capacity and potential.

The term for the Agreement is two (2) years, allowing time for the County and Desert Recreation to negotiate a long-term agreement and possible sale of the Park to Desert Recreation in accordance with the Contract terms. The Contract performance period ends on June 30, 2048. The State has reviewed the Resolution and Agreement and support the transfer of operations to Desert Recreation. The Agreement with Desert Recreation is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

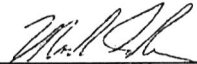
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301 Class 1 Existing Facilities Exemption and 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5 and 19 Sections 15061 and 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Maintenance and Operation Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the administration of operational contractual obligations. The potential impacts of the construction and operation of the Sports Park were previously analyzed in an Initial Study/Mitigated Negative Declaration, which was approved by the Board of Supervisors on October 29, 2019 and found to have no significant effects on the environment. The Maintenance and Operating Agreement will not require physical modifications to the existing facility which would increase or expand the use of the site, and is limited to the continued use of the facility in a similar capacity under the specified operator; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The Maintenance and Operating Agreement is an administrative function and would not result in direct or indirect environmental impacts. The potential impacts of the construction and operation of the Sports Park were previously analyzed in an Initial Study/Mitigated Negative Declaration, which was approved by the Board of Supervisors on October 29, 2019 and found to have no significant effects on the environment. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 6-20-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside

FORM APPROVED COUNTY COUNSEL
BY: *Caroline K. Monroy* 8-16-23
DATE
CAROLINE K. MONROY

1 Board of Supervisors

County of Riverside

2 RESOLUTION NO. 2023-216

3 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
4 RIVERSIDE TRANSFERRING OPERATION AND MAINTENANCE OF THE MECCA REGIONAL
5 SPORTS PARK TO THE DESERT RECREATION DISTRICT

6
7 **WHEREAS**, the County owns real property identified as Assessor’s Parcel Numbers 727-272-035
8 and 727-272-036, located in the unincorporated area of Mecca in Riverside County, California, and

9 **WHEREAS**, on April 21, 2020, the County entered into Contract No. C9801008 (“Contract”)
10 with the State of California, Department of Parks and Recreation for the Statewide Park Development and
11 Community Revitalization Grant Program, pursuant to Proposition 68 (2018 Bond Act, Pub. Res. Code
12 Section 80065(a)) that creates, expands, and improves regional parks and regional park facilities through
13 grants, for the development of the Mecca Regional Sports Park (the “Park”) on the Property, also
14 identified as 91403 66th Avenue, Mecca, CA 92254; and

15 **WHEREAS**, the County seeks to provide for the operation and maintenance of the Park for the
16 long-term use of the community of Mecca and the surrounding Coachella Valley; and

17 **WHEREAS**, the Desert Recreation District (“District”) has the expertise and ability and
18 willingness to provide for the operation and maintenance of the Park and its improvements for the
19 residents of Mecca and the surrounding Coachella Valley; and

20 **WHEREAS**, ensuring that the Park continues to be used in accordance with the terms set forth in
21 the Contract, and improve and enhance the health, welfare and safety of the community and its residents;
22 and

23 **WHEREAS**, when the Notice of Completion for the Park is approved by the Riverside County
24 Board of Supervisors, the County will relinquish and transfer the management and operations of the Park
25 to the District through a formal agreement.

26 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of
27 Riverside, in regular session assembled on August 29, 2023, as follows:

28 Section 1. All of the above recitals are true and correct and incorporated herein.

1 Section 2. Transfer of Management and Operations. After the Notice of Completion for
2 the Park is approved by the Riverside County Board of Supervisors, the County shall relinquish
3 and transfer operations and maintenance of the Park to the District under an agreement executed
4 concurrently herewith that sets forth the terms and conditions of the transfer.

5 Section 3. Contract C8901008. Contract No. C9801008 between the County and the State
6 of California, Department of Parks and Recreation for the Statewide Park Development and Community
7 Revitalization Grant Program was entered into pursuant to Proposition 68 (2018 Bond Act, Pub. Res.
8 Code Section 80065(a)), which creates, expands, and improves regional parks and regional park facilities
9 through grants. The Contract provides for the development of the Mecca Regional Sports Park on the
10 County property at 91403 66th Avenue, Mecca, CA 92254. The Contract performance period is from July
11 1, 2018 through June 30, 2048, and responsibilities under the Contract shall continue for the term of the
12 Contract.

13 ROLL CALL:

14 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
15 Nays: None
16 Absent: None

17
18 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on
19 the date therein set forth.

20 KIMBERLY A. RECTOR, Clerk of said Board

21 By:  _____
22 Deputy

23 08.29.2023 3.18
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27
28

CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

**AGREEMENT BY AND BETWEEN
THE COUNTY OF RIVERSIDE AND THE DESERT RECREATION DISTRICT FOR
THE MAINTENANCE AND OPERATION OF
MECCA REGIONAL SPORTS PARK
91403 66th Avenue, Mecca, CA 92254**

THIS AGREEMENT is entered into on this 29 day of August, 2023, by and between the County of Riverside (hereinafter referred to as "COUNTY") and the Desert Recreation District (hereinafter referred to as "DISTRICT") and also referred to collectively as the PARTIES.

WITNESSETH

WHEREAS, the COUNTY owns real property identified as Assessor's Parcel Numbers 727-272-035 and 727-272-036, located in the unincorporated area of Mecca in Riverside County, California, as portions of the Property are outlined in Exhibit A, attached hereto and incorporated herein ("PROPERTY");

WHEREAS, on July 23, 2019, the Board of Supervisors approved Resolution No. 2019-157, authorizing the County to prepare a grant application to secure funding for development and construction of the Mecca Regional Sports Park (the "PARK") and to invest up to \$733,000 in the effort;

WHEREAS, on April 21, 2020, per M.O. 3.8, the COUNTY entered into Contract No. C9801008 ("CONTRACT") with the State of California, Department of Parks and Recreation (the "STATE") for the Statewide Park Development and Community Revitalization Grant Program, for the development of the PARK on the PROPERTY, described in Exhibit B and attached hereto;

WHEREAS, on March 22, 2022, per M.O. 3.13, the COUNTY entered into an agreement with Three Peaks Corporation ("CONTRACTOR") for the construction of the PARK;

WHEREAS, the COUNTY seeks to provide for the operation and maintenance of the PARK for the long-term use of the community of Mecca and the surrounding Coachella Valley;

WHEREAS, the DISTRICT has the expertise and ability to provide for the operation and maintenance of the PARK and its improvements for the residents of Mecca and the surrounding Coachella Valley;

1 **WHEREAS**, COUNTY and DISTRICT have determined that there is a need to maintain
2 and operate the PARK and improvements once construction is completed by the
3 CONTRACTOR;

4 **WHEREAS**, the COUNTY and DISTRICT are partnered in continuing to work together
5 in the future to ensure the PARK remains open and well managed for the community and
6 perpetuity, and both are committed to ensuring that the PARK continues to be used in the
7 manner set forth in the CONTRACT, and improves and enhances the health, welfare and safety
8 of the community and its residents;

9 **WHEREAS**, when the Notice of Completion for the PARK is approved by the Riverside
10 County Board of Supervisors, the COUNTY will transfer the management and operations of the
11 PARK, to the DISTRICT and through this Agreement.

12 **NOW, THEREFORE**, in consideration of the preceding promises and the mutual
13 covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

14 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to outline
15 the terms and conditions by which the DISTRICT will perform operations and maintenance of
16 the PARK, as shown on Exhibit A, attached hereto. This Agreement is intended to be short-term
17 to allow for the stabilization of the PARK and to allow the DISTRICT to commence
18 maintenance and operations while the COUNTY and the DISTRICT work towards a long-term
19 Agreement or a direct transfer of the PARK to the DISTRICT, subject to COUNTY, DISTRICT,
20 and STATE consideration and required approvals.

21 **SECTION 3. Effective Date.** The Effective Date of this Agreement is the date the
22 PARTIES fully execute the Agreement. If the PARTIES sign the Agreement on more than one
23 date, then the last date the Agreement is signed by a party shall be the Effective Date.

24 **SECTION 4. Term of Agreement.** This Agreement shall become effective upon the
25 Effective Date and shall continue in full force and effect for a period of two (2) years unless an
26 amendment extending the term is issued and signed by both COUNTY and DISTRICT, or until
27 such time that a long-term Agreement is fully executed by the PARTIES hereto and/or the
28 PARK and improvements are transferred to the DISTRICT.

1 **SECTION 5. Consideration.** The COUNTY shall receive maintenance and operations
2 services for the PARK. The DISTRICT, in return for full responsibility of maintaining and
3 operating the PARK, may keep all revenues generated from Services and Operations of the
4 PARK as described in Section 7(B) herein.

5 **SECTION 6. DISTRICT Obligations.** DISTRICT agrees to operate and maintain the
6 PARK for the benefit and use of the community. Operation and maintenance of the PARK will
7 be at the sole cost and expense of the DISTRICT and includes, but is not limited to, normal wear
8 and tear repair, damage repair, and preventative maintenance.

9 A. Use Restriction.

10 1. The DISTRICT shall maintain and operate the PARK for use as a regional
11 park facility with multipurpose fields, lighted walking paths, multiple playgrounds, a splash pad,
12 sand volleyball courts, workout stations, restrooms, a concession building, lighted picnic shelters
13 with picnic tables, bicycle racks, drinking fountains, and perimeter fencing. If the PARK is
14 abandoned by the DISTRICT, or is no longer used as a park or put to any use other than uses and
15 purposes specifically referred to herein, then the PARK and its operations shall immediately
16 revert to the COUNTY.

17 2. DISTRICT shall not sell, convey, or lease the PARK to another entity to
18 operate unless approved, in writing, by the COUNTY Board of Supervisors and STATE, and
19 such approval shall not be unreasonably withheld.

20 B. Services and Operation. DISTRICT shall provide services and programs to the
21 community at the PARK. All operations at the PARK will be managed by the DISTRICT and all
22 fees collected for the services and programs shall be retained by the DISTRICT. All fees,
23 charges and prices for services at the PARK shall be set by the DISTRICT and shall be
24 comparable to those fees at other parks operated by the DISTRICT.

25 Services and programs may include but are not limited to: youth baseball/softball
26 leagues, soccer leagues, and concessions. DISTRICT shall submit a standard list of services and
27 programs to COUNTY for approval within 60 days of the Effective Date. Subsequently,
28 DISTRICT may provide additional services and programs as the DISTRICT believes may be of

1 benefit and value to the community.

2 District shall retain any and all revenues from generated by and associated with
3 the provision of Services and Operations including but not limited to those from fees, lighting
4 and similar payments or reimbursement amounts.

5 To the extent allowable by law, the DISTRICT shall operate the PARK on days
6 and at hours consistent with other parks operated by the DISTRICT. No games shall begin after
7 11:00 p.m. on any night of the week. To the extent allowable by law, the DISTRICT shall have
8 the right to use and occupy the PARK to perform maintenance and repair services and to operate
9 the PARK as provided herein without further consent or approval of the COUNTY except as
10 otherwise expressly stated in this Agreement.

11 C. Water and Irrigation. DISTRICT shall provide all water necessary for irrigation.
12 Irrigation shall be accomplished on a scheduled basis with such frequency and quantity as to
13 promote healthy growth. This shall be accomplished by adjusting irrigation frequency as
14 necessary, based on changes in rainfall and temperature. Any repairs to the irrigation systems
15 and all accessories, including sprinkler heads, risers and pumps shall be performed on a timely
16 basis.

17 D. Trees, Shrubs and Vines. All plant material shall be pruned, thinned and trimmed
18 on a regular basis to maintain a neat appearance and to promote optimum health and growth.
19 Tree maintenance shall include pruning of low hanging branches and sucker growth from trees to
20 promote healthy growth. Damaged or dying plant material shall be replaced in a timely manner.

21 E. Ground Cover, Turf and Flower Beds. Maintenance shall consist of trimming
22 ground cover where needed around trees, turf and shrubs. Beds are to be weeded and cleaned of
23 leaves and debris on a regular basis to maintain a neat and clean appearance. Grass shall be
24 mowed and edged to its local confines, including around all trees, sprinklers, fences, and lighting
25 fixtures. After mowing and edging, the grass clippings shall be removed from the sidewalks,
26 driveways and curbs.

27 F. Hardscape Areas. All walkways, driveways, parking areas, decomposed granite
28 trails, and concrete areas shall be cleaned of litter, debris, and weeds on a weekly basis.

1 G. Fertilizer. Fertilizer shall be applied on all areas twice a year to maintain healthy
2 growth. Application should be determined based on the time of year, soil and plant type and
3 condition of plant material.

4 H. Pest Control. All insects, disease, fungus and other pests on trees, shrubs,
5 groundcover, and lawns shall be properly managed before severe damage is caused.

6 I. Replacement of Light Bulbs. All light bulbs and lighting fixtures shall be
7 promptly repaired or replaced as necessary including those located on all structures and
8 monuments.

9 J. Materials, Supplies and Equipment. DISTRICT shall furnish all materials,
10 supplies, equipment, and labor.

11 K. Building Facade and Parking Lot. Graffiti, weeds and damaged areas shall be
12 promptly repaired or removed from all surfaces, including but not limited to, building facades,
13 walls, and parking lots.

14 L. Riverside County Transportation and Caltrans Right of Way. All improvements
15 constructed within the Riverside County Transportation Department right of way and Caltrans
16 right of way shall be maintained up to the same standards as the rest of the facility.

17 M. Maintenance of BMPs. DISTRICT shall maintain all BMPs as outlined in
18 Appendices D and I of the Water Quality Management Plan for the PARK and shall be
19 responsible for any other maintenance requirements of the facility as outlined in the Water
20 Quality Management Plan and Storm Water Pollution Prevention Plan for the PARK.

21 N. Utilities. DISTRICT shall fully and timely pay for all PARK utilities including
22 but not limited to electric, gas, water, trash, sewer service to the PARK.

23 O. Restroom and Concession Buildings. DISTRICT shall clean daily and provide
24 ongoing maintenance for the restrooms and concession buildings in the PARK.

25 P. Recreational Amenities. DISTRICT shall keep clean and in good working order
26 all recreational amenities in the PARK including, but not limited to, the exercise stations, splash
27 pad, playgrounds, volleyball courts, multipurpose fields, and walking paths.

28 Q. Trash and Recycling Containers. DISTRICT shall empty all trash and recycling

1 containers daily. DISTRICT must replace or repair any damaged receptacles within the PARK
2 within a reasonable timeframe. The DISTRICT is authorized to use the existing trash enclosure
3 located near the Boys and Girls Club located at 91391 66th Avenue, Mecca, CA 92254.

4 R. Fire System Monitoring. DISTRICT shall monitor and perform the required
5 inspections of all fire-related equipment for the Park.

6 S. Failure to Maintain. Should DISTRICT fail to perform its obligations described in
7 Section 6, subdivisions N, O, P, and Q, COUNTY may make the required payments or perform
8 the work and invoice DISTRICT for the COUNTY's costs, which DISTRICT shall pay within
9 30 days of receipt of the invoice. Nothing in this subdivision shall be construed to require the
10 COUNTY to do so or to waive any breach by DISTRICT.

11 T. Parking Lot Use in Common with Boys & Girls Club. The existing County
12 Parking Lot also delineated in Exhibit A will be used in common with the Boys and Girls Club.
13 The DISTRICT will keep the Parking Lot in clean and maintained order. DISTRICT may
14 coordinate with the Boys and Girls Club to maintain the Parking Lot in clean and maintained
15 order, but any cooperation shall not be construed to limit DISTRICT's obligations under this
16 section.

17 U. Warranties. The DISTRICT acknowledges receipt of the Warranties and Bonds
18 requirements imposed by the STATE for the PARK, which is attached hereto and incorporated
19 by reference as Exhibit C. The Warranties and Bonds requirements include, among other things,
20 requirements for warranties and bonds and certifications and other commitments and agreements
21 for continuing services, as well as requirements for correcting warranted work. DISTRICT shall
22 review, abide by, and require compliance with the Warranties and Bonds requirements
23 throughout performance of this Agreement.

24 V. Project Closeout. The DISTRICT acknowledges receipt of the Project Closeout
25 requirements imposed by the STATE for the PARK, which is attached hereto and incorporated
26 by reference as Exhibit D. The Project Closeout requirements address, among other things,
27 submission of operating and maintenance data and manuals to the STATE and submittal of
28 warranties. DISTRICT shall review, abide by, and require compliance with the Project Closeout

1 requirements throughout performance of this Agreement.

2 W. Start Date. Maintenance and Operations shall commence upon completion of the
3 PARK, which will be determined by Riverside County Board of Supervisor's release of the ten
4 percent contract retention.

5 **SECTION 8. County Staff Inspections**

6 COUNTY staff shall have the right to visit and inspect the operations of the PARK
7 during normal business hours to confirm compliance with this Agreement.

8 **SECTION 9. Termination**

9 A. With Cause. This Agreement may be terminated by COUNTY with cause after
10 thirty (30) days written notice to DISTRICT. DISTRICT's failure to perform any covenant or
11 provision of this Agreement constitutes a default. If DISTRICT does not cure its breach within
12 thirty (30) days after COUNTY delivers to the DISTRICT written notice of default specifying
13 with particularity the nature of the default, this agreement may be terminated.

14 **SECTION 10. Compliance with Laws and Regulations**. By executing this agreement,
15 the DISTRICT hereby certifies that it will adhere to and comply with all federal, state and local
16 laws, regulations and ordinances.

17 **SECTION 11. Personnel**. DISTRICT represents that it has all personnel required to
18 perform the maintenance services under this Agreement or will subcontract for necessary
19 services. DISTRICT personnel shall not be employed by, nor have any direct contractual
20 relationship with the COUNTY. The DISTRICT, its employees, or personnel under direct
21 contract with DISTRICT or subcontractors shall perform all services required hereunder.
22 DISTRICT and its agents, servants, employees and subcontractors shall act at all times in an
23 independent capacity during the term of this Agreement, and shall not act as, and shall not be,
24 nor shall they in any manner be construed to be, agents, officers or employees of COUNTY.

25 **SECTION 12. Amendments to the Agreement**. The Director of Facilities
26 Management, or designee, is authorized to approve and execute changes, approved by County
27 Counsel, to the Agreement. Such changes shall be mutually agreed upon by and between the
28 Director of Facilities Management, or designee, and DISTRICT, and shall be incorporated in

1 written amendments to this Agreement.

2 **SECTION 13. Ministerial Acts.** The Riverside County Facilities Management, Real
3 Estate Division, shall administer this Agreement and the Director of Facilities Management, or
4 designee, are authorized to take such ministerial actions as may be necessary or appropriate to
5 implement the terms, provisions, and conditions of this Agreement as it may be amended from
6 time to time by COUNTY.

7 **SECTION 14. Principal Contact Persons.** All notices required under this Agreement
8 shall be sent to the following individuals, who are hereby designated to be the principal contact
9 persons for their respective Parties:

10 **COUNTY:** Deputy Director
11 Riverside County Facilities Management, Real Estate Division
12 3450 14th Street, Suite 200
13 Riverside, CA 92501
14 Phone: (951) 955-8173

15 **DISTRICT:** Kevin Kalman, General Manager
16 Desert Recreation District
17 45-305 Oasis St
18 Indio, CA 92201
19 Phone: (760) 347-3484

20 **SECTION 15. Conflict of Interest.** No member, official or employee of COUNTY or
21 DISTRICT shall have any personal interest, direct or indirect, in this Agreement nor shall any
22 such member, official or employee participate in any decision relating to this Agreement which
23 affects his or her personal interests or the interests of any corporation, partnership or association
24 in which he or she is directly or indirectly interested.

25 **SECTION 16. Interpretation and Governing Law.** This Agreement and any dispute
26 arising hereunder shall be governed and interpreted in accordance with the laws of the State of
27 California. This Agreement shall be construed as a whole according to its fair language and
28 common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
construction to the effect that ambiguities are to be resolved against the drafting party shall not
be employed in interpreting this Agreement, all parties having been represented by counsel in the

1 negotiation and preparation hereof.

2 **SECTION 17. No Third Party Beneficiaries.** This Agreement is made and entered into
3 for the sole protection and benefit of the parties hereto. No other person or entity shall have any
4 right of action based upon the provisions of this Agreement.

5 **SECTION 18. Assignment.** The DISTRICT will not make any sale, assignment,
6 conveyance or lease of any trust or power, or transfer in any other form with respect to this
7 Agreement, the PROPERTY or the PARK, without prior written approval of the COUNTY.

8 **SECTION 19. Indemnification.** DISTRICT shall indemnify and hold harmless the
9 COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors,
10 officers, Board of Supervisors, elected and appointed officials, employees, agents and
11 representatives from any liability whatsoever, based or asserted upon any services of DISTRICT,
12 its officers, employees, subcontractors, agents or representatives arising out of or in any way
13 relating to this Agreement, including but not limited to property damage, bodily injury, death or
14 any other element of any kind or nature whatsoever arising from the performance of the
15 DISTRICT, its officers, agents, employees, subcontractors, agents or representatives from this
16 Agreement. DISTRICT shall defend, at its sole expense, all costs and fees including, but not
17 limited to, attorney fees, cost of investigation, defense and settlements or awards, the County of
18 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
19 officers, Board of Supervisors, elected and appointed officials, employees, agents and
20 representatives, in any claim or action based upon such alleged acts or omissions.

21 With respect to any action or claim subject to indemnification herein by DISTRICT,
22 DISTRICT shall, at their sole cost, have the right to use counsel of their own choice and shall
23 have the right to adjust, settle, or compromise any such action or claim without the prior consent
24 of COUNTY; provided, however, that any such adjustment, settlement or compromise in no
25 manner whatsoever limits or circumscribes DISTRICT's indemnification to COUNTY as set
26 forth herein.

27 DISTRICT's obligation hereunder shall be satisfied when DISTRICT has provided to
28 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action

1 or claim involved.

2 The specified insurance limits required in this Agreement shall in no way limit or
3 circumscribe DISTRICT's obligations to indemnify and hold harmless the COUNTY herein
4 from third party claims.

5 In the event there is conflict between this clause and California Civil Code Section 2782,
6 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
7 relieve the DISTRICT from indemnifying the COUNTY to the fullest extent allowed by law.

8 COUNTY shall indemnify and hold harmless the DISTRICT, its respective directors,
9 officers, Board of Directors, elected and appointed officials, employees, agents and
10 representatives from any liability whatsoever, based or asserted upon any services of COUNTY,
11 its officers, employees, subcontractors, agents or representatives arising out of or in any way
12 relating to this Agreement, including but not limited to property damage, bodily injury, death or
13 any other element of any kind or nature whatsoever arising from the performance of the
14 COUNTY, its officers, agents, employees, subcontractors, agents or representatives from this
15 Agreement. COUNTY shall defend, at its sole expense, all costs and fees including, but not
16 limited to, attorney fees, cost of investigation, defense and settlements or awards, DISTRICT and
17 its respective directors, officers, Board of Directors, elected and appointed officials, employees,
18 agents and representatives, in any claim or action based upon such alleged acts or omissions.

19 With respect to any action or claim subject to indemnification herein by COUNTY,
20 COUNTY shall, at their sole cost, have the right to use counsel of their own choice and shall
21 have the right to adjust, settle, or compromise any such action or claim without the prior consent
22 of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no
23 manner whatsoever limits or circumscribes COUNTY indemnification to DISTRICT as set forth
24 herein.

25 COUNTY obligation hereunder shall be satisfied when COUNTY has provided to
26 DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the
27 action or claim involved.

28 In the event there is conflict between this clause and California Civil Code Section 2782,

1 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
2 relieve the COUNTY from indemnifying the DISTRICT to the fullest extent allowed by law.

3 **SECTION 20. Insurance.** Without limiting or diminishing the DISTRICT'S obligation
4 to indemnify or hold the COUNTY harmless, DISTRICT shall procure and maintain or cause to
5 be maintained, at its sole cost and expense, the following insurance coverage's during the term of
6 this Agreement. As respects to the insurance section only, the COUNTY herein refers to the
7 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
8 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
9 representatives as Additional Insureds.

10 A. Workers' Compensation: If the DISTRICT has employees as defined by the State of
11 California, the DISTRICT shall maintain statutory Workers' Compensation Insurance (Coverage
12 A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability
13 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per
14 accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
15 Policy shall name the COUNTY as Additional Insureds.

16 B. Commercial General Liability: Commercial General Liability insurance coverage,
17 including but not limited to, premises liability, unmodified contractual liability, products and
18 completed operations liability, personal and advertising injury, and cross liability coverage,
19 covering claims which may arise from or out of DISTRICT performance of its obligations
20 hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall
21 not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a
22 general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
23 times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

24 C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the
25 obligations under this Agreement, then DISTRICT shall maintain liability insurance for all
26 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
27 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
28 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy

1 shall name the COUNTY as Additional Insureds.

2 D. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with
3 minors, and the Commercial General Liability policy is not endorsed to include affirmative
4 coverage for sexual abuse or molestation, Vendor/DISTRICT shall obtain and maintain a policy
5 covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or
6 claim.

7 E. General Insurance Provisions - All lines:

8 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the
9 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
10 requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager
11 waives a requirement for a particular insurer such waiver is only valid for that specific insurer
12 and only for one policy term.

13 2) The DISTRICT must declare its insurance self-insured retention for each coverage
14 required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such
15 retention shall have the prior written consent of the County Risk Manager before the
16 commencement of operations under this Agreement. Upon notification of self-insured retention
17 unacceptable to the COUNTY, and at the election of the County's Risk Manager, DISTRICT
18 carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement
19 with the COUNTY, or 2) procure a bond which guarantees payment of losses and related
20 investigations, claims administration, and defense costs and expenses.

21 3) DISTRICT shall cause DISTRICT's insurance carrier(s) to furnish the County of
22 Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
23 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do
24 so orally or in writing by the County Risk Manager, provide original Certified copies of policies
25 including all Endorsements and all attachments thereto, showing such insurance is in full force
26 and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the
27 insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the
28 County of Riverside prior to any material modification, cancellation, expiration or reduction in

1 coverage of such insurance. If DISTRICT insurance carrier(s) policies does not meet the
2 minimum notice requirement found herein, DISTRICT shall cause DISTRICT'S insurance
3 carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4 4) In the event of a material modification, cancellation, expiration, or reduction in
5 coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives,
6 prior to such effective date, another properly executed original Certificate of Insurance and
7 original copies of endorsements or certified original policies, including all endorsements and
8 attachments thereto evidencing coverage's set forth herein and the insurance required herein is in
9 full force and effect. DISTRICT shall not commence operations until the COUNTY has been
10 furnished original Certificate (s) of Insurance and certified original copies of endorsements and if
11 requested, certified original policies of insurance including all endorsements and any and all
12 other attachments as required in this Section. An individual authorized by the insurance carrier to
13 do so on its behalf shall sign the original endorsements for each policy and the Certificate of
14 Insurance.

15 5) It is understood and agreed to by the parties hereto that the DISTRICT'S insurance
16 shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles
17 and/or self-insured retentions or self-insured programs shall not be construed as contributory.

18 6) If, during the term of this Agreement or any extension thereof, there is a material
19 change in the scope of services; or, there is a material change in the equipment to be used in the
20 performance of the scope of work; or, the term of this Agreement, including any extensions
21 thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance
22 and the monetary limits of liability required under this Agreement, if in the County Risk
23 Management's reasonable judgment, the amount or type of insurance carried by the DISTRICT
24 has become inadequate.

25 7) DISTRICT shall pass down the insurance obligations contained herein to all tiers of
26 subcontractors working under this Agreement.

27 8) The insurance requirements contained in this Agreement may be met with a
28 program(s) of self-insurance acceptable to the DISTRICT.

1 9) DISTRICT agrees to notify COUNTY of any claim by a third party or any incident or
2 event that may give rise to a claim arising from the performance of this Agreement

3 **SECTION 21. Toxic Materials.** During the term of this Agreement, DISTRICT shall
4 not violate any federal, state, or local law, ordinance, or regulation, relating to industrial hygiene
5 or to the environmental condition of including, but not limited to, soil and ground water
6 conditions. Further, DISTRICT shall not use, generate, manufacture, produce, store or dispose of
7 on, under or about the PROPERTY or PARK or transport to or from the PROPERTY or PARK,
8 any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or
9 related injurious materials, whether injurious by themselves or in combination with other
10 materials (collectively, "hazardous materials"). For the purpose of this Agreement, hazardous
11 materials shall include, but not limited to, substances defined as "hazardous substances", or
12 "toxic substances" in the Comprehensive Environmental Response Compensation and Liability
13 Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
14 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
15 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
16 Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section
17 25316 of the California Health and Safety Code; and in the regulations adopted in publications
18 promulgated pursuant to said laws. The DISTRICT shall not be liable for mitigation of any toxic
19 materials located on the PROPERTY or PARK prior to the Effective Date of this Agreement.

20 **SECTION 22. Signs.** DISTRICT shall not erect, maintain, or display any signs or other
21 forms of advertising upon any COUNTY property without first obtaining the written approval of
22 COUNTY.

23 **SECTION 23. Independent Contractor.** DISTRICT and its agents, servants, employees
24 and subcontractors shall act at all times in an independent capacity during the term of this
25 Agreement, and shall not act as, and shall not be, nor shall they in any manner be construed to
26 be, agents, officers or employees of COUNTY, and further, DISTRICT, its agents, servants,
27 employees and subcontractors, shall not in any manner incur or have the power to incur any debt,
28 obligation, or liability against the COUNTY.

1 **SECTION 24. Jurisdiction and Venue.** Any action at law or in equity arising under
2 this Agreement or brought by a party hereto for the purpose of enforcing, construing or
3 determining the validity of any provision of this Agreement shall be filed in the consolidated
4 Courts of Riverside County, State of California, and the parties hereto waive all provisions of
5 law providing for the filing, removal or change of venue to any other court or jurisdiction.

6 **SECTION 25. Severability.** Each paragraph and provision of this Agreement is
7 severable from each other provision, and if any provision or part thereof is declared invalid, the
8 remaining provisions shall remain in full force and effect.

9 **SECTION 26. Waiver.** Failure by a party to insist upon the strict performance of any
10 of the provisions of this Agreement by the other party, or failure by a party to exercise its rights
11 upon the default of the other party, shall not constitute a waiver of such party's right to insist and
12 demand strict compliance by the other party with the terms of this Agreement thereafter.

13 **SECTION 27. Authority to Execute.** The persons executing this agreement or
14 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent
15 that they have the authority to execute this Agreement and warrant and represent that they have
16 the authority to bind the respective parties to this Agreement to the performance of its
17 obligations hereunder.

18 **SECTION 28. Entire Agreement.** It is expressly agreed that this Agreement embodies
19 the entire agreement of the parties in relation to the subject matter hereof, and that no other
20 agreement or understanding, verbal or otherwise, relative to this subject matter, exists between
21 the parties at the time of execution.

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IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this Agreement as of the date first above written.

COUNTY
COUNTY OF RIVERSIDE

DISTRICT
DESERT RECREATION
DISTRICT

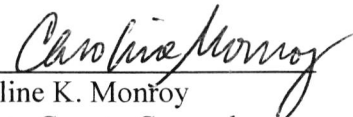


Kevin Jeffries
Chair, Board of Supervisors

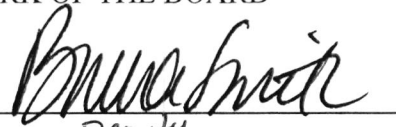
Kevin Kalman, General Manager
Desert Recreation District

APPROVED AS TO FORM: MIH
MINH C. TRAN
COUNTY COUNSEL

ATTEST:
KIMBERLY RECTOR
CLERK OF THE BOARD

By 

Caroline K. Monroy
Deputy County Counsel

By 
Deputy

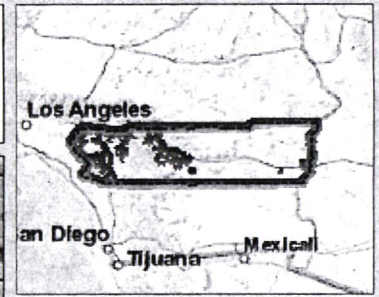
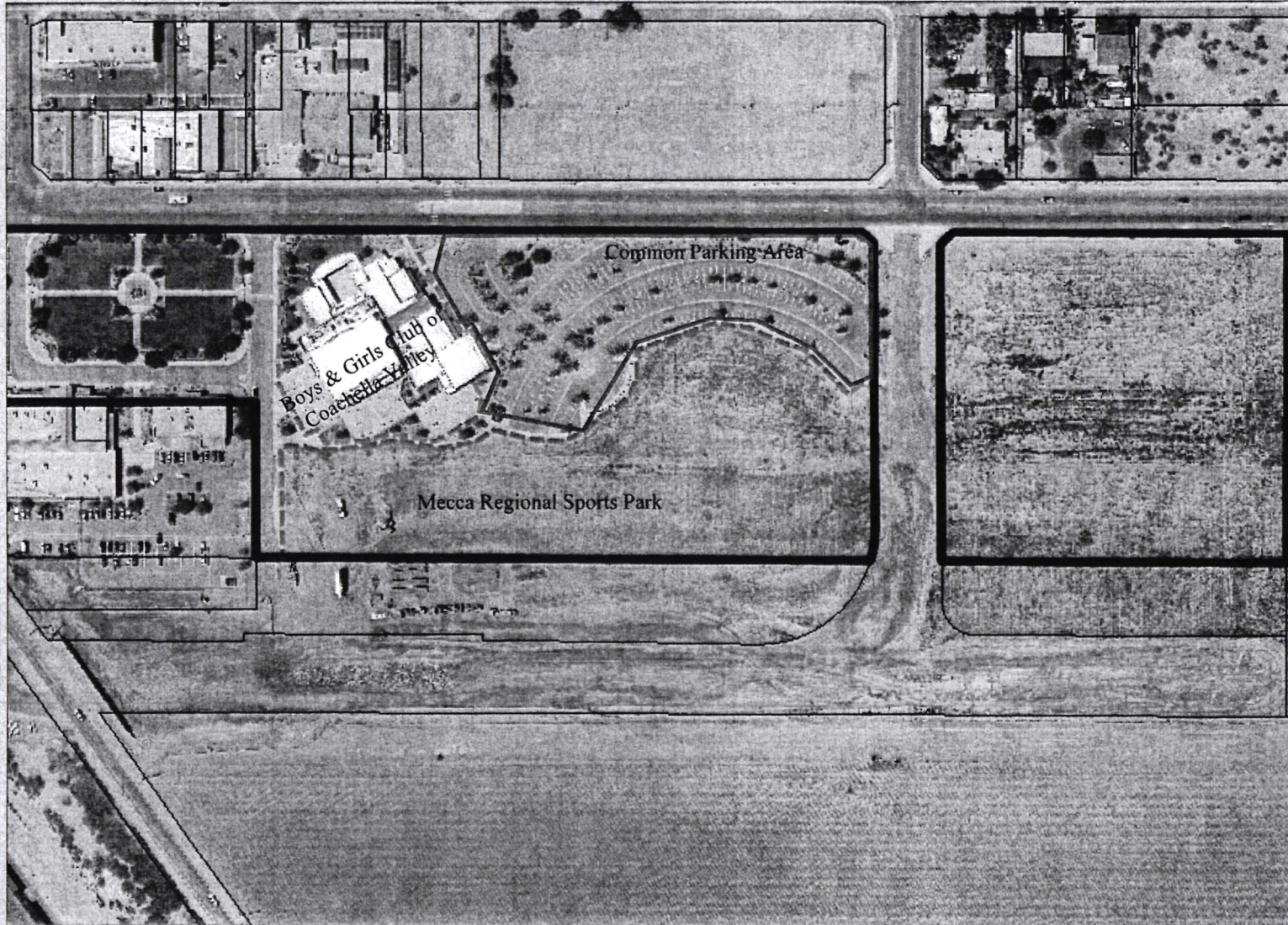
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EXHIBIT A
PROPERTY

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Exhibit A

Mecca Regional Sports Park



Legend

- Parcels
- Blueline Streams
- City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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REPORT PRINTED ON... 3/16/2023 2:09:10 PM

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Notes

Portion of APN 727-272-036

EXHIBIT B

State Grant Contract No. C9801008

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State of California - Natural Resources Agency
 Department of Parks and Recreation
GRANT CONTRACT
 2018 Parks Bond Act

Exhibit B

Statewide Park Development and Community Revitalization

GRANTEE County of Riverside
 GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022
 CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048
 PROJECT TITLE MECCA REGIONAL PARK DEVELOPMENT PROJECT NUMBER SW-33-006

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director 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 PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

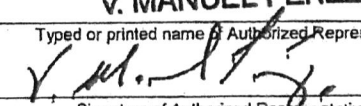
The General and Special Provisions attached are made a part of and incorporated into the Contract.

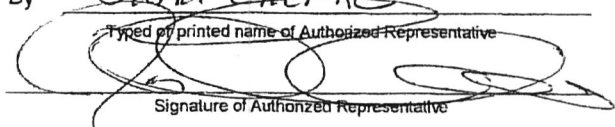
Total State Grant not to exceed \$5,817,660.00

FOR IMPACT BY: Sybil M. Gunzel DATE 3-24-20
 BY: SYNTHIA M. GUNZEL

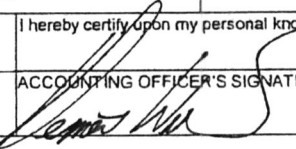
County of Riverside

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

Grantee
 By V. MANUEL PEREZ
Typed or printed name of Authorized Representative

Signature of Authorized Representative
 Address 44-199 Monroe St. Suite B, Indio, CA 92201
 Title Chairman
 Date 4/21/2020

By Jana Clarke
Typed or printed name of Authorized Representative

Signature of Authorized Representative
 Title Supervisor
 Date 4-22-20

CERTIFICATION OF FUNDING

CONTRACT NO C9801008	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000008354	PROJECT NO. SW-33-006		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,817,660.00		FUND Drought, Water, Cln Air, Cstl Prot, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,817,660.00	REPORTING STRUCTURE 37900091	ACCOUNT/ALT ACCOUNT 5432000/00000000 5432000000	ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW33006	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE  Demetri Williams			DATE MAY 01 2020	

ATTEST:
 KECIA R. HARPER, Clerk
 By 
 DEPUTY

APR 21 2020 3.8

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

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 found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, 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.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 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. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the 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) 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.

O. 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.

P. 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.

County of Riverside
GRANTEE

By: V. Manuel Perez
Signature of Authorized Representative

V. MANUEL PEREZ

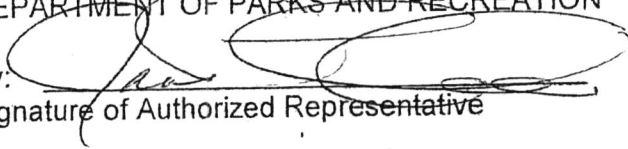
Title: Chairman

Date: 4/21/2020

STATE OF CALIFORNIA
ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 5-24-20
SYNTHIA M. GUNZEL DATE

DEPARTMENT OF PARKS AND RECREATION

By: 
Signature of Authorized Representative

Title: Supervisor

Date: 4-22-20

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EXHIBIT C
Warranties and Bonds Requirements

EXHIBIT C

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- B. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- C. Provide one (1) year warranty for workmanship, product and materials **unless** noted differently in the respective specification section.
- D. Certifications and other commitments and agreements for continuing services to the County are specified elsewhere in the Contract Documents.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- F. Further to Item E above, it is specifically required and acknowledged by this Contractor that warranty periods on all equipment commences from date of **County's acceptance of the equipment and/or from the date of Substantial Completion**, whichever is later. Therefore, startup of equipment and/or the use of equipment during construction shall not be construed as the qualifier for warranty period start.

1.02 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the County.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the County.

1.03 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the County has benefited from use of the Work through a portion of its anticipated useful service life.
- D. County's Recourse: Written warranties made to the County are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the County can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The County reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The County reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entitles required to countersign such commitments are willing to do so.
- 1.04 SUBMITTALS
- A. Submit written warranties to the County's Representative prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.
1. When a designated portion of the Work is completed and occupied or used by the County, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within fifteen days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the County through the County's Representative for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile four (4) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor's subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual. Use a form acceptable to the County.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ inch by 11-inch paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor. Refer to section 01 99 00 for an acceptable closeout cover page template.
 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

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EXHIBIT D
Project Closeout Requirements

EXHIBIT D

SECTION 01 77 00

PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures.
 2. Project record document submittal.
 3. Operating and maintenance manuals submittal.
 4. Submittal of warranties.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in the technical specification sections.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Price.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 2. Advise the Owner of pending insurance change-over requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 4. Obtain and submit releases enabling the District unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Deliver tools, spare parts, extra stock, and similar items.
 6. Complete start-up testing of systems, and instruction of the District's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mockups, and similar elements.
 7. Complete final clean up requirements.
- B. Inspection Procedures: On receipt of request for inspection, the Architect and/or Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Architect and/or Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect and/or Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.03 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect and/or Engineer's reference during normal working hours.
- B. As-Built Drawings: Produce and maintain a clean, undamaged set of "E" size Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark changes to the Documents caused by RFI responses with RFI designation.
 2. Mark changes to the Documents caused by Bulletins with Bulletin designation.
 3. Mark new information that is important to the District, but was not shown on Contract Drawings or Shop Drawings.
 4. Note related Change Order numbers where applicable.
 5. Organize As-Built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 6. Per Riverside County Building Official Plan Check Requirements, "As- Built" drawing requirements are as follows:
 - As-built drawings are the final set of drawings produced at the completion of a construction project. They include all the changes that have been made to the original construction drawings, including notes, modifications, revisions and any other information that should be included. As-built drawings should not change the design intent but should depict the actual as-built conditions of the completed construction. While the original drawings are typically produced using computer aided design (CAD) software, the as-built drawings should contain handwritten notes, sketches, and changes.
 - When the construction phases of the project / contract are finished a complete set of marked-up redlined drawings will be turned over to the Owner for review and approval. All markings shall be on a previous approved set of drawings, signed and stamped by the EOR and Jurisdiction Enforcement Agency. No additional PE seal or signature is required on the as-built drawings. These drawings shall have AS-BUILT DRAWINGS indicated on the title sheet in the title block and on each sheet of submitted as-built drawings along with initial of responsible individual.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written Construction Documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the District's Representative for approval and corrections. Upon acceptance, resubmit for the District's use.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation. Note related Changes Orders and markup of record drawings and

Specifications.

1. Upon completion of markup, submit complete set of record Product Data to the District's Representative for approval and correction. Upon acceptance, resubmit for the District's use.
- E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the District's Representative for approval and correction. Upon acceptance, resubmit for the District's use.
- F. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2 inch, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Submit one complete set of original manufacturer's maintenance and operational manuals to the District's Representative for approval and corrections. Upon acceptance, resubmit for the District's use a minimum of four (4) complete original manufacturer's sets. Include the following types of information:
1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.
 4. Wiring diagrams.
 5. Recommended "turn around" cycles.
 6. Inspection procedures.
 7. Shop Drawings and Product Data.
 8. Manufacturer Contact Information
 9. Prime Contractor Contact Information

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Lubricants.

6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.

END OF SECTION

Exhibit A

Mecca Regional Sports Park



Legend

- Parcels
- Blueline Streams
- City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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Notes

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